



# Village of Brookfield

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

VILLAGE PRESIDENT  
Kit P. Ketchmark

VILLAGE CLERK  
Brigid Weber

BOARD OF TRUSTEES  
Brian G. Conroy  
Edward J. Côté  
Michael J. Garvey  
Nicole M. Gilhooley  
Kathryn S. Kaluzny  
David P. LeClere

VILLAGE MANAGER  
Timothy C. Wiberg

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

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO  
ZOOLOGICAL SOCIETY

## Notice of Online Submission for Public Comment:

Public Comment for the April 13, 2020 Village Board Meeting can be submitted online at:

<https://www.surveymonkey.com/r/PublicComment413>

Comments will be collected through the website until 5:00 pm on April 13, 2020. Comments will be read into the record during the Public Comment portion of the Village Board meeting.



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## BROOKFIELD VILLAGE BOARD MEETING AGENDA

Monday, April 13, 2020  
6:30 P.M.

Edward Barcal Hall  
8820 Brookfield Avenue  
Brookfield, IL 60513

VILLAGE PRESIDENT  
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I. OPENING CEREMONIES: Pledge of Allegiance to the Flag

II. Roll Call

III. Appointments and Presentations

1. [Arbor Day Proclamation](#)

IV. Public Comment

V. REPORTS OF SPECIAL COMMITTEES

Trustee Cote	Finance, Library, DPW, <a href="#">Approval of Warrant(s)</a>
Trustee Conroy	Chamber of Commerce
Trustee Gilhooley	Recreation, Senior Citizens
Trustee Garvey	Planning and Zoning Commission, WCC Solid Waste Agency
Trustee LeClere	Special Events, Administration, Public Safety
Trustee Kaluzny	Conservation, Beautification
President Ketchmark	Economic Development, Brookfield Zoo, WCMC, PZED

VI. OMNIBUS AGENDA

1. Approval of Minutes: [Village Board Meeting March 23, 2020](#)
2. Approval of [Resolution 2020-15R](#) Authorizing the Bid Award to Heat Engineering Company in the Amount of \$48,295 for the Purchase of an HV/AC System for the Police Department
3. Approval of [Resolution 2020-16R](#) Authorizing the Bid Award to Alta Equipment Company in the Amount of \$99,500 for the Purchase of an Alley Grader for the Public Works Department
4. Approval of [Resolution 2020-17R](#) Authorizing the Publication of the 2020 Village Zoning Map

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.

5. Approval of [Resolution 2020-18R](#) Authorizing the Execution of a Consent to the Variances in the Approved Versions of the Intergovernmental Agreement by and between the Village of Brookfield, Illinois, the Village of LaGrange Park, Illinois, the Village of Lyons, Illinois, the Village of Riverside, Illinois and the Forest Preserve District of Cook County for the Des Plaines River Trail South Extension Project
6. Approval of [Ordinance 2020-37](#) Extending the Emergency Powers of the Village President Due to the Covid-19 Outbreak

**VII. REGULAR BUSINESS**

7. Consideration of [Ordinance 2020-38](#) Authorizing the Execution of a License Agreement with Commonwealth Edison for the Temporary Use of a Portion of a Parking Lot at Ehlert Park

**VIII. MANAGERS REPORT**

**IX. Adjournment**

**NOTICE OF VILLAGE BOARD MEETING FORMAT MODIFICATIONS DUE TO COVID – 19**  
Pursuant to Governor Pritzker’s Executive Order 2020-07 which suspends the requirements of the Illinois Open Meetings Act requiring in-person attendance by members of a public body, some members of the Village Board will be participating in the meeting through a video and audio access using a virtual meeting platform. The Village President and essential members of Village staff may be physically present in the Council Chambers, but pursuant to the Governor’s Order and Center for Disease guidelines, no more than ten people will be allowed in the Council Chambers at any one time. Social distancing of six feet will be maintained. Anyone in excess of ten people will be asked to wait outside of the Council Chambers until such time as the agenda item for which the person would like to speak about is being discussed.

Public comments can be submitted in advance of the meeting. To submit a public comment, please access this link: <https://www.surveymonkey.com/r/PublicComment413>. Once there, the public can enter their comments and/or questions. Comments received before 5:00 p.m. on the day of the meeting will be read during the Village Board meeting. Public comments will be limited to 2,500 characters each.

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.

## PROCLAMATION OF ARBOR DAY ON APRIL 24, 2020

**WHEREAS**, trees in our community increase property values, enhance the economic vitality of business areas, and beautify our community; and

**WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

**WHEREAS**, trees, wherever they are planted, are a source of joy and spiritual renewal; and

**WHEREAS**, the planting of trees supports our community's well-being and helps sustain present and future generations; and

**WHEREAS**, the Village of Brookfield has been recognized as a Tree City, USA by the National Arbor Day Foundation and desires to continue its tree-planting tradition.

**NOW, THEREFORE, BE IT PROCLAIMED** by the President and Board of Trustees of the Village of Brookfield, do hereby proclaim April 24, 2020 as Arbor Day in the Village of Brookfield and urging all citizens to support efforts to protect our trees and woodlands and to support our Village's urban forestry program.



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Kit P. Ketchmark, President  
Village of Brookfield

ATTEST

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Brigid Weber, Clerk  
Village of Brookfield

# Corporate Warrant - 04/13/20

From Payment Date: 3/24/2020 - To Payment Date: 4/13/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference																
PFC - PUBLIC FUND CHECKING																									
Check																									
29097	03/24/2020	Open			Utility Management Refund	ORTH, ROBERT AND PATRICIA	\$4.84																		
29098	03/24/2020	Open			Utility Management Refund	GONZALEZ , LUZ	\$208.89																		
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Account Type</th> <th>Account Number</th> <th>Description</th> <th>Transaction Date</th> <th>Transaction Type</th> </tr> </thead> <tbody> <tr> <td>Residential</td> <td>302541-002</td> <td>DOUBLE ONLINE PAYMENT</td> <td>03/23/2020</td> <td>REFUND ADJUSTMENT</td> </tr> </tbody> </table>										Account Type	Account Number	Description	Transaction Date	Transaction Type	Residential	302541-002	DOUBLE ONLINE PAYMENT	03/23/2020	REFUND ADJUSTMENT						
Account Type	Account Number	Description	Transaction Date	Transaction Type																					
Residential	302541-002	DOUBLE ONLINE PAYMENT	03/23/2020	REFUND ADJUSTMENT																					
29099	03/26/2020	Open			Accounts Payable	ICON Bronze LLC	\$2,900.00																		
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Invoice</th> <th>Date</th> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>31920</td> <td>03/26/2020</td> <td>deposit for life size bronze modern day battle cross</td> <td>\$2,900.00</td> </tr> </tbody> </table>										Invoice	Date	Description	Amount	31920	03/26/2020	deposit for life size bronze modern day battle cross	\$2,900.00								
Invoice	Date	Description	Amount																						
31920	03/26/2020	deposit for life size bronze modern day battle cross	\$2,900.00																						
29100	03/26/2020	Open			Utility Management Refund	KULINSKI, AMY	\$42.15																		
29101	04/07/2020	Open			Utility Management Refund	SCHORN, MARIE	\$72.64																		
29102	04/13/2020	Open			Accounts Payable	AAA Accurate Appliance Service Inc.	\$199.00																		
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Invoice</th> <th>Date</th> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>4437</td> <td>04/06/2020</td> <td>pump</td> <td>\$199.00</td> </tr> </tbody> </table>										Invoice	Date	Description	Amount	4437	04/06/2020	pump	\$199.00								
Invoice	Date	Description	Amount																						
4437	04/06/2020	pump	\$199.00																						
29103	04/13/2020	Open			Accounts Payable	Accurate Document Destruction	\$97.41																		
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Invoice</th> <th>Date</th> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>5231782</td> <td>04/06/2020</td> <td>Acct #3095-448504 shredding</td> <td>\$97.41</td> </tr> </tbody> </table>										Invoice	Date	Description	Amount	5231782	04/06/2020	Acct #3095-448504 shredding	\$97.41								
Invoice	Date	Description	Amount																						
5231782	04/06/2020	Acct #3095-448504 shredding	\$97.41																						
29104	04/13/2020	Open			Accounts Payable	Advantage Chevrolet	\$64.94																		
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Invoice</th> <th>Date</th> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>52063</td> <td>04/06/2020</td> <td>27 point inspection, replace air filter</td> <td>\$64.94</td> </tr> </tbody> </table>										Invoice	Date	Description	Amount	52063	04/06/2020	27 point inspection, replace air filter	\$64.94								
Invoice	Date	Description	Amount																						
52063	04/06/2020	27 point inspection, replace air filter	\$64.94																						
29105	04/13/2020	Open			Accounts Payable	AGT Battery Supply LLC	\$68.52																		
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Invoice</th> <th>Date</th> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>91312A</td> <td>04/06/2020</td> <td>batteries</td> <td>\$68.52</td> </tr> </tbody> </table>										Invoice	Date	Description	Amount	91312A	04/06/2020	batteries	\$68.52								
Invoice	Date	Description	Amount																						
91312A	04/06/2020	batteries	\$68.52																						
29106	04/13/2020	Open			Accounts Payable	Airgas USA LLC	\$510.27																		
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Invoice</th> <th>Date</th> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>9968783743</td> <td>04/06/2020</td> <td>welding gases</td> <td>\$292.75</td> </tr> <tr> <td>1603774443</td> <td>04/06/2020</td> <td>MISCELLANEOUS</td> <td>\$4.34</td> </tr> <tr> <td>9099275068</td> <td>04/06/2020</td> <td>oxygen usp da med cga</td> <td>\$213.18</td> </tr> </tbody> </table>										Invoice	Date	Description	Amount	9968783743	04/06/2020	welding gases	\$292.75	1603774443	04/06/2020	MISCELLANEOUS	\$4.34	9099275068	04/06/2020	oxygen usp da med cga	\$213.18
Invoice	Date	Description	Amount																						
9968783743	04/06/2020	welding gases	\$292.75																						
1603774443	04/06/2020	MISCELLANEOUS	\$4.34																						
9099275068	04/06/2020	oxygen usp da med cga	\$213.18																						
29107	04/13/2020	Open			Accounts Payable	Alternative Energy Solutions	\$281.00																		
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Invoice	Date	Description	Amount																						
39536	04/06/2020	generator inspection	\$281.00																						
29108	04/13/2020	Open			Accounts Payable	American Fidelity Assurance	\$3,548.00																		
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Invoice	Date	Description	Amount																						
D143040	04/06/2020	supplemental insurance	\$1,774.00																						
D130598	04/06/2020	supplemental insurance	\$1,774.00																						
29109	04/13/2020	Open			Accounts Payable	Aramark Refreshment Services	\$95.00																		
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Invoice	Date	Description	Amount																						
649255	04/06/2020	apr lease follet ice maker	\$95.00																						
29110	04/13/2020	Open			Accounts Payable	AT&T	\$3,574.77																		
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Invoice</th> <th>Date</th> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>8535024503</td> <td>04/06/2020</td> <td>Acct 831-000-7646 076, VH phones/internet</td> <td>\$888.99</td> </tr> <tr> <td>5257583502</td> <td>04/06/2020</td> <td>Acct 831-000-7646 080, VH phones/internet</td> <td>\$466.82</td> </tr> </tbody> </table>										Invoice	Date	Description	Amount	8535024503	04/06/2020	Acct 831-000-7646 076, VH phones/internet	\$888.99	5257583502	04/06/2020	Acct 831-000-7646 080, VH phones/internet	\$466.82				
Invoice	Date	Description	Amount																						
8535024503	04/06/2020	Acct 831-000-7646 076, VH phones/internet	\$888.99																						
5257583502	04/06/2020	Acct 831-000-7646 080, VH phones/internet	\$466.82																						

# Corporate Warrant - 04/13/20

From Payment Date: 3/24/2020 - To Payment Date: 4/13/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	1428973506		04/06/2020		Acct 831-000-7642 856, FD phones/internet		\$1,510.62		
	1589083509		04/06/2020		Acct 831-000-8095 861, FD phones/internet		\$708.34		
29111	04/13/2020	Open			Accounts Payable	B & F Construction Code Services, Inc.	\$2,884.64		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	53415		04/06/2020		signature apartments #3 plan review		\$2,434.64		
	53403		04/06/2020		9034 fairview		\$225.00		
	53375		04/06/2020		4152 arthur		\$225.00		
29112	04/13/2020	Open			Accounts Payable	BENISTAR/HARTFORD-6795	\$880.90		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	04012020		04/06/2020		Benistar premiums		\$880.90		
29113	04/13/2020	Open			Accounts Payable	Blue Cross Blue Shield of IL	\$163,834.61		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2020-00000270		04/06/2020		medical insurance premiums-acct #051133		\$163,834.61		
29114	04/13/2020	Open			Accounts Payable	Bound Tree Medical, LLC	\$992.95		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	83535549		04/06/2020		gloves		\$690.00		
	83532109		04/06/2020		bottle w/sprayer, gloves		\$302.95		
29115	04/13/2020	Open			Accounts Payable	Call One	\$6,239.22		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	214051		04/06/2020		phones		\$6,239.22		
29116	04/13/2020	Open			Accounts Payable	Case Lots, Inc.	\$1,474.50		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	3062		04/06/2020		white towels, 2mil black can liner		\$256.40		
	3094		04/06/2020		toilet paper		\$54.95		
	3309		04/06/2020		lysol		\$179.90		
	3341		04/06/2020		clorox wipes		\$97.80		
	3346		04/06/2020		lysol		\$89.95		
	3831		04/06/2020		paper towels, hand cleaner, toilet paper, can liners, bleach		\$795.50		
29117	04/13/2020	Open			Accounts Payable	Chariot Automotive	\$100.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	78021		04/06/2020		towing		\$100.00		
29118	04/13/2020	Open			Accounts Payable	Cintas Corp	\$247.21		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	5016156479		04/06/2020		eye wash station		\$247.21		
29119	04/13/2020	Open			Accounts Payable	Comcast	\$239.85		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2020-00000272		04/06/2020		8771 20 167 0055098 - internet @ VH		\$239.85		
29120	04/13/2020	Open			Accounts Payable	Comcast	\$41.01		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2020-00000271		04/06/2020		8771 20 167 0009616 - cable at VH		\$41.01		
29121	04/13/2020	Open			Accounts Payable	ComEd	\$136.39		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2020-00000273		04/06/2020		0843143359 - svc @ 8820 Washington, pump station		\$136.39		

# Corporate Warrant - 04/13/20

From Payment Date: 3/24/2020 - To Payment Date: 4/13/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
29122	04/13/2020	Open			Accounts Payable	Constellation NewEnergy, Inc.	\$14,341.55		
	Invoice		Date	Description		Amount			
	16945150501		04/06/2020	Account ID 8084729, street lighting		\$14,341.55			
29123	04/13/2020	Open			Accounts Payable	Constellation NewEnergy, Inc.	\$795.72		
	Invoice		Date	Description		Amount			
	16852965601		04/06/2020	Account ID 8084730 street lighting		\$795.72			
29124	04/13/2020	Open			Accounts Payable	Constellation NewEnergy, Inc.	\$231.54		
	Invoice		Date	Description		Amount			
	16882707201		04/06/2020	Account ID 8084738, street lighting		\$231.54			
29125	04/13/2020	Open			Accounts Payable	De Lage Landen Public Finance	\$1,817.79		
	Invoice		Date	Description		Amount			
	67228065		04/06/2020	copier contract #25420383		\$1,817.79			
29126	04/13/2020	Open			Accounts Payable	DeAno & Scarry LLC	\$1,440.00		
	Invoice		Date	Description		Amount			
	12557		04/06/2020	officer involved in shooting		\$1,440.00			
29127	04/13/2020	Open			Accounts Payable	Delta Dental Of Illinois - Risk	\$9,595.52		
	Invoice		Date	Description		Amount			
	1326018		04/06/2020	Dental/Vision group #10448-000-00001-00000		\$9,490.98			
	1326019		04/06/2020	Dental Insurance - group #10448-000-00002-00001		\$104.54			
29128	04/13/2020	Open			Accounts Payable	Delta Gloves	\$95.65		
	Invoice		Date	Description		Amount			
	INV164553		04/06/2020	original black magic nitrex exam xl		\$95.65			
29129	04/13/2020	Open			Accounts Payable	Driveshaft Unlimited, Inc.	\$227.00		
	Invoice		Date	Description		Amount			
	79470		04/06/2020	replaced slip yoke		\$227.00			
29130	04/13/2020	Open			Accounts Payable	Eastern Illinois University	\$90.00		
	Invoice		Date	Description		Amount			
	2020		04/06/2020	IMTA membership renewal		\$90.00			
29131	04/13/2020	Open			Accounts Payable	Electrical Resource Management	\$170.00		
	Invoice		Date	Description		Amount			
	42803		04/06/2020	freight charges for wayfinding signs		\$170.00			
29132	04/13/2020	Open			Accounts Payable	Factory Motor Parts	\$578.75		
	Invoice		Date	Description		Amount			
	50-2753059		04/06/2020	premium brake rotor, kit-brake lining		\$266.86			
	50-2775211		04/06/2020	throttle body sensor, throttle body gasket, cetane booster		\$311.89			
29133	04/13/2020	Open			Accounts Payable	FedEx	\$46.50		
	Invoice		Date	Description		Amount			
	6-968-21613		04/06/2020	shipping		\$46.50			
29134	04/13/2020	Open			Accounts Payable	Foster's Truck Repair	\$141.00		
	Invoice		Date	Description		Amount			
	36020		04/06/2020	truck repair		\$141.00			
29135	04/13/2020	Open			Accounts Payable	Freeway Ford Truck Sales Inc.	\$106.76		
	Invoice		Date	Description		Amount			
	533735		04/06/2020	sp ca condu		\$106.76			

# Corporate Warrant - 04/13/20

From Payment Date: 3/24/2020 - To Payment Date: 4/13/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
29136	04/13/2020	Open			Accounts Payable	Fullmer Locksmith Service	\$16.75		
	Invoice		Date	Description		Amount			
	N23209		04/06/2020	cut keys, cut key special composite		\$16.75			
29137	04/13/2020	Open			Accounts Payable	Garvey's Office Products	\$137.15		
	Invoice		Date	Description		Amount			
	PINV1897552		04/06/2020	envelopes, 3 hole punch, thermal paper rolls, batteries, clips		\$137.15			
29138	04/13/2020	Open			Accounts Payable	GMF Contractors	\$77.75		
	Invoice		Date	Description		Amount			
	58071		04/06/2020	remove and replace bad muffler		\$77.75			
29139	04/13/2020	Open			Accounts Payable	Graf Tree Care	\$720.00		
	Invoice		Date	Description		Amount			
	12961		04/06/2020	urban forestry consulting		\$360.00			
	13230		04/06/2020	urban forestry consulting		\$360.00			
29140	04/13/2020	Open			Accounts Payable	Growing Community Media, NFP	\$781.00		
	Invoice		Date	Description		Amount			
	44038-R		04/06/2020	rfp for motor grader		\$305.00			
	44037-R		04/06/2020	PD HVAC replacement		\$476.00			
29141	04/13/2020	Open			Accounts Payable	Hancock Engineering	\$130,797.50		
	Invoice		Date	Description		Amount			
	20-0247		04/06/2020	2020 street improvements - design engineering		\$30,700.00			
	20-0248		04/06/2020	south ext of des plaines river trail, 31st/maple improvement		\$700.00			
	20-0249		04/06/2020	2020 miscellaneous projects		\$1,900.00			
	20-0250		04/06/2020	3909 forest - residential review		\$700.00			
	20-0251		04/06/2020	47th street and eberly intersection improvements		\$420.00			
	20-0252		04/06/2020	ogden ave corridor improvements - concept plan		\$4,525.00			
	20-0253		04/06/2020	2020 STP funding applications		\$15,037.50			
	20-0162		04/06/2020	public library improvement - plan review		\$140.00			
	20-0163		04/06/2020	2020 street improvements - design engineering		\$73,540.00			
	20-0164		04/06/2020	south ext of des plaines river trail, 31st/maple improvement		\$840.00			
	20-0165		04/06/2020	2020 miscellaneous projects		\$1,875.00			
	20-0166		04/06/2020	2018 LMO-2 report		\$420.00			
29142	04/13/2020	Open			Accounts Payable	Heat Engineering Co, The	\$1,570.23		
	Invoice		Date	Description		Amount			
	187067		04/06/2020	fix heat at train station		\$455.29			
	186529		04/06/2020	replace motor at fire station 1		\$1,114.94			
29143	04/13/2020	Open			Accounts Payable	House of Doors, Inc.	\$361.76		
	Invoice		Date	Description		Amount			
	15420		04/06/2020	temporary repairs to overhead door		\$361.76			
29144	04/13/2020	Open			Accounts Payable	ICON Bronze LLC	\$2,900.00		
	Invoice		Date	Description		Amount			
	31920BALANCE		04/06/2020	Balance due for life size bronze modern day battle cross		\$2,900.00			

# Corporate Warrant - 04/13/20

From Payment Date: 3/24/2020 - To Payment Date: 4/13/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
29145	04/13/2020	Open			Accounts Payable	Impact Networking, LLC	\$495.00		
	Invoice		Date	Description		Amount			
	1736666		04/06/2020	copy paper		\$495.00			
29146	04/13/2020	Open			Accounts Payable	Interstate Battery System of Central Chicago	\$279.90		
	Invoice		Date	Description		Amount			
	33640482		04/06/2020	mtp-65hd		\$279.90			
29147	04/13/2020	Open			Accounts Payable	IRMA	\$1,255.72		
	Invoice		Date	Description		Amount			
	177652-01		04/06/2020	reimbursement for claim - State Farm/Tana Baginski		\$1,255.72			
29148	04/13/2020	Open			Accounts Payable	Johnson Controls Security Solutions	\$90.00		
	Invoice		Date	Description		Amount			
	34003757		04/06/2020	quarterly billing 04/01/20-06/30/20		\$90.00			
29149	04/13/2020	Open			Accounts Payable	Kane, Mc Kenna and Associates, Inc.	\$675.00		
	Invoice		Date	Description		Amount			
	16945		04/06/2020	proposed 2019 downtown tif		\$262.50			
	16944		04/06/2020	proposed amendment for 8 corners tif		\$412.50			
29150	04/13/2020	Open			Accounts Payable	Kiesler's Police Supply	\$388.70		
	Invoice		Date	Description		Amount			
	IN123892		04/06/2020	ammunition		\$388.70			
29151	04/13/2020	Open			Accounts Payable	Kimball Midwest	\$39.55		
	Invoice		Date	Description		Amount			
	7789226		04/06/2020	pen		\$39.55			
29152	04/13/2020	Open			Accounts Payable	L-K Fire Extinguisher Service	\$579.40		
	Invoice		Date	Description		Amount			
	72906		04/06/2020	fire extinguisher maintenance		\$579.40			
29153	04/13/2020	Open			Accounts Payable	Lawson Products, Inc.	\$113.02		
	Invoice		Date	Description		Amount			
	9307451470		04/06/2020	gloves, hex cap screw grade 8		\$113.02			
29154	04/13/2020	Open			Accounts Payable	LEHIGH HANSON	\$491.58		
	Invoice		Date	Description		Amount			
	5800821		04/06/2020	bed/backfill		\$491.58			
29155	04/13/2020	Open			Accounts Payable	M.E. Simpson Co., Inc.	\$475.00		
	Invoice		Date	Description		Amount			
	34852		04/06/2020	leak location services		\$475.00			
29156	04/13/2020	Open			Accounts Payable	Menards	\$276.02		
	Invoice		Date	Description		Amount			
	45679		04/06/2020	tub, drill bit, paint, rebar, concrete mix, foam brush set, trim		\$180.46			
	44779		04/06/2020	weathertight tote		\$10.99			
	44535		04/06/2020	spakling knife, all surface, textured 2x4		\$84.57			
29157	04/13/2020	Open			Accounts Payable	MGP, Inc	\$3,491.32		
	Invoice		Date	Description		Amount			
	5354		04/06/2020	GIS staffing services		\$3,491.32			

# Corporate Warrant - 04/13/20

From Payment Date: 3/24/2020 - To Payment Date: 4/13/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
29158	04/13/2020	Open			Accounts Payable	Midwest Office Interiors	\$9,263.89		
	Invoice		Date	Description		Amount			
	260714		04/06/2020	furniture for interview room, records room		\$9,263.89			
29159	04/13/2020	Open			Accounts Payable	Monroe Truck Equipment	\$554.40		
	Invoice		Date	Description		Amount			
	329252		04/06/2020	boss, uc/rt3		\$554.40			
29160	04/13/2020	Open			Accounts Payable	NAPA Auto Parts	\$943.43		
	Invoice		Date	Description		Amount			
	6308-764550		04/06/2020	nitrile dispos glove		\$12.99			
	6308-763074		04/06/2020	vacuum tubing		\$3.60			
	6308-763064		04/06/2020	adapter trailer wire		\$11.47			
	6308-752368		04/06/2020	lamp		\$7.32			
	6308-764700		04/06/2020	latex dispos glove		\$14.99			
	6308-764571		04/06/2020	latex dispos glove		\$89.94			
	6308-764109		04/06/2020	nitrile dispos glove		\$32.97			
	6308-763704		04/06/2020	plenum gasket-intake		\$12.58			
	6308-762084		04/06/2020	clip-on cert holder		\$5.58			
	6308-762834		04/06/2020	air filter		\$103.06			
	6308-763497		04/06/2020	latex dispos glove, belt and tensioner kit, spark plug		\$252.93			
	6308-762374		04/06/2020	idler arm assembly		\$99.15			
	707964		04/06/2020	CREDITS/RETURNS		\$22.16			
	708005		04/06/2020	CREDITS/RETURNS		\$7.79			
	708006		04/06/2020	CREDITS/RETURNS		\$0.68			
	708007		04/06/2020	CREDITS/RETURNS		\$6.31			
	708009		04/06/2020	PARTS AND SUPPLIES		\$7.04			
	708010		04/06/2020	CREDITS/RETURNS		\$11.66			
	703646		04/06/2020	CREDITS/RETURNS		(\$50.52)			
	704385		04/06/2020	starter, core deposit, fuse pac		\$262.23			
	713705		04/06/2020	tank heater, connector		\$53.42			
	712236		04/06/2020	warranty		(\$69.99)			
	718312		04/06/2020	oil filter, fuel filter		\$46.07			
29161	04/13/2020	Open			Accounts Payable	NAPA Auto Parts	\$45.06		
	Invoice		Date	Description		Amount			
	6306-536563		04/06/2020	spark plug-iridium		\$45.06			
29162	04/13/2020	Open			Accounts Payable	NCPERS Group Life Ins.	\$184.00		
	Invoice		Date	Description		Amount			
	3090042020		04/06/2020	supplemental life insurance		\$184.00			
29163	04/13/2020	Open			Accounts Payable	NICOR	\$595.84		
	Invoice		Date	Description		Amount			
	2020-00000282		04/06/2020	3840 Maple		\$190.16			
	2020-00000283		04/06/2020	4301 Elm		\$65.17			
	2020-00000284		04/06/2020	4523 Eberly		\$301.31			
	2020-00000285		04/06/2020	8820 Washington		\$39.20			
29164	04/13/2020	Open			Accounts Payable	North American Safety Inc	\$94.00		
	Invoice		Date	Description		Amount			
	INV49670		04/06/2020	winter lined armor skin mechanics glove		\$94.00			

# Corporate Warrant - 04/13/20

From Payment Date: 3/24/2020 - To Payment Date: 4/13/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
29165	04/13/2020	Open			Accounts Payable	Northwestern University	\$88.00		
	Invoice		Date	Description		Amount			
	26983		04/06/2020	SPSC graduation luncheon		\$88.00			
29166	04/13/2020	Open			Accounts Payable	Orkin Inc.	\$542.30		
	Invoice		Date	Description		Amount			
	194977370		04/06/2020	pest control - 3830 Maple		\$69.75			
	194976974		04/06/2020	pest control - 4301 Elm		\$52.41			
	194977367		04/06/2020	pest control - 4523 Eberly		\$63.42			
	194976833		04/06/2020	pest control - 4545 Eberly		\$82.20			
	194977366		04/06/2020	pest control - 8820 Brookfield		\$78.31			
	194976158		04/06/2020	pest control - fire stations 1&2		\$125.07			
	194976855		04/06/2020	pest control - train station		\$71.14			
29167	04/13/2020	Open			Accounts Payable	Perfect Mulch Products	\$500.00		
	Invoice		Date	Description		Amount			
	28358		04/06/2020	tipping fee		\$100.00			
	28365		04/06/2020	tipping fee		\$250.00			
	28368		04/06/2020	tipping fee		\$150.00			
29168	04/13/2020	Open			Accounts Payable	Priority Print	\$238.25		
	Invoice		Date	Description		Amount			
	20200352		04/06/2020	business cards - weissgerber		\$28.50			
	20200496		04/06/2020	notice of violation		\$209.75			
29169	04/13/2020	Open			Accounts Payable	ProxiT Technology Solutions	\$100.00		
	Invoice		Date	Description		Amount			
	21116		04/06/2020	office 365 business premium		\$100.00			
29170	04/13/2020	Open			Accounts Payable	Quadient Leasing USA, Inc	\$1,170.69		
	Invoice		Date	Description		Amount			
	N8232302		04/06/2020	Mail machine lease payment		\$1,170.69			
29171	04/13/2020	Open			Accounts Payable	Restore Construction Inc.	\$2,198.00		
	Invoice		Date	Description		Amount			
	S-9110		04/06/2020	4118 park - service charge, framing studs		\$229.00			
	S-9109		04/06/2020	3626 sunnyside - service charge, additional wood openings		\$1,969.00			
29172	04/13/2020	Open			Accounts Payable	Russel's Painting	\$7,900.00		
	Invoice		Date	Description		Amount			
	1519		04/06/2020	remove door and jam, frame and drywall opening		\$3,050.00			
	1518		04/06/2020	police conference room sound proof drywall		\$4,850.00			
29173	04/13/2020	Open			Accounts Payable	Russo's Power Equipment Inc	\$1,079.40		
	Invoice		Date	Description		Amount			
	SPI10108151		04/06/2020	tree gator 20 gallon		\$1,079.40			
29174	04/13/2020	Open			Accounts Payable	Sam's Club	\$426.13		
	Invoice		Date	Description		Amount			
	002371		04/06/2020	water, sprite, heart shaped cookie, pepsi		\$63.83			
	000550		04/06/2020	water, sprite, plates, pepsi		\$39.65			
	000549		04/06/2020	tylenol, advil, halls, tums, bandaids, lens wipes		\$70.74			
	000000-012320		04/06/2020	FOOD AND BEVERAGE		\$42.96			
	000923		04/06/2020	CREDITS/RETURNS		(\$46.24)			
	000924		04/06/2020	cups, water, kleenex, lens wipes, pens		\$72.72			

# Corporate Warrant - 04/13/20

From Payment Date: 3/24/2020 - To Payment Date: 4/13/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	002899		04/06/2020		advil, fr van pump		\$30.93		
	000000-021120		04/06/2020		merchandise/consumables		\$100.36		
	000000-011520		04/06/2020		merchandise/consumables		\$51.18		
29175	04/13/2020	Open			Accounts Payable	SERVPRO	\$590.00		
	Invoice		Date		Description		Amount		
	1958 Clean		04/06/2020		police cars and boys restroom cleaned due to covid-19		\$590.00		
29176	04/13/2020	Open			Accounts Payable	Sirchie Fingerprint Labs	\$362.80		
	Invoice		Date		Description		Amount		
	0440068-IN		04/06/2020		evidence integrity tape, evd tubing, preprinted		\$273.85		
					evidence bags				
	0440110-IN		04/06/2020		split sock hood, duquenois levine test		\$88.95		
29177	04/13/2020	Open			Accounts Payable	Six F Studio, LLC	\$435.00		
	Invoice		Date		Description		Amount		
	73436		04/06/2020		website maintenance package		\$435.00		
29178	04/13/2020	Open			Accounts Payable	Sports Kids Inc	\$1,224.69		
	Invoice		Date		Description		Amount		
	227462		04/06/2020		winter 2019 session		\$1,224.69		
29179	04/13/2020	Open			Accounts Payable	Standard Equipment Co.	\$4,519.62		
	Invoice		Date		Description		Amount		
	P20421		04/06/2020		pad-hopper wear d-ship		\$23.93		
	P20356		04/06/2020		chain-pelican, conv driven spr, sprocket, drive key, set screw		\$112.82		
	P20357		04/06/2020		wldt-upper conv, bearing, pad-hopper wear, belt-chevron		\$4,382.87		
29180	04/13/2020	Open			Accounts Payable	Standard Industrial & Auto Equip., Inc	\$1,818.24		
	Invoice		Date		Description		Amount		
	WO-5317		04/06/2020		repair pressure washer		\$1,025.04		
	WO-5414		04/06/2020		pressure washer repairs		\$793.20		
29181	04/13/2020	Open			Accounts Payable	Storino, Ramello & Durkin	\$68,569.69		
	Invoice		Date		Description		Amount		
	79981		04/06/2020		additional village legal fees - january 2020		\$21,728.35		
	79864		04/06/2020		retainer - february 2020		\$13,700.00		
	79865		04/06/2020		disbursements for january 2020		\$218.53		
	79867		04/06/2020		des plaines river trail south extension		\$430.50		
	80071		04/06/2020		additional village legal fees - february 2020		\$18,577.90		
	80068		04/06/2020		retainer - march 2020		\$13,700.00		
	80069		04/06/2020		disbursements for february 2020		\$214.41		
29182	04/13/2020	Open			Accounts Payable	Stryker Sales Corporation	\$1,299.60		
	Invoice		Date		Description		Amount		
	2954042M		04/06/2020		procare maintenance agreement 9/18/18-9/17/21, qtrly pmt		\$1,299.60		
29183	04/13/2020	Open			Accounts Payable	Suburban Laboratories, Inc.	\$605.00		
	Invoice		Date		Description		Amount		
	174120		04/06/2020		coliform presence-absence for IEPA		\$605.00		

# Corporate Warrant - 04/13/20

From Payment Date: 3/24/2020 - To Payment Date: 4/13/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
29184	04/13/2020	Open			Accounts Payable	Third Millennium Associates, Inc	\$894.11		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	24569		04/06/2020	march utility bills - AB & D		\$894.11			
29185	04/13/2020	Open			Accounts Payable	Thompson Elevator Inspection Service Inc.	\$1,201.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	19-2748		04/06/2020	faith lutheran church		\$50.00			
	19-3223		04/06/2020	british home, seguin, brookfield terrace, gross school, czech mi		\$808.00			
	19-3572		04/06/2020	brookfield public library		\$50.00			
	19-3668		04/06/2020	seguin, se gross, congress park		\$150.00			
	19-3868		04/06/2020	british home, faith lutheran church		\$143.00			
29186	04/13/2020	Open			Accounts Payable	Traffic Control & Protection	\$5,392.10		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	103555		04/06/2020	telspar post		\$2,550.00			
	103504		04/06/2020	street name omncube		\$2,842.10			
29187	04/13/2020	Open			Accounts Payable	Unifirst Corporation	\$1,975.53		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	061 1253919		04/06/2020	Metra Station Mats		\$48.90			
	061 1253918		04/06/2020	Village Hall Mats		\$205.76			
	081 1461660		04/06/2020	laundry service		\$234.70			
	061 1273994		04/06/2020	Village Hall Mats		\$218.34			
	061 1273995		04/06/2020	Metra Station Mats		\$52.45			
	061 1273993		04/06/2020	Public Works Mats		\$53.25			
	081 1463533		04/06/2020	laundry service		\$255.49			
	061 1270643		04/06/2020	Village Hall Mats		\$218.34			
	061 1270644		04/06/2020	Metra Station Mats		\$52.45			
	061 1270642		04/06/2020	Public Works Mats		\$53.25			
	081 1465372		04/06/2020	laundry service		\$234.70			
	061 1272329		04/06/2020	Village Hall Mats		\$230.79			
	061 1272330		04/06/2020	Metra Station Mats		\$55.40			
	061 1272328		04/06/2020	Public Works Mats		\$61.71			
29188	04/13/2020	Open			Accounts Payable	Verizon Wireless	\$3,063.57		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	9850718474		04/06/2020	Acct #442061011-00001, wireless service		\$72.08			
	9851159387		04/06/2020	Acct #742014313-00001 trustee ipads		\$113.69			
	9851358496		04/06/2020	Acct #685033343-00001 cell phones		\$2,877.80			
29189	04/13/2020	Open			Accounts Payable	Wentworth Tire Service	\$512.20		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	40037075		04/06/2020	tires		\$512.20			
29190	04/13/2020	Open			Accounts Payable	West Cook County Solid Waste Agency	\$15,797.04		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	0004660-IN		04/06/2020	Disp/Admin fee		\$15,797.04			
29191	04/13/2020	Open			Accounts Payable	West Side Tractor Sales Co.	\$431.32		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	N90826		04/06/2020	fuel filter		\$165.11			

# Corporate Warrant - 04/13/20

From Payment Date: 3/24/2020 - To Payment Date: 4/13/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	N90731		04/06/2020		fuel filter, filter element, oil filter		\$266.21		
29192	04/13/2020	Open			Accounts Payable	Wholesale Direct Inc.		\$1,622.31	
	Invoice		Date		Description		Amount		
	000244254		04/06/2020		wireless remote spotlight, srfce mt int cargo lt		\$1,541.70		
	000244314		04/06/2020		sngl face p/t amber stud		\$80.61		
29193	04/13/2020	Open			Accounts Payable	Zoll		\$59.00	
	Invoice		Date		Description		Amount		
	3036111		04/06/2020		assy housing front, label, electrodes, module speaker		\$59.00		
29194	04/13/2020	Open			Accounts Payable	Flores, Daniel		\$8.91	
	Invoice		Date		Description		Amount		
	031220		04/07/2020		meals at IVC refresher training		\$8.91		
29195	04/13/2020	Open			Accounts Payable	Baumruck, Jason		\$73.91	
	Invoice		Date		Description		Amount		
	032320		04/07/2020		reimbursement - protective eyewear, spray bottles		\$73.91		
29196	04/13/2020	Open			Accounts Payable	Brookfield/North Riverside Water Commission		\$275,830.05	
	Invoice		Date		Description		Amount		
	2020-00000325		04/07/2020		Water Bill - March 2020		\$275,830.05		
29197	04/13/2020	Open			Accounts Payable	Law Offices of John L Fioti		\$2,012.50	
	Invoice		Date		Description		Amount		
	BF 03-20		04/07/2020		march 2020 adjudication		\$2,012.50		
29198	04/13/2020	Open			Accounts Payable	Visa		\$149.86	
	Invoice		Date		Description		Amount		
	2020-00000324		04/07/2020		CEDD account *2652		\$118.00		
	2020-00000326		04/07/2020		finance *2470		\$31.86		
29199	04/13/2020	Open			Accounts Payable	Aguilar, Jennifer		\$48.00	
	Invoice		Date		Description		Amount		
	RT10683		04/07/2020		bunny brunch bonanza		\$48.00		
29200	04/13/2020	Open			Accounts Payable	Alvarez, Saul		\$14.50	
	Invoice		Date		Description		Amount		
	RT10690		04/07/2020		adult and tot triple		\$14.50		
29201	04/13/2020	Open			Accounts Payable	Anderson, Nathan		\$170.00	
	Invoice		Date		Description		Amount		
	RT10708		04/07/2020		baseball fun, basketball fundament		\$170.00		
29202	04/13/2020	Open			Accounts Payable	Anderson, Nathan		\$60.00	
	Invoice		Date		Description		Amount		
	RT10757		04/02/2020		youth tennis		\$60.00		
29203	04/13/2020	Open			Accounts Payable	Angio, Susan		\$75.00	
	Invoice		Date		Description		Amount		
	RT10753		04/02/2020		kids first track & field		\$75.00		
29204	04/13/2020	Open			Accounts Payable	Angio, Susan		\$67.00	
	Invoice		Date		Description		Amount		
	RT10766		04/02/2020		dodge ball		\$67.00		

# Corporate Warrant - 04/13/20

From Payment Date: 3/24/2020 - To Payment Date: 4/13/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
29205	04/13/2020	Open			Accounts Payable	Beattie, Dana	\$75.00		
	Invoice		Date	Description			Amount		
	RT10670		04/07/2020	basketball fundament			\$75.00		
29206	04/13/2020	Open			Accounts Payable	Becktel, Timothy	\$36.00		
	Invoice		Date	Description			Amount		
	RT10670		04/07/2020	bunny brunch bonanza			\$36.00		
29207	04/13/2020	Open			Accounts Payable	Bialy, Karen	\$60.00		
	Invoice		Date	Description			Amount		
	RT10668		04/07/2020	bunny brunch bonanza			\$60.00		
29208	04/13/2020	Open			Accounts Payable	Borkovec, Stephanie	\$9.50		
	Invoice		Date	Description			Amount		
	RT10692		04/07/2020	adult and tot triple			\$9.50		
29209	04/13/2020	Open			Accounts Payable	Bortoli, Diane	\$36.00		
	Invoice		Date	Description			Amount		
	RT10672		04/07/2020	bunny brunch bonanza			\$36.00		
29210	04/13/2020	Open			Accounts Payable	Brosnan, Kevin	\$67.00		
	Invoice		Date	Description			Amount		
	RT10724		04/07/2020	dodge ball			\$67.00		
29211	04/13/2020	Open			Accounts Payable	Brown, Adam	\$38.00		
	Invoice		Date	Description			Amount		
	RT10758		04/02/2020	tot track field			\$38.00		
29212	04/13/2020	Open			Accounts Payable	Burns, Brigid	\$38.00		
	Invoice		Date	Description			Amount		
	RT10761		04/02/2020	adult & tot t-ball			\$38.00		
29213	04/13/2020	Open			Accounts Payable	Butler, Brian	\$75.00		
	Invoice		Date	Description			Amount		
	RT10709		04/07/2020	baseball fun			\$75.00		
29214	04/13/2020	Open			Accounts Payable	Campbell-Dziak, Sherry	\$38.00		
	Invoice		Date	Description			Amount		
	RT10751		04/02/2020	adult and tot triple			\$38.00		
29215	04/13/2020	Open			Accounts Payable	Capen, Tess	\$210.00		
	Invoice		Date	Description			Amount		
	RT10656		04/07/2020	art for kids			\$210.00		
29216	04/13/2020	Open			Accounts Payable	Carrera, Manuel	\$9.50		
	Invoice		Date	Description			Amount		
	RT10700		04/07/2020	little dribblers			\$9.50		
29217	04/13/2020	Open			Accounts Payable	Cervantes, Anneliese	\$38.00		
	Invoice		Date	Description			Amount		
	RT10759		04/02/2020	instructional t-ball			\$38.00		
29218	04/13/2020	Open			Accounts Payable	Cheema, Renee	\$24.00		
	Invoice		Date	Description			Amount		
	RT10671		04/07/2020	bunny brunch bonanza			\$24.00		

# Corporate Warrant - 04/13/20

From Payment Date: 3/24/2020 - To Payment Date: 4/13/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
29219	04/13/2020	Open			Accounts Payable	Clarno, Bridgette	\$60.00		
	Invoice		Date	Description			Amount		
	RT10685		04/07/2020	bunny brunch bonanza			\$60.00		
29220	04/13/2020	Open			Accounts Payable	Cortez, Darli	\$85.00		
	Invoice		Date	Description			Amount		
	RT10710		04/07/2020	baseball fun			\$85.00		
29221	04/13/2020	Open			Accounts Payable	Darrah, Bozena	\$80.00		
	Invoice		Date	Description			Amount		
	RT10658		04/07/2020	art for kids			\$80.00		
29222	04/13/2020	Open			Accounts Payable	Draege, Sarah	\$100.00		
	Invoice		Date	Description			Amount		
	RT10735		04/07/2020	archery and lunch camp			\$100.00		
29223	04/13/2020	Open			Accounts Payable	Draege, Sarah	\$40.00		
	Invoice		Date	Description			Amount		
	RT10749		04/02/2020	family archery			\$40.00		
29224	04/13/2020	Open			Accounts Payable	Draege, Sarah	\$40.00		
	Invoice		Date	Description			Amount		
	RT10771		04/02/2020	family archery			\$40.00		
29225	04/13/2020	Open			Accounts Payable	Duner, Kenyon	\$100.00		
	Invoice		Date	Description			Amount		
	RT10736		04/07/2020	archery and lunch camp			\$100.00		
29226	04/13/2020	Open			Accounts Payable	Eddy, Kim	\$150.00		
	Invoice		Date	Description			Amount		
	RT10711		04/07/2020	baseball fun, basketball fundament			\$150.00		
29227	04/13/2020	Open			Accounts Payable	Eddy, Kim	\$70.00		
	Invoice		Date	Description			Amount		
	RT10657		04/07/2020	art for kids			\$70.00		
29228	04/13/2020	Open			Accounts Payable	Estrada, Freddie	\$38.00		
	Invoice		Date	Description			Amount		
	RT10747		04/02/2020	junior gymnastics			\$38.00		
29229	04/13/2020	Open			Accounts Payable	Frailey-Simpson, Maggie	\$48.00		
	Invoice		Date	Description			Amount		
	RT10676		04/07/2020	bunny brunch bonanza			\$48.00		
29230	04/13/2020	Open			Accounts Payable	Gach, Laura	\$48.00		
	Invoice		Date	Description			Amount		
	RT10666		04/07/2020	bunny brunch bonanza			\$48.00		
29231	04/13/2020	Open			Accounts Payable	Gallagher, Ryan	\$9.50		
	Invoice		Date	Description			Amount		
	RT10693		04/07/2020	adult and tot triple			\$9.50		
29232	04/13/2020	Open			Accounts Payable	Gregoire, Rachel	\$57.00		
	Invoice		Date	Description			Amount		
	RT10746		04/02/2020	baby tunes			\$57.00		

# Corporate Warrant - 04/13/20

From Payment Date: 3/24/2020 - To Payment Date: 4/13/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
29233	04/13/2020	Open			Accounts Payable	Grote, Brian	\$67.00		
	Invoice		Date	Description			Amount		
	RT10727		04/07/2020	volleyball fundament			\$67.00		
29234	04/13/2020	Open			Accounts Payable	Gutfeld, Angelica	\$48.00		
	Invoice		Date	Description			Amount		
	RT10688		04/07/2020	bunny brunch bonanza			\$48.00		
29235	04/13/2020	Open			Accounts Payable	Haller, Julie	\$67.00		
	Invoice		Date	Description			Amount		
	RT10726		04/07/2020	dodge ball			\$67.00		
29236	04/13/2020	Open			Accounts Payable	Haller, Julie	\$67.00		
	Invoice		Date	Description			Amount		
	RT10767		04/02/2020	dodge ball			\$67.00		
29237	04/13/2020	Open			Accounts Payable	Halmon, Jamie	\$70.00		
	Invoice		Date	Description			Amount		
	RT10662		04/07/2020	art for kids			\$70.00		
29238	04/13/2020	Open			Accounts Payable	Hart, Joshua	\$80.00		
	Invoice		Date	Description			Amount		
	RT10659		04/07/2020	art for kids			\$80.00		
29239	04/13/2020	Open			Accounts Payable	Heinl, Russel	\$150.00		
	Invoice		Date	Description			Amount		
	RT10717		04/07/2020	basketball fundament			\$150.00		
29240	04/13/2020	Open			Accounts Payable	Hodak, Sara	\$30.00		
	Invoice		Date	Description			Amount		
	RT10737		04/07/2020	youth special ops			\$30.00		
29241	04/13/2020	Open			Accounts Payable	Holmes, Sara	\$48.00		
	Invoice		Date	Description			Amount		
	RT10682		04/07/2020	bunny brunch bonanza			\$48.00		
29242	04/13/2020	Open			Accounts Payable	Infusino, Jennie	\$67.00		
	Invoice		Date	Description			Amount		
	RT10728		04/07/2020	volleyball fundament			\$67.00		
29243	04/13/2020	Open			Accounts Payable	Ingraham, Nelly	\$9.50		
	Invoice		Date	Description			Amount		
	RT10704		04/07/2020	little dribblers			\$9.50		
29244	04/13/2020	Open			Accounts Payable	Iwert, Jon	\$48.00		
	Invoice		Date	Description			Amount		
	RT10675		04/07/2020	bunny brunch bonanza			\$48.00		
29245	04/13/2020	Open			Accounts Payable	Jaeky, Brooke	\$75.00		
	Invoice		Date	Description			Amount		
	RT10755		04/02/2020	basketball fundament			\$75.00		
29246	04/13/2020	Open			Accounts Payable	Kaluzny, Katie	\$75.00		
	Invoice		Date	Description			Amount		
	RT10718		04/07/2020	basketball fundament			\$75.00		

# Corporate Warrant - 04/13/20

From Payment Date: 3/24/2020 - To Payment Date: 4/13/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
29247	04/13/2020	Open			Accounts Payable	Kaumeyer, Ashley	\$9.50		
	Invoice		Date	Description		Amount			
	RT10701		04/07/2020	little dribblers		\$9.50			
29248	04/13/2020	Open			Accounts Payable	Kaumeyer, Ashley	\$76.00		
	Invoice		Date	Description		Amount			
	RT10745		04/02/2020	kidnastics		\$76.00			
29249	04/13/2020	Open			Accounts Payable	Kolodziejski, Victoria	\$36.00		
	Invoice		Date	Description		Amount			
	RT10674		04/07/2020	bunny brunch bonanza		\$36.00			
29250	04/13/2020	Open			Accounts Payable	Kostal, Michael	\$150.00		
	Invoice		Date	Description		Amount			
	RT10719		04/07/2020	basketball fundament		\$150.00			
29251	04/13/2020	Open			Accounts Payable	Kucia, Eloise	\$89.00		
	Invoice		Date	Description		Amount			
	RT10702		04/07/2020	volleyball fundament, little dribblers		\$89.00			
29252	04/13/2020	Open			Accounts Payable	Kumis, Maria	\$50.00		
	Invoice		Date	Description		Amount			
	RT10732		04/07/2020	tot gymnastics camp		\$50.00			
29253	04/13/2020	Open			Accounts Payable	Kumis, Maria	\$50.00		
	Invoice		Date	Description		Amount			
	RT10733		04/07/2020	tot gymnastics camp		\$50.00			
29254	04/13/2020	Open			Accounts Payable	Landman, Megan	\$38.00		
	Invoice		Date	Description		Amount			
	RT10699		04/07/2020	adult and tot triple		\$38.00			
29255	04/13/2020	Open			Accounts Payable	Landman, Megan	\$36.00		
	Invoice		Date	Description		Amount			
	RT10689		04/07/2020	bunny brunch bonanza		\$36.00			
29256	04/13/2020	Open			Accounts Payable	Loerop, Elizabeth	\$24.00		
	Invoice		Date	Description		Amount			
	RT10684		04/07/2020	bunny brunch bonanza		\$24.00			
29257	04/13/2020	Open			Accounts Payable	Lopez, Cesia	\$48.00		
	Invoice		Date	Description		Amount			
	RT10673		04/07/2020	bunny brunch bonanza		\$48.00			
29258	04/13/2020	Open			Accounts Payable	Maclennan, Jennifer	\$134.00		
	Invoice		Date	Description		Amount			
	RT10725		04/07/2020	dodge ball		\$134.00			
29259	04/13/2020	Open			Accounts Payable	Maclennan, Jennifer	\$134.00		
	Invoice		Date	Description		Amount			
	RT10765		04/02/2020	dodge ball		\$134.00			
29260	04/13/2020	Open			Accounts Payable	Mattinson, Sariah	\$84.50		
	Invoice		Date	Description		Amount			
	RT10703		04/07/2020	basketball fundament, little dribblers		\$84.50			

# Corporate Warrant - 04/13/20

From Payment Date: 3/24/2020 - To Payment Date: 4/13/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
29261	04/13/2020	Open			Accounts Payable	Mclynn, Kathleen	\$75.00		
	Invoice		Date	Description			Amount		
	RT10720		04/07/2020	basketball fundament			\$75.00		
29262	04/13/2020	Open			Accounts Payable	Miller, Alan	\$38.00		
	Invoice		Date	Description			Amount		
	RT10756		04/02/2020	junior tennis			\$38.00		
29263	04/13/2020	Open			Accounts Payable	Mohring, Karen	\$80.00		
	Invoice		Date	Description			Amount		
	RT10664		04/07/2020	art for kids			\$80.00		
29264	04/13/2020	Open			Accounts Payable	Murff, Jennifer	\$38.00		
	Invoice		Date	Description			Amount		
	RT10763		04/02/2020	adult & tot t-ball			\$38.00		
29265	04/13/2020	Open			Accounts Payable	Olaughlin	\$75.00		
	Invoice		Date	Description			Amount		
	RT10715		04/07/2020	basketball fundament			\$75.00		
29266	04/13/2020	Open			Accounts Payable	Olson, Karl	\$9.50		
	Invoice		Date	Description			Amount		
	RT10694		04/07/2020	adult and tot triple			\$9.50		
29267	04/13/2020	Open			Accounts Payable	Olson, Spencer	\$75.00		
	Invoice		Date	Description			Amount		
	RT10721		04/07/2020	basketball fundament			\$75.00		
29268	04/13/2020	Open			Accounts Payable	Ortega, Melissa	\$75.00		
	Invoice		Date	Description			Amount		
	RT10712		04/07/2020	baseball fun			\$75.00		
29269	04/13/2020	Open			Accounts Payable	Ortiz, Rocio	\$75.00		
	Invoice		Date	Description			Amount		
	RT10722		04/07/2020	basketball fundament			\$75.00		
29270	04/13/2020	Open			Accounts Payable	Otmanski, Michael	\$38.00		
	Invoice		Date	Description			Amount		
	RT10762		04/02/2020	adult & tot t-ball			\$38.00		
29271	04/13/2020	Open			Accounts Payable	Passero, Mike	\$75.00		
	Invoice		Date	Description			Amount		
	RT10713		04/07/2020	baseball fun			\$75.00		
29272	04/13/2020	Open			Accounts Payable	Pawelek, Lena	\$213.00		
	Invoice		Date	Description			Amount		
	RT10707		04/07/2020	baseball fun, tumbling camp			\$213.00		
29273	04/13/2020	Open			Accounts Payable	Pawelek, Lena	\$36.00		
	Invoice		Date	Description			Amount		
	RT10680		04/07/2020	bunny brunch bonanza			\$36.00		
29274	04/13/2020	Open			Accounts Payable	Pilch, Robert	\$67.00		
	Invoice		Date	Description			Amount		
	RT10730		04/07/2020	volleyball fundament			\$67.00		

# Corporate Warrant - 04/13/20

From Payment Date: 3/24/2020 - To Payment Date: 4/13/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
29275	04/13/2020	Open			Accounts Payable	Ramirez, Kate	\$19.00		
	Invoice		Date	Description		Amount			
	RT10695		04/07/2020	little dribblers, tot gymnastics camp, adult & tot triple		\$19.00			
29276	04/13/2020	Open			Accounts Payable	Rand, Tim	\$80.00		
	Invoice		Date	Description		Amount			
	RT10769		04/02/2020	youth archery		\$80.00			
29277	04/13/2020	Open			Accounts Payable	Rios, Jocelyn	\$9.50		
	Invoice		Date	Description		Amount			
	RT10705		04/07/2020	little dribblers		\$9.50			
29278	04/13/2020	Open			Accounts Payable	Rivera, Stephanie	\$48.00		
	Invoice		Date	Description		Amount			
	RT10760		04/02/2020	instructional t-ball		\$48.00			
29279	04/13/2020	Open			Accounts Payable	Rolewicz, Vicki	\$36.00		
	Invoice		Date	Description		Amount			
	RT10679		04/07/2020	bunny brunch bonanza		\$36.00			
29280	04/13/2020	Open			Accounts Payable	Ross, Whitney	\$80.00		
	Invoice		Date	Description		Amount			
	RT10661		04/07/2020	art for kids		\$80.00			
29281	04/13/2020	Open			Accounts Payable	Salcedo, Liset	\$9.50		
	Invoice		Date	Description		Amount			
	RT10696		04/07/2020	adult and tot triple		\$9.50			
29282	04/13/2020	Open			Accounts Payable	Salgado, Lesley	\$24.00		
	Invoice		Date	Description		Amount			
	RT10678		04/07/2020	bunny brunch bonanza		\$24.00			
29283	04/13/2020	Open			Accounts Payable	Sanborne, David	\$40.00		
	Invoice		Date	Description		Amount			
	RT10750		04/02/2020	adult archery		\$40.00			
29284	04/13/2020	Open			Accounts Payable	Spatzek, Kami	\$80.00		
	Invoice		Date	Description		Amount			
	RT10770		04/02/2020	family archery		\$80.00			
29285	04/13/2020	Open			Accounts Payable	Sperando, Melanie	\$9.50		
	Invoice		Date	Description		Amount			
	RT10697		04/07/2020	adult and tot triple		\$9.50			
29286	04/13/2020	Open			Accounts Payable	Svacha, Joey	\$36.00		
	Invoice		Date	Description		Amount			
	RT10665		04/07/2020	bunny brunch bonanza		\$36.00			
29287	04/13/2020	Open			Accounts Payable	Svensen, Michelle	\$48.00		
	Invoice		Date	Description		Amount			
	RT10681		04/07/2020	bunny brunch bonanza		\$48.00			
29288	04/13/2020	Open			Accounts Payable	Sytko, Dan	\$80.00		
	Invoice		Date	Description		Amount			
	RT10768		04/02/2020	youth archery		\$80.00			

# Corporate Warrant - 04/13/20

From Payment Date: 3/24/2020 - To Payment Date: 4/13/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
29289	04/13/2020	Open			Accounts Payable	Taliferro, Pamela	\$67.00		
	Invoice		Date	Description		Amount			
	RT10748		04/02/2020	volleyball fundament		\$67.00			
29290	04/13/2020	Open			Accounts Payable	Tinken, Adam	\$48.00		
	Invoice		Date	Description		Amount			
	RT10677		04/07/2020	bunny brunch bonanza		\$48.00			
29291	04/13/2020	Open			Accounts Payable	Tremaine, Stephanie	\$75.00		
	Invoice		Date	Description		Amount			
	RT10723		04/07/2020	basketball fundament		\$75.00			
29292	04/13/2020	Open			Accounts Payable	Tremaine, Stephenie	\$75.00		
	Invoice		Date	Description		Amount			
	RT10754		04/02/2020	basketball fundament		\$75.00			
29293	04/13/2020	Open			Accounts Payable	Troyer, Carmela	\$150.00		
	Invoice		Date	Description		Amount			
	RT10706		04/07/2020	baseball fun, basketball fundament		\$150.00			
29294	04/13/2020	Open			Accounts Payable	Vasquez, Victoria	\$75.00		
	Invoice		Date	Description		Amount			
	RT10752		04/02/2020	bumble bee yoga		\$75.00			
29295	04/13/2020	Open			Accounts Payable	Velasquez, Lucinda	\$67.00		
	Invoice		Date	Description		Amount			
	RT10731		04/07/2020	volleyball fundament		\$67.00			
29296	04/13/2020	Open			Accounts Payable	Welgos, Elizabeth, Rosen	\$30.00		
	Invoice		Date	Description		Amount			
	RT10764		04/02/2020	adult & tot kidnast		\$30.00			
29297	04/13/2020	Open			Accounts Payable	Wilson, Sarah	\$80.00		
	Invoice		Date	Description		Amount			
	RT10663		04/07/2020	art for kids		\$80.00			
29298	04/13/2020	Open			Accounts Payable	Zaviska, Meghan	\$210.00		
	Invoice		Date	Description		Amount			
	RT10660		04/07/2020	art for kids		\$210.00			
Type Check Totals:					202 Transactions		\$785,220.78		
<u>EFT</u>									
876	04/10/2020	Open			Accounts Payable	IMRF	\$34,666.43		
	Invoice		Date	Description		Amount			
	2020-00000259		04/10/2020	employee/employer contributions		\$34,666.43			
877	04/03/2020	Open			Accounts Payable	Village of Brookfield	\$313,742.13		
	Invoice		Date	Description		Amount			
	2020-00000260		04/03/2020	salaries		\$313,742.13			
878	04/03/2020	Open			Accounts Payable	Village of Brookfield	\$10,508.57		
	Invoice		Date	Description		Amount			
	2020-00000261		04/03/2020	FICA/Medicare		\$10,508.57			
879	04/03/2020	Open			Accounts Payable	Village of Brookfield	\$131.57		
	Invoice		Date	Description		Amount			
	2020-00000262		04/03/2020	SUI		\$131.57			

# Corporate Warrant - 04/13/20

From Payment Date: 3/24/2020 - To Payment Date: 4/13/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
880	04/03/2020	Open			Accounts Payable	Village of Brookfield	\$671.89		
	Invoice		Date	Description		Amount			
	2020-00000263		04/03/2020	Paycom processing fees		\$671.89			
881	03/30/2020	Open			Accounts Payable	Village of Brookfield	\$2,845.00		
	Invoice		Date	Description		Amount			
	2020-00000264		03/30/2020	Paycom processing fees - W2 adjustments		\$2,845.00			
882	04/06/2020	Open			Accounts Payable	Delta Dental Of Illinois - Risk	\$149.08		
	Invoice		Date	Description		Amount			
	2020-00000278		04/06/2020	Dental Insurance - group #10448-000-00002-00001		\$149.08			

Type EFT Totals:

PFC - PUBLIC FUND CHECKING Totals

7 Transactions

\$362,714.67

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	202	\$785,220.78	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>202</b>	<b>\$785,220.78</b>	<b>\$0.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	7	\$362,714.67	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>7</b>	<b>\$362,714.67</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	209	\$1,147,935.45	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>209</b>	<b>\$1,147,935.45</b>	<b>\$0.00</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	202	\$785,220.78	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>202</b>	<b>\$785,220.78</b>	<b>\$0.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	7	\$362,714.67	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>7</b>	<b>\$362,714.67</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	209	\$1,147,935.45	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>209</b>	<b>\$1,147,935.45</b>	<b>\$0.00</b>

VILLAGE OF BROOKFIELD  
BROOKFIELD, ILLINOIS 60513  
JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES  
AT A VILLAGE BOARD MEETING  
HELD ON MONDAY, MARCH 23, 2020  
IN THE BROOKFIELD MUNICIPAL BUILDING

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**MEMBERS PRESENT:** President Kit Ketchmark, Trustees Brian Conroy, Edward Cote, and David LeClere. Village Clerk Brigid Weber. Trustees Nicole Gilhooley, Michael Garvey, and Katie Kaluzny attended via video conference.

**MEMBERS ABSENT:** None

**ALSO PRESENT:** Village Manager Timothy C. Wiberg  
Assistant Village Manager George Issakoo  
Village Attorney Richard Ramello  
CD Director Ross Klicker  
Management Analyst Kathryn Angell  
Deputy Police Chief Michael Kuruvilla

On Monday, March 23, 2020 President Ketchmark called the Village Board of Trustees meeting to order at 6:30 P.M. and led the Pledge of Allegiance to the Flag.

**APPOINTMENTS AND PRESENTATIONS**

None.

**PUBLIC COMMENT**

None.

**REPORTS OF SPECIAL COMMITTEES**

**Finance, Library, DPW, Approval of Warrant(s) – Trustee Cote**

Trustee Cote, made a motion to approve Corporate Warrant dated March 23, 2020 in the amount of \$717,771.42, seconded by Trustee Conroy. Upon roll call the motion carried as follows: Ayes: Gilhooley, Garvey, Conroy, Cote, Kaluzny and LeClere. Nays: None. Absent: None

**Chamber of Commerce – Trustee Conroy**

**Parks and Recreation – Senior Citizens - Trustee Gilhooley**

**Planning and Zoning, WCMC Solid Waste – Trustee Garvey**

**Special Events – Trustee LeClere**

**Conservation and Beautification – Trustee Kaluzny**

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

**OMNIBUS AGENDA**

Approval of Minutes: Village Board Meeting March 9, 2020, Committee of the Whole Meeting March 9, 2020, and Executive Session Minutes from February 24, 2020

Approval of Ordinance 2020-33 Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Award a Liquor License to Brook Food and Liquor – 9016 47<sup>th</sup> Street

Approval of Resolution 2020-10R Requesting Motor Fuel Tax Funds (MFT) from the State of Illinois Pertaining to General Maintenance

Approval of Resolution 2020-11R Authorizing the Execution of an Amendment to the Intergovernmental Agreement Between the Village and Brookfield LaGrange Park School District 95 for the Cooperative Use and Maintenance of Buildings and Sites

Approval of Ordinance 2020-34 Authorizing a Sign Variance for Citgo at 3419 Maple Avenue

Approval of Ordinance 2020-35 Authorizing a Special Use Permit to Allow a Day Care Center at 9219 Broadway Avenue

Approval of Ordinance 2020-36 Authorizing a Sign Variance for Beach Avenue BBQ at 3453 Grand Boulevard

Approval of Resolution 2020-12R Collective Bargaining Agreement Between the Village of Brookfield and the Illinois Council of Police (ICOPS) – Patrol Officers and Sergeants

**REGULAR BUSINESS**

Consideration of Resolution 2020-13R Declaring an Emergency and Declaring the Village of Brookfield a Disaster Area Due to the Coronavirus (COVID-19) Outbreak.

Motion by Trustee Garvey, seconded by Trustee Gilhooley to approve Ordinance 2020-13R. Upon roll call, the motion carried as follows: Ayes: Trustees Gilhooley, Garvey, Conroy, Cote, Kaluzny and LeClere. Nays: None. Absent: None

Consideration of Resolution 2020-14R Excluding Emergency Responders of the Village of Brookfield from Certain Provisions of the Families First Coronavirus Response Act.

Motion by Trustee Cote, seconded by Trustee LeClere to approve Resolution 2020-14R. Upon roll call, the motion carried as follows: Ayes: Trustees Gilhooley, Garvey, Conroy, Cote, Kaluzny and LeClere. Nays: None. Absent: None

**MANAGER'S REPORT – Village Manager Timothy Wiberg**

**ADJOURN REGULAR VILLAGE BOAR MEETING**

Motion by Trustee Cote, seconded by Trustee Garvey to adjourn the Regular Village Board Meeting of March 23, 2020 at 7:02 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Gilhooley, Garvey, Conroy, Cote, Kaluzny and LeClere. Nays: None. Absent: None.

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Brigid Weber  
Village Clerk

/kla



# Request For Board Action

**REFERRED TO BOARD:** April 13, 2020

**AGENDA ITEM NO:** 2

**ORIGINATING DEPARTMENT:** Public Works

**SUBJECT:** Approval of a Resolution to Purchase a Heating, Ventilation and Air Conditioning System from Heat Engineering Company for the Police Department in the Amount of \$48,295.00.

## **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Carrier Rooftop unit for the Police Department has exceeded its life expectancy. Units have a life span of 15-20 year's, the current unit is 21 years old. There are multiple refrigerant leaks, that when repaired, cause more leaks on weaker points in the system. The refrigerant R22, that is used to charge the system is obsolete and supplies that are available are very expensive. The unit still currently leaks and will need to be charged multiple times again in 2020. Public Works did apply for a Com Ed incentive and will receive a check for \$1840.00, DPW did anticipate a larger incentive but the large consumption of the unit reduced the incentive.

## **CONTRACTOR**

## **PRICE**

Heat Engineering Company  
Amber Mechanical Contractor Inc.

\$48,295.00  
\$55,500.00

## **FINANCIAL IMPACT:**

The Heating, Ventilation and Air Conditioning unit was budgeted for \$50,000.00. The actual cost of the unit was \$48,295.00 from Heat Engineering Company.

## **DOCUMENTS ATTACHED:**

1. [Resolution](#)
2. [Public Works Recommendation letter and bid tabulation](#)

## **RECOMMENDED MOTION:**

Motion to approve Resolution to award the purchase to Heat Engineering Company for the Heating, Ventilation and Air Conditioning System.

RESOLUTION 2020-15R

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR  
THE POLICE DEPARTMENT HEATING VENTILATION AND AIR CONDITIONING  
SYSTEM REPLACEMENT PROJECT FOR THE  
VILLAGE OF BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 13<sup>TH</sup> DAY OF APRIL 2020

RESOLUTION 2020-15R

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR THE POLICE DEPARTMENT HEATING VENTILATION AND AIR CONDITIONING SYSTEM REPLACEMENT PROJECT FOR THE VILLAGE OF BROOKFIELD, ILLINOIS**

**WHEREAS**, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11 , the Village of Brookfield (the “Village”) has the authority to improve and maintain public buildings, grounds and parks within its corporate limits;

**WHEREAS**, the Village proposes to remove and replace the police department heating ventilation and air conditioning system and perform other related work for the public benefit and designated as the Police Department Heating Ventilation and Air Conditioning System Replacement Project (the “Project”);

**WHEREAS**, the Village publicly advertised for sealed bids for the Project;

**WHEREAS**, bids were received, publicly opened, examined and declared at 2:30 o'clock p.m. Central Daylight Savings Time on Wednesday, March 18, 2020; and

**WHEREAS**, a total of two (2) bids were received and opened; and, of the bids received and opened, the apparent lowest responsible bidder is The Heat Engineering Company;

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

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

**Section 2: Lowest Responsible Bidder.** The corporate authorities do hereby find The Heat Engineering Company to be the lowest responsible bidder for the construction of the Project.

**Section 3: Contract Award.** The Heat Engineering Company is hereby awarded the contract for the Project, at the prices set forth in its bid subject to the furnishing of the proper bonds and insurance.

**Section 4: Authorization to Execute Notice of Award.** The Village President is hereby authorized to execute and the Village Clerk to attest and seal a Notice of Award substantially in the form attached hereto as Exhibit "A" and made a part hereof. The Notice of Award shall be issued to The Heat Engineering Company, the lowest responsible bidder, for the construction of the Project. The Notice of Award shall be accompanied by a sufficient number of contracts with all other written contract documents attached for execution by The Heat Engineering Company.

**Section 5: Authorization to Execute Contract.** The form, terms and provisions of the Contract and the separate exhibits as provided in the Contract are hereby approved in substantially the form attached hereto as Exhibit "B," with such insertions, omissions and changes as shall be approved by the Village President of the Village, the execution of such documents being conclusive evidence of such approval. Provided that The Heat Engineering Company returns the Contract with all other written contract documents attached, properly executed by it, along with the proper contract bonds, to the Village, within ten (10) days of the receipt of the Notice of Award, then the Village President is authorized to execute and the Village Clerk to attest the Contract and other written contract documents. The officials, officers, employees and agents of

the village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this resolution.

**Section 6: Payment of Prevailing Rate of Wages.** The general prevailing rate of wages in Cook County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work.

**Section 7: Effective Date.** This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 13<sup>th</sup> day of April 2020, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_  
**NAYS:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_  
**ABSTENTION:** \_\_\_\_\_

APPROVED by me this 13<sup>th</sup> day of April 2020.

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

ATTESTED and filed in my office,  
this 13<sup>th</sup> day of April 2020.

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

**Exhibit "A"**  
**VILLAGE OF BROOKFIELD, ILLINOIS**

**NOTICE OF AWARD**

TO: The Heat Engineering Company  
6500 Joliet Road,  
Countryside, Illinois 60525

PROJECT DESCRIPTION: Police Department Heating Ventilation and Air Conditioning System Replacement Project - Village of Brookfield.

THE VILLAGE OF BROOKFIELD has considered the bid submitted by you for the above-described work in response to its Notice to Bidders and Invitation for Bidders.

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in the amount of Forty-Eight Thousand Two Hundred Ninety-Five and 00/100 Dollars (\$48,295.00), payable on a unit price basis for the units of work listed in the Proposal properly installed and accepted by the Village, further subject to the furnishing of the proper bonds and insurance.

You are required to execute the Contract and furnish the required contract bonds and insurance within ten (10) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract and to furnish said bonds and insurance within ten (10) days from the publication of this Notice, the Village will be entitled to consider all your rights arising out of the Village's acceptance of your bid as abandoned and as a forfeiture of your bid security. The Village will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village of Brookfield.

Dated this 13<sup>th</sup> day of April 2020.

VILLAGE OF BROOKFIELD, ILLINOIS,

By: \_\_\_\_\_  
Kit P. Ketchmark, President of the  
Village of Brookfield, Cook County, Illinois

ATTEST:

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

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by The Heat Engineering Company this \_\_\_\_ day of April 2020

The Heat Engineering Company

By: \_\_\_\_\_  
Charles Mueller, President

**Exhibit "B"**

**CONTRACT**  
**by and between the**  
**VILLAGE OF BROOKFIELD, ILLINOIS**  
**and**  
**THE HEAT ENGINEERING COMPANY**  
**for the**  
**POLICE DEPARTMENT HEATING VENTILATION AND AIR CONDITIONING**  
**SYSTEM REPLACEMENT PROJECT**

## CONTRACT

This Contract is made this 13<sup>th</sup> day of April 2020 between the Village of Brookfield, the “Village,” and The Heat Engineering Company, 6500 Joliet Road, Countryside, Illinois 60525, the “Contractor,” for the Village of Brookfield Police Department Heating, Ventilation and Air Conditioning System Replacement.

The Contractor hereby agrees as hereinafter set forth:

1. **The Work.** For and in consideration of the payments to be made by the Village to Contractor, and according to the terms of the Contract Bond, the Village and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work:

Removal and replacement of the Village of Brookfield Police Department heating, ventilation and air conditioning system located on the roof of the Village Hall, 8820 Brookfield Avenue, Brookfield, Illinois, and all other incidental work and furnishing of all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement in strict compliance with the General Conditions, Special Provisions and Contract Bond which are essential documents of and made a part of this Contract.

2. **Contract Sum.** The Village shall pay the Contractor for the performance of the work, at the prices set forth below:

Description	Unit	Quantity	Unit Price	Total Price
Removal and replacement of police department heating, ventilating and air conditioning unit	Lump Sum	One (1)	\$48,295.00	\$48,295.00
<b>Total Bid</b>				\$48,295.00

3. **Contract Time.** The Work will commence upon the execution of the Contract by the Village and the Contractor. The Contractor shall complete the Work within **thirty (30) calendar days** of the commencement of the work unless an extension of time is granted in accordance with the General Conditions.

4. **Progress Payments.** On or before the first day of each month, the Contractor shall submit to the Village a written Application for Payment showing the value of Work (on a percentage basis) completed. The Village shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).

5. **Final Payment.** Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the Village to the Contractor as follows:

As soon as the work under this contract is completed and accepted by the Village, the Village will within thirty (30) days submit to the Village board of trustees a final estimate of payment. Within thirty (30) days after approval by the Village board of trustees of the final estimate of payment, payment will be issued to the Contractor.

6. **Assignment of Contract.** The Contract shall be deemed to be exclusive between the Village and the Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Village. The Village may refuse to accept any substitute contractor for any reason. The Village reserves the right, by written notice to the Contractor, to assign this Contract to the Village's construction manager.

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

- a. If to the Village: Village of Brookfield  
8820 Brookfield Avenue  
Brookfield, Illinois 60513  
Attn: Mr. Timothy C. Wiberg, Village Manager
- b. If to the Contractor: The Heat Engineering Company  
6500 Joliet Road  
Countryside, Illinois 60525  
Attn: Charles Mueller, President
- c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

8. **Entire Contract.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

- (a) Addenda, if any (none unless indicated here) \_\_\_\_\_
- (b) Contractor's Certification
- (c) Contract
- (d) Contract Bond
- (e) General Conditions
- (f) Special Provisions
- (g) Specifications

This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the General Conditions, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by

authorized signatories of the Village and Contractor. This Contract is executed that day and year first written above.

9. **Contractor Investigation.** The Contractor represents that it has, before executing this Contract, carefully examined the provisions of this Contract, inspected in detail the site of the proposed Work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the Work. By executing this Contract, the Contractor conclusively assures and warrants to the Village that it has made these examinations and that it understands all requirements for the performance of the Work. The Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Contract and agrees that the Village will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

10. **Termination for Funding.** This Agreement shall become effective only after an appropriation therefor has been made. The Village's obligations hereunder shall cease upon the expiration of the appropriation of funds, without further payment's being required, in any year for which the corporate authorities of the Village or other legally applicable funding source fails to make an appropriation sufficient to pay such obligation. The Village shall give the Contractor notice of such termination for funding as soon as practicable after the Village becomes aware of the failure of funding.

Village: Village of Brookfield

Contractor: The Heat Engineering Company

By: \_\_\_\_\_  
Kit P. Ketchmark, Village President

By: \_\_\_\_\_  
Charles Mueller, President

Attest:

Attest:

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

By: \_\_\_\_\_  
Robert Mueller, Secretary



# Village of Brookfield

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## Department of Public Works

**DATE:** April 13, 2020

**TO:** Mr. Tim Wiberg, Village Manager

**FROM:** Carl Muell, Director of Public Works

**Re:** Heating, Ventilation and Air Conditioning System for the Police Department

---

Dear Tim,

Sealed bid proposals for the Heating, Ventilation and Air Conditioning System purchase for the Police Department were received and publicly opened at 2:30pm on Wednesday, March 18<sup>th</sup>, 2020 at the Brookfield hall.

A total of (5) contractors obtained the bidding documents for this project and the Village received proposals from (2) qualified contractors. The bid results are as follows:

<u>CONTRACTOR</u>	<u>PRICE</u>
Heat Engineering Company	\$48,295.00
Amber Mechanical Contractor Inc.	\$55,500.00
Public Works Budget	\$50,000.00

Each of the bid proposals were properly completed and accompanied by the required bid security. The lowest bidder, Heat Engineering Company, is a well qualified local contractor that the Village currently has a maintenance agreement with. Heat Engineering Company has a sufficient work force to complete the project in a timely manner. It is Public Works recommendation that the Village accept the bid proposal submitted by Heat Engineering Company.

Attached is a copy of the bid tabulation for the Heating, Ventilation and Air conditioning System purchase.

Respectfully Submitted,

Carl Muell, Director of Public Works

Village of Brookfield  
 2020 VOB Police Dept. HVAC  
 Bid Tabulation

Monday, April 13, 2020

		<b>Public Works Budget</b>	<b>The Heat Engineering Co.</b>	<b>Amber Mechanical Contractors, Inc.</b>
<b>No.</b>	<b>Item</b>	<b>Final Price</b>	<b>Final Price</b>	<b>Final Price</b>
1	2020 PD HVAC	\$50,000.00	\$48,295.00	\$55,500.00
2				
3				
4				



## Request For Board Action

**REFERRED TO BOARD:** April 13, 2020

**AGENDA ITEM NO:** 3

**ORIGINATING DEPARTMENT:** Public Works

**SUBJECT:** Approval of a Resolution to Purchase a 2020 Noram 65E Motor Grader from Alta Equipment Company, in the Amount of \$99,500.00.

### **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Alley grading is an essential part of Public Works responsibility. Public Works, in order to provide excellent service, has budgeted to purchase a 2020 Noram 65E motor grader. The Noram 65E was selected based on its compact size for specifically alley grading. DPW had a demo delivered and used it to grade multiple alleys over a period of one week in 2019, with positive results. Two highway agencies were called in reference to their recent purchases of the Noram 65E, with positive reviews. Street Foreman, Mike Bretz and his staff, who comprise the alley grading crew, have recommended to purchase the Noram 65E. DPW will trade in the currently owned Case 845B motor grader for the new Noram 65E motor grader.

<b><u>Dealership</u></b>	<b><u>Price</u></b>	<b><u>Less Trade</u></b>	<b><u>Final Price</u></b>
Alta Equipment Company	\$169,500.00	\$70,000.00	\$99,500.00
Diamond Equipment Inc.	\$176,793.00	\$71,500.00	\$105,293.00
Wilson Equipment Company	\$172,299.00	\$66,500.00	\$106,499.00

### **FINANCIAL IMPACT:**

The 2020 Noram 65 E motor grader was budgeted for \$100,000.00 with the trade in of the Case 845B motor grader. The actual cost of the Noram 65 E motor grader was \$99,500.00 from Alta Equipment Company.

### **DOCUMENTS ATTACHED:**

1. [Resolution](#)
2. [Public Works Recommendation letter and bid tabulation](#)

### **RECOMMENDED MOTION:**

Motion to approve Resolution to award purchase to Alta Equipment Company for the 2020 Noram 65E motor grader.

RESOLUTION 2020-16R

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR A  
MOTOR GRADER FOR THE VILLAGE OF BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 13<sup>TH</sup> DAY OF APRIL 2020

RESOLUTION 2020-16R

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR A MOTOR GRADER FOR THE VILLAGE OF BROOKFIELD, ILLINOIS**

**WHEREAS**, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11 , the Village of Brookfield (the “Village”) has the authority to purchase equipment to improve and maintain alleys and roadways within its corporate limits;

**WHEREAS**, the Village proposes to purchase a motor grader (the “Equipment”) to improve and maintain alleys and roadways within its corporate limits;

**WHEREAS**, the Village publicly advertised for sealed bids for the Equipment;

**WHEREAS**, bids were received, publicly opened, examined and declared at 2:30 o’clock p.m. Central Daylight Savings Time on Wednesday, March 18, 2020; and

**WHEREAS**, a total of three (3) bids were received and opened; and, of the bids received and opened, the apparent lowest responsible bidder is ALTA Industrial Equipment Company, LLC doing business as ALTA Equipment Company, LLC;

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

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

**Section 2: Lowest Responsible Bidder.** The corporate authorities do hereby find ALTA Industrial Equipment Company, LLC doing business as ALTA Equipment Company, LLC to be the lowest responsible bidder for the Equipment.

**Section 3: Award.** The ALTA Industrial Equipment Company, LLC, doing business as ALTA Equipment Company, LLC, is hereby awarded the purchase order for the Equipment, at the prices set forth in its bid.

**Section 4: Authorization to Execute Notice of Award.** The Village President is hereby authorized to execute and the Village Clerk to attest and seal a Notice of Award substantially in the form attached hereto as Exhibit "A" and made a part hereof. The Notice of Award shall be issued to ALTA Industrial Equipment Company, LLC, doing business as ALTA Equipment Company, LLC, the lowest responsible bidder, for the construction of the Equipment. The Notice of Award shall be accompanied by a Purchase Order attached for execution by ALTA Industrial Equipment Company, LLC doing business as ALTA Equipment Company, LLC.

**Section 5: Authorization to Execute Purchase Order.** The form, terms and provisions of the Purchase Order and the separate exhibits as provided in the Purchase Order are hereby approved in substantially the form attached hereto as Exhibit "B," with such insertions, omissions and changes as shall be approved by the Village President of the Village, the execution of such documents being conclusive evidence of such approval. Provided that ALTA Industrial Equipment Company, LLC, doing business as ALTA Equipment Company, LLC, returns the Purchase Order properly executed by it, to the Village, within ten (10) days of the receipt of the Notice of Award, then the Village Manager is authorized to execute the Purchase Order. The officials, officers, employees and agents of the village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this resolution.

**Section 6: Effective Date.** This resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 13<sup>th</sup> day of April 2020, pursuant to a roll call vote as follows:

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

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

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

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

APPROVED by me this 13<sup>th</sup> day of April 2020.

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

ATTESTED and filed in my office,  
this 13<sup>th</sup> day of April 2020.

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

**Exhibit "A"**  
**VILLAGE OF BROOKFIELD, ILLINOIS**

**NOTICE OF AWARD**

TO: ALTA Industrial Equipment Company, LLC, d/b/a  
ALTA Equipment Company, LLC  
13211 Merriman Road,  
Livonia, Michigan 48150

EQUIPMENT DESCRIPTION: Motor Grader - Village of Brookfield.

THE VILLAGE OF BROOKFIELD has considered the bid submitted for the above-described equipment in response to its Notice to Bidders and Invitation for Bidders.

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in the amount of Ninety-Nine Thousand Five Hundred and 00/100 Dollars (\$99,500.00).

You are required to execute an acknowledgement of the Purchase Order within ten (10) calendar days from the date of the receipt of this Notice.

If you fail to execute acknowledgement of the Purchase Order within ten (10) days from the publication of this Notice, the Village will be entitled to consider all your rights arising out of the Village's acceptance of your bid as abandoned and as a forfeiture of your bid. The Village will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village of Brookfield.

Dated this 13<sup>th</sup> day of April 2020.

VILLAGE OF BROOKFIELD, ILLINOIS,

By: \_\_\_\_\_  
Kit P. Ketchmark, President of the  
Village of Brookfield, Cook County, Illinois

ATTEST:

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

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by ALTA Industrial Equipment Company, LLC, doing business as ALTA Equipment Company, LLC, this \_\_\_\_\_ day of April 2020

ALTA Industrial Equipment Company, LLC  
doing business as ALTA Equipment Company,  
LLC

By: \_\_\_\_\_  
Ryan Greenawalt, Member

**Exhibit "B"**  
**PURCHASE ORDER**

**VILLAGE OF BROOKFIELD, ILLINOIS  
PURCHASE ORDER  
TERMS AND CONDITIONS**

**1. SERVICES & DELIVERABLES.**

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

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

**2. DELIVERY.**

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

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

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

**4. PAYMENT.**

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

## **5. WARRANTIES.**

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

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

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

## **6. INSPECTION.**

The Village of Brookfield shall have a reasonable time after receipt of Goods or Service deliverables and before payment to inspect them for conformity hereto, and Goods received prior to inspection shall not be deemed accepted until the Village of Brookfield has run an adequate test to determine whether the Goods conform to the specifications hereof. Use of a portion of the Goods for the purpose of testing shall not

constitute an acceptance of the Goods. If Goods tendered do not wholly conform to the provisions hereof, the Village of Brookfield shall have the right to reject such Goods. Nonconforming Goods will be returned to Seller freight collect, and risk of loss will pass to Seller upon the Village of Brookfield's delivery to the common carrier.

#### **7. INDEPENDENT CONTRACTOR.**

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

#### **8. SELLER RESPONSIBLE FOR TAXES AND RECORDS.**

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

#### **9. INSURANCE.**

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

#### **10. INDEMNITY.**

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

approval. Seller agrees to pay or reimburse all costs that may be incurred by the Village of Brookfield in enforcing this indemnity, including attorneys' fees.

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

## **11. CONFIDENTIALITY.**

Seller may acquire knowledge of the Village of Brookfield Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such Village of Brookfield Confidential Information in confidence during and following termination or expiration of this Agreement. "Village of Brookfield Confidential Information" includes, but is not limited to, all information, whether written or oral, in any form, considered confidential by the Village of Brookfield relating to the business or governmental affairs of the Village of Brookfield which is disclosed directly or indirectly to Seller. In addition, the Village of Brookfield Confidential Information means any third party's proprietary or confidential information disclosed to Seller in the course of providing Services or Goods to the Village of Brookfield. Village of Brookfield Confidential Information does not include any information (i) which Seller lawfully knew without restriction on disclosure before the Village of Brookfield disclosed it to Seller; (ii) which is now or becomes publicly known through no wrongful act or failure to act of Seller; (iii) which Seller developed independently without use of the Village of Brookfield Confidential Information, as evidenced by appropriate documentation; or (iv) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or law so long as Seller provides prompt notice to the Village of Brookfield of such requirement prior to disclosure.

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

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

## **12. OWNERSHIP OF WORK PRODUCT.**

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

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

The Village of Brookfield will not have rights to any works conceived or reduced to practice by Seller which were developed entirely on Seller’s own time without using equipment, supplies, facilities or trade secrets or Village of Brookfield Confidential Information, unless (i) such works relate to the Village of Brookfield’s business; or the Village of Brookfield’s actual or demonstrably anticipated research or development, or (ii) such works result from any Services performed by Seller for the Village of Brookfield.

### **13. TERMINATION.**

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

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

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

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

#### **14. REMEDIES.**

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

#### **15. FORCE MAJEURE.**

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

#### **16. SEVERABILITY.**

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

#### **17. LIMITATION OF LIABILITY.**

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

#### **18. ASSIGNMENT; WAIVER.**

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

or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.

**19. NONEXCLUSIVE AGREEMENT.**

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

**20. NOTICES.**

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

**21. SURVIVAL OF OBLIGATIONS.**

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

**22. GOVERNING LAW.**

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

**23. ENTIRE AGREEMENT; MODIFICATION.**

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

**24. COMPLIANCE WITH LAWS.**

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

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

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

## **25. INJUNCTIVE RELIEF.**

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

## **26. CERTIFICATIONS.**

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

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

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

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

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

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

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

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

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

## **27. PROMPT PAYMENT**

The Village of Brookfield agrees to pay amounts due for goods procured through this purchase order in compliance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1.



# Village of Brookfield

8820 Brookfield Avenue  
Brookfield, IL 60513  
Phone 708-485-7344

Fax 708-485-9508

Supplier Name: ALTA Equipment Company, LLC  
Address: 113211 Merriman Road,  
Address2  
City, State Zip; Livonia, Michigan 48150

### Purchase Order Comments

*Please sign below and return acknowledgement of this purchase order.*

---

Name & Title

---

Date

# Village of Brookfield

8820 Brookfield Avenue  
 Brookfield, IL 60513  
 Phone 708-485-7344

# Receiving Report

Fax 708-485-9508

Supplier Name: ALTA Equipment  
 Company, LLC  
 Address1; 13211 Merriman Road,  
 Address2  
 City, State Zip; Livonia, Michigan 48150

Item No.	Date	Quantity	Received By	Carrier	Packing List No.

Payment Terms		F.O.B. Point		Freight Terms		Ship Via		Sales Tax		Order Status	
ID	Terms	ID	Terms	ID	Terms	ID	Method	ID	Tax	ID	Status
1	Cash	1	Shipping Point	1	Freight Allowed	1	2nd Day Air	1	Exempt	1	Cancelled
2	Net 30	2	Destination	2	Freight Collect	2	Next Day Air	2	Non-Exempt	2	Closed
3	1/4% 10 Net 30	3	Plant	3	Freight Prepaid & Add	3	Rail			3	Draft
4	1/2% 10 Net 30	4	Port of Entry			4	Truck			4	Inactive
5	3/4% 10 Net 30					5	UPS			5	Open
6	3/4% 10 Net 60										
7	3/4% 30 Net 60										
8	1% 10 Net 30										
9	1% 10 Net 60										
10	1% 30 Net 60										
11	Net 45										
12	Net 60										
13	2% 10 Net 30										
14	2% 10 Net 60										
15	2% 10 Net 90										
16	2% 30 Net 60										
17	2% 30 Net 90										
18	Net 90										

## **SPECIFICATIONS FOR NORAM 65E MOTOR GRADER**

The motor grader shall be a new machine and powered by a diesel engine. This machine shall be of the manufacturer's latest design and construction and shall include all standard equipment unless otherwise specified below. The NorAm 65E Turbo Motor Grader brochure is provided in the Request for Proposals as an example of the size and type of motor grader for which the village sought Proposals. The motor grader for which a Proposal is submitted need not be a NorAm 65E Turbo Motor Grader, but the specifications of the motor grader for which a Proposal is submitted must be equal to or greater than the specifications for the NorAm 65E Turbo Motor Grader.

Net delivered price shall include any and all discounts, allowances, transportation and delivery charges so that the bid can be evaluated on a firm, fair and equitable basis.

SPECIFICATIONS. The specifications intended to describe an articulated Motor Grader self-propelled having six (6) wheels including four-wheel tandem drive. Unless otherwise noted, all specifications noted herein are to be considered minimum.

### **SPECIFICATIONS**

#### **Description**

##### **SIZE**

Maximum Length: 24 feet; Width: 8 feet; Height: 10 feet

##### **OPERATING WEIGHT**

Minimum of 16,900 lbs. and maximum of 18,500 lbs.

##### **ENGINE**

EPA Tier 4 Final emissions compliant

Cummins

120-horsepower at 2200 maximum revolutions per minute(RPM)

4-cylinder Turbocharged

Minimum 120 Amperage alternator, 12- volt electrical system

Muffler, horizontal under hood

Two-stage air cleaner with service indicator

##### **TRANSMISSION**

Full power shift with single-stage torque converter and electronic shift control

Minimum six (6) speeds forward and two (2) speeds reverse

Travel speeds, 0-24 miles per hour

##### **BRAKES**

Power Brakes

Four wheel/wet disc/self-adjusting/separate system for each tandem

Mechanical parking brake /disc type on transmission output

##### **TIRES**

15.00 X 19.5 (8-Ply) G2 Tubeless

##### **AXLES**

Torque proportioning or limited slip differential rear axle

Minimum 20" front axle ground clearance

Hydraulic wheel lean 18° right and left

##### **MOLDBOARD AND CIRCLE**

10-foot blade with replaceable cutting edges. Blade must be supported by circle and drawbar

Circle diameter shall be 50" minimum

Circle must be attached to drawbar from at least four (4) mounting points

Circle must be gear driven and rotate 360°

Moldboard height shall be minimum 20"

Hydraulic blade side shift 17" right and left

Hydraulic actuation and control of blade lift & lower, blade pitch, blade side shift, frame articulation, power circle turn, circle side shift and wheel lean

Maximum blade penetration 20"

Minimum blade down pressure 8,100 lbs.

### **OPERATOR'S AREA**

Roll-Over Protection System (ROPS) cab/canopy conforms to SAE J1040 and J231  
Cab/canopy height min. 71" (inside floor to ceiling)  
Control console adjustable and lockable  
Air suspension seat with seat belt and arm rests  
Electronic/LCD gauges to include fuel and DEF level, hour meter, tachometer, volt meter, engine coolant temperature, engine oil pressure, and transmission oil temperature  
Hand/foot, accelerator/decelerator throttle  
Horn

### **MISCELLANEOUS**

Integrated 5-point transport tie-down system  
Mechanical lock system for all hydraulic controls  
Back-up alarm  
(2) front headlights, (2) front work lights, (4) cab/canopy mounted floodlights, turn signals and stop & tail lights  
Mirrors: (1) internal rear view, (2) external cab/canopy mounted  
Engine side enclosures  
Rear drawbar  
Master electrical disconnect switch  
Hydraulic stack valve with capability to add up to four (4) attachments at a later date  
Cab/canopy mounted strobe light  
Operator's manual/parts manual

### **OPTIONAL EQUIPMENT**

Cab enclosure to include 40,000 BTU heater, defroster fans, floor mat, dome light, front & rear windshield wipers, front and rear windshield washers, fabric seat, tinted glass, sound suppression and sliding rear window  
Cab air conditioner  
Front mounted "V" type scarifier-minimum 41" wide, minimum 9 teeth, minimum penetration 6" and required mounting group  
Exterior Mirrors  
Stereo radio with AM/FM/CD including (2) speakers  
Flood light group  
Blade pitch plus moldboard float control valves



# Village of Brookfield

## Department of Public Works

**DATE:** April 13<sup>th</sup>, 2020  
**TO:** Mr. Tim Wiberg, Village Manager  
**FROM:** Carl Muell, Director of Public Works  
**Re:** 2020 Noram 65E Motor Grader

Dear Tim,

Sealed bid proposals for the 2020 Motor Grader purchase were received and publicly opened at 2:00pm on Wednesday, March 18<sup>th</sup>, 2020 at the Brookfield Village Hall.

A total of (3) vendors obtained the bidding documents for this purchase and the Village received proposals from (3) qualified companies. The bid results are as follows:

<u>CONTRACTOR</u>	<u>PRICE</u>	<u>LESS TRADE</u>	<u>FINAL PRICE</u>
Alta Equipment Company	\$169,500.00	\$70,000.00	\$99,500.00
Diamond Equipment Inc.	\$176,793.00	\$71,500.00	\$105,293.00
Wilson Equipment Company	\$172,299.00	\$66,500.00	\$106,499.00
Public Works Budget			\$100,000.00

Each of the bid proposals were properly completed. The lowest bidder, Alta Equipment Company, is a well qualified local area vendor that the Village currently does business with. Alta Equipment service department performs repairs on our current motor grader. It is Public Works recommendation that the Village accept the bid proposal submitted by Alta Equipment Company.

Attached is a copy of the bid tabulation for the Motor Grader purchase

Respectfully Submitted,

Carl Muell, Director of Public Works

Village of Brookfield  
 2020 Noram 65E Motor  
 Grader  
 Bid Tabulation

Monday, April 13, 2020

		<b>PW Budget</b>	<b>Alta Equipment Co.</b>			<b>Diamond Equipment, Inc.</b>			<b>Wilson Equipment Co.</b>		
<b>No.</b>	<b>Item</b>	<b>Price</b>	<b>Price</b>	<b>Less Trade</b>	<b>Final Price</b>	<b>Price</b>	<b>Less Trade</b>	<b>Final Price</b>	<b>Price</b>	<b>Less Trade</b>	<b>Final Price</b>
1	20 Noram 65E Grader	\$100,000	\$169,500	\$70,000	\$99,500	\$176,793	\$71,500	\$105,293	\$172,299	\$66,500	\$106,499
2											
3											
4											

\*DPW will trade in Case 845B motor grader for the new Noram 65E motor grader.



## Request For Board

**REFERRED TO BOARD:** April 13, 2020

**AGENDA ITEM NO:** 4

**ORIGINATING DEPARTMENT:** Community Development Department

**SUBJECT:** Approval of an Updated Zoning Map for the Village of Brookfield

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Currently, the most up to date zoning map was approved by the Village Board in January 2017. Staff has utilized this map with the knowledge that zoning map amendments since January 2017 were not represented on the map.

In January 2019, the Village started the onboarding process with the GIS Consortium. One of the first priorities from Community Development was to update the zoning map with all the amendments that have taken place in the past three years, which are as follows:

1. 3524 Maple was re-zoned from C-3 Centralized Commercial to A Single Family Residential (PZC Case 17-07)
2. 8911 Burlington Avenue was re-zoned from SA 5 Residential Mix to SA 1 Core Mixed Use (PZC 17-08)
3. 3704 Grand Boulevard was re-zoned from SA 5 Residential Mix to SA 4a General Mix (PZC Case 18-13)
4. 3100 Grand Boulevard was re-zoned from C-5 Restricted Local Retail to C-4 Local Retail (PZC Case 19-02)
5. 9037-49 Monroe Avenue was re-zoned from A-1 Single Family Residential to C-3 Centralized Commercial (PZC 19-03)
6. 3650 Grand Boulevard was re-zoned from A-1 Single Family Residential to SA 4a General Mix (PZC Case 19-04)

All of these zoning map amendments were recommended by the Planning and Zoning Commission and were approved by the Village Board of Trustees. However, until now they were not accurately represented on the zoning map. Going forward, staff is working with the GIS Constortium on a clear process on how to update this map as changes are made.

**FINANCIAL IMPACT:**

N/A

**DOCUMENTS ATTACHED:**

1. [Resolution](#)
2. [Zoning Map from January 2017](#)
3. [New Zoning Map](#)

**RECOMMENDED MOTION:**

A motion would be in order to approve an updated zoning map for the Village of Brookfield.

RESOLUTION 2020-17R

**A RESOLUTION AUTHORIZING THE PUBLICATION OF A REVISED OFFICIAL  
ZONING MAP FOR THE VILLAGE OF BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 13<sup>TH</sup> DAY OF MARCH 2020

RESOLUTION 2020-17R

**A RESOLUTION AUTHORIZING THE PUBLICATION OF A REVISED OFFICIAL ZONING MAP FOR THE VILLAGE OF BROOKFIELD, ILLINOIS**

**WHEREAS**, pursuant to Division 13 of the Illinois Municipal Code (65 Illinois Compiled Statutes 5/11-13-1, *et seq.*), and pursuant to the applicable provisions of Chapter 62 entitled “Zoning” of the Code of Ordinances, Village of Brookfield, Illinois, the corporate authorities of the Village of Brookfield, Illinois (the “Village”) have heretofore adopted the Zoning Map of the Village, delineating the location and boundaries of the districts established by Chapter 62;

**WHEREAS**, pursuant Section 11-13-19 of the Illinois Municipal Code (65 ILCS 5/11-13-19), the Village is required to publish a revised official zoning map no later than March 31<sup>st</sup> each year showing the changes in zoning uses, divisions, restrictions, regulations, and classifications from the previous calendar year, if any; and

**WHEREAS**, the zoning map attached hereto as Exhibit “A” and made a part hereof, is a revised official zoning map of the Village, inclusive of changes for the preceding calendar year, showing the existing zoning uses, divisions, restrictions, regulations, and classifications of the Village for the preceding calendar year;

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

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

**Section 2:** The corporate authorities of the Village hereby adopt the Zoning

Map attached hereto as Exhibit "A" and made a part hereof, as the official Zoning Map of the Village which shall be on file in the office of the Village Manager. Copies of the official Zoning Map of the Village shall be available for public inspection during village business hours at the village hall. Any amendments to zoning district boundaries or any change in other information shown on the zoning map made by amendment to this chapter shall be kept with the official zoning map until the zoning map is updated.

**Section 3:** The Village Clerk is hereby authorized and directed to publish the Zoning Map in pamphlet form in accordance with the requirements of Section 11-13-19 of the Illinois Municipal Code (65 ILCS 5/11-13-19).

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

**ADOPTED** this 13<sup>th</sup> day of April 2020, pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me the 13<sup>th</sup> day of April 2020.

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

ATTESTED and filed in my office,  
this 13<sup>th</sup> day of April 2020.

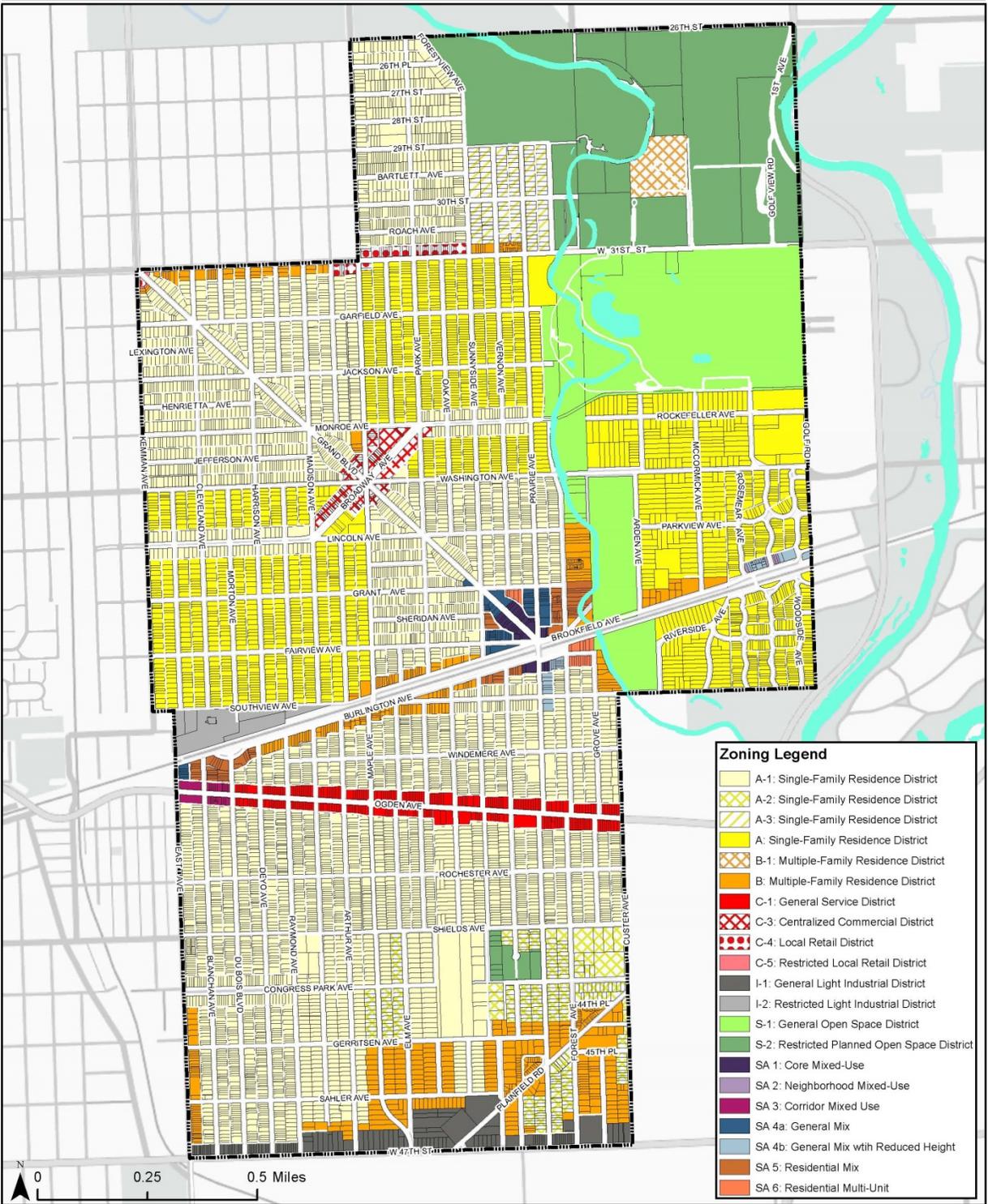
\_\_\_\_\_  
Brigid Weber, Clerk of the Village  
of Brookfield, Cook County, Illinois

**Exhibit "A"**

**OFFICIAL ZONING MAP OF THE VILLAGE OF BROOKFIELD, ILLINOIS**



# Zoning Map for the Village of Brookfield, IL





# Zoning Map From 2017

This serves as the official zoning map for the Village of Brookfield, IL.

Approved by the Brookfield Village Board on the 9th Day of January 2017.

Village President  
Attest

Village Clerk

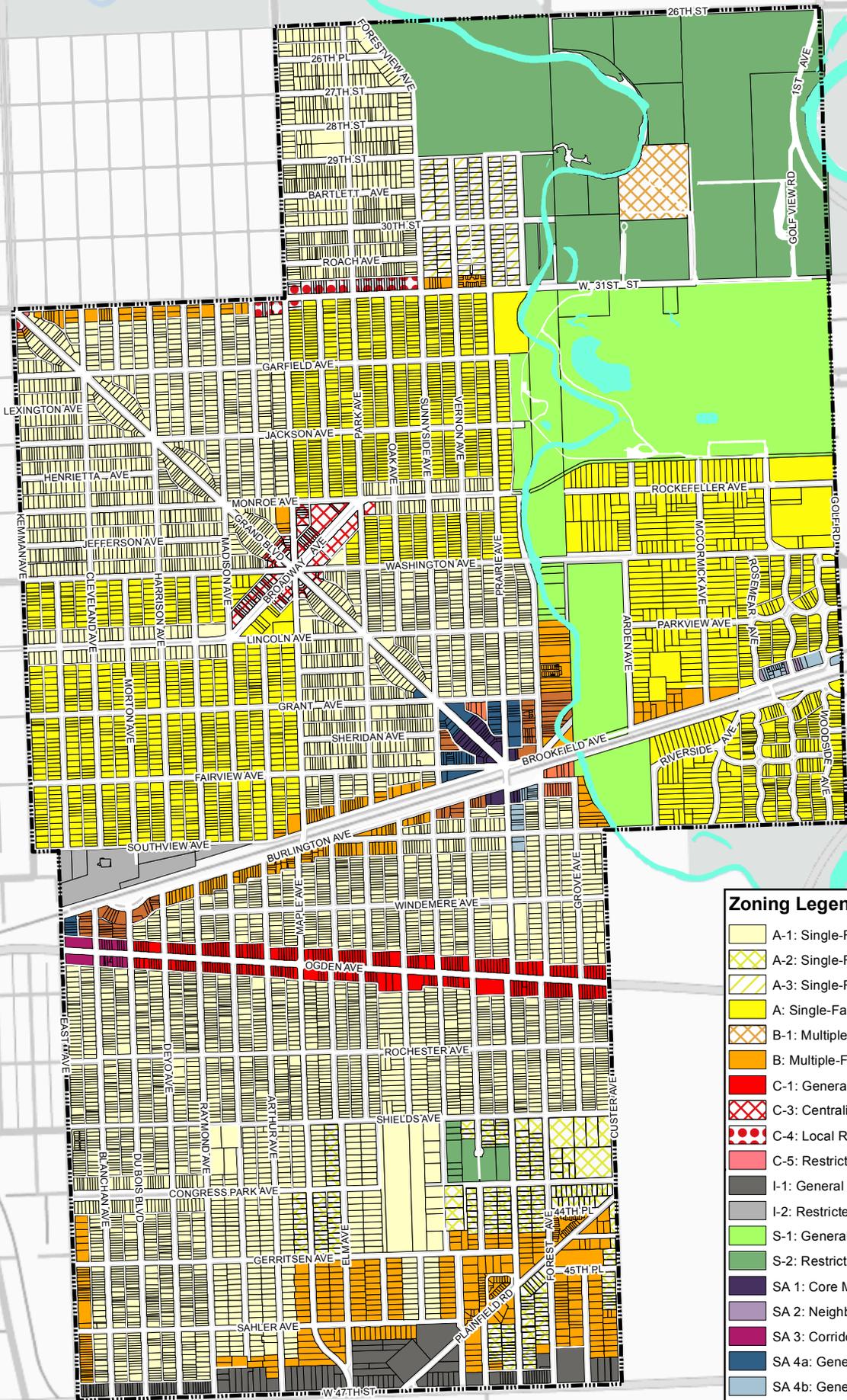
Published on the 9th day of January 2017.

In pamphlet form by authority of the President and Village Board, and as subsequently revised.



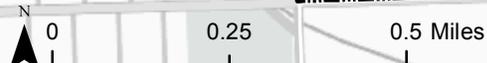


# New Zoning Map for the Village of Brookfield, IL



**Zoning Legend**

	A-1: Single-Family Residence District
	A-2: Single-Family Residence District
	A-3: Single-Family Residence District
	A: Single-Family Residence District
	B-1: Multiple-Family Residence District
	B: Multiple-Family Residence District
	C-1: General Service District
	C-3: Centralized Commercial District
	C-4: Local Retail District
	C-5: Restricted Local Retail District
	I-1: General Light Industrial District
	I-2: Restricted Light Industrial District
	S-1: General Open Space District
	S-2: Restricted Planned Open Space District
	SA 1: Core Mixed-Use
	SA 2: Neighborhood Mixed-Use
	SA 3: Corridor Mixed Use
	SA 4a: General Mix
	SA 4b: General Mix with Reduced Height
	SA 5: Residential Mix
	SA 6: Residential Multi-Unit





## Request For Board

REFERRED TO BOARD: April 13, 2020

AGENDA ITEM NO: 5

ORIGINATING DEPARTMENT: Community Development Department

SUBJECT: Approval of a Resolution Amending the Intergovernmental Agreement by and between the Villages of Brookfield, LaGrange Park, Lyons, and Riverside, and the Forest Preserve District of Cook County for the Des Plaines River Trail South Extension Project

### SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On December 9, 2019 the Village Board approved Resolution to enter into an Intergovernmental Agreement by and between the Village of Brookfield, Illinois, the Village of LaGrange Park, Illinois, the Village of Lyons, Illinois, the Village of Riverside, Illinois and the Forest Preserve District of Cook County for the Des Plaines River Trail South Extension Project.

The Village distributed the Intergovernmental Agreement to the other agencies involved, and the Forest Preserve of Cook County and the Village of Riverside made some minor, non-substantive, changes to the Intergovernmental Agreement during their approval processes. In order that all agencies approve the same version of the Agreement, it is recommended that each agency approve the same document.

The attached Resolution codifies these changes.

### FINANCIAL IMPACT:

There will be no Financial Impact in approving the Resolution to Amended the IGA.

### DOCUMENTS ATTACHED:

1. [Resolution](#)

### RECOMMENDED MOTION:

A motion would be in order to adopt a Resolution authorizing the Execution of a Consent to the Variances in the Approved Versions of the Intergovernmental Agreement by and between the Village of Brookfield, Illinois, the Village of LaGrange Park, Illinois, the Village of Lyons, Illinois, the Village of Riverside, Illinois and the Forest Preserve District of Cook County for the Des Plaines River Trail South Extension.

RESOLUTION 2020-18R

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSENT TO THE VARIANCES IN THE APPROVED VERSIONS OF THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF BROOKFIELD, ILLINOIS, THE VILLAGE OF LA GRANGE PARK, ILLINOIS, THE VILLAGE OF LYONS, ILLINOIS, THE VILLAGE OF RIVERSIDE, ILLINOIS, AND THE COOK COUNTY FOREST PRESERVE DISTRICT FOR THE DES PLAINES RIVER TRAIL SOUTH EXTENSION**

**(Village of Brookfield)**

PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THIS 13<sup>TH</sup> DAY OF APRIL 2020

## RESOLUTION 2020-18R

### **A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSENT TO THE VARIANCES IN THE APPROVED VERSIONS OF THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF BROOKFIELD, ILLINOIS, THE VILLAGE OF LA GRANGE PARK, ILLINOIS, THE VILLAGE OF LYONS, ILLINOIS, THE VILLAGE OF RIVERSIDE, ILLINOIS, AND THE COOK COUNTY FOREST PRESERVE DISTRICT FOR THE DES PLAINES RIVER TRAIL SOUTH EXTENSION**

**WHEREAS**, the Village of Brookfield, Illinois (“Brookfield”), the Village of La Grange Park, Illinois (“La Grange Park”), the Village of Lyons, Illinois (“Lyons”), the Village of Riverside, Illinois (“Riverside”) and the Cook County Forest Preserve District (the “Forest Preserve”) are public agencies authorized by Article VII, Section 10, of the Constitution of the State of Illinois of 1970 and by the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* to contract with any other public agency of Illinois or otherwise associate among themselves, and to exercise jointly, combine or transfer any power or function in any manner not prohibited by law or by ordinance;

**WHEREAS**, the Des Plaines River Trail is a major, regional trail running for approximately 55 miles, north-south in Lake and Cook counties. The trail’s northern terminus is near the Illinois-Wisconsin border. Its current southern terminus is in the Jerome Huppert Woods Forest Preserve, just north of North Avenue, near the Village of Melrose Park. Further south, the trail has not, for the most part, been constructed;

**WHEREAS** further south, in Lyons, the Des Plaines River Trail runs for approximately 1.3 miles from the Cermak Family Aquatic Center on Ogden Avenue, south to the Chicago Portage National Historic Site;

**WHEREAS**, the Des Plaines River Trail contains a gap, or missing segment, between North and Ogden Avenues which is approximately 6.5 miles in length;

**WHEREAS**, extension of the Des Plaines River Trail to close the gap would connect the trail to two other major regional trails - the Illinois Prairie Path in the Village of Maywood and the Salt Creek Greenway Trail in Brookfield;

**WHEREAS**, the Forest Preserve and the Chicago Metropolitan Agency for Planning have conducted planning studies that were focused on the southern-most segment of the gap - the area between 26<sup>th</sup> Street and Ogden Avenue to identify the most feasible alignment or route in this area for the Des Plaines River Trail;

**WHEREAS**, Brookfield, La Grange Park, Lyons and Riverside have jurisdiction over certain public rights-of-way and pursuant to Section 2-104 of the Illinois Highway Code (605 ILCS 5/2-104) are thereby authorized to improve and maintain those rights-of-way;

**WHEREAS**, the Forest Preserve has jurisdiction over certain public rights-of-way and pursuant to Section 8 of the Cook County Forest Preserve District Act (70 ILCS 810/) is thereby authorized to improve and maintain those rights-of-way;

**WHEREAS**, an application has been approved by the West Central Municipal Conference for the distribution of federal transportation funding for certain costs related to the preliminary engineering for the improvement of the right-of-way to extend the Des Plaines River Trail from 26<sup>th</sup> Street to Ogden Avenue;

**WHEREAS**, the corporate authorities of Brookfield, La Grange Park, Lyons, Riverside and the Forest Preserve have determined that there is a need to cooperate jointly and share the related costs of the project in order to obtain the federal transportation grant funding and to receive the individual and collective benefits of the project;

**WHEREAS**, Brookfield, La Grange Park, Lyons, Riverside and the Forest Preserve have determined that jointly undertaking the Project best serves their respective interests and desire to enter into an Intergovernmental Agreement by and between each of them for the sharing of costs for the preliminary Phase 1 engineering of the Des Plaines River Trail - South Extension (the “Intergovernmental Agreement”) to set forth their respective responsibilities regarding the project;

**WHEREAS**, Brookfield has agreed to serve as the lead agency for the Project;

**WHEREAS**, Brookfield approved the Intergovernmental Agreement on the 9th day of December 2019 without making any changes to the Intergovernmental Agreement;

**WHEREAS**, La Grange Park approved the Intergovernmental Agreement on the 10th day of December 2019 without making any changes to the Intergovernmental Agreement;

**WHEREAS**, Lyons approved the Intergovernmental Agreement on the 3rd day of December 2019 without making any changes to the Intergovernmental Agreement;

**WHEREAS**, Riverside approved the Intergovernmental Agreement on the 5th day of December 2019 but made the changes to the Intergovernmental Agreement set forth in Section I of this Consent; and

**WHEREAS**, the Forest Preserve has not yet approved the Intergovernmental Agreement but has advised Brookfield that it will approve the Intergovernmental Agreement with the changes set forth in Section II of the Consent; and

**WHEREAS**, Brookfield, La Grange Park, Lyons, Riverside and the Forest Preserve desire to consent to and be bound by the variances to the Intergovernmental Agreement as set forth in the Consent;

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

**Section 1:** The foregoing recitals are hereby incorporated as if fully recited herein.

**Section 2:** It is hereby determined that it is advisable, necessary and in the best interest of the Village to enter into the Consent to the Variances in the Approval of the Intergovernmental Agreement.

**Section 3:** The Village President shall be and is hereby authorized and directed to execute and the Village Clerk shall be and is hereby authorized and directed to attest the Consent to the Variances in the Approval of the Intergovernmental Agreement, a copy of which is attached hereto marked as Exhibit "A" and made a part hereof with such changes therein as may be approved by the officials executing the same; their execution thereof shall constitute conclusive evidence of their approval of the same.

**Section 4:** The officials, officers, employees and agents of Brookfield are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this resolution and the Intergovernmental Agreement.

**Section 5:** The Village Clerk is authorized and directed to transmit a fully executed, certified copy of this resolution, along with copies of the executed Consent to the Variances in the Approval of the Intergovernmental Agreement to Ross Klicker,

Director of Community Development, Village of Brookfield, 8820 Brookfield Avenue,  
Brookfield, Illinois 60513 - [RKlicker@brookfieldil.gov](mailto:RKlicker@brookfieldil.gov).

**Section 6:** This resolution shall be in full force and effect upon its passage and approval in accordance with law.

**ADOPTED** this 13<sup>th</sup> day of April 2020, pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me the 13<sup>th</sup> day of April 2020.

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

ATTESTED and filed in my office,  
this 13<sup>th</sup> day of April 2020.

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

**EXHIBIT "A"**

**CONSENT TO THE VARIANCES IN THE APPROVED VERSIONS OF THE  
INTERGOVERNMENTAL AGREEMENT**

**CONSENT TO THE VARIANCES IN THE APPROVED VERSIONS  
OF THE  
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF  
BROOKFIELD, ILLINOIS, THE VILLAGE OF LA GRANGE PARK, ILLINOIS, THE  
VILLAGE OF LYONS, ILLINOIS, THE VILLAGE OF RIVERSIDE, ILLINOIS, AND  
THE COOK COUNTY FOREST PRESERVE DISTRICT FOR THE  
PRELIMINARY PHASE I ENGINEERING OF THE  
DES PLAINES RIVER TRAIL SOUTH EXTENSION**

This consent (the “Consent”) to the variances in the approved versions of the Intergovernmental Agreement (the “Agreement”) by and between the Village of Brookfield, Illinois, an Illinois municipal corporation (“Brookfield”), the Village of La Grange Park, Illinois, an Illinois municipal corporation (“La Grange Park”), the Village of Lyons, Illinois, an Illinois municipal corporation (“Lyons”), the Village of Riverside, Illinois, an Illinois municipal corporation (“Riverside”) and the Forest Preserve District of Cook County, a unit of local government (the “Forest Preserve”) (singularly an “Agency” and collectively the “Agencies”) for the preliminary Phase 1 engineering of the Des Plaines River Trail South Extension (the “Project”) is made as of the date of the last Agency to approve this consent.

WHEREAS, Brookfield, La Grange Park, Lyons, Riverside and the Forest Preserve are public agencies authorized by Article VII, Section 10, of the Constitution of the State of Illinois of 1970 and by the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* to contract with any other public agency of Illinois or otherwise associate among themselves, and to exercise jointly, combine or transfer any power or function in any manner not prohibited by law or by ordinance;

WHEREAS, the corporate authorities of each of the Agencies have determined that there is a need to cooperate jointly and share the related Costs of the Project with the other Agencies in order to obtain the federal transportation grant funding and to receive the individual and collective benefits of the Project, and the Agencies have further determined that jointly undertaking the Project best serves their respective interests;

WHEREAS, the Agencies have applied to and the application has been approved by the Illinois Department of Transportation through the West Central Municipal Conference for the distribution of federal transportation funding for certain costs related to the Project;

WHEREAS, Brookfield has agreed to serve as the lead agency for the Project;

WHEREAS, Brookfield approved the Agreement on the 9<sup>th</sup> day of December 2019 without making any changes to the Agreement;

WHEREAS, La Grange Park approved the Agreement on the 10<sup>th</sup> day of December 2019 without making any changes to the Agreement;

WHEREAS, Lyons approved the Agreement on the 3<sup>rd</sup> day of December 2019 without making any changes to the Agreement;

WHEREAS, Riverside approved the Agreement on the 5<sup>th</sup> day of December 2019 but made the changes to the Agreement set forth in Section I of this Consent;

WHEREAS, the Forest Preserve has not yet approved the Agreement but has advised Brookfield that it will approve the Agreement with the changes set forth in Section II of this consent; and

WHEREAS, the Agencies desire to consent to and be bound by the variances to the Agreement as set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Consent, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agencies hereby agree as follows:

## **I. VILLAGE OF RIVERSIDE, ILLINOIS, VARIANCES**

**1.0** The following changes (deletions are shown in red as stricken and additions are shown in blue and underlined) were made to the Agreement by the Village of Riverside, Illinois:

**1.1** The fifth preamble of the Agreement was changed to read as follows:

WHEREAS, the Agencies desire to enter into this Agreement to set forth their respective responsibilities regarding the sharing of costs for the preliminary ~~Phase 1 engineering~~Phase 1 engineering of the Project;

**1.2** Subsection 3.3.7 of the Agreement was changed to read as follows:

3.3.7 Administer the request for qualification process and assist the Agencies with the completion of the request for qualification process, including the review and evaluation of request for qualification responses to determine responsive and qualified candidates, preliminary ranking of request for qualification responses/responsive and qualified candidates, interview(s) of responsive and qualified candidates, and preparation of the Agencies' written recommendation for selection of the successful consulting engineer or engineering firm;

**1.3** Subsection 6 of Section 3.9 of the Agreement was changed to read as follows:

6. The Contractor will permit access to all relevant books, records, accounts and work sites by personnel of Brookfield~~and~~, La Grange Park, Lyons, Riverside, the Forest Preserve of Cook County and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

**1.4** Section 5.1 of the Agreement was changed to read as follows:

5.1 The Project is proposed to be funded by a combination of reimbursement under the STP and local funding by the participating Agencies. The reimbursement under the STP is at a rate of eighty percent (80%) of the eligible expenses (the "Grant Funds"). The Agencies

anticipate that the combined total of the Grant Funds and the local matching funds from the Agencies will cover the fees and costs of the selected consulting engineer to complete the scope of services for the Project. However, the Agencies shall pay, ~~on a prorated basis in the percentages or other amounts~~ set forth below, all Costs of the Project authorized and incurred under this Agreement that exceed the total amount of the Grant Funds and the local matching funds or that are not eligible for reimbursement under the STP, including the certain fees and any out-of-pocket business expenses of the Brookfield Village Engineer and the Village Attorney, the WCMC or Brookfield related to the Project (the “Ineligible Expenses”). The Ineligible Expenses include the costs for the Brookfield Village Engineer, Edwin Hancock Engineering Corporation, to review the Phase I Engineering costs, review of the Intergovernmental Agreement and assistance with preparation of the RFQ. Edwin Hancock Engineering Corporation estimates their ineligible costs to not exceed Three Thousand No/100 Dollars (\$3,000.00). Additional Ineligible Expenses include the costs for the Brookfield Village Attorney, Storino, Ramello & Durkin, to prepare this Agreement, prepare the approval resolutions for each of the Agencies, preparation of explanatory correspondence, assistance with preparation of the RFQ, the professional engineering services agreement for the consulting engineer, the approving resolution and any related documents. Storino, Ramello & Durkin estimates their Ineligible Expenses to not exceed Five Thousand No/100 Dollars (\$5,000.00). Based upon the current estimate of costs, the aggregate of the Local Matching Funds and the Ineligible Expenses is One Hundred Thirty Thousand Four Hundred and No/100 Dollars (\$130,400.00). The Ineligible Expenses are prorated between the four villages based upon the individual village’s estimated Local Matching Funds compared to the estimated aggregate of the villages’ Local Matching Funds (“Costs of the Project”). The local funding of Costs of the Project includes the local matching funds, which are twenty percent (20%) of the eligible expenses, and one hundred percent (100%) of the ineligible expenses (the “Project Costs - Local Share”). The ineligible expenses shall be those expenses that do not qualify as expenses subject to the eighty percent (80%) reimbursement under the terms and provisions of the STP.

**1.5** Section 6.8 of the Agreement was changed to read as follows:

6.8 No Project representative shall receive any compensation for serving as a Project representative, except that he/she may be reimbursed by his/her employer for actual, necessary and documented business expenses incurred as part of serving on the ~~Grant Committee~~committee evaluating the responses to the request for qualifications.

**1.6** Section 7.1 of the Agreement was changed to read as follows:

7.1 In consideration of the terms of this Agreement, the Agencies each, individually and collectively, waive any right it/they may have at any time to assert any claim or action of any type whatsoever against another Agency (and their respective appointed or elected officials, president and board of trustees/commissioners, officers, employees, agents, attorneys, engineers and volunteers) for any act, omission, action or inaction of the Agency (and their respective appointed or elected officials, president and board of

trustees/commissioners, officers, employees, agents, attorneys, engineers and volunteers) related in any way to this Agreement or the Project, except criminal acts and for actions for specific performance or breach of a specific term of this Agreement by Brookfieldan Agency.

1.7 Subsection 9.4.2 of the Agreement was changed to read as follows:

9.4.2 If an Agency hires additional employees in order to perform this ~~contract~~Agreement or any portion of this ~~contract~~Agreement, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which the Agencies may reasonably recruit; and the Agencies will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

1.8 Subsection 9.4.7 of the Agreement was changed to read as follows:

9.4.7 The Agencies will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the ~~contract~~Agreement obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, the Agencies will be liable for compliance with applicable provisions of this clause by subcontractors; and further, it will promptly notify the Agencies and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Agencies will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations.

## II. COUNTY FOREST PRESERVE DISTRICT VARIANCES

2.0 The following changes (deletions are shown in blue as stricken and additions are shown in red and underlined) were made to the Agreement by the Cook County Forest Preserve District:

2.1 The introductory paragraph of the Agreement was changed to read as follows:

This Intergovernmental Agreement (the “Agreement”) is made this \_\_\_\_ day of ~~December 2019~~April 2020, by and between the Village of Brookfield, Illinois, an Illinois municipal corporation (“Brookfield”), the Village of La Grange Park, Illinois, an Illinois municipal corporation (“La Grange Park”), the Village of Lyons, Illinois, an Illinois municipal corporation (“Lyons”), the Village of Riverside, Illinois, an Illinois municipal corporation (“Riverside”) and the Forest Preserve District of Cook County, a unit of local government (the “Forest Preserve”) (singularly an “Agency” and collectively the “Agencies”) for the preliminary Phase 1 engineering of the Des Plaines River Trail South Extension (the “Project”).

2.2 The fifth preamble of the Agreement was changed to read as follows:

WHEREAS, the Agencies desire to enter into this Agreement to set forth their respective responsibilities regarding the sharing of costs for the preliminary ~~Phase I engineering~~Phase I engineering of the Project;

**2.3** Section 5.1 of the Agreement was changed to read as follows:

5.1 The Project is proposed to be funded by a combination of reimbursement under the STP and local funding by the participating Agencies. The reimbursement under the STP is at a rate of eighty percent (80%) of the eligible expenses (the “Grant Funds”). The Agencies anticipate that the combined total of the Grant Funds and the local matching funds from the Agencies will cover the fees and costs of the selected consulting engineer to complete the scope of services for the Project. However, the Agencies shall pay, on a prorated basis set forth below, all Costs of the Project authorized and incurred under this Agreement that exceed the total amount of the Grant Funds and the local matching funds or that are not eligible for reimbursement under the STP, including the certain fees and any out-of-pocket business expenses of the Brookfield Village Engineer and the Village Attorney, the WCMC or Brookfield related to the Project (the “Ineligible Expenses”). The Ineligible Expenses include the costs for the Brookfield Village Engineer, Edwin Hancock Engineering Corporation, to review the Phase I Engineering costs, review of the Intergovernmental Agreement and assistance with preparation of the RFQ. Edwin Hancock Engineering Corporation estimates their ineligible costs to not exceed Three Thousand No/100 Dollars (\$3,000.00). Additional Ineligible Expenses include the costs for the Brookfield Village Attorney, Storino, Ramello & Durkin, to prepare this Agreement, prepare the approval resolutions for each of the Agencies, preparation of explanatory correspondence, assistance with preparation of the RFQ, the professional engineering services agreement for the consulting engineer, the approving resolution and any related documents. Storino, Ramello & Durkin estimates their Ineligible Expenses to not exceed Five Thousand No/100 Dollars (\$5,000.00). Based upon the current estimate of costs, the aggregate of the Local Matching Funds ~~and~~ the Ineligible Expenses is One Hundred Thirty Thousand Four Hundred and No/100 Dollars (\$130,400.00). The Ineligible Expenses are prorated between the four villages based upon the individual village’s estimated Local Matching Funds compared to the estimated aggregate of the villages’ Local Matching Funds (“Costs of the Project”). The local funding of Costs of the Project includes the local matching funds, which are twenty percent (20%) of the eligible expenses, and one hundred percent (100%) of the ineligible expenses (the “Project Costs - Local Share”). The ineligible expenses shall be those expenses that do not qualify as expenses subject to the eighty percent (80%) reimbursement under the terms and provisions of the STP.

**2.4** Subsection 5.2.1 of the Agreement was changed to read as follows:

5.2.1 The Forest Preserve shall ~~pay a lump sum of Sixteen Thousand Dollars (\$16,000.00) towards the Project Costs - Local Share.;~~

5.2.1.1 pay a lump sum of Sixteen Thousand Dollars (\$16,000.00) towards the Project Costs - Local Share of the Des Plaines River Trail: South Extension.

5.2.1.2 Not be obligated to pay any of the Costs of the Project or ineligible expenses set forth in Section 5.1 of the Agreement.

**2.5** Section 9.1 of the Agreement was changed to read as follows:

9.1 All notices or other communications required or given under the terms of this Agreement shall be in writing and shall be delivered by: (i) receipted personal delivery during regular business hours; (ii) commercial overnight courier service; (iii) certified mail, return receipt requested, properly addressed with postage prepaid; (iv) facsimile transmission during regular business hours; or (v) sent via electronic mail with any attachments in Portable Document Format (PDF) format, accompanied by a copy of the notice mailed by first-class mail, addressed to the parties as follows:

If to Brookfield: Village of Brookfield  
8820 Brookfield Avenue  
Brookfield, Illinois 6051  
Attn: Timothy C. Wiberg, Village Manager  
[twiberg@brookfieldil.gov](mailto:twiberg@brookfieldil.gov)

With a copy to: Richard J. Ramello  
Storino, Ramello & Durkin  
9501 West Devon Avenue, Suite 800  
Rosemont, Illinois 60018  
[rramello@srd-law.com](mailto:rramello@srd-law.com)

If to La Grange Park: Village of La Grange Park  
447 North Catherine Avenue  
La Grange Park, IL 60526  
Attn: Julia A. Cedillo, Village Manager  
[jcedillo@lagrangepark.org](mailto:jcedillo@lagrangepark.org)

With a copy to: Cathleen M. Keating  
Martin, Craig, Chester, & Sonnenschein, LLP  
2215 York Road  
Suite 550  
Oak Brook, IL 60523  
[cmk@mccslaw.com](mailto:cmk@mccslaw.com)

If to Lyons: Village of Lyons  
4200 Lawndale Avenue  
Lyons, Illinois 60534  
Attn: Thomas Sheahan, Village Manager  
[tsheahan@villageoflyons-il.net](mailto:tsheahan@villageoflyons-il.net)

With a copy to: Mark H. Sterk  
Odelson & Sterk, Ltd.  
3318 West 95<sup>th</sup> Street  
Evergreen Park, Illinois 60805  
[msterk@odelsonsterk.com](mailto:msterk@odelsonsterk.com)

If to Riverside: Village of Riverside  
27 Riverside Road  
Riverside, IL 60546  
Attn: Jessica Frances, Village Manager  
[jfrances@riverside.il.us](mailto:jfrances@riverside.il.us)

With a copy to: Michael A. Marrs  
Klein, Thorpe and Jenkins, Ltd.  
20 North Upper Wacker Drive  
Suite 1660  
Chicago, Illinois 60606  
[mamarrs@ktjlaw.com](mailto:mamarrs@ktjlaw.com)

If to Forest Preserve District of Cook County:  
Forest Preserve District of Cook County  
536 North Harlem Avenue  
River Forest, IL 60305  
Attn: Arnold Randall, General Superintendent  
[arnold.randall@cookcountyil.gov](mailto:arnold.randall@cookcountyil.gov)

With a copy to: ~~Dennis A. White~~ Lisa Lee  
Forest Preserve District of Cook County  
69 West Washington Street  
Suite 2010  
Chicago, Illinois 60602  

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~~dennis.white@cookcountyil.gov~~  
[lisa.lee@cookcountyil.gov](mailto:lisa.lee@cookcountyil.gov)

A notice shall be deemed to have been served: (i) upon the date of receipt if served by personal delivery or by commercial overnight courier service; (ii) upon the date of transmission of service by facsimile or electronic mail transmission, provided that the transmission is completed by 5:00 p.m., or if not completed by 5:00 p.m., on the next business day; or (iii) upon the second (2<sup>nd</sup>) business day following deposit with the U.S. Post Office and served by certified mail. Any Agency may change the address to which service of notices shall be effected by a notice in conformity with the provisions of this Paragraph 6.1. The requirement to serve a courtesy copy of a notice shall be deemed a courtesy only, and failure to comply with the requirement shall not affect the compliance provisions of this Paragraph 9.1.

**2.6** A new Section numbered 9.12 was added to the Agreement which to reads follows and the subsequent subsections of Section 9 were sequentially re-numbered:

9.129.12 This agreement creates a license only for purpose of completing the Project. None of the participating Agencies shall be deemed to hold and shall not claim at any time any interest or estate of any kind or extent whatsoever in any Forest Preserve property by virtue of this Agreement.

### **III. CONSENT TO THE VARIANCES IN THE APPROVED VERSIONS OF THE INTERGOVERNMENTAL AGREEMENT**

**3.0** Each of the Agencies hereby consents to the changes made to the Agreement by Riverside and the Forest Preserve, respectively. Each of the Agencies hereby agrees that as to Riverside, the Agreement shall be amended and Riverside shall be bound by and the Agreement shall be enforced against Riverside as amended by Riverside and as to the Forest Preserve, the Agreement shall be amended and the Forest Preserve shall be bound by and the Agreement shall be enforced against the Forest Preserve as amended by the Forest Preserve.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**THE SIGNATURE PAGES FOLLOW.**

SIGNATURE PAGE – VILLAGE OF BROOKFIELD

IN WITNESS WHEREOF, the corporate authorities of the Village of Brookfield have approved this Consent and have directed that this Consent be signed on their behalf by its authorized officers on the date written below.

BROOKFIELD: Village of Brookfield, an Illinois municipal corporation

By: \_\_\_\_\_  
Kit P. Ketchmark, President

ATTEST:

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

Date: April \_\_, 2020

SIGNATURE PAGE – VILLAGE OF LA GRANGE PARK

IN WITNESS WHEREOF, the corporate authorities of the Village of La Grange Park have approved this Consent and have directed that this Consent be signed on their behalf by its authorized officers on the date written below.

LA GRANGE PARK: Village of La Grange Park, an Illinois municipal corporation

By: \_\_\_\_\_  
Dr. Jim Discipio, President

ATTEST:

By: \_\_\_\_\_  
Meghan Kooi, Village Clerk

Date: April \_\_, 2020

SIGNATURE PAGE – VILLAGE OF LYONS

IN WITNESS WHEREOF, the corporate authorities of the Village of Lyons have approved this Consent and have directed that this Consent be signed on their behalf by its authorized officers on the date written below.

LYONS: Village of Lyons, an Illinois municipal corporation

By: \_\_\_\_\_  
Christopher Getty, President

ATTEST:

By: \_\_\_\_\_  
Irma Quintero, Village Clerk

Date: April \_\_, 2020

SIGNATURE PAGE – VILLAGE OF RIVERSIDE

IN WITNESS WHEREOF, the corporate authorities of the Village of Riverside have approved this Consent and have directed that this Consent be signed on their behalf by its authorized officers on the date written below.

RIVERSIDE: Village of Riverside, an Illinois municipal corporation

By: \_\_\_\_\_  
Benjamin Sells, President

ATTEST:

By: \_\_\_\_\_  
Cathy Haley, Village Clerk

Date: April \_\_, 2020

SIGNATURE PAGE – FOREST PRESERVE DISTRICT OF COOK COUNTY

IN WITNESS WHEREOF, the corporate authorities of the Forest Preserve District of Cook County have approved this Consent and have directed that this Consent be signed on their behalf by its authorized officers on the date written below.

FOREST PRESERVE: Forest Preserve District of Cook County, an Illinois unit of government

By: \_\_\_\_\_  
Toni Preckwinkle, President

ATTEST:

By: \_\_\_\_\_  
Matthew B. DeLeon, Secretary to the Board

Date: April \_\_, 2020



## Request For Board Action

REFERRED TO BOARD: April 13, 2010

AGENDA ITEM NO: 6

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of an Ordinance Extending the Emergency Powers of the Village President Due to the Covid-19 Outbreak

### SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Due to the outbreak of the coronavirus, the Governor and the Center for Disease Control is requiring extreme measures to ensure all members of the public maintain safe distances from each other in an effort to halt the transmission of the disease. At its last meeting, the Village Board approved a Resolution granting the Village President emergency powers in order to ensure the continuation of an orderly government organization during this period. Section 11-1-6 of the Illinois Municipal Code and Section 18-2 of the Village Code provide that the "declaration of a state of emergency expires not later than the adjournment of the earlier of the first regular or special meeting of the Village Board after the state of emergency is declared unless sooner terminated by Proclamation of the Village President indicating that the state of emergency no longer exists." Since the State has maintained its position that extreme social distancing is still required, it is recommended that the Board extend the Village President's emergency powers.

### FINANCIAL IMPACT:

None.

### DOCUMENTS ATTACHED:

1. [Subject Ordinance](#)

### RECOMMENDED MOTION:

Review and approval of the Ordinance

ORDINANCE 2020-37

**AN ORDINANCE EXTENDING THE STATE OF EMERGENCY IN THE VILLAGE OF  
BROOKFIELD DUE TO THE CORONAVIRUS (COVID-19) OUTBREAK**

PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THIS 13TH DAY OF APRIL 2020

Published in pamphlet form by  
authority of the Corporate  
Authorities of Brookfield, Illinois,  
the 13<sup>th</sup> day of April 2020.

## ORDINANCE 2020-37

### AN ORDINANCE EXTENDING THE STATE OF EMERGENCY IN THE VILLAGE OF BROOKFIELD DUE TO THE CORONAVIRUS (COVID-19) OUTBREAK

**WHEREAS**, in December 2019, a novel (new) coronavirus known as SARS-CoV-2 (“the virus”) was first detected in Wuhan, Hubei Province, People’s Republic of China, causing outbreaks of the coronavirus disease COVID-19 that has now spread globally;

**WHEREAS**, COVID-19 is a novel severe acute respiratory illness that can spread among people through respiratory transmissions and present with symptoms similar to influenza;

**WHEREAS**, on January 27, 2020, the United States Secretary of Health and Human Services declared the virus a public health emergency of international concern;

**WHEREAS**, on January 30, 2020, the World Health Organization declared the virus a public health emergency of international concern;

**WHEREAS**, the World Health Organization characterized the virus as a pandemic as of March 11, 2020;

**WHEREAS**, on March 13, 2020, the President of the United States declared a national emergency beginning March 1, 2020, in an effort to contain and mitigate the national impact of the expanding global outbreak of the virus and ordered states and hospitals to open their emergency operations centers and activate their emergency plans for the protection of our citizens;

**WHEREAS**, the CDC considers the potential public health threat posed by the virus to be high, both globally and in the United States;

**WHEREAS**, the Governor of Illinois issued a Gubernatorial Disaster Proclamation dated March 9, 2020, for the entire State of Illinois and further issued requirements for social distancing and the elimination of certain community events in the state as of March 12, 2020;

**WHEREAS**, the Department of State and the Department of Homeland Security deemed it necessary to impose restrictions on international travel to contain the spread of the virus, and the CDC advised older travelers and those with chronic medical conditions to avoid nonessential travel and advised all travelers to exercise enhanced precautions;

**WHEREAS**, despite the efforts to contain the virus, the CDC indicates that more cases of the virus are expected in the United States in the coming days, including more instances of community spread, and as the outbreak continues, widespread transmission of the virus in the United States is expected to occur;

**WHEREAS**, the CDC currently recommends all communities take measures to both prepare for and mitigate community transmission of the virus in the United States;

**WHEREAS**, certain populations are at a higher risk of experiencing more severe illness as a result of the virus including older adults and people who have serious chronic medical conditions such as heart disease, diabetes, or lung disease;

**WHEREAS**, on April 1, 2020, the Governor of Illinois issued a second Gubernatorial Disaster Proclamation declaring all counties in the State of Illinois as a disaster area due to the COVID-19 outbreak;

**WHEREAS**, in a short period of time, COVID-19 has rapidly spread throughout Illinois, necessitating updated and more stringent guidance from federal, state, and local public health officials;

**WHEREAS**, the Village of Brookfield (the “Village”) must take actions to contain and mitigate the local impact of the virus outbreak and provide for the continuity of government, activation of the Village Emergency Operation Plans, provide for the continuation of essential services and provide for the health and safety of all Village residents;

**WHEREAS**, on March 23, 2020, the Village President issued *A Proclamation Declaring an Emergency and Declaring the Village of Brookfield a Disaster Area Due to the Coronavirus (Covid-19) Outbreak* that declared that a state of emergency and a disaster existed in the Village;

**WHEREAS**, on March 23, 2020, the corporate authorities of the Village approved Resolution No. 2020-13R, *A Resolution Declaring an Emergency and Declaring the Village of Brookfield a Disaster Area Due to the Coronavirus (Covid-19) Outbreak* that declared that a state of emergency and a disaster existed in the Village, a copy of which resolution is attached hereto as Exhibit “B” and made a part hereof; and

**WHEREAS**, while the Village is currently responding to this virus outbreak, it is necessary pursuant Section 11 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/11, Sections 11-1-6, 11-20-5 and 8-10-5 of the Illinois Municipal Code and Section 18-2 of the Code of Ordinances, Village of Brookfield, Illinois, to consent to the declaration, renew and continue the emergency powers of the Village President and ratify the emergency actions taken;

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

**Section 1:** The foregoing recitals are hereby incorporated as if fully recited herein.

**Section 2:** It is hereby determined that it is advisable, necessary and in the best interest of the Village that the findings, determination and declaration of the Village President that a state of emergency and a disaster exists in the Village due to the coronavirus disease (COVID-19) outbreak are hereby ratified and affirmed. All Executive Orders issued by the Village President during the declared emergency and all actions taken by the officials, officers, employees and agents of the Village to execute and carry out the purpose and intent of those Executive Orders shall be and hereby are hereby ratified and affirmed.

**Section 3:** The Village President shall be and is hereby authorized and directed to continue to exercise by executive order the following extraordinary emergency powers and authority as may be reasonably necessary to respond to the emergency during the time that this state of emergency exists:

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

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

- a. Mitigation of injury and damage caused by emergency;
- b. Prompt and effective response to emergency;
- c. Emergency relief;

d. Recommendations for zoning, building and other land use controls, safety measures for securing permanent structures and other mitigation measures designed to eliminate or reduce the emergency or its impact; and

e. Authorization and procedures for the erection or other construction of temporary works designed to mitigate danger, damage or loss the emergency;

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

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

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

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

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

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

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

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

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

12. Order a general curfew applicable to such geographical areas of the Village or to the Village as a whole as the Village President deems

reasonably necessary to respond to the emergency and applicable during such hours of the day or night as the Village President deems necessary in the interests of the public safety and welfare;

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

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

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

**Section 4:** The officials, officers, employees and agents of the Village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this ordinance. The Village President, police officers, all other officers and employees of the Village shall enforce the rules and regulations so adopted and orders issued by the Village President pursuant to this ordinance.

**Section 5:** The Village Clerk is authorized and directed to make this ordinance available for public inspection and to post the ordinance on the Village's website.

**Section 6:** If any provision of this ordinance, or the application of any provision of this ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this ordinance.

**Section 7:** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

**Section 8:** This ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law. Unless sooner terminated by the proclamation of the Village President indicating that the emergency no longer exists, this ordinance shall continue in effect until the adjournment of the next regular or special meeting of the corporate authorities of the Village unless the corporate authorities consent to the renewal of the existence of this emergency at that meeting. The date upon which this declaration of emergency shall terminate, may be extended or abridged by the corporate authorities as in their judgment the circumstances require.

**ADOPTED** this 13<sup>th</sup> day of April 2020, pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me the 13<sup>th</sup> day of April 2020.

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

ATTESTED and filed in my office,  
this 13<sup>th</sup> day of April 2020.

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



## Request For Board Action

**REFERRED TO BOARD:** April 13, 2020

**AGENDA ITEM NO:** 7

**ORIGINATING DEPARTMENT:** Finance

**SUBJECT:** Approval of a Licensing Agreement Between the Village of Brookfield and Commonwealth Edison (ComEd) for use of an Ehlert Park Parking Lot as a Staging Area.

### **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Village was approached by representatives from ComEd requesting use of the eastern half portion of the parking lot along Gerritsen Avenue on the south end of Ehlert Park. The lot would be used as a staging area for ComEd as they replace their poles on the south end of town. Specifically, the parking lot would be used for the (A) laydown and storage of materials and equipment and (B) parking of vehicles and equipment.

Under the terms of the licensing agreement ComEd would pay the Village \$500 per month for the duration of the work, which, according to ComEd, would begin in April and end by December 31, 2020. The agreement does have an extension clause on a month to month basis upon proper notification to the Village.

Attached is the agreement, as well as the resolution authorizing the Village to enter into the licensing agreement with ComEd.

### **FINANCIAL IMPACT:**

The Village will receive \$500 a month for the use of the space by ComEd.

### **DOCUMENTS ATTACHED:**

1. [Ordinance 2020-38](#)
2. [Licensing Agreement with ComEd](#)

### **RECOMMENDED MOTION:**

**Move to approve** the Resolution authorizing a Licensing Agreement between ComEd and the Village.

**ORDINANCE 2020-38**

**AN ORDINANCE OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS,  
AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH  
COMMONWEALTH EDISON COMPANY**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 13th DAY OF APRIL 2020.**

Published in Pamphlet Form by  
Authority of the Corporate Authorities  
of the Village of Brookfield, Illinois,  
this 13<sup>th</sup> day of April 2020.

## ORDINANCE 2020-38

### AN ORDINANCE OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS, AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH COMMONWEALTH EDISON COMPANY

**WHEREAS**, pursuant to pursuant to Section 11-76-1 of the Illinois Municipal Code, 65 ILCS 5/11-76-1, the corporate authorities of the Village of Brookfield (the “Village”) are expressly authorized to lease, and thereby to license, the use of real estate for any term not exceeding two years and to authorize any municipal officer to make leases for terms not exceeding two years in such manner as the corporate authorities may determine; and

**WHEREAS**, it is desirable and in the best interests of the citizens of the Village for the Village to enter into a License Agreement for use of a portion of Ehlert Park (the “License Agreement”) with Commonwealth Edison Company for the licensing of certain Village premises in Ehlert Park to be used to provide Commonwealth Edison Company with a staging area for storage of utility poles;

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

#### **Section 1. Recitals.**

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

#### **Section 2. License Agreement Approved.**

The License Agreement by and between the Village and Commonwealth Edison Company shall be and hereby is approved in substantially the form presented at this meeting, with such insertions, omissions and changes as shall be approved by the

Village President, the execution of the License Agreement being conclusive evidence of such approval.

**Section 3. Execution of License Agreement.**

The Village President shall be and is hereby authorized and directed to execute and the Village Clerk shall be and is hereby authorized and directed to attest the License Agreement, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

**Section 4. Superseder and Effective Date.**

All ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this ordinance shall be in full force and effect immediately upon its passage by three-fourths of the corporate authorities of the Village holding office (six trustees or five trustees and the Village President), approval and publication in the manner provided by law.

**ADOPTED** this \_\_\_ day of April 2020, pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me this \_\_\_ day of April 2020.

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

ATTESTED and filed in my office,  
and published in pamphlet form  
this \_\_\_ day of April 2020.

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

**EXHIBIT "A"**  
**LICENSE AGREEMENT**

## LICENSE AGREEMENT

This License Agreement (the “**License**”) is dated the 13th day of April 2020, by and between THE VILLAGE OF BROOKFIELD (hereafter called “**Village**”) and COMMONWEALTH EDISON COMPANY, an Illinois corporation (hereafter called “**Commonwealth Edison**”).

The Village, for and in consideration of the license fee set forth herein, and of the covenants, conditions and agreements of Commonwealth Edison hereinafter mentioned, hereby grants a license to Commonwealth Edison to use and occupy that portion of the Village’s park parking lot so designated in yellow on the aerial photograph attached hereto and made a part hereof, as Exhibit “B” (hereafter called “**Licensed Premises**”). Exhibit “A” also depicts the portion of the Ehlert Park parking lot to be licensed with the boundaries of the Licensed Premises depicted in yellow. Both exhibits are attached hereto and made a part hereof. The Licensed Premises includes, without limitation, (i) approximately .5 acre  $\pm$  of property for laydown, storage, parking area and roadway ingress and egress as designated on Exhibit “A.”

1. Term: The Initial Term of this License shall commence on March 30, 2020, and end on December 31, 2020, unless sooner terminated as hereinafter provided (the “**Initial Term**”). In addition, Commonwealth Edison shall have the right to extend the Initial Term on a month-to-month basis for a period of up to 6 months, by providing the Village thirty (30) days’ advance written notice on or before November 30, 2020 (the “**Extension Notice**”). The Initial Term shall be extended until the end of month date that Commonwealth Edison specifies in the Extension Notice (the “**Extension Term**”). For purposes of this License the term “**Term**” shall mean and refer to the Initial Term and the Extension Term, if applicable, provided, however, that this License may be revoked by the Village upon thirty (30) days’ prior written notice to Commonwealth Edison.

2. Purpose: The Licensed Premises are only to be used for (a) the laydown and storage of materials and equipment in connection with Commonwealth Edison’s business, and (b) parking of vehicles and equipment (the “**Permitted Use**”) and for no other purposes whatsoever. Commonwealth Edison shall not construct or install any facilities or other improvements upon the Licensed Premises without the prior written consent of the Village.

3. Removal of Property: Commonwealth Edison shall, upon termination of this License and any supplementary modification and extension thereof or by expiration of its Term or otherwise, at its sole cost and expense, remove from the Licensed Premises any and all materials and equipment stored by Commonwealth Edison on the Licensed Premises. The Licensed Premises shall be surrendered in substantially the same or similar state and environmental condition as when the Licensed Premises was delivered to Commonwealth Edison, reasonable wear and tear excepted.

4. License Fee: Commonwealth Edison shall pay the Village a License fee of \$500.00 per calendar month on or before the first day of each calendar month within the Initial Term and \$500.00 per calendar month on or before the first day of each calendar month during the Extension

Term, if applicable, unless otherwise designated by the Village in writing. If the term of this License ends on a day other than the last day of a calendar month, the rent payable for that calendar month shall be apportioned on a per diem basis.

ALL License fee payments shall be mailed to:

Mr. Douglas Cooper, Finance Director  
Village of Brookfield  
8820 Brookfield Avenue  
Brookfield, Illinois 60513

5. Condition of Licensed Premises: Commonwealth Edison has examined the Licensed Premises and knows its condition. Except as set forth on Exhibit "B" attached hereto and made a part hereof and except as otherwise contained herein, no representations as to the condition and repair of the Licensed Premises have been made by the Village. Except as set forth on Exhibit "B," no agreements to make any alterations, repairs or improvements in or about the Licensed Premises have been made by the Village.

6. Alterations by Commonwealth Edison: Prior to occupying the Licensed Premises, Commonwealth Edison shall erect a six (6) foot chain link fence around the Licensed Premises. No other alterations except as noted in Exhibit "B" shall be made by Commonwealth Edison without prior written consent by the Village. . Unless otherwise directed by the Village, Commonwealth Edison shall remove the six (6) foot chain link fence around the Licensed Premises and any other alterations upon the termination of this License.

7. Maintenance of Licensed Premises: Commonwealth Edison, at its sole cost and expense, shall maintain (or cause to be maintained) the Licensed Premises, including, without limitation, (a) all electric, gas, and water and sewer utilities serving the Licensed Premises; (b) within the Licensed Premises and the roadways accessing the Licensed Premises; (c) all portions of the Licensed Premises and the roadway gravel; (d) the repair and replacement of all equipment located on or in the Licensed Premises; and (e) all surface and stormwater drainage for the Licensed Premises (such that there are no surface or stormwater issues that will impair, in any way, Commonwealth Edison's use of the Licensed Premises). In addition, Commonwealth Edison, at its sole cost and expense, shall keep and maintain the Licensed Premises together with any fences, gates, wheel stops, barricades and other improvements located thereon, in a clean, neat and orderly condition, at all times during the Term of this License.

9. Zoning and Permits: The Village assumes sole responsibility for compliance with all applicable zoning laws and ordinances, building codes and governmental regulations. The Village hereby represents and warrants that the Licensed Premises is properly zoned for the Permitted Use and that Village does not need to seek a zoning change to permit the Permitted Use of the Licensed Premises. In the event Commonwealth Edison is prohibited from using the Licensed Premises as intended by Commonwealth Edison, Commonwealth Edison may terminate this License upon giving the Village no less than five (5) days' written notice, whereupon this License shall terminate and the License fee shall be prorated to the date of termination.

10. Default; Remedies: If Commonwealth Edison defaults in the payment of the License fee herein provided or any part thereof or in any of the covenants and agreements herein contained to be kept by Commonwealth Edison, the Village shall provide Commonwealth Edison written notice of such default; and Commonwealth Edison shall have ten (10) days to cure such default, provided, however, that if any such default cannot be reasonably cured within such ten- (10-) day period, Commonwealth Edison shall be given such additional time as is reasonably necessary to cure such default so long as Commonwealth Edison commences such cure within such ten- (10-) day period and diligently pursue such cure thereafter. If Commonwealth Edison fails to cure any such default within such ten-day period, or such additional time as may be reasonably necessary to cure such event of default as described above, the Village may, at its election, without notice or demand to Commonwealth Edison, declare that term ended, the License terminated, and thereupon to re-enter the Licensed Premises, with process of law, and to expel, remove and put out Commonwealth Edison, or any person or persons occupying the Licensed Premises, without prejudice to any remedies, which might otherwise be used for arrears of rent or preceding breach covenants.

11. Attorneys' Fees: In any action with respect to this License, the parties are free to pursue any legal remedies at law or in equity. If any party is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this License, and, by reason thereof, the party is required to use the services of an attorney, then the prevailing party shall be entitled to reimbursement of its/their reasonable attorneys' fees, court costs, expenses and expert witness fees incurred pertaining to the enforcement of this License and in the enforcement of any remedy, including costs and fees relating to any appeal.

12. Receipt of Money: No receipt of money by the Village from Commonwealth Edison, after the termination of this License, or after the service of any notices, or after the commencement of any suit, or after final judgment for possession of the premises, shall renew, reinstate, continue or extend the term of this License or affect any such notice, demand or suit.

13. Waiver: No waiver of any default by Commonwealth Edison or the Village shall be implied from any omission by the other party to take any action on account of such default, if such default persists or be repeated; and no express waiver shall affect any default, other than the default specified in the express waiver, and that only for the time and to the extent therein stated: the invalidity or unenforceability of any provision hereof shall not affect or impair any other provision.

14. Headings: Headings of sections are for convenience only and do not limit or construe the contents of the sections.

15. Early Occupancy: If Commonwealth Edison shall occupy the Licensed Premises, prior to the beginning of the Term, with the Village's consent, all the provisions of this License shall be in full force and effect, as soon as Commonwealth Edison occupies the Licensed Premises, except that no rent or any other costs or charges of any kind or nature shall be due and payable for the period of such early occupancy.

16. No Affiliation: This License does not establish or create any affiliation, joint venture or partnership between the Village and Commonwealth Edison; and no party shall be responsible for the liabilities and debts of the other party hereto.

17. Notices: All notices or other communications required or given under the terms of this Agreement shall be in writing and shall be delivered by: (i) receipted personal delivery during regular business hours; (ii) commercial overnight courier service; (iii) certified mail, return receipt requested, properly addressed with postage prepaid; (iv) facsimile transmission during regular business hours; or (v) sent via electronic mail with any attachments in Portable Document Format (PDF) format, accompanied by a copy of the notice mailed by first-class mail, addressed to the parties as follows:

If to the Village: Village of Brookfield  
8820 Brookfield Avenue  
Brookfield, Illinois 6051  
Attn: Timothy C. Wiberg, Village Manager  
[twiberg@brookfieldil.gov](mailto:twiberg@brookfieldil.gov)

With a copy to: Richard J. Ramello  
Storino, Ramello & Durkin  
9501 West Devon Avenue, Suite 800  
Rosemont, Illinois 60018  
[rramello@srd-law.com](mailto:rramello@srd-law.com)

If to Commonwealth Edison: Commonwealth Edison Company  
c/o Real Estate Asset Management  
Three Lincoln Centre, 4<sup>th</sup> Floor  
Oakbrook Terrace, Illinois 60181

A notice shall be deemed to have been served: (i) upon the date of receipt if served by personal delivery or by commercial overnight courier service; (ii) upon the date of transmission of service by facsimile or electronic mail transmission, provided that the transmission is completed by 5:00 p.m., or if not completed by 5:00 p.m., on the next business day; or (iii) upon the second (2<sup>nd</sup>) business day following deposit with the U.S. post office and served by certified mail. Any party may change the address to which service of notices shall be effected by a notice in conformity with the provisions of this Paragraph 17. The requirement to serve a courtesy copy of a notice shall be deemed a courtesy only, and failure to comply with the requirement shall not affect the compliance provisions of this Paragraph 17.

18. Environmental

18.1. Commonwealth Edison shall strictly comply with all Environmental Laws. Commonwealth Edison shall not maintain any treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws, on the Licensed Premises. Commonwealth Edison shall not release or suffer the release of oil or Hazardous Materials (defined below) on, about or affecting the Licensed Premises.

18.2. Commonwealth Edison shall give the Village immediate notice of any release of Hazardous Materials on, from, or affecting the Licensed Premises to the Village Manager, Tim Wiberg, at [TWiberg@brookfieldil.gov](mailto:TWiberg@brookfieldil.gov) for any violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Commonwealth Edison's use of the Licensed Premises. Commonwealth Edison also shall give the Village Manager immediate notice of all measures undertaken by or on behalf of Commonwealth Edison to investigate, remediate, respond to or otherwise cure such release or violation and shall provide to the Village Manager copies of all reports and/or data regarding any investigations or remediations of the Licensed Premises. If the Village has notice from Commonwealth Edison or otherwise of a release or violation of Environmental Laws on, from, or otherwise affecting the Licensed Premises which occurred or may occur during the Term, then the Village may require Commonwealth Edison, at Commonwealth Edison's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure each such release or violation on, from, or otherwise affecting the Licensed Premises, or the Village's adjoining property.

18.3. Commonwealth Edison shall promptly report to the Village in writing any conditions or activities upon the Licensed Premises which create a risk of harm to persons, property, or the environment and shall take whatever action is necessary to mitigate injury or damage to persons, property, or the environment arising out of such conditions or activities, including, but not limited to, releases or violations of Environmental Laws, provided, however, that Commonwealth Edison's reporting to the Village shall not relieve Commonwealth Edison of any obligation whatsoever imposed on it by this Agreement or by any Legal Requirement (defined below). Commonwealth Edison shall promptly respond to the Village's request for information regarding said conditions or activities.

18.4. Hazardous Materials are not permitted on the Licensed Premises except as otherwise specifically described in this License. Commonwealth Edison shall not use on the Licensed Premises any Hazardous Materials and shall not store any Hazardous Materials on the Licensed Premises without the written consent of the Village ("Permitted Substances"). All such Permitted Substances shall be placed, used, and stored in strict accordance with all Environmental Laws. Use or storage on the Licensed Premises of any Hazardous Materials not disclosed is a breach of this License.

18.5. The Village and its agents and representatives shall have a right of entry and access to the Licensed Premises: (i) at any time an actual or suspected emergency exists; and (ii) at any reasonable time, upon prior written notice, and, at Commonwealth Edison's election, with a representative of Commonwealth Edison present, for the purposes of (a) inspecting the documentation relating to Hazardous Materials or environmental matters maintained by Commonwealth Edison or any occupant of the Licensed Premises, and (b) ascertaining whether Commonwealth Edison is in compliance with its obligations under this Section 18.

18.6. Commonwealth Edison has the right, at its option, to conduct an environmental audit of the Licensed Premises for use as a baseline ("Baseline Audit"). The cost of the Baseline Audit shall be borne by Commonwealth Edison. Commonwealth

Edison shall use an environmental consulting engineer acceptable to the Village to perform such Baseline Audit. Commonwealth Edison shall promptly provide a copy of the final environmental Baseline Audit report to the Village. If such Baseline Audit reveals an environmental condition(s) in existence at the date of the Baseline Audit, then such environmental condition will be known as a “Pre-Existing Condition.” Notwithstanding anything else herein to the contrary, except to the extent caused, aggravated, or contributed to by a Commonwealth Edison Party (defined below), Commonwealth Edison shall not be responsible for any Pre-Existing Condition on the Licensed Premises as shown in the Baseline Audit report.

18.7. With regard to any and all parts of the Licensed Premises, regardless of whether Commonwealth Edison elects to have a Baseline Audit performed, the Village has the right, at its option, on or prior to termination of this License, to require Commonwealth Edison to conduct an environmental audit of the Licensed Premises to determine if any noncompliance or environmental damage to the Licensed Premises has occurred during Commonwealth Edison’s occupancy thereof (“Exit Audit”). The cost of the Exit Audit shall be borne by Commonwealth Edison. Commonwealth Edison shall use an environmental consulting engineer acceptable to the Village to perform such Exit Audit. Commonwealth Edison shall promptly provide a copy of the final environmental Exit Audit report to the Village. Commonwealth Edison shall pay all expenses that may be required to correct: (i) any noncompliance or environmental condition on the Licensed Premises shown in the Exit Audit but not shown on the Baseline Audit as a Pre-Existing Condition; and/or (ii) any aggravation of or contribution to a Pre-Existing Condition during the Term hereof. Notwithstanding the foregoing, however, if Commonwealth Edison did not elect to perform a Baseline Audit, then Commonwealth Edison shall pay all expenses that may be required to correct any noncompliance or environmental conditions on the Licensed Premises shown on the Exit Audit. Commonwealth Edison shall diligently pursue all necessary work to completion no later than thirty (30) days after termination. Commonwealth Edison acknowledges that it remains responsible for any noncompliance or environmental damage during Commonwealth Edison’s occupancy of the Licensed Premises that was not discovered during the Exit Audit or that was not completely investigated or remediated by Commonwealth Edison, and that this Section 18.7 does not relieve Commonwealth Edison of that responsibility. Commonwealth Edison’s obligations under this Section 18.7 shall survive termination of this License.

18.8. “Environmental Law(s)” shall mean any federal, state, or local law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including, but not limited to, ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.* (“CERCLA”); the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 *et seq.*, the Federal

Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 *et seq.*; and the Occupational Safety and Health Act, 29 U.S.C. 651 *et seq.*; all as have been amended from time to time, and any other federal, state, or local environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exists or may be changed or amended or come into effect in the future.

18.9. “Hazardous Material(s)” shall include, but shall not be limited to, any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, or local governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including, without limitation, asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as “hazardous chemicals,” “hazardous substances,” “hazardous materials,” “toxic substances,” or “hazardous wastes” in any Environmental Law.

18.10. “Legal Requirements” shall mean all applicable laws, statutes, regulations, ordinances, orders, covenants, restrictions, codes, rules or any order, decision, injunction, judgment, award or decree of any public body or authority having jurisdiction over Commonwealth Edison, all parts of the Licensed Premises, this Agreement, and/or Commonwealth Edison’s obligations under this Agreement, and shall include all Environmental Laws.

19. Insurance. Commonwealth Edison, at its sole cost and expense, shall procure and maintain during the Term of this License the following insurance coverage:

19.1. All Risk Property Insurance. This insurance shall cover the improvements on the Licensed Premises, including property in the care, custody, or control of Commonwealth Edison. Coverage shall include the following:

19.1.1. Issued on a replacement cost basis.

19.1.2. Shall provide that in respect of the interest of the Village, the insurance shall not be invalidated by any action or inaction of Commonwealth Edison or any other person and shall insure the respective interests of Village as they appear, regardless of any breach or violation of any warranty, declaration, or condition contained in such policies by Commonwealth Edison or any other person.

19.1.3. Include a standard loss payable endorsement naming the Village as the loss payee as its interests may appear.

19.1.4. Include a waiver of subrogation in favor of Village.

19.2. Commercial General Liability (“CGL”) Insurance.

19.2.1. This policy will provide a minimum coverage of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000, but in no event will the coverage be in an amount less than the amount otherwise carried by Commonwealth Edison. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

19.2.1.1. Bodily injury and property damage.

19.2.1.2. Personal injury and advertising injury.

19.2.1.3. Fire legal liability.

19.2.1.4. Products and completed operations.

19.2.1.5. Contractual liability for an “Insured Contract” consistent with the definition under the standard ISO general liability policy form.

19.2.2. This policy shall also contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:

19.2.2.1. Waiver of subrogation in favor of and acceptable to the Village

19.2.2.2. Additional insured endorsement in favor of and acceptable to the Village.

19.2.2.3. Separation of insureds.

19.2.2.4. The policy shall be primary and non-contributing with respect to any insurance carried by Village.

19.2.3. The workers’ compensation and employers’ liability related exclusions in the CGL policy(ies) are intended to apply to employees of the policy holder and will not apply to the Village’s employees.

19.2.4. No other endorsements limiting coverage with respect to Commonwealth Edison’s obligations under this License or services may be included on the policy.

19.3. Commercial Automobile Insurance.

19.3.1. This insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to, the following:

19.3.1.1. Bodily injury and property damage.

19.3.1.2. Any and all vehicles owned, used, or hired.

19.3.2. This policy shall also contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:

19.3.2.1. Waiver of subrogation in favor of and acceptable to Village.

19.3.2.2. Additional insured endorsement in favor of and acceptable to Village.

19.3.2.3. Separation of insureds.

19.3.2.4. The policy shall be primary and non-contributing with respect to any insurance carried by the Village.

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

19.5. Workers' Compensation and Employers' Liability Insurance.

19.5.1. This policy will provide coverage of all employees performing any part of the services including coverage, but not limited to:

19.5.1.1. Commonwealth Edison's statutory liability under the workers' compensation laws of the state of Illinois.

19.5.1.2. Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

19.5.2. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:

19.5.2.1. Waiver of subrogation in favor of and acceptable to the Village.

19.6. Self-Insurance. Commonwealth Edison is allowed to self-insure without the prior written consent of, but upon written notice to the Village advising the Village that it is self-insuring and detailing the coverage subject to self-insurance. Any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Commonwealth Edison in lieu of insurance. Any and all Village liabilities that would otherwise, in accordance with the provisions

of this License Agreement, be covered by Commonwealth Edison's insurance will be covered as if Commonwealth Edison elected not to include a deductible, self-insured retention or other financial responsibility for the claims. If worker's compensation coverage is provided by self-insurance as authorized in Section 4(a) of the Illinois Worker's Compensation Act, it must be approved pursuant to the rules of the Illinois Department of Financial and Professional Regulation, Division of Insurance.

19.7 Verification of Coverage. Commonwealth Edison shall, prior to the entering upon the Licensed Premises, furnish the Village with certificates of insurance, or certificate of self insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village before entering upon the Licensed Premises. In no event shall any failure of the Village to receive policies or certificates or to demand receipt be construed as a waiver of Commonwealth Edison's obligation to obtain and keep in force the required insurance.

20. Indemnity.

**20.1. TO THE FULLEST EXTENT PERMITTED BY LAW, COMMONWEALTH EDISON SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE VILLAGE AND THE VILLAGE'S OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS (COLLECTIVELY, THE "VILLAGE'S INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND ENVIRONMENTAL REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS OR OTHER EXPENSES OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO, IN WHOLE OR IN PART:**

**20.1.1. THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS OR ANY ACTION TO ENJOIN OR INVALIDATE THIS LICENSE;**

**20.1.2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;**

**20.1.3. COMMONWEALTH EDISON'S OCCUPATION AND USE OF THE LICENSED PREMISES;**

**20.1.4. THE ENVIRONMENTAL CONDITION AND STATUS OF THE LICENSED PREMISES CAUSED BY, AGGRAVATED BY, OR**

**CONTRIBUTED IN WHOLE OR IN PART, BY COMMONWEALTH EDISON; OR**

**20.1.5. ANY ACT OR OMISSION RELATED TO THIS LICENSE OF COMMONWEALTH EDISON OR COMMONWEALTH EDISON'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO ANY NEGLIGENCE OF ANY THE VILLAGE'S INDEMNITEES, THE ONLY LIABILITIES WITH RESPECT TO WHICH COMMONWEALTH EDISON'S OBLIGATION TO INDEMNIFY THE VILLAGE'S INDEMNITEES DOES NOT APPLY ARE LIABILITIES (1) TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A VILLAGE INDEMNITEE, OR (2) WHOLLY CAUSED BY THE SOLE NEGLIGENCE OF A VILLAGE INDEMNITEE.**

**20.2. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 20.1 ABOVE, COMMONWEALTH EDISON SHALL NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT ANY VILLAGE INDEMNITEE IS AN "OWNER," "OPERATOR," "ARRANGER," OR "TRANSPORTER" WITH RESPECT TO THE LICENSED PREMISES FOR THE PURPOSES OF CERCLA (DEFINED ABOVE) OR OTHER ENVIRONMENTAL LAWS (DEFINED ABOVE). COMMONWEALTH EDISON WILL INDEMNIFY, DEFEND AND HOLD THE VILLAGE'S INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE VILLAGE INDEMNITEES. THE USE OF THE LICENSED PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL NOT IN ANY WAY SUBJECT ANY VILLAGE INDEMNITEE TO CLAIMS THAT SUCH VILLAGE INDEMNITEE IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS. COMMONWEALTH EDISON SHALL INDEMNIFY, DEFEND, AND HOLD THE VILLAGE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL ANY VILLAGE INDEMNITEE BE RESPONSIBLE TO COMMONWEALTH EDISON FOR THE ENVIRONMENTAL CONDITION OF THE LICENSED PREMISES.**

**20.3. TO THE FULLEST EXTENT PERMITTED BY LAW, COMMONWEALTH EDISON SHALL BE RESPONSIBLE FOR ANY AND ALL INJURIES TO PERSONS OR DAMAGES TO PROPERTY DUE TO THE NEGLIGENT OR WILLFUL ACT OR OMISSION OF COMMONWEALTH EDISON ARISING OR IN CONSEQUENCE OF THE USE OF THE LICENSED PREMISES BY COMMONWEALTH EDISON. COMMONWEALTH EDISON SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE VILLAGE, ITS OFFICIALS, AGENTS AND EMPLOYEES, AGAINST ALL INJURIES, DEATHS,**

**LOSS, DAMAGES, CLAIMS, PATENT CLAIMS, SUITS, LIABILITIES, JUDGMENTS, COST AND EXPENSES, WHICH MAY IN ANY WAY ACCRUE AGAINST THE VILLAGE, ITS OFFICIALS, AGENTS AND EMPLOYEES, DUE TO THE NEGLIGENT OR WILLFUL ACT OR OMISSION OF COMMONWEALTH EDISON ARISING IN OR IN CONSEQUENCE OF THE USE OF THE LICENSED PREMISES BY COMMONWEALTH EDISON. COMMONWEALTH EDISON SHALL, AT ITS OWN EXPENSE, APPEAR, DEFEND AND PAY ALL CHARGES OF ATTORNEYS AND ALL COSTS AND OTHER EXPENSES ARISING THEREFOR OR INCURRED IN CONNECTION THEREWITH; AND, IF ANY JUDGMENT SHALL BE RENDERED AGAINST THE VILLAGE, ITS OFFICIALS, AGENTS AND EMPLOYEES, IN ANY SUCH ACTION, COMMONWEALTH EDISON SHALL, AT ITS OWN EXPENSE, SATISFY AND DISCHARGE THE SAME.**

20.4. No inspection by the Village, its employees or agents shall be deemed a waiver by the Village of full compliance with the requirements of this License. These indemnifications shall not be limited by the required minimum insurance coverages provided in this License.

20.5. Upon written notice from any Village Indemnitee, Commonwealth Edison shall assume the defense of any lawsuit or other proceeding brought against any Village Indemnitee by any entity, relating to any matter covered by this Agreement for which Commonwealth Edison has an obligation to assume liability for and/or save and hold harmless any Village Indemnitee. Commonwealth Edison shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

21. Miscellaneous Provisions.

21.1. Commonwealth Edison shall comply with all applicable federal, state and local laws and any federal or state administrative rules and regulations in carrying out the terms and conditions of this License, including, but not limited to, the following:

21.1.1. Commonwealth Edison hereby certifies by signing this License that it is not barred from entering into this License as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee or tax required by the Village, unless Commonwealth Edison is contesting, in accordance with the procedures established by the appropriate revenue act (or other applicable law), its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*

21.1.2. Commonwealth Edison further certifies, by signing this License, that Commonwealth Edison has not been convicted of attempting to rig bids, fix prices or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act, 15 U.S.C. § 1 *et seq.*; and has not been convicted of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois. Nor has Commonwealth Edison made admission of guilt of such conduct which is a matter of record.

21.2. In carrying out the terms and conditions of this License, Commonwealth Edison shall not commit unlawful discrimination and shall comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

21.3. In the event of Commonwealth Edison's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, Commonwealth Edison may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and this License may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. In connection with the performance of this License, Commonwealth Edison agrees as follows:

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

21.3.2. If Commonwealth Edison hires additional employees in order to perform under this License or any portion of this License, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which Commonwealth Edison may reasonably recruit; and Commonwealth Edison will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

21.3.3. In all solicitations or advertisements for employees placed by Commonwealth Edison or on Commonwealth Edison's behalf, Commonwealth Edison will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

21.3.4. To the extent (in each case) required under applicable law as a result of its performance of this License, Commonwealth Edison will send to each labor organization or representative of workers with which Commonwealth Edison has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of Commonwealth Edison's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with Commonwealth Edison's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, Commonwealth Edison will promptly notify the Illinois Department of Human Rights; and the Village and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

21.3.5. To the extent (in each case) required under applicable law as a result of its performance of this License, Commonwealth Edison 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 Illinois Department of Human Rights Rules and Regulations.

21.3.6. To the extent (in each case) required under applicable law as a result of its performance of this License, Commonwealth Edison 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 Illinois Department of Human Rights Rules and Regulations.

21.3.7. Commonwealth Edison will include verbatim or by reference the provisions of this clause in every subcontract awarded under this License which any portion of the contract obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this License, Commonwealth Edison will be liable for compliance with applicable provisions of this clause by subcontractors; and further, it will promptly notify the Village and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, Commonwealth Edison will not utilize any subcontractor under this License declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

21.4. Commonwealth Edison shall provide facilities for employees at its places of business without segregation except where separate facilities for a person of the opposite sex are required. Commonwealth Edison and any subcontractor under this License shall further ensure, to the greatest extent possible, that employees are not assigned to work at any location where facilities are so segregated.

21.5. Commonwealth Edison has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

21.6. Commonwealth Edison shall maintain its records relating to its performance of its obligations under this License in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) applicable to Commonwealth Edison with respect to the License. Commonwealth Edison shall cooperate with the Village (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by Commonwealth Edison to comply with these obligations in all material respects shall establish a presumption in favor of the Village for the recovery of any funds paid by that Agency under this License or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) in respect of such records. The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this License.

21.7. Commonwealth Edison represents and certifies that, to the best of its knowledge: (1) no official, employee or agent of the Village is interested in the business of Commonwealth Edison or this License; (2) as of the date of this License, neither Commonwealth Edison nor any person employed by or under the control of Commonwealth Edison has any interest that would conflict in any manner or degree with the performance of the obligations under this License; and (3) neither Commonwealth Edison nor any person employed by or under the control of Commonwealth Edison shall at any time during the Term of this License obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this License.

21.8. This License, including matters incorporated herein, contains the entire understanding between Commonwealth Edison and the Village and supersedes any prior understanding and Licenses between them respecting the within subject matter. There are no representations, agreements or understandings, oral or written, by and between Commonwealth Edison and the Village, relating to the subject matter of this License which are not fully expressed herein.

21.9. There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

21.10. Commonwealth Edison warrants to the Village that it is authorized to execute, deliver and perform under this License. Commonwealth Edison warrants that the execution, delivery and performance of this License does not constitute a breach or violation of any License, undertaking, law or ordinance by which Commonwealth Edison is bound. Each individual signing this License on behalf of Commonwealth Edison warrants that such individual is authorized to execute this License in the name of Commonwealth Edison.

21.11. Commonwealth Edison shall not assign, sublet, sell or transfer its interest in this License without the prior written consent of the Village. The terms and conditions of this License shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

21.12. The failure of either party to enforce any term, condition or covenant (herein referred to as "provision") of this License shall not be deemed a waiver or limitation of a party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this License. No provision of this License shall be deemed to have been waived by any party unless such waiver is in writing by said party. The parties, by entering into this License, do not waive any immunity provided by local, state or federal law.

21.13. This License may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

21.14. In event of a conflict between the terms or conditions of this License and any term or condition found in any exhibit or attachment, the terms and conditions of this License shall prevail.

21.15. The invalidity of any provision of this License shall not, in any manner, affect the validity of any other provision hereof; and each and every provision of this License shall be enforceable regardless of the invalidity, if any, of any other provisions hereof.

21.16. The laws of the State of Illinois shall govern this License as to both interpretation and performance.

21.17. The venue for resolving any disputes concerning the parties' respective performance or failure to perform under this License shall be the Circuit Court of Cook County, Illinois.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals all as of the day and year first above written.

**VILLAGE:**

THE VILLAGE OF BROOKFIELD

By: \_\_\_\_\_  
Kit P. Ketchmark, Village President

Attest:

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

**COMMONWEALTH EDISON:**

COMMONWEALTH EDISON COMPANY

By: \_\_\_\_\_  
Mark Falcone, Vice President

Attest:

By: \_\_\_\_\_  
Thomas S. O'Neill, Secretary



## EXHIBIT "B"

- 1. Commonwealth Edison shall be permitted to install necessary security equipment within the Licensed Premises and shall remove such upon termination of the License.**
- 2. Parking – Commonwealth Edison shall be entitled to use of the parking area designated on Exhibit "A" for vehicles and equipment on a shared basis with other park users.**
- 3. Commonwealth Edison shall be entitled to install conex boxes, crew trailers and portable toilet facilities on the property and shall remove such upon termination of the License.**
- 4. Commonwealth Edison shall be entitled to have ingress and egress and ability to turnaround within the parking lot.**



899323.3



# Village of Brookfield

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

**BROOKFIELD VILLAGE BOARD  
COMMITTEE OF THE WHOLE MEETING  
Monday, April 13, 2020**

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

**AGENDA**

1. Roll Call
2. Public Comment – Any member of the audience who wishes to address the President and Village Board may do so at this time
3. Executive Session –If Necessary
4. Adjournment

VILLAGE PRESIDENT  
Kit P. Ketchmark

VILLAGE CLERK  
Brigid Weber

BOARD OF TRUSTEES  
Brian G. Conroy  
Edward J. Côté  
Michael J. Garvey  
Nicole M. Gilhooley  
Kathryn S. Kaluzny  
David P. LeClere

VILLAGE MANAGER  
Timothy C. Wiberg

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

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO  
ZOOLOGICAL SOCIETY

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