



Village of Brookfield

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VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

BROOKFIELD VILLAGE BOARD MEETING AGENDA

Monday, January 12, 2015
6:30 P.M.

Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513

- I. OPENING CEREMONIES: Pledge of Allegiance to the Flag
- II. Roll Call
- III. Appointments and Presentations
- IV. PUBLIC COMMENT – LIMITED TO ITEMS ON OMNIBUS AND NEW BUSINESS ON TONIGHT'S AGENDA
- V. OMNIBUS AGENDA
 - A. **Approval of Minutes:** Truth in Taxation Public Hearing, Monday, December 8, 2014; Village Board Meeting Monday, December 8, 2014; Committee of the Whole Meeting, Monday, December 8, 2014.

VILLAGE PRESIDENT
Kit P. Ketchmark

VILLAGE CLERK
Catherine A. Colgrass-Edwards

BOARD OF TRUSTEES
Ryan P. Evans
Michael J. Garvey
Nicole M. Gilhooley
C.P. Hall, II
Brian S. Oberhauser
Michelle D. Ryan

VILLAGE MANAGER
Keith R. Sbiral

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

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY

VI. REPORTS OF SPECIAL COMMITTEES

Trustee Hall	Chamber of Commerce, Finance, Public Safety and DPW Warrant January 12, 2015
Trustee Oberhauser	Library, Conservation
Trustee Gilhooley	Recreation
Trustee Ryan	Special Events
Trustee Evans	Beautification, Administration
Trustee Garvey	Planning and Zoning Commission
President Ketchmark	Economic Development, Brookfield Zoo, WCMC, PZED
Clerk Edwards	Aging Well Liaison

VII. New Business

- A. **Resolution 2015-978** – A Resolution Authorizing the Adoption of a Cafeteria Plan for the Village of Brookfield, Illinois
- B. **Resolution 2015-979** – A Resolution to Approve and Authorize the Execution of a Professional Services Agreement by and between Edwin Hancock Engineering Company and the Village of Brookfield, Illinois for the Prairie Avenue Water Main Improvements Project
- C. **Ordinance 2015-1** – An Ordinance Amending Section 36-711 entitled "Construction Operations" of Division 3 entitled "Noise" of Article XIII entitled "Nuisances" of Chapter 36 entitled "Offenses and Nuisances" of the Code of Ordinances of the Village of Brookfield, Cook County, Illinois

VIII. Managers Report

IX. Executive Session – Litigation, Land Acquisition/Sales, Personnel

X. New Business, continued

- A. **Ordinance 2015-2** – An Ordinance Approving and Authorizing the Execution of an Assignment and Assumption of a Contract for the Acquisition of Property

XI. Adjournment

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A PUBLIC HEARING – TRUTH IN TAXATION

HELD ON MONDAY, DECEMBER 8, 2014
IN THE BROOKFIELD MUNICIPAL BUILDING

MEMBERS PRESENT: President Kit P. Ketchmark, Trustees Ryan Evans Michael Garvey Nicole Gilhooley, Brian Oberhauser, Michelle Ryan and C.P. Hall, Village Clerk Catherine Colgrass-Edwards.

MEMBERS ABSENT: None

ALSO PRESENT: Village Manager Keith Sbiral, Village Attorney Richard Ramello, Finance Director Doug Cooper, DPW Director Dan Kaup

OTHERS PRESENT: Village Engineer Derek Treichel

On Monday, December 8, 2014, President Ketchmark called the Public Hearing – Truth in Taxation - to order at 6:15 P.M.

Presentation of 2014 Tax Levy

Questions from the Board

None

Questions and Comments from Public

None

ADJOURNMENT

Motion by Trustee Garvey, seconded by Trustee Evans, to adjourn the Public Hearing – Truth in Taxation -- of December 8, 2014 at 6:21 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

Catherine Colgrass-Edwards
Village Clerk
Village of Brookfield

/s/

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

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

HELD ON MONDAY, DECEMBER 8, 2014
IN THE BROOKFIELD MUNICIPAL BUILDING

MEMBERS PRESENT: President Kit Ketchmark, Trustees Ryan Evans, Michael Garvey, Nicole Gilhooley, Brian Oberhauser, Michelle Ryan, C.P. Hall and Village Clerk Catherine Edwards.

MEMBERS ABSENT: None

ALSO PRESENT: Village Manager Keith Sbiral, Finance Director Doug Cooper, DPW Director Dan Kaup, Village Attorney Richard Ramello and Deputy Village Clerk Theresa Coady.

OTHERS PRESENT: Village Engineer Derek Treichel

On Monday December 8, 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

Proclamation – Retirement of Mario Pecora

Proclamation – National Drunk and Drugged Driving Prevention Month

PUBLIC COMMENT

OMNIBUS AGENDA

Ordinance 2014-66 – An Ordinance Authorizing Transfers Within the Annual Appropriation Ordinance for the Year beginning January 1, 2014 and ending December 31, 2014 for the Village of Brookfield, Illinois

Ordinance 2014-67 – Supplemental Appropriation Ordinance

Ordinance 2014-68 – An Ordinance for the Levy of Taxes for all Corporate Purposes for the Village of Brookfield, Cook County, Illinois for the Fiscal Year beginning January 1, 2014 and ending December 31, 2014

Ordinance 2014-69 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year beginning January 1, 2014 and ending December 31, 2014 for the Village of Brookfield Special Service Area Number Six

Ordinance 2014-70 – An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year beginning January 1, 2014 and ending December 31, 2014 for the Village of Brookfield Special Service Area Number Seven

Resolution 2014-976 – A Resolution Directing the County Clerk to Calculate Separate Limiting Rates for the 2014 Tax Year of the Village of Brookfield, Illinois

Approval of Minutes: Village Board Meeting Monday, November 24, 2014; Committee of the Whole Meeting, Monday, November 24, 2014

Motion by Trustee Garvey, seconded by Trustee Evans, to approve the Omnibus Agenda of the Regular Village Board meeting of December 8, 2014, as presented. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

REPORTS OF SPECIAL COMMITTEES

Finance, Public Safety, Public Works & Chamber of Commerce – Trustee Hall

Chamber of Commerce

- 🕒 Holiday Walk December 6, 2014 successful
- 🕒 No After-Hours meeting this month
- 🕒 Chamber business luncheon scheduled for December 11 at Fuego Restaurant

- Chamber Board meeting scheduled for Thursday December 18, 2014 at Noon
- Business After Hours meeting scheduled for Thursday, December 18, 2014 at 5:30 p.m. at Betty's Flowers and Gifts.

Public Safety

- No Report

Public Works

- Leaf pickup completed for the season
- **Corporate Warrant dated December 8, 2014 - \$2,469,386.71**

Trustee Hall noted the warrant was extraordinary as it contained debt payments due in the amount of \$1,278,028.06 and remittances paid out regarding problems with flooding in the amount of \$26,000.00 and a new dump truck was purchased in the amount of \$127,360.00.

Motion by Trustee Hall, seconded by Trustee Oberhauser, to approve the Corporate Warrant dated December 8, 2014 in the amount of \$2,469,386.71. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

Library & Conservation – Trustee Oberhauser

- December meeting cancelled.
- Library:

Recreation – Trustee Gilhooley

- Next meeting scheduled for December 16, 2014 at 6:30 p.m.
- **Special Events Commission – Trustee Ryan**
- Thanks to all who participated in the Holiday Walk event.
- Next Special Events Commission meeting scheduled for January 6, 2015 at 7:00 p.m.

Beautification and Administration – Trustee Evans

- No meeting during December 2014

Planning & Zoning, WCMC – Trustee Garvey

- No meeting scheduled for December.

Economic Development, Zoo, PZED – President Ketchmark

- Welcome to new Permits Clerk
- Holiday Magic at Brookfield Zoo

Aging Well Liaison – Village Clerk Edwards

- Grand Opening of Brookfield Community Café and Wellness Center scheduled for December 11, 2014 at 9022 31st Street, 9:00 a.m. to 2:00 p.m.

NEW BUSINESS

Ordinance 2014-71 – An Ordinance Amending Section 12-136 newly entitled “Codes Governing the Construction of Buildings and Structures” of Division 1 entitled “Generally” of Article IV entitled “Building Code and Regulations” of Chapter 12 entitled “Building and Construction” of the Codes of Ordinances of the Village Of Brookfield, Cook County, Illinois

Motion by Trustee Garvey, seconded by Trustee Evans, to approve Ordinance 2014-71 – An Ordinance Amending Section 12-136 newly entitled "Codes Governing the Construction of Buildings and Structures" of Division 1 entitled "Generally" of Article IV entitled "Building Code and Regulations" of Chapter 12 entitled "Building and Construction" of the Codes of Ordinances of the Village Of Brookfield, Cook County, Illinois. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

Ordinance 2014-72 – An Ordinance Amending Division 1 entitled “Generally” of Article VIII entitled “Property Maintenance Code” of Chapter 12 entitled “Buildings” of the Code of Ordinances of the Village Of Brookfield, Cook County, Illinois.

Motion by Trustee Garvey, seconded by Trustee Ryan, to approve Ordinance 2014-72 – An Ordinance Amending Division 1 entitled “Generally” of Article VIII entitled “Property Maintenance Code” of Chapter 12 entitled “Buildings” of the Code of Ordinances of the Village Of Brookfield, Cook County, Illinois. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

Ordinance 2014-73 – An Ordinance Amending Division 1 entitled “Generally” of Article IV entitled “Fire Prevention” of Chapter 22 entitled “Fire Prevention and Protection” of the Code of Ordinances of the Village Of Brookfield, Cook County, Illinois.

Motion by Trustee Garvey, seconded by Trustee Evans, to approve Ordinance 2014-73 – An Ordinance Amending Division 1 entitled “Generally” of Article IV entitled “Fire Prevention” of Chapter 22 entitled “Fire Prevention and Protection” of the Code of Ordinances of the Village Of Brookfield, Cook County, Illinois. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

Resolution 2014-971 – A Resolution to Authorize the Execution of an Agreement with Avalon Petroleum Company to supply fuel for the Village of Brookfield, Illinois.

Motion by Trustee Hall, seconded by Trustee Gilhooley, to approve Resolution 2014-971 – A Resolution to Authorize the Execution of an Agreement with Avalon Petroleum Company to supply fuel for the Village of Brookfield, Illinois. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

Resolution 2014-972 – A Resolution Adopting the Fiscal Year 2015 Annual Budget for the Village of Brookfield

Motion by Trustee Oberhauser, seconded by Trustee Garvey, to approve Resolution 2014-972 – A Resolution Adopting the Fiscal Year 2015 Annual Budget for the Village of Brookfield. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

Resolution 2014-977 – Resolution to Adopt the 2014 Open Space Plan Update for the Village of Brookfield, Illinois

Motion by Trustee Oberhauser, seconded by Trustee Evans, to approve Resolution 2014-977 – Resolution to Adopt the 2014 Open Space Plan Update for the Village of Brookfield, Illinois. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

Resolution 2014-975 – Resolution to Approve and Authorize the Execution of a Professional Engineering Services Agreement by and between Edwin Hancock Engineering Company and the Village of Brookfield, Illinois, for the 2015 Street Improvements Project

Motion by Trustee Evans, seconded by Trustee Ryan, to approve Resolution 2014-975 – Resolution to Approve and Authorize the Execution of a Professional Engineering Services Agreement by and between Edwin Hancock Engineering Company and the Village of Brookfield, Illinois, for the 2015 Street Improvements Project. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

MANAGER'S REPORT

- Thanks to staff for work involved in preparation of documentation for Board meetings
- Thanks to staff and volunteers for successful Holiday Walk event
- Liquor license renewals deadline December 15, 2014
- Recycling dumpster
- Downspout disconnection deadline extended to May 1, 2015; information available on Village website
- Village Hall holiday closures
- Pumping station update

EXECUTIVE SESSION – Litigation, Land Acquisition/Sales

Motion by Trustee Garvey, seconded by Trustee Evans, to adjourn the Regular Village Board meeting of December 8, 2014 to conduct an Executive Session at 7:03 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

RECONVENE REGULAR BOARD MEETING

Motion by Trustee Garvey, seconded by Trustee Evans, to reconvene the Regular Village Board meeting of December 8, 2014 at 7:20 p.m. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

PUBLIC COMMENT

ADJOURNMENT

Motion by Trustee Evans, seconded by Trustee Oberhauser, to adjourn the Regular Village Board meeting of December 8, 2014 at 7:21 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

**Catherine Colgrass Edwards
Village Clerk
Village of Brookfield**

/s/

JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A COMMITTEE OF THE WHOLE MEETING
HELD ON MONDAY DECEMBER 8, 2014
IN THE BROOKFIELD MUNICIPAL BUILDING

M MEMBERS PRESENT: President Kit Ketchmark, Trustees Ryan Evans, Michael Garvey, Nicole Gilhooley, Brian Oberhauser, Michelle Ryan, C.P. Hall and Village Clerk Catherine Edwards.

MEMBERS ABSENT: None

ALSO PRESENT: Village Manager Keith Sbiral, Finance Director Doug Cooper, DPW Director Dan Kaup, Village Attorney Richard Ramello and Deputy Village Clerk Theresa Coady.

OTHERS PRESENT: Village Engineer Derek Treichel

On Monday, December 8, 2014, President Kit Ketchmark called the Committee of the Whole meeting to order at 7:21 P.M.

Discussion Items:

Discovery Benefits, Inc. Flexible Spending Account Agreement

Staff recommends the Board pass the resolution to enter into a one-year agreement to continue with Discovery Benefits, Inc. as Third Party Administrator for the Village of Brookfield's Flexible Spending Account Plan. Item to be on agenda for approval vote at the Regular Village Board meeting scheduled for January 12, 2015.

Consideration of Prairie Avenue Water Main Project Engineering Agreement

Village Engineer Derek Treichel presented an overview of the project. Staff recommends the Board approve moving forward with an agreement with Hancock Engineering for the project and to direct Village Attorney to formalize an agreement.

PUBLIC COMMENT

ADJOURN

Motion by Trustee Ryan, seconded by Trustee Hall, to adjourn the Committee of the Whole meeting of December 8, 2014 at 7:38 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

Catherine Colgrass Edwards
Village Clerk
Village of Brookfield

/lls

Village of Brookfield
Corporate Warrant - 12/22/14

From Payment Date: 12/9/2014 - To Payment Date: 12/22/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PFC - PUBLIC FUND CHECKING									
Check									
16140	12/10/2014	Open			Accounts Payable	Village of Brookfield - petty cash	\$299.09		
	Invoice		Date	Description		Amount			
	Dec2014		12/10/2014	Police petty cash		\$299.09			
16141	12/12/2014	Open			Utility Management Refund	ROE, A	\$12.33		
16142	12/12/2014	Open			Utility Management Refund	BRENNAN, ROBIN & BILL	\$40.27		
16143	12/13/2014	Open			Utility Management Refund	QUINTANA, M	\$12.36		
16144	12/13/2014	Open			Utility Management Refund	TAVAREZ, D	\$12.95		
16145	12/15/2014	Open			Accounts Payable	Riverside Restaurant	\$960.00		
	Invoice		Date	Description		Amount			
	121014		12/15/2014	Village Christmas luncheon		\$960.00			
16146	12/17/2014	Open			Utility Management Refund	KENSINGTON PROPERTIES	\$12.36		
16147	12/22/2014	Open			Accounts Payable	A & M Parts Inc.	\$900.69		
	Invoice		Date	Description		Amount			
	481840		12/12/2014	oil filters, antifreeze, air filter, gloves		\$242.27			
	481540		12/12/2014	spool valve kit		\$129.00			
	482946		12/15/2014	hose clamp		\$529.42			
16148	12/22/2014	Open			Accounts Payable	A. Block Marketing, Inc.	\$75.00		
	Invoice		Date	Description		Amount			
	00060367		12/17/2014	tipping fee		\$75.00			
16149	12/22/2014	Open			Accounts Payable	Aero Removals	\$285.00		
	Invoice		Date	Description		Amount			
	19889		12/12/2014	local removal		\$285.00			
16150	12/22/2014	Open			Accounts Payable	Aftermath	\$105.00		
	Invoice		Date	Description		Amount			
	JC2014-3901		12/19/2014	Bio-hazard clean-up interview room #2		\$105.00			
16151	12/22/2014	Open			Accounts Payable	AGT Battery Supply LLC	\$156.98		
	Invoice		Date	Description		Amount			
	80680A		12/17/2014	streamlight		\$156.98			
16152	12/22/2014	Open			Accounts Payable	Air One Equipment, Inc.	\$163.00		
	Invoice		Date	Description		Amount			
	99724		12/15/2014	scuba cylinder hydrotest		\$28.00			
	99725		12/15/2014	breathing air quality test		\$135.00			
16153	12/22/2014	Open			Accounts Payable	Airgas USA, LLC	\$338.85		
	Invoice		Date	Description		Amount			
	9923562951		12/15/2014	welding gases		\$197.65			
	9500232159		12/17/2014	medical oxygen		\$141.20			
16154	12/22/2014	Open			Accounts Payable	AIS	\$34,766.57		
	Invoice		Date	Description		Amount			
	51127		12/17/2014	computer equipment		\$8,473.95			
	27709		12/17/2014	domain renewal		\$125.00			

Corporate Warrant - 12/22/14

From Payment Date: 12/9/2014 - To Payment Date: 12/22/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	50471		12/17/2014		IT services		\$4,131.25		
	27678		12/17/2014		UCC SSL renewal		\$150.00		
	27437		12/17/2014		ssl standard cert		\$100.00		
	27667		12/17/2014		IT services		\$2,448.00		
	50320		12/17/2014		computer equipment		\$354.23		
	51126		12/17/2014		IT services		\$10,476.25		
	50805		12/17/2014		IT services		\$1,617.97		
	50804		12/17/2014		IT services		\$4,335.00		
	50597		12/17/2014		IT services		\$1,146.95		
	50470		12/17/2014		computer equipment		\$283.97		
	27732		12/17/2014		VMWare maint/support		\$1,124.00		
16155	12/22/2014	Open			Accounts Payable	Amalgamated Bank of Chicago	\$515.00		
	Invoice		Date	Description		Amount			
	120114		12/15/2014	annual admin fee, 2 wires		\$515.00			
16156	12/22/2014	Open			Accounts Payable	Aramark Refreshment Services	\$90.00		
	Invoice		Date	Description		Amount			
	431102		12/17/2014	Jan-Mar 2015 Lease Innwave Chiller		\$90.00			
16157	12/22/2014	Open			Accounts Payable	AT&T	\$17,335.36		
	Invoice		Date	Description		Amount			
	2014-00000826		12/17/2014	708-485-6045		\$129.29			
	2014-00000827		12/17/2014	708-485-6575		\$72.46			
	2014-00000828		12/17/2014	708-485-3277		\$71.20			
	2014-00000829		12/17/2014	708-485-2266		\$87.30			
	2014-00000830		12/17/2014	773-R07-1184		\$116.20			
	2014-00000831		12/17/2014	708-R07-0065		\$9,950.66			
	2014-00000832		12/17/2014	708-387-1350		\$72.35			
	2014-00000833		12/17/2014	708-387-2561		\$213.60			
	2014-00000834		12/17/2014	708-387-2650		\$4,807.48			
	2014-00000835		12/17/2014	708-387-2733		\$72.67			
	2014-00000836		12/17/2014	847-734-5955		\$1,220.18			
	2014-00000837		12/17/2014	708-485-2499		\$89.34			
	2014-00000838		12/17/2014	E911 051 565-2556 001		\$55.91			
	2014-00000843		12/19/2014	708-485-0076		\$376.72			
16158	12/22/2014	Open			Accounts Payable	Avalon Petroleum Co.	\$16,472.83		
	Invoice		Date	Description		Amount			
	015318		12/17/2014	ultra low sulfur		\$5,377.40			
	559089		12/17/2014	rfg 10% ethanol		\$11,095.43			
16159	12/22/2014	Open			Accounts Payable	B & F Construction Code Services, Inc.	\$696.80		
	Invoice		Date	Description		Amount			
	40645		12/17/2014	Nov 2014 Inspections		\$696.80			
16160	12/22/2014	Open			Accounts Payable	B. Allan Graphics	\$1,030.00		
	Invoice		Date	Description		Amount			
	87899		12/17/2014	Winter 2014 Brookfielder		\$1,030.00			
16161	12/22/2014	Open			Accounts Payable	Bankcard Department	\$53.03		
	Invoice		Date	Description		Amount			
	120514		12/17/2014	misc supplies		\$53.03			

Corporate Warrant - 12/22/14

From Payment Date: 12/9/2014 - To Payment Date: 12/22/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16162	12/22/2014	Open			Accounts Payable	Bound Tree Medical, LLC	\$115.96		
	Invoice		Date	Description		Amount			
	81624186		12/15/2014	mask fluid resistant w/visor		\$115.96			
16163	12/22/2014	Open			Accounts Payable	Brown, Matthew	\$1,000.00		
	Invoice		Date	Description		Amount			
	121614		12/19/2014	Refund of alley bond for permit 121334, 3118 Cleveland		\$1,000.00			
16164	12/22/2014	Open			Accounts Payable	Call One	\$407.40		
	Invoice		Date	Description		Amount			
	121514		12/17/2014	local/long dist svc		\$407.40			
16165	12/22/2014	Open			Accounts Payable	Comcast	\$280.20		
	Invoice		Date	Description		Amount			
	2014-00000839		12/17/2014	8771 20 167 0165665 - internet at FD		\$137.35			
	2014-00000840		12/17/2014	internet @ VH		\$142.85			
16166	12/22/2014	Open			Accounts Payable	ComEd	\$1,234.67		
	Invoice		Date	Description		Amount			
	2014-00000818		12/15/2014	0134327003 - Dusk to Dawn		\$922.93			
	2014-00000819		12/15/2014	6292126004		\$311.74			
16167	12/22/2014	Open			Accounts Payable	Constellation NewEnergy, Inc.	\$10,843.27		
	Invoice		Date	Description		Amount			
	0019429304		12/15/2014	1-1D7Y-573 street lighting		\$10,843.27			
16168	12/22/2014	Open			Accounts Payable	Cook County Collector	\$5,545.04		
	Invoice		Date	Description		Amount			
	120414		12/12/2014	Property tax liability balances		\$5,545.04			
16169	12/22/2014	Open			Accounts Payable	Cook County Dept of Public Health	\$120.00		
	Invoice		Date	Description		Amount			
	111814		12/17/2014	health inspections July-Sept 2014		\$120.00			
16170	12/22/2014	Open			Accounts Payable	Critical Reach, Inc.	\$285.00		
	Invoice		Date	Description		Amount			
	15-61		12/17/2014	2015 annual fee		\$285.00			
16171	12/22/2014	Open			Accounts Payable	De Lage Landen Public Finance	\$575.25		
	Invoice		Date	Description		Amount			
	43682770		12/15/2014	copiers		\$575.25			
16172	12/22/2014	Open			Accounts Payable	EMSAR/ERLA Inc.	\$359.40		
	Invoice		Date	Description		Amount			
	SI-44402		12/17/2014	misc repairs		\$359.40			
16173	12/22/2014	Open			Accounts Payable	FMP	\$902.28		
	Invoice		Date	Description		Amount			
	50-954408		12/15/2014	starter motor asy		\$282.03			
	50-955407		12/15/2014	core credit		(\$75.00)			
	50-948916		12/12/2014	radiator		\$119.22			
	50-948812		12/12/2014	antifreeze		\$259.92			
	50-Y01300		12/12/2014	pro batt pp54 un279		\$316.11			

Corporate Warrant - 12/22/14

From Payment Date: 12/9/2014 - To Payment Date: 12/22/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16174	12/22/2014	Open			Accounts Payable	Foster's Truck Repair	\$210.00		
	Invoice		Date	Description		Amount			
	30314		12/12/2014	misc repairs		\$210.00			
16175	12/22/2014	Open			Accounts Payable	Freeway Ford Truck Sales Inc.	\$2,657.81		
	Invoice		Date	Description		Amount			
	115520		12/15/2014	replace injectors and belts		\$2,657.81			
16176	12/22/2014	Open			Accounts Payable	G&H Developers Corporation	\$14,304.02		
	Invoice		Date	Description		Amount			
	082514-02		12/17/2014	Brookfield Raymond Plaza - Costs assoc w/non-existent water main		\$14,304.02			
16177	12/22/2014	Open			Accounts Payable	GMF Contractors	\$22.00		
	Invoice		Date	Description		Amount			
	47938		12/15/2014	forestry supplies		\$22.00			
16178	12/22/2014	Open			Accounts Payable	Grainger	\$36.00		
	Invoice		Date	Description		Amount			
	9609892725		12/15/2014	batteries		\$36.00			
16179	12/22/2014	Open			Accounts Payable	Groot Industries, Inc.	\$144,473.55		
	Invoice		Date	Description		Amount			
	12783759		12/15/2014	acct# 60940001, residential garbage svc		\$92,121.05			
	12797418		12/15/2014	acct# 60940020, ewaste container		\$500.00			
	60940006-555		12/17/2014	2014 leaf pickup		\$51,852.50			
16180	12/22/2014	Open			Accounts Payable	Hancock Engineering	\$86,143.00		
	Invoice		Date	Description		Amount			
	14-0563		12/17/2014	alley improvements - 4000 Raymond/Madison		\$3,977.50			
	14-0625		12/17/2014	alley improvements - 4000 Raymond/Madison		\$585.00			
	14-0626		12/17/2014	2014 sewer cleaning/televising project		\$2,721.00			
	14-0560-3		12/17/2014	madison ave water svcs		\$244.00			
	14-0565		12/17/2014	prairie/washington pump station improvements		\$20,760.00			
	14-0628		12/17/2014	prairie/washington pump station improvements		\$29,065.00			
	14-0630		12/17/2014	2014 street improvements		\$1,575.00			
	14-0562		12/17/2014	2014 street improvements		\$17,322.50			
	14-0560-7		12/17/2014	MFT fund audit		\$1,098.00			
	14-0568		12/17/2014	2014 sewer cleaning/televising project		\$2,003.00			
	14-0566		12/17/2014	signature apartments		\$1,830.00			
	14-0561		12/17/2014	development @ NE corner of Ogden & Raymond		\$1,267.50			
	14-0560-6		12/17/2014	3111 Raymond		\$366.00			
	14-0560-5		12/17/2014	jam lab 9234 47th st		\$351.00			
	14-0560-4		12/17/2014	flooding investigation		\$488.00			
	14-0560-2		12/17/2014	3545 mccormick		\$618.50			
	14-0560-1		12/17/2014	sweetener supply		\$473.00			
	14-0627		12/17/2014	Kiwanis Park - Construction Engineering		\$647.50			
	14-0629		12/17/2014	RBHS parking lot review		\$488.00			
	14-0624		12/17/2014	development @ NE corner of Ogden & Raymond		\$262.50			
16181	12/22/2014	Open			Accounts Payable	Harrison, David	\$50.00		
	Invoice		Date	Description		Amount			
	122214		12/15/2014	vision care reimbursement		\$50.00			

Corporate Warrant - 12/22/14

From Payment Date: 12/9/2014 - To Payment Date: 12/22/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16182	12/22/2014	Open			Accounts Payable	Hitchcock Design Group	\$1,448.30		
	Invoice		Date	Description		Amount			
	16805		12/17/2014	open space plan update		\$1,328.60			
	16895		12/17/2014	open space plan update		\$119.70			
16183	12/22/2014	Open			Accounts Payable	HL Landscape	\$22,305.60		
	Invoice		Date	Description		Amount			
	1395		12/17/2014	lawn maint for Nov 2014		\$4,411.60			
	1394		12/17/2014	ogden & elm/park parkway		\$60.00			
	1393		12/17/2014	fall cleanup		\$405.00			
	1392		12/17/2014	weeding Ehler/train station		\$1,145.00			
	1391		12/17/2014	4001 blanchan		\$70.00			
	1390		12/17/2014	4006 blanchan		\$70.00			
	1389		12/17/2014	lawn maint for Oct 2014		\$6,617.40			
	1388		12/17/2014	ogden & elm/park parkway		\$180.00			
	1387		12/17/2014	weeding Ehler/train station		\$1,145.00			
	1386		12/17/2014	4001 blanchan		\$105.00			
	1385		12/17/2014	4006 blanchan		\$105.00			
	1384		12/17/2014	lawn maint for Sept 2014		\$4,411.60			
	1383		12/17/2014	ogden & elm/park parkway		\$120.00			
	1382		12/17/2014	Kiwanis Park & Police Station weeding/edging/trimming		\$2,175.00			
	1381		12/17/2014	weeding Ehler/train station		\$1,145.00			
	1380		12/17/2014	4001 blanchan		\$70.00			
	1379		12/17/2014	4006 blanchan		\$70.00			
16184	12/22/2014	Open			Accounts Payable	IAPD	\$663.56		
	Invoice		Date	Description		Amount			
	Dues2015		12/15/2014	Annual membership dues		\$663.56			
16185	12/22/2014	Open			Accounts Payable	ICMA	\$150.00		
	Invoice		Date	Description		Amount			
	108401		12/19/2014	job center ad - tots prep assistant		\$75.00			
	108400		12/19/2014	job center ad - maint worker 1		\$75.00			
16186	12/22/2014	Open			Accounts Payable	Illinois Municipal League	\$40.00		
	Invoice		Date	Description		Amount			
	0025396-IN		12/19/2014	web employment ads - tots prep assistant/maint worker 1		\$40.00			
16187	12/22/2014	Open			Accounts Payable	Illinois Secretary of State	\$222.00		
	Invoice		Date	Description		Amount			
	121114-TB		12/12/2014	registration renewal - unmarked 2007 Chevy Trailblazer		\$121.00			
	121114-INF		12/12/2014	registration renewal - unmarked 1996 Infiniti		\$101.00			
16188	12/22/2014	Open			Accounts Payable	IPELRA	\$55.00		
	Invoice		Date	Description		Amount			
	120514		12/12/2014	training registration		\$55.00			
16189	12/22/2014	Open			Accounts Payable	Irizarry, Danny	\$25.00		
	Invoice		Date	Description		Amount			
	121114		12/15/2014	Magic show at 2014 Holiday Celebration		\$25.00			

Corporate Warrant - 12/22/14

From Payment Date: 12/9/2014 - To Payment Date: 12/22/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16190	12/22/2014	Open			Accounts Payable	IRMA	\$25.00		
	Invoice		Date	Description		Amount			
	IVC0009203		12/17/2014	Buried Truth 11/05		\$25.00			
16191	12/22/2014	Open			Accounts Payable	JCM Uniforms Inc.	\$1,667.10		
	Invoice		Date	Description		Amount			
	698452		12/17/2014	uniforms		\$1,201.87			
	699145		12/17/2014	uniforms		\$465.23			
16192	12/22/2014	Open			Accounts Payable	Kane, Mc Kenna and Associates, Inc.	\$1,312.50		
	Invoice		Date	Description		Amount			
	12750		12/12/2014	research analysis/doc prep & review for Nov 2014		\$1,312.50			
16193	12/22/2014	Open			Accounts Payable	Kurhayez, Jeff	\$25.00		
	Invoice		Date	Description		Amount			
	121114		12/15/2014	Performance at 2014 Holiday Celebration		\$25.00			
16194	12/22/2014	Open			Accounts Payable	La Grange Pk Ace Hardware	\$17.99		
	Invoice		Date	Description		Amount			
	56367		12/15/2014	propane exchange		\$17.99			
16195	12/22/2014	Open			Accounts Payable	Lehigh Hanson	\$272.84		
	Invoice		Date	Description		Amount			
	5464819		12/15/2014	016CA07		\$132.09			
	5465328		12/15/2014	016CA07		\$140.75			
16196	12/22/2014	Open			Accounts Payable	Leslie Heating & Cooling Inc.	\$1,715.00		
	Invoice		Date	Description		Amount			
	S-17683		12/12/2014	preventative maintenance		\$1,715.00			
16197	12/22/2014	Open			Accounts Payable	LexisNexis Risk Data Management	\$100.00		
	Invoice		Date	Description		Amount			
	1465957-20141130		12/15/2014	monthly subscription fee		\$100.00			
16198	12/22/2014	Open			Accounts Payable	Lincoln Elementary School Chorus	\$50.00		
	Invoice		Date	Description		Amount			
	121114		12/15/2014	Stipend for performance at 2014 Holiday Celebration		\$50.00			
16199	12/22/2014	Open			Accounts Payable	LTHS Chamber Orchestra	\$50.00		
	Invoice		Date	Description		Amount			
	121114		12/15/2014	Stipend for performance at 2014 Holiday Celebration		\$50.00			
16200	12/22/2014	Open			Accounts Payable	LTHS Eurythmic Dance Company	\$50.00		
	Invoice		Date	Description		Amount			
	121114		12/15/2014	Stipend for performance at 2014 Holiday Celebration		\$50.00			
16201	12/22/2014	Open			Accounts Payable	Madison National Life Insurance Co.	\$657.59		
	Invoice		Date	Description		Amount			
	1154231		12/19/2014	ins adm fees		\$657.59			
16202	12/22/2014	Open			Accounts Payable	Megapath	\$523.25		
	Invoice		Date	Description		Amount			
	49117856		12/17/2014	dsl service		\$523.25			
16203	12/22/2014	Open			Accounts Payable	Menards-Hodgkins	\$97.68		
	Invoice		Date	Description		Amount			
	82872		12/15/2014	handle fiberglass maul, cutting wheel, ball pien		\$30.34			
	82853		12/15/2014	misc supplies		\$54.08			

Corporate Warrant - 12/22/14

From Payment Date: 12/9/2014 - To Payment Date: 12/22/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	83480		12/17/2014		pvc tee, nozzle str brass, pvc cap		\$5.91		
	83463		12/17/2014		misc parts		\$17.48		
	83478		12/17/2014		returns		(\$10.13)		
16204	12/22/2014	Open			Accounts Payable	Midwest Orthopaedics at Rush	\$87.00		
	Invoice		Date	Description		Amount			
	5627		12/12/2014		pre-employment screenings		\$87.00		
16205	12/22/2014	Open			Accounts Payable	Miner Electronics Corp	\$571.50		
	Invoice		Date	Description		Amount			
	98243		12/12/2014		Maintenance/CR/SMR		\$571.50		
16206	12/22/2014	Open			Accounts Payable	Muellermist Irrigation Co.	\$399.00		
	Invoice		Date	Description		Amount			
	121614		12/17/2014		maintenance service contract for 2015		\$399.00		
16207	12/22/2014	Open			Accounts Payable	Municipal Clerks of Illinois	\$90.00		
	Invoice		Date	Description		Amount			
	121714		12/19/2014		annual dues		\$90.00		
16208	12/22/2014	Open			Accounts Payable	NCPERS Group Life Ins.	\$184.00		
	Invoice		Date	Description		Amount			
	30901214		12/12/2014		life ins premium Dec 2014		\$184.00		
16209	12/22/2014	Open			Accounts Payable	NICOR	\$307.84		
	Invoice		Date	Description		Amount			
	2014-00000824		12/15/2014		4523 Eberly		\$149.27		
	2014-00000841		12/17/2014		3840 Maple		\$115.66		
	2014-00000842		12/17/2014		4301 Elm		\$42.91		
16210	12/22/2014	Open			Accounts Payable	NIPSTA	\$240.00		
	Invoice		Date	Description		Amount			
	13087		12/15/2014		transitioning into a leadership role - Zontos, Bretz, Janusz		\$240.00		
16211	12/22/2014	Open			Accounts Payable	North East Multi-Regional Training	\$200.00		
	Invoice		Date	Description		Amount			
	189889		12/15/2014		laws of arrest, search, and seizure - Kissane, Zeman		\$100.00		
	189793		12/12/2014		Arrest, Search & Seizure update for seargents & lieutenants		\$100.00		
16212	12/22/2014	Open			Accounts Payable	Orkin Inc.	\$501.81		
	Invoice		Date	Description		Amount			
	2014-00000810		12/12/2014		pest control - 3830 Maple		\$65.39		
	2014-00000811		12/12/2014		pest control - 4301 Elm		\$47.70		
	2014-00000812		12/12/2014		pest control - 4523 Eberly		\$59.45		
	2014-00000813		12/12/2014		pest control - 4545 Eberly		\$66.37		
	2014-00000814		12/12/2014		pest control - 8820 Brookfield		\$82.36		
	2014-00000815		12/12/2014		pest control - fire stations 1&2		\$113.85		
	2014-00000816		12/12/2014		pest control - train station		\$66.69		
16213	12/22/2014	Open			Accounts Payable	Parcel Mail Service	\$20.00		
	Invoice		Date	Description		Amount			
	2259		12/12/2014		packing/shipping charges		\$20.00		

Corporate Warrant - 12/22/14

From Payment Date: 12/9/2014 - To Payment Date: 12/22/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16214	12/22/2014	Open			Accounts Payable	Passport Parking, LLC	\$147.00		
	Invoice		Date	Description		Amount			
	1696		12/17/2014	November 2014 mobile pay		\$147.00			
16215	12/22/2014	Open			Accounts Payable	Pogwizd, Caroline	\$113.91		
	Invoice		Date	Description		Amount			
	121114		12/15/2014	leather allowance		\$113.91			
16216	12/22/2014	Open			Accounts Payable	Pomazal, Marie	\$54.00		
	Invoice		Date	Description		Amount			
	RT1548		12/17/2014	refund for volleyball		\$54.00			
16217	12/22/2014	Open			Accounts Payable	Portable John, Inc.	\$11.44		
	Invoice		Date	Description		Amount			
	A-197037		12/15/2014	svc @ Ehlert Park		\$11.44			
16218	12/22/2014	Open			Accounts Payable	Powers, Pam	\$106.02		
	Invoice		Date	Description		Amount			
	120914		12/12/2014	holiday decorations for village signs		\$106.02			
16219	12/22/2014	Open			Accounts Payable	Priority Print	\$89.40		
	Invoice		Date	Description		Amount			
	20141679		12/17/2014	property maint violation notices		\$89.40			
16220	12/22/2014	Open			Accounts Payable	Quarry Materials, Inc.	\$58.00		
	Invoice		Date	Description		Amount			
	00052426		12/17/2014	N50 D surface		\$58.00			
16221	12/22/2014	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$151.90		
	Invoice		Date	Description		Amount			
	1468811-IN		12/17/2014	switching patches		\$4.00			
	1468896-IN		12/17/2014	bigeasy lockout kit, pants		\$147.90			
16222	12/22/2014	Open			Accounts Payable	RBHS Brass Ensemble	\$50.00		
	Invoice		Date	Description		Amount			
	121114		12/15/2014	Stipend for performance at 2014 Holiday Celebration		\$50.00			
16223	12/22/2014	Open			Accounts Payable	Ricmar Industries	\$316.35		
	Invoice		Date	Description		Amount			
	319916		12/15/2014	aqua pel, sound deadner		\$316.35			
16224	12/22/2014	Open			Accounts Payable	S.E. Gross Middle School Band	\$50.00		
	Invoice		Date	Description		Amount			
	121114		12/15/2014	Stipend for performance at 2014 Holiday Celebration		\$50.00			
16225	12/22/2014	Open			Accounts Payable	S.E. Gross Middle School Chorus	\$50.00		
	Invoice		Date	Description		Amount			
	121114		12/15/2014	Stipend for performance at 2014 Holiday Celebration		\$50.00			
16226	12/22/2014	Open			Accounts Payable	Sam's Club	\$151.76		
	Invoice		Date	Description		Amount			
	008705		12/12/2014	misc supplies		\$151.76			
16227	12/22/2014	Open			Accounts Payable	Sign Up Sign Co.	\$60.00		
	Invoice		Date	Description		Amount			
	14276		12/12/2014	signs for Holiday Celebration		\$60.00			

Corporate Warrant - 12/22/14

From Payment Date: 12/9/2014 - To Payment Date: 12/22/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16228	12/22/2014	Open			Accounts Payable	Special T Unlimited	\$70.00		
	Invoice		Date	Description		Amount			
	13493		12/12/2014	fleece lined jackets		\$70.00			
16229	12/22/2014	Open			Accounts Payable	SSPRF	\$151.50		
	Invoice		Date	Description		Amount			
	121814		12/19/2014	ibid sales Nov 2014		\$151.50			
16230	12/22/2014	Open			Accounts Payable	St. Louise De Marillac Parish	\$50.00		
	Invoice		Date	Description		Amount			
	121114		12/17/2014	stipend for bell choir/dad's club holiday performances		\$50.00			
16231	12/22/2014	Open			Accounts Payable	Suburban Laboratories, Inc.	\$130.00		
	Invoice		Date	Description		Amount			
	118489		12/17/2014	coliform presence-absence for IEPA		\$130.00			
16232	12/22/2014	Open			Accounts Payable	Suburban Truck Parts	\$119.99		
	Invoice		Date	Description		Amount			
	18214		12/15/2014	two plane swivel		\$119.99			
16233	12/22/2014	Open			Accounts Payable	The Leadership	\$50.00		
	Invoice		Date	Description		Amount			
	121114		12/17/2014	stipend for Holiday Celebration		\$50.00			
16234	12/22/2014	Open			Accounts Payable	Third Millennium Associates, Inc	\$2,376.94		
	Invoice		Date	Description		Amount			
	17628		12/12/2014	utility bills 11/18/14 & 12/03/14		\$606.69			
	17631		12/12/2014	lockbox charges for August 2014		\$843.57			
	17632		12/12/2014	lockbox charges for October 2014		\$926.68			
16235	12/22/2014	Open			Accounts Payable	Thompson Elevator Inspection Service Inc.	\$43.00		
	Invoice		Date	Description		Amount			
	14-4216		12/15/2014	library elevator reinspection		\$43.00			
16236	12/22/2014	Open			Accounts Payable	TREVINO, J	\$12.00		
	Invoice		Date	Description		Amount			
	RT1512		12/12/2014	Refund of credit balance		\$12.00			
16237	12/22/2014	Open			Accounts Payable	Trugreen	\$3,041.00		
	Invoice		Date	Description		Amount			
	2524823		12/17/2014	vegetation application		\$100.00			
	25246315		12/17/2014	vegetation application		\$130.00			
	25314912		12/17/2014	vegetation application		\$840.00			
	2536980		12/17/2014	vegetation application		\$1,420.00			
	25267406		12/17/2014	vegetation		\$145.00			
	25271665		12/17/2014	vegetation		\$60.00			
	27180963		12/17/2014	vegetation		\$82.00			
	26257519		12/17/2014	weed and feed		\$99.00			
	25286918		12/17/2014	vegetation application		\$165.00			
16238	12/22/2014	Open			Accounts Payable	Unifirst Corporation	\$481.47		
	Invoice		Date	Description		Amount			
	081 0995502		12/12/2014	laundry service		\$159.69			
	081 0998718		12/17/2014	laundry service		\$162.09			
	081 0997105		12/15/2014	laundry service		\$159.69			

Corporate Warrant - 12/22/14

From Payment Date: 12/9/2014 - To Payment Date: 12/22/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16239	12/22/2014	Open			Accounts Payable	Verizon Wireless	\$4,291.27		
	Invoice		Date	Description		Amount			
	9736046082		12/17/2014	trustee ipads		\$143.36			
	9736214824		12/17/2014	cell phones		\$4,147.91			
16240	12/22/2014	Open			Accounts Payable	Warehouse Direct Workplace Solutions	\$372.78		
	Invoice		Date	Description		Amount			
	2516778-0		12/12/2014	pens, highlighters, legal pads		\$68.97			
	2534363-0		12/17/2014	office supplies		\$275.26			
	2523152-0		12/15/2014	pushpins, calendars		\$28.55			
16241	12/22/2014	Open			Accounts Payable	Wednesday Journal	\$300.00		
	Invoice		Date	Description		Amount			
	112614		12/12/2014	tax levy public hearing notice		\$300.00			
16242	12/22/2014	Open			Accounts Payable	Wentworth Tire Service	\$476.76		
	Invoice		Date	Description		Amount			
	438132		12/15/2014	tires		\$476.76			
16243	12/22/2014	Open			Accounts Payable	West Cook County Solid Waste Agency	\$19,667.53		
	Invoice		Date	Description		Amount			
	0003492-IN		12/17/2014	disp/admin fee		\$19,667.53			
16244	12/22/2014	Open			Accounts Payable	Westfield Ford	\$315.40		
	Invoice		Date	Description		Amount			
	604675		12/15/2014	hose - heater water		\$86.20			
	380526		12/15/2014	cut and program extra key		\$229.20			
16245	12/22/2014	Open			Accounts Payable	Wholesale Direct Inc.	\$236.96		
	Invoice		Date	Description		Amount			
	000211537		12/17/2014	2-chnl elec led flasher		\$121.90			
	000211517		12/17/2014	amber turn signal w/o flg		\$115.06			
16246	12/22/2014	Open			Accounts Payable	Worldpoint ECC, Inc.	\$57.95		
	Invoice		Date	Description		Amount			
	5454029		12/17/2014	BLS Instr Course Card		\$57.95			
16247	12/22/2014	Open			Accounts Payable	Zagrodnik, Paul	\$54.00		
	Invoice		Date	Description		Amount			
	RT1503		12/12/2014	refund for volleyball		\$54.00			
16248	12/22/2014	Open			Accounts Payable	Zee Medical Inc.	\$106.69		
	Invoice		Date	Description		Amount			
	0100187863		12/12/2014	first aid supplies		\$48.84			
	0100187864		12/12/2014	first aid supplies		\$57.85			
16249	12/22/2014	Open			Accounts Payable	Zep Manufacturing Co.	\$355.03		
	Invoice		Date	Description		Amount			
	9001354805		12/17/2014	zep 40, cherry bomb, zep-o-zorb		\$274.25			
	9001357145		12/17/2014	zep 40		\$80.78			
16250	12/22/2014	Open			Accounts Payable	Alvarado, Rafael	\$53.49		
	Invoice		Date	Description		Amount			
	121214		12/15/2014	meal reimbursement		\$53.49			

Corporate Warrant - 12/22/14

From Payment Date: 12/9/2014 - To Payment Date: 12/22/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16251	12/22/2014	Open			Accounts Payable	Burdett, James	\$4,880.69		
	Invoice		Date	Description		Amount			
	121714		12/17/2014	tuition reimbursement		\$4,880.69			
16252	12/22/2014	Open			Accounts Payable	Conrad, Richard	\$129.99		
	Invoice		Date	Description		Amount			
	121514		12/17/2014	workboots allowance		\$129.99			
16253	12/22/2014	Open			Accounts Payable	Morrison, Scott	\$725.00		
	Invoice		Date	Description		Amount			
	120914		12/12/2014	Reimbursement for Adv Training for Cert Arborists		\$725.00			
16254	12/22/2014	Open			Accounts Payable	Wright, Erik	\$295.00		
	Invoice		Date	Description		Amount			
	120414		12/12/2014	reimbursement for water operator's license		\$295.00			
16255	12/22/2014	Open			Accounts Payable	DUNCAN, A	\$56.00		
	Invoice		Date	Description		Amount			
	RT1544		12/17/2014	refund for tots prep		\$56.00			
16256	12/22/2014	Open			Accounts Payable	Koch, Chad	\$937.60		
	Invoice		Date	Description		Amount			
	141208		12/12/2014	yoga/taí chi classes		\$937.60			
16257	12/22/2014	Open			Accounts Payable	Robertson, Courtney	\$90.00		
	Invoice		Date	Description		Amount			
	120414		12/12/2014	Cert. Teacher Pay - Let's Win		\$90.00			
16258	12/22/2014	Open			Accounts Payable	CONROY, B	\$1,825.00		
	Invoice		Date	Description		Amount			
	121214		12/12/2014	Flood mitigation reimbursement		\$1,825.00			
16259	12/22/2014	Open			Accounts Payable	JACOBS, THOMAS	\$1,997.50		
	Invoice		Date	Description		Amount			
	121114		12/12/2014	Flood mitigation reimbursement		\$1,997.50			
16260	12/22/2014	Open			Accounts Payable	JOHNSON, GRANT	\$5,000.00		
	Invoice		Date	Description		Amount			
	121214		12/12/2014	Flood mitigation reimbursement		\$5,000.00			
16261	12/22/2014	Open			Accounts Payable	MEIER , CHRIS	\$4,000.00		
	Invoice		Date	Description		Amount			
	120514		12/12/2014	Flood mitigation reimbursement		\$4,000.00			
16262	12/22/2014	Open			Accounts Payable	Aqua Flow Plumbing	\$2,000.00		
	Invoice		Date	Description		Amount			
	121514		12/15/2014	refund of street bond for 3622 Rosemead, permit 2014-00000727		\$2,000.00			
Type Check Totals:									
					123 Transactions		\$434,133.20		
EFT									
258	12/19/2014	Open			Accounts Payable	Village of Brookfield	\$337,623.59		
	Invoice		Date	Description		Amount			
	2014-00000845		12/19/2014	salaries		\$337,623.59			
259	12/19/2014	Open			Accounts Payable	Village of Brookfield	\$12,884.74		
	Invoice		Date	Description		Amount			
	2014-00000846		12/19/2014	fica/medicare		\$12,884.74			

Corporate Warrant - 12/22/14

From Payment Date: 12/9/2014 - To Payment Date: 12/22/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
260	12/19/2014	Open			Accounts Payable	Village of Brookfield	\$195.79		
	Invoice		Date	Description			Amount		
	2014-00000847		12/19/2014	payroll-sui			\$195.79		

Type EFT Totals:

PFC - PUBLIC FUND CHECKING Totals

3 Transactions

\$350,704.12

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	123	\$434,133.20	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	123	\$434,133.20	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	\$350,704.12	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	3	\$350,704.12	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	126	\$784,837.32	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	126	\$784,837.32	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	123	\$434,133.20	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	123	\$434,133.20	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	\$350,704.12	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	3	\$350,704.12	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	126	\$784,837.32	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	126	\$784,837.32	\$0.00

Village of Brookfield

Corporate Warrant - 01/12/15

From Payment Date: 12/23/2014 - To Payment Date: 1/12/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PFC - PUBLIC FUND CHECKING									
Check									
16263	12/23/2014	Open			Utility Management Refund	DIVEN JR, G, S	\$33.18		
16264	12/23/2014	Open			Utility Management Refund	POTERACKI, S	\$0.30		
16265	01/02/2015	Open			Accounts Payable	Safelite AutoGlass	\$260.89		
	Invoice		Date	Description		Amount			
	05447-008154		09/02/2014	heated solar antenna		\$260.89			
16266	01/02/2015	Open			Accounts Payable	Safelite AutoGlass	\$78.93		
	Invoice		Date	Description		Amount			
	01807-25939		10/13/2014	windshield repair		\$78.93			
16267	01/02/2015	Open			Accounts Payable	Safelite AutoGlass	\$250.89		
	Invoice		Date	Description		Amount			
	24834		10/03/2014	heated solar antenna		\$250.89			
16268	01/06/2015	Open			Accounts Payable	Chicago Mosaic School	\$600.00		
	Invoice		Date	Description		Amount			
	00001019		01/05/2015	Outdoor Mosaic Workshop for Beautification Comm.		\$600.00			
16269	01/12/2015	Open			Accounts Payable	Aftermath	\$105.00		
	Invoice		Date	Description		Amount			
	JC2014-3907		01/05/2015	Biohazard cleanup		\$105.00			
16270	01/12/2015	Open			Accounts Payable	Community Park District of LaGrange Park	\$3,993.02		
	Invoice		Date	Description		Amount			
	Fall2014		01/05/2015	Co-op fees for Fall 2014		\$3,993.02			
16271	01/12/2015	Open			Accounts Payable	Crown Trophy	\$365.00		
	Invoice		Date	Description		Amount			
	23398		01/05/2015	embroidery, name plate		\$332.00			
	23399		01/05/2015	embroidery		\$33.00			
16272	01/12/2015	Open			Accounts Payable	De Lage Landen Public Finance	\$2,177.00		
	Invoice		Date	Description		Amount			
	43882572		01/05/2015	copier contracts		\$2,177.00			
16273	01/12/2015	Open			Accounts Payable	Hancock Engineering	\$1,421.48		
	Invoice		Date	Description		Amount			
	14-0680		01/05/2015	Mape Avenue Resurfacing		\$1,421.48			
16274	01/12/2015	Open			Accounts Payable	IPELRA	\$95.00		
	Invoice		Date	Description		Amount			
	020515		01/05/2015	essential skills for supervisory success		\$95.00			
16275	01/12/2015	Open			Accounts Payable	Koch, Chad	\$728.00		
	Invoice		Date	Description		Amount			
	141223		01/05/2015	martial arts instruction		\$728.00			
16276	01/12/2015	Open			Accounts Payable	Local Union 705	\$1,260.70		
	Invoice		Date	Description		Amount			
	010515		01/05/2015	DPW Union Dues for December 2014		\$1,260.70			

Corporate Warrant - 01/12/15

From Payment Date: 12/23/2014 - To Payment Date: 1/12/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16277	01/12/2015	Open			Accounts Payable	North East Multi-Regional Training	\$200.00		
	Invoice		Date	Description		Amount			
	190285		01/05/2015	crisis call talking		\$200.00			
16278	01/12/2015	Open			Accounts Payable	Purchase Power	\$2,750.00		
	Invoice		Date	Description		Amount			
	121614		01/05/2015	postage		\$2,750.00			
16279	01/12/2015	Open			Accounts Payable	Richardson, Anita	\$1,800.00		
	Invoice		Date	Description		Amount			
	2014-15		01/05/2015	Adjudication for December 2014		\$1,800.00			
16280	01/12/2015	Open			Accounts Payable	Staples Advantage	\$259.52		
	Invoice		Date	Description		Amount			
	3251427489		01/05/2015	office supplies		\$199.27			
	3250847873		01/05/2015	office supplies		\$60.25			
16281	01/12/2015	Open			Accounts Payable	Third Millennium Associates, Inc	\$740.73		
	Invoice		Date	Description		Amount			
	17666		01/05/2015	December 2014 utility bills		\$740.73			
16282	01/12/2015	Open			Accounts Payable	Village of Romeoville Fire Academy	\$200.00		
	Invoice		Date	Description		Amount			
	2014-587		01/05/2015	CPR Instructor class		\$200.00			
16283	01/12/2015	Open			Accounts Payable	Visa	\$5,743.31		
	Invoice		Date	Description		Amount			
	2015-00000002		01/05/2015	fire dept *0938		\$57.22			
	2015-00000004		01/05/2015	admin acct *1803		\$195.00			
	2015-00000005		01/05/2015	recreation acct *0953		\$1,048.67			
	2015-00000006		01/05/2015	police dept *1886		\$4,442.42			
16284	01/12/2015	Open			Accounts Payable	Warehouse Direct Workplace Solutions	\$51.58		
	Invoice		Date	Description		Amount			
	2549290-0		01/05/2015	address labels		\$51.58			
16285	01/12/2015	Open			Accounts Payable	Kudla, David	\$119.06		
	Invoice		Date	Description		Amount			
	121914		01/05/2015	Equipment allowance		\$119.06			
16286	01/12/2015	Open			Accounts Payable	Mc Grath, Robert	\$84.99		
	Invoice		Date	Description		Amount			
	122214		01/05/2015	leather allowance		\$84.99			
16287	01/12/2015	Open			Accounts Payable	Palos, Robert	\$175.00		
	Invoice		Date	Description		Amount			
	122214		01/05/2015	Reimbursement for window tint purchase - new charger		\$175.00			
16288	01/12/2015	Open			Accounts Payable	Weissgerber, Edward	\$290.24		
	Invoice		Date	Description		Amount			
	122214		01/05/2015	Equipment allowance		\$290.24			
16289	01/12/2015	Open			Accounts Payable	BARCAL, ROBERT	\$4,000.00		
	Invoice		Date	Description		Amount			
	010515		01/05/2015	Flood mitigation reimbursement		\$4,000.00			

Corporate Warrant - 01/12/15

From Payment Date: 12/23/2014 - To Payment Date: 1/12/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
16290	01/12/2015	Open			Accounts Payable	Landess, Mark	\$2,900.00		
	Invoice		Date	Description			Amount		
	010515		01/05/2015	Flood mitigation reimbursement			\$2,900.00		
16291	01/12/2015	Open			Accounts Payable	SCHAWEL, ANNA	\$837.50		
	Invoice		Date	Description			Amount		
	010515		01/05/2015	Flood mitigation reimbursement			\$837.50		
16292	01/12/2015	Open			Accounts Payable	ST PAUL, JOAN	\$4,000.00		
	Invoice		Date	Description			Amount		
	010515		01/05/2015	Flood mitigation reimbursement			\$4,000.00		
16293	01/12/2015	Open			Accounts Payable	STERK, J	\$2,992.50		
	Invoice		Date	Description			Amount		
	010515		01/05/2015	Flood mitigation reimbursement			\$2,992.50		
16294	01/12/2015	Open			Accounts Payable	Cumbo, Jennifer	\$90.00		
	Invoice		Date	Description			Amount		
	010515		01/05/2015	Refund for quarterly parking permit			\$90.00		
16295	01/12/2015	Open			Accounts Payable	Tena, Veronica	\$20.00		
	Invoice		Date	Description			Amount		
	122914		01/05/2015	refund of overpayment for vehicle sticker			\$20.00		

Type Check Totals:

33 Transactions \$38,623.82

EFT

261	12/26/2014	Open			Accounts Payable	Village of Brookfield	\$340,298.39		
	Invoice		Date	Description			Amount		
	2014-00000848		12/26/2014	salaries			\$340,298.39		
262	12/26/2014	Open			Accounts Payable	Village of Brookfield	\$10,957.23		
	Invoice		Date	Description			Amount		
	2014-00000849		12/26/2014	fica/medicare			\$10,957.23		
263	12/26/2014	Open			Accounts Payable	Village of Brookfield	\$3,504.35		
	Invoice		Date	Description			Amount		
	2014-00000850		12/26/2014	payroll-sui			\$3,504.35		
264	12/26/2014	Open			Accounts Payable	IMRF	\$40,378.59		
	Invoice		Date	Description			Amount		
	2014-00000851		12/26/2014	employee/employer contributions			\$40,378.59		

Type EFT Totals:

4 Transactions \$395,138.56

PFC - PUBLIC FUND CHECKING Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	33	\$38,623.82	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	33	\$38,623.82	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	4	\$395,138.56	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	4	\$395,138.56	\$0.00

Corporate Warrant - 01/12/15

From Payment Date: 12/23/2014 - To Payment Date: 1/12/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	37	\$433,762.38	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	37	\$433,762.38	\$0.00	
Grand Totals:									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	33	\$38,623.82	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	33	\$38,623.82	\$0.00	
				EFTs	Status	Count	Transaction Amount	Reconciled Amount	
					Open	4	\$395,138.56	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	4	\$395,138.56	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	37	\$433,762.38	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	37	\$433,762.38	\$0.00	

RESOLUTION NO. R-2015 - 978

**A RESOLUTION AUTHORIZING THE ADOPTION OF A CAFETERIA PLAN
FOR THE VILLAGE OF BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 12TH DAY OF JANUARY 2015

RESOLUTION NO. R-2015 - 978

**A RESOLUTION AUTHORIZING THE ADOPTION OF A CAFETERIA PLAN
FOR THE VILLAGE OF BROOKFIELD, ILLINOIS**

WHEREAS, the Village of Brookfield has employees rendering valuable services; and

WHEREAS, the establishment of a cafeteria plan for the Village of Brookfield's employees serves the interests of the Village of Brookfield by enabling it to provide a tax-advantaged benefits plan to address its employees' health needs, by providing increased flexibility in its personnel management system and by assisting in the attraction and retention of competent personnel; and

WHEREAS, a majority of the corporate authorities of the Village of Brookfield has determined that it is advisable, necessary and in the public interest that the Village of Brookfield establish a cafeteria plan (the "Cafeteria Plan") and that the Cafeteria Plan serves the above objectives;

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 form of an amended Cafeteria Plan including a Dependent Care Flexible Spending Account and Health Spending Account effective January 1, 2015, presented to this meeting attached hereto as Exhibit "A" is hereby approved and adopted.

Section 2: The Village Manager be and is hereby appointed as the Administrator of the Cafeteria Plan.

Section 3: The Village President be and is hereby authorized and directed to execute and the Village Clerk be and is hereby authorized and directed to attest and

deliver to the Administrator of the Cafeteria Plan one or more executed counterparts of the Cafeteria Plan.

Section 4: The Administrator of the Cafeteria Plan be and is hereby instructed to take such actions that are deemed necessary and proper in order to implement the Cafeteria Plan and to set up adequate accounting and administrative procedures to provide benefits under the Cafeteria Plan, to notify the employees of the Village of Brookfield of the adoption of the Cafeteria Plan by delivering to each employee a copy of the summary description of the Cafeteria Plan in the form of the Summary Plan Description and Plan Sponsor Certification, attached hereto as Exhibit "B," which form is hereby approved.

Section 5: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 12^h day of January 2015, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me 12th day of January 2015.

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

ATTESTED and filed in my office,
this 12th day of January 2015.

Catherine Colgrass-Edwards, Clerk of the
Village of Brookfield, Cook County, Illinois

Exhibit "A"

Village of Brookfield
Cafeteria Plan Document

**VILLAGE OF BROOKFIELD
CAFETERIA PLAN**

AND ALL SUPPORTING FORMS HAVE BEEN PRODUCED FOR

Village of Brookfield

VILLAGE OF BROOKFIELD
CAFETERIA PLAN

TABLE OF CONTENTS

ARTICLE I
DEFINITIONS

ARTICLE II
PARTICIPATION

2.1 ELIGIBILITY 2
2.2 EFFECTIVE DATE OF PARTICIPATION 2
2.3 APPLICATION TO PARTICIPATE..... 3
2.4 TERMINATION OF PARTICIPATION..... 3
2.5 CHANGE OF EMPLOYMENT STATUS 3
2.6 TERMINATION OF EMPLOYMENT 3
2.7 DEATH 3

ARTICLE III
CONTRIBUTIONS TO THE PLAN

3.1 EMPLOYER CONTRIBUTION 4
3.2 SALARY REDIRECTION..... 4
3.3 APPLICATION OF CONTRIBUTIONS 4
3.4 PERIODIC CONTRIBUTIONS..... 4

ARTICLE IV
BENEFITS

4.1 BENEFIT OPTIONS 4
4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT..... 4
4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT 5
4.4 HEALTH INSURANCE BENEFIT 5
4.5 DENTAL INSURANCE BENEFIT 5
4.6 NONDISCRIMINATION REQUIREMENTS 5

ARTICLE V
PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS 5
5.2 SUBSEQUENT ANNUAL ELECTIONS 6
5.3 FAILURE TO ELECT..... 6
5.4 CHANGE IN STATUS 6

ARTICLE VI
HEALTH FLEXIBLE SPENDING ACCOUNT

6.1 ESTABLISHMENT OF PLAN 8
6.2 DEFINITIONS..... 8
6.3 FORFEITURES 8
6.4 LIMITATION ON ALLOCATIONS 9
6.5 NONDISCRIMINATION REQUIREMENTS 9
6.6 COORDINATION WITH CAFETERIA PLAN 9
6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS 9
6.8 DEBIT AND CREDIT CARDS..... 10

**ARTICLE VII
DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT**

7.1	ESTABLISHMENT OF ACCOUNT	11
7.2	DEFINITIONS.....	11
7.3	DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS.....	11
7.4	INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS.....	11
7.5	DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS	12
7.6	ALLOWABLE DEPENDENT CARE REIMBURSEMENT.....	12
7.7	ANNUAL STATEMENT OF BENEFITS	12
7.8	FORFEITURES	12
7.9	LIMITATION ON PAYMENTS	12
7.10	NONDISCRIMINATION REQUIREMENTS	12
7.11	COORDINATION WITH CAFETERIA PLAN	12
7.12	DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS.....	12
7.13	DEBIT AND CREDIT CARDS.....	13

**ARTICLE VIII
BENEFITS AND RIGHTS**

8.1	CLAIM FOR BENEFITS	14
8.2	APPLICATION OF BENEFIT PLAN SURPLUS.....	15

**ARTICLE IX
ADMINISTRATION**

9.1	PLAN ADMINISTRATION	15
9.2	EXAMINATION OF RECORDS	15
9.3	PAYMENT OF EXPENSES	16
9.4	INSURANCE CONTROL CLAUSE.....	16
9.5	INDEMNIFICATION OF ADMINISTRATOR	16

**ARTICLE X
AMENDMENT OR TERMINATION OF PLAN**

10.1	AMENDMENT	16
10.2	TERMINATION.....	16

**ARTICLE XI
MISCELLANEOUS**

11.1	PLAN INTERPRETATION.....	16
11.2	GENDER AND NUMBER	16
11.3	WRITTEN DOCUMENT	16
11.4	EXCLUSIVE BENEFIT	16
11.5	PARTICIPANT'S RIGHTS	16
11.6	ACTION BY THE EMPLOYER	17
11.7	NO GUARANTEE OF TAX CONSEQUENCES	17
11.8	INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS.....	17
11.9	FUNDING	17
11.10	GOVERNING LAW.....	17
11.11	SEVERABILITY	17

11.12	CAPTIONS.....	17
11.13	CONTINUATION OF COVERAGE (COBRA).....	17
11.14	FAMILY AND MEDICAL LEAVE ACT (FMLA).....	17
11.15	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).....	17
11.16	UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA).....	18
11.17	COMPLIANCE WITH HIPAA PRIVACY STANDARDS.....	18
11.18	COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS.....	19
11.19	MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT.....	19
11.20	GENETIC INFORMATION NONDISCRIMINATION ACT (GINA).....	19
11.21	WOMEN'S HEALTH AND CANCER RIGHTS ACT.....	19
11.22	NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT.....	19

VILLAGE OF BROOKFIELD
CAFETERIA PLAN

INTRODUCTION

The Employer has amended this Plan effective January 1, 2015, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on January 1, 2008. The Plan shall be known as Village of Brookfield Cafeteria Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

ARTICLE I
DEFINITIONS

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit" or "Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under the self-funded plan for purposes of that plan or under Code Section 152 (as modified by Code Section 105(b)).

"Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his/her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

1.8 **"Effective Date"** means January 1, 2008.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

However, any Employee who is a "part-time" Employee shall not be eligible to participate in this Plan. A "part-time" Employee is any Employee who works, or is expected to work on a regular basis, less than 40 hours a week and is designated as a part-time Employee on the Employer's personnel records.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means Village of Brookfield and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"Employer Contribution"** means the contributions made by the Employer pursuant to Section 3.1 to enable a Participant to purchase Benefits. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V and as set forth in Section 3.1.

1.14 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.

1.15 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan or, with respect to any self-funded benefits, the Employer.

1.16 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.17 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.18 **"Plan"** means this instrument, including all amendments thereto.

1.19 **"Plan Year"** means the 12-month period beginning January 1 and ending December 31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.20 **"Premium Expenses" or "Premiums"** mean the Participant's cost for the self-funded Benefits described in Section 4.1.

1.21 **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured or self-funded Benefit is elected, sub-accounts shall be established for each type of insured or self-funded Benefit.

1.22 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.2. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.23 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.24 **"Spouse"** means "spouse" as defined in the self-funded plan for purposes of that plan or the "spouse," as defined under Federal law, of a Participant, unless legally separated by court decree.

ARTICLE II PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of the date he satisfies the eligibility conditions for the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 EFFECTIVE DATE OF PARTICIPATION

2.1. An Eligible Employee shall become a Participant effective as of the date on which he satisfies the requirements of Section

2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured or self-funded Benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.6;
- (b) **Change in employment status.** The end of the Plan Year during which the Participant became a limited Participant because of a change in employment status pursuant to Section 2.5;
- (c) **Death.** The Participant's death, subject to the provisions of Section 2.7; or
- (d) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

2.5 CHANGE OF EMPLOYMENT STATUS

If a Participant ceases to be eligible to participate because of a change in employment status or classification (other than through termination of employment), the Participant shall become a limited Participant in this Plan for the remainder of the Plan Year in which such change of employment status occurs. As a limited Participant, no further Salary Redirection may be made on behalf of the Participant, and, except as otherwise provided herein, all further Benefit elections shall cease, subject to the limited Participant's right to continue coverage under any Insurance Contracts. However, any balances in the limited Participant's Dependent Care Flexible Spending Account may be used during such Plan Year to reimburse the limited Participant for any allowable Employment-Related Dependent Care incurred during the Plan Year. Subject to the provisions of Section 2.6, if the limited Participant later becomes an Eligible Employee, then the limited Participant may again become a full Participant in this Plan, provided he otherwise satisfies the participation requirements set forth in this Article II as if he were a new Employee and made an election in accordance with Section 5.1.

2.6 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- (a) **Insurance Benefit.** With regard to Benefits provided under Section 4.1, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract or self-funded benefit for which premiums have already been paid.
- (b) **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred up to the date of termination and submitted within 90 days after termination, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.
- (c) **COBRA applicability.** With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan including the Health Flexible Spending Account shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section 11.13 of the Plan.

2.7 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Flexible Spending Account.

**ARTICLE III
CONTRIBUTIONS TO THE PLAN**

3.1 EMPLOYER CONTRIBUTION

The Employer shall make available to each Participant an Employer Contribution to be used for any Benefit under the Plan in an amount to be determined by the Employer prior to the beginning of each Plan Year. Each Participant's Employer Contribution shall be converted to Cafeteria Plan Benefit Dollars and be available to purchase Benefits hereunder. The Employer's Contribution shall be made on a pro rata basis for each pay period of the Participant. If a Participant fails to make any election of Benefit Option, there shall be no Employer Contribution (i.e., the Employer Contribution shall not be available in cash).

3.2 SALARY REDIRECTION

If a Participant's Employer Contribution is not sufficient to cover the cost of Benefits or Premium Expenses he elects pursuant to Section 4.1, his Compensation will be reduced in an amount equal to the difference between the cost of Benefits he elected and the amount of Employer Contribution available to him. Such reduction shall be his Salary Redirection, which the Employer will use on his behalf, together with his Employer Contribution, to pay for the Benefits he elected. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.3 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Employer Contribution and Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

3.4 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

**ARTICLE IV
BENEFITS**

4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account

In addition, each Participant shall have a sufficient portion of his Employer Contributions and Salary Redirections applied to the following Benefits unless the Participant elects not to receive such Benefits:

- (3) Health Insurance Benefit
- (4) Dental Insurance Benefit

4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

4.4 HEALTH INSURANCE BENEFIT

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Individual Insurance Policy.** In the event that any Participant shall have existing health insurance protection or desires to obtain alternative health insurance protection, the Administrator, in its sole discretion, may, upon submission of satisfactory proof of payment by the Participant, reimburse the Participant for the cost of the alternative insurance protection. This alternative protection may not include the cost of coverage obtained through a Participant's Spouse's employment.

(c) **Employer selects contracts.** The Employer may select suitable health Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(d) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Contract shall be determined therefrom, and such Contract shall be incorporated herein by reference.

4.5 DENTAL INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

4.6 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefits for the Plan Year shall have his non-taxable Benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among self-funded Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

ARTICLE V PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured or self-funded benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which spending account Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

(a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;

(b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;

(c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 FAILURE TO ELECT

With regard to Benefits available under the Plan for which no Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits.

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under the rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

(1) **Legal Marital Status:** events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;

(2) **Number of Dependents:** Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;

(3) **Employment Status:** Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;

(4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and

(5) Residency: A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and IRS Notice 2010-38, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (CHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's

employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Change in dependent care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(k) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

6.1 ESTABLISHMENT OF PLAN

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Flexible Spending Account"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

- (1) one of the 5 highest paid officers;
- (2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or
- (3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(c) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

6.4 LIMITATION ON ALLOCATIONS

(a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$2500.00.

(b) **Cost of Living Adjustment.** In no event shall the amount of salary redirections on the Health Flexible Spending Account exceed \$2,500 as adjusted by law. Such amount shall be adjusted for increases in the cost-of-living in accordance with Code Section 125(i)(2). The cost-of-living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. For any short Plan Year, the limit shall be an amount equal to the limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).

(c) **Participation in Other Plans.** All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the \$2,500 limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to \$2,500 (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to \$2,500 (as adjusted) under each Employer's Health Flexible Spending Account.

(d) **Carryover.** A Participant in the Health Flexible Spending Account may roll over up to \$500.00 of unused amounts in the Health Flexible Spending Account remaining at the end of one Plan Year to the immediately following Plan Year. These amounts can be used during the following Plan Year for expenses incurred in that Plan Year. Amounts carried over do not affect the maximum amount of salary redirection contributions for the Plan Year to which they are carried over. Unused amounts are those remaining after expenses have been reimbursed during the runout period. These amounts may not be cashed out or converted to any other taxable or nontaxable benefit. Amounts in excess of \$500.00 will be forfeited. The Plan is allowed, but not required, to treat claims as being paid first from the current year amounts, then from the carryover amounts.

6.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible Spending Account by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year shall be reimbursed during the Plan Year subject to Section 2.6, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 90 days after termination of employment.

6.8 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

(a) **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.

(c) **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section 6.4.

(d) **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator following IRS guidelines.

(e) **Card use.** The cards shall only be used for Medical Expense purchases at these providers, including, but not limited to, the following:

- (1) Co-payments for doctor and other medical care;
- (2) Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications as allowed under IRS regulations;
- (3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.

(f) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

**ARTICLE VII
DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT**

7.1 ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) **"Employment-Related Dependent Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

(1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(d) **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

7.8 FORFEITURES

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

7.9 LIMITATION ON PAYMENTS

(a) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under

this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement:
 - (1) that the day care center complies with all applicable laws and regulations of the state of residence,
 - (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
 - (3) of the amount of fee paid to the provider.
- (h) If the Participant is married, a statement containing the following:
 - (1) the Spouse's salary or wages if he or she is employed, or
 - (2) if the Participant's Spouse is not employed, that
 - (i) he or she is incapacitated, or
 - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.

(l) **Claims for reimbursement.** If a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 90 days after termination of employment.

7.13 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Employment-Related Dependent Care Expenses, subject to the following terms:

- (a) **Card only for dependent care expenses.** Each Participant issued a card shall certify that such card shall only be used for Employment-Related Dependent Care Expenses. The Participant shall also certify that any Employment-Related Dependent Care Expense paid with the card has not already been reimbursed by any other plan covering dependent care benefits and that the Participant will not seek reimbursement from any other plan covering dependent care benefits.
- (b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Dependent Care Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Dependent Care Flexible Spending Account.
- (c) **Only available for use with certain service providers.** The cards shall only be accepted by such service providers as have been approved by the Administrator. The cards shall only be used for Employment-Related Dependent Care Expenses from these providers.
- (d) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.
- (e) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as an Employment-Related Dependent Care Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE VIII BENEFITS AND RIGHTS

8.1 CLAIM FOR BENEFITS

(a) **Insurance claims.** Any claim for Benefits underwritten by the self-funded plan shall be made to the Employer. If the Employer denies any claim, the Participant or beneficiary shall follow the Employer's claims review procedure.

(b) **Dependent Care Flexible Spending Account or Health Flexible Spending Account claims.** Any claim for Dependent Care Flexible Spending Account or Health Flexible Spending Account Benefits shall be made to the Administrator. For the Health Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 90 days after termination of employment. For the Dependent Care Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 90 days after termination of employment. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

- (1) specific references to the pertinent Plan provisions on which the denial is based;
- (2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and
- (3) an explanation of the Plan's claim procedure.

(c) **Appeal.** Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:

- (1) request a review upon written notice to the Administrator;
- (2) review pertinent documents; and
- (3) submit issues and comments in writing.

(d) **Review of appeal.** A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

(e) **Forfeitures.** Any balance remaining in the Participant's Health Flexible Spending Account or Dependent Care Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

ARTICLE IX ADMINISTRATION

9.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- (h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

9.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

9.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE X AMENDMENT OR TERMINATION OF PLAN

10.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

10.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Contract shall be paid in accordance with the terms of the Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

ARTICLE XI MISCELLANEOUS

11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.11.

11.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to

give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

11.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.7 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

11.8 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

11.9 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11.10 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Illinois.

11.11 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

11.12 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

11.13 CONTINUATION OF COVERAGE (COBRA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

11.14 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

11.15 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

11.16 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

11.17 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

(5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

(6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

(7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

(8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

(9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

11.18 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

(a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.17.

11.19 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

11.20 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

11.21 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

11.22 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan document is hereby executed this _____ day of _____.

Village of Brookfield

By _____
EMPLOYER

Exhibit "B"

Village of Brookfield
Summary Plan Description and Plan Sponsor Certification

**VILLAGE OF BROOKFIELD
CAFETERIA PLAN
SUMMARY PLAN DESCRIPTION**

TABLE OF CONTENTS

**I
ELIGIBILITY**

1. When can I become a participant in the Plan?..... 1
2. What are the eligibility requirements for our Plan? 1
3. When is my entry date?..... 1
4. Are there any employees who are not eligible? 1
5. What must I do to enroll in the Plan?..... 1

**II
OPERATION**

1. How does this Plan operate?..... 2

**III
CONTRIBUTIONS**

1. How much of my pay may the Employer redirect?..... 2
2. How much will the Employer contribute each year?..... 2
3. What happens to contributions made to the Plan? 2
4. When must I decide which accounts I want to use? 2
5. When is the election period for our Plan? 2
6. May I change my elections during the Plan Year?..... 2
7. May I make new elections in future Plan Years? 3

**IV
BENEFITS**

1. What benefits are offered under the Plan? 3
2. Health Flexible Spending Account..... 3
3. Dependent Care Flexible Spending Account..... 4
4. Premium Expense Account 4

**V
BENEFIT PAYMENTS**

1. When will I receive payments from my accounts? 5
2. What happens if I don't spend all Plan contributions during the Plan Year? 5
3. Family and Medical Leave Act (FMLA) 5
4. Uniformed Services Employment and Reemployment Rights Act (USERRA)..... 5
5. What happens if I terminate employment? 5
6. Will my Social Security benefits be affected? 5

**VI
HIGHLY COMPENSATED AND KEY EMPLOYEES**

1. Do limitations apply to highly compensated employees?..... 6

**VII
PLAN ACCOUNTING**

1. Periodic Statements 6

**VIII
GENERAL INFORMATION ABOUT OUR PLAN**

1.	General Plan Information.....	6
2.	Employer Information	6
3.	Plan Administrator Information	6
4.	Service of Legal Process.....	7
5.	Type of Administration.....	7

**IX
ADDITIONAL PLAN INFORMATION**

1.	Claims Process	7
----	----------------------	---

**X
CONTINUATION COVERAGE RIGHTS UNDER COBRA**

1.	What is COBRA continuation coverage?	7
2.	Who can become a Qualified Beneficiary?	8
3.	What is a Qualifying Event?.....	8
4.	What factors should be considered when determining to elect COBRA continuation coverage?	8
5.	What is the procedure for obtaining COBRA continuation coverage?.....	9
6.	What is the election period and how long must it last?	9
7.	Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event?	9
8.	Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights?	10
9.	Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?	10
10.	When may a Qualified Beneficiary's COBRA continuation coverage be terminated?	10
11.	What are the maximum coverage periods for COBRA continuation coverage?	11
12.	Under what circumstances can the maximum coverage period be expanded?.....	11
13.	How does a Qualified Beneficiary become entitled to a disability extension?	11
14.	Does the Plan require payment for COBRA continuation coverage?	11
15.	Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?	11
16.	What is Timely Payment for COBRA continuation coverage?.....	12
17.	Must a Qualified Beneficiary be given the right to enroll in a conversion health plan at the end of the maximum coverage period for COBRA continuation coverage?	12
18.	How is my participation in the Health Flexible Spending Account affected?	12

**XI
SUMMARY**

**VILLAGE OF BROOKFIELD
CAFETERIA PLAN**

INTRODUCTION

We have amended the "Flexible Benefits Plan" that we previously established for you and other eligible employees. Under this Plan, you will be able to choose among certain benefits that we make available. The benefits that you may choose are outlined in this Summary Plan Description. We will also tell you about other important information concerning the amended Plan, such as the rules you must satisfy before you can join and the laws that protect your rights.

One of the most important features of our Plan is that the benefits being offered are generally ones that you are already paying for, but normally with money that has first been subject to income and Social Security taxes. Under our Plan, these same expenses will be paid for with a portion of your pay before Federal income or Social Security taxes are withheld. This means that you will pay less tax and have more money to spend and save.

Read this Summary Plan Description carefully so that you understand the provisions of our amended Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About the Plan."

**I
ELIGIBILITY**

1. When can I become a participant in the Plan?

Before you become a Plan member (referred to in this Summary Plan Description as a "Participant"), there are certain rules which you must satisfy. First, you must meet the eligibility requirements and be an active employee. After that, the next step is to actually join the Plan on the "entry date" that we have established for all employees. The "entry date" is defined in Question 3 below. You will also be required to complete certain application forms before you can enroll in the Health Flexible Spending Account or Dependent Care Flexible Spending Account.

2. What are the eligibility requirements for our Plan?

You will be eligible to join the Plan once you have satisfied the conditions for coverage under our group medical plan. Of course, if you were already a participant before this amendment, you will remain a participant.

3. When is my entry date?

You can join the Plan on the day you meet the eligibility requirements.

4. Are there any employees who are not eligible?

Yes, there are certain employees who are not eligible to join the Plan. They are:

-- Employees who are part-time. A part-time employee is someone who works, or is expected to work, less than 40 hours a week.

5. What must I do to enroll in the Plan?

Before you can join the Plan, you must complete an application to participate in the Plan. The application includes your personal choices for each of the benefits which are being offered under the Plan. You must also authorize us to set some of your earnings aside in order to pay for a portion of the benefits you have elected.

However, if you are already covered under any of the insured benefits, you will automatically participate in this Plan to the extent of your premiums unless you elect not to participate in this Plan.

II OPERATION

1. How does this Plan operate?

Before the start of each Plan Year, you will be able to elect to have some of your upcoming pay contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your pay that is paid to the Plan is not subject to Federal income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses which you normally pay for with out-of-pocket, taxable dollars. Also, we will make additional Employer contributions to the Plan that you may use to increase the amounts used to pay benefits. However, if you receive a reimbursement for an expense under the Plan, you cannot claim a Federal income tax credit or deduction on your return. (See the Article entitled "General Information About Our Plan" for the definition of "Plan Year.")

III CONTRIBUTIONS

1. How much of my pay may the Employer redirect?

Each year, we will automatically contribute on your behalf enough of your compensation to pay for the coverage provided unless you elect not to receive any or all of such coverage. You may also elect to have us contribute on your behalf enough of your compensation to pay for any other benefits that you elect under the Plan. These amounts will be deducted from your pay over the course of the year.

2. How much will the Employer contribute each year?

We may contribute a discretionary amount which we will determine prior to the beginning of each Plan Year. This contribution can be used for any benefit in the Plan and will be made on a pro rata basis during the year. If you elect not to participate, the Employer will not contribute to the Plan on your behalf.

3. What happens to contributions made to the Plan?

Before each Plan Year begins, you will select the benefits you want and how much of the contributions should go toward each benefit. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, they will be used to pay for the expenses as they arise during the Plan Year.

4. When must I decide which accounts I want to use?

You are required by Federal law to decide before the Plan Year begins, during the election period (defined below). You must decide two things. First, which benefits you want and, second, how much should go toward each benefit.

If you are already covered by any of the insured benefits offered by this Plan, you will automatically become a Participant to the extent of the premiums for such insurance unless you elect, during the election period (defined below), not to participate in the Plan.

5. When is the election period for our Plan?

You will make your initial election on or before your entry date. (You should review Section I on Eligibility to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

6. May I change my elections during the Plan Year?

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

In addition, if you are participating in the Dependent Care Flexible Spending Account, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

These rules on change due to cost or coverage do not apply to the Health Flexible Spending Account, and you may not change your election to the Health Flexible Spending Account if you make a change due to cost or coverage for insurance.

You may not change your election under the Dependent Care Flexible Spending Account if the cost change is imposed by a dependent care provider who is your relative.

7. May I make new elections in future Plan Years?

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, we will assume you want your elections for insured or self-funded benefits only to remain the same and you will not be considered a Participant for the non-insured benefit options under the Plan for the upcoming Plan Year.

IV BENEFITS

1. What benefits are offered under the Plan?

Under our Plan, you can pay for the following benefits or expenses during the year:

2. Health Flexible Spending Account

The Health Flexible Spending Account enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code which are not covered by our medical plan or privately held insurance policies and save taxes at the same time. The Health Flexible Spending Account allows you to be reimbursed by the Employer for expenses incurred by you and your dependents.

Drug costs, including insulin, may be reimbursed.

You may be reimbursed for "over the counter" drugs only if those drugs are prescribed for you. You may not, however, be reimbursed for the cost of other health care coverage maintained outside of the Plan, or for long-term care expenses. A list of covered expenses is available from the Administrator.

The most that you can contribute to your Health Flexible Spending Account each Plan Year is \$2500.00. In addition, you will be eligible to carryover amounts left in your Health Flexible Spending Account, up to \$500.00. This means that amounts you do not use during a Plan Year can be carried over to the next Plan Year and used for expenses incurred in the next Plan Year.

In order to be reimbursed for a health care expense, you must submit to the Administrator an itemized bill from the service provider. We will also provide you with a debit or credit card to use to pay for medical expenses. The Administrator will provide you with further details. Amounts reimbursed from the Plan may not be claimed as a deduction on your personal income tax return. Reimbursement from the fund shall be paid at least once a month. Expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care.

You may be reimbursed for expenses for any child until the end of the calendar year in which the child reaches age 26. A child is a natural child, stepchild, foster child, adopted child, or a child placed with you for adoption. If a child gains or regains eligibility due to these new rules, that qualifies as a change in status to change coverage.

Newborns' and Mothers' Health Protection Act: Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's

attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Women's Health and Cancer Rights Act: This plan, as required by the Women's Health and Cancer Rights Act of 1998, will reimburse up to plan limits for benefits for mastectomy-related services including reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema). Contact your Plan Administrator for more information.

3. Dependent Care Flexible Spending Account

The Dependent Care Flexible Spending Account enables you to pay for out-of-pocket, work-related dependent day-care cost with pre-tax dollars. If you are married, you can use the account if you and your spouse both work or, in some situations, if your spouse goes to school full-time. Single employees can also use the account.

An eligible dependent is someone for whom you can claim expenses on Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." Children must be under age 13. Other dependents must be physically or mentally unable to care for themselves. Dependent Care arrangements which qualify include:

- (a) A Dependent (Day) Care Center, provided that if care is provided by the facility for more than six individuals, the facility complies with applicable state and local laws;
- (b) An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and
- (c) An "Individual" who provides care inside or outside your home: The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

You should make sure that the dependent care expenses you are currently paying for qualify under our Plan. We will also provide you with a debit or credit card to use to pay for dependent care expenses. The Administrator will provide you with further details.

The law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account. Generally, your reimbursements may not exceed the lesser of: (a) \$5,000 (if you are married filing a joint return or you are head of a household) or \$2,500 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed earned income (a spouse who is a full time student or incapable of caring for himself/herself has a monthly earned income of \$250 for one dependent or \$500 for two or more dependents).

Also, in order to have the reimbursements made to you from this account be excludable from your income, you must provide a statement from the service provider including the name, address, and in most cases, the taxpayer identification number of the service provider on your tax form for the year, as well as the amount of such expense as proof that the expense has been incurred. In addition, Federal tax laws permit a tax credit for certain dependent care expenses you may be paying for even if you are not a Participant in this Plan. You may save more money if you take advantage of this tax credit rather than using the Dependent Care Flexible Spending Account under our Plan. Ask your tax adviser which is better for you.

4. Premium Expense Account

A Premium Expense Account allows you to use tax-free dollars to pay for certain premium expenses under various insurance programs that we offer you. These premium expenses include:

- Health care premiums under our self-funded medical plan.
- Health care premiums under privately held insurance policies. Coverage purchased on state or federal insurance exchanges does not qualify.
- Dental insurance premiums.

Under our Plan, we will establish sub-accounts for you for each different type of coverage that is available. Also, certain limits on the amount of coverage may apply.

The Administrator may terminate or modify Plan benefits at any time, subject to the provisions of any contracts providing benefits described above. Also, your coverage will end when you leave employment, are no longer eligible under the terms of any coverage, or when coverage terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

"Privately held insurance policies" do not include coverage obtained through a spouse's employment. Cost of these policies will only be reimbursed on adequate proof of coverage.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

V
BENEFIT PAYMENTS

1. When will I receive payments from my accounts?

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, these reimbursements which are made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes. The provisions of the insurance contracts will control what benefits will be paid and when. You will only be reimbursed from the Dependent Care Flexible Spending Account to the extent that there are sufficient funds in the Account to cover your request.

2. What happens if I don't spend all Plan contributions during the Plan Year?

Any monies left at the end of the Plan Year will be forfeited. Obviously, qualifying expenses that you incur late in the Plan Year for which you seek reimbursement after the end of such Plan Year will be paid first before any amount is forfeited. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

3. Family and Medical Leave Act (FMLA)

If you take leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance and the Health Flexible Spending Account. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return. For the Health Flexible Spending Account, you may continue your coverage or you may revoke your coverage and resume it when you return. You can resume your coverage at its original level and make payments for the time that you are on leave. For example, if you elect \$1,200 for the year and are out on leave for 3 months, then return and elect to resume your coverage at that level, your remaining payments will be increased to cover the difference - from \$100 per month to \$150 per month. Alternatively your maximum amount will be reduced proportionately for the time that you were gone. For example, if you elect \$1,200 for the year and are out on leave for 3 months, your amount will be reduced to \$900. The expenses you incur during the time you are not in the Health Flexible Spending Account are not reimbursable.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

4. Uniformed Services Employment and Reemployment Rights Act (USERRA)

If you are going into or returning from military service, you may have special rights to health care coverage under your Health Flexible Spending Account under the Uniformed Services Employment and Reemployment Rights Act of 1994. These rights can include extended health care coverage. If you may be affected by this law, ask your Administrator for further details.

5. What happens if I terminate employment?

If you terminate employment during the Plan Year, your right to benefits will be determined in the following manner:

(a) You will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment.

(b) You will still be able to request reimbursement for qualifying dependent care expenses incurred prior to your date of termination from the balance remaining in your dependent care account at the time of termination of employment. However, no further salary redirection and Employer contributions will be made on your behalf after you terminate. You must submit claims within 90 days after termination.

(c) For health benefit coverage and Health Flexible Spending Account coverage on termination of employment, please see the Article entitled "Continuation Coverage Rights Under COBRA." Upon your termination of employment, your participation in the Health Flexible Spending Account will cease, and no further salary redirection and Employer contributions will be contributed on your behalf. However, you will be able to submit claims for health care expenses that were incurred before the end of the period for which payments to the Health Flexible Spending Account have already been made. Your further participation will be governed by "Continuation Coverage Rights Under COBRA."

6. Will my Social Security benefits be affected?

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

**VI
HIGHLY COMPENSATED AND KEY EMPLOYEES**

1. Do limitations apply to highly compensated employees?

Under the Internal Revenue Code, highly compensated employees and key employees generally are Participants who are officers, shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee or a key employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees or key employees will apply. You will be notified of these limitations if you are affected.

**VII
PLAN ACCOUNTING**

1. Periodic Statements

The Administrator will provide you with a statement of your account periodically during the Plan Year that shows your account balance. It is important to read these statements carefully so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

**VIII
GENERAL INFORMATION ABOUT OUR PLAN**

This Section contains certain general information which you may need to know about the Plan.

1. General Plan Information

Village of Brookfield Cafeteria Plan is the name of the Plan.

Your Employer has assigned Plan Number 501 to your Plan.

The provisions of your amended Plan become effective on January 1, 2015. Your Plan was originally effective on January 1, 2008.

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1 and ends on December 31.

2. Employer Information

Your Employer's name, address, and identification number are:

Village of Brookfield
8820 Brookfield Ave
Brookfield, Illinois 60513
36-6005807

3. Plan Administrator Information

The name, address and business telephone number of your Plan's Administrator are:

Village of Brookfield
8820 Brookfield Ave
Brookfield, Illinois 60513
708-485-1360

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

4. Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

Village of Brookfield
8820 Brookfield Ave
Brookfield, Illinois 60513

5. Type of Administration

The type of Administration is Employer Administration.

6. Claims Submission

Claims for expenses should be submitted to:

Discovery Benefits, Inc.
PO Box 2926
Fargo, ND 58108-2926

IX ADDITIONAL PLAN INFORMATION

1. Claims Process

You should submit all reimbursement claims during the Plan Year. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. However, if you terminate employment during the Plan Year, you must submit your Health Flexible Spending Account claims within 90 days after your termination of employment. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. However, if you terminate employment during the Plan Year, you must submit your Dependent Care Flexible Spending Account claims within 90 days after your termination of employment. Any claims submitted after that time will not be considered.

Claims that are insured or self-funded will be handled in accordance with procedures contained in the insurance policies or contracts. All other general requests should be directed to the Administrator of our Plan. If a dependent care or medical expense claim under the Plan is denied in whole or in part, you or your beneficiary will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. Within 60 days after denial, you or your beneficiary may submit a written request for reconsideration of the denial to the Administrator.

Any such request should be accompanied by documents or records in support of your appeal. You or your beneficiary may review pertinent documents and submit issues and comments in writing. The Administrator will review the claim and provide, within 60 days, a written response to the appeal. (This period may be extended an additional 60 days under certain circumstances.) In this response, the Administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. The Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Administrator are conclusive and binding.

X CONTINUATION COVERAGE RIGHTS UNDER COBRA

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under health benefits under this Plan will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") where coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Plan Participants who become Qualified Beneficiaries under COBRA. While the Plan itself is not a group health plan, it does provide health benefits. Whenever "Plan" is used in this section, it means any of the health benefits under this Plan including the Health Flexible Spending Account.

1. What is COBRA continuation coverage?

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Plan (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

2. Who can become a Qualified Beneficiary?

In general, a Qualified Beneficiary can be:

(a) Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

(b) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Plan as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

3. What is a Qualifying Event?

A Qualifying Event is any of the following if the Plan provided that the Plan participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

(a) The death of a covered Employee.

(b) The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.

(c) The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.

(d) A covered Employee's enrollment in any part of the Medicare program.

(e) A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Plan).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event, the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993 ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

4. What factors should be considered when determining to elect COBRA continuation coverage?

You should take into account that a failure to continue your group health coverage will affect your rights under federal law. First, you can lose the right to avoid having pre-existing condition exclusions applied by other group health plans if there is more than a 63-day gap in health coverage and election of COBRA continuation coverage may help you avoid such a gap. (These pre-existing

condition exclusions will only apply during Plan Years that begin before January 1, 2014.) Second, if you do not elect COBRA continuation coverage and pay the appropriate premiums for the maximum time available to you, you will lose the right to convert to an individual health insurance policy, which does not impose such pre-existing condition exclusions. Finally, you should take into account that you have special enrollment rights under federal law (HIPAA). You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your Spouse's employer) within 30 days after Plan coverage ends due to a Qualifying Event listed above. You will also have the same special right at the end of COBRA continuation coverage if you get COBRA continuation coverage for the maximum time available to you.

5. What is the procedure for obtaining COBRA continuation coverage?

The Plan has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

6. What is the election period and how long must it last?

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Plan. The election period must begin no later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and ends 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage. If coverage is not elected within the 60 day period, all rights to elect COBRA continuation coverage are forfeited.

Note: If a covered Employee who has been terminated or experienced a reduction of hours qualifies for a trade readjustment allowance or alternative trade adjustment assistance under a federal law called the Trade Act of 2002, and the employee and his or her covered dependents have not elected COBRA coverage within the normal election period, a second opportunity to elect COBRA coverage will be made available for themselves and certain family members, but only within a limited period of 60 days or less and only during the six months immediately after their group health plan coverage ended. Any person who qualifies or thinks that he or she and/or his or her family members may qualify for assistance under this special provision should contact the Plan Administrator or its designee for further information.

The Trade Act of 2002 also created a tax credit for certain TAA-eligible individuals and for certain retired employees who are receiving pension payments from the Pension Benefit Guaranty Corporation (PBGC) (eligible individuals). Under the new tax provisions, eligible individuals can either take a tax credit or get advance payment of a part of the premiums paid for qualified health insurance, including continuation coverage. If you have questions about these new tax provisions, you may call the Health Coverage Tax Credit Consumer Contact Center toll-free at 1-866-628-4282. TTD/TTY callers may call toll-free at 1-866-626-4282. More information about the Trade Act is also available at www.doleta.gov/tradeact.

7. Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event?

The Plan will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer (if the Employer is not the Plan Administrator) will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

- (a) the end of employment or reduction of hours of employment,
- (b) death of the employee,
- (c) commencement of a proceeding in bankruptcy with respect to the Employer, or
- (d) entitlement of the employee to any part of Medicare.

IMPORTANT:

For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.

NOTICE PROCEDURES:

Any notice that you provide must be *in writing*. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

Village of Brookfield
8820 Brookfield Ave
Brookfield, Illinois 60513

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the name of the plan or plans under which you lost or are losing coverage,
- the name and address of the employee covered under the plan,
- the name(s) and address(es) of the Qualified Beneficiary(ies), and
- the Qualifying Event and the date it happened.

If the Qualifying Event is a divorce or legal separation, your notice must include a copy of the divorce decree or the legal separation agreement.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives *timely notice* that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that plan coverage would otherwise have been lost. If you or your spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

8. Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights?

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

9. Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage (but only after any applicable preexisting condition exclusions of that other plan have been exhausted or satisfied).

10. When may a Qualified Beneficiary's COBRA continuation coverage be terminated?

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

- (a) The last day of the applicable maximum coverage period.
- (b) The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.
- (c) The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
- (d) The date, after the date of the election, that the Qualified Beneficiary first becomes covered under any other Plan that does not contain any exclusion or limitation with respect to any pre-existing condition, other than such an exclusion or limitation that does not apply to, or is satisfied by, the Qualified Beneficiary.
- (e) The date, after the date of the election, that the Qualified Beneficiary first becomes entitled to Medicare (either part A or part B, whichever occurs earlier).
- (f) In the case of a Qualified Beneficiary entitled to a disability extension, the later of:

(1) (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose

disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or

(2) the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

11. What are the maximum coverage periods for COBRA continuation coverage?

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

(a) In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.

(b) In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries ends on the later of:

(1) 36 months after the date the covered Employee becomes enrolled in the Medicare program. This extension does not apply to the covered Employee; or

(2) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.

(c) In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.

(d) In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

12. Under what circumstances can the maximum coverage period be expanded?

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-month maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event. The Plan Administrator must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

13. How does a Qualified Beneficiary become entitled to a disability extension?

A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

14. Does the Plan require payment for COBRA continuation coverage?

For any period of COBRA continuation coverage under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of the cost. The Plan will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

15. Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?

Yes. The Plan is also permitted to allow for payment at other intervals.

16. What is Timely Payment for COBRA continuation coverage?

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Plan does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to the Plan.

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

17. Must a Qualified Beneficiary be given the right to enroll in a conversion health plan at the end of the maximum coverage period for COBRA continuation coverage?

If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Plan will, during the 180-day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Plan. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

18. How is my participation in the Health Flexible Spending Account affected?

You can elect to continue your participation in the Health Flexible Spending Account for the remainder of the Plan Year, subject to the following conditions. You may only continue to participate in the Health Flexible Spending Account if you have elected to contribute more money than you have taken out in claims. For example, if you elected to contribute an annual amount of \$500 and, at the time you terminate employment, you have contributed \$300 but only claimed \$150, you may elect to continue coverage under the Health Flexible Spending Account. If you elect to continue coverage, then you would be able to continue to receive your health reimbursements up to the \$500. However, you must continue to pay for the coverage, just as the money has been taken out of your paycheck, but on an after-tax basis. The Plan can also charge you an extra amount (as explained above for other health benefits) to provide this benefit.

IF YOU HAVE QUESTIONS

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at www.dol.gov/ebsa.

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

**XI
SUMMARY**

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our flexible benefits plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.

CAFETERIA PLAN

PLAN SPONSOR CERTIFICATION

The Village of Brookfield ("Employer") sponsors a Health Flexible Spending Account (the "Plan") as part of the Village of Brookfield Cafeteria Plan. Certain members of Employer's workforce perform service in connection with administration of the Plan. Employer acknowledges and agrees that the Standards for Privacy of Individually Identified Health Information (45 CFR Part 164, the "Privacy Standards"), prohibit the Plan or its business associates from disclosing Protected Health Information (as defined in Section 164.501 of the Privacy Standards) to members of the Employer's workforce unless the Employer agrees to the conditions and restrictions set out below. To induce the Plan to disclose Protected Health Information to members of Employer's workforce as necessary for them to perform administrative functions for the Plan, the Employer hereby accepts these conditions and restrictions and certifies that the Plan documents have been amended to reflect these conditions and restrictions. The Employer agrees to:

- (a) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
- (b) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
- (c) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
- (d) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by the Plan or required by law;
- (e) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
- (f) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
- (g) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
- (h) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
- (i) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such Information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- (j) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and Section COMPLIANCE WITH HIPAA PRIVACY STANDARDS of the Village of Brookfield Cafeteria Plan.

Adopted this _____ day of _____, 20 _____

Plan Sponsor

RESOLUTION NO. R - 2015 - 979

**RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A
PROFESSIONAL ENGINEERING SERVICES AGREEMENT BY AND BETWEEN
EDWIN HANCOCK ENGINEERING COMPANY AND THE VILLAGE OF
BROOKFIELD, ILLINOIS, FOR THE
PRAIRIE AVENUE WATER MAIN IMPROVEMENTS PROJECT**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS 12TH DAY OF JANUARY 2015

RESOLUTION NO. R - 2015 - 979

RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT BY AND BETWEEN EDWIN HANCOCK ENGINEERING COMPANY AND THE VILLAGE OF BROOKFIELD, ILLINOIS, FOR THE PRAIRIE AVENUE WATER MAIN IMPROVEMENTS PROJECT

WHEREAS, the corporate authorities of the Village of Brookfield (the "Village") have authority, pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1), when it is in the best interests of the Village, to waive competitive bidding for public improvement projects if authorized by a vote of two-thirds of the trustees then holding office;

WHEREAS, in the opinion of two-thirds of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids and waive the procedure prescribed for open market purchases for professional engineering services for the Prairie Avenue Water Main Improvements Project (the "Project");

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, the Village has a satisfactory relationship with Edwin Hancock Engineering Company, has received a proposal from Edwin Hancock Engineering Company to provide professional engineering services for the Project and has negotiated a satisfactory agreement for the furnishing of professional engineering services for the Project in an amount not to exceed Fifty-Two Thousand Seven Hundred and No/100 Dollars (\$52,700.00) plus reimbursement for services sublet as provided in the agreement;

WHEREAS, the corporate authorities of the Village deem it desirable, necessary and in the best interest of the Village to enter into a Professional Engineering Services

Agreement by and between the Village and Edwin Hancock Engineering Company to supply professional engineering services for the Prairie Avenue Water Main Improvements Project;

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: It is hereby determined that it is advisable, necessary and in the public interest that the Village enter into a Professional Engineering Services Agreement by and between the Village and Edwin Hancock Engineering Company to supply professional engineering services for the Prairie Avenue Water Main Improvements Project to the Village, a copy of which Professional Engineering Services Agreement is attached hereto marked as Exhibit "A."

Section 3: The Village President shall be and is hereby authorized and directed to execute and the Village Clerk to attest, on behalf of the Village, the Professional Engineering Services Agreement by and between the Village and Edwin Hancock Engineering Company to supply professional engineering services for the Prairie Avenue Water Main Improvements Project to the Village.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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

ADOPTED this 12th day of January 2015 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 12th day of January 2015.

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

ATTESTED and filed in my office,
this 12th day of January 2015.

Catherine Colgrass-Edwards, Clerk of the
Village of Brookfield, Cook County, Illinois

Exhibit "A"

**Professional Engineering Services Agreement by and between
Edwin Hancock Engineering Company and the Village of Brookfield**

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

January, 2015

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

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

The general scope of the improvements will include the installation of approximately 1,100 feet of 8" ductile iron water main, new water services to adjacent properties, fire hydrants, new sidewalk on the west side of Prairie Avenue, and other related restoration.

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

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

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

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

1. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:
 - a. Preparing preliminary design criteria.
 - b. Preparing preliminary plans.
 - c. Making engineering field topographic surveys as are necessary for the preparation of detailed plans.
 - d. Preparing and submitting necessary applications and plans to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed site improvements.
 - e. Preparing detailed plans, specifications, bid proposals, and estimates of construction costs and furnishing the VILLAGE with sufficient sets of these documents to be used for obtaining bids from contractors.
 - f. Endorsing all plans and other documents furnished by the ENGINEER pursuant to this Agreement by showing his signature and professional seal where Law requires such.
 - g. Assisting the VILLAGE in the tabulation and interpretation of contractors' bid proposals.
2. To perform, or be responsible for the performance of, the following Construction Engineering services for the proposed improvement:
 - a. Consulting on interpretations of plans and specifications and any changes under consideration as construction proceeds, including attending such meetings as may be required to inform the VILLAGE on the progress of the work.
 - b. Checking of shop and equipment drawings.
 - c. Providing line-and-grade staking.
 - d. Providing resident observation of the construction work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents.

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

B. THE VILLAGE AGREES;

1. That for the performance by the ENGINEER of the services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
- a. To pay the ENGINEER as compensation for all engineering services performed as stipulated in above Sections A.1. and A.2. a sum of money not to exceed Fifty Two Thousand Seven Hundred Dollars (\$52,700.00), unless there is a substantial change in the scope, complexity, or character of the site improvements to be constructed or there is a substantial overrun in the time necessary for the ENGINEER to complete his work due to causes beyond his control. Should such circumstances occur, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of the Agreement.

- b. To pay for the subletted services as stipulated in Section A.3 at the actual cost to the ENGINEER. "Cost to ENGINEER" shall be validated by the ENGINEER furnishing the VILLAGE copies of invoices from the party doing the work. The cost for the subletted services in Section A.3 shall not be included as part of the upper limit of the ENGINEER's services as defined above.
- c. For any related work requested of the ENGINEER that is outside the scope of this Agreement, and for the purpose of determining progress payments prior to final payment of the total fee, the costs for the engineering services rendered shall be determined by the following Schedule of Hourly Rates:

SCHEDULE OF HOURLY RATES

<u>PERSONNEL CLASSIFICATION</u>	<u>HOURLY RATE</u>
ENGINEER - VI	\$122.00
ENGINEER - V	\$117.00
ENGINEER - IV	\$107.00
ENGINEER - III	\$102.00
ENGINEER - II	\$82.00
ENGINEER - I	\$72.00
ENGINEERING TECHNICIAN - V	\$102.00
ENGINEERING TECHNICIAN - IV	\$92.00
ENGINEERING TECHNICIAN - III	\$77.00
ENGINEERING TECHNICIAN - II	\$62.00
ENGINEERING TECHNICIAN - I	\$37.00
CAD MANAGER	\$102.00
CAD - II	\$92.00
CAD - I	\$87.00
ADMINISTRATIVE	\$62.00

- 2. That payment to the ENGINEER for the services rendered shall be made in the following manner:
 - a. During the progression of the work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed for engineering services shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of the services rendered less all previous payments made to the ENGINEER.

- b. Upon completion of the design of the improvement and all of the ENGINEER'S obligations under this Agreement, One Hundred Percent (100%) of the total Engineering Fee, less progress payments previously made, shall be due and payable to the ENGINEER.

C. IT IS MUTUALLY AGREED;

1. ENGINEER shall neither have control over or charge of, nor be responsible for, the construction, means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, since these are solely the contractor's rights and responsibilities under the contract documents.
2. This Agreement represents the entire and integrated agreement between VILLAGE and ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruments signed by both parties hereto.

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

Executed by the VILLAGE, this

_____ day of _____, 2015

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

By _____
Kit P. Ketchmark, Village President

ATTEST:

By _____
Catherine Colgrass-Edwards, Village Clerk

(SEAL)



Executed by the ENGINEER, this

_____ day of _____, 2015

EDWIN HANCOCK ENGINEERING COMPANY
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By _____
Derek Treichel, P.E., President

ATTEST:

By _____
Mark Lucas, Vice President

(SEAL)

GENERAL CONDITIONS ATTACHMENT TO ENGINEERING AGREEMENT

A. THE ENGINEER AGREES:

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

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

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

c. Deductibles and Self-Insured Retentions

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

d. Other Insurance Provisions

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

- (1) General Liability and Automobile Liability Coverages
 - (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the

scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.

- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be excess of ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

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

e. **Acceptability of Insurers**

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

f. **Verification of Coverage**

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

2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, or which may in anyway result therefore, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in conjunction therewith, in any such action alleged to be solely caused by the ENGINEER. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE, its officials, agents and employees for their own negligent acts or omissions..
3. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.
4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.
5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

6. The VILLAGE may, at any time, by written order to ENGINEER (Suspension of Services Order) require ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order.
7. This AGREEMENT may be terminated by the VILLAGE by removal of the ENGINEER from the office of Village Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor Village Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of Village Engineer.
8. This AGREEMENT may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
 - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 - c. If ENGINEER makes a general assignment for the benefit of creditors;
 - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors;
 - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due;
9. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE to have the services performed which were to have been performed by the ENGINEER.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the PROJECT and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER shall maintain its records relating to the performance of the Agreement 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.) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the Village. The ENGINEER 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 full 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 the ENGINEER to maintain the books, records and supporting documents required by this section or the failure by the ENGINEER to provide full access to and copying of all relevant books and records within five business days of receiving a request for public records from the Village shall establish a presumption in favor of the Village for the recovery of any funds paid by the Village under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 et seq.). The obligations imposed

by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

12. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
13. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
14. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
15. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
16. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE's name. ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.
17. The drawings, specifications, reports, and any other PROJECT documents prepared by ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and ENGINEER is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.
18. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly

authorized by the VILLAGE. ENGINEER shall treat such information at all times as confidential. ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:

- a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
- b. All information relating to the Engineering Services being performed by ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
- c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
- d. Financial information and police records.

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

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

the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

24. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.
25. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
 - a. If to the VILLAGE:
VILLAGE OF BROOKFIELD
8820 Brookfield Avenue
Brookfield, Illinois 60513
Attn: Keith Sbiral, Village Manager
 - b. If to the ENGINEER:
EDWIN HANCOCK ENGINEERING COMPANY.
9930 Roosevelt Road
Westchester, Illinois 60154-2780
Attn: Derek Treichel, P.E., President
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
26. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
27. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.
28. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.
29. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.
30. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

- c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
- d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*)
- e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, the ENGINEER shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights' Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part,

and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

h. In compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:

(1) Publishing a statement:

- (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
- (b) Specifying the actions that will be taken against employees for violations of such prohibition.
- (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

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

- (a) the dangers of drug abuse in the workplace;
- (b) the ENGINEER's policy of maintaining a drug-free workplace;
- (c) any available drug counseling, rehabilitation, and employee assistance program; and
- (d) the penalties that may be imposed upon employees for drug violations.

(3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.

(4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.

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

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

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

i. in compliance with the Code of Ordinances of the Village of Brookfield, in that no Village of Brookfield official, spouse or dependent child of a Village of Brookfield official, agent on behalf of any Village of Brookfield official or trust in which a Village of Brookfield official, the spouse or dependent child of a Village of Brookfield official or a beneficiary is a holder of more than five percent (5%) of the ENGINEER.

j. in compliance with the Code of Ordinances of the Village of Brookfield, in that no officer or employee of the Village of Brookfield has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value

including, but not limited to cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.

- k. The ENGINEER has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 2-889 of Chapter 2, Article VII, Division 1 of the Code of Ordinances of the Village of Brookfield.
- l. No Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the ENGINEER; or, if the ENGINEER's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the ENGINEER, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such ENGINEER, the ENGINEER has disclosed to the Village in writing the name(s) of the holder of such interest.
- m. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- n. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Village. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the Village on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the contractor by the Village, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this section.
- o. Neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

ORDINANCE NO. 2015 - 1

AN ORDINANCE AMENDING SECTION 36-711 ENTITLED "CONSTRUCTION OPERATIONS" OF DIVISION 3 ENTITLED "NOISE" OF ARTICLE XIII ENTITLED "NUISANCES" OF CHAPTER 36 ENTITLED "OFFENSES AND NUISANCES" OF THE CODE OF ORDINANCES OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 12th DAY OF JANUARY 2015

Published in Pamphlet form by
Authority of the Corporate
Authorities of the Village of
Brookfield, Illinois, this 12th day
of January 2015.

ORDINANCE NO. 2015 - 1

AN ORDINANCE AMENDING SECTION 36-711 ENTITLED "CONSTRUCTION OPERATIONS" OF DIVISION 3 ENTITLED "NOISE" OF ARTICLE XIII ENTITLED "NUISANCES" OF CHAPTER 36 ENTITLED "OFFENSES AND NUISANCES" OF THE CODE OF ORDINANCES OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS

WHEREAS, the Village of Brookfield (the "Village") is authorized by the Illinois Municipal Code, (65ILCS 5/1-1-1, *et seq.*) to adopt necessary ordinances that pertain to its government and affairs and that protect the health, safety, and general welfare of the citizens of the Village of Brookfield;

WHEREAS, Section 11-30-4 of the Illinois Municipal Code (65 ILCS 5/11-30-4) authorizes the corporate authorities of the Village to prescribe the manner of constructing all buildings, structures and their accessories;

WHEREAS, pursuant to Section 5/11-5-2 of the Illinois Municipal Code, (65 ILCS 5/11-5-2), the corporate authorities of the Village are authorized to prevent or suppress riots, routs, affrays, noises, disturbances, trespasses, and disorderly assemblies in any public or private place;

WHEREAS, it has been determined by a majority of the corporate authorities of the Village that it is both desirable and necessary to provide for the reduction, control, and prevention of unreasonably loud sounds emanating from construction activities that disturb, injure, or endanger the comfort, repose, health, peace or safety of reasonable persons of ordinary sensitivity within the Village; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village amend its code of ordinances to regulate the times during which construction activities may be undertaken;

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

Section 1: Section 36-711 entitled "Construction operations" of Division 3 entitled "NOISE" of Article XIII entitled "NUISANCES" of Chapter 36 entitled "OFFENSES AND NUISANCES" of the Code of Ordinances, Village of Brookfield, Illinois, as amended, is hereby further amended to read as follows:

Sec. 36-711. - Construction operations.

(a) It shall be unlawful for any person to operate or use any pile drivers, steam shovels, pneumatic hammers, pneumatic shovels, derricks, steam hoists, apparatus, the use of which is attended with loud or unusual noises, in any block in which more than half of the buildings on either side of the street are used exclusively for residence purposes.

(b) It shall be unlawful for any person to construct, demolish, alter or repair any building or structure, to grade mechanically land or excavate any ditch, trench, hole, streets and highways with powered mechanical equipment between the hours of 12:00 a.m. (midnight) to 7:30 a.m. and from 7:00 p.m. to 11:59 p.m. on weekdays (other than legal holidays), between the hours of 12:00 a.m. (midnight) to 8:00 a.m. and from 6:00 p.m. to 11:59 p.m. on Saturdays (other than legal holidays) and between the hours of 12:00 a.m. (midnight) to 9:00 a.m. and from 6:00 p.m. to 11:59 p.m. on Sundays and legal holidays. Emergency work and work undertaken by local, state, or federal governmental entities are exempt from this provision.

(c) Upon written application to the Village Manager stating the applicant's name, the specific work to be done, the location of the work to be done and the time required to complete the work, the Village Manager may, in his/her discretion, issue written permission to undertake the construction, demolition, alteration or repair any building or structure, to grade mechanically land or excavate any ditch, trench, hole, streets and highways with powered mechanical equipment between the hours of 12:00 a.m. (midnight) to 7:30 a.m. and from 7:00 p.m. to 11:59 p.m. on weekdays (other than legal holidays), between the hours of 12:00 a.m. (midnight) to 8:00 a.m. and from 6:00 p.m. to 11:59 p.m. on Saturdays (other than legal holidays) and between the hours of 12:00 a.m. (midnight) to 9:00 a.m. and from 6:00 p.m. to 11:59 p.m. on Sundays and legal holidays if he/she determines that the public health and safety will not be detrimentally affected by the noise created by the work proposed to be performed. Permission granted under this subsection shall be for a period of no more than seven (7) days and may be renewed for one period of no more than seven (7) days. The Village Manager may, in his/her discretion, impose conditions and/or restrictions upon the permission granted.

Section 2: If any section, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or the application thereof held invalid, the validity of the remainder of this ordinance and the application of such provisions to other persons and circumstances shall not be affected thereby.

Section 3: All ordinances and parts of ordinances in conflict with the provisions of this ordinance are to the extent of such conflict repealed.

[The remainder of this page is left blank intentionally.]

Section 4: This ordinance shall be in full force and effect from and after January 1, 2015, following its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 12th day of January 2015, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 12th day of January 2015.

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

ATTESTED and filed in my office
and published in pamphlet form
this 12th day of January 2015.

Catherine Colgrass-Edwards, Clerk of the
Village of Brookfield, Cook County, Illinois



Village of Brookfield

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

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

**BROOKFIELD VILLAGE BOARD
COMMITTEE OF THE WHOLE MEETING
Monday, January 12, 2015**

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

AGENDA

- A. **Discussion** – Ordinance Retiring and Dissolving Special Service Area No. 5
- B. **Discussion** - Village Grounds Mowing Contract
- C. **Discussion** – Solid Waste Agreement Rate Increase
- D. **Discussion** - Water Rate Increases – Brookfield-North Riverside Water Commission
- E. **Discussion** – Hazardous Tree Removal Contract
- F. **Discussion** - Bridge RFQ
- G. **Discussion** – Annual Appropriation Ordinance for Fiscal Year 2015
- H. **Addresses from the Audience** – Any member of the audience who wishes to address the President and Village Board may do so at this time
- I. **Adjournment**

VILLAGE PRESIDENT
Kit P. Ketchmark

VILLAGE CLERK
Catherine A. Colgrass-Edwards

BOARD OF TRUSTEES
Ryan P. Evans
Michael J. Garvey
Nicole M. Gilhooley
C.P. Hall, II
Brian S. Oberhauser
Michelle D. Ryan

VILLAGE MANAGER
Keith R. Sbiral

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

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY

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



COMMITTEE ITEM MEMO

ITEM: Ordinance Retiring and Dissolving Special Service Are No. 5

COMMITTEE DATE: January 12, 2015

PREPARED BY: Doug Cooper, Finance Director 

PURPOSE: Dissolve SSA # 5 – at the request of Cook County

BUDGET AMOUNT: None

BACKGROUND:

The Village has not levied a property tax on SSA # 5 since 2002. As such, Cook County has requested that the Village consider dissolving this Special Service Area in order to remove this agency from the tax rolls. After discussion with the village attorney, it has been decided to present this Ordinance to the board for approval.

ATTACHMENTS:

1. An Ordinance Retiring and Dissolving Special Service Area # 5 of the Village of Brookfield, Cook County, Illinois.

STAFF RECOMMENDATION:

NA

REQUESTED COURSE OF ACTION:

The Board of Trustees will be presented with the Ordinance at the January 26, 2015 Board of Trustees meeting for Board consideration.

REAL ESTATE AND TAX SERVICES
OFFICE OF COOK COUNTY CLERK DAVID ORR
118 N. Clark Street Room 434, Chicago, Illinois 60602



TEL 312.603.5656 FAX 312.603.4707 WEB cookcountyclerk.com

December 3, 2014

RE: 03-0140-104 VILLAGE OF BROOKFIELD SPECIAL SERVICE AREA 5

Dear Municipal Official,

Our records indicate that the Special Service Area listed above has not submitted a property tax levy since tax year 2002.

We have no record in our files indicating that this Special Service Area has been terminated, so each year our office must continue to calculate a tax rate for this district.

If this Special Service Area no longer exists and should be removed from the tax rolls, we ask that you file a copy of the resolution or ordinance terminating this Special Service Area with the County Clerk's Map Department by December 31, 2014.

If you are unable to pass a resolution or ordinance by this deadline, you may send our office a letter stating your intentions regarding this Special Service Area by January 30, 2015.

Cook County Clerk Map Department
118 N. Clark Street, Room 434
Chicago, IL 60602
Clerk.Maps@cookcountyil.gov
312-603-5640

We appreciate your attention to this matter. Feel free to contact our office if you have any questions or concerns.

Sincerely,

Tanya Anthofer
Manager, Maps and Tax Extension
Office of the Cook County Clerk



ORDINANCE NO. 2015 - 4

**AN ORDINANCE RETIRING AND DISSOLVING
SPECIAL SERVICE AREA NUMBER 5
OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 26th DAY OF January, 2015

Published in pamphlet form by
authority of the Corporate
Authorities of Brookfield, Illinois,
the 26th day of January 2015.

ORDINANCE NO. 2015 - 4

**AN ORDINANCE RETIRING AND DISSOLVING
SPECIAL SERVICE AREA NUMBER 5
OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS**

WHEREAS, the Board of Trustees of the Village of Brookfield, pursuant to Section 7(6) of Article VII of the Constitution of the State of Illinois, the Special Service Area Tax Act (35 ILCS 200/27-5, *et seq.*), and the Local Government Debt Reform Act (30 ILCS 350/1, *et seq.*), established Special Service Area Number 5 in 1993;

WHEREAS, the stated purpose of the establishment of Special Service Area Number 5 was to provide special municipal services to the geographical area covered by Special Service Area Number 5 including alley repaving improvements for the 4400 block of Blanchan and Eberly Avenues;

WHEREAS, the bonds issued for payment of said special municipal services rendered to Special Service Area Number 5 have been fully retired since the 2002 tax year;

WHEREAS, no property tax levy has been submitted to the Office of the Cook County Clerk for Special Service Area Number 5 since the 2002 tax year; and

WHEREAS, the Cook County Clerk has requested that, due to the fact that no tax has been levied on Special Service Area Number 5 since the 2002 tax year, the taxing district known as Special Service Area Number 5 be retired or terminated.

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 adopted as the findings of the corporate authority of the Village of Brookfield and incorporated herein as if fully recited.

SECTION 2: That Special Service Area Number 5 is hereby retired and dissolved effective for the 2014 tax year and future years.

SECTION 3: The Village Clerk of the Village of Brookfield is hereby directed to send a certified copy of this Ordinance to the Office of the Cook County Clerk, Map Department on or before January 30, 2015.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 26th day of January 2015 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this this 26th day of January 2015.

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

ATTESTED and filed in my office,
and published in pamphlet form
this 26th day of January 2015.

Catherine Colgrass-Edwards, Clerk of the Village
of Brookfield, Cook County, Illinois



COMMITTEE ITEM MEMO

ITEM: VILLAGE GROUNDS MOWING CONTRACT
COMMITTEE DATE: January 12, 2015
PREPARED BY: Dan Kaup, Public Works Director 
PURPOSE:
BUDGET AMOUNT: \$50,000

BACKGROUND:

The Village of Brookfield is currently under a three year agreement with Hispano Lawn Maintenance and Landscaping Company for the lawn maintenance and mowing services for all public property within the Village. The three year term of the agreement is set to expire in February of this year. While staff has been generally pleased with the contractor's performance and pricing, the current agreement is the second such contract the Village has had with Hispano. Because of this, staff would like to put the work out to bid before the end of the current agreement to ensure the Village is getting the lowest possible cost for the services rendered.

ATTACHMENTS:

None.

STAFF RECOMMENDATION:

Staff recommends that the Village put out a Request for Proposals for the Village Grounds Mowing Contract for 2015-2017.



COMMITTEE ITEM MEMO

ITEM: SOLID WASTE AGREEMENT RATE INCREASE
COMMITTEE DATE: January 12, 2015
PREPARED BY: Doug Cooper, Finance Director
PURPOSE: Discuss the rate increase for solid waste pickup—Landscape Waste Service
BUDGET AMOUNT: See below

BACKGROUND:

Per the agreement entered into with Groot, effective January 1, 2015, the Village will see a 3% increase in the amount Groot charges for Landscape Waste Services, as well as Leaf-pick up costs and Amnesty Day Clean-up. The amount of the increase for each rate is 3% as indicated on the attached memo.

The Village charges residents directly for Landscape Waste Service, and indirectly for both the leaf-pick-up and amnesty day charges. The Village also is charged by Groot for special pick-ups, including flood damage, as well as the electronics dumpster at Village Hall.

The 3% increase as described on the attached letter from Groot dated December 4, 2014, will affect our costs from anywhere between \$6,500 and \$10,500, depending on the assumptions used.

Due to the immaterial effect overall on the bottom line of the Garbage Fund, staff believes it is in the best interest to NOT pass on the increase this year, and maintain waste pickup rates as in the previous year.

ATTACHMENTS:

1. Groot rate increase notification

STAFF RECOMMENDATION:

Maintain current rate structure

REQUESTED COURSE OF ACTION:

The Board will discuss the Groot rate increase at the January 12, 2015 Committee Meeting.



**Groot
Industries, Inc.**

8475 West 53rd Street
McCook, IL 60525
Phone: 708/485-0900
Fax: 708/442-0037
www.groot.com

December 4, 2014

Mr. Keith Sbiral
Village Manager
Village of Brookfield
8820 Brookfield Ave.
Brookfield, IL 60513

Dear Mr. Sbiral:

This letter is in reference to the Second Amendment to the Contract for the Collection and Transportation of Municipal Solid Waste from One and Two Family Residential Units. Pursuant to our agreement and in accordance with Section 5 (Page 7) of the amendment, Groot Industries respectfully requests the following rate increases effective **January 1, 2015**.

The current rates along with their corresponding increases are as follows:

	<u>Current Rate</u>	<u>New Rate</u>
Refuse & Recycling Collection	\$15.05/unit	\$15.50/unit
Refuse Overage Stickers	\$2.25/sticker	\$2.25/sticker (frozen)
Landscape Waste Service	\$3.57/unit	\$3.68/unit
Leaf Pick-up Program	\$29.63/compacted yard	\$30.52/compacted yard
Amnesty Day Clean-up	\$170.95/ton	\$176.08/ton

Groot Industries appreciates the continued opportunity to provide these very important services to the Village of Brookfield. Please do not hesitate to contact me with any questions.

Sincerely,

Frank Hillegonds
Municipal Manager
Groot Industries

Service Locations
in Elk Grove Village, Chicago, McCook,
West Chicago, Round Lake Park

- Waste Collection
- Recycling Services
- Municipal Contracting
- Roll-Off Service
- Document Destruction
- Off-Spec Product Destruction

Since 1914

NSWMA





COMMITTEE ITEM MEMO

ITEM: WATER RATE INCREASES – BROOKFIELD-NORTH RIVERSIDE WATER COMMISSION
COMMITTEE DATE: January 12, 2015
PREPARED BY: Keith Sbiral ,Village Manager/Doug Cooper Finance Director
PURPOSE: Discuss passing on the increase from the Brookfield-North Riverside Water Commission for water rates
BUDGET AMOUNT: See below
BACKGROUND:

The Village was notified by the Brookfield-North Riverside Water Commission of increases that were being put in place on January 2, 2015. The Commission is in the fourth year of passing along four years of water supply rate increases from the City of Chicago. – for the year 2015, the City of Chicago has increased water rates charged to the Commission by 15%. The Commission in turn, has passed a corresponding rate increase of 12.82% to its members, including Brookfield.

The Village anticipated a 10 percent increase in water costs for 2014. The difference between the budgeted 10% and actual 12.82% water supply charge from the BNRWC is approximately \$86,000 based on 2014 estimated totals.

The Village budgeted a six percent increase in the rate for residential water charges for the 2015 fiscal year.

Below is a breakdown of Village of Brookfield’s water fee based on a 8% Brookfield rate increase:

VILLAGE OF BROOKFIELD WATER CHARGE BREAKDOWN						
	2013	2014	2015	\$ INC	% INC	
WATER COMPONENT	\$2.88	\$3.31	\$3.81	\$0.50	15%	
ADMINISTRATIVE	\$1.70	\$1.70	\$1.75	\$0.05	3%	
MAINTENANCE/REPLACEMENT	\$3.88	\$4.29	\$4.49	\$0.20	5%	
CHARGE PER 1,000 GALLONS	\$8.46	\$9.30	\$10.05	\$0.75	8%	

It is recommended that the Village increase its annual water fee in total by 8% to \$10.05 per 1,000 gallons. This would minimize the overall impact of the rate increase from the BNRWC to Brookfield residents, but still maintain adequate growth in the Village’s System Replacement and Maintenance Reserve.

ATTACHMENTS:

1. Brookfield-Riverside Water Commission rate increase notification

STAFF RECOMMENDATION:

The Board approves an amendment to Chapter 28, Water and Sewers of the Village Code.

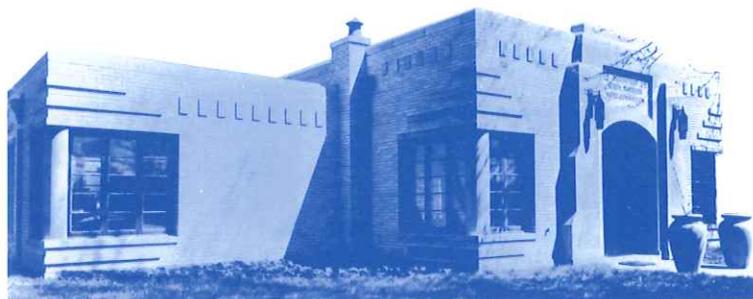
REQUESTED COURSE OF ACTION:

The Board approves the amendment at the January 26th meeting.

BROOKFIELD-NORTH RIVERSIDE WATER COMMISSION

8636 Brookfield Avenue
Phone: (708) 485-4244

Brookfield, Illinois 60513
FAX: (708) 485-9321



Jean M. DiMonte, Treasurer
Janice J. Decosola, Clerk
John T. O'Connell, Attorney
Robert F. Novotny, Superintendent

COMMISSIONERS
Edward J. Durec, Chairman
David B. Witken, Commissioner
Mark Lucas, Commissioner

December 11, 2015

Village of Brookfield
8636 Brookfield Avenue
Brookfield, IL. 60513

Re: 2015 Water Rates

Dear Customer:

The City of Chicago has notified the Brookfield North Riverside Water Commission that it has enacted a 15% water rate increase of \$0.50 over the 2014 rate of \$3.31. The new Chicago water rate is \$3.81 per thousand gallons effective January 1, 2013. This is the rate that the Brookfield North Riverside Water Commission pays the City of Chicago per thousand gallons purchased. This rate increase is the final one associated with the City of Chicago Improvements schedule. We do not have knowledge of any additional rate increases the City may be looking at in 2016 at this time.

The Brookfield North Riverside Water Commission operates five (5) pumping stations and over 9 miles of water mains to deliver water to their customer base. The 2013 cost of operating these facilities was \$0.98 per thousand gallons. At this time the Water Commission will be increasing their operating fees by \$0.05 to \$1.03, over the above 2015 Chicago Rate, to cover increasing costs of new construction projects, electricity, repairs, upgrades, chemicals, salaries and general operating expenses. Therefore the new water rate for 2015 will increase from the old rate of \$4.29 per thousand to \$4.84 per thousand gallons. This will be reflected on your February water bill for water used in January 2015.

Sincerely,


Robert F. Novotny
Water Superintendent

ORDINANCE NO. 2015 - 05

**AN ORDINANCE AMENDING
CHAPTER 56 ENTITLED "UTILITIES" OF THE
CODE OF ORDINANCES OF THE VILLAGE OF BROOKFIELD,
COOK COUNTY, ILLINOIS**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 26th DAY OF JANUARY 2015**

Published in pamphlet form by
Authority of the Corporate
Authorities of Brookfield, Illinois,
the 26th day of January 2015

ORDINANCE NO. 2015 - 5

**AN ORDINANCE AMENDING
CHAPTER 56 ENTITLED "UTILITIES" OF THE
CODE OF ORDINANCES OF THE VILLAGE OF BROOKFIELD,
COOK COUNTY, ILLINOIS**

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

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

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

Section 1.

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

Section 2.

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

Sec. 28-18. Water service charges

(b) WATER SERVICE CHARGES

Class WA1--For the first 748 gallons and for each succeeding 748 gallons the charge shall be \$7.517 per 748 gallons.

The minimum charge for water service in this class shall be \$75.17 per quarter.

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

Class WB1--For the first 748 gallons and for each succeeding 748 gallons the charge shall be \$7.517 per 748 gallons.

The minimum charge for water service in this class shall be \$25.06 per month.

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

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

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

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

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

Section 3.

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

ADOPTED this 26th day of January, 2015 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 26th day of January, 2015

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

ATTESTED and filed in my office,
and published in pamphlet form
this 26th day of January, 2015.

Catherine Colgrass-Edwards, Clerk of the Village
of Brookfield, Cook County, Illinois



COMMITTEE ITEM MEMO

ITEM: HAZARDOUS TREE REMOVAL CONTRACT
COMMITTEE DATE: January 12, 2015
PREPARED BY: Dan Kaup, Public Works Director 
PURPOSE:
BUDGET AMOUNT: \$130,000

BACKGROUND:

As presented to the Board of Trustees during the Emerald Ash Borer (EAB) update discussion in late 2014, staff would like to seek proposals for the removal of hazard trees due to the EAB infestation. Staff estimates that the budget cost for the removal of 150 trees per year over the next two years is \$110,000 annually, plus an additional \$20,000 per year for stump grinding and restoration expenses. These expenses were included in the FY2015 budget.

ATTACHMENTS:

None.

STAFF RECOMMENDATION:

Staff recommends that the Village put out a Request for Proposals for the Village Hazardous Tree Removal services for 2015-2016.

Village of Brookfield
NOTICE
REQUEST FOR PROPOSAL
TREE REMOVAL SERVICES

For the
Village of Brookfield, Illinois

The Village of Brookfield, Illinois is accepting sealed proposals for tree removal services of approximately 150 trees per year for Fiscal Year 2015 and 2016. Sealed proposals clearly labeled Proposal for Tree Removal Services will be received until XXXX, 2015, 10:00 a.m. at the Brookfield Village Hall, 8820 Brookfield Ave, Brookfield, IL.

Proposal Instructions, Specifications and a Services Contract are attached. The Village of Brookfield reserves the right to reject or accept any proposal or to waive any irregularities in any proposal deemed to be in the best interest of the Village of Brookfield.

DAN KAUP
PUBLIC WORKS DIRECTOR

Tree Removal Services Instructions / Information and Specifications to Prospective Contractors

1. PROPOSAL SUBMISSION: Proposals shall be complete and submitted in a sealed envelope to the Brookfield Village Hall, 8820 Brookfield Ave, Brookfield, Illinois by XXXX, 2015, 10:00 a.m. and clearly labeled Proposal for Tree Removal Services. Proposal must be made on the attached Proposal Form. After the proposal has been submitted to the Village of Brookfield, it may not be withdrawn for thirty (30) calendar days after the date of the opening. Prices shall cover a period of two years, January 1, 2015 – December 31, 2016. All services are to be in accordance with the minimum specifications as provided herein.

2. BID BOND REQUIREMENT: A bid bond or certified check in the amount of five per cent (5%) shall be required and submitted with the proposal.

3. BASIS OF AWARD: The Village of Brookfield is seeking firm fixed annual price quotations to provide the specified Tree Removal Services for a period of 24 months for the removal of hazardous or otherwise undesirable parkway trees. Generally, the contract awards shall be made to the lowest qualified bidder based on the overall lowest rates and overall level of service deemed appropriate for the Village for the term of the contract. Other factors such as quality and quantity of work will be considered when awarding the contract. The Village of Brookfield reserves the right to reject or accept any proposal, in total or part, or to waive any irregularities in any proposal deemed to be in the best interest of the Village of Brookfield.

4. INSURANCE AND THIRD PARTY LIABILITY: The successful vendor (Contractor) shall procure and maintain, or produce holding for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. During the term of the contract, the contractor shall provide the following types of insurance in limits no less than:

1. Commercial General Liability: The contractor shall have \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

2. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

3. Automobile Liability: The contractor shall have \$1,000,000 combined single limit per accident for bodily injury and property damage.

B. The contractor shall furnish to the Village satisfactory proof of coverage of the above requirements by a reliable company or companies prior to the implementation of the contract. Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy may not be cancelled or changed without thirty (30) days advance written notice to the Village. In addition, said certificates shall list the Village, its officers, agents, and employees as additional insured on all required policies.

5. INDEMNITY AND HOLD HARMLESS PROVISIONS: To the fullest extent permitted by law, the Contractor shall agree to defend, indemnify and hold harmless the Village, its officials, agents and, employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the Village, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its agents or employees, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents and employees as herein provided.

6. QUALIFICATIONS OF PROPOSING CONTRACTOR: The prospective contractor must be satisfactory to the Village from the standpoint of such matters as experience, length of time in business, reliability and demonstrated ability to provide the services required by the specifications. A qualified contractor must satisfy the following requirements:

- A. Maintain a permanent place of business.
- B. Have adequate manpower and equipment to perform the services in an *expeditious* and adequate manner.
- C. Have satisfactorily furnished services of similar size and scope for other municipal entities in the past.
- D. Provide no less than three current reference contacts for services of similar size and scope. These references are to be submitted as part of the Proposal.

7. EXECUTION OF CONTRACT / CONTRACTOR STATUS: It is anticipated that the contract will be awarded by the Village Board on **January XX**, 2015. The successful contractor shall execute the contract in accordance with the Proposal form, the Information to Prospective Contractors, and the Specifications as accepted by the Village, furnish the necessary insurance certificates, provide the necessary personnel information and commence work by April 1, 2015. Once the contract is properly executed and all the required insurance certificates and other required instruments are received and approved, the successful vendor will be designated a contractor of the Village.

8. PRE-START MEETING: Prior to the April 1, 2015 start date, the successful contractor shall be required to meet with the Village staff to discuss the terms, provisions, stipulations, and procedures of the contract.

9. ASSIGNMENT AND SUBCONTRACTING: The successful contractor may not assign, transfer, convey, sublet, subcontract, or otherwise dispose of this contract, or the contractor's right, title, or interest therein, or the power to execute such contract to any other person, firm, or corporation without the prior written consent of the Village.

10. CANCELLATION: The Village of Brookfield reserves the right to terminate the services at any time during the term of the contract upon receipt of a 30 day written notice to the contractor.

11. DEFAULT: In the case of default of the contractor, the Village reserves the right to terminate the contract and purchase similar services in the open market, charging against the contractor any excess costs the Village incurs thereby.

12: Any questions or requests for additional information are to be directed to Dan Kaup, Public Works Director, at 708/485-2540 or dkaup@brookfieldil.gov.

SPECIFICATIONS--SCOPE OF WORK

The work to be performed under this contract shall consist of furnishing all labor, machinery, tools, materials, and equipment necessary to complete specified pruning and/or removals within the specified time frame and in a professional manner within the Village of Brookfield. The Village of Brookfield will in no way be responsible for any extra equipment rental, or charges for such equipment rented by contractor, that might be required to complete this contract.

LOCATION

The location of the trees to be removed is known as the public right-of-way on Village property, or bordering Village property within the Village of La Grange. This does not restrict location of trees to be removed to the area between the sidewalk and the street. (See section on "Border Trees")

APPLICABILITY; CONFLICTS OR INCONSISTENCIES

These Technical Specifications are a part of the contract.

STANDARDS

All material and workmanship shall be in accordance with current professional practices and standards. Removals shall be done in a safe and efficient manner. Removals performed with the aid of tree crane is preferred. For the removal contract, the Contractor shall own or shall be able to lease or rent a tree crane. The tree crane must be available for removals upon the Village Forester's request, and must be listed on the certified equipment list.

The following specifications and manuals supplement the Contract Documents and are hereby incorporated by reference:

- A. Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007, (hereinafter referred to as the Standard Specifications.)
- B. Illinois Department of Transportation "Supplemental Specifications and Recurring Special Provisions," latest edition as indicated on the Check Sheet.
- C. "Manual on Uniform Traffic Control Devices for Streets and Highways" latest edition in effect on the date of invitation for bids (hereinafter referred to as the Traffic Control Standard Specification.)
- D. "Illinois Department of Transportation Standard Specification for Traffic Control Items" latest edition in effect on the date of invitation for bids (hereinafter referred to as the Traffic Specifications.)
- E. "ANSI – A300 (part 1) – 2001 Pruning For Tree Care Operations – Tree, Shrub, and Other Woody Plants – Maintenance Standard Practices

The above standards shall apply to the work covered by this Contract as if fully written herein, except those items which by their nature have no application. In case of conflict with any part or parts of the above listed specifications, the specification contained herewith shall take precedence and shall govern.

TIMING OF WORK; CONTACT INFORMATION

The Village seeks proposals from tree removal companies for a two year period. The proposal document provides for separate pricing for the period from April 1, 2015 to March 31, 2016 and April 1, 2016 to December 31, 2016. The Contractor shall provide the Village with emergency contact telephone numbers prior to commencement of the work.

HOURS OF CONSTRUCTION

Construction hours are limited to 7:00 a.m. to 3:30 p.m. Monday through Friday, unless otherwise authorized by the Village. No work is allowed on Saturday or Sundays unless authorized by the Village.

PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall take all necessary precautions for the protection of all public and private real and personal property. The Contractor is responsible for the damage to or destruction of real or personal property regardless of cause, and such responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition at least equal to the condition existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so within 48 hours after notice from the Village, then the Village may repair, rebuild or otherwise restore such property as may be deemed necessary by the Village using Village forces or forces hired by the Village. In addition to any other remedy provided in the Contract Documents, the Village may deduct the full costs of every repair, rebuilding, and restoration, including reasonable administrative costs and attorney's fees, from any compensation due, or which may become due, to the Contractor.

SAFETY/LOSS PREVENTION PROGRAM

The Contractor represents that a safety/loss prevention program is in place and had been in place for at least 90 days prior to the submission of the Contractor's Proposal and that the Contractor can provide evidence of completed employee safety training if requested.

BIDDERS KNOWLEDGE

Bidders will familiarize themselves with the specifications and conditions which will affect the completion of the contract. Questions regarding the specifications and conditions may be directed to the following: Victor Janusz, Village Forester, Village of Brookfield, Department of Public Works, (708) 485-2540.

PRICING

Each bidder shall be required to submit per inch unit prices for each designated diameter class for removal. All bids shall be submitted on forms provided by the Village of Brookfield and shall include all costs.

METHOD OF MEASUREMENT

Trees to be removed shall be measured per inch of diameter. The diameter shall be measured at a point four and a half feet (4 ½) above the highest ground level at the tree and will be determined by using a D.B.H. tape or by dividing the measured circumference at this point by 3.14. Any tree that forks below 4.5 feet will be measured as two separate trees at 4.5 feet and added together as one tree. Trees that fork at 4.5 feet will be measured just below the fork.

METHOD OF PAYMENT

Payment for all work and material shall be in accordance with the contract bid price for removals as submitted in the Contractor's proposal. Payment will not be made for trees not removed according to the specifications, or within allotted time frames.

PAYMENT SCHEDULE

Invoices will state the total number of trees removed, the diameter and location of the trees, and the total cost due.

PERIODIC INSPECTION

The Contractor shall notify the Village Forester on the morning of each work day, giving the location of the start of the day's work. The Forester or his/her representative will periodically inspect the work and will be available for problems that may arise.

VISITATION OF THE SITE

It shall be the responsibility of the Contractor to visit the site of the proposed work to ascertain for him/herself the actual conditions and to make determinations regarding materials, equipment, and other factors which may be needed for the submission of a proposal for the work and for which the proposal is based. It is further understood that the Contractor in submitting a proposal, acknowledges that they have satisfied for him/herself, before submitting the proposal, of the true condition of the designated sites and that he/she has ascertained the full scope of the work involved, including border trees.

PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall take all necessary precautions for the protection of corporate, private or public property. The Contractor is responsible for the damage or destruction of property of any character resulting from neglect, misconduct or omission in his/her manner of method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials and such responsibility shall not be released until the work shall have been completed and accepted and the requirements of the specification met.

Whenever public or private property is so damaged or destroyed, the Contractor shall at his/her own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he/she shall otherwise make good such damage or destruction in an acceptable manner. If he/she fails to do so, the Village of Brookfield may,

after, the expiration of a period of 48 hours after giving him notice orally or in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, the Contractor under his/her contract.

EQUIPMENT AND SUPERVISION

The Contractor must have available sufficient manpower to complete the contract within the time specifications set forth above. All trucks used by the Contractor must be plainly marked with the company's name. To aid in the removal of parkway trees, the contractor must utilize a tree crane at the direction of the Village Forester. A certified statement listing the equipment (i.e. year, make, model, type) and source of the equipment (i.e. owned, rented, leased) and personnel available to the Village must be provided to the Village upon request. The Contractor shall rent equipment as needed to cover any equipment breakdowns which would cause a tree not to be removed by the final contract date as stated, or to allow him/her access to safely remove any tree on Village property. Each crew must be directly supervised by a competent Contractor's representative fluent in English and authorized by the Contractor to act on all directives issued by the Village Forester or his representatives.

BORDER TREES

All trees touching Village property, regardless of their proximity to a sidewalk, curb, street, etc., are considered Village trees and are the responsibility of the contractor to remove as requested.

TREE REMOVAL

The contractor shall remove all trees designated for removal by the Village Forester or his representative to a point 4" above ground level. A list of trees, with their species identification, size (D.B.H.), and street address will be submitted to the contractor from time to time indicating trees to be removed. No trees shall be removed without such designation. Additionally, trees contained on the list for removal will be marked with a painted orange dot on the trunk. Infectious diseased trees, dead trees harboring vectors of infectious diseases, and those listed as hazard trees shall be removed by the contractor within 10 working days after receipt of each list prepared by the Village of Brookfield, designating the location of these diseased trees. All other trees shall be removed within 15 working days upon receipt of the list. All trees to be removed will be topped unless otherwise authorized. The contractor shall protect sidewalks, curbs, streets, manhole covers and buffalo boxes from the impact of falling wood by the use of ropes or tree crane as needed.

CLEAN UP

Immediately after the removal of a tree has been completed the area shall be raked and the debris shall be removed from the area. Cleanup shall include removal of sawdust, small twigs, chips, leaves, trunks, and limbs from the street, curb, parkway, private lawns, and driveways. Care shall also be taken not to damage other trees, shrubs, or turf during tree removal.

DISPOSAL OF TREE LIMBS AND TREE TRUNKS

The contractor shall remove all tree limbs and tree trunks from the site and dispose of same outside the limits of the Village of Brookfield, in accordance with applicable ordinances and regulation of the Village of Brookfield, Cook County, and the State of Illinois. All debris from tree removal operations (including chips)

shall be removed from the site within eight hours after debris has been placed unless authorized by the Village Forester or Director of Public Works and shall become the contractor's responsibility to ensure destruction of diseased wood in accordance with State statutes and local ordinances. Limbs and trunks temporarily placed in the parkway areas shall be placed in such a manner as to eliminate any obstruction of pedestrian or vehicular traffic.

Limbs shall not remain on the parkway overnight without prior authorization from the Village Forester or Director of Public Works, and stems shall not be left standing for removal at a later date. Brush and limbs overhanging the curb or pavement will not be acceptable. No debris is to remain in the street or on the sidewalk overnight without prior authorization from the Village Forester or Director of Public Works. The Payment for removal and disposal of debris is to be included in the unit price. Under no circumstance will debris be left on the parkway over the weekend (Saturday and/or Sunday) or a holiday unless authorized by the Village Forester or Director of Public Works.

The contractor shall acknowledge and adhere to all State and Federal regulations governing the Emerald Ash Borer (EAB) and "regulated articles" set forth in the Illinois Department of Agriculture's Emerald Ash Borer Compliance Agreement. The contractor shall have a signed Illinois Department of Agriculture Emerald Ash Borer Compliance Agreement on file with the Illinois Department of Agriculture.

SAFETY

The Contractor shall provide adequate barricades, flagmen, signs and/or warning devices during the performance of the contract and when working on arterial streets to protect motorists and pedestrians all in conformance with Village standards and consistent with Part VI, Traffic Controls for Street and Highway Construction and Maintenance Operations of the State Illinois Department of Transportation Manual on Uniform Traffic Control Devices, adopted 1994. The Village of Brookfield, Public Works Department shall be notified prior to the closing of streets when street closure is required. All equipment to be used and all work to be performed must be in full compliance with ANSI Z-133.1 (1994) American National Standard for Tree Care Operations.

EQUIPMENT RESTRICTIONS

If motorized equipment needs to be driven on parkways, right-of-ways, driveways or public walks while performing work under provisions of the contract provisions will be made by the Contractor to prevent damage to turf, groundcover, concrete or asphalt. Property owners must be notified in advance if equipment will be driven on the aprons or driveways. Any tree that cannot be reached by the aerial equipment must be climbed by a trained tree climber. Procurement of and payment for rental or purchase of any additional equipment such as cranes or aerial lifts deemed necessary by the Contractor for execution of the contract will be the sole responsibility of the contractor.

PARKING

No off street parking of equipment shall be provided for by the Village of Brookfield on any of the Village's public properties, except as designated by the Village Forester or Director of Public Works.

QUALIFICATIONS

A list of degrees, certifications or other documentation must be submitted by the Contractor and by the Contractor's on site representative that would qualify the Contractor and the Contractor's on site representative as competent tree removal experts. (Example: Certified Arborist by the ISA, 1999, Certificate Number 000) Each bidder shall be a Certified Arborist with the International Society of Arboriculture. Additionally, field crew supervisors should be expected to be a Certified Arborist with the ISA. At a minimum, the owner and the supervisor over the field crew (present on the job site) must be a Certified Arborist with the ISA. The low bidder will be required to submit evidence of past experience and required certifications prior to contract approval. If the low bidder does not meet the required qualifications, the bid will be rejected and the next low bidder selected.

REFERENCES

The Contractor will be required to submit references of work performed within the past two years, including municipal references, if any. This must be submitted with the proposal.

REQUIRED REFERENCES

Please list below a minimum of three Municipal references:

1. _____
Municipality / Contact Name

Address

City/State Phone

2. _____
Municipality / Contact Name

Address

City/State Phone

3. _____
Municipality / Contact Name

Address

City/State Phone

VILLAGE OF BROOKFIELD
PROPOSAL FORM

To: Dan Kaup, Director of Public Works
Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513

I/We, the undersigned, having carefully read the Request for Proposal, Contract and Specifications dated January 27, 2015, and agree to submit the following proposal for contractual tree removals:

(DBH)	COST OF TREE REMOVALS	
	2015	2016
TREE SIZE:	PRICE PER DIAMETER INCH:	
<i>Example: 12" tree diameter x \$ per diameter inch = cost of tree removal</i>		
7" to 15"	\$ _____	\$ _____
16" to 25"	\$ _____	\$ _____
26" to 35"	\$ _____	\$ _____
36" and up	\$ _____	\$ _____

Please do not give a per tree cost

Company Name: _____

Address: _____

Phone Number: _____

Signature: _____

Print Name and Title: _____



COMMITTEE ITEM MEMO

ITEM: BRIDGE RFQ
COMMITTEE DATE: January 12, 2015
PREPARED BY: Derek Treichel, Village Engineer
PURPOSE: Brookfield Avenue Bridge Replacement
BUDGET AMOUNT: \$105,000 (Village Share = \$21,000)

BACKGROUND:

A Bridge Inspection and Scour Assessment Report was prepared by Ciorba Group for the Brookfield Avenue Bridge. This report recommended that the bridge be replaced utilizing Federal Highway Bridge Program funding.

Staff solicited Statements of Qualifications from the following 3 engineering firms that are experienced in providing design and construction engineering for bridge replacement projects.

1. Globetrotters
2. TranSystems
3. Ciorba Group

Staff reviewed the Statement of Qualifications from each of the 3 firms. Although all 3 firms are technically qualified to provide engineering services for this project, it was determined that Ciorba Group was the most qualified of the 3 firms based on their familiarity with the bridge from providing engineering services on the bridge deck replacement project in the 1980's and the recent Bridge Inspection and Scour Assessment.

ATTACHMENTS:

1. Bridge Inspection and Scour Assessment
2. Statements of Qualification from each of 3 engineering firms

STAFF RECOMMENDATION:

The Village should negotiate with Ciorba Group and then enter into an engineering agreement for applying for Federal Highway Bridge Program funding and providing Phase I Engineering Services.

REQUESTED COURSE OF ACTION:

The village board authorize staff to enter into negotiations with Ciorba Group to apply for Federal Highway Bridge Program funding and providing Phase I Engineering Services.



CIORBA GROUP | Consulting Engineers

Quality Engineering Services for the Community

Brookfield Avenue Bridge over Salt Creek

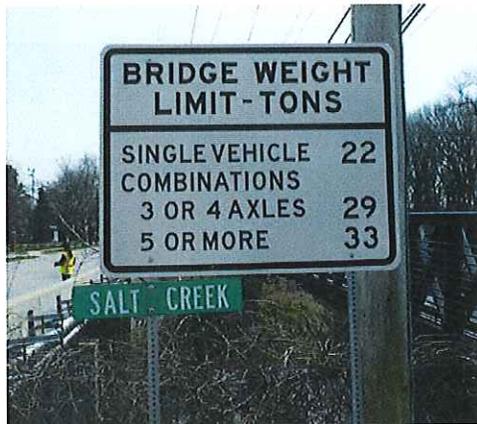
Structural Number: 016-6665

Bridge Inspection and Scour Assessment

Report Prepared for



The Village of Brookfield



Field Scour Assessment of Brookfield Avenue Bridge over Salt Creek

INTRODUCTION

Ciorba Group conducted a structural inspection and a Field Scour Assessment of the Brookfield Avenue Bridge over Salt Creek on April 14, 2014, with a follow-up visit on May 5, 2014. The bridge is a two-span Precast Prestressed Concrete (PPC) Deck Beam structure that carries one lane in each direction and a sidewalk at the north side of the bridge. Record plans show the abutments to be on spread footings and the central pier on pile. Type and capacity of the piles are not indicated on the plans. The bridge is oriented in the east-west direction and is in downtown Brookfield close to the Village Hall. A pedestrian bridge and a railroad bridge run over the same creek parallel to the bridge on the south side of it. The bridge currently has a Sufficiency Rating of 61.2 and is not eligible for federal funding for rehabilitation or replacement. However, the bridge is currently load-posted because of the overall condition of the deck beams and subject to special feature inspection because of cracks in the cantilevered pier caps at the west abutment and pier, which support an edge beam on the North side.

A scour evaluation performed in 1997 indicated that the structure is not scour sensitive and has a rating of 8. A scour plan of action is required when the rating drops to 7. A rating of 8 is defined as: "Bridge foundation determined to be stable for the assessed or calculated scour conditions." Ciorba Group also performed a bridge and channel inspection and a qualitative scour analysis and discussed the project with the Illinois Department of Transportation Bureau of Bridges and Structures (BB&S).

FIELD OBSERVATIONS

During the Field Scour Assessment, depth measurements were taken along the east and west face of the center pier and along the west face of the east abutment wall. Ciorba reviewed the inspection reports prepared in May 2013 and the additional field data collected in August 2013 by Hancock Engineering. Our goal was to identify the changes over time in the scour depths.

At the bridge substructure, the water flow of Salt Creek is not parallel to the orientation of the center pier and abutments. Because of the channel configuration and collection of debris (see Figure 1) at the pier and at the east span caused by the pier orientation, the flow is currently mostly restricted to the span between the west abutment and the west face of the center pier.

Our field assessment shows that streambed elevations along the east face of the pier measured from the top of water ranged from 1.6' near the downstream end of the pier to 4.8' at the upstream end of the pier. Along the west face, measurements range from 4.0' to 4.5' along the length of the pier.

When compared to the notes from the August 2013 measurements, the depths at the west face of the center pier appeared to remain relatively similar. However, the scour at the upstream end of the east face of the center pier has increased since the August 2013 inspection. The table below shows the differences in measurements between the 2013 and 2014 inspections. Elevations are from top of water elevation, which was at 607.2 in August 2013 (Hancock field assessment) and at 607.6 in April/May 2014 (Ciorba field assessment).

Location at Face of Pier		August-2013		April/May-2014	
		from W.El. 607.2	Surveyed EI	from W.El. 607.6	Surveyed EI
East Face	Upstream End	3.5	604.0	4.8	602.8
	Center	1.4	606.1	1.6-2.9	606.0/604.7
	Downstream End	2.8	604.7	2.5	605.1
West Face	Upstream End	4.5	603.0	4.0	603.6
	Center	4.6	602.9	4.4-4.5	603.2/603.1
	Downstream End	4.8	602.7	4.5	603.1

At the east face of the pier, we observed some upstream side degradation with aggradation at the downstream side. The angle of the pier with respect to the flow direction causes eddies at the upstream nose of the pier with silt transport during stronger flows. Based on the record plans available, the pier is on piles and no pile elevations are available, however our field observation did not show any pile exposure. We did not notice significant changes in elevations at the abutments.

In addition to scour measurements, Ciorba staff conducted a full bridge inspection. According to the IDOT Master Structure Report, the previous inspection was performed in December 2013. Based on our inspection, we believe that some of the current ratings shown in IDOT's database should be downgraded. The deck and superstructure are currently rated in fair condition with a rating of "5". The PPC deck beams are showing signs of continued deterioration that includes spalling at the bottom edges of beams with strand and stirrup exposure (see Figure 2). It appears that water easily infiltrates to the underside of the deck beams through gaps in-between beams (see Figure 3) as the result of failure of the transverse ties. Due to the high stresses in the prestress reinforcement, corrosion happens at an accelerated rate and the beams can deteriorate rapidly if not addressed. We recommend downgrading the rating of the deck and superstructure to a "4", poor condition.

The substructure also shows a large areas spalled (see Figure 4) or delaminated (see Figure 5). The pier and abutments are the original substructure from 1916 and were widened during the rehabilitation in 1986. The pier and abutment caps were rebuilt at this time to accommodate the superstructure widening for the new sidewalk and are cantilevered to the north side. Currently the substructure is rated at "5". There are 0.04-inch (1 mm) wide transverse cracks at the top of the cantilevers in the pier and west abutment (see Figure 6). The cracks are in the tension area and are monitored as part of the special feature inspection currently required for this structure on a yearly basis. These cracks are most likely a result of water penetrating through the superstructure at the expansion joints and deteriorating the tops of the substructure (see Figure 7). The amount of reinforcement bar corrosion is hard to detect as the cracks are directly under the beams. Because of these cracks in non-redundant elements and the condition of the pier and abutments, we recommend downgrading the substructure to a rating of "4", poor condition.

We performed a preliminary evaluation of the sufficiency rating for this structure: a downgrade in the rating of the deck and superstructure and/or the substructure will cause the Sufficiency Rating to go below 50, which will make the bridge eligible for federal funding for replacement.

On June 6, 2014 we called IDOT BB&S and discussed the project with Matt Humke from the IDOT Local Bridge Unit. Mr. Humke confirmed that IDOT main concerns are the condition of the deck beams and the cracks in the cantilevered pier and abutment cap. He also agreed that the bridge is a clear candidate for a federally funded replacement through the STP-BR program.

QUALITATIVE SCOUR ANALYSIS

In order to determine the potential for additional scour, a qualitative scour evaluation was conducted. Flow rates, soil types, and channel velocities in the area around the Brookfield Avenue bridge were investigated. According to the Soil Survey of Cook County, Illinois, the predominant soil type adjacent to Salt Creek is Martinton silt loam. The limiting velocity for a channel with silty loam soils is 2-3 ft/s. No information was available about the nature of soils and depth of strata at the substructure at this specific location.

During a site visit on May 5, 2014, we surveyed a cross section directly upstream of the Brookfield Avenue Bridge. Using this cross section and flow rates obtained from the FEMA FIS study, an average velocity for the 10, 50, 100, and 500 year flood events could be determined. As shown in the table below, the velocities for the 50, 100, and 500 year flood events are all greater than the limiting velocity for the soil type. Therefore, it is expected that soil erosion will continue at the site.

Flood Event	Velocity
10 year	2.84 ft/s
50 year	3.07 ft/s
100 year	3.08 ft/s
500 year	3.42 ft/s

POTENTIAL PIER SCOUR

Based on the field assessment, it appears that the observed scour is more critical around the pier. Therefore, potential pier scour was calculated based on the equations outlined in the IDOT drainage manual in order to get an estimate of the maximum depth of scour anticipated over time. These calculations do not account for degradation and general scour and are not based on detailed hydraulic modeling and analysis.

Equation 10-8 in the IDOT Drainage Manual predicts maximum pier scour depths. Assumptions made for this calculation are listed below. The calculation was performed for the 100 year event:

$$\frac{y_s}{a} = 2.0K_1K_2K_3K_4 \left(\frac{y_1}{a}\right)^{0.35} Fr_1^{0.43}$$

Assumptions:

$$a = 2$$

$$K_1 = 1.1$$

$$K_2 = 2.75 (L/a=8, \text{ angle} = 30)$$

$$K_3 = 1.1$$

$$K_4 = 1.0$$

$$Y_1 = 13.59$$

$Fr_1 = 0.18$

Based on this methodology and conservative assumptions on the nature of soils, the estimated local scour at the pier is 12.5'.

Scour Countermeasures

We assessed only limited scour at the Brookfield Avenue Bridge, compared with the estimated scour supported by the preliminary calculations. As part of our scope of work, we analyzed potential ways of limiting scour at the bridge. We identified countermeasures that the Village can install to mitigate current scour and prevent future scour if they decide to rehabilitate the bridge and maintain it.

Armoring countermeasures, such as riprap, resist the erosive forces of the flow of water. The scour around the pier could be mitigated by the installation of riprap around the pier. A hydraulic analysis was performed based on the methodology outlined in Chapter 11 of the IDOT Drainage Manual for Local Scour Armoring with Rock Riprap at Piers. The inputs and resulting values for the sizes (d_{50} , d_{max}) of riprap and equivalent weight of stone (W , W_{max}) have been summarized in the following table.

Flood Event	Channel Velocity	Local Scour Velocity	d_{50} (ft)	d_{max} (ft)	W (lb)	W_{max} (lb)	Gradation No.
10 year	2.84 ft/s	8.21 ft/s	0.45	0.90	12	97	RR 3
50 year	3.07 ft/s	8.87 ft/s	0.53	1.06	19	154	RR 4
100 year	3.08 ft/s	8.90 ft/s	0.53	1.06	20	157	RR 4
500 year	3.42 ft/s	9.88 ft/s	0.65	1.30	37	293	RR 5

The IDOT Drainage Manual recommends a riprap mat that extends horizontally at least 2 times the width of the pier or 10 feet, whichever is greater, with the top of the mat level with the streambed. The minimum thickness of the riprap armoring is recommended at 4.5 times d_{50} value when under water, plus an additional filter bedding of 6 inches. For the 100-year flood event, the proposed design would include a 10-foot wide by 3-foot deep armoring cross section of RR4 riprap on both sides of the abutment, and extending 10 feet upstream and downstream. This equates to 131 cubic yards or approximately 200 tons of riprap.

Although actual geometry of the installation will vary in depth and width based upon the actual scour volumes at the time of the installation, the IDOT methodology provides a good estimate for the volume requirements of the riprap. No dredging has been proposed to create typical geometry adjacent to the pier. It is recommended that the riprap is dumped and used to fill existing voids up to the streambed elevation.

An Opinion of Cost associated with this approach is reported in Exhibit 1 combined with a cost estimate for bridge repairs. Temporary cofferdams will be needed to isolate the east and west sides of the pier during the installation of the rip rap.

River training structures are another optional consideration. River training structures modify the stream flow at a particular location in a river reach. The water flow at Brookfield Avenue Bridge is affected by the orientation of the center pier and abutments. The elements of the substructure are not directed parallel to the flow. A transverse structure such as a spur or rock vane may be used to help direct flow in a more parallel direction to the bridge substructure. When designing transverse structures, stream banks may also need to be stabilized to prevent any adverse impacts on adjacent properties.

CONCLUSIONS AND RECOMMENDATIONS

Bridge Condition

Based on our inspection we would recommend lowering the condition rating of deck, superstructure and substructure from "5" to "4". IDOT BB&S confirmed that the main areas of concerns are the condition of the deck beams, which is the reason why the bridge is currently load-posted, and the cracked cantilever pier cap, which is the reason why a special feature inspection is in place for this bridge other areas of the substructure are also deteriorated.

Scour

Based on our inspection, we confirm the current rating of "8" for scour sensitivity. The assessed channel bottom is above top of footing, and there is less than six feet of scour at the pier location. Currently the substructure provides adequate support. A geotechnical boring at the pier and a hydraulic model will be required to provide a better assessment of the scour elevation. Based on the preliminary calculation of the scour elevation and some assessed minor scour effects at the pier, we recommend monitoring the bridge for scour independently from the selected course of action.

Potential Alternates

Option 1 – Federally funded replacement

Based on the preliminary condition assessment and our engineering analysis Ciorba Group recommends updating the IDOT inspection forms based on the ratings indicated above. Once the forms are updated in the NBIS database, the Brookfield Avenue Bridge will qualify for STP-BR federal funds for replacement based on the revised sufficiency rating. The Village of Brookfield can apply with IDOT for funding that will cover 80% of the total cost for construction and engineering (Phase I, II and III). The remainder 20% percent will be Village responsibility. Design could start as soon as 2015 and completed in 2016, construction can be completed in one construction season in 2017 timed to minimize traffic disruption. In the case of complete replacement, the total cost for construction, design and construction engineering will be approximately \$1.5 million of which the Village will be responsible for \$309,000 over three years. We are also including some contingency for streetscaping and lighting improvements. The replacement will eliminate scour issues and could be an integral abutment single span bridge with no joints and no pier in the creek. The new structure will have a much lower maintenance cost. The existing bridge will continue to be monitored until construction starts. Based on our preliminary observation and the required size of the bridge opening a single span concrete superstructure seems feasible.

Option 2 – Village funded bridge rehabilitation and scour countermeasures

Rehabilitation measures include scour protection and structural repairs that may extend the life of the bridge. A detailed hydraulic analysis may be completed to determine the total scour potential, which will require a geotechnical boring to sample the soil in the streambed and a model to more accurately determine scour depth and adequate countermeasures. With regard to the structural repairs, they will include joint replacement, strengthening of the cantilever section of the pier and abutments, structural repair of concrete at the pier and abutment, repair to the sidewalk concrete and removal and replacement of the bituminous overlay at the bridge. The main goal of such rehabilitation is to extend the life of the deck beams by reducing the source of corrosion. Unfortunately patching of the spalled section of the bottom of the deck beams is not an effective way of rehabilitating the beams. Replacement of deteriorated beams is used for deck beam bridges when corrosion is more advanced only for a limited number of beams. Based on our observation of the Brookfield Avenue bridge, corrosion has initiated on several beams and we do not recommend pursuing any partial or complete replacement of the existing superstructure. The total cost of the rehabilitation as described is \$260,000. The proposed rehabilitation if funded by the Village can be completed as soon as 2015 and will extend the life of the bridge, however it will not eliminate the root cause of the load-posting as it relates to the

current condition of the deck beams. IDOT may release the special feature inspection if the cantilever cracks are fixed. The proposed scour countermeasure will attenuate scour even though the channel could continue to flow mostly on one side of the bridge and the orientation of the pier will still cause debris collection and potential aggradation/degradation in the channel due to eddies.

Final Recommendation

Ciorba Group recommends Option 1. Option 2 will extend the life of the bridge, but will limit future access to federal funds without entirely eliminating the problems that the bridge is currently experiencing. It is also important to notice that the substructure will be approaching the 100 year life mark and potentially the end of its life cycle.

The work described in Option 1 will have to be processed through IDOT and can be completed by 2017 including all necessary reviews and approvals that will have to be completed by IDOT. For budgeting purposes, the Village of Brookfield projected expenditures are indicated in the table below.

Village of Brookfield Cost per year	Year 2014	Year 2015	Year 2016	Year 2017	Total
Option 1 - Replacement with STP- BR Funding	\$ -	\$ 18,000.00	\$ 25,000.00	\$ 266,000.00	\$309,000.00
Option 2 - Rehabilitation	\$15,000.00	\$245,000.00	\$ -	\$ -	\$260,000.00

Ciorba Group is experienced in the entire process of federally funded bridge improvement and can assist the Village with securing the funds and with the engineering for preliminary and final design and construction assistance.

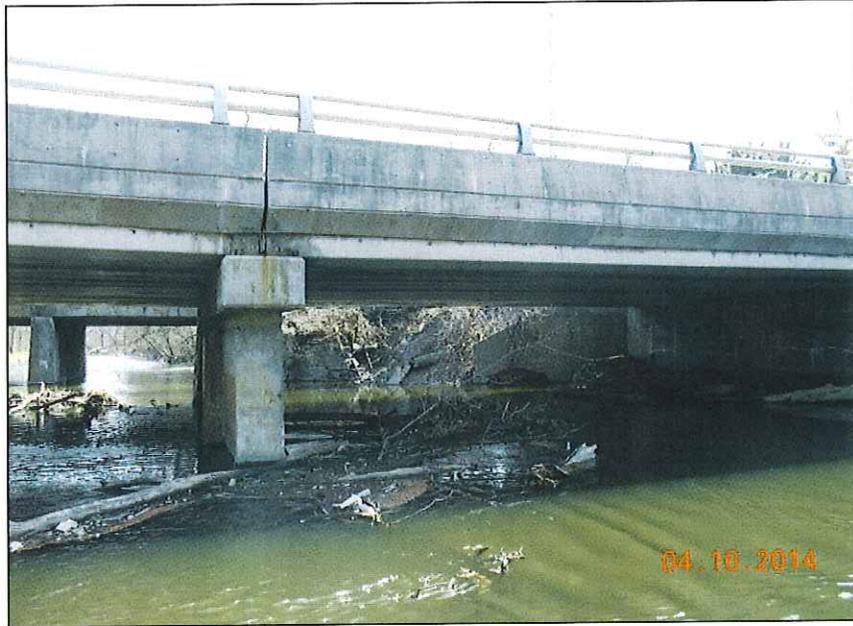


Figure 1. Debris at pier.



Figure 2. Corrosion with strand and rebar exposure.



Figure 3. Deck beam deterioration.



Figure 4. Spalling at pier.



Figure 5. Delamination at abutment.

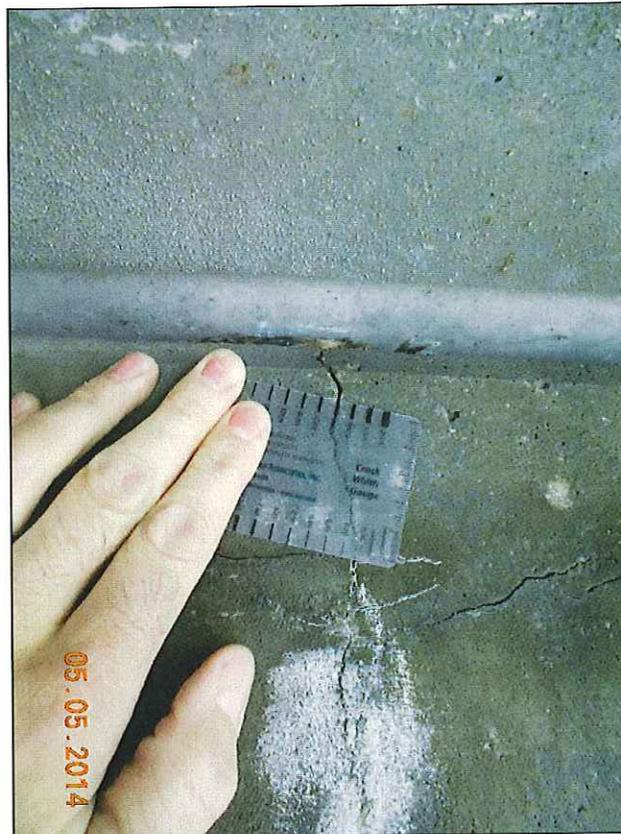


Figure 6. Crack at cantilevered support.



Figure 7. Cracked cantilevered pier cap.

Exhibit 1 - Cost Estimates

Option 1 Complete Replacement Cost Estimate

Proposed single span integral abutment, concrete superstructure
 Cost includes 3% inflation

Item	Year	Total Cost	Village Share 20%
Engineering Phase I	2015-16	\$ 105,000.00	\$ 21,000.00
Engineering Phase II	2016-17	\$ 110,000.00	\$ 22,000.00
Construction Cost (on a per sft basis including contingency)	2017	\$ 1,210,000.00	\$ 242,000.00
Engineering Phase III	2017	\$ 120,000.00	\$ 24,000.00
	Total	\$ 1,545,000.00	\$ 309,000.00
	Federal Participation (80%)	\$ 1,236,000.00	

Option 2 Rehabilitational Cost Estimate

Structural Concrete repair of abutment/pier
 Joint Replacement
 Overlay replacement
 Fiberwrap cantilever section
 Scour countermeasures

Item	Unit	Quantity	Unit Cost	Total Cost
Stone Riprap CL A4	TON	200	\$ 100.0	\$ 20,000.00
Dewatering / Erosion Control	LSUM	1	\$ 25,000.0	\$ 25,000.00
Structural Repair of Concrete (Depth <= 5")	SF	380	\$ 200.0	\$ 76,000.00
HMA Surface Removal (Deck)	SY	320	\$ 25.0	\$ 8,000.00
Waterproofing Membrane System	SY	320	\$ 25.0	\$ 8,000.00
HMA Surface Course, Mix D, N50	TON	30	\$ 200.0	\$ 6,000.00
Fiberwrap repair	LSUM	1	\$ 10,000.0	\$ 10,000.00
Silicone Joint Sealer, 1.5"	FT	40	\$ 50.0	\$ 2,000.00
Polymer Concrete	CF	5	\$ 1,000.0	\$ 5,000.00
Miscellaneous Items	LSUM	1	\$ 10,000.0	\$ 10,000.00
Traffic Control and Protection	LSUM	1	\$ 10,000.0	\$ 10,000.00
Mobilization	LSUM	1	\$ 12,000.0	\$ 15,000.00
	Subtotal			\$ 195,000.00
	Contingency			\$ 25,000.00
	Total Construction			\$ 220,000.00
	Engineering (Design & Contract Documents)			\$ 20,000.00
	Engineering (Construction)			\$ 20,000.00
	Total			\$ 260,000.00





COMMITTEE ITEM MEMO

ITEM: Annual Appropriations Ordinance for Fiscal Year 2015

COMMITTEE DATE: January 12, 2015

PREPARED BY: Doug Cooper, Finance Director

PURPOSE: Approval of the 2015 Appropriations Ordinance

BUDGET AMOUNT: N/A

BACKGROUND:

Attached is the Village's proposed Annual Appropriation Ordinance for fiscal year 2015. The ordinance represents the legal spending authority of the Village for Fiscal Year 2015 and is required by state statute to be adopted by March 31, 2015. It should be noted that although the appropriation ordinance represents the Village's legal spending authority, the Village's Budget, adopted in December, is the basis of the Appropriations Ordinance--the line items contained in the proposed appropriation ordinance are identical to the Village's budget, or \$30,834,175. The Library's appropriation, approved by the Library Board in the amount of \$4,300,000, is included within the appropriations ordinance as required by statute.

The total appropriations for 2015 amount to \$35,134,175.

A public hearing on the proposed appropriation ordinance is required prior to Board adoption and will be held prior to the Regular Board of Trustees meeting on January 26, 2015.

ATTACHMENTS:

Annual Appropriations Ordinance for the Village's Fiscal Year 2015

STAFF RECOMMENDATION:

Staff recommends the adoption of the above Ordinance.

REQUESTED COURSE OF ACTION:

The Board of Trustees will be presented with the formal Ordinance at the January 26th Board of Trustees meeting for Board consideration. A public hearing will be held prior to the start of the Board of Trustees.

VILLAGE OF BROOKFIELD

ORDINANCE NO. 2015-03

**AN ORDINANCE APPROPRIATING FOR ALL CORPORATE PURPOSES FOR THE
VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS FOR THE
FISCAL YEAR BEGINNING JANUARY 1, 2015 AND ENDING DECEMBER 31, 2015**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF BROOKFIELD

THIS 26th DAY OF JANUARY, 2015

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Brookfield,
Cook County, Illinois this
26TH day of January, 2015

ORDINANCE NO. 2015 – 03

**AN ORDINANCE APPROPRIATING FOR ALL CORPORATE PURPOSES FOR THE
VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS FOR THE
FISCAL YEAR BEGINNING JANUARY 1, 2015 AND ENDING DECEMBER 31, 2015**

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

SECTION 1: That the amounts hereinafter set forth, or so much thereof as may be needed or deemed necessary to defray all expenses and liabilities of the Village be and the same are hereby appropriated for general corporate purposes, for police and fire protection, for maintenance of parks and supervised recreation programs, for the collection and disposal of solid waste, for the maintenance of streets, alleys and bridges, for street lighting, for 911 emergency telephone service, for liability insurance purposes, for financial audit purposes, for debt service purposes, for capital improvements to village infrastructure and parks system, for operations, maintenance and improvements of the water and sewer systems, for police and firefighter pension benefits and administration, for library operations, library IMRF pension, library social security, library site and building maintenance and library capital improvements and all other objects and purposes of the Village of Brookfield, Cook County, Illinois as hereinafter specified, for the fiscal year beginning January 1, 2015 and ending December 31, 2015.

SECTION 2: The appropriations herein made for any purpose shall be regarding only as a maximum amount to be expended under the respective appropriation accounts and shall not be construed as a commitment, agreement, obligation or liability of the Village of Brookfield, each such appropriation being subject to further approval as to the expenditures hereof by the corporate authorities.

SECTION 3: That the amount appropriated for each object and purpose shall be as follows:

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VILLAGE OF BROOKFIELD, ILLINOIS
2015 APPROPRIATION
DEPARTMENTAL SUMMARY-TOTAL ESTIMATED REVENUES AND APPROPRIATIONS

Fund / Account	Revenue	Expense	Transfers In (Out) and Other Proceeds	Total
General Fund				
00 General - Nondepartmental	7,837,763.00	\$237,384.00	(1,145,000.00)	6,455,379.00
01 President & Village Board	-	\$70,658.00	-	(70,658.00)
02 Conservation Committee	-	\$900.00	-	(900.00)
03 Fire & Police Commission	-	\$8,650.00	-	(8,650.00)
04 Historical Commission	-	\$0.00	-	-
05 Planning Commission	-	\$2,400.00	-	(2,400.00)
06 Recreation Board	-	\$650.00	-	(650.00)
07 Beautification Commission	-	\$6,410.00	-	(6,410.00)
08 Zoning Board of Appeals	-	\$250.00	-	(250.00)
09 Village Manager	-	\$534,805.00	-	(534,805.00)
10 Legal	-	\$230,000.00	-	(230,000.00)
11 Finance Department	-	\$694,069.00	-	(694,069.00)
13 Community and Economic Developr	409,065.00	\$549,788.00	-	(140,723.00)
14 Information Services Department	-	\$416,000.00	-	(416,000.00)
17 Federal Seized Assets	10,060.00	\$10,000.00	-	60.00
18 State Seized Assets/ Forfeiture	5,030.00	\$5,000.00	-	30.00
19 E-911	210,000.00	\$203,952.00	-	6,048.00
20 Police Department	4,017,211.00	\$5,624,106.00	-	(1,606,895.00)
25 Fire Department	3,545,426.00	\$3,955,432.00	-	(410,006.00)
31 Building Maintenance	-	\$159,000.00	-	(159,000.00)
32 Rail Station Maintenance	79,000.00	\$7,200.00	-	71,800.00
33 Forestry	-	\$296,200.00	-	(296,200.00)
34 Vehicle Maintenance	3,000.00	\$291,050.00	-	(288,050.00)
35 Parks Maintenance	-	\$20,700.00	-	(20,700.00)
36 Street Maintenance	563,905.00	\$425,700.00	-	138,205.00
30 Public Works Administrative	-	\$1,521,709.00	-	(1,521,709.00)
41 Youth Recreation Program	45,000.00	\$1,700.00	-	43,300.00
42 Youth Sports Program	150.00	\$0.00	-	150.00
43 Summer Camp Program	32,900.00	\$9,200.00	-	23,700.00
44 Adult Teen Recreation Program	1,000.00	\$0.00	-	1,000.00
45 Adult Teen Sports Program	6,400.00	\$0.00	-	6,400.00
46 Recreation Outings	-	\$0.00	-	-
47 Co-operative Recreation Programs	16,500.00	\$20,000.00	-	(3,500.00)
48 Contract Programs	28,200.00	\$28,000.00	-	200.00
50 Community Events	8,100.00	\$9,600.00	-	(1,500.00)
52 4th of July Event	-	\$10,900.00	-	(10,900.00)
40 Parks & Recreation Administrative	7,000.00	\$306,677.00	-	(299,677.00)
Total - General Fund	16,825,710.00	15,658,090.00	(1,145,000.00)	22,620.00
11 Motor Fuel Tax	460,000.00	\$7,000.00	(500,000.00)	(47,000.00)
14 Congress Park TIF	-	\$6,500.00	-	(6,500.00)
15 Ogden Ave. TIF	-	\$10,200.00	-	(10,200.00)
16 Hotel Motel Tax Fund	12,000.00	\$0.00	-	12,000.00
31 Debt Service Fund	60,269.00	\$1,220,323.00	1,158,054.00	(2,000.00)

VILLAGE OF BROOKFIELD, ILLINOIS
 2015 APPROPRIATION
 DEPARTMENTAL SUMMARY-TOTAL ESTIMATED REVENUES AND APPROPRIATIONS

Fund / Account	Revenue	Expense	Transfers In (Out) and Other Proceeds	Total
41 Equipment Replacement Fund	-	\$0.00	-	-
42 Infrastructure Project Fund	156,000.00	\$1,176,000.00	800,000.00	(220,000.00)
43 Parks Project Fund	80,000.00	\$97,500.00	-	(17,500.00)
61 Water & Sewer Fund	8,202,500.00	\$7,555,334.00	(633,054.00)	14,112.00
62 Garbage Fund	2,230,642.00	\$1,966,037.00	-	264,605.00
81 Police Pension Fund	2,876,148.00	\$2,066,374.00	-	809,774.00
82 Firefighters Pension	1,810,095.00	\$970,817.00	-	839,278.00
85 Special Assessment Fund	100,160.00	\$100,000.00		160.00
Total	32,813,524.00	30,834,175.00	(320,000.00)	1,659,349.00

VILLAGE OF BROOKFIELD
2015 APPROPRIATION
ESTIMATED REVENUES-ALL FUNDS

	01	11	14	15	16	31	41	42	43	61	62	81	82	85	Total	
	General Fund	Motor Fuel Tax Fund	Congress Park TIF	Ogden Ave. TIF	Hotel/ Motel Tax Fund	Debt Service Fund	Equipment Rplcmt. Fund	Infra-structure Project Fund	Park Project Fund	Water and Sewer Fund	Garbage Fund	Police Pension Fund	Firefighters Pension Fund	Special Asst. Fund	Library Fund	All Funds
Revenues	\$ 8,517,782	\$ -	\$ -	\$ -	\$ -	\$ 59,769	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,490,000	\$ 10,767,551
Property taxes	1,635,993	-	-	-	12,000	-	-	-	-	-	-	-	-	-	12,000	1,659,993
Other Local Taxes	210,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	210,000
E-911 Taxes	4,007,500	480,000	-	-	-	-	-	-	-	-	-	-	-	-	-	4,487,500
Intergovernmental	1,247,355	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,247,355
Licenses Permits and Fees	509,040	-	-	-	-	-	-	-	-	6,565,500	2,229,642	-	-	-	-	9,324,182
Charges for Services	138,250	-	-	-	-	-	-	-	-	-	-	-	-	-	-	138,250
Recreation Programs	39,400	-	-	-	-	-	-	-	-	-	-	-	-	-	-	39,400
Rent	430,100	-	-	-	-	-	-	-	-	115,000	-	-	-	-	23,000	568,100
Fines	15,000	-	-	-	-	-	-	156,000	60,000	1,500,000	-	-	-	-	19,000	1,750,000
Other Governmental Revenues	2,290	-	-	-	-	500	-	-	-	2,000	1,000	1,368,608	805,383	160	3,000	2,172,941
Interest	43,000	-	-	-	-	-	-	-	-	-	-	1,517,540	1,004,712	-	-	43,000
Reimbursements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pension Contributions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Special Assessment Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Revenue	30,000	-	-	-	-	-	-	-	20,000	-	-	-	-	100,000	-	100,000
Total Revenues	16,925,710	460,000	-	-	12,000	60,269	-	155,000	80,000	8,202,500	2,230,642	2,876,148	1,810,095	100,160	2,245,000	35,061,524

Village of Brookfield

2015 APPROPRIATIONS BY DIVISION BY ACCOUNT

FUND/DIVISION/ACCOUNT	AMOUNT
Fund: 01 - GENERAL FUND	
Division: 00 - NON-DIVISION	
5900 - Contingency	
5910 CONTINGENCIES	237,384.00
Account Classification Total: 5900 - Contingency \$237,384.00	
Department Total: 00 - NON-DEPARTMENTAL \$237,384.00	
Department: 01 - BOARDS AND COMMISSIONS	
Division: 01 - PRESIDENT AND VILLAGE BOARD	
PS - Personal Services	
5010 SALARY-ELECTED & APPOINTED OFFICIALS	44,480.00
5110 EMPLOYER FICA/MEDICARE	3,401.00
5120 EMPLOYER IMRF	877.00
Account Classification Total: PS - Personal Services \$48,758.00	
CS - Contractual Services	
5410 ADVERTISING & LEGAL PUBLICATION	200.00
5490 INTERGOVERNMENTAL FEES & DUES	15,000.00
5540 PRINTING & COPYING SERVICES	3,000.00
5550 PROFESSIONAL ASSOCIATIONS	1,000.00
Account Classification Total: CS - Contractual Services \$19,200.00	
5600 - Commodities	
5680 POSTAGE	400.00
5690 PROGRAM SUPPLIES	0.00
5720 STATIONERY	100.00
5799 OTHER MATERIALS & SUPPLIES	500.00
Account Classification Total: 5600 - Commodities \$1,000.00	
5800 - Travel	
5810 CONFERENCE & MEETING REGISTRATION	1,200.00
5820 LOCAL MILEAGE,PARKING & TOLLS	0.00
5830 LODGING	0.00
5840 MEALS	500.00
Account Classification Total: 5800 - Travel \$1,700.00	
5900 - Contingency	
5910 CONTINGENCIES	0.00
Account Classification Total: 5900 - Contingency \$0.00	
Division Total: 01 - PRESIDENT AND VILLAGE BOARD \$70,658.00	
Division: 02 - CONSERVATION COMMISSION	
CS - Contractual Services	
5560 PURCHASED PROGRAM SERVICES	400.00
5590 TRAINING	0.00
5599 OTHER CONTRACTURAL	0.00
Account Classification Total: CS - Contractual Services \$400.00	
5600 - Commodities	
5690 PROGRAM SUPPLIES	500.00
5799 OTHER MATERIALS & SUPPLIES	0.00
Account Classification Total: 5600 - Commodities \$500.00	
Division Total: 02 - CONSERVATION COMMISSION \$900.00	
Division: 03 - FIRE AND POLICE COMMISSION	
CS - Contractual Services	
5270 LEGAL-REVIEW	0.00
5280 MEDICAL	0.00
5299 OTHER PROFESSIONAL SERVICES	6,500.00
5410 ADVERTISING & LEGAL PUBLICATION	600.00
5490 INTERGOVERNMENTAL FEES & DUES	0.00

Village of Brookfield

2015 APPROPRIATIONS BY DIVISION BY ACCOUNT

FUND/DIVISION/ACCOUNT	AMOUNT
5540 PRINTING & COPYING SERVICES	0.00
5550 PROFESSIONAL ASSOCIATIONS	900.00
5560 PURCHASED PROGRAM SERVICES	0.00
5590 TRAINING	0.00
5599 OTHER CONTRACTURAL	0.00
Account Classification Total: CS - Contractual Services	\$8,000.00
5600 - Commodities	
5615 BOOKS & PUBLICATIONS	0.00
5625 CONCESSIONS & FOOD	250.00
5670 OFFICE SUPPLIES	0.00
5680 POSTAGE	0.00
5690 PROGRAM SUPPLIES	0.00
5799 OTHER MATERIALS & SUPPLIES	400.00
Account Classification Total: 5600 - Commodities	\$650.00
Division Total: 03 - FIRE AND POLICE COMMISSION	\$8,650.00
Division: 04 - HISTORICAL COMMISSION	
CS - Contractual Services	
5599 OTHER CONTRACTURAL	0.00
Account Classification Total: CS - Contractual Services	\$0.00
5600 - Commodities	
5799 OTHER MATERIALS & SUPPLIES	0.00
Account Classification Total: 5600 - Commodities	\$0.00
Division Total: 04 - HISTORICAL COMMISSION	\$0.00
Division: 05 - PLAN COMMISSION	
CS - Contractual Services	
5270 LEGAL-REVIEW	1,000.00
5280 MEDICAL	0.00
5299 OTHER PROFESSIONAL SERVICES	750.00
5410 ADVERTISING & LEGAL PUBLICATION	250.00
5490 INTERGOVERNMENTAL FEES & DUES	0.00
5540 PRINTING & COPYING SERVICES	0.00
5550 PROFESSIONAL ASSOCIATIONS	0.00
5560 PURCHASED PROGRAM SERVICES	0.00
5590 TRAINING	200.00
5599 OTHER CONTRACTURAL	0.00
Account Classification Total: CS - Contractual Services	\$2,200.00
5600 - Commodities	
5615 BOOKS & PUBLICATIONS	200.00
5799 OTHER MATERIALS & SUPPLIES	0.00
Account Classification Total: 5600 - Commodities	\$200.00
Division Total: 05 - PLAN COMMISSION	\$2,400.00
Division: 06 - RECREATION BOARD	
CS - Contractual Services	
5599 OTHER CONTRACTURAL	0.00
Account Classification Total: CS - Contractual Services	\$0.00
5600 - Commodities	
5680 POSTAGE	0.00
5690 PROGRAM SUPPLIES	100.00
5799 OTHER MATERIALS & SUPPLIES	100.00
Account Classification Total: 5600 - Commodities	\$200.00
5800 - Travel	
5810 CONFERENCE & MEETING REGISTRATION	450.00
Account Classification Total: 5800 - Travel	\$450.00

Village of Brookfield

2015 APPROPRIATIONS BY DIVISION BY ACCOUNT

FUND/DIVISION/ACCOUNT	AMOUNT
Division Total: 06 - RECREATION BOARD	
\$650.00	
Division: 07 - BEAUTIFICATION COMMISSION	
CS - Contractual Services	
5410	ADVERTISING & LEGAL PUBLICATION 400.00
5475	FORESTRY & LANDSCAPING SERVICES 500.00
5490	INTERGOVERNMENTAL FEES & DUES 0.00
5540	PRINTING & COPYING SERVICES 350.00
5550	PROFESSIONAL ASSOCIATIONS 0.00
Account Classification Total: CS - Contractual Services	
\$1,250.00	
5600 - Commodities	
5625	CONCESSIONS & FOOD 300.00
5655	LANDSCAPING & PLANTING SUPPLIES 1,000.00
5670	OFFICE SUPPLIES 60.00
5690	PROGRAM SUPPLIES 3,800.00
5799	OTHER MATERIALS & SUPPLIES 0.00
Account Classification Total: 5600 - Commodities	
\$5,160.00	
Division Total: 07 - BEAUTIFICATION COMMISSION	
\$6,410.00	
Division: 09 - ZBA	
CS - Contractual Services	
5410	ADVERTISING & LEGAL PUBLICATION 250.00
5599	OTHER CONTRACTURAL 0.00
Account Classification Total: CS - Contractual Services	
\$250.00	
5600 - Commodities	
5799	OTHER MATERIALS & SUPPLIES 0.00
Account Classification Total: 5600 - Commodities	
\$0.00	
Division Total: 09 - ZBA	
\$250.00	
Department Total: 01 - BOARDS AND COMMISSIONS	
\$89,918.00	
Department: 10 - MANAGER AND ADMINISTRATION	
Division: 00 - NON-DIVISION	
PS - Personal Services	
5020	WAGES-FULL TIME SALARIED 302,772.00
5025	WAGES-FULL TIME HOURLY 0.00
5030	WAGES-PART TIME HOURLY 6,000.00
5050	WAGES-BONUS PROGRAM 0.00
5065	TUITION REIMBURSEMENT 12,000.00
5099	OTHER COMPENSATION 0.00
5110	EMPLOYER FICA/MEDICARE 20,365.00
5120	EMPLOYER IMRF 50,969.00
5140	INSURANCE-GROUP LIFE & AD&D 1,700.00
5150	INSURANCE-GROUP MEDICAL 54,599.00
5160	INSURANCE-GROUP DENTAL 3,500.00
5190	INSURANCE-UNEMPLOYMENT 1,600.00
Account Classification Total: PS - Personal Services	
\$453,505.00	
CS - Contractual Services	
5280	MEDICAL 2,000.00
5299	OTHER PROFESSIONAL SERVICES 5,000.00
5340	R & M-POLICE EQUIPMENT 0.00
5350	R & M-OFFICE EQUIPMENT 13,000.00
5399	R & M-OTHER EQUIPMENT 0.00
5410	ADVERTISING & LEGAL PUBLICATION 2,000.00
5470	FACILITY RENTAL 0.00
5490	INTERGOVERNMENTAL FEES & DUES 15,000.00
5530	ORDINANCE CODIFICATION 5,000.00

Village of Brookfield

2015 APPROPRIATIONS BY DIVISION BY ACCOUNT

FUND/DIVISION/ACCOUNT	AMOUNT
5540 PRINTING & COPYING SERVICES	4,000.00
5550 PROFESSIONAL ASSOCIATIONS	3,500.00
5560 PURCHASED PROGRAM SERVICES	2,000.00
5590 TRAINING	500.00
5599 OTHER CONTRACTURAL	0.00
Account Classification Total: CS - Contractual Services	\$52,000.00
5600 - Commodities	
5625 CONCESSIONS & FOOD	500.00
5670 OFFICE SUPPLIES	8,500.00
5680 POSTAGE	12,600.00
5690 PROGRAM SUPPLIES	700.00
5720 STATIONERY	800.00
5799 OTHER MATERIALS & SUPPLIES	0.00
Account Classification Total: 5600 - Commodities	\$23,100.00
5800 - Travel	
5810 CONFERENCE & MEETING REGISTRATION	2,000.00
5830 LODGING	1,200.00
5840 MEALS	3,000.00
Account Classification Total: 5800 - Travel	\$6,200.00
5900 - Contingency	
5910 CONTINGENCIES	0.00
Account Classification Total: 5900 - Contingency	\$0.00
Division Total: 00 - NON-DIVISION \$534,805.00	
Department Total: 10 - MANAGER AND ADMINISTRATION \$534,805.00	
Department: 11 - LEGAL	
Division: 00 - NON-DIVISION	
CS - Contractual Services	
5220 CONSULTING	0.00
5250 LEGAL-PROSECUTION	40,000.00
5260 LEGAL-LITIGATION	40,000.00
5270 LEGAL-REVIEW	150,000.00
5299 OTHER PROFESSIONAL SERVICES	0.00
Account Classification Total: CS - Contractual Services	\$230,000.00
Division Total: 00 - NON-DIVISION \$230,000.00	
Department Total: 11 - LEGAL \$230,000.00	
Department: 12 - FINANCE	
Division: 00 - NON-DIVISION	
PS - Personal Services	
5020 WAGES-FULL TIME SALARIED	112,000.00
5025 WAGES-FULL TIME HOURLY	18,540.00
5030 WAGES-PART TIME HOURLY	2,000.00
5035 WAGES-SEASONAL HOURLY	0.00
5040 WAGES-OVERTIME 1.5X	1,000.00
5065 TUITION REIMBURSEMENT	0.00
5099 OTHER COMPENSATION	0.00
5110 EMPLOYER FICA/MEDICARE	11,089.00
5120 EMPLOYER IMRF	28,626.00
5140 INSURANCE-GROUP LIFE & AD&D	90.00
5150 INSURANCE-GROUP MEDICAL	23,764.00
5160 INSURANCE-GROUP DENTAL	1,560.00
Account Classification Total: PS - Personal Services	\$198,669.00
CS - Contractual Services	
5210 AUDIT	29,250.00
5220 CONSULTING	10,000.00

Village of Brookfield

2015 APPROPRIATIONS BY DIVISION BY ACCOUNT

FUND/DIVISION/ACCOUNT	AMOUNT	
5410	ADVERTISING & LEGAL PUBLICATION	1,500.00
5435	BANK SERVICE CHARGES	40,000.00
5520	LIABILITY INSURANCE	405,000.00
5540	PRINTING & COPYING SERVICES	200.00
5550	PROFESSIONAL ASSOCIATIONS	1,500.00
5560	PURCHASED PROGRAM SERVICES	200.00
5590	TRAINING	300.00
5599	OTHER CONTRACTURAL	500.00
Account Classification Total: CS - Contractual Services		\$488,450.00
5600 - Commodities		
5615	BOOKS & PUBLICATIONS	100.00
5620	COMPUTER SUPPLIES	0.00
5630	COPIER SUPPLIES	0.00
5670	OFFICE SUPPLIES	2,000.00
5680	POSTAGE	100.00
5690	PROGRAM SUPPLIES	0.00
5799	OTHER MATERIALS & SUPPLIES	100.00
Account Classification Total: 5600 - Commodities		\$2,300.00
5800 - Travel		
5810	CONFERENCE & MEETING REGISTRATION	3,000.00
5820	LOCAL MILEAGE,PARKING & TOLLS	150.00
5830	LODGING	900.00
5840	MEALS	50.00
5850	PURCHASED TRANSPORTATION	550.00
Account Classification Total: 5800 - Travel		\$4,650.00
5900 - Contingency		
5910	CONTINGENCIES	0.00
5920	PROPERTY DAMAGE	0.00
Account Classification Total: 5900 - Contingency		\$0.00
Division Total: 00 - NON-DIVISION		\$694,069.00
Department Total: 12 - FINANCE		\$694,069.00
Department: 13 - COMMUNITY AND ECON DEVELOPMENT		
Division: 00 - NON-DIVISION		
PS - Personal Services		
5020	WAGES-FULL TIME SALARIED	185,530.00
5025	WAGES-FULL TIME HOURLY	161,198.00
5030	WAGES-PART TIME HOURLY	35,000.00
5035	WAGES-SEASONAL HOURLY	0.00
5040	WAGES-OVERTIME 1.5X	10,000.00
5065	TUITION REIMBURSEMENT	0.00
5110	EMPLOYER FICA/MEDICARE	30,541.00
5120	EMPLOYER IMRF	36,714.00
5140	INSURANCE-GROUP LIFE & AD&D	780.00
5150	INSURANCE-GROUP MEDICAL	21,468.00
5160	INSURANCE-GROUP DENTAL	2,107.00
5170	INSURANCE-SUPPLEMENTAL VISION	0.00
5180	INSURANCE-WORKERS COMPENSATION	0.00
5190	INSURANCE-UNEMPLOYMENT	2,000.00
	COMPENSATION	
5199	OTHER BENEFITS	0.00
Account Classification Total: PS - Personal Services		\$485,338.00
CS - Contractual Services		
5280	MEDICAL	200.00
5299	OTHER PROFESSIONAL SERVICES	35,000.00
5410	ADVERTISING & LEGAL PUBLICATION	800.00
5540	PRINTING & COPYING SERVICES	500.00
5550	PROFESSIONAL ASSOCIATIONS	2,000.00

Village of Brookfield

2015 APPROPRIATIONS BY DIVISION BY ACCOUNT

FUND/DIVISION/ACCOUNT	AMOUNT
5560 PURCHASED PROGRAM SERVICES	20,000.00
5590 TRAINING	1,500.00
5599 OTHER CONTRACTURAL	0.00
Account Classification Total: CS - Contractual Services	\$60,000.00
5600 - Commodities	
5615 BOOKS & PUBLICATIONS	200.00
5670 OFFICE SUPPLIES	1,000.00
5765 UNIFORMS	0.00
Account Classification Total: 5600 - Commodities	\$1,200.00
5800 - Travel	
5810 CONFERENCE & MEETING REGISTRATION	2,000.00
5820 LOCAL MILEAGE,PARKING & TOLLS	0.00
5830 LODGING	500.00
5840 MEALS	250.00
5850 PURCHASED TRANSPORTATION	500.00
Account Classification Total: 5800 - Travel	\$3,250.00
5900 - Contingency	
5910 CONTINGENCIES	0.00
5995 OTHER CONTINGENCIES	0.00
Account Classification Total: 5900 - Contingency	\$0.00
Division Total: 00 - NON-DIVISION \$549,788.00	
Department Total: 13 - COMMUNITY AND ECON DEVELOPMENT \$549,788.00	
Department: 14 - INFORMATION TECHNOLOGY	
Division: 00 - NON-DIVISION	
CS - Contractual Services	
5220 CONSULTING	0.00
5230 DATA PROCESSING	65,000.00
5505 ISP AND DATA SERVICES	30,000.00
5540 PRINTING & COPYING SERVICES	0.00
5550 PROFESSIONAL ASSOCIATIONS	0.00
5560 PURCHASED PROGRAM SERVICES	20,000.00
5580 TELEPHONE-LOCAL,LD,WIRELESS,PAGER	250,000.00
5590 TRAINING	500.00
5595 UTILITIES LOCATION SERVICES	0.00
5599 OTHER CONTRACTURAL	0.00
Account Classification Total: CS - Contractual Services	\$365,500.00
5600 - Commodities	
5615 BOOKS & PUBLICATIONS	0.00
5620 COMPUTER SUPPLIES	500.00
5630 COPIER SUPPLIES	0.00
Account Classification Total: 5600 - Commodities	\$500.00
6000 - CAPITAL OUTLAY EXPENDITURES	
6530 EQUIPMENT - DATA PROCESSING	50,000.00
6599 EQUIPMENT - OTHER	0.00
Account Classification Total: 6000 - CAPITAL OUTLAY EXPENDITURES	\$50,000.00
Division Total: 00 - NON-DIVISION \$416,000.00	
Department Total: 14 - INFORMATION TECHNOLOGY \$416,000.00	
Department: 17 - FEDERAL SEIZED ASSETS	
Division: 00 - NON-DIVISION	
6000 - CAPITAL OUTLAY EXPENDITURES	
6570 EQUIPMENT - PUBLIC SAFETY	10,000.00
Account Classification Total: 6000 - CAPITAL OUTLAY EXPENDITURES	\$10,000.00

Village of Brookfield

2015 APPROPRIATIONS BY DIVISION BY ACCOUNT

FUND/DIVISION/ACCOUNT	AMOUNT
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Division Total: 00 - NON-DIVISION	\$10,000.00
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Department Total: 17 - FEDERAL SEIZED ASSETS	\$10,000.00
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Department: 18 - STATE SEIZED ASSETS/FORFEITURE

Division: 00 - NON-DIVISION

CS - Contractual Services

5550	PROFESSIONAL ASSOCIATIONS	0.00
5560	PURCHASED PROGRAM SERVICES	5,000.00

Account Classification Total: CS - Contractual Services	\$5,000.00
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5600 - Commodities

5765	UNIFORMS	0.00
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Account Classification Total: 5600 - Commodities	\$0.00
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5800 - Travel

5850	PURCHASED TRANSPORTATION	0.00
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Account Classification Total: 5800 - Travel	\$0.00
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Division Total: 00 - NON-DIVISION	\$5,000.00
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Department Total: 18 - STATE SEIZED ASSETS/FORFEITURE	\$5,000.00
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Department: 19 - E-911

Division: 00 - NON-DIVISION

PS - Personal Services

5020	WAGES-FULL TIME SALARIED	0.00
5025	WAGES-FULL TIME HOURLY	138,982.00
5030	WAGES-PART TIME HOURLY	0.00
5040	WAGES-OVERTIME 1.5X	0.00
5045	WAGES-OVERTIME 2X	0.00
5070	UNIFORM ALLOWANCE	0.00
5110	EMPLOYER FICA/MEDICARE	11,413.00
5120	EMPLOYER IMRF	17,202.00
5130	EMPLOYER POLICE/FIRE PENSION	0.00
5140	INSURANCE-GROUP LIFE & AD&D	182.00
5150	INSURANCE-GROUP MEDICAL	33,293.00
5160	INSURANCE-GROUP DENTAL	1,880.00
5170	INSURANCE-SUPPLEMENTAL VISION	0.00
5180	INSURANCE-WORKERS COMPENSATION	0.00
5190	INSURANCE-UNEMPLOYMENT	1,000.00

Account Classification Total: PS - Personal Services	\$203,952.00
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5600 - Commodities

5620	COMPUTER SUPPLIES	0.00
5630	COPIER SUPPLIES	0.00
5670	OFFICE SUPPLIES	0.00
5690	PROGRAM SUPPLIES	0.00
5710	SERVICE & REPAIR PARTS	0.00
5765	UNIFORMS	0.00

Account Classification Total: 5600 - Commodities	\$0.00
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Division Total: 00 - NON-DIVISION	\$203,952.00
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Department Total: 19 - E-911	\$203,952.00
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Department: 20 - POLICE DEPARTMENT

Division: 00 - NON-DIVISION

PS - Personal Services

5020	WAGES-FULL TIME SALARIED	444,799.00
5025	WAGES-FULL TIME HOURLY	2,434,939.00

Village of Brookfield

2015 APPROPRIATIONS BY DIVISION BY ACCOUNT

FUND/DIVISION/ACCOUNT	AMOUNT	
5030	WAGES-PART TIME HOURLY	165,000.00
5035	WAGES-SEASONAL HOURLY	0.00
5040	WAGES-OVERTIME 1.5X	283,000.00
5045	WAGES-OVERTIME 2X	0.00
5050	WAGES-BONUS PROGRAM	0.00
5065	TUITION REIMBURSEMENT	50,000.00
5080	PENSION-REGULAR	1,257,036.00
5099	OTHER COMPENSATION	13,000.00
5110	EMPLOYER FICA/MEDICARE	68,752.00
5120	EMPLOYER IMRF	19,577.00
5130	EMPLOYER POLICE/FIRE PENSION	0.00
5140	INSURANCE-GROUP LIFE & AD&D	2,600.00
5150	INSURANCE-GROUP MEDICAL	542,875.00
5160	INSURANCE-GROUP DENTAL	47,678.00
5170	INSURANCE-SUPPLEMENTAL VISION	3,100.00
5180	INSURANCE-WORKERS COMPENSATION	0.00
5190	INSURANCE-UNEMPLOYMENT	15,000.00
	COMPENSATION	
5199	OTHER BENEFITS	0.00
Account Classification Total: PS - Personal Services		\$5,347,356.00
CS - Contractual Services		
5280	MEDICAL	2,000.00
5299	OTHER PROFESSIONAL SERVICES	4,000.00
5310	R & M-COMMUNICATIONS EQUIPMENT	35,000.00
5320	R & M-DATA PROCESSING EQUIPMENT	16,750.00
5340	R & M-POLICE EQUIPMENT	5,000.00
5350	R & M-OFFICE EQUIPMENT	10,000.00
5380	R & M-VEHICLES	20,000.00
5399	R & M-OTHER EQUIPMENT	1,000.00
5490	INTERGOVERNMENTAL FEES & DUES	20,000.00
5515	LAUNDRY SERVICES	750.00
5540	PRINTING & COPYING SERVICES	5,000.00
5550	PROFESSIONAL ASSOCIATIONS	1,000.00
5560	PURCHASED PROGRAM SERVICES	25,000.00
5590	TRAINING	10,000.00
5599	OTHER CONTRACTURAL	0.00
Account Classification Total: CS - Contractual Services		\$155,500.00
5600 - Commodities		
5605	AMMUNITION & RANGE SUPPLIES	7,000.00
5610	AWARDS	500.00
5615	BOOKS & PUBLICATIONS	1,500.00
5620	COMPUTER SUPPLIES	0.00
5625	CONCESSIONS & FOOD	1,500.00
5630	COPIER SUPPLIES	0.00
5650	FUEL	800.00
5670	OFFICE SUPPLIES	3,500.00
5675	POLICE SUPPLIES	2,500.00
5680	POSTAGE	100.00
5690	PROGRAM SUPPLIES	500.00
5710	SERVICE & REPAIR PARTS	0.00
5715	SMALL TOOLS	0.00
5720	STATIONERY	0.00
5760	TRAINING SUPPLIES	0.00
5765	UNIFORMS	18,000.00
5799	OTHER MATERIALS & SUPPLIES	200.00
Account Classification Total: 5600 - Commodities		\$36,100.00
5800 - Travel		
5810	CONFERENCE & MEETING REGISTRATION	1,700.00
5820	LOCAL MILEAGE,PARKING & TOLLS	250.00
5830	LODGING	2,500.00
5840	MEALS	1,200.00

Village of Brookfield

2015 APPROPRIATIONS BY DIVISION BY ACCOUNT

FUND/DIVISION/ACCOUNT	AMOUNT
5850 PURCHASED TRANSPORTATION	1,500.00
Account Classification Total: 5800 - Travel	\$7,150.00
5900 - Contingency	
5910 CONTINGENCIES	0.00
5920 PROPERTY DAMAGE	0.00
5995 OTHER CONTINGENCIES	0.00
Account Classification Total: 5900 - Contingency	\$0.00
6000 - CAPITAL OUTLAY EXPENDITURES	
6200 BLDG ACQUISITION/CONSTRUCT/IMPROVE	10,000.00
6510 EQUIPMENT - COMMUNICATIONS	0.00
6550 EQUIPMENT - OFFICE	0.00
6570 EQUIPMENT - PUBLIC SAFETY	8,000.00
6580 EQUIPMENT - VEHICLES	60,000.00
6599 EQUIPMENT - OTHER	0.00
Account Classification Total: 6000 - CAPITAL OUTLAY EXPENDITURES	\$78,000.00
Division Total: 00 - NON-DIVISION \$5,624,106.00	
Department Total: 20 - POLICE DEPARTMENT \$5,624,106.00	
Department: 25 - FIRE DEPARTMENT	
Division: 00 - NON-DIVISION	
PS - Personal Services	
5020 WAGES-FULL TIME SALARIED	112,134.00
5025 WAGES-FULL TIME HOURLY	2,085,915.00
5030 WAGES-PART TIME HOURLY	0.00
5035 WAGES-SEASONAL HOURLY	0.00
5040 WAGES-OVERTIME 1.5X	275,000.00
5055 WAGES-SPECIAL DETAIL	0.00
5065 TUITION REIMBURSEMENT	20,000.00
5070 UNIFORM ALLOWANCE	0.00
5080 PENSION-REGULAR	804,376.00
5110 EMPLOYER FICA/MEDICARE	37,652.00
5120 EMPLOYER IMRF	0.00
5130 EMPLOYER POLICE/FIRE PENSION	0.00
5140 INSURANCE-GROUP LIFE & AD&D	1,935.00
5150 INSURANCE-GROUP MEDICAL	362,130.00
5160 INSURANCE-GROUP DENTAL	29,240.00
5170 INSURANCE-SUPPLEMENTAL VISION	0.00
5180 INSURANCE-WORKERS COMPENSATION	0.00
5190 INSURANCE-UNEMPLOYMENT	8,000.00
5199 OTHER BENEFITS	23,750.00
Account Classification Total: PS - Personal Services	\$3,760,132.00
CS - Contractual Services	
5220 CONSULTING	0.00
5230 DATA PROCESSING	0.00
5280 MEDICAL	10,000.00
5299 OTHER PROFESSIONAL SERVICES	0.00
5305 R & M-BUILDINGS	15,000.00
5310 R & M-COMMUNICATIONS EQUIPMENT	5,000.00
5320 R & M-DATA PROCESSING EQUIPMENT	0.00
5330 R & M-FIRE & EMS EQUIPMENT	8,000.00
5350 R & M-OFFICE EQUIPMENT	5,500.00
5380 R & M-VEHICLES	500.00
5399 R & M-OTHER EQUIPMENT	5,000.00
5410 ADVERTISING & LEGAL PUBLICATION	0.00
5420 AMBULANCE & EMS SERVICE	0.00
5430 BILLING & COLLECTION SERVICE	9,000.00
5450 CONTRACT LABOR	0.00
5460 EQUIPMENT RENTAL	0.00

Village of Brookfield

2015 APPROPRIATIONS BY DIVISION BY ACCOUNT

FUND/DIVISION/ACCOUNT	AMOUNT
5490 INTERGOVERNMENTAL FEES & DUES	10,000.00
5510 JANITORIAL	5,000.00
5540 PRINTING & COPYING SERVICES	200.00
5550 PROFESSIONAL ASSOCIATIONS	500.00
5560 PURCHASED PROGRAM SERVICES	10,000.00
5580 TELEPHONE-LOCAL,LD,WIRELESS,PAGER	0.00
5590 TRAINING	500.00
Account Classification Total: CS - Contractual Services	\$84,200.00
5600 - Commodities	
5615 BOOKS & PUBLICATIONS	500.00
5620 COMPUTER SUPPLIES	1,000.00
5625 CONCESSIONS & FOOD	1,000.00
5630 COPIER SUPPLIES	200.00
5640 EMS SUPPLIES	12,000.00
5645 FIREFIGHTING SUPPLIES	3,000.00
5670 OFFICE SUPPLIES	1,000.00
5680 POSTAGE	100.00
5690 PROGRAM SUPPLIES	5,000.00
5710 SERVICE & REPAIR PARTS	500.00
5715 SMALL TOOLS	500.00
5720 STATIONERY	0.00
5760 TRAINING SUPPLIES	1,000.00
5765 UNIFORMS	20,000.00
5799 OTHER MATERIALS & SUPPLIES	300.00
Account Classification Total: 5600 - Commodities	\$46,100.00
5800 - Travel	
5810 CONFERENCE & MEETING REGISTRATION	1,500.00
5820 LOCAL MILEAGE,PARKING & TOLLS	500.00
5830 LODGING	2,000.00
5840 MEALS	1,000.00
5850 PURCHASED TRANSPORTATION	0.00
Account Classification Total: 5800 - Travel	\$5,000.00
5900 - Contingency	
5910 CONTINGENCIES	0.00
Account Classification Total: 5900 - Contingency	\$0.00
6000 - CAPITAL OUTLAY EXPENDITURES	
6510 EQUIPMENT - COMMUNICATIONS	0.00
6570 EQUIPMENT - PUBLIC SAFETY	60,000.00
Account Classification Total: 6000 - CAPITAL OUTLAY EXPENDITURES	\$60,000.00
Division Total: 00 - NON-DIVISION \$3,955,432.00	
Department Total: 25 - FIRE DEPARTMENT \$3,955,432.00	
Department: 30 - PUBLIC WORKS	
Division: 31 - BUILDING MAINTENANCE	
CS - Contractual Services	
5299 OTHER PROFESSIONAL SERVICES	0.00
5305 R & M-BUILDINGS	50,000.00
5399 R & M-OTHER EQUIPMENT	1,000.00
5475 FORESTRY & LANDSCAPING SERVICES	1,000.00
Account Classification Total: CS - Contractual Services	\$52,000.00
5600 - Commodities	
5655 LANDSCAPING & PLANTING SUPPLIES	0.00
5690 PROGRAM SUPPLIES	1,000.00
5770 UTILITIES-VILLAGE BUILDINGS	6,000.00
5799 OTHER MATERIALS & SUPPLIES	0.00
Account Classification Total: 5600 - Commodities	\$7,000.00

Village of Brookfield

2015 APPROPRIATIONS BY DIVISION BY ACCOUNT

FUND/DIVISION/ACCOUNT	AMOUNT
6000 - CAPITAL OUTLAY EXPENDITURES	
6200 BLDG ACQUISITION/CONSTRUCT/IMPROVE	100,000.00
Account Classification Total: 6000 - CAPITAL OUTLAY EXPENDITURES	\$100,000.00
Division Total: 31 - BUILDING MAINTENANCE \$159,000.00	
Division: 32 - COMMUTER RAIL STATION MAINTENANC	
CS - Contractual Services	
5305 R & M-BUILDINGS	5,000.00
5599 OTHER CONTRACTURAL	2,200.00
Account Classification Total: CS - Contractual Services	\$7,200.00
5600 - Commodities	
5655 LANDSCAPING & PLANTING SUPPLIES	0.00
5690 PROGRAM SUPPLIES	0.00
5770 UTILITIES-VILLAGE BUILDINGS	0.00
5799 OTHER MATERIALS & SUPPLIES	0.00
Account Classification Total: 5600 - Commodities	\$0.00
5900 - Contingency	
5995 OTHER CONTINGENCIES	0.00
Account Classification Total: 5900 - Contingency	\$0.00
6000 - CAPITAL OUTLAY EXPENDITURES	
6200 BLDG ACQUISITION/CONSTRUCT/IMPROVE	0.00
Account Classification Total: 6000 - CAPITAL OUTLAY EXPENDITURES	\$0.00
Division Total: 32 - COMMUTER RAIL STATION MAINTENANC \$7,200.00	
Division: 33 - FORESTRY	
CS - Contractual Services	
5475 FORESTRY & LANDSCAPING SERVICES	230,000.00
5560 PURCHASED PROGRAM SERVICES	6,000.00
5590 TRAINING	700.00
5595 UTILITIES LOCATION SERVICES	0.00
5599 OTHER CONTRACTURAL	0.00
Account Classification Total: CS - Contractual Services	\$236,700.00
5600 - Commodities	
5615 BOOKS & PUBLICATIONS	0.00
5655 LANDSCAPING & PLANTING SUPPLIES	55,000.00
5690 PROGRAM SUPPLIES	3,000.00
5705 PROTECTIVE CLOTHING AND EQUIPMENT	200.00
5710 SERVICE & REPAIR PARTS	300.00
5715 SMALL TOOLS	1,000.00
Account Classification Total: 5600 - Commodities	\$59,500.00
6000 - CAPITAL OUTLAY EXPENDITURES	
6599 EQUIPMENT - OTHER	0.00
Account Classification Total: 6000 - CAPITAL OUTLAY EXPENDITURES	\$0.00
Division Total: 33 - FORESTRY \$296,200.00	
Division: 34 - VEHICLE MAINTENANCE	
CS - Contractual Services	
5305 R & M-BUILDINGS	0.00
5310 R & M-COMMUNICATIONS EQUIPMENT	500.00
5360 R & M-PUBLIC WORKS EQUIPMENT	7,000.00
5380 R & M-VEHICLES	3,000.00
5399 R & M-OTHER EQUIPMENT	2,000.00
5450 CONTRACT LABOR	20,000.00
5560 PURCHASED PROGRAM SERVICES	3,700.00
5590 TRAINING	800.00

Village of Brookfield

2015 APPROPRIATIONS BY DIVISION BY ACCOUNT

FUND/DIVISION/ACCOUNT	AMOUNT
5599 OTHER CONTRACTURAL	0.00
Account Classification Total: CS - Contractual Services	\$37,000.00
5600 - Commodities	
5615 BOOKS & PUBLICATIONS	200.00
5650 FUEL	150,000.00
5660 LUBRICANTS & FLUIDS	5,000.00
5680 POSTAGE	0.00
5690 PROGRAM SUPPLIES	3,000.00
5705 PROTECTIVE CLOTHING AND EQUIPMENT	3,000.00
5710 SERVICE & REPAIR PARTS	90,000.00
5715 SMALL TOOLS	2,500.00
5765 UNIFORMS	300.00
5799 OTHER MATERIALS & SUPPLIES	0.00
Account Classification Total: 5600 - Commodities	\$254,000.00
5800 - Travel	
5810 CONFERENCE & MEETING REGISTRATION	0.00
5820 LOCAL MILEAGE,PARKING & TOLLS	50.00
Account Classification Total: 5800 - Travel	\$50.00
6000 - CAPITAL OUTLAY EXPENDITURES	
6599 EQUIPMENT - OTHER	0.00
Account Classification Total: 6000 - CAPITAL OUTLAY EXPENDITURES	\$0.00
Division Total: 34 - VEHICLE MAINTENANCE \$291,050.00	
Division: 35 - PARKS MAINTENANCE	
CS - Contractual Services	
5305 R & M-BUILDINGS	2,500.00
5310 R & M-COMMUNICATIONS EQUIPMENT	0.00
5360 R & M-PUBLIC WORKS EQUIPMENT	0.00
5370 R & M-RECREATION EQUIPMENT	4,500.00
5380 R & M-VEHICLES	0.00
5399 R & M-OTHER EQUIPMENT	0.00
5460 EQUIPMENT RENTAL	2,000.00
5470 FACILITY RENTAL	0.00
5475 FORESTRY & LANDSCAPING SERVICES	0.00
5480 GARBAGE & RECYCLING	0.00
5490 INTERGOVERNMENTAL FEES & DUES	0.00
5510 JANITORIAL	7,000.00
5550 PROFESSIONAL ASSOCIATIONS	0.00
5560 PURCHASED PROGRAM SERVICES	1,000.00
5590 TRAINING	0.00
5595 UTILITIES LOCATION SERVICES	0.00
5599 OTHER CONTRACTURAL	0.00
Account Classification Total: CS - Contractual Services	\$17,000.00
5600 - Commodities	
5615 BOOKS & PUBLICATIONS	0.00
5655 LANDSCAPING & PLANTING SUPPLIES	0.00
5690 PROGRAM SUPPLIES	3,000.00
5710 SERVICE & REPAIR PARTS	300.00
5715 SMALL TOOLS	400.00
5765 UNIFORMS	0.00
5799 OTHER MATERIALS & SUPPLIES	0.00
Account Classification Total: 5600 - Commodities	\$3,700.00
5900 - Contingency	
5910 CONTINGENCIES	0.00
Account Classification Total: 5900 - Contingency	\$0.00
6000 - CAPITAL OUTLAY EXPENDITURES	
6350 PARK CONSTRUCTION AND	0.00

Village of Brookfield

2015 APPROPRIATIONS BY DIVISION BY ACCOUNT

FUND/DIVISION/ACCOUNT	AMOUNT
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Account Classification Total: 6000 - CAPITAL OUTLAY EXPENDITURES	\$0.00
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Division Total: 35 - PARKS MAINTENANCE	\$20,700.00
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Division: 36 - STREET MAINTENANCE

CS - Contractual Services

5360	R & M-PUBLIC WORKS EQUIPMENT	0.00
5365	R & M-STREETS AND ALLEYS	6,000.00
5380	R & M-VEHICLES	0.00
5399	R & M-OTHER EQUIPMENT	500.00
5450	CONTRACT LABOR	0.00
5460	EQUIPMENT RENTAL	500.00
5490	INTERGOVERNMENTAL FEES & DUES	0.00
5540	PRINTING & COPYING SERVICES	0.00
5550	PROFESSIONAL ASSOCIATIONS	0.00
5560	PURCHASED PROGRAM SERVICES	20,000.00
5570	STREET LIGHT & TRAFFIC SIGNALS	60,000.00
5590	TRAINING	1,200.00
5599	OTHER CONTRACTURAL	0.00

Account Classification Total: CS - Contractual Services	\$88,200.00
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5600 - Commodities

5655	LANDSCAPING & PLANTING SUPPLIES	7,250.00
5660	LUBRICANTS & FLUIDS	0.00
5680	POSTAGE	7,200.00
5690	PROGRAM SUPPLIES	500.00
5705	PROTECTIVE CLOTHING AND EQUIPMENT	0.00
5710	SERVICE & REPAIR PARTS	0.00
5715	SMALL TOOLS	500.00
5730	STREET MATERIALS-AGGREGATE	9,000.00
5735	STREET MATERIALS-BITUMINUM	12,000.00
5740	STREET MATERIALS-	0.00
5745	STREET MATERIALS-SALT & SAND	115,000.00
5750	STREET MATERIALS-SIGNS & BARRICADES	15,000.00
5755	STREET MATERIALS-OTHER	1,000.00
5760	TRAINING SUPPLIES	0.00
5765	UNIFORMS	0.00
5775	UTILITIES-PUBLIC WAY	170,000.00
5799	OTHER MATERIALS & SUPPLIES	0.00

Account Classification Total: 5600 - Commodities	\$337,450.00
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5800 - Travel

5810	CONFERENCE & MEETING REGISTRATION	0.00
5820	LOCAL MILEAGE,PARKING & TOLLS	50.00
5830	LODGING	0.00
5840	MEALS	0.00
5850	PURCHASED TRANSPORTATION	0.00

Account Classification Total: 5800 - Travel	\$50.00
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Division Total: 36 - STREET MAINTENANCE	\$425,700.00
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Division: 99 - ADMINISTRATION

PS - Personal Services

5020	WAGES-FULL TIME SALARIED	97,368.00
5025	WAGES-FULL TIME HOURLY	849,709.00
5030	WAGES-PART TIME HOURLY	0.00
5035	WAGES-SEASONAL HOURLY	19,980.00
5040	WAGES-OVERTIME 1.5X	82,515.00
5065	TUITION REIMBURSEMENT	0.00
5070	UNIFORM ALLOWANCE	0.00
5080	PENSION-REGULAR	0.00
5110	EMPLOYER FICA/MEDICARE	81,870.00
5120	EMPLOYER IMRF	148,431.00

Village of Brookfield

2015 APPROPRIATIONS BY DIVISION BY ACCOUNT

FUND/DIVISION/ACCOUNT	AMOUNT
5125 EMPLOYER SEIU PENSION	0.00
5130 EMPLOYER POLICE/FIRE PENSION	0.00
5140 INSURANCE-GROUP LIFE & AD&D	1,573.00
5150 INSURANCE-GROUP MEDICAL	176,824.00
5160 INSURANCE-GROUP DENTAL	12,269.00
5170 INSURANCE-SUPPLEMENTAL VISION	0.00
5180 INSURANCE-WORKERS COMPENSATION	0.00
5190 INSURANCE-UNEMPLOYMENT	5,000.00
COMPENSATION	
5199 OTHER BENEFITS	0.00
Account Classification Total: PS - Personal Services \$1,475,539.00	
CS - Contractual Services	
5280 MEDICAL	1,500.00
5299 OTHER PROFESSIONAL SERVICES	300.00
5310 R & M-COMMUNICATIONS EQUIPMENT	500.00
5320 R & M-DATA PROCESSING EQUIPMENT	0.00
5350 R & M-OFFICE EQUIPMENT	4,000.00
5360 R & M-PUBLIC WORKS EQUIPMENT	0.00
5380 R & M-VEHICLES	0.00
5399 R & M-OTHER EQUIPMENT	0.00
5410 ADVERTISING & LEGAL PUBLICATION	500.00
5450 CONTRACT LABOR	0.00
5460 EQUIPMENT RENTAL	0.00
5510 JANITORIAL	14,000.00
5515 LAUNDRY SERVICES	8,100.00
5520 LIABILITY INSURANCE	0.00
5540 PRINTING & COPYING SERVICES	500.00
5550 PROFESSIONAL ASSOCIATIONS	500.00
5560 PURCHASED PROGRAM SERVICES	0.00
5590 TRAINING	600.00
5595 UTILITIES LOCATION SERVICES	350.00
5599 OTHER CONTRACTUAL	2,000.00
Account Classification Total: CS - Contractual Services \$32,850.00	
5600 - Commodities	
5615 BOOKS & PUBLICATIONS	0.00
5620 COMPUTER SUPPLIES	300.00
5625 CONCESSIONS & FOOD	0.00
5630 COPIER SUPPLIES	300.00
5670 OFFICE SUPPLIES	400.00
5680 POSTAGE	100.00
5690 PROGRAM SUPPLIES	8,200.00
5705 PROTECTIVE CLOTHING AND EQUIPMENT	3,000.00
Account Classification Total: 5600 - Commodities \$12,300.00	
5800 - Travel	
5810 CONFERENCE & MEETING REGISTRATION	700.00
5820 LOCAL MILEAGE,PARKING & TOLLS	70.00
5830 LODGING	0.00
5840 MEALS	250.00
5850 PURCHASED TRANSPORTATION	0.00
Account Classification Total: 5800 - Travel \$1,020.00	
5900 - Contingency	
5910 CONTINGENCIES	0.00
Account Classification Total: 5900 - Contingency \$0.00	
6000 - CAPITAL OUTLAY EXPENDITURES	
6510 EQUIPMENT - COMMUNICATIONS	0.00
6580 EQUIPMENT - VEHICLES	0.00
Account Classification Total: 6000 - CAPITAL OUTLAY EXPENDITURES \$0.00	
Division Total: 99 - ADMINISTRATION \$1,521,709.00	

Village of Brookfield

2015 APPROPRIATIONS BY DIVISION BY ACCOUNT

FUND/DIVISION/ACCOUNT	AMOUNT
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Department Total: 30 - PUBLIC WORKS \$2,721,559.00

Department: 40 - RECREATION AND SPECIAL EVENTS
Division: 41 - YOUTH PROGRAMS

5600 - Commodities

5690	PROGRAM SUPPLIES	1,700.00
5720	STATIONERY	0.00
5760	TRAINING SUPPLIES	0.00
5765	UNIFORMS	0.00
5799	OTHER MATERIALS & SUPPLIES	0.00

Account Classification Total: 5600 - Commodities \$1,700.00

Division Total: 41 - YOUTH PROGRAMS \$1,700.00

Division: 42 - YOUTH SPORTS

5590	TRAINING	0.00
5599	OTHER CONTRACTURAL	0.00

Account Classification Total: CS - Contractual Services \$0.00

5600 - Commodities

5760	TRAINING SUPPLIES	0.00
5765	UNIFORMS	0.00

Account Classification Total: 5600 - Commodities \$0.00

Division Total: 42 - YOUTH SPORTS \$0.00

Division: 43 - SUMMER CAMPS

CS - Contractual Services

5560	PURCHASED PROGRAM SERVICES	7,500.00
5590	TRAINING	0.00
5599	OTHER CONTRACTURAL	0.00

Account Classification Total: CS - Contractual Services \$7,500.00

5600 - Commodities

5690	PROGRAM SUPPLIES	1,700.00
5799	OTHER MATERIALS & SUPPLIES	0.00

Account Classification Total: 5600 - Commodities \$1,700.00

Division Total: 43 - SUMMER CAMPS \$9,200.00

Division: 44 - ADULT/TEEN PROGRAMS

CS - Contractual Services

5590	TRAINING	0.00
5599	OTHER CONTRACTURAL	0.00

Account Classification Total: CS - Contractual Services \$0.00

5600 - Commodities

5765	UNIFORMS	0.00
5799	OTHER MATERIALS & SUPPLIES	0.00

Account Classification Total: 5600 - Commodities \$0.00

Division Total: 44 - ADULT/TEEN PROGRAMS \$0.00

Division: 45 - ADULT/TEEN SPORTS

CS - Contractual Services

5599	OTHER CONTRACTURAL	0.00
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Account Classification Total: CS - Contractual Services \$0.00

5600 - Commodities

5799	OTHER MATERIALS & SUPPLIES	0.00
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Account Classification Total: 5600 - Commodities \$0.00

Village of Brookfield

2015 APPROPRIATIONS BY DIVISION BY ACCOUNT

FUND/DIVISION/ACCOUNT	AMOUNT
Division Total: 45 - ADULT/TEEN SPORTS	\$0.00
Division: 46 - REC OUTINGS	
CS - Contractual Services	
5599 OTHER CONTRACTURAL	0.00
Account Classification Total: CS - Contractual Services	\$0.00
5600 - Commodities	
5799 OTHER MATERIALS & SUPPLIES	0.00
Account Classification Total: 5600 - Commodities	\$0.00
Division Total: 46 - REC OUTINGS	\$0.00
Division: 47 - CO-OP PROGRAMS	
CS - Contractual Services	
5540 PRINTING & COPYING SERVICES	0.00
5560 PURCHASED PROGRAM SERVICES	20,000.00
5590 TRAINING	0.00
5599 OTHER CONTRACTURAL	0.00
Account Classification Total: CS - Contractual Services	\$20,000.00
5600 - Commodities	
5799 OTHER MATERIALS & SUPPLIES	0.00
Account Classification Total: 5600 - Commodities	\$0.00
Division Total: 47 - CO-OP PROGRAMS	\$20,000.00
Division: 48 - CONTRACT PROGRAMS	
CS - Contractual Services	
5410 ADVERTISING & LEGAL PUBLICATION	0.00
5450 CONTRACT LABOR	23,000.00
5460 EQUIPMENT RENTAL	0.00
5470 FACILITY RENTAL	5,000.00
Account Classification Total: CS - Contractual Services	\$28,000.00
5600 - Commodities	
5799 OTHER MATERIALS & SUPPLIES	0.00
Account Classification Total: 5600 - Commodities	\$0.00
Division Total: 48 - CONTRACT PROGRAMS	\$28,000.00
Division: 50 - COMMUNITY EVENTS	
CS - Contractual Services	
5410 ADVERTISING & LEGAL PUBLICATION	300.00
5450 CONTRACT LABOR	0.00
5460 EQUIPMENT RENTAL	1,200.00
5470 FACILITY RENTAL	300.00
5490 INTERGOVERNMENTAL FEES & DUES	0.00
5540 PRINTING & COPYING SERVICES	0.00
5560 PURCHASED PROGRAM SERVICES	7,000.00
5590 TRAINING	0.00
5599 OTHER CONTRACTURAL	0.00
Account Classification Total: CS - Contractual Services	\$8,800.00
5600 - Commodities	
5610 AWARDS	0.00
5690 PROGRAM SUPPLIES	800.00
5720 STATIONERY	0.00
5760 TRAINING SUPPLIES	0.00
5765 UNIFORMS	0.00
5799 OTHER MATERIALS & SUPPLIES	0.00
Account Classification Total: 5600 - Commodities	\$800.00
Division Total: 50 - COMMUNITY EVENTS	\$9,600.00

Village of Brookfield

2015 APPROPRIATIONS BY DIVISION BY ACCOUNT

FUND/DIVISION/ACCOUNT	AMOUNT
Division: 52 - FOURTH OF JULY	
CS - Contractual Services	
5410 ADVERTISING & LEGAL PUBLICATION	0.00
5450 CONTRACT LABOR	0.00
5460 EQUIPMENT RENTAL	2,500.00
5560 PURCHASED PROGRAM SERVICES	8,000.00
Account Classification Total: CS - Contractual Services	\$10,500.00
5600 - Commodities	
5610 AWARDS	400.00
Account Classification Total: 5600 - Commodities	\$400.00
Division Total: 52 - FOURTH OF JULY \$10,900.00	
Division: 99 - ADMINISTRATION	
PS - Personal Services	
5025 WAGES-FULL TIME HOURLY	65,977.00
5030 WAGES-PART TIME HOURLY	0.00
5035 WAGES-SEASONAL HOURLY	92,060.00
5040 WAGES-OVERTIME 1.5X	0.00
5065 TUITION REIMBURSEMENT	0.00
5110 EMPLOYER FICA/MEDICARE	12,090.00
5120 EMPLOYER IMRF	12,724.00
5140 INSURANCE-GROUP LIFE & AD&D	70.00
5150 INSURANCE-GROUP MEDICAL	14,646.00
5160 INSURANCE-GROUP DENTAL	1,110.00
5180 INSURANCE-WORKERS COMPENSATION	0.00
5190 INSURANCE-UNEMPLOYMENT COMPENSATION	1,500.00
Account Classification Total: PS - Personal Services	\$200,177.00
CS - Contractual Services	
5280 MEDICAL	500.00
5299 OTHER PROFESSIONAL SERVICES	300.00
5305 R & M-BUILDINGS	0.00
5320 R & M-DATA PROCESSING EQUIPMENT	0.00
5340 R & M-POLICE EQUIPMENT	0.00
5350 R & M-OFFICE EQUIPMENT	7,500.00
5370 R & M-RECREATION EQUIPMENT	500.00
5399 R & M-OTHER EQUIPMENT	0.00
5410 ADVERTISING & LEGAL PUBLICATION	500.00
5550 PROFESSIONAL ASSOCIATIONS	1,200.00
5560 PURCHASED PROGRAM SERVICES	75,000.00
5580 TELEPHONE-LOCAL,LD,WIRELESS,PAGER	0.00
5590 TRAINING	0.00
5599 OTHER CONTRACTURAL	10,000.00
Account Classification Total: CS - Contractual Services	\$95,500.00
5600 - Commodities	
5670 OFFICE SUPPLIES	300.00
5680 POSTAGE	4,500.00
5690 PROGRAM SUPPLIES	300.00
5765 UNIFORMS	300.00
5799 OTHER MATERIALS & SUPPLIES	0.00
Account Classification Total: 5600 - Commodities	\$5,400.00
5800 - Travel	
5810 CONFERENCE & MEETING REGISTRATION	500.00
5820 LOCAL MILEAGE,PARKING & TOLLS	50.00
5830 LODGING	0.00
5840 MEALS	50.00
5850 PURCHASED TRANSPORTATION	0.00
Account Classification Total: 5800 - Travel	\$600.00

Village of Brookfield

2015 APPROPRIATIONS BY DIVISION BY ACCOUNT

FUND/DIVISION/ACCOUNT	AMOUNT
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5900 - Contingency	
5910 CONTINGENCIES	0.00
Account Classification Total: 5900 - Contingency	\$0.00
6000 - CAPITAL OUTLAY EXPENDITURES	
6599 EQUIPMENT - OTHER	5,000.00
Account Classification Total: 6000 - CAPITAL OUTLAY EXPENDITURES	\$5,000.00
Division Total: 99 - ADMINISTRATION	\$306,677.00
Department Total: 40 - RECREATION AND SPECIAL EVENTS	\$386,077.00
Expenditures Total	#####
Fund Expenditure Total: 01 - GENERAL FUND	#####

Fund: 11 - MOTOR FUEL TAX

<u>Expenditures</u>	
Department: 00 - NON-DEPARTMENTAL	
Division: 00 - NON-DIVISION	
CS - Contractual Services	
5435 BANK SERVICE CHARGES	7,000.00
5560 PURCHASED PROGRAM SERVICES	0.00
Account Classification Total: CS - Contractual Services	\$7,000.00
Fund Expenditure Total: 11 - MOTOR FUEL TAX	\$7,000.00
Fund Net Total: 11 - MOTOR FUEL TAX	\$7,000.00

Fund: 14 - CONGRESS PARK TIF

<u>Expenditures</u>	
Department: 00 - NON-DEPARTMENTAL	
Division: 00 - NON-DIVISION	
CS - Contractual Services	
5210 AUDIT	200.00
5220 CONSULTING	5,000.00
5270 LEGAL-REVIEW	1,000.00
5299 OTHER PROFESSIONAL SERVICES	300.00
5599 OTHER CONTRACTURAL	0.00
Account Classification Total: CS - Contractual Services	\$6,500.00
6000 - CAPITAL OUTLAY EXPENDITURES	
6580 EQUIPMENT - VEHICLES	0.00
Account Classification Total: 6000 - CAPITAL OUTLAY EXPENDITURES	\$0.00
Division Total: 00 - NON-DIVISION	\$6,500.00
Department Total: 00 - NON-DEPARTMENTAL	\$6,500.00
Expenditures Total	\$6,500.00
Fund Expenditure Total: 14 - CONGRESS PARK TIF	\$6,500.00

Fund: 15 - OGDEN AVENUE TIF

Department: 00 - NON-DEPARTMENTAL	
Division: 00 - NON-DIVISION	
CS - Contractual Services	
5210 AUDIT	200.00
5220 CONSULTING	5,000.00
5270 LEGAL-REVIEW	5,000.00

Village of Brookfield

2015 APPROPRIATIONS BY DIVISION BY ACCOUNT

FUND/DIVISION/ACCOUNT	AMOUNT
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5299	OTHER PROFESSIONAL SERVICES	0.00
Account Classification Total: CS - Contractual Services		\$10,200.00
Expenditures Total		\$10,200.00
Fund Expenditure	Total: 15 - OGDEN AVENUE TIF	\$10,200.00

Fund: 16 - HOTEL MOTEL TAX FUND

Expenditures

Department: 00 - NON-DEPARTMENTAL

Division: 00 - NON-DIVISION

CS - Contractual Services

5599	OTHER CONTRACTURAL	0.00
Account Classification Total: CS - Contractual Services		\$0.00
Expenditures Total		\$0.00
Fund Expenditure	Total: 16 - HOTEL MOTEL TAX FUND	\$0.00

Fund: 31 - DEBT SERVICE FUND

Expenditures

Department: 00 - NON-DEPARTMENTAL

Division: 00 - NON-DIVISION

7000 - DEBT SERVICE EXPENDITURES

7110	PAYING AGENT FEES	2,500.00
7260	PRINCIPAL SERIES 1998 GO BONDS	25,000.00
7280	PRINCIPAL SERIES 1998 B GO BONDS	0.00
7300	PRINCIPAL - SERIES 2000 A GO BONDS SSA	23,234.00
7345	PRINCIPAL SERIES 2006 B BONDS	200,000.00
7350	PRINCIPAL - 2013 GO REFUNDING BONDS	485,000.00
7388	PRINCIPAL - GRADER LEASE	17,727.00
7389	PRINCIPAL - INS NOTE-SOFTWARE AND SWEEPER	0.00
7390	BANK INSTALLMENT CONTRACT	130,713.00
7391	COMPUTER EQUIPMENT	
7391	INSTALLMENT CONTRACT PRINC - 2013	75,111.00
7660	AMBULANCE	
7660	INTEREST EXPENSE - 1998 GO BOND	3,750.00
7680	INTEREST SERIES 1998 B GO RFNDING	0.00
7700	INTEREST - 2000 A SSA 7 BONDS	7,785.00
7720	INTEREST - 2001 FIRE TRUCK INSTALLMENT	0.00
7730	INTEREST - 2003 DEBT CERTIFICATES	0.00
7740	INTEREST - 2004 DEBT CERTIFICATES	0.00
7745	INTEREST SERIES 2006 B BONDS	136,904.00
7750	INTEREST - 2013 GO REFUNDING BONDS	98,583.00
7788	INTEREST - GRADER LEASE	1,609.00
7789	INTEREST - SOFTWARE AND SWEEPER	9,309.00
7790	INTEREST - INSTALLMENT NOTE	0.00
7791	COMPUTER SOFTWARE/SWEEPER	
7791	INTEREST - INSTALLMENT NOTE 2013	3,098.00
7910	AMBULANCE	
7910	PAYMENTS TO ESCROW AGENT	0.00
Account Classification Total: 7000 - DEBT SERVICE EXPENDITURES		\$1,220,323.00
Expenditures Total		\$1,220,323.00
Fund Expenditure	Total: 31 - DEBT SERVICE FUND	\$1,220,323.00

Fund: 41 - EQUIPMENT REPLACEMENT

Expenditures

Department: 00 - NON-DEPARTMENTAL

Village of Brookfield

2015 APPROPRIATIONS BY DIVISION BY ACCOUNT

FUND/DIVISION/ACCOUNT	AMOUNT
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Division: 00 - NON-DIVISION

6000 - CAPITAL OUTLAY EXPENDITURES		
6570	EQUIPMENT - PUBLIC SAFETY	0.00
6580	EQUIPMENT - VEHICLES	0.00
6599	EQUIPMENT - OTHER	0.00
Account Classification Total: 6000 - CAPITAL OUTLAY EXPENDITURES		\$0.00

Expenditures Total	\$0.00
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Fund Expenditure Total: 41 - EQUIPMENT REPLACEMENT	\$0.00
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Fund: 42 - INFRASTRUCTURE PROJECT FUND

Expenditures

Department: 00 - NON-DEPARTMENTAL

Division: 00 - NON-DIVISION

CS - Contractual Services

5240	ENGINEERING	120,000.00
Account Classification Total: CS - Contractual Services		\$120,000.00

5600 - Commodities

5750	STREET MATERIALS-SIGNS & BARRICADES	0.00
Account Classification Total: 5600 - Commodities		\$0.00

5900 - Contingency

5910	CONTINGENCIES	0.00
5995	OTHER CONTINGENCIES	0.00
Account Classification Total: 5900 - Contingency		\$0.00

6000 - CAPITAL OUTLAY EXPENDITURES

6300	STREET SYSTEM CONSTRUCTION IMPROVEMENTS	1,056,000.00
Account Classification Total: 6000 - CAPITAL OUTLAY EXPENDITURES		\$1,056,000.00

Fund Expenditure Total: 42 - INFRASTRUCTURE PROJECT FUND	\$1,176,000.00
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Fund: 43 - VILLAGE PARKS PROJECT FUND

Expenditures

Department: 00 - NON-DEPARTMENTAL

Division: 00 - NON-DIVISION

CS - Contractual Services

5210	AUDIT	2,500.00
5220	CONSULTING	10,000.00
5230	DATA PROCESSING	0.00
5240	ENGINEERING	5,000.00
5270	LEGAL-REVIEW	0.00
5299	OTHER PROFESSIONAL SERVICES	0.00
5430	BILLING & COLLECTION SERVICE	0.00
Account Classification Total: CS - Contractual Services		\$17,500.00

5900 - Contingency

5910	CONTINGENCIES	0.00
5995	OTHER CONTINGENCIES	0.00
Account Classification Total: 5900 - Contingency		\$0.00

6000 - CAPITAL OUTLAY EXPENDITURES

6350	PARK CONSTRUCTION AND	80,000.00
6560	EQUIPMENT - PLAYGROUND	0.00
Account Classification Total: 6000 - CAPITAL OUTLAY EXPENDITURES		\$80,000.00

Fund Expenditure Total: 43 - VILLAGE PARKS PROJECT FUND	\$97,500.00
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Fund: 61 - WATER AND SEWER FUND

Village of Brookfield

2015 APPROPRIATIONS BY DIVISION BY ACCOUNT

FUND/DIVISION/ACCOUNT	AMOUNT
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Department: 61 - ADMINISTRATION

Division: 00 - NON-DIVISION

PS - Personal Services

5020	WAGES-FULL TIME SALARIED	45,988.00
5025	WAGES-FULL TIME HOURLY	299,000.00
5040	WAGES-OVERTIME 1.5X	45,000.00
5110	EMPLOYER FICA/MEDICARE	27,182.00
5140	INSURANCE-GROUP LIFE & AD&D	510.00
5150	INSURANCE-GROUP MEDICAL	54,516.00
5160	INSURANCE-GROUP DENTAL	3,387.00
5190	INSURANCE-UNEMPLOYMENT	2,000.00
	COMPENSATION	

Account Classification Total: PS - Personal Services \$477,583.00

CS - Contractual Services

5240	ENGINEERING	30,000.00
5399	R & M-OTHER EQUIPMENT	0.00
5410	ADVERTISING & LEGAL PUBLICATION	300.00
5520	LIABILITY INSURANCE	128,793.00
5560	PURCHASED PROGRAM SERVICES	5,000.00
5590	TRAINING	2,000.00
5595	UTILITIES LOCATION SERVICES	0.00
5599	OTHER CONTRACTURAL	2,000.00

Account Classification Total: CS - Contractual Services \$168,093.00

5600 - Commodities

5680	POSTAGE	12,500.00
5790	WATER SYSTEM REPAIR PARTS	0.00

Account Classification Total: 5600 - Commodities \$12,500.00

5800 - Travel

5810	CONFERENCE & MEETING REGISTRATION	0.00
5820	LOCAL MILEAGE,PARKING & TOLLS	0.00
5830	LODGING	0.00
5840	MEALS	0.00
5850	PURCHASED TRANSPORTATION	0.00

Account Classification Total: 5800 - Travel \$0.00

5900 - Contingency

5910	CONTINGENCIES	0.00
5995	OTHER CONTINGENCIES	0.00

Account Classification Total: 5900 - Contingency \$0.00

6000 - CAPITAL OUTLAY EXPENDITURES

6530	EQUIPMENT - DATA PROCESSING	0.00
6900	DEPRECIATION EXPENSE	0.00

Account Classification Total: 6000 - CAPITAL OUTLAY EXPENDITURES \$0.00

7000 - DEBT SERVICE EXPENDITURES

7110	PAYING AGENT FEES	1,500.00
7370	PRINCIPAL - SERIES 2006A GO BONDS	160,000.00
7383	PRINCIPAL SERIES 2009 GO REFUNDING BONDS	200,000.00
7740	INTEREST - 2004 DEBT CERTIFICATES	0.00
7770	INTEREST - 2006A BONDS	97,188.00
7783	INTEREST SERIES 2009 GO REFUNDING	37,530.00

Account Classification Total: 7000 - DEBT SERVICE EXPENDITURES \$496,218.00

Division Total: 00 - NON-DIVISION \$1,154,394.00

Department Total: 61 - ADMINISTRATION \$1,154,394.00

Village of Brookfield

2015 APPROPRIATIONS BY DIVISION BY ACCOUNT

FUND/DIVISION/ACCOUNT	AMOUNT
Department: 62 - COST OF WATER SALES	
Division: 00 - NON-DIVISION	
PS - Personal Services	
5140 INSURANCE-GROUP LIFE & AD&D	43.00
5150 INSURANCE-GROUP MEDICAL	20,645.00
5160 INSURANCE-GROUP DENTAL	1,503.00
Account Classification Total: PS - Personal Services	\$22,191.00
CS - Contractual Services	
5240 ENGINEERING	30,000.00
5390 R & M-WATER SYSTEM EQUIPMENT	20,000.00
5399 R & M-OTHER EQUIPMENT	20,000.00
5441 WATER UTILITY TAX	253,793.00
5450 CONTRACT LABOR	10,000.00
5460 EQUIPMENT RENTAL	0.00
5490 INTERGOVERNMENTAL FEES & DUES	6,200.00
5515 LAUNDRY SERVICES	0.00
5520 LIABILITY INSURANCE	0.00
5540 PRINTING & COPYING SERVICES	250.00
5550 PROFESSIONAL ASSOCIATIONS	250.00
5560 PURCHASED PROGRAM SERVICES	40,000.00
5590 TRAINING	0.00
5595 UTILITIES LOCATION SERVICES	6,000.00
5599 OTHER CONTRACTURAL	1,000.00
Account Classification Total: CS - Contractual Services	\$387,493.00
5600 - Commodities	
5650 FUEL	45,000.00
5660 LUBRICANTS & FLUIDS	4,000.00
5680 POSTAGE	0.00
5690 PROGRAM SUPPLIES	5,000.00
5705 PROTECTIVE CLOTHING AND EQUIPMENT	400.00
5710 SERVICE & REPAIR PARTS	2,500.00
5715 SMALL TOOLS	500.00
5730 STREET MATERIALS-AGGREGATE	9,000.00
5735 STREET MATERIALS-BITUMINUM	5,000.00
5780 WATER PURCHASES	3,360,256.00
5785 WATER SYSTEM SUPPLIES	4,000.00
5790 WATER SYSTEM REPAIR PARTS	9,000.00
5799 OTHER MATERIALS & SUPPLIES	0.00
Account Classification Total: 5600 - Commodities	\$3,444,656.00
5800 - Travel	
5810 CONFERENCE & MEETING REGISTRATION	0.00
5820 LOCAL MILEAGE,PARKING & TOLLS	0.00
5830 LODGING	0.00
5850 PURCHASED TRANSPORTATION	0.00
Account Classification Total: 5800 - Travel	\$0.00
5900 - Contingency	
5910 CONTINGENCIES	0.00
5930 UNCOLLECTIBLE DEBT	0.00
5995 OTHER CONTINGENCIES	0.00
Account Classification Total: 5900 - Contingency	\$0.00
6000 - CAPITAL OUTLAY EXPENDITURES	
6400 SEWER SYSTEM	0.00
6450 WATER SYSTEM	0.00
6580 EQUIPMENT - VEHICLES	125,000.00
6590 EQUIPMENT - WATER SYSTEM	396,600.00
6599 EQUIPMENT - OTHER	0.00
Account Classification Total: 6000 - CAPITAL OUTLAY EXPENDITURES	\$521,600.00

Village of Brookfield

2015 APPROPRIATIONS BY DIVISION BY ACCOUNT

FUND/DIVISION/ACCOUNT	AMOUNT
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Division Total: 00 - NON-DIVISION	\$4,375,940.00
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Department Total: 62 - COST OF WATER SALES	\$4,375,940.00
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Department: 63 - COST OF SEWER SALES

Division: 00 - NON-DIVISION

PS - Personal Services

5020	WAGES-FULL TIME SALARIED	0.00
5025	WAGES-FULL TIME HOURLY	0.00
5030	WAGES-PART TIME HOURLY	0.00
5035	WAGES-SEASONAL HOURLY	0.00
5040	WAGES-OVERTIME 1.5X	0.00
Account Classification Total: PS - Personal Services		\$0.00

CS - Contractual Services

5560	PURCHASED PROGRAM SERVICES	100,000.00
5590	TRAINING	0.00
5595	UTILITIES LOCATION SERVICES	0.00
5599	OTHER CONTRACTURAL	0.00
Account Classification Total: CS - Contractual Services		\$100,000.00

5600 - Commodities

5780	WATER PURCHASES	0.00
5785	WATER SYSTEM SUPPLIES	0.00
5790	WATER SYSTEM REPAIR PARTS	0.00
Account Classification Total: 5600 - Commodities		\$0.00

5800 - Travel

5810	CONFERENCE & MEETING REGISTRATION	0.00
5820	LOCAL MILEAGE,PARKING & TOLLS	0.00
5840	MEALS	0.00
5850	PURCHASED TRANSPORTATION	0.00
Account Classification Total: 5800 - Travel		\$0.00

5900 - Contingency

5910	CONTINGENCIES	0.00
Account Classification Total: 5900 - Contingency		\$0.00

6000 - CAPITAL OUTLAY EXPENDITURES

6400	SEWER SYSTEM CONSTRUCTION/IMPROVEMENTS	1,925,000.00
Account Classification Total: 6000 - CAPITAL OUTLAY EXPENDITURES		\$1,925,000.00

Division Total: 00 - NON-DIVISION	\$2,025,000.00
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Department Total: 63 - COST OF SEWER SALES	\$2,025,000.00
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Expenditures Total	\$7,555,334.00
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Fund Expenditure Total: 61 - WATER AND SEWER FUND	\$7,555,334.00
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Fund: 62 - GARBAGE FUND

Expenditures

Department: 61 - ADMINISTRATION

Division: 00 - NON-DIVISION

PS - Personal Services

5020	WAGES-FULL TIME SALARIED	45,988.00
5025	WAGES-FULL TIME HOURLY	35,291.00
5040	WAGES-OVERTIME 1.5X	3,000.00
5110	EMPLOYER FICA/MEDICARE	6,266.00
5120	EMPLOYER IMRF	0.00
5140	INSURANCE-GROUP LIFE & AD&D	130.00
5150	INSURANCE-GROUP MEDICAL	12,040.00

Village of Brookfield

2015 APPROPRIATIONS BY DIVISION BY ACCOUNT

FUND/DIVISION/ACCOUNT	AMOUNT
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5160	INSURANCE-GROUP DENTAL	1,240.00
5190	INSURANCE-UNEMPLOYMENT COMPENSATION	300.00
Account Classification Total: PS - Personal Services		\$104,255.00

CS - Contractual Services		
5240	ENGINEERING	50,000.00
5480	GARBAGE & RECYCLING	0.00
5520	LIABILITY INSURANCE	48,831.00
5540	PRINTING & COPYING SERVICES	0.00
5560	PURCHASED PROGRAM SERVICES	1,800.00
5590	TRAINING	0.00
Account Classification Total: CS - Contractual Services		\$100,631.00

5600 - Commodities		
5650	FUEL	0.00
5680	POSTAGE	0.00
5690	PROGRAM SUPPLIES	0.00
Account Classification Total: 5600 - Commodities		\$0.00

Division Total: 00 - NON-DIVISION		\$204,886.00
Department Total: 61 - ADMINISTRATION		\$204,886.00

Department: 64 - COST OF GARBAGE SALES
Division: 00 - NON-DIVISION

CS - Contractual Services		
5480	GARBAGE & RECYCLING	1,761,151.00
5520	LIABILITY INSURANCE	0.00
5590	TRAINING	0.00
Account Classification Total: CS - Contractual Services		\$1,761,151.00

Division Total: 00 - NON-DIVISION		\$1,761,151.00
Department Total: 64 - COST OF GARBAGE SALES		\$1,761,151.00

Expenditures Total		\$1,966,037.00
Fund Expenditure Total: 62 - GARBAGE FUND		\$1,966,037.00

Fund: 81 - POLICE PENSION FUND

Expenditures
Department: 00 - NON-DEPARTMENTAL
Division: 00 - NON-DIVISION

PS - Personal Services		
5080	PENSION-REGULAR	1,929,874.00
5085	PENSION-SPOUSE/DEPENDENT	60,000.00
Account Classification Total: PS - Personal Services		\$1,989,874.00

CS - Contractual Services		
5210	AUDIT	0.00
5220	CONSULTING	52,000.00
5270	LEGAL-REVIEW	0.00
5299	OTHER PROFESSIONAL SERVICES	15,000.00
5410	ADVERTISING & LEGAL PUBLICATION	0.00
5435	BANK SERVICE CHARGES	0.00
5490	INTERGOVERNMENTAL FEES & DUES	6,000.00
5540	PRINTING & COPYING SERVICES	0.00
5550	PROFESSIONAL ASSOCIATIONS	1,000.00
Account Classification Total: CS - Contractual Services		\$74,000.00

5600 - Commodities		
5615	BOOKS & PUBLICATIONS	0.00

Village of Brookfield

2015 APPROPRIATIONS BY DIVISION BY ACCOUNT

FUND/DIVISION/ACCOUNT	AMOUNT
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5680	POSTAGE	0.00
Account Classification Total: 5600 - Commodities		\$0.00

5800 - Travel

5810	CONFERENCE & MEETING REGISTRATION	2,500.00
5820	LOCAL MILEAGE,PARKING & TOLLS	0.00
5830	LODGING	0.00
5840	MEALS	0.00
5850	PURCHASED TRANSPORTATION	0.00
Account Classification Total: 5800 - Travel		\$2,500.00

Division Total: 00 - NON-DIVISION		\$2,066,374.00
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Fund Expenditure	Total: 81 - POLICE PENSION FUND	\$2,066,374.00
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Fund: 82 - FIREFIGHTERS PENSION FUND

Expenditures

Department: 00 - NON-DEPARTMENTAL

Division: 00 - NON-DIVISION

PS - Personal Services

5080	PENSION-REGULAR	470,827.00
5085	PENSION-SPOUSE/DEPENDENT	151,570.00
5090	PENSION-DISABILITY	245,845.00
5095	PENSION-REFUNDS	0.00
5099	OTHER COMPENSATION	0.00
Account Classification Total: PS - Personal Services		\$868,242.00

CS - Contractual Services

5210	AUDIT	0.00
5220	CONSULTING	65,000.00
5270	LEGAL-REVIEW	10,000.00
5299	OTHER PROFESSIONAL SERVICES	18,000.00
5410	ADVERTISING & LEGAL PUBLICATION	0.00
5435	BANK SERVICE CHARGES	0.00
5490	INTERGOVERNMENTAL FEES & DUES	2,500.00
5540	PRINTING & COPYING SERVICES	0.00
5550	PROFESSIONAL ASSOCIATIONS	1,000.00
5590	TRAINING	0.00
5599	OTHER CONTRACTURAL	0.00
Account Classification Total: CS - Contractual Services		\$96,500.00

5600 - Commodities

5615	BOOKS & PUBLICATIONS	50.00
5680	POSTAGE	25.00
Account Classification Total: 5600 - Commodities		\$75.00

5800 - Travel

5810	CONFERENCE & MEETING REGISTRATION	6,000.00
5820	LOCAL MILEAGE,PARKING & TOLLS	0.00
5830	LODGING	0.00
5840	MEALS	0.00
5850	PURCHASED TRANSPORTATION	0.00
Account Classification Total: 5800 - Travel		\$6,000.00

Department Total: 00 - NON-DEPARTMENTAL		\$970,817.00
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Fund Expenditure	Total: 82 - FIREFIGHTERS PENSION FUND	\$970,817.00
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Fund: 85 - SPECIAL ASSESSMENTS

Expenditures

Department: 00 - NON-DEPARTMENTAL

Division: 00 - NON-DIVISION

CS - Contractual Services

Village of Brookfield

2015 APPROPRIATIONS BY DIVISION BY ACCOUNT

FUND/DIVISION/ACCOUNT	AMOUNT
5240 ENGINEERING	0.00
5599 OTHER CONTRACTURAL	0.00
Account Classification Total: CS - Contractual Services	\$0.00
5900 - Contingency	
5910 CONTINGENCIES	0.00
Account Classification Total: 5900 - Contingency	\$0.00
7000 - DEBT SERVICE EXPENDITURES	
7401 SPECIAL ASSESSMENT PRINCIPAL	80,000.00
7801 SPECIAL ASSESSMENT INTEREST EXPENSE	20,000.00
Account Classification Total: 7000 - DEBT SERVICE EXPENDITURES	\$100,000.00
Department Total: 00 - NON-DEPARTMENTAL	\$100,000.00
Expenditures Total	\$100,000.00
Fund Expenditure Total: 85 - SPECIAL ASSESSMENTS	\$100,000.00
Expenditure Grand Totals:	#####

Village of Brookfield

2015 APPROPRIATIONS BY DIVISION BY ACCOUNT

<u>FUND/DIVISION/ACCOUNT</u>	<u>AMOUNT</u>
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SUMMARY APPROPRIATIONS BY FUND

General Fund -- 01	15,658,090
Motor Fuel Tax Fund - 11	7,000
Congress Park TIF - 14	6,500
Ogden Ave. TIF Fund - 15	10,200
Hotel Motel Tax Fund - 16	-
Debt Service Funds - 31	1,220,323
Equipment Replacement Fund--41	-
Infrastructre Project Fund--42	1,176,000
Ehlerl Park Project Fund--43	97,500
Water & Sewer Fund--61	7,555,334
Garbage Fund--62	1,966,037
Police Pension Fund--81	2,066,374
Firefighters' Pension Fund--82	970,817
Special Assessment Fund - 32	100,000
TOTAL VILLAGE FUNDS	<u>30,834,175</u>
Library Funds (see attached schedule)	4,300,000
Total All Funds	<u><u>35,134,175</u></u>

RESOLUTION No. 2014-02

2014 APPROPRIATION AND TAX LEVY RESOLUTION BOARD OF LIBRARY TRUSTEES VILLAGE OF BROOKFIELD COOK COUNTY, ILLINOIS
--

BE IT RESOLVED by the President and Board of Library Trustees of the Village of Brookfield, Cook County, Illinois as follows: Section 1: That the following sums of money, or as much thereof as may be authorized by law, be levied for the purposes of the Board of Library Trustees of the Village of Brookfield, as hereinafter specified:

<u>ACCOUNT #</u>	<u>DESCRIPTION</u>	<u>APPROPRIATED</u>	<u>LEVIED</u>
5000	Personnel, other	\$ 2,000.00	\$ 2,000.00
5010	Salaries, Full Time	\$ 530,000.00	\$ 530,000.00
5020	Salaries, Part Time	\$ 215,000.00	\$ 215,000.00
5030	Med. Benefit Insurance	\$ 150,000.00	\$ 150,000.00
5051	Illinois Unemployment Ins.	\$ 3,400.00	\$ 3,400.00
5560	Payroll Expenses	\$ 5,000.00	\$ 5,000.00
6010	Books	\$ 99,000.00	\$ 99,000.00
6020	Periodicals	\$ 23,000.00	\$ 23,000.00
6030	Audiovisual Materials	\$ 47,000.00	\$ 47,000.00
6040	Electronic Databases	\$ 100,000.00	\$ 100,000.00
7010	Professional Associations	\$ 4,000.00	\$ 4,000.00
7020	Co-Worker Services	\$ 10,000.00	\$ 10,000.00
7030	Continuing Education	\$ 25,300.00	\$ 25,300.00
7040	Professional Services	\$ 40,000.00	\$ 40,000.00
7050	Insurance-General	\$ 25,000.00	\$ 25,000.00
7060	Maintenance-Office Equip.	\$ 110,000.00	\$ 110,000.00
7070	Printing and Publications	\$ 19,000.00	\$ 19,000.00
7080	Telephone	\$ 15,000.00	\$ 15,000.00
7090	Office Supplies	\$ 15,400.00	\$ 15,400.00
7091	Tech Services Equipment	\$ 2,000.00	\$ 2,000.00
7092S	Tech Services Supplies	\$ 9,000.00	\$ 9,000.00
7092P	Tech Services Processing	\$ 5,000.00	\$ 5,000.00
7093	Circulation Serv Supplies	\$ 5,000.00	\$ 5,000.00
7100	Postage	\$ 10,000.00	\$ 10,000.00
7110	Programming	\$ 28,000.00	\$ 28,000.00
7120	Public Relations	\$ 7,000.00	\$ 7,000.00
7130	Gifts Given	\$ 900.00	\$ 900.00
7140	Contingency	\$ 9,000.00	\$ 9,000.00
8000	Capital Expenses	\$ 250,000.00	\$ 250,000.00
8050	Capital Projects	\$ 250,000.00	\$ 250,000.00
8060	Grant Funds	\$ 75,000.00	\$ -
TOTAL OPERATING		\$ 2,089,000.00	\$ 2,014,000.00

BE IT FURTHER RESOLVED that an additional levy for the library's portion of the Illinois Municipal Retirement Fund on behalf of the library's employees be made as follows:

<u>ACCOUNT #</u>	<u>DESCRIPTION</u>	<u>APPROPRIATED</u>	<u>LEVIED</u>
5040	IMRF	\$ 75,000.00	\$ 75,000.00

BE IT FURTHER RESOLVED that an additional levy for the library's portion of the Federal Insurance Contributions Act on behalf of the library's employees be made as follows:

<u>ACCOUNT #</u>	<u>DESCRIPTION</u>	<u>APPROPRIATED</u>	<u>LEVIED</u>
5050	FICA	\$ 56,000.00	\$ 56,000.00

BE IT FURTHER RESOLVED that an additional levy for a .02% Site and Building Maintenance Fund be levied as follows:

<u>ACCOUNT #</u>	<u>DESCRIPTION</u>	<u>APPROPRIATED</u>	<u>LEVIED</u>
8010	Computers	\$ 22,500.00	\$ 22,500.00
8020	Photocopiers	\$ 8,500.00	\$ 8,500.00
8030	Maintenance-Building	\$ 49,000.00	\$ 49,000.00
TOTAL BUILDING MAINTENANCE		\$ 80,000.00	\$ 80,000.00

BE IT FURTHER RESOLVED that an additional levy for the library's Special Reserve be levied as follows:

<u>ACCOUNT #</u>	<u>DESCRIPTION</u>	<u>APPROPRIATED</u>	<u>LEVIED</u>
9100	Special Reserve	\$ 2,000,000.00	\$0.00

TOTAL ALL FUNDS	\$ 4,300,000.00	\$ 2,225,000.00
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Section 2: BE IT FURTHER RESOLVED, that all unexpended balances of proceeds received annually from public library taxes not in excess of statutory limits may be transferred to the Special Reserve Fund previously established in accordance with 75 ILCS 5/5-8, this Fund having been established for capital projects as limited by statute, and the amounts shall be transferred to this Fund as directed by the Board of Library Trustees.

BE IT FURTHER RESOLVED to develop and adopt a plan or plans pursuant to this article. Such plan or plans subsequently may be amended as circumstances may require.

Section 3: BE IT FURTHER RESOLVED, that the Secretary is hereby directed to file a certified copy of this resolution with the Board of Trustees of the Village of Brookfield in the next annual Appropriation Ordinance and Levy Ordinance of the Village.

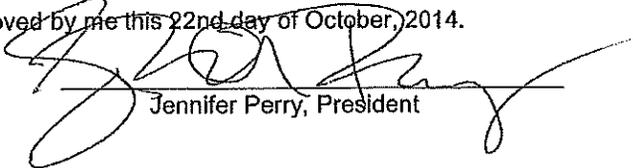
Adopted this 22nd day of October, 2014, pursuant to a roll-call vote as follows:

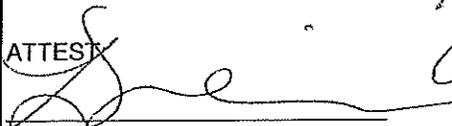
AYES: PRESIDENT PERRY, TRUSTEES DUNER, KISSANE, KNASIAK, AND KAMPSCHROEDER

NAYS: _____

ABSENT: TRUSTEES SWEET AND STEVANOVICH

Approved by me this 22nd day of October, 2014.


Jennifer Perry, President

ATTEST

Lisa Knasiak, Secretary

SECTION 4: That all ordinances or parts of ordinances conflicting with any provisions of this ordinance be and the same are hereby repealed.

SECTION 5: That if any item, or portion thereof, of this appropriation ordinance is for any reason held invalid, such invalidity shall not affect the validity of the remaining portion of such items or the remaining portion of this ordinance.

SECTION 6: That this ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED this 26th day of January, 2015 by the Board of Trustees of the Village of Brookfield, Cook County, Illinois.

AYES: _____
NAYS: _____
ABSENT: _____
ABSTENTION: _____

APPROVED this 26th day of January, 2015.

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

ATTESTED and filed in my office,
and published in pamphlet form
this 26th day of January 2015.

Catherine Colgrass-Edwards, Clerk of the Village
of Brookfield, Cook County, Illinois

CERTIFIED ESTIMATE OF REVENUES BY SOURCE

VILLAGE OF BROOKFIELD, ILLINOIS

The undersigned, Chief Fiscal Officer of the Village of Brookfield, Cook County, Illinois, does hereby certify that the estimate of revenues by source, and anticipated to be received by said taxing district, attached hereto is a true statement of said estimate.

This certification is made and filed pursuant to the requirements of Public Act 83-881 and on behalf of the Village of Brookfield, Cook County, Illinois. This certification must be filed within thirty days after the adoption of the Appropriation Ordinance.

DATED this 26th day of January, 2015.

Douglas E. Cooper
Finance Director

FILED this _____ day of _____, 2015

County Clerk

CERTIFICATION OF APPROPRIATION ORDINANCE

VILLAGE OF BROOKFIELD, ILLINOIS

The undersigned, duly elected and qualified Clerk of the Village of Brookfield, Cook County, Illinois, does hereby certify that the attached hereto is a true and correct copy of the Appropriation Ordinance of said village for the fiscal year beginning January 1, 2015 and ending on December 31, 2015, as adopted January 26th, 2015.

This certification is made and filed pursuant to the requirements of Public Act 83-881 and on behalf of the Village of Brookfield, Cook County, Illinois. This certification must be filed within thirty days after the adoption of the Appropriation Ordinance.

DATED this 26th day of January, 2015

Catherine Colgrass-Edwards
Village Clerk

FILED this _____ day of _____, 2015

County Clerk