



# Village of Brookfield

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

VILLAGE PRESIDENT  
Michael J. Garvey

VILLAGE CLERK  
Brigid Weber

BOARD OF TRUSTEES  
Catherine A. Colgrass-Edwards  
Ryan P. Evans  
C.P. Hall, II  
Kit P. Ketchmark  
Brian S. Oberhauser  
Michael A. Towner

VILLAGE MANAGER  
Riccardo F. Ginex

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

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO  
ZOOLOGICAL SOCIETY

## VILLAGE OF BROOKFIELD CONGRESS PARK TAX INCREMENT FINANCING DISTRICT PUBLIC HEARING

MONDAY, NOVEMBER 28, 2011  
6:00 P.M.  
BROOKFIELD VILLAGE HALL  
8820 BROOKFIELD AVENUE  
BROOKFIELD, ILLINOIS

### PUBLIC HEARING AGENDA

- I. CALL TO ORDER.
- II. ROLL CALL.
- III. OVERVIEW OF THE PROPOSED CONGRESS PARK TAX INCREMENT FINANCING DISTRICT.
- IV. WRITTEN COMMENTS FILED WITH THE OFFICE OF THE VILLAGE CLERK.
- V. PUBLIC COMMENT.
- VI. ADJOURNMENT.



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VILLAGE OF BROOKFIELD  
BROOKFIELD, ILLINOIS 60513

## BROOKFIELD VILLAGE BOARD MEETING AGENDA

Monday, November 28, 2011  
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

### Proclamation - Sixtieth Anniversary of the Brookfield Auxiliary Police Corps

#### Outstanding Citizen Awards

- Greg M. Dybas
- James A. Harris
- Omar Laureno
- Blake Ortega

Appointment – Yvonne Prause – Park and Recreation Commission, Term to expire 5/31/2012

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

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.

## V. REPORTS OF SPECIAL COMMITTEES

Trustee Hall	Chamber of Commerce
Trustee Oberhauser	Conservation, Special Events
Trustee Edwards	Recreation, Plan Commission, Senior Liaison
Trustee Ketchmark	Administration, Public Safety, Zoning
Trustee Towner	Public Works, Finance
	○ Corporate Warrant #985
Trustee Evans	Beautification, Library
President Garvey	Economic Development, Brookfield Zoo, WCMC

## VI. New Business

- A. **Ordinance 2011-71** - An Ordinance Providing for the Submission to the Electors of the Village of Brookfield, Cook County, the Question Whether the Village Should Have the Authority Pursuant to the Illinois Power Agency Act to Arrange for the Supply of Electricity for its Residential and Small Commercial Retail Customers Who Have Not Opted Out of Such Program
- B. **Resolution 2011-863** – A Resolution for Appropriation of Funds for the Purpose of Paying for Local Agency Share for Construction and Construction Engineering for the Grand Boulevard Improvements Under IDOT Project Number M-9003(875), State Job # C91-114-12
- C. **Resolution 2011-864** – Local Agency Agreement for Federal Participation
- D. **Resolution 2011-865** – Construction Engineering Services Agreement for Federal Participation
- E. **Resolution 2011-866** - Resolution for Improvement by Municipality Under the Illinois Highway Code

## VII. Managers Report

## VIII. Executive Session – Litigation and Land Acquisition and Sale

## IX. Adjournment

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VILLAGE OF BROOKFIELD  
BROOKFIELD, ILLINOIS 60513

## PROCLAMATION

**Whereas**, this November 23<sup>rd</sup> marks the 60<sup>th</sup> anniversary of the Brookfield Auxiliary Police Corps who were incorporated on November 23<sup>rd</sup>, 1951; and

**Whereas**, the Brookfield Auxiliary Police Corps was formed in 1951 by longtime Brookfield resident, Stanley K. Hale, a part-time police officer; and

**Whereas**, The Brookfield Auxiliary Police Corps is one of the oldest in the State of Illinois; and

**Whereas**, the auxiliary police officers assist the Brookfield Police Department and provide a vital public service;

**NOW, THEREFORE, I**, Michael J. Garvey, Village President of Brookfield, call upon all citizens of Brookfield and upon all patriotic, civic and educational organizations to congratulate these individuals on their 60<sup>th</sup> anniversary, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves a reputation for preserving the security of all citizens.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the Brookfield to be affixed.

In witness whereof, I have hereunto set my hand and caused the Seal of the Village of Brookfield to be affixed this 28<sup>th</sup> day of November, 2011.

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**Michael J. Garvey, Village President**



The Village of Brookfield  
Board of Trustees  
presents this Certificate of Appreciation and  
Outstanding Citizen Award to

**GREG M. DYBAS**

for his participation in lending assistance to a Brookfield Police  
Officer in subduing a violent offender on November 1, 2011

---

*Michael J. Garvey, Village President*

*Presented November 28, 2011*



The Village of Brookfield  
Board of Trustees  
presents this Certificate of Appreciation and  
Outstanding Citizen Award to

**JAMES A. HARRIS**

for his participation in lending assistance to a Brookfield Police  
Officer in subduing a violent offender on November 1, 2011

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*Michael J. Garvey, Village President*

*Presented November 28, 2011*



The Village of Brookfield  
Board of Trustees  
presents this Certificate of Appreciation and  
Outstanding Citizen Award to

**OMAR LAURENO**

for his participation in lending assistance to a Brookfield Police  
Officer in subduing a violent offender on November 1, 2011

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*Michael J. Garvey, Village President*

*Presented November 28, 2011*



The Village of Brookfield  
Board of Trustees  
presents this Certificate of Appreciation and  
Outstanding Citizen Award to

**BLAKE ORTEGA**

for his participation in lending assistance to a Brookfield Police  
Officer in subduing a violent offender on November 1, 2011

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*Michael J. Garvey, Village President*

*Presented November 28, 2011*

CHECK	VENDOR	AMOUNT
11101	22690 VILLAGE OF BROOKFIELD	299,005.29
12111	1395 AMALGAMATED BANK OF CHICAGO	1,564,381.88
67938	12285 LASER QUEST	408.00
67939	15410 OLD TOWN PIZZA	246.69
67940	22180 VEHICLE TAG REFUND	40.00
67942	1020 A & M PARTS INC.	428.79
67943	1103 ACCURATE DOCUMENT DESTRUCTION	67.50
67944	1155 ADVANTAGE CHEVROLET	33.78
67945	1250 AIRGAS NORTH CENTRAL	180.89
67946	1325 AIS	5,214.09
67947	1740 ATRIUM	1,106.00
67948	1781 AT & T	1,681.48
67949	1814 AVALON PETROLEUM CO.	21,959.00
67950	2093 BARNES GROUP INC.	293.01
67951	2522 THE BREWER COMPANY	198.75
67952	2720 BROOKFIELD TRUE VALUE HARDWAR	22.63
67953	3055 CALL ONE	330.29
67954	3102 CANON BUSINESS SOLUTIONS, INC	287.61
67955	3110 CARSTAR SCOLA'S COLLISION CTR	720.60
67956	3550 COMCAST	79.90
67957	4005 D F V ENTERPRISES	225.00
67958	4880 DUPAGE TOPSOIL INC.	610.00
67959	4905 DYNAMEX, INC.	47.92
67960	5500 EXELON ENERGY COMPANY	13,529.83
67961	6540 FLEETPRIDE	121.02
67962	6572 FMP	214.44
67963	6657 VINCENT FRAGA	100.00
67964	7156 GEAR WASH, LLC	305.43
67965	8080 HANCOCK ENGINEERING	1,805.00
67966	8120 HANSON AGGREGATES INC.	310.59
67967	8470 HITCHCOCK DESIGN GROUP	1,785.28
67968	9535 ILLINOIS PAPER & COPIER CO.	93.15
67969	9920 INVENTORY TRADING COMPANY	1,016.75
67970	9933 IRMA	863.67
67971	10104 J&L ENGRAVING	23.75
67972	11100 KANE, MC KENNA CAPITAL INC.	4,945.00
67973	11713 KIERITH KURTH	38.96
67974	12038 LA FASTENERS INC.	230.03
67975	12175 LA GRANGE PK ACE HARDWARE	114.22
67976	12345 LAWSON PRODUCTS, INC.	56.16
67977	13257 CAROL MC BRIDE-LESLIE	119.65
67978	13379 MEGAPATH	521.12
67979	13392 MENARDS-HODGKINS	291.13
67980	13429 METROPOLITAN FIRE CHIEFS ASSC	40.00
67981	13613 MINER ELECTRONICS CORP	413.33
67982	14383 NATIONAL SEED	494.00
67983	14800 NICOR	81.62
67984	15387 OCCUPATIONAL HEALTH CTR OF SW	50.00
67985	15837 ORKIN INC.	439.30
67986	16005 P&G KEENE ELECTRICAL REBUILDE	102.00

CHECK	VENDOR	AMOUNT
67987	16195 PARAMEDIC BILLING SERVICES	1,003.89
67988	16250 PAUL CONWAY SHIELDS	1,767.80
67989	16518 PINNER ELECTRIC, INC.	490.51
67990	16615 PORTABLE JOHN, INC.	428.18
67991	16675 PRAIRIE MOON NURSERY	1,113.65
67992	17017 QUARRY MATERIALS, INC.	241.38
67993	18103 RAY O'HERRON CO., INC.	393.90
67994	18398 RELIABLE MATERIALS LYONS LLC	231.00
67995	18560 RICMAR INDUSTRIES	142.61
67996	19038 SAM'S CLUB	205.00
67997	19333 SHEMIN NURSERIES, INC.	237.00
67998	19518 SOUTHWEST SPRING INC	1,509.54
67999	19616 STANDARD EQUIPMENT CO.	3,048.24
68000	19630 STAPLES ADVANTAGE	168.19
68001	19681 STATE TREASURER	3,726.00
68002	20240 TERMINAL SUPPLY CO	84.10
68003	20870 TRUGREEN CHEMLAWN	471.00
68004	21445 UNIFIRST CORPORATION	478.54
68005	22725 VILLAGE OF DOWNERS GROVE	1,242.82
68006	23400 WELLNESS INC.	2,668.00
68007	23418 WENTWORTH TIRE SERVICE	301.84
68008	23489 WEST COOK COUNTY SOLID WASTE	18,877.85
68009	23675 WESTFIELD FORD	24.04
68010	27001 5 ALARM FIRE & SAFETY EQUIP	9,444.00

74 CHECKS PRINTED

\$1,973,973.61

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
VILLAGE OF BROOKFIELD	P/R DATED 11/10/11	10,674.97	01-10-5020		22690	11101
VILLAGE OF BROOKFIELD	P/R DATED 11/10/11	58.63	01-10-5030		22690	11101
VILLAGE OF BROOKFIELD	FICA & MEDICARE-11/10/11	516.93	01-10-5110		22690	11101
VILLAGE OF BROOKFIELD	SUI-11/10/11	1.00	01-10-5190		22690	11101
VILLAGE OF BROOKFIELD	P/R DATED 11/10/11	2,680.77	01-12-5020		22690	11101
VILLAGE OF BROOKFIELD	P/R DATED 11/10/11	1,448.20	01-12-5025		22690	11101
VILLAGE OF BROOKFIELD	P/R DATED 11/10/11	44.36	01-12-5040		22690	11101
VILLAGE OF BROOKFIELD	FICA & MEDICARE-11/10/11	297.52	01-12-5110		22690	11101
VILLAGE OF BROOKFIELD	P/R DATED 11/10/11	1,859.33	01-13-5020		22690	11101
VILLAGE OF BROOKFIELD	P/R DATED 11/10/11	7,878.64	01-13-5025		22690	11101
VILLAGE OF BROOKFIELD	P/R DATED 11/10/11	1,130.35	01-13-5030		22690	11101
VILLAGE OF BROOKFIELD	P/R DATED 11/10/11	296.92	01-13-5040		22690	11101
VILLAGE OF BROOKFIELD	FICA & MEDICARE-11/10/11	825.52	01-13-5110		22690	11101
VILLAGE OF BROOKFIELD	SUI-11/10/11	8.67	01-13-5190		22690	11101
VILLAGE OF BROOKFIELD	P/R DATED 11/10/11	6,665.71	01-19-5025		22690	11101
VILLAGE OF BROOKFIELD	FICA & MEDICARE-11/10/11	493.73	01-19-5110		22690	11101
VILLAGE OF BROOKFIELD	P/R DATED 11/10/11	11,483.88	01-20-5020		22690	11101
VILLAGE OF BROOKFIELD	P/R DATED 11/10/11	85,178.65	01-20-5025		22690	11101
VILLAGE OF BROOKFIELD	P/R DATED 11/10/11	6,129.12	01-20-5025		22690	11101
VILLAGE OF BROOKFIELD	P/R DATED 11/10/11	15,848.39	01-20-5040		22690	11101
VILLAGE OF BROOKFIELD	FICA & MEDICARE-11/10/11	2,499.42	01-20-5110		22690	11101
VILLAGE OF BROOKFIELD	SUI-11/10/11	104.20	01-20-5190		22690	11101
VILLAGE OF BROOKFIELD	P/R DATED 11/10/11	3,907.34	01-25-5020		22690	11101
VILLAGE OF BROOKFIELD	P/R DATED 11/10/11	67,716.57	01-25-5025		22690	11101
VILLAGE OF BROOKFIELD	P/R DATED 11/10/11	13,717.67	01-25-5040		22690	11101

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
VILLAGE OF BROOKFIELD	FICA & MEDICARE-11/10/11	1,045.02	01-25-5110		22690	11101
VILLAGE OF BROOKFIELD	SUI-11/10/11	27.74	01-25-5190		22690	11101
VILLAGE OF BROOKFIELD	P/R DATED 11/10/11	3,374.42	01-30-5020		22690	11101
VILLAGE OF BROOKFIELD	P/R DATED 11/10/11	27,433.20	01-30-5025		22690	11101
VILLAGE OF BROOKFIELD	P/R DATED 11/10/11	759.00	01-30-5035		22690	11101
VILLAGE OF BROOKFIELD	P/R DATED 11/10/11	1,332.35	01-30-5040		22690	11101
VILLAGE OF BROOKFIELD	FICA & MEDICARE-11/10/11	2,411.69	01-30-5110		22690	11101
VILLAGE OF BROOKFIELD	SUI-11/10/11	12.90	01-30-5190		22690	11101
VILLAGE OF BROOKFIELD	FICA & MEDICARE-11/10/11	380.35	01-40-5110		22690	11101
VILLAGE OF BROOKFIELD	SUI-11/10/11	36.55	01-40-5190		22690	11101
VILLAGE OF BROOKFIELD	P/R DATED 11/10/11	1,901.88	61-61-5020		22690	11101
VILLAGE OF BROOKFIELD	P/R DATED 11/10/11	14,208.05	61-61-5025		22690	11101
VILLAGE OF BROOKFIELD	P/R DATED 11/10/11	406.86	61-61-5040		22690	11101
VILLAGE OF BROOKFIELD	P/R DATED 11/10/11	41.07	61-61-5040		22690	11101
VILLAGE OF BROOKFIELD	FICA & MEDICARE-11/10/11	1,174.72	61-61-5110		22690	11101
VILLAGE OF BROOKFIELD	P/R DATED 11/10/11	1,901.90	62-61-5020		22690	11101
VILLAGE OF BROOKFIELD	P/R DATED 11/10/11	917.76	62-61-5025		22690	11101
VILLAGE OF BROOKFIELD	FICA & MEDICARE-11/10/11	173.34	62-61-5110		22690	11101
THE BANK OF NEW YORK MELLON	SSA #6	20,000.00	31-00-7260		2065	12111
THE BANK OF NEW YORK MELLON	SSA #3	145,000.00	31-00-7280		2065	12111
FIRST NAT'L BANK OF BROOKFIELD	PRIN-GO BONDS 2000A	18,439.00	31-00-7300		6420	12111
AMALGAMATED BANK OF CHICAGO	2003 DEBT CERT	84,690.00	31-00-7330		1395	12111
AMALGAMATED BANK OF CHICAGO	2004 DEBT CERT	100,000.00	31-00-7340		1395	12111
AMALGAMATED BANK OF CHICAGO	SSA #4	155,000.00	31-00-7350		1395	12111
AMALGAMATED BANK OF CHICAGO	SSA #4	40,000.00	31-00-7360		1395	12111

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
AMALGAMATED BANK OF CHICAGO	GO BONDS 2006B	160,000.00	31-00-7370		1395	12111
THE BANK OF NEW YORK MELLON	SSA #6	4,076.25	31-00-7660		2065	12111
THE BANK OF NEW YORK MELLON	SSA #3	3,298.75	31-00-7680		2065	12111
FIRST NAT'L BANK OF BROOKFIELD	INT GO BONDS 2000A	12,581.00	31-00-7700		6420	12111
AMALGAMATED BANK OF CHICAGO	2003 DEBT CERT	310,000.00	31-00-7730		1395	12111
AMALGAMATED BANK OF CHICAGO	2004 DEBT CERT	19,025.00	31-00-7740		1395	12111
AMALGAMATED BANK OF CHICAGO	SSA #4	5,362.50	31-00-7750		1395	12111
AMALGAMATED BANK OF CHICAGO	SSA #4	1,445.00	31-00-7760		1395	12111
AMALGAMATED BANK OF CHICAGO	GO BONDS 2006B	82,102.50	31-00-7770		1395	12111
AMALGAMATED BANK OF CHICAGO	WATER & SEWER ALT REV SR	135,000.00	61-61-7370		1395	12111
AMALGAMATED BANK OF CHICAGO	GO REF BDS SER 2009	180,000.00	61-61-7383		1395	12111
AMALGAMATED BANK OF CHICAGO	WATER & SEWER ALT REV SR	59,709.38	61-61-7740		1395	12111
AMALGAMATED BANK OF CHICAGO	GO REF BDS SER 2009	28,652.50	61-61-7783		1395	12111
LASER QUEST	LETS WIN EVENT	408.00	01-20-5560		12285	67938
OLD TOWN PIZZA	LETS WIN DINNER	246.69	01-20-5560		15410	67939
VEHICLE TAG REFUND	REFUND DUPLICATE TAG P. LAZARSKI	40.00	01-36-4270		22180	67940
A & M PARTS INC.	OIL & FILTER	57.34	01-34-5710	292539	1020	67942
A & M PARTS INC.	FUEL & OIL FILTERS FOR STOCK	150.54	01-34-5710	291058	1020	67942
A & M PARTS INC.	DIE STOC	12.76	01-34-5710	292544	1020	67942
A & M PARTS INC.	PARTS FOR PLOW TRUCKS	208.15	01-34-5710	293573	1020	67942
ACCURATE DOCUMENT DESTRUCTION	SHREDDING SVC	67.50	01-10-5299	794215	1103	67943
ADVANTAGE CHEVROLET	BOLT/GASKET	33.78	01-34-5710	267070	1155	67944
AIRGAS NORTH CENTRAL	MEDICAL OXYGEN	47.69	01-25-5645	916620	1250	67945
AIRGAS NORTH CENTRAL	WELDING GASES	133.20	01-34-5710	910351	1250	67945

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
AIS	COMPUTER SVC-OCT 2011	3,718.75	01-14-5299	18938	1325	67946
AIS	19" WIDE LCD MONITOR	136.00	01-14-6530	18916	1325	67946
AIS	BUSINESS WORKSTATION UPGRADE TO WINDOWS 7 PRO MICROSOFT OFFICE 2010	1,268.00	01-14-6530	18859	1325	67946
AIS	APC BATTERY BACKUP	91.34	01-19-5320	18905	1325	67946
ATRIUM	2011 FALL PROPOSAL	1,106.00	01-07-5690	4680	1740	67947
AT & T	485-3277	37.40	01-14-5580		1781	67948
AT & T	485-6045	96.19	01-14-5580		1781	67948
AT & T	485-6575	38.50	01-14-5580		1781	67948
AT & T	485-2499	39.91	01-14-5580		1781	67948
AT & T	485-0076	224.50	01-14-5580		1781	67948
AT & T	485-2266	38.32	01-14-5580		1781	67948
AT & T	E911-847-734-5955	1,206.66	01-14-5580		1781	67948
AVALON PETROLEUM CO.	DIESEL FUEL	7,024.00	01-34-5650	10599	1814	67949
AVALON PETROLEUM CO.	PREMIUM FUEL	14,935.00	01-34-5650	547375	1814	67949
BARNES GROUP INC.	MISC PARTS	293.01	01-34-5710	728600	2093	67950
THE BREWER COMPANY	50# BAG GLASS BEADS	198.75	01-36-5750	545204	2522	67951
BROOKFIELD TRUE VALUE HARDWARE	MISC SUPPLIES	22.63	01-30-5690		2720	67952
CALL ONE	LOCAL/LONG DIST SVC-11/1 12/14/11-1010-4340-0000	330.29	01-14-5500		3055	67953
CANON BUSINESS SOLUTIONS, INC	ANALOG TOUCH PANEL UNIT	47.13	01-14-6530	81595	3102	67954
CANON BUSINESS SOLUTIONS, INC	SUPPLY INCL PRG-IRC4580	144.74	01-20-5540	161284	3102	67954
CANON BUSINESS SOLUTIONS, INC	SUPPLY INCL PRG-IRC3080	95.74	01-25-5630	400620	3102	67954
CARSTAR SCOLA'S COLLISION CTR	REPAIRS TO 2010 FORD SUV	720.60	01-20-5380	45455	3110	67955
COMCAST	XFINITY INTERNET 8771 20 167 0055098	79.90	01-14-5500		3550	67956

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
D F V ENTERPRISES	2011 MEDIUM/HEAVY DUTY P	225.00	01-34-5710		4005	67957
DUPAGE TOPSOIL INC.	SEMI PULV	305.00	01-33-5655	34210	4880	67958
DUPAGE TOPSOIL INC.	SEMI PULV	305.00	01-33-5655	34155	4880	67958
DYNAMEX, INC.	MESSENGER SVC	47.92	01-10-5299	24788	4905	67959
EXELON ENERGY COMPANY	STREET LIGHTING 0307039096	13,529.83	01-36-5775		5500	67960
FLEETPRIDE	2.5 GL CONC ADV FORM DFS	121.02	01-34-5650	449214	6540	67961
FMP	DUAL FAN ASSEMBLY	214.44	01-34-5710	370137	6572	67962
VINCENT FRAGA	CDL TRAINING MATERIAL	100.00	01-36-5590		6657	67963
GEAR WASH, LLC	SPECIAL CLEANING OF FIRE GEAR	305.43	01-25-5765	7201	7156	67964
HANCOCK ENGINEERING	DUNKIN DONUTS DEVELOPMEN	1,352.00	01-13-5299	110361	8080	67965
HANCOCK ENGINEERING	CONGRESS PK AREA TIF DIS	453.00	15-00-5220	110362	8080	67965
HANSON AGGREGATES INC.	BINDER	63.91	01-36-5730	525817	8120	67966
HANSON AGGREGATES INC.	GRADE 8 STONE	65.18	01-36-5730	525841	8120	67966
HANSON AGGREGATES INC.	BINDER	181.50	01-36-5730	525690	8120	67966
HITCHCOCK DESIGN GROUP	JAYCEE/EHLERT PARK CONST PHASE SVC	1,785.28	43-00-6350	14017	8470	67967
ILLINOIS PAPER & COPIER CO.	SEPT/OCT BILLING	93.15	01-10-5540	823573	9535	67968
INVENTORY TRADING COMPANY	FD UNIFORMS	1,016.75	01-25-5765	213750	9920	67969
IRMA	OCT 2011 DEDUCTIBLE	736.17	01-12-5520		9933	67970
IRMA	LEADERSHIP LESSONS OF DR SEUSS	127.50	01-30-5810	8103	9933	67970
J&L ENGRAVING	LETTERS	23.75	01-25-5330	1385	10104	67971
KANE, MC KENNA CAPITAL INC.	BROOKFIELD STATE REPORT	825.00	15-00-5220	10697	11100	67972
KANE, MC KENNA CAPITAL INC.	BROOKFIELD-CONGRESS TIF	4,120.00	15-00-5220	10696	11100	67972
KIERITH KURTH	PAPER STOCK FOR "PROGRES	38.96	01-07-5690		11713	67973

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
	PARK" INVITATIONS					
LA FASTENERS INC.	BLACK NYLON TIES-ADAPTER KIT FOR BLOW GUN	195.97	01-34-5710	239228	12038	67974
LA FASTENERS INC.	TYPHOON BLOW GUN	18.97	01-34-5710	239091	12038	67974
LA FASTENERS INC.	PARTS FOR SIGNS	15.09	01-34-5710	239454	12038	67974
LA GRANGE PK ACE HARDWARE	MISC SUPPLIES	114.22	01-30-5690		12175	67975
LAWSON PRODUCTS, INC.	3" 50X RADIAL BRISTLE	46.80	01-34-5710	305729	12345	67976
LAWSON PRODUCTS, INC.	3" 50X RADIAL BRISTLE	9.36	01-34-5710	290677	12345	67976
CAROL MC BRIDE-LESLIE	BULBS & GLOVES FOR PROJE NICE	119.65	01-07-5690		13257	67977
MEGAPATH	MONTHLY T1 LINE CHG-DCU	521.12	01-14-5500	476068	13379	67978
MENARDS-HODGKINS	MISC SUPPLIES	44.81	01-30-5690	29677	13392	67979
MENARDS-HODGKINS	3FT MEASURING WHEEL RAINCOAT MLTISURF WTRPRFR	57.98	01-30-5690	27305	13392	67979
MENARDS-HODGKINS	CHRISTMAS SUPPLIES	18.39	01-30-5690	27990	13392	67979
MENARDS-HODGKINS	SLAMSCRAPER	29.97	01-30-5690	27549	13392	67979
MENARDS-HODGKINS	LIGHTS	125.05	01-30-5690	26732	13392	67979
MENARDS-HODGKINS	WHITE ROOF GUTTER	14.93	01-31-5305	25482	13392	67979
METROPOLITAN FIRE CHIEFS ASSC	2012 MEMBERSHIP DUES CHIEF PATRICK LENZI	40.00	01-25-5550		13429	67980
MINER ELECTRONICS CORP	CHANGED OUT BAD MIRROR B	310.00	01-20-5310	242715	13613	67981
MINER ELECTRONICS CORP	REPLACED VOLUME CONTROL	103.33	01-20-5310	242820	13613	67981
NATIONAL SEED	GREENSKEEPER GLAMOUR MIX	494.00	01-33-5655	526895	14383	67982
NICOR	SVC @ 4523 EBERLY 96 09 97 0000 5	53.62	01-31-5770		14800	67983
NICOR	SVC @ 4301 ELM 82 99 97 0000 6	28.00	01-31-5770		14800	67983
OCCUPATIONAL HEALTH CTR OF SW	RANDOM TESTING INV 1006243376	50.00	01-30-5280		15387	67984

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
ORKIN INC.	SVC @ 4523 EBERLY	49.50	01-30-5510		15837	67985
ORKIN INC.	SVC @ FIRE STATIONS	90.00	01-30-5510		15837	67985
ORKIN INC.	SVC @ 4301 ELM	45.00	01-30-5510		15837	67985
ORKIN INC.	SVC @ VLG HALL	48.00	01-30-5510		15837	67985
ORKIN INC.	SVC @ 3830 MAPLE	50.60	01-30-5510		15837	67985
ORKIN INC.	SVC @ KIWANIS PARK	49.50	01-30-5510		15837	67985
ORKIN INC.	SVC @ 4545 EBERLY	49.50	01-30-5510		15837	67985
ORKIN INC.	SVC @ TRAIN STATION	57.20	01-30-5510		15837	67985
P&G KEENE ELECTRICAL REBUILDER	PART FOR R13	102.00	01-34-5710	175456	16005	67986
PARAMEDIC BILLING SERVICES	PARAMEDIC BILLING SVC-OC	1,003.89	01-25-5560		16195	67987
PAUL CONWAY SHIELDS	6" SHIELD W/2 PANELS	92.40	01-25-5765	295636	16250	67988
PAUL CONWAY SHIELDS	CLASSIC LEATHER OXFORD	64.75	01-25-5765	293981	16250	67988
PAUL CONWAY SHIELDS	WORK SHOES	1,610.65	01-25-5765	294020	16250	67988
PINNER ELECTRIC, INC.	REPAIRS TO STREET LIGHTS	490.51	01-36-5570	21555	16518	67989
PORTABLE JOHN, INC.	RENTAL	428.18	01-35-5510	174611	16615	67990
PRAIRIE MOON NURSERY	PLANTS/SEEDS FOR CONSV C	1,113.65	01-02-5655	117868	16675	67991
QUARRY MATERIALS, INC.	N50 SURFACE	143.10	01-36-5735	42826	17017	67992
QUARRY MATERIALS, INC.	N50 SURFACE	98.28	01-36-5735	42875	17017	67992
RAY O'HERRON CO., INC.	BATTERY STICK MAGLIGHT	120.00	01-20-5340	45011	18103	67993
RAY O'HERRON CO., INC.	JACKET	262.00	01-20-5765	45065	18103	67993
RAY O'HERRON CO., INC.	INSTANT SHOE SHINE	11.90	01-20-5765	45012	18103	67993
RELIABLE MATERIALS LYONS LLC	DUMP MIXED DIRT/CLAY	231.00	62-64-5480	110165	18398	67994
RICMAR INDUSTRIES	MIX 'N MATCH; PRO-LUBE SLICK	142.61	01-34-5710	309520	18560	67995
SAM'S CLUB	MEMBERSHIP & SERVICE FEE 0402 43777764 2	205.00	01-10-5550	99999	19038	67996

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
SHEMIN NURSERIES, INC.	100 CUT FIR FRASER PREM	237.00	01-33-5690	779426	19333	67997
SOUTHWEST SPRING INC	PARTS FOR #411	1,509.54	01-34-5710	162990	19518	67998
STANDARD EQUIPMENT CO.	PARTS FOR SWEEPER	534.55	01-34-5710	C69434	19616	67999
STANDARD EQUIPMENT CO.	MISC PARTS	244.52	01-34-5710	C69538	19616	67999
STANDARD EQUIPMENT CO.	MISC PARTS	98.71	01-34-5710	C69554	19616	67999
STANDARD EQUIPMENT CO.	PARTS FOR SWEEPER	2,170.46	01-34-5710	C69433	19616	67999
STAPLES ADVANTAGE	RED INK	19.95	01-10-5670	316328	19630	68000
STAPLES ADVANTAGE	CASHIER'S OFFICE SUPPLIE	148.24	01-12-5670	316391	19630	68000
STATE TREASURER	TRAFFIC SIGNAL MAINT	3,726.00	01-36-5570	38086	19681	68001
TERMINAL SUPPLY CO	COMMUNICATION CONNECTOR	57.10	01-34-5710	88389	20240	68002
TERMINAL SUPPLY CO	COMMUNICATION CONNECTOR	27.00	01-34-5710	88372	20240	68002
TRUGREEN CHEMLAWN	FALL APPL	471.00	01-33-5655	122102	20870	68003
UNIFIRST CORPORATION	MATS	61.34	01-30-5515	638875	21445	68004
UNIFIRST CORPORATION	DPW UNIFORMS	225.00	01-30-5515	746781	21445	68004
UNIFIRST CORPORATION	DPW UNIFORMS	135.90	01-30-5515	748756	21445	68004
UNIFIRST CORPORATION	MATS	56.30	01-30-5515	638874	21445	68004
VILLAGE OF DOWNERS GROVE	MEDICAL INS-GINEX-DEC 20	1,242.82	01-10-5150	69151	22725	68005
WELLNESS INC.	WELLNESS SCREENINGS-10/2	235.20	01-10-5150	17318	23400	68006
WELLNESS INC.	WELLNESS SCREENINGS-10/2	133.40	01-12-5150		23400	68006
WELLNESS INC.	WELLNESS SCREENINGS-10/2	237.00	01-13-5150		23400	68006
WELLNESS INC.	WELLNESS SCREENINGS-10/2	94.80	01-19-5150		23400	68006
WELLNESS INC.	WELLNESS SCREENINGS-10/2	464.70	01-20-5150		23400	68006
WELLNESS INC.	WELLNESS SCREENINGS-10/2	430.00	01-25-5150		23400	68006
WELLNESS INC.	WELLNESS SCREENINGS-10/2	695.50	01-30-5150		23400	68006
WELLNESS INC.	WELLNESS SCREENINGS-10/2	107.50	01-40-5150		23400	68006

VENDOR NAME	DESCRIPTION OF EXPENDITURE	AMOUNT	ACCT NO	INVOICE NUMBER	VENDOR NUMBER	CHECK NUMBER
WELLNESS INC.	WELLNESS SCREENINGS-10/2	198.15	61-61-5150		23400	68006
WELLNESS INC.	WELLNESS SCREENINGS-10/2	71.75	62-61-5150		23400	68006
WENTWORTH TIRE SERVICE	TIRES	301.84	01-34-5710	408335	23418	68007
WEST COOK COUNTY SOLID WASTE	DISP/ADM FEES-OCT 2011	18,877.85	62-64-5480	2851	23489	68008
WESTFIELD FORD	SWITCH FOR #469	24.04	01-34-5710	124394	23675	68009
5 ALARM FIRE & SAFETY EQUIP	4-SUPER COATS & PANTS FO FIRE DEPT	9,444.00	01-25-5765	118560	27001	68010
	TOTAL EXPENDITURES	1,973,973.61 =====	1-00-1001			

**ORDINANCE NO. 2011 - 71**

**AN ORDINANCE PROVIDING FOR THE SUBMISSION TO  
THE ELECTORS OF THE VILLAGE OF BROOKFIELD, COOK  
COUNTY, THE QUESTION WHETHER THE VILLAGE SHOULD HAVE  
THE AUTHORITY PURSUANT TO THE ILLINOIS POWER AGENCY ACT TO ARRANGE  
FOR THE SUPPLY OF ELECTRICITY FOR ITS RESIDENTIAL  
AND SMALL COMMERCIAL RETAIL CUSTOMERS  
WHO HAVE NOT OPTED OUT OF SUCH PROGRAM**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 28<sup>TH</sup> DAY OF NOVEMBER 2011**

Published in pamphlet form by  
authority of the Corporate  
Authorities of Brookfield, Illinois,  
the 28<sup>th</sup> day of November 2011.

**ORDINANCE NO. 2011 - 71**

**AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, THE QUESTION WHETHER THE VILLAGE SHOULD HAVE THE AUTHORITY PURSUANT TO THE ILLINOIS POWER AGENCY ACT TO ARRANGE FOR THE SUPPLY OF ELECTRICITY FOR ITS RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS WHO HAVE NOT OPTED OUT OF SUCH PROGRAM**

**WHEREAS**, the Illinois Power Agency Act, [20 ILCS 3855/1-1 *et seq.*] was amended to include Section 1-92 entitled "Aggregation of Electrical Load by Municipalities and Counties," (the "Act"); and

**WHEREAS**, pursuant to the Act if an Illinois municipality seeks to operate the aggregation program under the Act as an opt-out program for residential and small commercial retail customers, then prior to an adoption of an ordinance to establish a program, the municipality must first submit a referendum to its residents to determine whether or not the aggregation program shall operate as an opt-out program for residential and small commercial retail customers. If the majority of the electors voting on the question vote in the affirmative, then the corporate authorities of the municipality may implement an opt-out aggregation program for residential and small commercial retail customers; and

**WHEREAS**, the Corporate Authorities of the Village of Brookfield (the "Village") hereby find that it is in the best interest of the Village to operate the aggregation program under the Act as an opt-out program and to submit the question to the electors in a referendum pursuant to the Act;

**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 Corporate Authorities of the Village of Brookfield find that the recitals set forth above are true and correct and includes the recitals in this Ordinance.

**Section 2:** The Corporate Authorities of the Village of Brookfield find and determine that it is in the best interests of the Village of Brookfield to operate the aggregation program under the Act as an opt-out program.

**Section 3:** In the event such question is approved by a majority of the electors voting on the question at the regular election on March 20, 2012, the Corporate Authorities of the Village of Brookfield may implement an opt-out aggregation program and if the Corporate Authorities of the Village of Brookfield adopt the program the Village of Brookfield shall comply with all the terms and provisions of the Act.

**Section 4:** The Village Clerk is directed to immediately certify and submit the following question to the Cook County Clerk to be placed on the ballot for the general election to be held on March 20, 2012, in the following form:

Shall the Village of Brookfield have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such program?	YES
	NO

**Section 5:** In the event the State of Illinois amends the Act to revise the form of the question to be placed on the ballot, the Village President is authorized to direct the County Clerk to change the form of the question to conform with the amended Act, if required.

**Section 6:** The Corporate Authorities of the Village of Brookfield have elected to work in collaboration with the Northern Illinois Municipal Electric Collaborative (“NIMEC”) who will use its professional expertise, at no cost to the Village, to develop a Plan of Operation and Governance, conduct the RFP process and coordinate with Illinois Commerce Commission, Illinois Power Authority, Attorney General’s Office and Commonwealth Edison.

**Section 7:** This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

**ADOPTED** this 28<sup>th</sup> day of November 2011, pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me this 28<sup>th</sup> day of November 2011.

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

ATTESTED and filed in my office,  
and published in pamphlet form  
this 28<sup>th</sup> day of November 2011.

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

# RESOLUTION 2011-863

**RESOLUTION FOR APPROPRIATION OF FUNDS FOR THE  
PURPOSE OF PAYING FOR LOCAL AGENCY SHARE FOR CONSTRUCTION  
AND CONSTRUCTION ENGINEERING FOR THE GRAND BOULEVARD  
IMPROVEMENTS UNDER IDOT PROJECT  
NUMBER M-9003-(875), STATE JOB NO. C-91-114-12**

**WHEREAS**, the Village of Brookfield, through a Local Agency Agreement for Federal Participation, has agreed to participate in the Surface Transportation Program for the purpose of improvements on Grand Boulevard; and

**WHEREAS**, the Village agrees to pay 100% of the construction engineering costs up front and seek reimbursement of 75% of the costs from the Illinois Department of Transportation; and

**WHEREAS**, the Village agrees to pay the local share of construction costs for participating items; and

**WHEREAS**, the Village agrees to pay 100% of the cost of construction for non-participating items that are part of the project; and

**WHEREAS**, through the Surface Transportation Program the improvements are to be constructed.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois that there is hereby appropriated the sum of \$950,075.00 from Corporate Fund and Water and Sewer Fund Monies for the purpose of paying the Local Agency portion of the cost of construction engineering and construction costs for the Grand Boulevard Improvements under Illinois Department of Transportation Project Number M-9003(875), Job Number C-91-114-12.

**ADOPTED** by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, this 28th day of November 2011.

APPROVED:

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk



BE IT RESOLVED, by the President and Board of Trustees of the Council or President and Board of Trustees of the Village of Brookfield of Illinois that the following described street(s) be improved under the Illinois Highway Code:

Table with 4 columns: Name of Thoroughfare, Route, From, To. Rows include Grand Blvd (Veteran's Circle to 31st Street) and Monroe Avenue (Grand Blvd to Prairie Avenue).

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Reconstruction of the roadway with new full depth HMA, curb and gutter, driveway and sidewalk removal and replacment, roadway lighting, landsdacing, pavement marking and other appurtenant work.

and shall be constructed 42' E-E wide and be designated as Section 07-00122-01-PV

2. That there is hereby appropriated the (additional Yes No) sum of One Million One Hundred Sixty Nine and no/100 Dollars ( \$1,169,376.00 ) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract Specify Contract or Day Labor ; and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved
Date
Department of Transportation
Regional Engineer

I, Brigid Weber Clerk in and for the Village of Brookfield of Cook County, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the President and Board of Trustees at a meeting on November 28, 2011 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of (SEAL) City, Town, or Village Clerk



# RESOLUTION 2011-864

## Local Agency Agreement for Federal Participation

Local Ager	X		
Village of Brookfield	Fund Type	ITEP Number	
Section	STU		
07-00122-01-PV			

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-114-12	M-9003(875)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

### Location

Local Name Grand Boulevard Route FAU 1694 Length 1.17 miles

Termini Veteran's Circle to 31<sup>st</sup> Street

Current Jurisdiction LA Existing Structure No N/A

### Project Description

This project includes the reconstruction of Grand Boulevard and the reconstruction of Monroe Avenue from Grand Blvd to Prairie Avenue. Work shall include the removal and replacement of curb and gutter, installation of new storm sewers, drainage structures and water main, aggregate base course, full depth HMA Pavement, leveling binder, hot-mix asphalt surface course, pavement marking, restoring the parkways with topsoil and sod, and all other appurtenant work necessary to complete the project.

### Division of Cost

Type of Work	STU	%	STATE	%	LA	%	Total
Participating Construction	3,042,375	( * )		( )	1,014,125	( BAL )	4,056,500
Non-Participating Construction		( )		( )	650,000	( 100 )	650,000
Preliminary Engineering		( )		( )		( )	
Construction Engineering	341,250	( * )		( )	113,750	( BAL )	455,000
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
Materials							
<b>TOTAL</b>	<b>\$ 3,383,625</b>		<b>\$</b>		<b>\$ 1,777,875</b>		<b>\$ 5,161,500</b>

\*Maximum FHWA(STU) Participation 75% not to exceed \$3,383,625.

Non-Participating Construction includes, but is not limited to, watermain & part of reconstruction of Monroe Ave

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

### Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

### Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) \_\_\_\_\_

METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_

METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the LA, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
  - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

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**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

**APPROVED**

Local Agency

Michael Garvey

\_\_\_\_\_  
Name of Official (Print or Type Name)

Village President

\_\_\_\_\_  
Title (County Board Chairperson/Mayor/Village President/etc.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

The above signature certifies the agency's TIN number is  
36-6005807 conducting business as a Governmental  
Entity.

DUNS Number 070234661

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Gary Hannig, Secretary of Transportation

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
(Delegate's Signature)

\_\_\_\_\_  
(Delegate's Name - Printed)

\_\_\_\_\_  
Christine M. Reed, Director of Highways/Chief Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ellen J. Schanzle-Haskins, Chief Counsel

\_\_\_\_\_  
Date

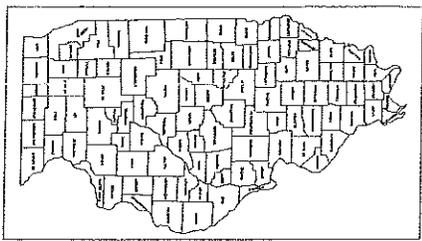
\_\_\_\_\_  
Matthew R. Hughes, Acting Director of Finance and Administration

\_\_\_\_\_  
Date

**NOTE:** If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

BOOK NO.	SHEET NO.	TOTAL SHEETS
1	1	1
STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS PROJECT NO. 07-00122-01-PV PROJECT M-9003(875) VILLAGE OF BROOKFIELD CONTRACT NO. 63651		

**STATE OF ILLINOIS**  
**DEPARTMENT OF TRANSPORTATION**  
**DIVISION OF HIGHWAYS**  
**PLANS FOR PROPOSED**  
**FEDERAL AID HIGHWAY**  
**FAU ROUTE 1694 (GRAND BOULEVARD)**  
**VETERANS CIRCLE TO 31ST STREET**  
**RESURFACING AND RECONSTRUCTION**  
**SECTION NO. 07-00122-01-PV**  
**PROJECT M-9003(875)**  
**VILLAGE OF BROOKFIELD**  
**COOK COUNTY**  
**JOB NO. C-91-114-12**



ILLINOIS DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS

APPROVED: \_\_\_\_\_ DATE: 12/16/2011

DESIGNED BY: \_\_\_\_\_

DRAWN BY: \_\_\_\_\_

SCALE: \_\_\_\_\_

PROJECT: \_\_\_\_\_

DATE: 12-16-2011

DESIGNED BY: \_\_\_\_\_

DRAWN BY: \_\_\_\_\_

SCALE: \_\_\_\_\_

PROJECT: \_\_\_\_\_

DATE: 12-16-2011

DESIGNED BY: \_\_\_\_\_

DRAWN BY: \_\_\_\_\_

SCALE: \_\_\_\_\_

PROJECT: \_\_\_\_\_

DATE: 12-16-2011



SIGNED: *Paul J. Riddle*  
DATE: 12-16-2011

E.H.E. NO. 125-09-23201

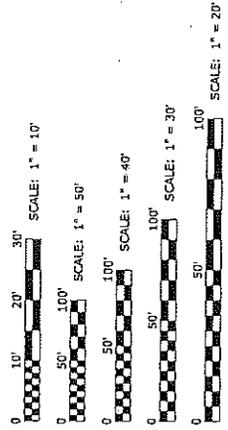
FOR INDEX OF SHEETS SEE SHEET NO. 2

**TRAFFIC DATA**

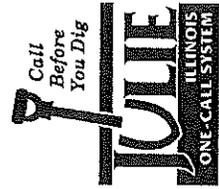
2030 ADT = 6,000  
POSTED SPEED LIMIT: 25 MPH  
DESIGN SPEED LIMIT: 30 MPH

PROJECT LOCATED IN  
THE VILLAGE OF BROOKFIELD

PROJECT ENDS  
STATION 66+50  
GRAND BOULEVARD

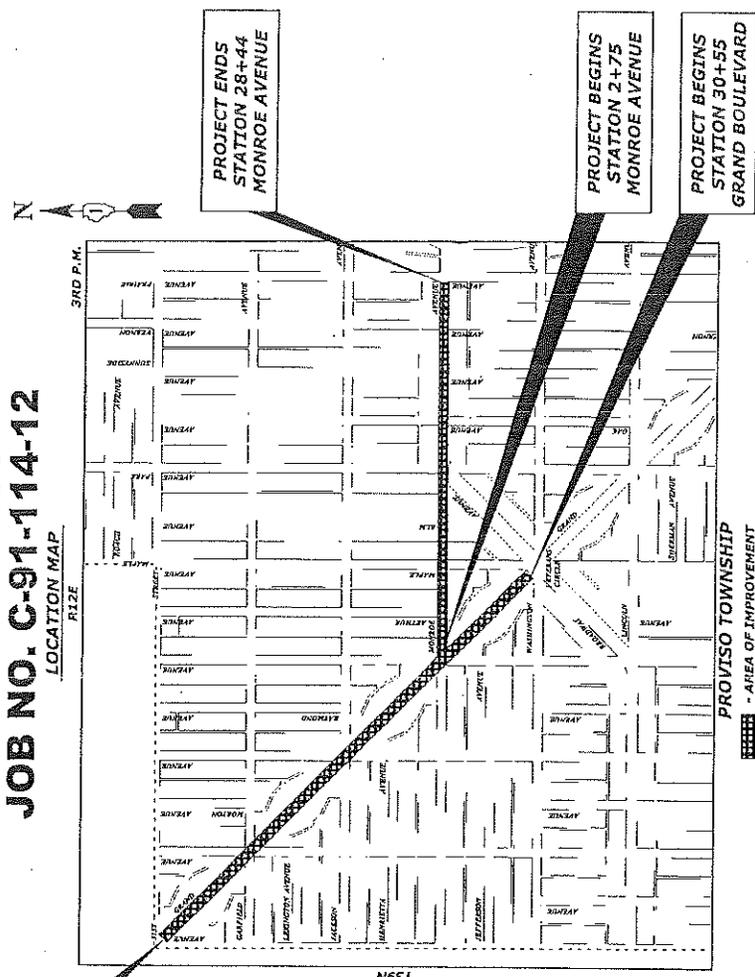


FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.



CONTRACT NO. 63651

PROGRAM AND OFFICE ENGINEER: CHARLES F. RIDDELL, P.E.  
SKIDMORE, OWINGS & MERRILL LLP  
300 NORTH ZEEB ROAD  
ANN ARBOR, MI 48106  
PHONE: (734) 765-4466  
FAX: (734) 765-0300  
CONSULTANT: EDWIN HANCOCK ENGINEERING COMPANY  
9933 ROOSEVELT ROAD  
WESTCHESTER, ILLINOIS 60154



GROSS AND NET LENGTH OF PROJECT = 6,164 FT. = 1.168 MI.

ADDENDUM NO. 1 - LOCATION MAP

# RESOLUTION 2011-865

Local Agency Village of Brookfield County Cook Section 07-00122-01-PV Project No. M-9003(875) Job No. C-91-114-12 Contact Name/Phone/E-mail Address Rick Ginex/708-485-7344 RGINEX@brookfieldil.org	L O C A L  A G E N C Y	 of Transportation  <b>Construction Engineering Services Agreement For Federal Participation</b>	C O N S U L T A N T	Edwin Hancock Engineering Co. Address 9933 Roosevelt Road City Westchester State IL Zip Code 60154 Contact Name/Phone/E-mail Address James Goumas/708-865-0300 jggoumas@ehancock.com
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THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT the following terms are used, they shall be interpreted to mean:

<b>Regional Engineer</b>	Regional Engineer, Department of Transportation
<b>Resident Engineer</b>	LA Employee directly responsible for construction of the PROJECT
<b>Contractor</b>	Company or Companies to which the construction contract was awarded

### Project Description

Name Grand Blvd Route FAU 1694 Length 1.17 Mi. Structure No. N/A  
 Termini Veteran's Circle to 31<sup>st</sup> Street

Description: Reconstruction of the roadway with new full depth HMA, curb and gutter, driveway and sidewalk removal and replacement, roadway lighting, landsdaping, pavement marking and other appurtenant work.

### Agreement Provisions

#### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
  - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
  - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
  - c. For soils, to obtain samples and perform testing as noted below.
  - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

  - e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
  - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
  - g. Inspect, document and inform the resident engineer of the adequacy of the establishment and maintenance of the traffic control.

- h. Geometric control including all construction staking and construction layouts.
  - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
  - j. Measurement and computation of pay items.
  - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
  - m. Revision of contract drawings to reflect as built conditions.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
  3. To furnish the services as required herein within twenty-four hours of notification by the resident engineer or authorized representative.
  4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
  5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
  6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the resident engineer, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
  7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
  8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
  9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
  10. The undersigned certifies neither the ENGINEER nor I have:
    - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
    - b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
    - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
    - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
    - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
    - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
    - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

**II. THE LA AGREES,**

1. To furnish a resident engineer to be in responsible charge of general supervision of the construction.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee       CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or  
                                    CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or  
                                    CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where:      DL = Direct Labor  
                   IHDC = In House Direct Costs  
                   OH = Consultant Firm's Actual Overhead Factor  
                   R = Complexity Factor

Specific Rate               (Pay per element)

Lump Sum                     \_\_\_\_\_

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:
  - With Retainage
    - a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
    - b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
    - c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
  - Without Retainage
    - a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
    - b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

### III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the RESIDENT ENGINEER. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (A) abide by the terms of the statement; and
  - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

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

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation and employee assistance program; and

- (4) the penalties that may be imposed upon an employee for drug violations.
  - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
  - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
  - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

### Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Edwin Hancock Engineering Co.	36-1185970	\$439,492.36
Sub-Consultants:	TIN Number	Agreement Amount
ECS	20-1067717	\$ 11,283.00
Living Water Consultants	36-4180469	\$ 4,551.00
Sub-Consultant Total:		\$ 15,834.00
Prime Consultant Total:		\$439,492.36
Total for all Work:		\$455,326.36

Executed by the LA:

Village of Brookfield

(Municipality/Township/County)

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Village \_\_\_\_\_ Clerk

Title: Village President

(SEAL)

Executed by the ENGINEER:

Edwin Hancock Engineering Co.

ATTEST:

By: *Jamie Smith*

By: *Derek Trischel*

Title: Executive Vice President

Title: President



Exhibit A - Construction Engineering

Route: Grand Blvd  
 Local Agency: Village of Brookfield  
 (Municipality/Township/County)  
 Section: 07-00122-01-PV  
 Project: M-9003(875)  
 Job No.: C-91-114-12

\*Firm's approved rates on file with IDOT'S  
 Bureau of Accounting and Auditing:  
 Overhead Rate (OH) 139.94 %  
 Complexity Factor (R) 0.00  
 Calendar Days 210

Method of Compensation:

- 14.5%[DL + R(DL) + OH(DL) + IHDC]  
 14.5%[DL + R(DL) + 1.4(DL) + IHDC]  
 14.5%[(2.3 + R)DL + IHDC]  
 Specific Rate  
 Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Project Management	Senior Engineer	400.0	\$43.15	\$17,260.00	\$24,050.08			\$5,989.96	\$47,300.04
Project Inspection	Senior Engineer	300.0	43.15	12,945.00	\$18,037.56			\$4,492.47	35,475.03
Project Inspection	Project Engineer	940.0	37.50	35,250.00	\$49,117.35			\$12,233.27	96,600.62
Project Inspection	Engineer - IV	500.0	32.09	16,045.00	\$22,357.10			\$5,568.30	43,970.40
Project Inspection	Engineer-III	700.0	30.38	21,266.00	\$29,632.04			\$7,380.22	58,278.26
Project Inspection	Engineer- II	250.0	27.26	6,815.00	\$9,496.02			\$2,365.10	18,676.12
Construction Layout	Engineer - IV	300.0	32.09	9,627.00	\$13,414.26			\$3,340.98	26,382.24
Construction Layout	Engineer- II	250.0	27.26	6,815.00	\$9,496.02			\$2,365.10	18,676.12
Public Relations	Senior Engineer	60.0	\$43.15	2,589.00	\$3,607.51			\$898.49	7,095.00
Utility Coordination	Senior Engineer	65.0	\$43.15	2,804.75	\$3,908.14			\$973.37	7,686.26
Documentation	Senior Engineer	120.0	43.15	5,178.00	\$7,215.03			\$1,796.99	14,190.02
Documentation	Project Engineer	100.0	37.50	3,750.00	\$5,225.25			\$1,301.41	10,276.66
Documentation	Engineer-III	280.0	30.38	8,506.40	\$11,852.82			\$2,952.09	23,311.31
Project Closeout	Senior Engineer	80.0	43.15	3,452.00	\$4,810.02			\$1,197.99	9,460.01
Project Closeout	Engineer-III	140.0	30.38	4,253.20	\$5,926.41			\$1,476.04	11,655.65
Project Closeout	Engineer- II	140.0	27.26	3,816.40	\$5,317.77			\$1,324.45	10,458.62
Bio Swale						4,551.00			4,551.00
Material Testing						11,283.00			11,283.00
<b>Totals</b>		<b>4625.0</b>		<b>\$160,372.75</b>	<b>\$223,463.38</b>	<b>\$15,826.00</b>		<b>\$55,656.23</b>	<b>\$455,326.36</b>



## EXHIBIT C

### HOURLY SALARY RANGE - ENGINEER'S REGULAR SCALE

<u>CLASSIFICATION</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
SENIOR ENGINEER	\$ 35.00	\$ 45.00
PROJECT ENGINEER	30.00	40.00
ENGINEER - IV	28.00	35.00
ENGINEER - III	28.00	33.00
ENGINEER - II	23.00	30.00
ENGINEER - I	15.00	25.00
CADD TECHNICIAN - III	28.00	33.00
CADD TECHNICIAN - II	23.00	28.00
CADD TECHNICIAN - I	15.00	23.00
TECHNICIAN - II	10.00	15.00
TECHNICIAN - I	8.00	12.00
ADMINISTRATIVE ASSISTANT	15.00	25.00

2011- STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION

**EXHIBIT D**

**PAYROLL BURDEN AND FRINGE COSTS**

	<u>% OF DIRECT PRODUCTIVE PAYROLL</u>
(Federal Insurance Contributions Act )	
(State and Federal Unemployment Insurance )	12.78%
(Worker's Compensation Insurance )	
Paid Holidays, Vacation, Sick Leave, Bonuses	41.62%
Retirement Plan	10.44%
Group Insurance	<u>24.66%</u>
<b>TOTAL PAYROLL BURDEN AND FRINGE COSTS</b>	<b>89.50%</b>

2011- STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION

## EXHIBIT E

### OVERHEAD AND INDIRECT COSTS

	<u>% OF DIRECT PRODUCTIVE PAYROLL</u>
Taxes except Federal Income Tax	2.97%
Business Insurance, (except key-man insurance) Accident, Liability and Valuable Papers	2.73%
Depreciation and Amortization	1.75%
Administrative, Unassignable Staff Time, Recruiting, Training and Education, Severance, Negotiating New Business, and Office Accounting, Clerical and Secretarial Wages and Salaries	17.96%
Reproduction, Printing Costs, Office Supplies and Postage	5.31%
Professional Services including Specialists, Legal, Accounting, etc.	2.87%
Employee Travel Expense not assigned to clients, in state only	5.71%
Telephone and pager	1.98%
Fees, Licenses, Dues, Publications (Technical and Professional) Tuitions and Seminars	2.12%
Business Space Utilities and Maintenance	3.66%
Rental and Maintenance of Equipment	2.07%
Miscellaneous Expense	0.28%
Facilities Capital Cost of Money	<u>1.03%</u>
TOTAL OVERHEAD AND INDIRECT COSTS	50.44%

2011- STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION

Village of Brookfield  
Grand Boulevard Improvements  
Veteran's Circle to 31<sup>st</sup> Street  
Section No.: 07-00122-01-PV  
Project No. M-9003(875)

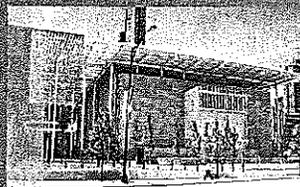
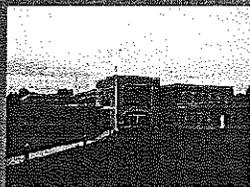
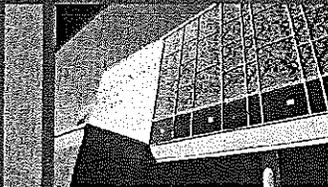
The project is scheduled for the January 20, 2012 letting and construction is slated to begin in April of 2012. Construction is scheduled to take 7 months to complete. We anticipate that all paperwork and the final estimate will be completed by August of 2013.



# ECS MIDWEST, LLC

GEOTECHNICAL • CONSTRUCTION MATERIALS • ENVIRONMENTAL • FACILITIES

Estimated Cost Proposal for  
Construction Materials Observation and Testing Services  
QA Material Testing Services  
Village of Brookfield, Illinois





October 21, 2011

Mr. James Goumas  
Hancock Engineering Company  
9933 Roosevelt Road  
Westchester, Illinois 60154

ECS Proposal No. 16:9576

Reference: Proposal for Construction Materials Observation and Testing, Village of Brookfield QA Materials Testing, Village of Brookfield, Illinois

Dear Mr. Goumas:

ECS Midwest, LLC is pleased to submit this proposal for providing construction materials observation and testing services for the Village of Brookfield QA Materials Testing Services related to reconstruction along Grand Boulevard and Monroe Avenue in Brookfield, Illinois. This proposal will provide details on our qualifications as well as provide our Scope of Services, Rates and an Estimated Cost based on our review of the information. ECS is qualified to provide these services based on the following:

- o Numerous IDOT certified Technicians (HMA, PCC and Soils) on-staff;
- o AASHTO accredited laboratory participating in proficiency sample testing program with AMRL and CCRL and meeting the general requirements of ASTM E-329;
- o Unique and proprietary reporting system that sets the standard for the industry. Field and laboratory reports are submitted to as many as 100 recipients via e-mail within 24 to 36 hours of the performance date. **As of this date, our average field report submission time is 33 hours.**

#### PROJECT OVERVIEW

We understand the project will consist of the following:

- o Along Grand Boulevard, between Veterans Circle and 31<sup>st</sup> Street:
  - Reconstruction of three (3) intersections;
  - Curb and gutter replacement in various locations;
  - Pavement patching in areas of failing/distressed pavements;
  - New storm sewer and pavement resurfacing;
- o Along Monroe Avenue from Grand Boulevard to Prairie Street;
  - New storm sewer outlet;
  - Roadway reconstruction including full-depth HMA pavement;
  - Curb and gutter and sidewalk replacement in various locations;

The proposed project is scheduled for the spring of 2012.

We understand this project will be federally funded. As such, we anticipate IDOT will provide Quality Assurance services at the concrete and hot mix production facilities. Our proposal includes costs associated with providing Quality Assurance of concrete and hot mix asphalt materials on a periodic basis.

We have formulated a scope of service and cost estimate based on the material quantities and our experience in providing services for similar projects throughout the area. Our services will be performed in accordance with the DOT multiplier for Direct Salary and with the included Cost Estimate for Direct Expenses.

We have reviewed the following information during the preparation of this proposal:

- o Request for Proposal (RFP) Letter dated October 19, 2011;
- o Summary of quantities for the project provided with the RFP letter;

A detailed scope of services for this project is outlined in Appendix I of this proposal and will generally consist of materials and observation and testing services related to pavement construction, curb and gutter and sidewalks.

### ECS QUALIFICATIONS

ECS has a unique capability of submitting field and laboratory test results that sets the standard for the industry. Field and laboratory reports are generally submitted and on your desk in electronic format within 24 to 36 hours from our departure from the project site. Our unique reporting system is one of a kind in the Chicago area and our report turnaround time from field to your desk is unmatched. **As of this date, our average field report turnaround time is 33 hours.**

Our laboratory servicing this project meets the general requirements of ASTM E329 and is accredited by AMRL and CCRL for various test methods as outlined in the AMRL Website at [www.amrl.net](http://www.amrl.net) and as follows:

**Quality Systems** - accredited since 6/9/2003

R18, C1077 (Portland Cement Concrete), C1093 (Masonry), D3666 (Hot Mix Asphalt), E329 (Hot Mix Asphalt), E329 (Portland Cement Concrete)

**Hot Mix Asphalt** - accredited since 6/24/2003

R47, T30, T164, T166, T209, T269, T283, T308, T312, D3203

**Soil** - accredited since 6/9/2003

R58, T88, T89, T90, T99, T180, T208, T265, T267, T310, D2487, D2488, D6938

**Aggregate** - accredited since 6/9/2003

C40, C117, C127, C128, C136, C566, C702

**Portland Cement Concrete** - accredited since 4/22/2004

C31 (Cylinders), C39, C42, C138, C143, C172, C173, C231, C293, C1064, C1231 (7000 psi and below)

**Masonry** - accredited since 7/14/2011

C140 (CMU: Absorption)

C140 (CMU: Compressive Strength)

C140 (CMU: Measurement)

C140 (CMU: Sampling)

C780 (Annex 6) (Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry)

C1019 (Sampling and Testing Grout)

C1314 (Compressive Strength of Masonry Prisms)

C1552 (Capping Concrete Masonry Units, Related Units and Masonry Prisms for Compression Testing)

Our technicians hold numerous IDOT certifications in soil, concrete and asphalt testing. The engineering technician is under the supervision of a Project Engineer, who is responsible for monitoring job progress, ECS performance, and project status and budget. The Project Engineer is responsible to a Principal Engineer, who regularly monitors progress and provides additional technical expertise for unusual or difficult circumstances. We anticipate that the Project Engineer will review the progress of the project daily, while the Principal Engineer will provide technical direction where required.

Our laboratory has been approved by IDOT for QC/QA concrete and bituminous monitoring every year since our incorporation in 1999. However, our Quality Assurance accreditation is temporarily inactive, pending the completion of the IDOT Documentation class by our designated Quality Assurance Manager. Our QA Manager is scheduled to take this class on December 9, 2011. Upon completion, we have been assured by IDOT that our Quality Assurance accreditation will be restored.

#### RATE SCHEDULE

Our services will be performed in accordance with the IDOT multiplier for Direct Salary and with the attached Cost Estimate for Direct Expenses. We understand Prevailing Wages are to be utilized for this project, subject to change by IDOL.

We have not had an opportunity to review the contractor's schedule. As such, we estimate the following site visits based on our experience providing services on similar projects:

HMA – Surface/Full Depth:	4 half days
Sidewalks:	2 half days
Curb and Gutter:	3 half days
Concrete Pavements:	5 half days

The services described herewith would be rendered portal-to-portal from our office in Buffalo Grove, Illinois. Our unit rates are based on a normal 8-hour workday, Monday through Friday, between normal business hours of 7:00 a.m. to 4:30 p.m. Overtime beyond 8 hours/day, outside normal hours and on Saturdays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above.

All site visits will be subject to a 4 hour minimum and above noted travel related charges will apply. ECS technicians are represented by IUOE Local 150. As such, for time on-site greater than 4 hours, an 8 hour minimum and travel related charges will apply. Scheduling should occur prior to 4:00 p.m. on the day before services are required. It is the responsibility of a designated agent, such as the general contractor, to contact us in advance when requesting services. Cancellation of services within two hours prior to the scheduled arrival time will be subject to a 2 hour minimum and any travel related charges incurred.

#### TOTAL ESTIMATED COST

This total estimated cost proposal has been prepared for your budgeting purposes and is the product of careful consideration of all information available to us during preparation of this proposal. As such, we have formulated a scope of service and cost estimate based on our review of the information provided, our experience with the project area, assumed number of site visits and our expertise gathered while providing services on similar projects throughout the region.

## EXCLUSIONS

The Estimated Cost provided herewith represents standard construction materials testing services and does not include costs associated with the following:

- Deviations from the assumed quantities and timeframes presented in this proposal;
- Site visits for the specific task of retesting failed tests;
- Overtime beyond eight hours a day or on Saturdays (unless clearly identified in our Estimated Cost);
- Minimum charges associated with the cancellation of our services;
- Engineering associated with extraordinary site conditions;
- On site curing for concrete test specimens (see the Cold Weather Concrete Letter included as Appendix V for additional details.

Should costs associated with these items be incurred, they will be invoiced in accordance with the Project Unit Rate schedule provided as Appendix II and will be considered an extra to our Estimate of Cost.

## BILLING AND CONTRACT CONDITIONS

Invoices will be issued on a monthly basis and will provide a week by week breakdown of billing units, unless modified by request of the client. Upon request, ECS can provide a separate invoice for services provided outside of the proposed scope of work. Invoices are normally processed on or around the 10<sup>th</sup> of each month and represent costs incurred during the previous month. These invoices will also display a monthly cumulative summary of project costs to date. This monthly summary will serve as a means of monitoring expenses as they relate to job progress. We request that payment be rendered within 30 days of receipt of the invoice. ECS reserves the right to assess a finance charge of 1.5% per month on the outstanding balance over 30 days. ECS also reserves the right to withhold final certifications until outstanding balances have been paid in full.

## SUMMARY AND ACCEPTANCE

Attached to this letter, and an integral part of our proposal, are our "Terms and Conditions of Service" (Appendix IV). These conditions represent the current recommendations of the Association of Soil and Foundation Engineers, the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers.

Should these services be authorized without receiving a written copy of this contract, the terms and conditions of this contract shall, nevertheless be in effect, even in the absence of a written acceptance by you.

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the enclosed copy to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully,

**ECS Midwest, LLC**



Richard Scruton, P.E., C.E.I.  
Senior Project Engineer

Rick Choyce  
Construction Services Manager

Attachments:    Appendix I - Scope of Services  
                         Appendix II - Project Rates and Estimate  
                         Appendix III - ECS Company Information/Qualifications  
                         Appendix IV - Proposal Acceptance and Terms and Conditions  
                         Appendix VI - ECS Terms and Conditions

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## APPENDIX I - SCOPE OF SERVICES

### A. Concrete:

1. Test and report concrete for compliance with the provisions of ACI 318, 301, 214, 304, 305 and 306, local building codes, generally accepted construction practices, Illinois Department of Transportation and specific project requirements.
2. Sample concrete at the frequency stated in the project specifications and perform the following tests and functions:
  - o Confirm mix design
  - o Slump
  - o Air Content
  - o Temperature
  - o Batch-to-placement time
  - o Cast test cylinders

Sampling, testing, and curing of specimens in the field shall be performed in accordance with applicable ASTM guidelines and project requirements. Additional tests shall be performed as needed in the event deficiencies are encountered. Compliance with extreme weather procedures will also be documented.

3. Cure and test concrete cylinders in the laboratory as directed by the project specifications and in accordance with ACI 318, ASTM C-31 and C-39.
4. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.
5. Perform split testing with Quality Control personnel, confirming test results are in accordance with IDOT specification limits.

### B. Bituminous Concrete:

1. Observe placement, rolling operations and temperature of paving mixture at time of placement.
2. Perform appropriate measurements and tests to document asphalt density using a nuclear density gauge. Materials theoretical maximum density "Big D" value to be provided by the paving contractor or material supplier for our use in calculating the percent compaction.
3. Observe asphalt thickness during paving operations before and after compaction.
4. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.
5. Perform split testing with Quality Control personnel, confirming test results are in accordance with IDOT specification limits.

**APPENDIX II - PROJECT RATES AND ESTIMATE**

Our services will be performed in accordance with the IDOT multiplier for Direct Salary and with the attached Cost Estimate for Direct Expenses. We understand Prevailing Wages are to be utilized for this project, subject to change by IDOL.

**Quality Assurance Services**

**Estimated Units to Complete**

	Site Visits	Hours	Avg Rate	Total
<b>Direct Salary (DS)</b>				
HMA - Surface/Full Depth (Technician)	4	20	\$ 36.00	\$ 720.00
Sidewalks (Technician)	2	10	\$ 36.00	\$ 360.00
Curb and Gutter (Technician)	3	15	\$ 36.00	\$ 540.00
Concrete Pavements (Technician)	5	25	\$ 36.00	\$ 900.00
Cylinder Pick Up	10		\$ 30.00	\$ 300.00
Principal Engineer		1	\$ 75.00	\$ 75.00
Project Engineer		5	\$ 44.00	\$ 220.00
Support (Secretary)		4	\$ 22.00	\$ 88.00
Subtotal (DS)				\$ 3,203.00
Overhead Multiplier		1.8		\$ 5,765.40
Labor Subtotal				\$ 8,968.40

	Units	Rate	Total
<b>Direct Expenses</b>			
Nuclear Gauge	4	\$ 45.00	\$ 180.00
Mileage	1440	\$ 0.55	\$ 792.00
Core Density	5	\$ 45.00	\$ 225.00
Extraction	2	\$ 175.00	\$ 350.00
Concrete Cylinders	48	\$ 16.00	\$ 768.00
Direct Expenses Total			\$ 2,315.00
<b>Total</b>			<b>\$ 11,283.40</b>

The estimated cost for services as noted is **\$11,283**. It is important to note that this figure was determined through careful consideration of the scope of services required, the rate of progress expected at this time. Because we are unable to control the actual rate of progress, we would only consider this estimate a not-to-exceed amount contingent upon strict adherence to the schedule duration's and scope of services used as a basis in this proposal. Additional visits to retest and re-observe deficiencies will be considered an extra to the estimated cost. You will only be invoiced for the units utilized.

The services described above would be rendered portal-to-portal from our office in Buffalo Grove, Illinois. Our rates are based on a normal 8-hour workday, Monday through Friday, between normal business hours of 7:00 a.m. to 4:30 p.m. Overtime beyond 8 hours/day, outside normal hours and on Saturdays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above.

Scheduling should occur prior to 4:00 p.m. on the day before services are required.

All site visits will be subject to a 4 hour minimum and above noted travel related charges will apply. ECS technicians are represented by IUOE Local 150. As such, for time on-site greater than 4 hours, an 8 hour minimum and travel related charges will apply. Scheduling should occur prior to 4:00 p.m. on the day before services are required. It is the responsibility of a designated agent, such as the general contractor, to contact us in advance when requesting services. Cancellation of services within two hours prior to the scheduled arrival time will be subject to a 2 hour minimum and any travel related charges incurred.

## APPENDIX III COMPANY INFORMATION/QUALIFICATIONS

### ECS COMPANY QUALIFICATIONS

ECS Midwest, LLC is part of the ECS Group of companies that was founded in 1988. The ECS Group was ranked by ENR as the 109th largest engineering firm in the United States for 2010. There are 6 primary operating companies in the ECS Group with 34 engineering offices in 11 states, as well as various other independent affiliates.

ECS Midwest, LLC specializes in the related fields of geotechnical, environmental, and construction materials engineering. Our staff includes registered professional engineers and geologists, certified laboratory technicians and construction inspectors, field engineers, and support personnel.

We have earned a reputation for being highly responsive and a problem solver. A brief description of our groups follows:

- Our **Geotechnical Group** has performed subsurface explorations on numerous projects. It has provided extensive value engineering services for foundation design through use of the pressuremeter. In addition, we have implemented earth retention system monitoring programs on many deep excavation projects and consulted on ground-water control and designed wall and under slab drainage systems.
- Our **Construction Materials Group** has provided testing and inspection services on thousands of projects, with scopes of work reflecting our ability to follow projects from earthwork phases through roofing construction, including such complex activities as adjacent facility monitoring.
- Our **Environmental Group** acts both independently in performing assessments and other environmental activities, and in conjunction with our other departments in evaluating emerging environmental situations on sites under construction.

To assure top quality field personnel, we have developed our own in-house training and certification programs, and we require certifications from outside agencies such as the American Concrete Institute (ACI), the American Welding Society (AWS), and the Roofing Industry Educational Institute (RIEI). Our testing laboratories are accredited by IDOT, AASHTO Materials Reference Laboratories (AMRL), ASTM, WACEL, and the National Institute of Standards and Technology (NIST).

Our reporting systems are fully automated using proprietary database software. We produce and process final field and laboratory reports with the highest efficiency and speed. ECS operates in a very competitive market. As such, we have come to place great emphasis on providing high-quality services to meet specific client needs. The expectations of our clients are the basis for our high standards, and we maintain those standards throughout each project we serve.

ELECTRONIC PAPERLESS REPORTING

ECS utilizes advanced communications and information technology to reduce the time from actual field reporting to the distribution of a report approved by the Project Manager and Principal Engineer. During each day of construction activities, ECS field technicians electronically enter test data into ETHEL (ECS Technician Handheld Electronic Logbook) while in the field. The test data is then transmitted to the branch office via wireless technology. The field report is then entered into our database and released into FRED (Field Report Electronic Distribution).

Once in FRED, the electronic copy of the field report is reviewed first by the Project Manager and then the Principal Engineer. Upon final review, electronic signatures and Professional Engineer's seal are applied to the report. The report is then printed, mailed, faxed or emailed to those on the distribution list and an electronic copy is archived on our servers for rapid retrieval. This system makes it possible to provide all project reports on a CD-ROM at the end of the project. The implementation of FRED has significantly improved efficiency in the review and approval process of reports through the office, while allowing managers to efficiently monitor progress of the project.

**ECS daily field reports and laboratory reports are generally submitted and on your desk in electronic format within 24 to 36 hours of the performance date.** If deficiencies or non-compliances are noted, a running punch list of deficiency items is maintained and the list is included with the reports so that problems may be resolved prior to the performance of additional work. Copies of reports will be forwarded to each party designated by the client, at no extra charge, as part of our service.



ECS Field Technician performs tests on materials at the job site, recording the test results directly into a Personal Digital Assistant (PDA).



Test results are transmitted to the office for review by the ECS Project Management team by way of cellular phone *before leaving the job site.*



Test reports are reviewed and transmitted to the client within 24 to 36 hours after tests have been completed in the field.

***“Setting the Standard for Service”***

APPENDIX IV - PROPOSAL ACCEPTANCE

ECS MIDWEST, LLC

Proposal No.: 9576-CP  
Scope of Work: Construction Materials Observation and Testing Services  
Location: QA Materials Testing Services  
Village of Brookfield, Illinois

Client Signature: *[Signature]* Date: 11/7/11

Please complete and return this page to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION  
(Please Print or Type)

Name of Client: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Telephone No. of Contact Person: \_\_\_\_\_

E-mail Address of Contact Person: \_\_\_\_\_

Party Responsible for Payment: \_\_\_\_\_

Company Name: \_\_\_\_\_

Person/Title \_\_\_\_\_

Department: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Client Project/Account Number \_\_\_\_\_

Special Conditions for Invoice \_\_\_\_\_

Submittal and Approval \_\_\_\_\_



# ECS MIDWEST, LLC

## TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service, including any supplements that may be agreed to, along with the accompanying Scope of Services and Professional Fees constitute the entire Agreement ["AGREEMENT"] under which Services are to be provided by ECS MIDWEST, LLC ["ECS"] (including its employees, officers, successors and assigns) for Client ["CLIENT"] (including its employees, officers, successors and assigns).

### 1.0 INDEPENDENT CONSULTANT STATUS

1.1 Except as may be otherwise noted herein, ECS shall serve as an independent professional consultant to CLIENT and shall have control over, and responsibility for, the means and methods for providing the Services under this AGREEMENT, including the retention of Subcontractors and Subconsultants. Unless expressly stated in ECS' Scope of Services, ECS shall not serve as CLIENT'S agent or representative.

### 2.0 SCOPE OF SERVICES

2.1 It is understood that the Scope of Services, Professional Fees, and time schedule defined in the Scope of Services are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, or if conditions are discovered that could not be foreseen by a reasonable person, the Scope of Services may change, even while the Services are in progress.

### 3.0 STANDARD OF CARE

- 3.1 ECS shall strive to perform its professional Services in a manner consistent with that level of skill and care ordinarily exercised by competent members of the same profession providing similar Services in the same region, under similar conditions during the same time period. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any ECS report, opinion, plan or other Document of Service, in connection with ECS' Services.
- 3.2 CLIENT understands and agrees that ECS' professional judgment must rely on the facts learned during performance of the Scope of Services. CLIENT acknowledges that such data collection is limited to the immediate area that is sampled, tested and/or observed. Consequently, CLIENT agrees that it shall not bring a claim, based upon facts subsequently learned, regarding conditions between sampling/testing points, in areas not evaluated by ECS, or which were not part of the immediate area(s) explicitly evaluated by ECS.
- 3.3 ECS' professional Services shall be provided in a manner consistent with sound engineering and professional practices. If a situation arises that causes ECS to believe compliance with CLIENT'S wishes could result in ECS violating applicable Laws or Regulations, or will expose ECS to claims or other charges, ECS shall so advise CLIENT. If CLIENT'S actions or inaction result in a violation of applicable Laws or Regulations, ECS shall have the right to terminate its Services in accordance with the TERMINATION provisions of this AGREEMENT.
- 3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if ECS is required to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make. CLIENT also agrees that ECS shall not bear liability for failing to report conditions that are CLIENT'S responsibility to report.

### 4.0 CLIENT DISCLOSURES

- 4.1 CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed beneath the Site's surface, where the Scope of Services requires ECS to penetrate the Site surface.
- 4.2 CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site. Such Hazardous Materials shall include but not be limited to any substance which poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form ("Hazardous Materials").
- 4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services are initiated, a Changed Condition shall exist.

### 5.0 INFORMATION PROVIDED BY OTHERS

5.1 CLIENT waives any claim of liability against ECS regarding any claim for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents and other information in any form provided to ECS, including such information that becomes incorporated into ECS Documents of Service.

### 6.0 CONCEALED RISKS

- 6.1 CLIENT acknowledges that special risks are associated with the identification of concealed conditions [i.e., subsurface conditions, conditions behind a wall, etc., that are hidden from view, are not readily apparent, or cannot be accessed for sampling/testing].
- 6.2 Conditions that ECS infers to exist between sampling/testing points may differ significantly from the conditions that exist at the sampling/testing points. Since some conditions can change substantially over time, the CLIENT recognizes that, because of natural occurrences or human intervention at or near the Site, actual conditions discovered through sampling/testing may be subject to rapid or gradual change.
- 6.3 ECS will make reasonable efforts to anticipate and identify potential concealed conditions for exploration, sampling or testing. However, CLIENT understands that such risks cannot be eliminated and agrees that the Scope of Services is that which

CLIENT agrees suits CLIENT'S own risk tolerances. CLIENT may request ECS to evaluate the risks and provide a higher level of exploration to reduce such risks, if desired or appropriate.

### 7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

- 7.1 CLIENT warrants that it possesses the authority to provide right of entry permission for the performance of ECS' Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property owned by CLIENT and/or other(s) in order for ECS to perform the Scope of Services.
- 7.2 Except where ECS' Scope of Services explicitly includes obtaining permits, licenses, and/or utility clearances for the performance of ECS' Services, CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS.
- 7.3 ECS will take reasonable precautions to limit damage to the Site and Improvements during the performance of ECS' Services. CLIENT understands that use of exploration, sampling, or testing equipment may cause some damage, the correction and restoration of which is not part of this AGREEMENT, unless explicitly stated in ECS' Scope of Services, and reflected in the Professional Fees.
- 7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss allegedly arising from procedures associated with exploration, sampling or testing activities, or discovery of Hazardous Materials, or suspected Hazardous Materials, or ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

### 8.0 UNDERGROUND UTILITIES

- 8.1 In addition to CLIENT-furnished information regarding underground utilities, ECS shall take reasonable and locally customary precautions, possibly including contacting local public and/or private utility locating services, and/or conducting research of publicly available information, to identify underground utilities, as deemed appropriate in ECS' professional opinion. The extent of such precautions shall be at ECS' sole discretion.
- 8.2 CLIENT recognizes that despite due care, ECS may be unable to identify the locations of all subsurface utility lines and man-made features, and that information obtained by ECS and/or ECS' subcontractor(s) or provided to ECS from any entity may contain errors or be incomplete.
- 8.3 CLIENT agrees that ECS shall not be liable for damage or injury, consequential economic damages, and/or penalties resulting from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing and correctly shown on the diagram(s) furnished by CLIENT or CLIENT'S consultants, or for underground features not marked, or improperly located by governmental or quasi-governmental locators, utility owners, or private utility locating services.

### 9.0 SAMPLES

- 9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are the property of CLIENT. ECS will store samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from those samples, unless other arrangements are mutually agreed upon in writing. Samples consumed by laboratory testing procedures will not be stored as outlined above.
- 9.2 Unless CLIENT directs otherwise, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process byproducts in accordance with applicable Laws.

### 10.0 ENVIRONMENTAL RISKS

- 10.1 All substances on, in, or under CLIENT'S Site, or obtained from CLIENT'S Site as samples or as byproducts of the sampling process, are and will remain CLIENT'S property.
- 10.2 When Hazardous Materials are known, assumed, or suspected to exist at the Site, ECS shall take appropriate precautions deemed prudent in ECS' sole and professional opinion to comply with applicable Laws and Regulations, and to reduce the risks to ECS' employees, public health, safety, and welfare, and the environment. CLIENT agrees to compensate ECS for such precautions.
- 10.3 When Hazardous Materials are known, assumed, or suspected to exist at the Site, ECS will handle such materials as Hazardous Materials. ECS or ECS' subcontractors will containerize and label such Materials in accordance with applicable Law, and will leave the containers on Site. CLIENT is responsible for the retrieval and lawful removal, transport and disposal of such contaminated samples, and sampling process byproducts.
- 10.4 Unless explicitly stated in ECS' Scope of Services, ECS shall not subcontract nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT, not ECS, shall make final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by Hazardous Materials contaminants and shall otherwise exercise prudence in arranging for lawful disposal.
- 10.5 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary) so that ECS shall not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.6 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of ECS' Services indicated herein, CLIENT agrees this risk cannot be eliminated. CLIENT will not hold ECS liable for such cross-contamination if ECS provides its Services in accordance with the applicable Standard of Care.

10.7 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected by one or more Recognized Environmental Conditions. Given the foregoing, CLIENT'S acceptance of this AGREEMENT shall signify that CLIENT understands the limitations associated with Phase I ESAs.

#### 11.0 OWNERSHIP OF DOCUMENTS

11.1 With the exception of the copies of the ECS Documents of Service provided to the CLIENT, all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by ECS ["Documents of Service"] maintained in any form deemed appropriate by ECS, are and remain, the property of ECS.

11.2 Any exploration, reconnaissance, data review, observations, testing, surveys or similar Services, analyses and recommendations associated with the Services shall be provided by ECS (including subcontracted Services) for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT is not permitted.

11.3 CLIENT agrees to not use ECS' Documents of Service for any other projects, or for the Project which has changed in scope, or extensions of the Project, from the details contemplated in ECS' Documents of Service. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s).

11.4 CLIENT agrees that ECS' Documents of Service may not under any circumstances be altered by any party except ECS. CLIENT warrants that ECS' Documents of Service shall be used only and exactly as submitted by ECS.

11.5 Except for daily field reports and concrete test reports sent electronically by ECS to CLIENT and CLIENT'S designees, the following shall apply to all electronic files: Files in electronic media format of text, data, graphics, or other types that are furnished by ECS are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

#### 12.0 SAFETY

12.1 CLIENT agrees that ECS is responsible solely for the basic safety of ECS' employees on the Project Site. These responsibilities shall not be inferred by any party to mean that ECS has responsibility for any portion of site safety for any reason. Unless otherwise expressly agreed to in writing, ECS' Scope of Services excludes responsibility for any aspect of site safety other than for ECS' own employees, and nothing herein shall be construed to relieve CLIENT and/or its other contractors, consultants, or other parties from their responsibility for the safety of their own employees. For active construction sites, CLIENT also agrees that the General Contractor is solely responsible for Project Site safety, and that ECS personnel rely on the safety measures provided by the General Contractor.

12.2 In the event ECS expressly assumes health and safety responsibilities for toxic or other concerns specified, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

#### 13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation Services are conducted to reduce, not eliminate, the risk of problems arising during or after construction or remediation, and that provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing Services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction, nor for complying with applicable Laws and codes.

13.3 The professional activities of ECS, or the presence of ECS employees and subcontractors, shall not be construed to imply ECS has any responsibility for the means, methods, techniques, sequencing of construction, or procedures of construction selected, for safety precautions and programs incidental to the Contractor's Work. Furthermore, ECS does not and shall not have or accept authority to supervise, direct, control, or stop Contractor's Work.

13.4 ECS strongly recommends that CLIENT retain ECS to provide its Services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the increased risks that a significantly lower level of construction quality may occur and that such defects may not be undetected by ECS' part time observations. Therefore CLIENT waives any and all claims against ECS related to unsatisfactory quality or performance of elements observed or tested by ECS on a part time basis.

#### 14.0 CERTIFICATIONS

14.1 CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding Services provided by ECS. Any "certification" required of ECS by the CLIENT, or jurisdiction(s) having authority over some or all aspects of the Project, shall consist of ECS' inferences and professional opinions based on

limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. ECS' "certification" shall consist of ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of responsibilities or obligations such parties have. CLIENT agrees not to make resolution of any dispute with ECS or payment of any amount due to ECS in any way contingent upon ECS signing any such "certification" documents.

#### 15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, travel costs, and other reimbursable expenses stated in the Professional Fees. Any Estimate of Professional Fees stated in this AGREEMENT shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated in this AGREEMENT.

15.2 Should ECS identify a Changed Condition, ECS shall notify the CLIENT of the Changed Condition(s) that in ECS' professional judgment require an amendment of the Professional Fees, time schedule, and/or Scope of Services. ECS and CLIENT shall promptly and in good faith negotiate an amendment to this AGREEMENT.

15.3 CLIENT recognizes that time is of the essence with respect of payment of ECS' invoices, and that timely payment is a material part of the consideration of this AGREEMENT. Payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices shall be due and payable upon receipt.

15.4 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within twenty-one (21) calendar days of the invoice date and agrees to pay the undisputed amount of such invoice promptly.

15.5 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment will first be applied to accrued interest and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.6 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit in which ECS is not involved, upon CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in enforcing any provision of the AGREEMENT, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.7 Payment of any invoice by the CLIENT shall be taken to mean that the CLIENT agrees to the provisions of the AGREEMENT and is satisfied with ECS' Services and is not aware of any defects in those Services, unless CLIENT has provided notice to ECS in accordance with the DEFECTS IN SERVICE provisions of this AGREEMENT.

#### 16.0 DEFECTS IN SERVICE

16.1 CLIENT and CLIENT'S personnel and contractors shall promptly inform ECS of any actual or suspected defects in ECS' Services, to help ECS take those prompt, effective measures that in ECS' opinion will help reduce or eliminate the consequences of any such defect. Corrections of defects attributable to ECS' Services shall be provided at no cost to CLIENT, except in the case that the deficiency is directly attributable to CLIENT-furnished information, CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects in Services. CLIENT shall compensate ECS for Additional Services required as a result of jurisdictional review requirements.

#### 17.0 INSURANCE

17.1 ECS represents that it and its subcontractors and subconsultants are protected by Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies which it deems reasonable and adequate.

17.2 ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance, the cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

#### 18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN OF THE RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT, SUBJECT TO AVAILABLE INSURANCE PROCEEDS, ARISING FROM ECS' PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW, AS FOLLOWS. For projects where ECS' Fee Estimate or proposed fees are:

18.1.1 \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$5,000, or the total fee for the services rendered, whichever is greater.

18.1.2 In excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for bodily injury and property damage or losses arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants or subcontractors or by any other person or combination of persons to the extent such

injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants or subcontractors.

#### 19.0 INDEMNIFICATION

19.1 ECS agrees, subject to the limitation of liability provisions of this AGREEMENT, to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services to the extent that such injury is found to be caused by ECS' negligent acts, errors or omissions, specifically excluding any damages caused by any third party or by the CLIENT.

19.2 To the fullest extent permitted by applicable Law, CLIENT agrees to indemnify, defend, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT and CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) injury to or loss of value to tangible personal property; or (c) a breach of this AGREEMENT, except to the extent such Damage is caused by the sole negligence or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability, or any share of any amount levied to recognize more than actual economic damages, subject to any limitations of liability and INDEMNIFICATION provisions contained in this AGREEMENT.

19.4 If CLIENT is a HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT LEGAL COUNSEL BE RETAINED BY CLIENT BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

19.5 If CLIENT is a residential builder or residential developer, CLIENT shall indemnify, defend and hold harmless ECS against any and all claims or demands due to injury or loss initiated by one or more homeowners, unit-owners, or their homeowners' association, cooperative board, or similar entity against CLIENT which results in ECS being brought into the dispute.

#### 20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of the fault, or wherever committed by the CLIENT or ECS, their employees, consultants, agents, contractors or subcontractors, or whether such liability arises in breach of contract or warranty, tort (including negligence), Statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

#### 21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this AGREEMENT shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, unless such claims are based on acts unrelated to the provision of Services under this AGREEMENT.

21.2 CLIENT agrees that it will not seek Damages from any individual associated with ECS as an officer, principal, partner, employee, or owner, from any and all claims or liability for injury or loss that would require such individual to relinquish personal assets to satisfy such claim.

#### 22.0 THIRD PARTY CLAIMS EXCLUSION

22.1 This AGREEMENT shall not create any rights or benefits to parties other than CLIENT and ECS. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without both CLIENT'S and ECS' written consent and the third-party's agreement to be bound to the same terms and conditions contained in this AGREEMENT as CLIENT, and third-party's agreement that ECS' Scope of Services performed is adequate.

#### 23.0 DISPUTE RESOLUTION

23.1 All claims, disputes or controversies ["Disputes"] arising out of, or in relation to the interpretation, application or enforcement of this AGREEMENT shall be decided as follows:

23.1.1 CLIENT and ECS agree to attend a dispute resolution meeting within fourteen (14) days of identification of a Dispute by either party. CLIENT and ECS agree to negotiate in good faith to resolve the Dispute.

23.1.2 Should negotiation fail to resolve the dispute, CLIENT and ECS agree to mediate their dispute via a mediator selected by either party, and acceptable to both parties.

23.1.3 Should mediation fail to result in resolution of the Dispute, CLIENT and ECS agree that litigation may be brought by either party.

23.2 Should third-party dispute resolution be required, through mediation or litigation, the non-prevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs, in addition to whatever other judgments or settlement sums

may be due. Such legal costs include, but are not be limited to, reasonable attorney's fees, court costs, forensic consultants and expert witness fees, and other documented expenses.

23.3 Where legal action is brought by either party to resolve a dispute, the claim shall be brought and tried in the judicial jurisdiction of the county in which ECS' office contracting with the CLIENT is located. CLIENT waives the right to remove any litigation action to any other jurisdiction, unless mutually agreed to by both parties.

23.4 This AGREEMENT including all matters related to performance and remediation shall be interpreted according to the substantive Laws of the state of Virginia (but not including its choice of law rules).

#### 24.0 CURING A BREACH

24.1 A party that believes the other has materially breached this AGREEMENT shall issue a written termination notice to the other, identifying the cause for termination within five (5) business days of identifying such cause. Both parties shall then bargain promptly and in good faith to cure such cause. If an acceptable cure can be achieved within fourteen (14) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by this AGREEMENT in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

#### 25.0 TERMINATION

25.1 CLIENT or ECS may terminate this AGREEMENT for breach of this AGREEMENT, or for any other reasons which may arise. In the event of termination, the party effecting termination shall so notify the other party in writing, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred, in accordance with ECS' prevailing Fee Schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

#### 26.0 TIME BAR TO LEGAL ACTION

26.1 Unless prohibited by Law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that claims by either party arising out of this AGREEMENT or the Services provided hereunder shall not be initiated more than two (2) years from the time the party knew, or should have known, of the condition giving rise to its claim, and shall under no circumstances be initiated more than three (3) years from the date of substantial completion of ECS' Services.

#### 27.0 ASSIGNMENT

27.1 Except for Services normally or customarily subcontracted by ECS in the performance of its Services including, but not limited to surveyors, specialized consultants, drilling and excavating subcontractors, and testing laboratories, neither the CLIENT nor ECS may delegate, assign, sublet or transfer its duties, responsibilities or interests in this AGREEMENT without the written consent of the other party.

#### 28.0 SEVERABILITY

28.1 Any provision of this AGREEMENT later held to violate a Law, Statute, or Regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of, or at least addresses, the issues covered by the original provision.

#### 29.0 TITLES

29.1 The titles used in this AGREEMENT are for general reference only and are not part of the AGREEMENT.

#### 30.0 SURVIVAL

30.1 All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of this AGREEMENT.

#### 31.0 ENTIRE AGREEMENT

31.1 This AGREEMENT including the Scope of Services and Professional Fees and all exhibits, appendixes, and other documents appended to it, constitute the entire AGREEMENT between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this AGREEMENT. CLIENT acknowledges acceptance of these terms by submitting a CLIENT Work Authorization to ECS.

31.2 CLIENT and ECS agree that subsequent modifications to this AGREEMENT shall not be binding unless made in writing and signed by authorized representatives of both parties.

31.3 All preprinted Terms and Conditions on CLIENT'S purchase order or Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by this AGREEMENT.

31.4 If CLIENT fails to provide ECS with a signed copy of this AGREEMENT or a Work Authorization, by the act of authorizing and accepting the services of ECS, CLIENT agrees to be fully bound by the terms of this AGREEMENT as if signed by CLIENT.

< END OF TERMS AND CONDITIONS OF SERVICE >



MAKING A DIFFERENCE FOR STREAMS, RIVERS & LAKES  
Stream Restoration • Lake and Wetland Management  
Water Quality Control • Stormwater Engineering

November 3, 2011

Derek Treichel  
Edwin Hancock Engineering  
9933 Roosevelt Road  
Westchester, IL 60154

RE: Grand Blvd. Bioswale Area –Construction Engineering Services

Dear Mr. Treichel:

Please find enclosed a proposal to complete the Bioswale Area Construction Engineering Services for Grand Boulevard, Village of Brookfield.

#### **Project Understanding**

Hancock Engineering has been awarded the Grand Boulevard Project, Brookfield, Illinois. It is our understanding that Hancock Engineering will provide Construction Engineering Services except for supplemental Construction Engineering Services to be provided by Living Waters Consultants for the Bioswale Area (Bioswale Area Construction Engineering Services). Living Waters Consultants (LWC) proposes to provide the Bioswale Area Construction Engineering Services.

#### **Project Approach**

LWC shall complete the Bioswale Area Construction Engineering Services according to the Scope of Services attached. We understand that this is a demonstration project for the Village of Brookfield. Other Construction Engineering Services are being provided by Hancock Engineering.

#### **Project Team Experience & Awards**

Living Waters Consultants, Inc. provides services for the management and restoration of streams, wetlands and lakes. Living Waters Consultants has completed Design Engineering Plans, Specifications, Bid Documents, Permitting, Construction Management, Construction Engineering, Maintenance Observation, Monitoring, and Funding Acquisition services. We have completed projects for bioengineering stabilization, wetland and riparian enhancement, stormwater best management practices, water quality improvement, aquatic plant and algae management, dredging, habitat enhancement, native landscaping, and sediment control techniques. Example hydrologic and hydraulic modeling experience includes HEC-RAS, HEC-HMS, FEQ, TR-20, and others. Our experience enables us to provide cost-effective, environmentally sound, and long-term solutions.

Awards received include APWA Project of the Year, U.S. EPA Native Landscaping Award, APWA Technical Innovation Award, and others. We offer the following example projects:

- A. Jelkes Quarry Reclamation Project, Algonquin. (Stormwater BMP Engineering Plans, Details, Specifications, Cost Estimates, Permitting, Bid Document Preparation, Contractor Coordination, Construction Observation, Maintenance Observation, and Grant Assistance.)
- B. Champaign County East Campus Plan – Stormwater BMP Engineering Services, Urbana. (Bioswale, Wetland and Naturalized Detention Engineering Plans, Details, Specifications, Hydrology & Hydraulic Calculations, and Construction Cost Estimates.)
- C. Scottswood Regional Stormwater Wetland Detention Basin, Urbana Park District / Berns Clancy Associates. (Wetland Grading and Engineering Plans, Planting Design, Details, Cost Estimates, Specifications, Bid Document Assistance, Construction Observation, Maintenance Observation.)
- D. Dixie Briggs-Fromm North-South Stream Channel Restoration Project, Kane County Dept. of Environmental Management. (Fluvial Geomorphic Evaluations, Engineering Plans, Details, Specifications, Cost Estimates, Permitting assistance, Bid Document Preparation, Contractor Coordination, Construction Observation, Maintenance Observation, and Grant Assistance.)
- E. Indian Creek Channel Re-Meandering and Wetland Design and Construction Observation, Chelsea Group / V3 Consultants, North Aurora. (Fluvial Geomorphic Evaluation, Stream Re-Meandering and Stabilization Design, Permitting Assistance, and Construction Observation services.)

Outreach skills exhibited at conferences and workshops such as American Public Works Association, Chicago Wilderness Stream Restoration Workshops, and the Lake County SMC Watershed Enforcement Officer Workshop.

#### **Certifications**

Ted Gray has a graduate degree in Aquatic Ecology (M.S.), licensure in Professional Engineering (P.E.), and is a Certified Floodplain Manager (CFM). His abilities in Ecology, Hydrology, Engineering and Fluvial Geomorphology provide your project with the ecological and technical skills needed for successful environmental management. LWC works with leading Ecologists, Engineers, Surveyors, and Fluvial Geomorphologists.

- M.S. in Aquatic Ecology (Univ. of Michigan - Water Quality, Fisheries)
- Professional Engineer (P.E. #062-055335; Civil: Hydrology and Hydraulics)
- Certified Floodplain Manager (CFM; #IL-08-00379; IAFSM)
- Certified Professional in Erosion and Sediment Control (CPESC #1654 IECA)

#### **Correspondence**

Thank you for reviewing this proposal. Please contact me at 630-261-1133 to proceed.

Best Regards,

Ted Gray, PE, CFM, CPESC  
Eco-Hydrologist & Director  
Living Waters Consultants, Inc.

## A. Scope Of Services

### 1.0. Bioswale Construction Engineering Observation & Layout Services

- a. Construction Engineering Observation and Layout services for proposed bioswale areas.

### 2.0. Project Communication

- a. Correspondence shall be provided to one (1) point of contact with Hancock Engineering.
- b. Correspondence to review discrepancies which we observe between field construction and the approved Plans and Specifications shall be provided to one (1) point of contact with Hancock Engineering (point of contact to be determined).
- c. Three (3) Meetings and/or Presentations with the Village of Brookfield and/or its constituents.

### 3.0. Items Not Included:

- a. Meetings and/or Presentations other than described above are not included.
- b. We strongly recommend that Maintenance & Monitoring Observation be provided for control of invasive species and evaluation of the establishment of native plantings relative to permitted Vegetative Performance Standards. Based on our experience, bioswales or other sites without effective native plant maintenance are subject to failure (excessive weed coverage, nuisance aesthetics, etc.). Maintenance & Monitoring Observation Services are not included and would be provided under separate contract.
- c. An As-Built Survey, if required by one or more permitting agencies, is not included and shall be provided by others.
- d. LWC has no supervisory responsibility in the proposed project. LWC shall notify one (1) point of contact with Hancock Engineering to review discrepancies which we observe between field construction and the approved Plans and Specifications. However, the Contractor shall be responsible for the guarantee all workmanship, materials, and satisfactory installation of improvements. Responsibility for avoidance of damage to facilities, utilities, roadways, or equipment shall be the responsibility of the Contractor and is not included. Any other items which are included in the Contractor's signed contract designated to be the responsibility of the Contractor are not included.
- e. Design, supervision, or other assistance related to Change Order services are not included and will be billed time and materials.
- f. LWC has no control of or responsibility for the means, methods, techniques, procedures or sequences of construction.
- g. LWC has no responsibility for the failure of any Contractor to perform the work in accordance with the contract documents
- h. LWC has no responsibility to devise, implement or enforce any safety precautions or programs for the project.
- i. LWC is not required to make exhaustive or continuous inspections of the work and LWC is not required to ensure proper construction methods or safety precautions or to see that construction documents are followed.

4.0. Items to be Provided by Client

- a. Site Engineering Construction to be provided by Hancock Engineering.
- b. Site Access, and any other items which may be helpful to our completion of this work.
- c. We request that the Living Waters Consultants logo and address be inserted into CADD plans, exhibits, or related work for items assisted by LWC.

5.0. Schedule

The Scope of Services as described shall be completed according to the construction schedule.

6.0. Costs:

The Scope of Services for as described above shall be completed for \$4,551.00 not to be exceeded without consent of Client. See Items Not Included Above.

Invoices shall be paid by Client within 30 days of Client receiving payment from Owner. Any services rendered in excess of the specified Scope of Services shall be performed with consent of Client and billed according to the Professional Fee Schedule. Prices quoted assume that an acceptable contract is placed with Living Waters Consultants, Inc. within forty-five (45) days from the date of this proposal. Late fees of 1.5% shall be applied to invoices unpaid after 30 days.

**B. Related Services**

Related services which may be provided under separate contract include:  
Native Plant Maintenance Observation & Monitoring Services

**LIVING WATERS CONSULTANTS, INC.**  
**PROFESSIONAL SERVICES AGREEMENT**

---

GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

This Agreement is entered into this 3rd day of November, 2011, by and between Hancock Engineering hereinafter referred to as "CLIENT" and LIVING WATERS CONSULTANTS, INC. (LWC). *Upon approval, please sign pages 3 and 5.*

---

WITNESSETH

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Services.** The specific work (the "Services") to be performed by LIVING WATERS CONSULTANTS, INC. and its employees, agents, affiliates, independent professional associates, consultants and subcontractors (collectively "LWC") on behalf of the CLIENT shall be described and authorized from time to time by a fully executed Work order (each such Work Order defining an individual project (the "Project")) In a form as attached to this Agreement as Exhibit A. Each serially-numbered Work Order to this Agreement shall be prepared by LWC and submitted to the CLIENT's designated representative for review and approval prior to initiation of Services on the Project. All Services authorized by Work Order(s) referencing this Agreement shall be subject to the terms of this Agreement unless further modified in writing by mutual consent of the parties.

2. **Compensation for Services.** (a) Services shall be invoiced in accordance with the provisions of the Individual Work Order(s) and Professional Fee Schedule. Unless otherwise stated in writing, any cost estimate for Services is for budgeting purposes only and is not a fixed price. If it becomes apparent that the budgetary estimate is not sufficient to complete the Project in a satisfactory manner, the CLIENT shall be so advised. Once so advised, unless prior written notification is received to stop work, all costs incurred in connection with the Project, regardless of whether they are less or greater than the respective cost estimates shall be paid by client.

3. **Invoices and Payments.** Invoices shall be submitted once a month or upon completion of Services, whichever occurs first. Invoices shall be paid by Client within 30 days of Client receiving payment from Owner. A one and one-half percent (1.5%) per month service charge shall be added to all accounts which are not paid by CLIENT within thirty (30) calendar days of date of receipt of invoice by CLIENT. All payments should be remitted to: Living Waters Consultants, Inc. 1 South 132 Summit Ave., Suite 304, Oakbrook Terrace, IL 60181.

4. **Confidentiality.**

(a) Each Party shall retain as confidential all information and data delivered to it by the other party, which (i) relate to technologies, formulae, procedures, processes, methods, trade secrets, ideas, improvements, computer programs, and similar information; or (ii) are designated in writing as confidential at the time of delivery. Confidential information shall not be disclosed to any third party, unless required by law or regulation, or as designated in the proposal or other written correspondence by LWC.

(b) However, nothing herein is meant to preclude either party from disclosing and/or otherwise using confidential information or data (i) when the information or data are actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when information or data are generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the information or

data are obtained or acquired in good faith at any time by the receiving party from a third party in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) where a written release is obtained by the receiving party from the transmitting party.

5. **Representations, Warranties and Covenants of LWC.** LWC shall apply present scientific judgment and use a level of effort consistent with the standard of professional practice as measured on the date hereof and in the locale of the Project in performing its Services for CLIENT. EXCEPT AS SET FORTH HEREIN, LWC MAKES NO WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, CONCERNING ANY OF THE MATERIALS OR SERVICES WHICH MAY BE FURNISHED BY LWC TO CLIENT.

6. **Deliverables.**

(a) All Project deliverables (the "Deliverables") including, but not limited to, any and all reports, drawings, plans, designs and specifications prepared by LWC pursuant to this Agreement are part of the Services contracted for by CLIENT and shall become CLIENT's property upon final payment due LWC for LWC's Services under this Agreement. LWC shall retain one (1) set of all Deliverables for its files.

Deliverables shall not be used by CLIENT, its employees, agents or subcontractors on any extension of the Project or on any other project without the prior written authorization of LWC. CLIENT releases LWC from all claims, loss or liability resulting from CLIENT's unauthorized use of deliverables and shall indemnify LWC against all claims, loss or liability arising from such use.

7. **Insurance.** LWC maintains the following insurance coverages:

<u>Type</u>	<u>Limits</u>
Workers' Compensation	\$1,000,000
Professional Liability	\$1,000,000

8. **Limitation of LWC's Liability to CLIENT.**

(a) In no event shall LWC be responsible for any incidental, indirect, or consequential damages (including loss of profits), incurred by CLIENT as a result of LWC's performance or nonperformance of any Services.

(b) All claims, whether based on contract, tort, breach of warranty, professional negligence (including errors, omissions or other professional acts), or otherwise, shall be deemed waived unless made by CLIENT in writing and received by LWC within one (1) year after CLIENT reasonably knew or should have known of its existence but, in no event, shall any claim be asserted by CLIENT later than three (3) years after LWC's completion of the Services with respect to which the claim is made.

9. **Right of Entry.** CLIENT shall provide for LWC's right to enter from time to time property owned by CLIENT and/or others in order for LWC to perform the agreed work. CLIENT understands that use of equipment may cause some damage to such property, which LWC will use best efforts to minimize. CLIENT waives any claim against LWC, and agrees to indemnify, defend, and hold LWC harmless from any claim or liability for injury or loss allegedly arising from procedures associated with the work, unless caused by a negligent or willful act or omission by LWC.

10. **Termination, Suspension or Abandonment.**

(a) This Agreement may be terminated by either party upon seven (7) days written notice, should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the terminating party.

(b) If CLIENT fails to pay LWC for Services when due, LWC may, upon seven (7) days written notice to CLIENT, suspend performance of Services under this Agreement. In the event of suspension of Services, LWC shall have no liability to CLIENT for delay or damage caused CLIENT because of such suspension of Services.

(c) Irrespective of which party shall effect termination or the cause therefore, CLIENT shall, within thirty (30) calendar days of such termination of this Agreement, pay LWC for the Services rendered and costs incurred, in accordance with LWC's Professional Fee Schedule. Services and the associated costs shall include those rendered up to the time of termination, as well as those associated with any such termination including, but not limited to, demobilization costs.

11. **Force Majeure.** Neither party to this Agreement shall be liable to the other for any loss, cost, or damages, arising out of, or resulting from, any failure to perform in accordance with the terms of this Agreement where the causes of such failure shall include, but not be limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

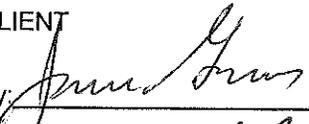
12. **Entire Agreement.** This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent it expressly incorporates, or is incorporated into, this Agreement.

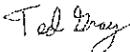
13. **Governing Law.** It is agreed that this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

14. **Interpretation and Enforcement.** This Agreement shall not be modified except by written agreement signed by both CLIENT and consultant. This agreement shall be binding upon the CLIENT and consultant, their heirs, successors, and assignees.

15. **Assignment of Rights.** The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

16. **Disputes.** In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire. Each party shall be responsible for its own costs and expenses including attorney's fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

CLIENT  
By:   
Its: LEXCEL V.P.

LIVING WATERS CONSULTANTS, INC.  
By: Ted R. Gray   
Its: Engineer & Eco-Hydrologist

## LIVING WATERS CONSULTANTS, INC.

## 2011 Professional Fee Schedule

ENGINEER & ECO-HYDROLOGIST	\$123/HR
WATER RESOURCES ENGINEER	\$120/HR
CONSTRUCTION ENGINEER	\$120/HR
ECOLOGIST	\$95/HR
LANDSCAPE ARCHITECT	\$105/HR
WETLAND SCIENTIST	\$95/HR
WATER QUALITY TECH.	\$95/HR
LAKE SCIENTIST	\$95/HR
SURVEYOR FOREMAN	\$95/HR
SURVEYOR TECHNICIAN	\$55/HR
EXPERT WITNESS	\$275/HR
GIS TECHNICIAN	\$85/HR
CADD TECHNICIAN II	\$85/HR
CADD TECHNICIAN I	\$40/HR
MAINTENANCE FOREMAN	\$75/HR
MAINTENANCE LABOR	\$45/HR
OFFICE MANAGER	\$35/HR
MILEAGE	\$0.55/MILE

**EXHIBIT "A"  
WORK ORDER**

LIVING WATERS CONSULTANTS, INC. ("LWC") agrees to perform for CLIENT, on this specific Project, the Services described below. The Services shall be performed subject to and upon the terms and conditions set forth in the Professional Services Agreement (the "Agreement") dated 011/3/2011, by and between LWC and CLIENT, which Agreement is hereby incorporated into this Work Order.

PROJECT TITLE: \_\_\_\_\_ PER PROPOSAL DATED: 011/3/2011

**Grand Blvd. Bioswale Area –Construction Engineering Services,  
Brookfield, IL**

SERVICES: \_\_\_\_\_ PER PROPOSAL DATED: 011/3/2011

TOTAL COST/TERMS: \_\_\_\_\_ PER PROPOSAL DATED: \_\_\_\_\_

EFFECTIVE DATE: 011/3/2011

PERIOD OF ACCEPTANCE: THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE VALID FOR A PERIOD NOT TO EXCEED 45 DAYS FOLLOWING MAILING OF THIS AGREEMENT TO CLIENT.

SPECIAL TERMS AND CONDITIONS: \_\_\_\_\_ PER PROPOSAL DATED: 011/3/2011

**AUTHORIZATION**

This Work Order and the scope of services (the "Services") defined herein are approved and LWC is hereby directed and authorized to proceed with the Services for the designated Project in accordance with the terms and conditions of the above-referenced Agreement.

Requested By:

Accepted By:

**CLIENT**

**LIVING WATERS CONSULTANTS, INC.**

By: *[Signature]*

By: *Ted Gray*  
Ted R. Gray

Title: Exec. V.P.

Title: Director

Date: 11/2/11

Date: 011/3/2011



# Village of Brookfield

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

VILLAGE PRESIDENT  
Michael J. Garvey

VILLAGE CLERK  
Brigid Weber

BOARD OF TRUSTEES  
Catherine A. Colgrass-Edwards  
Ryan P. Evans  
C.P. Hall, II  
Kit P. Ketchmark  
Brian S. Oberhauser  
Michael A. Towner

VILLAGE MANAGER  
Riccardo F. Ginex

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

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO  
ZOOLOGICAL SOCIETY

VILLAGE OF BROOKFIELD  
BROOKFIELD, ILLINOIS 60513

**BROOKFIELD VILLAGE BOARD  
COMMITTEE OF THE WHOLE MEETING  
Monday, November 28, 2011**

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

## AGENDA

- I. **Discussion** – 2011 Tax Levy Documents
- II. **Discussion** – Budget Discussion
- III. **Discussion** – Picnic Deposits
- IV. **Discussion** – FSA Renewal
- V. **Discussion** – Fund Transfers – FY2011 Budget
- VI. **Discussion** – IGI Grant
- VII. **Addresses from the Audience** – Any member of the audience who wishes to address the President and Village Board may do so at this time
- VIII. **Adjournment**

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



# COMMITTEE ITEM MEMO

**ITEM:** 2011 Tax Levy Documents  
**PREPARED BY:** Doug Cooper, Finance Director  
**PURPOSE:** Review of the 2011 Tax Levy Ordinance and 2011 Special Service Area Levies— these will be voted on at the December 12, 2011 Board of Trustees meeting. A public hearing on the 2011 Levy will be held at 6:15 pm prior to the Board of Trustees regularly scheduled meeting.

**BUDGET AMOUNT:** N/A

**BACKGROUND:**

As previously presented, the estimated 2011 tax Levy is proposed for a net total of \$10,094,067. On December 12, the Village will hold a public hearing on the 2011 Tax Levy at 6:15 in Barcal Hall. The total proposed dollar increase amounts to \$426,723, or 4.414% over the previous year's extended levy. The Village's share of the increase amounts to \$268,934 or 3.50%. Also attached are the 2011 Levy Ordinances for each of the Village's Special Service Areas. These levies are used to pay for the Principal and Interest due on the debt obligations related to each individual SSA. Below is a recap of the Village's 2011 Tax Levy:

Specific Tax	2011 Proposed Tax Levy	2010 Extended Tax Levy	Dollar Difference	Percent Difference
<b>Corporate Fund</b>				
General Corporate	1,571,212	1,286,563	284,649	22.1248%
<b>Special Levies</b>				
Police Protection	2,386,116	2,350,853	35,263	1.5000%
Fire Protection	2,386,116	2,350,853	35,263	1.5000%
Total Special Levies	4,772,232	4,701,706	70,526	1.5000%
<b>Pension Levies</b>				
Police Pension	1,052,504	1,044,392	8,112	0.7767%
Firefighters Pension Less PA 93-0689	524,568	612,949	(88,381)	-14.4190%
Total Pension Levies	1,577,072	1,657,341	(80,269)	-4.8432%
Total Corporate, Special & Pension Levies	7,920,516	7,645,610	274,906	3.5956%
<b>Library</b>				
Operations	1,903,200	1,790,317	112,883	6.3052%
IMRF	90,000	71,340	18,660	26.1564%
Social Security	55,000	47,560	7,440	15.6434%
Library Bldg. and Sites	95,000	76,194	18,806	24.6817%
Total Library Levy	2,143,200	1,985,411	157,789	7.9474%
<b>Total For Truth In Taxation/Tax Cap</b>	<b>10,063,716</b>	<b>9,631,021</b>	<b>432,695</b>	<b>4.4927%</b>
<b>Non-Capped Funds</b>				
Firefighters Pension PA 93-0689	30,351	36,323	(5,972)	-16.4414%
Debt Service				
Levy per debt ordinances	(1,235,314)	-	-	0.0000%
Less abatements in the amount of	1,235,314	-	-	0.0000%
Total Village Non-Capped Levy	30,351	36,323	(5,972)	-16.4414%
<b>Total Village Levy</b>	<b>7,950,867</b>	<b>7,681,933</b>	<b>268,934</b>	<b>3.5009%</b>
<b>Total Village &amp; Library Levy</b>	<b>10,094,067</b>	<b>9,687,344</b>	<b>426,723</b>	<b>4.4141%</b>

**ATTACHMENTS:**

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1. 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, 2011 and Ending December 31, 2011
2. All An Ordinance for the Levy and Assessment of Taxes for the Fiscal year Beginning January 1, 2011 and Ending December 31, 2011 in and for The Village of Brookfield Special Service Area Number Four.
3. All An Ordinance for the Levy and Assessment of Taxes for the Fiscal year Beginning January 1, 2011 and Ending December 31, 2011 in and for The Village of Brookfield Special Service Area Number Six.
4. All An Ordinance for the Levy and Assessment of Taxes for the Fiscal year Beginning January 1, 2011 and Ending December 31, 2011 in and for The Village of Brookfield Special Service Area Number Seven.
5. A Resolution Directing the County Clerk to Calculate Separate Limiting Rates for the 2011 Tax Year of the Village of Brookfield

**STAFF RECOMMENDATION:**

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Staff recommends the adoption of the above Ordinances and Resolution.

**REQUESTED COURSE OF ACTION:**

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The Board of Trustees will be presented with the formal Ordinances and Resolution at the November 28<sup>th</sup> Committee of the Whole Meeting. The final Tax Levy Ordinances and Resolution will be placed on the December 12<sup>th</sup> Board of Trustees Meeting for adoption. A public hearing will be held prior to the start of the Board of Trustees meeting on December 12, 2011 for the purpose of hearing public comment on the 2011 Tax Levy.

**ORDINANCE NO. 2011-72**

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**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, 2011 AND ENDING DECEMBER 31, 2011**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 12<sup>TH</sup> DAY OF DECEMBER 2011.**

---

Published in pamphlet form by  
Authority of the Corporate  
Authorities of Brookfield, Illinois  
the 12<sup>TH</sup> day of December 2011.

**ORDINANCE NO. 2011-72**

**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, 2011 AND ENDING DECEMBER 31, 2011**

**WHEREAS**, the corporate authorities of the Village of Brookfield, Cook County , Illinois (the "Village"), pursuant to the applicable provisions of the Property Tax Code (35 ILCS 200/1-1 *et. seq.*) hereby determine that it is necessary to raise by general taxation those amounts hereinafter set forth to be levied upon all the taxable property within the Village to meet and satisfy the necessary expenses and liabilities of the Village.

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

**Section 1. Recitals.**

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

**Section 2. Tax Levy.**

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 levied upon all property subject to taxation within the corporate limits of the Village as that property is assessed and equalized for the current year, and for general corporate purposes, for police pension benefits and administration, for firefighters pension benefits and administration, for Illinois Municipal Retirement Fund benefits, for maintenance of parks and supervised recreation programs, for fire protection purposes,

for police protection purposes, for Social Security benefits, for liability insurance purposes, for financial audit purposes, for the purchase of contract paramedic services, for workers compensation purposes, for unemployment compensation purposes, for operations and administration of a public library, for maintenance of the library building and site and all other objects and purposes of the Village as hereinafter specified, for the fiscal year beginning January 1, 2011 and ending December 31, 2011.

**Section 3. Amounts Levied.**

That the amount levied for each object and purpose and the respective amounts levied for the various funds are set forth hereafter in a separate column under the heading "Amount to be raised by property taxes" and the tax so levied for said fiscal year is in the total aggregate sum as set forth below and is as follows:

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

Village of Brookfield, Illinois  
Tax Levy Summary  
2011

Fund/Department/Account	Amount Appropriated	Amount to be Raised by Other Sources	Amount to be Raised by Property Taxes
<b>General Fund</b>			
General - Nondepartmental	140,000	140,000	-
President & Village Board	71,603	-	71,603
Conservation Commission	5,350	-	5,350
Fire & Police Commission	8,700	-	8,700
Historical Commission	250	-	250
Plan Commission	2,500	-	2,500
Recreation Commission	500	-	500
Beautification Commission	6,810	-	6,810
Zoning Board of Appeals	1,000	-	1,000
Village Manager	535,806	375,506	160,300
Legal	405,000	405,000	-
Finance Department	591,548	157,538	434,010
Building & Code Department	537,010	496,110	40,900
Informaoitn Services Department	391,449	391,449	-
Police Forfiture	10,000	10,000	-
E-911	226,919	226,919	-
Police Department	4,615,574	2,229,458	2,386,116
Fire Department	3,530,333	1,144,217	2,386,116
Public Works Administration	1,384,142	544,853	839,289
Buildng Mainenance	184,000	184,000	-
Rail Station Maintenance	6,000	6,000	-
Forestry	225,225	225,225	-
Vehicle Maintenance	228,450	228,450	-
Parks Maintenance	23,700	23,700	-
Street Maintenance	452,234	452,234	-
Parks and Rec Admin	290,581	290,581	-
Youth Recreation Programs	1,700	1,700	-
Youth Sports Programs	-	-	-
Summer Camp Program	8,550	8,550	-
Adult Teen Recreation Program	200	200	-
Adult Teen Sports Program	100	100	-
Recreation Outings	5,200	5,200	-
Co-operative Recreation Programs	3,000	3,000	-
Contract Programs	34,500	34,500	-
Community Events	5,750	5,750	-
4th of July Event	8,950	8,950	-
<b>Total General Fund</b>	<b>13,942,634</b>	<b>7,599,190</b>	<b>6,343,444</b>
<b>Motor Fuel Tax</b>	<b>500</b>	<b>500</b>	<b>-</b>
<b>Debt Service Fund</b>	<b>1,633,085</b>	<b>889,494</b>	<b>743,591</b>
<b>Special Assessment Fund</b>	<b>240,590</b>	<b>240,590</b>	<b>-</b>
<b>Equipment Replacement Fund</b>	<b>590,000</b>	<b>590,000</b>	<b>-</b>
<b>Infrastructure Project Fund</b>	<b>144,000</b>	<b>144,000</b>	<b>-</b>
<b>Jaycee/Ehlert Park Project Fund</b>	<b>1,075,800</b>	<b>1,075,800</b>	<b>-</b>
<b>Water &amp; Sewer Fund</b>	<b>3,809,589</b>	<b>3,317,866</b>	<b>491,723</b>
<b>Garbage Fund</b>	<b>1,853,184</b>	<b>1,853,184</b>	<b>-</b>
<b>Police Pension Fund</b>	<b>1,052,504</b>	<b>-</b>	<b>1,052,504</b>
<b>Fire Pension</b>	<b>524,568</b>	<b>-</b>	<b>524,568</b>
<b>Fire Pension-amount levied under PA 93-0689</b>	<b>30,351</b>	<b>-</b>	<b>30,351</b>
<b>Library Fund</b>	<b>2,037,200</b>	<b>134,000</b>	<b>1,903,200</b>
<b>Other Library Funds</b>	<b>690,000</b>	<b>450,000</b>	<b>240,000</b>
<b>Total</b>	<b>27,624,005</b>	<b>16,294,624</b>	<b>11,329,381</b>
Less: DEBT SERVICE AMOUNT TO BE ABATED			(1,235,314)
<b>NET 2011 TAX LEVY REQUEST</b>			<b>10,094,067</b>

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Account Number	Fund/Department/Account	Amount Appropriated	Amount to be Raised by Other Sources	Amount to be Raised by Property Taxes
<b>GENERAL FUND--01</b>				
<b>NON-DEPARTMENTAL--00</b>				
01-00-5910	CONTINGENCIES	140,000	140,000	-
<b>GENERAL FUND--01</b>				
<b>PRESIDENT AND VILLAGE BOARD--01</b>				
01-01-5010	SALARY-ELECTED & APPOINTED OFFICIAL	39,529	-	39,529
01-01-5110	EMPLOYER FICA/MEDICARE	3,024	-	3,024
01-01-5120	EMPLOYER IMRF	-	-	-
01-01-5299	OTHER PROFESSIONAL SERVICES	250	-	250
01-01-5490	INTERGOVERNMENTAL FEES & DUES	14,700	-	14,700
01-01-5540	PRINTING & COPYING SERVICES	6,000	-	6,000
01-01-5550	PROFESSIONAL ASSOCIATIONS	1,000	-	1,000
01-01-5590	TRAINING	-	-	-
01-01-5620	COMPUTER SUPPLIES	500	-	500
01-01-5670	OFFICE SUPPLIES	200	-	200
01-01-5680	POSTAGE	4,000	-	4,000
01-01-5720	STATIONERY	100	-	100
01-01-5799	OTHER MATERIALS & SUPPLIES	500	-	500
01-01-5810	CONFERENCE & MEETING REGISTRATION	1,500	-	1,500
01-01-5820	LOCAL MILEAGE,PARKING & TOLLS	50	-	50
01-01-5840	MEALS	250	-	250
		<u>71,603</u>	<u>-</u>	<u>71,603</u>
<b>GENERAL FUND--01</b>				
<b>CONSERVATION COMMISSION--02</b>				
01-02-5540	PRINTING & COPYING SERVICES	100	-	100
01-02-5599	OTHER CONTRACTUAL	4,000	-	4,000
01-02-5615	BOOKS & PUBLICATIONS	50	-	50
01-02-5625	CONCESSIONS & FOOD	200	-	200
01-02-5655	LANDSCAPING & PLANTING SUPPLIES	500	-	500
01-02-5680	POSTAGE	100	-	100
01-02-5690	PROGRAM SUPPLIES	400	-	400
01-02-5715	SMALL TOOLS	-	-	-
		<u>5,350</u>	<u>-</u>	<u>5,350</u>
<b>GENERAL FUND--01</b>				
<b>FIRE AND POLICE COMMISSION--03</b>				
01-03-5270	LEGAL-REVIEW	2,000	-	2,000
01-03-5299	OTHER PROFESSIONAL SERVICES	5,000	-	5,000
01-03-5410	ADVERTISING & LEGAL PUBLICATION	800	-	800
01-03-5550	PROFESSIONAL ASSOCIATIONS	500	-	500
01-03-5625	CONCESSIONS & FOOD	300	-	300
01-03-5799	OTHER MATERIALS & SUPPLIES	100	-	100
	TOTAL EXPENDITURES	<u>8,700</u>	<u>-</u>	<u>8,700</u>
<b>GENERAL FUND--01</b>				
<b>HISTORICAL COMMISSION--04</b>				
01-04-5799	OTHER MATERIALS & SUPPLIES	250	-	250
<b>GENERAL FUND--01</b>				
<b>PLAN COMMISSION--05</b>				
01-05-5270	LEGAL-REVIEW	1,000	-	1,000
01-05-5299	OTHER PROFESSIONAL SERVICES	500	-	500
01-05-5410	ADVERTISING & LEGAL PUBLICATION	500	-	500
01-05-5540	PRINTING & COPYING SERVICES	250	-	250
01-05-5599	OTHER CONTRACTUAL	250	-	250
01-05-5670	OFFICE SUPPLIES	-	-	-
01-05-5680	POSTAGE	-	-	-
01-05-5799	OTHER MATERIALS & SUPPLIES	-	-	-
		<u>2,500</u>	<u>-</u>	<u>2,500</u>
<b>GENERAL FUND--01</b>				
<b>RECREATION COMMISSION--06</b>				
01-06-5810	CONFERENCE & MEETING REGISTRATION	500	-	500

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<b>GENERAL FUND--01</b>				
<b>BEAUTIFICATION COMMISSION--07</b>				
01-07-5220	CONSULTING	500	-	500
01-07-5410	ADVERTISING & LEGAL PUBLICATION	250	-	250
01-07-5475	FORESTRY & LANDSCAPING SERVICES	1,500	-	1,500
01-07-5540	PRINTING & COPYING SERVICES	200	-	200
01-07-5625	CONCESSIONS & FOOD	235	-	235
01-07-5680	POSTAGE	125	-	125
01-07-5690	PROGRAM SUPPLIES	4,000	-	4,000
		<u>6,810</u>	<u>-</u>	<u>6,810</u>
<b>GENERAL FUND--01</b>				
<b>ZBA--09</b>				
01-09-5270	LEGAL-REVIEW	250	-	250
01-09-5410	ADVERTISING & LEGAL PUBLICATION	750	-	750
		<u>1,000</u>	<u>-</u>	<u>1,000</u>
<b>GENERAL FUND--01</b>				
<b>VILLAGE MANAGER'S OFFICE--10</b>				
01-10-5020	WAGES-FULL TIME SALARIED	275,190	275,190	-
01-10-5030	WAGES-PART TIME HOURLY	3,041	3,041	-
01-10-5110	EMPLOYER FICA/MEDICARE	18,780	18,780	-
01-10-5120	EMPLOYER IMRF	41,281	41,281	-
01-10-5140	INSURANCE-GROUP LIFE & AD&D	544	544	-
01-10-5150	INSURANCE-GROUP MEDICAL	31,514	31,514	-
01-10-5160	INSURANCE-GROUP DENTAL	2,536	2,536	-
01-10-5190	INSURANCE-UNEMPLOYMENT COMPENSATION	900	900	-
01-10-5280	MEDICAL	1,720	1,720	-
01-10-5299	OTHER PROFESSIONAL SERVICES	3,300	-	3,300
01-10-5320	R & M-DATA PROCESSING EQUIPMENT	500	-	500
01-10-5340	R & M-POLICE EQUIPMENT	17,000	-	17,000
01-10-5410	ADVERTISING & LEGAL PUBLICATION	5,000	-	5,000
01-10-5490	INTERGOVERNMENTAL FEES & DUES	1,500	-	1,500
01-10-5530	ORDINANCE CODIFICATION	17,500	-	17,500
01-10-5540	PRINTING & COPYING SERVICES	1,500	-	1,500
01-10-5550	PROFESSIONAL ASSOCIATIONS	5,000	-	5,000
01-10-5560	PURCHASED PROGRAM SERVICES	500	-	500
01-10-5590	TRAINING	500	-	500
01-10-5615	BOOKS & PUBLICATIONS	800	-	800
01-10-5625	CONCESSIONS & FOOD	-	-	-
01-10-5630	COPIER SUPPLIES	-	-	-
01-10-5670	OFFICE SUPPLIES	7,000	-	7,000
01-10-5680	POSTAGE	19,000	-	19,000
01-10-5690	PROGRAM SUPPLIES	1,600	-	1,600
01-10-5720	STATIONERY	4,000	-	4,000
01-10-5799	OTHER MATERIALS & SUPPLIES	500	-	500
01-10-5810	CONFERENCE & MEETING REGISTRATION	1,100	-	1,100
01-10-5820	LOCAL MILEAGE,PARKING & TOLLS	1,000	-	1,000
01-10-5830	LODGING	2,000	-	2,000
01-10-5840	MEALS	1,000	-	1,000
01-10-5910	CONTINGENCIES	70,000	-	70,000
		<u>535,806</u>	<u>375,506</u>	<u>160,300</u>
<b>GENERAL FUND--01</b>				
<b>LEGAL SERVICES--11</b>				
01-11-5250	LEGAL-PROSECUTION	45,000	45,000	-
01-11-5260	LEGAL-LITIGATION	100,000	100,000	-
01-11-5270	LEGAL-REVIEW	260,000	260,000	-
01-11-5299	OTHER PROFESSIONAL SERVICES	-	-	-
		<u>405,000</u>	<u>405,000</u>	<u>-</u>
<b>GENERAL FUND--01</b>				
<b>FINANCE DEPARTMENT - 12</b>				
01-12-5010	WAGES-FULL TIME SALARIED	67,999	67,999	-
01-12-5025	WAGES-FULL TIME HOURLY	36,004	36,004	-
01-12-5030	WAGES-PART TIME HOURLY	1,032	1,032	-
01-12-5040	WAGES-OVERTIME 1.5X	1,700	1,700	-
01-12-5110	EMPLOYER FICA/MEDICARE	8,874	8,874	-

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01-12-5120	EMPLOYER IMRF	30,451	30,451	-
01-12-5140	INSURANCE-GROUP LIFE & AD&D	178	178	-
01-12-5150	INSURANCE-GROUP MEDICAL	9,402	9,402	-
01-12-5160	INSURANCE-GROUP DENTAL	1,598	1,598	-
01-12-5190	INSURANCE-UNEMPLOYMENT COMPENSATION	300	300	-
01-12-5210	AUDIT	27,750	-	27,750
01-12-5220	CONSULTING	-	-	-
01-12-5299	OTHER PROFESSIONAL SERVICES	3,127	-	3,127
01-12-5410	ADVERTISING & LEGAL PUBLICATION	900	-	900
01-12-5435	BANK SERVICE CHARGES	270	-	270
01-12-5520	LIABILITY INSURANCE	374,085	-	374,085
01-12-5540	PRINTING & COPYING SERVICES	2,000	-	2,000
01-12-5550	PROFESSIONAL ASSOCIATIONS	700	-	700
01-12-5560	PURCHASED PROGRAM SERVICES	15,000	-	15,000
01-12-5590	TRAINING	500	-	500
01-12-5599	OTHER CONTRACTURAL	5,228	-	5,228
01-12-5615	BOOKS & PUBLICATIONS	100	-	100
01-12-5620	COMPUTER SUPPLIES	400	-	400
01-12-5670	OFFICE SUPPLIES	2,000	-	2,000
01-12-5680	POSTAGE	100	-	100
01-12-5690	PROGRAM SUPPLIES	500	-	500
01-12-5710	SERVICE AND REPAIR PARTS	-	-	-
01-12-5810	CONFERENCE & MEETING REGISTRATION	500	-	500
01-12-5820	LOCAL MILEAGE,PARKING & TOLLS	50	-	50
01-12-5830	LODGING	600	-	600
01-12-5840	MEALS	200	-	200
		<b>591,548</b>	<b>157,538</b>	<b>434,010</b>

**GENERAL FUND--01**

**BUILDING AND CODE DEPARTMENT--13**

01-13-5020	WAGES-FULL TIME SALARIED	114,971	114,971	-
01-13-5025	WAGES-FULL TIME HOURLY	199,845	199,845	-
01-13-5030	WAGES-PART TIME HOURLY	28,325	28,325	-
01-13-5040	WAGES-OVERTIME 1.5X	6,352	6,352	-
01-13-5110	EMPLOYER FICA/MEDICARE	26,736	26,736	-
01-13-5120	EMPLOYER IMRF	51,933	51,933	-
01-13-5140	INSURANCE-GROUP LIFE & AD&D	471	471	-
01-13-5150	INSURANCE-GROUP MEDICAL	62,682	62,682	-
01-13-5160	INSURANCE-GROUP DENTAL	3,905	3,905	-
01-13-5190	INSURANCE-UNEMPLOYMENT COMPENSATION	890	890	-
01-13-5270	LEGAL-REVIEW	-	-	-
01-13-5299	OTHER PROFESSIONAL SERVICES	25,000	-	25,000
01-13-5310	R & M-COMMUNICATIONS EQUIPMENT	200	-	200
01-13-5340	R & M-POLICE EQUIPMENT	100	-	100
01-13-5380	R & M-VEHICLES	600	-	600
01-13-5410	ADVERTISING & LEGAL PUBLICATION	1,000	-	1,000
01-13-5490	INTERGOVERNMENTAL FEES & DUES	1,000	-	1,000
00-13-5540	PRINTING & COPYING SERVICES	500	-	500
01-13-5550	PROFESSIONAL ASSOCIATIONS	1,700	-	1,700
01-13-5560	PURCHASED PROGRAM SERVICES	-	-	-
01-13-5590	TRAINING	3,500	-	3,500
01-13-5615	BOOKS & PUBLICATIONS	1,000	-	1,000
01-13-5620	COMPUTER SUPPLIES	-	-	-
01-13-5670	OFFICE SUPPLIES	500	-	500
01-13-5680	POSTAGE	100	-	100
01-13-5700	PROTECTIVE CLOTHING & EQUIPMENT	100	-	100
01-13-5715	SMALL TOOLS	100	-	100
01-13-5720	STATIONERY	-	-	-
01-13-5762	UNIFORMS	500	-	500
01-13-5810	CONFERENCE & MEETING REGISTRATION	3,000	-	3,000
01-13-5820	LOCAL MILEAGE,PARKING & TOLLS	500	-	500
01-13-5830	LODGING	600	-	600
01-13-5840	MEALS	400	-	400
01-13-5850	PURCHASED TRANSPORTATION	500	-	500
		<b>537,010</b>	<b>496,110</b>	<b>40,900</b>

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<b>GENERAL FUND--01</b>				
<b>INFORMATION SERVICES--14</b>				
01-14-5230	DATA PROCESSING	23,449	23,449	-
01-14-5299	OTHER PROFESSIONAL SERVICES	60,000	60,000	-
01-14-5320	R & M-DATA PROCESSING EQUIPMENT	-	-	-
01-14-5500	ISP'S & DATA SERVICES	18,000	18,000	-
01-14-5580	TELEPHONE-LOCAL,LD,WIRELESS,PAGER	110,000	110,000	-
01-14-5620	COMPUTER SUPPLIES	10,000	10,000	-
01-14-5910	CONTINGENCIES	-	-	-
01-14-6530	EQUIP. DATA PROCESSING	170,000	170,000	-
		<u>391,449</u>	<u>391,449</u>	-
<b>GENERAL FUND--01</b>				
<b>POLICE FORFEITURE--18</b>				
01-18-5340	R & M-POLICE EQUIPMENT	-	-	-
01-18-5380	R & M-VEHICLES	-	-	-
01-18-5560	PURCHASED PROGRAM SERVICES	10,000	10,000	-
01-18-5675	POLICE SUPPLIES	-	-	-
01-18-6530	EQUIP. DATA PROCESSING	-	-	-
		<u>10,000</u>	<u>10,000</u>	-
<b>GENERAL FUND--01</b>				
<b>E-911 SERVICES--19</b>				
01-19-5025	WAGES-FULL TIME HOURLY	151,692	151,692	-
01-19-5110	EMPLOYER FICA/MEDICARE	12,033	12,033	-
01-19-5120	EMPLOYER IMRF	25,434	25,434	-
01-19-5140	INSURANCE-GROUP LIFE & AD&D	194	194	-
01-19-5150	INSURANCE-GROUP MEDICAL	28,277	28,277	-
01-19-5160	INSURANCE-GROUP DENTAL	1,789	1,789	-
01-19-5190	INSURANCE-UNEMPLOYMENT COMPENSATION	500	500	-
01-19-5310	R & M-COMMUNICATIONS EQUIPMENT	5,000	5,000	-
01-19-5320	R & M-DATA PROCESSING EQUIPMENT	1,000	1,000	-
01-19-5490	INTERGOVERNMENTAL FEES & DUES	1,000	1,000	-
01-19-6530	EQUIP. DATA PROCESSING	-	-	-
		<u>226,919</u>	<u>226,919</u>	-
<b>GENERAL FUND--01</b>				
<b>POLICE DEPARTMENT--20</b>				
01-20-5020	WAGES-FULL TIME SALARIED	291,474	291,474	-
01-20-5025	WAGES-FULL TIME HOURLY	2,363,276	-	2,363,276
01-20-5040	WAGES-OVERTIME 1.5X	227,870	205,030	22,840
01-20-5065	TUITION REIMBURSEMENT	5,000	5,000	-
01-20-5080	POLICE PENSION CONTRIBUTION	1,072,079	19,575	1,052,504
01-20-5099	OTHER COMPENSATION	25,000	25,000	-
01-20-5110	EMPLOYER FICA/MEDICARE	61,133	61,133	-
01-20-5120	EMPLOYER IMRF	16,956	16,956	-
01-20-5140	INSURANCE-GROUP LIFE & AD&D	2,223	2,223	-
01-20-5150	INSURANCE-GROUP MEDICAL	402,567	402,567	-
01-20-5160	INSURANCE-GROUP DENTAL	26,696	26,696	-
01-20-5170	INSURANCE-SUPPLEMENTAL VISION	2,000	2,000	-
01-20-5190	INSURANCE-UNEMPLOYMENT COMPENSATION	6,000	6,000	-
01-20-5280	MEDICAL	500	500	-
01-20-5299	OTHER PROFESSIONAL SERVICES	1,800	1,800	-
01-20-5310	R & M-COMMUNICATIONS EQUIPMENT	21,000	21,000	-
01-20-5320	R & M-DATA PROCESSING EQUIPMENT	500	500	-
01-20-5340	R & M-POLICE EQUIPMENT	4,000	4,000	-
01-20-5350	R & M-OFFICE EQUIPMENT	2,500	2,500	-
01-20-5380	R & M-VEHICLES	6,000	6,000	-
01-20-5399	R & M-OTHER EQUIPMENT	500	500	-
01-20-5410	ADVERTISING & LEGAL PUBLICATION	100	100	-
01-20-5460	EQUIPMENT RENTAL	200	200	-
01-20-5490	INTERGOVERNMENTAL FEES & DUES	15,000	15,000	-
01-20-5515	LAUNDRY SERVICES	200	200	-
01-20-5540	PRINTING & COPYING SERVICES	5,500	5,500	-
01-20-5550	PROFESSIONAL ASSOCIATIONS	2,000	2,000	-
01-20-5560	PURCHASED PROGRAM SERVICES	10,000	10,000	-
01-20-5590	TRAINING	10,000	10,000	-
01-20-5605	AMMUNITION & RANGE SUPPLIES	5,000	5,000	-

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Account Number	Fund/Department/Account	Amount Appropriated	Amount to be Raised by Other Sources	Amount to be Raised by Property Taxes
01-20-5610	AWARDS	500	500	-
11-20-5615	BOOKS & PUBLICATIONS	1,000	1,000	-
01-20-5620	COMPUTER SUPPLIES	500	500	-
01-20-5625	CONCESSIONS & FOOD	3,500	3,500	-
01-20-5630	COPIER SUPPLIES	500	500	-
01-20-5650	FUEL	200	200	-
01-20-5670	OFFICE SUPPLIES	3,000	3,000	-
01-20-5675	POLICE SUPPLIES	2,000	2,000	-
01-20-5680	POSTAGE	200	200	-
01-20-5690	PROGRAM SUPPLIES	3,500	3,500	-
01-20-5720	STATIONERY	100	100	-
01-20-5765	UNIFORMS	8,000	8,000	-
01-20-5799	OTHER MATERIALS & SUPPLIES	500	500	-
01-20-5810	CONFERENCE & MEETING REGISTRATION	1,000	1,000	-
01-20-5820	LOCAL MILEAGE,PARKING & TOLLS	500	500	-
01-20-5830	LODGING	2,000	2,000	-
01-20-5840	MEALS	1,000	1,000	-
01-20-5850	PURCHASED TRANSPORTATION	500	500	-
		<b>4,615,574</b>	<b>1,176,954</b>	<b>3,438,620</b>

GENERAL FUND--01

FIRE DEPARTMENT-25

01-25-5020	WAGES-FULL TIME SALARIED	99,113	5,291	93,822
01-25-5025	WAGES-FULL TIME HOURLY	1,967,996	-	1,967,996
01-25-5040	WAGES-OVERTIME 1.5X	300,000	-	300,000
01-25-5065	TUITION REIMBURSEMENT	24,298	-	24,298
01-25-5080	PENSION-REGULAR	664,108	109,189	554,919
01-25-5110	EMPLOYER FICA/MEDICARE	32,012	32,012	-
01-25-5140	INSURANCE-GROUP LIFE & AD&D	1,523	1,523	-
01-25-5150	INSURANCE-GROUP MEDICAL	282,302	282,302	-
01-25-5160	INSURANCE-GROUP DENTAL	20,196	20,196	-
01-25-5190	INSURANCE-UNEMPLOYMENT COMPENSATION	8,000	8,000	-
01-25-5199	OTHER BENEFITS	14,500	14,500	-
01-25-5280	MEDICAL	10,000	10,000	-
01-25-5305	R & M-BUILDINGS	7,000	7,000	-
01-25-5310	R & M-COMMUNICATIONS EQUIPMENT	3,500	3,500	-
01-25-5330	R & M-FIRE & EMS EQUIPMENT	5,000	5,000	-
01-25-5350	R & M-OFFICE EQUIPMENT	4,000	4,000	-
01-25-5380	R & M-VEHICLES	200	200	-
01-25-5399	R & M-OTHER EQUIPMENT	10,000	10,000	-
01-25-5490	INTERGOVERNMENTAL FEES & DUES	13,000	13,000	-
01-25-5510	JANITORIAL	5,200	5,200	-
01-25-5540	PRINTING & COPYING SERVICES	250	250	-
01-25-5550	PROFESSIONAL ASSOCIATIONS	735	735	-
01-25-5560	PURCHASED PROGRAM SERVICES	500	500	-
01-25-5590	TRAINING	2,000	2,000	-
01-25-5615	BOOKS & PUBLICATIONS	500	500	-
01-25-5620	COMPUTER SUPPLIES	1,000	1,000	-
01-25-5625	CONCESSIONS & FOOD	200	200	-
01-25-5630	COPIER SUPPLIES	500	500	-
01-25-5640	EMS SUPPLIES	10,000	10,000	-
01-25-5645	FIREFIGHTING SUPPLIES	9,000	9,000	-
01-25-5670	OFFICE SUPPLIES	1,000	1,000	-
01-25-5680	POSTAGE	100	100	-
01-25-5690	PROGRAM SUPPLIES	5,000	5,000	-
01-25-5710	SERVICE & REPAIR PARTS	500	500	-
01-25-5715	SMALL TOOLS	400	400	-
01-25-5760	TRAINING SUPPLIES	500	500	-
01-25-5765	UNIFORMS	20,000	20,000	-
01-25-5810	CONFERENCE & MEETING REGISTRATION	1,500	1,500	-
01-25-5820	LOCAL MILEAGE,PARKING & TOLLS	200	200	-
01-25-5830	LODGING	3,000	3,000	-
01-25-5840	MEALS	1,500	1,500	-
		<b>3,530,333</b>	<b>589,298</b>	<b>2,941,035</b>

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Account Number	Fund/Department/Account	Amount Appropriated	Amount to be Raised by Other Sources	Amount to be Raised by Property Taxes
<b>GENERAL FUND--01</b>				
<b>PUBLIC WORKS-ADMINISTRATION--30</b>				
01-30-5020	WAGES-FULL TIME SALARIED	85,595	-	85,595
01-30-5025	WAGES-FULL TIME HOURLY	760,486	6,792	753,694
01-30-5035	WAGES-SEASONAL HOURLY	7,850	7,850	-
01-30-5040	WAGES-OVERTIME 1.5X	78,000	78,000	-
01-30-5080	PENSION-REGULAR	16,480	16,480	-
01-30-5110	EMPLOYER FICA/MEDICARE	69,814	69,814	-
01-30-5120	EMPLOYER IMRF	147,566	147,566	-
01-30-5140	INSURANCE-GROUP LIFE & AD&D	1,134	1,134	-
01-30-5150	INSURANCE-GROUP MEDICAL	167,230	167,230	-
01-30-5160	INSURANCE-GROUP DENTAL	10,887	10,887	-
01-30-5190	INSURANCE-UNEMPLOYMENT COMPENSATION	2,100	2,100	-
01-30-5280	MEDICAL	1,500	1,500	-
01-30-5299	OTHER PROFESSIONAL SERVICES	750	750	-
01-30-5310	R & M-COMMUNICATIONS EQUIPMENT	100	100	-
01-30-5350	R & M-OFFICE EQUIPMENT	3,800	3,800	-
01-30-5380	R & M-VEHICLES	500	500	-
00-30-5410	ADVERTISING & LEGAL PUBLICATION	700	700	-
01-30-5510	JANITORIAL	12,000	12,000	-
01-30-5515	LAUNDRY SERVICES	8,000	8,000	-
01-30-5540	PRINTING & COPYING SERVICES	750	750	-
01-30-5550	PROFESSIONAL ASSOCIATIONS	400	400	-
01-30-5590	TRAINING	-	-	-
01-30-5595	UTILITIES LOCATION SERVICES	1,600	1,600	-
01-30-5615	BOOKS & PUBLICATIONS	50	50	-
01-30-5620	COMPUTER SUPPLIES	100	100	-
01-30-5630	COPIER SUPPLIES	100	100	-
01-30-5670	OFFICE SUPPLIES	500	500	-
01-30-5680	POSTAGE	100	100	-
01-30-5690	PROGRAM SUPPLIES	4,000	4,000	-
01-30-5700	PROTECTIVE CLOTHING AND EQUIPMENT	500	500	-
01-30-5710	SERVICE & REPAIR PARTS	700	700	-
01-30-5799	OTHER MATERIALS AND SUPPLIES	50	50	-
01-30-5810	CONFERENCE & MEETING REGISTRATION	800	800	-
		<b>1,384,142</b>	<b>544,853</b>	<b>839,289</b>
<b>GENERAL FUND--01</b>				
<b>BUILDING MAINTENANCE--31</b>				
01-31-5305	R & M - BUILDINGS	168,000	168,000	-
01-31-5310	R & M-COMMUNICATIONS EQUIPMENT	500	500	-
01-31-5350	R & M-OFFICE EQUIPMENT	-	-	-
01-31-5475	FORESTRY & LANDSCAPING SERVICES	5,000	5,000	-
01-31-5690	PROGRAM SUPPLIES	2,500	2,500	-
01-31-5710	SERVICE AND REPAIR PARTS	500	500	-
01-31-5715	SMALL TOOLS	500	500	-
01-31-5770	UTILITIES-VILLAGE BUILDINGS	7,000	7,000	-
		<b>184,000</b>	<b>184,000</b>	<b>-</b>
<b>GENERAL FUND--01</b>				
<b>COMMUTER STATION MAINTENANCE--32</b>				
01-32-5305	R & M BUILDINGS	1,000	1,000	-
01-32-5475	FORESTRY & LANDSCAPING SERVICES	4,000	4,000	-
01-32-5540	PRINTING AND COPYING SERVICES	500	500	-
01-32-5690	PROGRAM SUPPLIES	500	500	-
		<b>6,000</b>	<b>6,000</b>	<b>-</b>
<b>GENERAL FUND--01</b>				
<b>FORESTRY--33</b>				
01-33-5360	R & M-PUBLIC WORKS EQUIPMENT	500	500	-
01-33-5460	EQUIPMENT RENTAL	500	500	-
01-33-5475	FORESTRY & LANDSCAPING SERVICES	180,000	180,000	-
01-33-5550	PROFESSIONAL ASSOCIATIONS	1,000	1,000	-
01-33-5560	PURCHASED PROGRAM SERVICES	5,000	5,000	-
01-33-5580	TELEPHONE-LOCAL,LD,WIRELESS,PAGER	-	-	-
01-33-5615	BOOKS & PUBLICATIONS	-	-	-
01-33-5655	LANDSCAPING & PLANTING SUPPLIES	32,000	32,000	-
01-33-5690	PROGRAM SUPPLIES	1,400	1,400	-

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01-33-5700	PROTECTIVE CLOTHING & EQUIPMENT	700	700	-
01-33-5710	SERVICE & REPAIR PARTS	1,000	1,000	-
01-33-5715	SMALL TOOLS	1,500	1,500	-
01-33-5765	UNIFORMS	500	500	-
01-33-5810	CONFERENCE & MEETING REGISTRATION	575	575	-
01-33-5820	LOCAL MILEAGE,PARKING & TOLLS	50	50	-
01-33-5840	MEALS	500	500	-
		<u>225,225</u>	<u>225,225</u>	-

**GENERAL FUND--01**

**VEHICLE MAINTENANCE--34**

01-34-5310	R & M-COMMUNICATIONS EQUIPMENT	500	500	-
01-34-5360	R & M-PUBLIC WORKS EQUIPMENT	8,000	8,000	-
01-34-5380	R & M-VEHICLES	15,000	15,000	-
01-34-5399	R & M-OTHER EQUIPMENT	2,000	2,000	-
01-34-5450	CONTRACT LABOR	20,000	20,000	-
01-34-5460	EQUIPMENT RENTAL	500	500	-
01-34-5515	LAUNDRY SERVICES	200	200	-
01-34-5560	PURCHASED PROGRAM SERVICES	3,000	3,000	-
01-34-5590	TRAINING	500	500	-
01-34-5599	OTHER CONTRACTURAL	4,000	4,000	-
01-34-5615	BOOKS & PUBLICATIONS	200	200	-
01-34-5650	FUEL	110,000	110,000	-
01-34-5660	LUBRICANTS & FLUIDS	7,000	7,000	-
01-34-5680	POSTAGE	100	100	-
01-34-5690	PROGRAM SUPPLIES	2,500	2,500	-
01-34-5700	PROTECTIVE CLOTHING & EQUIPMENT	500	500	-
01-34-5710	SERVICE & REPAIR PARTS	50,000	50,000	-
01-34-5715	SMALL TOOLS	4,000	4,000	-
01-34-5765	UNIFORMS	300	300	-
01-34-5810	CONFERENCE & MEETING REGISTRATION	100	100	-
01-34-5820	LOCAL MILEAGE,PARKING & TOLLS	50	50	-
		<u>228,450</u>	<u>228,450</u>	-

**GENERAL FUND--01**

**PARKS MAINTENANCE--35**

01-35-5305	R & M-BUILDINGS	2,500	2,500	-
01-35-5370	R & M-RECREATION EQUIPMENT	5,000	5,000	-
01-35-5460	EQUIPMENT RENTAL	2,500	2,500	-
01-35-5510	JANITORIAL	5,000	5,000	-
01-35-5560	PURCHASED PROGRAM SERVICES	2,000	2,000	-
01-35-5655	LANDSCAPING & PLANTING SUPPLIES	500	500	-
01-35-5690	PROGRAM SUPPLIES	5,000	5,000	-
01-35-5710	SERVICE & REPAIR PARTS	500	500	-
01-35-5715	SMALL TOOLS	500	500	-
01-35-5765	UNIFORMS	200	200	-
01-35-6350	PARK CONSTRUCTION/IMPROVEMENTS	-	-	-
		<u>23,700</u>	<u>23,700</u>	-

**GENERAL FUND--01**

**STREETS MAINTENANCE--36**

01-36-5399	R & M-OTHER EQUIPMENT	200	200	-
01-36-5450	CONTRACT LABOR	500	500	-
01-36-5460	EQUIPMENT RENTAL	500	500	-
01-36-5490	INTERGOVERNMENTAL FEES & DUES	300	300	-
01-36-5540	PRINTING & COPYING SERVICES	984	984	-
01-36-5560	PURCHASED PROGRAM SERVICES	3,000	3,000	-
01-36-5570	STREET LIGHT & TRAFFIC SIGNALS	55,000	55,000	-
01-36-5590	TRAINING	1,300	1,300	-
01-36-5599	OTHER CONTRACTURAL	500	500	-
01-36-5655	LANDSCAPING & PLANTING SUPPLIES	2,500	2,500	-
01-36-5680	POSTAGE	3,500	3,500	-
01-36-5690	PROGRAM SUPPLIES	12,000	12,000	-
01-36-5700	PROTECTIVE CLOTHING & EQUIPMENT	1,000	1,000	-
01-36-5710	SERVICE & REPAIR PARTS	1,000	1,000	-
01-36-5715	SMALL TOOLS	250	250	-
01-36-5730	STREET MATERIALS-AGGREGATE	15,000	15,000	-
01-36-5735	STREET MATERIALS-BITUMINUM	10,000	10,000	-

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01-36-5745	STREET MATERIALS-SALT & SAND	80,000	80,000	-
01-36-5750	STREET MATERIALS-SIGNS & BARRICADES	12,000	12,000	-
01-36-5755	STREET MATERIALS-OTHER	2,000	2,000	-
01-36-5765	UNIFORMS	300	300	-
01-36-5775	UTILITIES-PUBLIC WAY	250,000	250,000	-
01-36-5799	OTHER MATERIALS & SUPPLIES	400	400	-
01-36-6300	STREET SYSTEM CONSTRUCTION	-	-	-
		<u>452,234</u>	<u>452,234</u>	<u>-</u>
<b>GENERAL FUND--01</b>				
<b>PARKS &amp; RECREATION-ADMINISTRATIVE-40</b>				
01-40-5025	WAGES-FULL TIME HOURLY	58,317	58,317	-
01-40-5035	WAGES-SEASONAL HOURLY	98,147	98,147	-
01-40-5110	EMPLOYER FICA/MEDICARE	11,969	11,969	-
01-40-5120	EMPLOYER IMRF	13,002	13,002	-
01-40-5140	INSURANCE-GROUP LIFE & AD&D	65	65	-
01-40-5150	INSURANCE-GROUP MEDICAL	15,671	15,671	-
01-40-5160	INSURANCE-GROUP DENTAL	1,141	1,141	-
01-40-5190	INSURANCE-UNEMPLOYMENT COMPENSATION	800	800	-
01-40-5280	MEDICAL	1,000	1,000	-
01-40-5350	R & M-OFFICE EQUIPMENT	4,000	4,000	-
01-40-5370	R & M-RECREATION EQUIPMENT	600	600	-
01-40-5410	ADVERTISING & LEGAL PUBLICATION	500	500	-
01-40-5460	EQUIPMENT RENTAL	225	225	-
01-40-5540	PRINTING & COPYING SERVICES	400	400	-
01-40-5550	PROFESSIONAL ASSOCIATIONS	869	869	-
01-40-5560	PURCHASED PROGRAM SERVICES	75,289	75,289	-
01-40-5590	TRAINING	300	300	-
01-40-5615	BOOKS & PUBLICATIONS	100	100	-
01-40-5620	COMPUTER SUPPLIES	300	300	-
01-40-5625	CONCESSIONS & FOOD	300	300	-
01-40-5670	OFFICE SUPPLIES	400	400	-
01-40-5680	POSTAGE	4,500	4,500	-
01-40-5690	PROGRAM SUPPLIES	2,100	2,100	-
01-40-5765	UNIFORMS	112	112	-
01-40-5799	OTHER MATERIALS & SUPPLIES	24	24	-
01-40-5810	CONFERENCE & MEETING REGISTRATION	400	400	-
01-40-5820	LOCAL MILEAGE,PARKING & TOLLS	50	50	-
		<u>290,581</u>	<u>290,581</u>	<u>-</u>
<b>GENERAL FUND--01</b>				
<b>YOUTH RECREATION PROGRAMS--41</b>				
01-41-5590	TRAINING	200	200	-
01-41-5690	PROGRAM SUPPLIES	1,500	1,500	-
		<u>1,700</u>	<u>1,700</u>	<u>-</u>
<b>GENERAL FUND--01</b>				
<b>YOUTH SPORTS PROGRAMS-42</b>				
01-42-5690	PROGRAM SUPPLIES	-	-	-
<b>GENERAL FUND--01</b>				
<b>SUMMER CAMP PROGRAM - 43</b>				
01-43-5470	PROGRAM SUPPLIES	50	50	-
01-43-5560	PURCHASED PROGRAM SERVICES	6,000	6,000	-
01-43-5590	TRAINING	300	300	-
01-43-5690	PROGRAM SUPPLIES	2,200	2,200	-
	TOTAL	<u>8,550</u>	<u>8,550</u>	<u>-</u>
<b>GENERAL FUND--01</b>				
<b>ADULT/TEEN RECREATION PROGRAMS--44</b>				
01-44-5690	PROGRAM SUPPLIES	200	200	-

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<b>GENERAL FUND--01</b>				
<b>ADULT/TEEN SPORTS AND FITNESS PROGRAMS--45</b>				
01-45-5690	PROGRAM SUPPLIES	100	100	-
<b>GENERAL FUND--01</b>				
<b>RECREATION OUTINGS--46</b>				
01-46-5560	PURCHASED PROGRAM SERVICES	5,200	5,200	-
01-46-5690	PROGRAM SUPPLIES	-	-	-
		5,200	5,200	-
<b>GENERAL FUND--01</b>				
<b>COOPERATIVE PROGRAMS--47</b>				
01-47-5560	PURCHASED PROGRAM SERVICES	3,000	3,000	-
<b>GENERAL FUND--01</b>				
<b>CONTRACT PROGRAMS--48</b>				
01-48-5450	CONTRACT LABOR	32,000	32,000	-
01-48-5470	FACILITY RENTAL	2,500	2,500	-
		34,500	34,500	-
<b>GENERAL FUND--01</b>				
<b>COMMUNITY EVENTS--50</b>				
01-50-5410	ADVERTISING & LEGAL PUBLICATION	300	300	-
01-50-5460	EQUIPMENT RENTAL	-	-	-
01-50-5510	JANITORIAL	-	-	-
01-50-5540	PRINTING & COPYING SERVICES	-	-	-
01-50-5560	PURCHASED PROGRAM SERVICES	3,500	3,500	-
01-50-5599	OTHER CONTRACTUAL	-	-	-
01-50-5610	AWARDS	-	-	-
01-50-5625	CONCESSIONS & FOOD	600	600	-
01-50-5690	PROGRAM SUPPLIES	1,300	1,300	-
01-50-5799	OTHER MATERIALS & SUPPLIES	50	50	-
		5,750	5,750	-
<b>GENERAL FUND--01</b>				
<b>FOURTH OF JULY EVENTS--52</b>				
01-52-5460	EQUIPMENT RENTAL	300	300	-
01-52-5510	JANITORIAL	150	150	-
01-52-5560	PURCHASED PROGRAM SERVICES	8,000	8,000	-
01-52-5610	AWARDS	100	100	-
01-52-5625	CONCESSIONS & FOOD	200	200	-
01-52-5690	PROGRAM SUPPLIES	200	200	-
		8,950	8,950	-
<b>MOTOR FUEL TAX FUND--11</b>				
11-00-5240	ENGINEERING	-	-	-
11-00-6300	STREET SYSTEM CONSTRUCTION/IMPROVE	-	-	-
		-	-	-
<b>OGDEN AVE. TIF FUND --15</b>				
15-00-5210	ENGINEERING	500	500	-
15-00-5220	CONSULTING	25,000	25,000	-
15-00-5270	LEGAL REVIEW	2,500	2,500	-
15-00-5410	STREET SYSTEM CONSTRUCTION/IMPROVEMENT	500	500	-
		28,500	28,500	-
<b>HOTEL MOTEL TAX FUND--16</b>				
16-00-5220	CONSULTING	-	-	-
		-	-	-
<b>DEBT SERVICE--31</b>				
31-00-7110	PAYING AGENT FEES	5,500	5,500	-
31-00-7260	PRINCIPAL-SERIES 1998 GO BONDS	20,000	-	20,000
31-00-7270	PRINCIPAL-SERIES 1998A GO REFUND BN	-	-	-
31-00-7280	PRINCIPAL-SERIES 1998B GO REFUND BN	145,000	-	145,000
31-00-7300	PRINCIPAL-SERIES 2000A GO BONDS	18,439	-	18,439
31-00-7320	PRINCIPAL-2001 FIRE TRUCK INSTALL N	52,418	52,418	-

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31-00-7330	PRINCIPAL-SERIES 2003 DEBT CERTS	310,000	310,000	-
31-00-7340	PRINCIPAL-SERIES 2004 DEBT CERTS	100,000	100,000	-
31-00-7350	PRINCIPAL-SERIES 2004A REFUND BONDS	155,000	-	155,000
31-00-7360	PRINCIPAL-SERIES 2004B REFUND BONDS	40,000	-	40,000
31-00-7370	PRINCIPAL -SERIES 2006B GO BONDS	160,000	-	160,000
31-00-7380	PRINCIPAL PUMPER TRUCK - 2007	106,731	106,731	-
31-00-7380	PRINCIPAL SQUAD CAR LEASE	59,167	59,167	-
31-00-7381	PRINCIPAL GRADER LEASE	14,899	14,899	-
31-00-7389	INSTALLMENT NOTE-VILLAGE EQUIPMENT	-	-	-
31-00-7660	INTEREST-SERIES 1998 GO BONDS	8,152	-	8,152
31-00-7670	INTEREST-SERIES 1998A GO REFUND BN	-	-	-
31-00-7680	INTEREST-SERIES 1998B GO REFUND BN	6,598	-	6,598
31-00-7700	INTEREST-SERIES 2000A GO BONDS	12,581	-	12,581
31-00-7720	INTEREST-2001 FIRE TRUCK INSTALL N	2,883	2,883	-
31-00-7730	INTEREST-SERIES 2003 DEBT CERTS	169,380	169,380	-
31-00-7740	INTEREST-SERIES 2004 DEBT CERTS	38,050	38,050	-
31-00-7750	INTEREST-SERIES 2004A REFUND BONDS	10,725	-	10,725
31-00-7760	INTEREST-SERIES 2004B REFUND BONDS	2,890	-	2,890
31-00-7770	INTEREST -SERIES 2006B GO BONDS	164,206	-	164,206
31-00-7781	INTEREST - SQUAD CAR PURCHASE	5,530	5,530	-
31-00-7785	INTEREST AERIAL TRUCK - 2007	20,499	20,499	-
31-00-7788	INTEREST - GRADER LEASE	4,437	4,437	-
31-00-7789	INTEREST - INSTALLMENT NOTE-VILLAGE EQUIPM	-	-	-
		1,633,085	889,494	743,591

SPECIAL ASSESSMENT FUND--32

32-00-5270	LEGAL-REVIEW	-	-	-
32-00-5410	ADVERTISING & LEGAL PUBLICATION	-	-	-
32-00-5599	OTHER CONTRACTUAL	-	-	-
32-00-7400	SPECIAL ASSESSMENT PRINCIPAL-320	-	-	-
32-00-7440	SPECIAL ASSESSMENT PRINCIPAL-323	-	-	-
32-00-7450	SPECIAL ASSESSMENT PRINCIPAL-324	2,188	2,188	-
32-00-7460	SPECIAL ASSESSMENT PRINCIPAL-325	3,806	3,806	-
32-00-7470	SPECIAL ASSESSMENT PRINCIPAL-326	3,264	3,264	-
32-00-7480	SPECIAL ASSESSMENT PRINCIPAL-327	2,915	2,915	-
32-00-7490	SPECIAL ASSESSMENT PRINCIPAL-328	3,166	3,166	-
32-00-7500	SPECIAL ASSESSMENT PRINCIPAL-329	7,218	7,218	-
32-00-7503	SPECIAL ASSESSMENT PRINCIPAL-353	12,754	12,754	-
32-00-7504	SPECIAL ASSESSMENT PRINCIPAL-355	9,073	9,073	-
32-00-7505	SPECIAL ASSESSMENT PRINCIPAL-357	1,794	1,794	-
32-00-7506	SPECIAL ASSESSMENT PRINCIPAL-342	6,680	6,680	-
32-00-7507	SPECIAL ASSESSMENT PRINCIPAL-341	6,512	6,512	-
32-00-7508	SPECIAL ASSESSMENT PRINCIPAL-338	5,414	5,414	-
32-00-7509	SPECIAL ASSESSMENT PRINCIPAL-331	9,135	9,135	-
32-00-7510	SPECIAL ASSESSMENT PRINCIPAL-330	3,203	3,203	-
32-00-7511	SPECIAL ASSESSMENT PRINCIPAL-332	6,707	6,707	-
32-00-7512	SPECIAL ASSESSMENT PRINCIPAL-334	9,237	9,237	-
32-00-7513	SPECIAL ASSESSMENT PRINCIPAL-335	6,197	6,197	-
32-00-7514	SPECIAL ASSESSMENT PRINCIPAL-336	5,791	5,791	-
32-00-7515	SPECIAL ASSESSMENT PRINCIPAL-344	11,881	11,881	-
32-00-7516	SPECIAL ASSESSMENT PRINCIPAL-350	9,587	9,587	-
32-00-7517	SPECIAL ASSESSMENT PRINCIPAL-339	13,385	13,385	-
32-00-7518	SPECIAL ASSESSMENT PRINCIPAL-351	9,038	9,038	-
32-00-7519	SPECIAL ASSESSMENT PRINCIPAL-352	10,087	10,087	-
32-00-7520	SPECIAL ASSESSMENT PRINCIPAL-352	4,559	4,559	-
32-00-7521	SPECIAL ASSESSMENT PRINCIPAL-356	7,612	7,612	-
32-00-7800	SPECIAL ASSESSMENT INT 320	-	-	-
32-00-7840	SPECIAL ASSESSMENT INT 323	131	131	-
32-00-7850	SPECIAL ASSESSMENT INT 324	593	593	-
32-00-7860	SPECIAL ASSESSMENT INT 325	588	588	-
32-00-7870	SPECIAL ASSESSMENT INT 326	651	651	-
32-00-7880	SPECIAL ASSESSMENT INT 327	612	612	-
32-00-7890	SPECIAL ASSESSMENT INT 328	374	374	-
32-00-7900	SPECIAL ASSESSMENT INT 329	1,435	1,435	-
32-00-7902	SPECIAL ASSESSMENT INT 353	6,887	6,887	-
32-00-7903	SPECIAL ASSESSMENT INT 355	4,899	4,899	-
32-00-7904	SPECIAL ASSESSMENT INT 357	969	969	-
32-00-7905	SPECIAL ASSESSMENT INT 344	4,990	4,990	-

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32-00-7906	SPECIAL ASSESSMENT INT 342	3,273	3,273	-
32-00-7907	SPECIAL ASSESSMENT INT 341	2,735	2,735	-
32-00-7908	SPECIAL ASSESSMENT INT 338	2,274	2,274	-
32-00-7909	SPECIAL ASSESSMENT INT 331	3,289	3,289	-
32-00-7910	SPECIAL ASSESSMENT INT 330	961	961	-
32-00-7911	SPECIAL ASSESSMENT INT 332	2,415	2,415	-
32-00-7912	SPECIAL ASSESSMENT INT 334	3,325	3,325	-
32-00-7913	SPECIAL ASSESSMENT INT 335	2,231	2,231	-
32-00-7914	SPECIAL ASSESSMENT INT 336	2,085	2,085	-
32-00-7915	SPECIAL ASSESSMENT INT 339	5,622	5,622	-
32-00-7916	SPECIAL ASSESSMENT INT 350	4,026	4,026	-
32-00-7918	SPECIAL ASSESSMENT INT 351	4,338	4,338	-
32-00-7919	SPECIAL ASSESSMENT INT 352	4,842	4,842	-
32-00-7920	SPECIAL ASSESSMENT INT 354	2,188	2,188	-
32-00-7921	SPECIAL ASSESSMENT INT 356	3,654	3,654	-
		<b>240,590</b>	<b>240,590</b>	<b>-</b>
<b><u>EQUIPMENT REPLACEMENT FUND--41</u></b>				
41-00-6570	EQUIPMENT-PUBLIC SAFETY	90,000	90,000	-
41-00-6580	EQUIPMENT-VEHICLES	500,000	500,000	-
		<b>590,000</b>	<b>590,000</b>	<b>-</b>
<b><u>INFRASTRUCURE PROJECT FUND--42</u></b>				
42-00-5240	ENGINEERING	129,000	129,000	-
42-00-5299	OTHER PROFESSIONAL SERVICES	15,000	15,000	-
		<b>144,000</b>	<b>144,000</b>	<b>-</b>
<b><u>EHLERT PARK PROJECT FUND</u></b>				
43-00-5220	CONSULTING	50,000	50,000	-
43-00-5240	ENGINEERING	-	-	-
43-00-5299	OTHER PROFESSIONAL SERVICES	125,800	125,800	-
43-00-6350	PARK CONSTRUCTION/IMPROVEMENTS	900,000	900,000	-
		<b>1,075,800</b>	<b>1,075,800</b>	<b>-</b>
<b><u>WATER AND SEWER FUND--61</u></b>				
<b>ADMINISTRATIVE DEPARTMENT--61</b>				
61-61-5020	WAGES-FULL TIME SALARIED	46,905	46,905	-
61-61-5025	WAGES-FULL TIME HOURLY	289,650	289,650	-
61-61-5040	WAGES-OVERTIME 1.5x	45,000	45,000	-
61-61-5110	EMPLOYER FICA/MEDICARE	22,400	22,400	-
61-61-5120	EMPLOYER IMRF	61,698	61,698	-
61-61-5140	INSURANCE-GROUP LIFE & AD&D	500	500	-
61-61-5150	INSURANCE-GROUP MEDICAL	60,670	60,670	-
61-61-5160	INSURANCE-GROUP DENTAL	3,102	3,102	-
61-61-5190	INSURANCE-UNEMPLOYMENT COMPENSATION	1,000	1,000	-
61-61-5230	DATA PROCESSING	-	-	-
61-61-5270	LEGAL-REVIEW	-	-	-
61-61-5320	R & M-DATA PROCESSING EQUIPMENT	500	500	-
61-61-5410	ADVERTISING & LEGAL PUBLICATION	500	500	-
61-61-5520	LIABILITY INSURANCE	112,660	112,660	-
61-61-5540	PRINTING AND COPYING SERVICES	3,000	3,000	-
61-61-5590	TRAINING	1,000	1,000	-
61-61-5599	OTHER CONTRACTUAL	250	250	-
61-61-5670	OFFICE SUPPLIES	200	200	-
61-61-5680	POSTAGE	5,382	5,382	-
61-61-7110	PAYING AGENT FEES	1,500	1,500	-
61-61-7370	PRINCIPAL SERIES 2006A BONDS	135,000	-	135,000
61-61-7383	PRINCIPAL SERIES 2009 GO BONDS	180,000	-	180,000
61-61-7740	INTEREST SERIES 2006 A BONDS	119,418	-	119,418
61-61-7783	INTEREST SERIES 2009 GO BONDS	57,305	-	57,305
		<b>1,147,640</b>	<b>655,917</b>	<b>491,723</b>
<b><u>WATER AND SEWER FUND--61</u></b>				
<b>COST OF WATER SALES--62</b>				
61-62-5025	WAGES-FULL TIME HOURLY	-	-	-
61-62-5110	EMPLOYER FICA/MEDICARE	-	-	-
61-62-5120	EMPLOYER IMRF	-	-	-
61-62-5140	INSURANCE-GROUP LIFE & AD&D	62	62	-

Village of Brookfield, IL  
 Tax Levy Ordinance  
 2011

11/21/2011

Account Number	Fund/Department/Account	Amount Appropriated	Amount to be Raised by Other Sources	Amount to be Raised by Property Taxes
61-62-5150	INSURANCE-GROUP MEDICAL	15,671	15,671	-
61-62-5160	INSURANCE-GROUP DENTAL	1,141	1,141	-
61-62-5190	INSURANCE-UNEMPLOYMENT COMPENSATION	-	-	-
61-62-5240	ENGINEERING	120,000	120,000	-
61-62-5305	R & M-BUILDING	5,000	5,000	-
61-62-5380	R & M - VEHICLES	2,000	2,000	-
61-62-5390	R & M-WATER SYSTEM EQUIPMENT	22,300	22,300	-
61-62-5441	WATER UTILITY TAXES	169,882	169,882	-
61-62-5399	R & M - OTHER EQUIPMENT	1,000	1,000	-
61-62-5460	EQUIPMENT RENTAL	1,000	1,000	-
61-62-5490	INTERGOVERNMENTAL FEES AND DUES	6,000	6,000	-
61-62-5515	LAUNDRY SERVICES	1,000	1,000	-
61-62-5550	PROFESSIONAL ASSOCIATIONS	350	350	-
61-62-5560	PURCHASED PROGRAM SERVICES	10,000	10,000	-
61-62-5590	TRAINING	1,000	1,000	-
61-62-5595	UTILITIES LOCATION SERVICES	1,500	1,500	-
61-62-5650	FUEL	25,000	25,000	-
61-62-5655	LANDSCAPE AND PLANTING SUPPLIES	5,000	5,000	-
61-62-5660	LUBRICANT & FLUIDS	2,500	2,500	-
61-62-5690	PROGRAM SUPPLIES	2,000	2,000	-
61-62-5700	PROTECTIVE CLOTHING AND EQUIPMENT	500	500	-
61-62-5710	SERVICE & REPAIR PARTS	5,000	5,000	-
61-62-5715	SMALL TOOLS	350	350	-
61-62-5730	STREET MATERIALS-AGGREGATE	7,000	7,000	-
61-62-5735	STREET MATERIALS-BITUMINUM	10,000	10,000	-
61-62-5740	STREET MATERIALS-MANHOLES/STRUCT	1,000	1,000	-
61-62-5765	UNIFORMS	-	-	-
61-62-5780	WATER PURCHASES	2,156,193	2,156,193	-
61-62-5785	WATER SYSTEM SUPPLIES	15,000	15,000	-
61-62-5790	WATER SYTEM REPAIR PARTS	4,000	4,000	-
61-62-5799	OTHER MATERIALS & SUPPLIES	500	500	-
61-62-6450	WATER SYSTEM CONSTRUCTION/IMPROVE	50,000	50,000	-
		<u>2,641,949</u>	<u>2,641,949</u>	-
<b>WATER AND SEWER FUND--61</b>				
<b>COST OF SALES-SEWER--63</b>				
	<u>CONTRACTUAL SERVICES</u>			
61-63-5500	ISP'S & DATA SERVICES	-	-	-
61-63-6450	WATER SYSTEM CONSTRUCTION/IMPROVE	20,000	20,000	-
		<u>20,000</u>	<u>20,000</u>	-
<b>GARBAGE FUND--62</b>				
62-61-5020	WAGES-FULL TIME SALARIED	46,906	46,906	-
62-61-5025	WAGES-FULL TIME HOURLY	23,279	23,279	-
62-61-5110	EMPLOYER FICA/MEDICARE	1,852	1,852	-
62-61-5120	EMPLOYER IMRF	11,349	11,349	-
62-61-5140	INSURANCE-GROUP LIFE & AD&D	125	125	-
62-61-5150	INSURANCE-GROUP MEDICAL	9,402	9,402	-
62-61-5160	INSURANCE-GROUP DENTAL	818	818	-
62-61-5190	INSURANCE-UNEMPLOYMENT COMPENSATION	200	200	-
62-61-5480	GARBAGE AND RECYCLING	1,720,929	1,720,929	-
62-61-5520	LIABILITY INSURANCE	38,324	38,324	-
		<u>1,853,184</u>	<u>1,853,184</u>	-
<b>POLICE PENSION FUND--81</b>				
81-00-5080	PENSION-REGULAR	1,304,668	1,304,668	-
81-00-5085	PENSION-SPOUSE/DEPENDENT	12,000	12,000	-
81-00-5095	PENSION-REFUNDS	35,939	35,939	-
81-00-5220	CONSULTING	45,000	45,000	-
81-00-5270	LEGAL-REVIEW	5,000	5,000	-
81-00-5299	OTHER PROFESSIONAL SERVICES	-	-	-
81-00-5490	INTERGOVERNMENTAL FEES AND DUES	2,800	2,800	-
81-00-5550	PROFESSIONAL ASSOCIATIONS	1,500	1,500	-
		<u>1,406,907</u>	<u>1,406,907</u>	-
<b>FIREFIGHTER'S PENSION FUND--81</b>				
82-00-5080	PENSION-REGULAR	497,735	497,735	-
82-00-5085	PENSION-SPOUSE/DEPENDENT	91,224	91,224	-

Village of Brookfield, IL  
Tax Levy Ordinance

2011	Account Number	Fund/Department/Account	Amount Appropriated	Amount to be Raised by Other Sources	Amount to be Raised by Property Taxes
	82-00-5090	PENSION-DISABILITY	86,439	86,439	-
	82-00-5090	PENSION-REFUNDS	-	-	-
	82-00-5220	CONSULTING	38,582	38,582	-
	82-00-5270	LEGAL-REVIEW	4,000	4,000	-
	82-00-5299	OTHER PROFESSIONAL SERVICES	29,870	29,870	-
	82-00-5490	INTERGOVERNMENTAL FEES AND DUES	1,725	1,725	-
	82-00-5550	PROFESSIONAL ASSOCIATIONS	100	100	-
	82-00-5590	TRAINING	200	200	-
	82-00-5599	OTHER CONTRACTUAL	100	100	-
	82-00-5810	CONFERENCE AND MEETING REGISTRATION	300	300	-
	82-00-5820	LOCAL MILEAGE, PARKING & TOLLS	150	150	-
			750,425	750,425	-

Village of Brookfield, IL  
Tax Levy Ordinance  
2011

Account Number	Fund/Department/Account	Amount Appropriated	Amount to be Raised by Other Sources	Amount to be Raised by Property Taxes
<b>SUMMARY APPROPRIATIONS</b>				
	General Fund -- 01	13,942,634	5,991,767	7,950,867
	Motor Fuel Tax Fund -- 11	-	-	-
	Ogden Ave. TIF Fund --15	28,500	28,500	-
	Hotel/Motel Tax Fund -- 16	-	-	-
	Debt Service Funds -- 31	1,633,085	889,494	743,591
	Special Assessment Fund -- 32	240,590	240,590	-
	Equipment Replacement Fund--41	590,000	590,000	-
	Infrastructure Project Fund--42	144,000	144,000	-
	Ehlert Park Project Fund--43	1,075,800	1,075,800	-
	Water & Sewer Fund--61	3,809,589	3,317,866	491,723
	Garbage Fund--62	1,853,184	1,853,184	-
	Police Pension Fund--81	1,406,907	1,406,907	-
	Firefighters' Pension--82	750,425	750,425	-
	<b>TOTAL VILLAGE FUNDS</b>	<b>25,474,714</b>	<b>16,288,533</b>	<b>9,186,181</b>
<b>LIBRARY</b>				
	Personnel, Other	5,000	-	5,000
	Salaries, Operating	500,000	-	500,000
	Salaries, Part Time	205,000	-	205,000
	Medical & Dental Insurance	130,000	-	130,000
	Illinois Unemployment Ins.	4,200	-	4,200
	Payroll Expenses	5,000	-	5,000
	Books	115,000	-	115,000
	Periodicals	23,000	-	23,000
	Audiovisual Materials - Other	47,000	-	47,000
	Electronic Databases	79,000	4,000	75,000
	Book Binding	-	-	-
	Services, other	-	-	-
	Professional Associations	4,000	-	4,000
	Co-Worker Services	10,000	-	10,000
	Continuing Education - Other	27,500	-	27,500
	Professional Services	38,000	-	38,000
	Insurance-General	25,000	-	25,000
	Maintenance-Office Equip.	100,000	-	100,000
	Printing and Publications	19,000	-	19,000
	Telephone	15,000	-	15,000
	Office Supplies	16,000	-	16,000
	Technical Service Equipment	2,000	-	2,000
	Technical Services Supplies	9,000	-	9,000
	Technical Services Processing	5,000	-	5,000
	Circulation Services Supplies	5,000	-	5,000
	Postage	12,000	-	12,000
	Programming	28,000	-	28,000
	Public Relations	7,000	-	7,000
	Gifts Given	1,500	-	1,500
	Contingency	25,000	-	25,000
	Capital Expenses, other	275,000	80,000	195,000
	Other Capital Projects	200,000	(50,000)	250,000
	Grant Funds	100,000	100,000	-
	Debt Service	-	-	-
	<b>Total Library Fund</b>	<b>2,037,200</b>	<b>134,000</b>	<b>1,903,200</b>
<b>Library IMRF Fund</b>				
	IMRF	90,000	-	90,000
	<b>Total Library IMRF Fund</b>	<b>90,000</b>	<b>-</b>	<b>90,000</b>
<b>Library Social Security Fund</b>				
	FICA	55,000	-	55,000
	<b>Total Library Social Security Fund</b>	<b>55,000</b>	<b>-</b>	<b>55,000</b>
<b>Library Site and Building Maintenance Fund</b>				

Village of Brookfield, IL  
 Tax Levy Ordinance  
 2011

11/21/2011

Account Number	Fund/Department/Account	Amount Appropriated	Amount to be Raised by Other Sources	Amount to be Raised by Property Taxes
	Computers - Other	26,000	-	26,000
	Photocopiers	10,000	-	10,000
	Maintenance-Building	50,000	-	50,000
	Capital Improvement	9,000	-	9,000
	<b>Total Library Site and Building Maintenance Fund</b>	<b>95,000</b>	<b>-</b>	<b>95,000</b>
	<b>Library Special Reserve Fund</b>			
	Capital Expenditures	450,000	450,000	-
	<b>Total Library Special Reserve Fund</b>	<b>450,000</b>	<b>450,000</b>	<b>-</b>
	<b>TOTAL ALL LIBRARY FUNDS</b>	<b>2,727,200</b>	<b>584,000</b>	<b>2,143,200</b>
	<b>TOTAL LIBRARY AND VILLAGE</b>	<b>28,201,914</b>	<b>16,872,533</b>	<b>11,329,381</b>

**Section 4. Filing of Ordinance.**

The Village Clerk be and is hereby authorized and directed to file a certified copy of this ordinance in the office of the Clerk of Cook County, Illinois on or before the last Tuesday in December, as required by law.

**Section 5. Severability.**

Each amount levied by this ordinance is hereby declared to be independent and, notwithstanding any other evidence of legislative intent, it is hereby declared to be the controlling legislative intent that if any provisions of this ordinance, or the application thereof to any person or circumstance is held to be invalid, the remaining amounts levied or provisions thereof and the application of such levies and provisions to any person or circumstances other than those to which it is held invalid, shall not be affected thereby, and it is hereby declared that such levies and provisions would have been passed independently of such levy or provision so known to be invalid.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**Section 6. Effective Date.**

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

**ADOPTED** this 12<sup>TH</sup> day of December 2011, pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me this 12<sup>TH</sup> day of December 2011.

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

ATTESTED and filed in my office,  
and published in pamphlet form  
this 12<sup>th</sup> day of December 2011.

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

**ORDINANCE NO. 2011 - 73**

**AN ORDINANCE FOR THE LEVY AND  
ASSESSMENT OF TAXES FOR THE FISCAL YEAR  
BEGINNING JANUARY 1, 2011, AND  
ENDING DECEMBER 31, 2011, IN AND FOR  
THE VILLAGE OF BROOKFIELD  
SPECIAL SERVICE AREA NUMBER FOUR**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 12<sup>th</sup> DAY OF DECEMBER 2011**

Published in pamphlet form by  
Authority of the Corporate  
Authorities of the Village of  
Brookfield, Illinois, this  
12<sup>th</sup> day of December 2011

ORDINANCE NO. 2011 - 73

AN ORDINANCE FOR THE LEVY AND  
ASSESSMENT OF TAXES FOR THE FISCAL YEAR  
BEGINNING JANUARY 1, 2011, AND  
ENDING DECEMBER 31, 2011, IN AND FOR  
THE VILLAGE OF BROOKFIELD  
SPECIAL SERVICE AREA NUMBER FOUR

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

**Section 1: Findings.**

The Village of Brookfield Special Service Area Number Four has been created by Ordinance Number 93-24 entitled:

“AN ORDINANCE ESTABLISHING THE VILLAGE OF BROOKFIELD SPECIAL SERVICE AREA NUMBER FOUR FOR STREET AND STORM SEWER IMPROVEMENTS IN THE SOUTH END IMPROVEMENT AREA OF THE VILLAGE AND PROVIDING FOR THE ISSUANCE OF UNLIMITED AD VALOREM PROPERTY TAX BONDS IN CONNECTION THEREWITH”

adopted June 28, 1993, and effective as of June 29, 1993 (the “Bond Ordinance”), no valid petition having been filed opposing the creation of Special Service Area, pursuant to Chapter 35, Illinois Compiled Statutes, Sec. 200/27-55. Said Special Service Area Number Four consists of the territory described in the Ordinance aforesaid. The Village of Brookfield is now authorized to levy taxes for special service in said Special Service Area.

**Section 2:** The Bond Ordinance requires that the tax levy to be levied in 2011 and collected in 2012 in Special Service Area Number Four is ascertained to be the sum of \$170,610.00.

**Section 3:** The following sums be, and the same hereby are levied upon the taxable real property, as defined in the Revenue Act of 1939, in the Village of Brookfield Special Service Area Number Four, said tax to be levied for the fiscal year beginning January 1, 2011, and ending December 31, 2011:

PRINCIPAL AND INTEREST

ITEM	AMOUNT APPROPRIATED	AMOUNT LEVIED
Principal and interest on Bonds obtained to finance cost of construction of street and storm sewer improvements.	\$170,610.00	\$170,610.00
	_____	_____
<b>TOTAL</b>	<b><u>\$170,610.00</u></b>	<b><u>\$170,610.00</u></b>

**Section 4:** This tax is levied pursuant to Article VII, Section 6A and 6L of the Constitution of the State of Illinois and Chapter 35, Illinois Compiled Statutes, Sec. 200/27-5, *et seq.* and pursuant to and Ordinance Establishing the Village of Brookfield Special Service Area Number Four.

**Section 5:** There is hereby certified to the County Clerk of Cook County, Illinois the sum aforesaid, constituting said total amount and the said total amount of \$170,610.00 which said total amount the said Village of Brookfield Special Service Area Number Four requires to be raised by taxation for the current fiscal year of said Village, and the Village Clerk of said Village is hereby ordered and directed to file with the County Clerk of said County on or before the time required by law, a certified copy of this Ordinance.

**Section 6:** This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

**ADOPTED** this 12<sup>th</sup> day of December 2011, pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me this 12<sup>th</sup> day of December 2011.

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

**ATTESTED** this 12<sup>th</sup> day of December 2011

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

**ORDINANCE NO. 2011 74**

**AN ORDINANCE FOR THE LEVY AND  
ASSESSMENT OF TAXES FOR THE FISCAL YEAR  
BEGINNING JANUARY 1, 2011, AND  
ENDING DECEMBER 31, 2011, IN AND FOR  
THE VILLAGE OF BROOKFIELD  
SPECIAL SERVICE AREA NUMBER SIX**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 12<sup>th</sup> DAY OF DECEMBER 2011**

Published in pamphlet form by  
Authority of the Corporate  
Authorities of the Village of  
Brookfield, Illinois, this  
12<sup>th</sup> day of December 2011

**ORDINANCE NO. 2011-74**

**AN ORDINANCE FOR THE LEVY AND  
ASSESSMENT OF TAXES FOR THE FISCAL YEAR  
BEGINNING JANUARY 1, 2011, AND  
ENDING DECEMBER 31, 2011, IN AND FOR  
THE VILLAGE OF BROOKFIELD  
SPECIAL SERVICE AREA NUMBER SIX**

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

**Section 1: Findings.**

The Village of Brookfield Special Service Area Number Six has been created by Ordinance Number 98-32 entitled:

**“AN ORDINANCE ESTABLISHING THE VILLAGE OF BROOKFIELD SPECIAL SERVICE AREA NUMBER SIX FOR STREET AND STORM SEWER IMPROVEMENTS IN THE LINCOLN SCHOOL IMPROVEMENT AREA OF THE VILLAGE AND PROVIDING FOR THE ISSUANCE OF UNLIMITED AD VALOREM PROPERTY TAX BONDS IN CONNECTION THEREWITH”**

adopted June 22, 1998, and effective as of June 23, 1998, no valid petition having been filed opposing the creation of Special Service Area, pursuant to Chapter 35, Illinois Compiled Statutes, Sec. 200/27-55. Said Special Service Area Number Six consists of the territory described in the Ordinance aforesaid. The Village of Brookfield is now authorized to levy taxes for special service in said Special Service Area.

**Section 2:** The total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Six is ascertained to be the sum of \$27,183.00

**Section 3:** The following sums be, and the same hereby are levied upon the taxable real property, as defined in the Revenue Act of 1939, in the Village of Brookfield Special Service Area Number Six, said tax to be levied for the fiscal year beginning January 1, 2011, and ending December 31, 2011:

PRINCIPAL AND INTEREST

ITEM	AMOUNT APPROPRIATED	AMOUNT LEVIED
Principal and interest on Bonds obtained to finance cost of construction of street and storm sewer improvements.	\$27,183.00	\$27,183.00
	_____	_____
<b>TOTAL</b>	<b><u>\$27,183.00</u></b>	<b><u>\$27,183.00</u></b>

**Section 4:** This tax is levied pursuant to Article VII, Section 6A and 6L of the Constitution of the State of Illinois and Chapter 35, Illinois Compiled Statutes, Sec. 200/27-5, *et seq.* and pursuant to and Ordinance Establishing the Village of Brookfield Special Service Area Number Six.

**Section 5:** There is hereby certified to the County Clerk of Cook County, Illinois the sum aforesaid, constituting said total amount and the said total amount of \$27,183.00 which said total amount the said Village of Brookfield Special Service Area Number Six requires to be raised by taxation for the current fiscal year of said Village, and the Village Clerk of said Village is hereby ordered and directed to file with the County Clerk of said County on or before the time required by law, a certified copy of this Ordinance.

**Section 6:** This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

**ADOPTED** this 12<sup>th</sup> day of December 2011, pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me this 12<sup>th</sup> day of December 2011.

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

**ATTESTED** this 12<sup>th</sup> day of December 2011.

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

**ORDINANCE NO. 2011 - 75**

**AN ORDINANCE FOR THE LEVY AND  
ASSESSMENT OF TAXES FOR THE FISCAL YEAR  
BEGINNING JANUARY 1, 2011, AND  
ENDING DECEMBER 31, 2011, IN AND FOR  
THE VILLAGE OF BROOKFIELD  
SPECIAL SERVICE AREA NUMBER SEVEN**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 12<sup>th</sup> DAY OF DECEMBER 2011**

Published in pamphlet form by  
Authority of the Corporate  
Authorities of the Village of  
Brookfield, Illinois, this  
12<sup>th</sup> day of December 2011

**ORDINANCE NO. 2011- 75**

**AN ORDINANCE FOR THE LEVY AND  
ASSESSMENT OF TAXES FOR THE FISCAL YEAR  
BEGINNING JANUARY 1, 2011, AND  
ENDING DECEMBER 31, 2011, IN AND FOR  
THE VILLAGE OF BROOKFIELD  
SPECIAL SERVICE AREA NUMBER SEVEN**

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

**Section 1: Findings.**

The Village of Brookfield Special Service Area Number Seven has been created by Ordinance Number 00-50 entitled:

“AN ORDINANCE ESTABLISHING THE VILLAGE OF BROOKFIELD SPECIAL SERVICE AREA NUMBER SEVEN FOR STREET AND STORM SEWER IMPROVEMENTS IN THE 3400 BLOCKS OF VERNON, SUNNYSIDE, PARK AND OAK AVENUES IMPROVEMENT AREAS OF THE VILLAGE OF BROOKFIELD AND PROVIDING FOR THE ISSUANCE OF UNLIMITED AD VALOREM PROPERTY TAX BONDS IN CONNECTION THEREWITH”

adopted August 14, 2000, and effective as of August 15, 2000, no valid petition having been filed opposing the creation of Special Service Area, pursuant to Chapter 35, Illinois Compiled Statutes, Sec. 200/27-55. Said Special Service Area Number Seven consists of the territory described in the Ordinance aforesaid. The Village of Brookfield is now authorized to levy taxes for special service in said Special Service Area.

**Section 2:** The total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Seven is ascertained to be the sum of \$31,020.00.

**Section 3:** The following sums be, and the same hereby are levied upon the taxable real property, as defined in the Revenue Act of 1939, in the Village of Brookfield Special Service Area Number Seven, said tax to be levied for the fiscal year beginning January 1, 2011, and ending December 31, 2011:

PRINCIPAL AND INTEREST

ITEM	AMOUNT APPROPRIATED	AMOUNT LEVIED
Principal and interest on Bonds obtained to finance cost of construction of street and storm sewer improvements.	\$31,020.00	\$31,020.00
	_____	_____
<b>TOTAL</b>	<b><u>\$31,020.00</u></b>	<b><u>\$31,020.00</u></b>

**Section 4:** This tax is levied pursuant to Article VII, Section 6A and 6L of the Constitution of the State of Illinois and Chapter 35, Illinois Compiled Statutes, Sec. 200/27-5, *et seq.* and pursuant to and Ordinance Establishing the Village of Brookfield Special Service Area Number Seven.

**Section 5:** There is hereby certified to the County Clerk of Cook County, Illinois, the sum aforesaid, constituting said total amount and the said total amount of \$31,020.00 which said total amount the said Village of Brookfield Special Service Area Number Seven requires to be raised by taxation for the current fiscal year of said Village, and the Village Clerk of said Village is hereby ordered and directed to file with the County Clerk of said County on or before the time required by law, a certified copy of this Ordinance.

**Section 6:** This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

**ADOPTED** this 12<sup>th</sup> day of December 2011, pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me this 12<sup>th</sup> day of December 2011.

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

**ATTESTED** this 12<sup>th</sup> day of December 2011.

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

**RESOLUTION NO. R – 2011 - 863**

**A RESOLUTION DIRECTING THE COUNTY CLERK TO CALCULATE  
SEPARATE LIMITING RATES FOR THE 2011 TAX YEAR  
OF THE VILLAGE OF BROOKFIELD, ILLINOIS**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 12<sup>th</sup> DAY OF DECEMBER 2011**

**RESOLUTION NO. R – 2011-863**

**A RESOLUTION DIRECTING THE COUNTY CLERK TO CALCULATE SEPARATE  
LIMITING RATES FOR THE 2011 TAX YEAR OF THE  
VILLAGE OF BROOKFIELD, ILLINOIS**

**WHEREAS**, pursuant to section 18-195 of the Property Tax Extension Limitation Law, (*35 ILCS 200/18-185 et seq.*) the corporate authorities may request the county clerk to calculate separate limiting rates for the public library funds and the aggregate of the village funds.

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

**Section 1. Direction to the County Clerk to Calculate Separate Limiting Rates.**

The corporate authorities of the Village of Brookfield, Illinois, do hereby direct the Cook County Clerk to calculate separate limiting rates for the public library funds and the aggregate of the other village funds for the purposes of the Property Tax Extension Limitation Law, (*35 ILCS 200/18-185 et seq.*) for the 2009 Village of Brookfield tax levy.

**Section 2. Direction to File Resolution with County Clerk.**

The Village Manager be and is hereby authorized and directed to cause a certified copy of this resolution to be filed with the Tax Extension Division of the Cook County Clerk's office.

**Section 3. Effective Date.**

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

**ADOPTED** this 12<sup>th</sup> day of December 2011, pursuant to a roll call vote as follows:

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

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

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

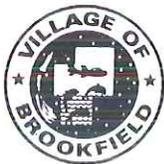
**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 12<sup>th</sup> day of December 2011.

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

ATTESTED and filed in my office,  
this 12<sup>th</sup> day of December 2011.

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

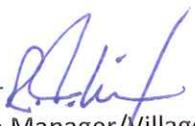


# COMMITTEE ITEM MEMO

---

**ITEM:** Fiscal Year 2012 Budget/Appropriation Discussion

**COMMITTEE DATE:** November 28, 2011

**PREPARED BY:** Riccardo F. Ginex, Village Manager   
Keith Sbiral, AICP, Assistant Village Manager/Village Treasurer   
Doug Cooper, Finance Director 

**PURPOSE:** 2012 Budget and Appropriation Discussion.

**BUDGET AMOUNT:** N/A

**BACKGROUND:**

---

The Village is nearing the end of the 2011 Fiscal Year. Staff will discuss the timeline for the 2012 budget process. As you recall the Village adopted a two-year budget policy document in 2010 for the 2011-2012 fiscal years. This is the second year of that policy document. Staff expects to close 2011 with the expected minor surplus.

Staff will make a presentation of revenue and expense issues outlined in the draft 2012 budget policy document. Specifically we will emphasize any changes from the document proposed last year. Please note that Staff is again presenting a balanced budget with modest but important capital expenditures, which have been effectively planned for over the course of the last 5 years.

It is important to note that the proposed budget is balanced and includes several major projects. Though Staff believes this budget is the result of careful fiscal planning and implementation, the budget will have to be closely watched over the course of the fiscal year to ensure we meet the goals of the budget.

The budget document will be available on Trustee Access Monday, November 19 but will not be available online until November 28, 2011 prior to the meeting.

**ATTACHMENTS:**

---

1. Draft 2012 Budget Policy Document

**STAFF RECOMMENDATION:**

---

Staff recommends the Village Board discuss potential budget/appropriation modifications prior to passing the FY 2012 Budget Policy Document in December and the 2012 Appropriation at the first meeting in January 2012.

**REQUESTED COURSE OF ACTION:**

---

Review all documentation prepared for the November 28, 2010 meeting.



# COMMITTEE ITEM MEMO

---

**ITEM:** Picnic Deposits  
**COMMITTEE DATE:** November 28, 2011 or December 12, 2011  
**PREPARED BY:** Mary Pezdek   
**PURPOSE:**  
**BUDGET AMOUNT:** none

**BACKGROUND:**

A recommendation was made by the Parks and Recreation Commission at their meeting of October 18, 2011 to raise the picnic deposits amounts for the 2012 picnic season.

The increase was recommended to allow easier collection of fees for picnics that grossly underestimate their picnic numbers.

Comparison of fees/deposits listed below.

<u>2011 Fees</u>			<u>2012 Fees Proposed</u>	
Group Size	Resident	Non Resident	Resident	Non Resident
1-50	\$30/NA	\$60/\$30	\$30/\$30	\$60/\$60
51-100	\$60/\$50	\$120/\$60	\$60/\$90	\$120/\$180
101-250	\$150/\$75	\$300/\$150	\$150/\$150	\$300/\$200
251+	\$300/\$150	\$450/\$225	\$300/\$200	\$500/\$250

It was suggested that staff would periodically visit the picnic sites to confirm picnic numbers and to check that other regulations were being followed.

**ATTACHMENTS:** NONE

**STAFF RECOMMENDATION:**

**REQUESTED COURSE OF ACTION:**

---

Request to have Village Board review changes and determine if the new fee/deposit structure should be implemented.



# COMMITTEE ITEM MEMO

---

**ITEM:** Discovery Benefits, Inc. Flexible Spending Account Agreement

**COMMITTEE DATE:** November 28, 2011

**PREPARED BY:** Michelle Robbins, PHR  
Director of Human Resources

**PURPOSE:** Enter into a One-Year Agreement with Discovery Benefits, Inc. to serve as the Village of Brookfield Flexible Spending Account Third Party Administrator

**BUDGET AMOUNT:** N/A

**BACKGROUND:**

---

Discovery Benefits, Inc. has served as the Third Party Administrator (TPA) for the Village of Brookfield's Flexible Spending Account Plan (FSA) since 2008, providing exceptional service to the Village. With the advent of the 2012 benefit year, the Village of Brookfield wishes to continue having Discovery Benefits serve as our TPA.

**ATTACHMENTS:**

- 
- A. Village of Brookfield Cafeteria Plan Document
  - B. Village of Brookfield Cafeteria Plan Summary Plan Description

**STAFF RECOMMENDATION:**

---

We recommend the board pass the resolution to enter into a one-year agreement with Discovery Benefits, Inc.

**REQUESTED COURSE OF ACTION:**

---

That the Village Board of Trustees place consideration of the Resolution approving the proposed Village of Brookfield Plan Document Agreement on the December 12, 2011 Board Meeting agenda.

RESOLUTION NO. R-2011 - 861

**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 12<sup>TH</sup> DAY OF DECEMBER 2011

RESOLUTION NO. R-2011 - 861

**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, 2012, 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, 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<sup>th</sup> day of December 2011, pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me 12<sup>th</sup> day of December 2011.

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

ATTESTED and filed in my office,  
this 12<sup>th</sup> day of December 2011.

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

**Exhibit "A"**

Village of Brookfield  
Cafeteria Plan Document

**VILLAGE OF BROOKFIELD  
CAFETERIA PLAN**

**VILLAGE OF BROOKFIELD  
CAFETERIA PLAN**

AND ALL SUPPORTING FORMS HAVE BEEN PRODUCED FOR  
VILLAGE OF BROOKFIELD

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**VILLAGE OF BROOKFIELD  
CAFETERIA PLAN**

**INTRODUCTION**

The Employer has amended this Plan effective January 1, 2012, 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, as allowed by reason of the Affordable Care Act.

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 legally married husband or wife 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**

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

## 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 and election of benefits form which the Administrator shall furnish to the Employee. The election made on such form 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 execute 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 as set forth above. The Employer's Contribution shall be made on a pro rata basis for each pay period of the Participant. If no Benefits are selected, there shall be no Employer Contribution.

### 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 V and as set forth in Section 3.1.

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 CASH BENEFIT

If a Participant does not elect any Salary Redirections, such Participant shall be deemed to have chosen the Cash Benefit as his sole Benefit Option. However, if a Participant fails to make any election of Benefit Option, then the Employer Contribution will be deemed to be waived.

#### 4.7 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 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 (SCHIP); 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.

Effective January 1, 2011, 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

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 \$3,500.

### 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.

(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 prescription drugs;
- (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.

(i) **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 Dependent Care Flexible Spending Account or Health 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 UNIFORM 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 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 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 officer. The privacy officer 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

ADOPTING RESOLUTION

The undersigned Principal of Village of Brookfield (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on \_\_\_\_\_, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended Cafeteria Plan including a Dependent Care Flexible Spending Account and Health Flexible Spending Account effective January 1, 2012, presented to this meeting is hereby approved and adopted and that the duly authorized agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

RESOLVED, that the duly authorized agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Cafeteria Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned further certifies that attached hereto as Exhibits A and B, respectively, are true copies of Village of Brookfield Cafeteria Plan as amended and restated and the Summary Plan Description approved and adopted in the foregoing resolutions.

\_\_\_\_\_  
Principal

Date: \_\_\_\_\_

**Exhibit "B"**

Village of Brookfield  
Summary Plan Description

**VILLAGE OF BROOKFIELD  
CAFETERIA PLAN**

**SUMMARY PLAN DESCRIPTION**

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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 choose to receive your entire compensation or use a portion to 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 insurance and save taxes at the same time. The Health Flexible Spending Account allows you to be reimbursed by the Employer for out-of-pocket medical, dental and/or vision expenses incurred by you and your dependents.

Drug costs, including insulin, may be reimbursed. Beginning January 1, 2011, 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 \$3,500. 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.

-- 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 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, 2012. 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  
P.O. 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. 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 65% of premiums paid for qualified health insurance, including continuation coverage. Recent changes in the law increased this assistance temporarily to 80%, and temporarily extended the period of COBRA continuation coverage for eligible individuals. 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](http://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) enrollment of the employee in 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 enrolls in the Medicare program (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 other than the covered Employee ends on the later of:

(1) 36 months after the date the covered Employee becomes enrolled in the Medicare program; 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-months 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](http://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.



# COMMITTEE ITEM MEMO

**ITEM:** FUND TRANSFERS – FY 2011 BUDGET  
**COMMITTEE DATE:** November 28, 2011  
**PREPARED BY:** Doug Cooper, Finance Director  
**PURPOSE:** Budgeted transfers per approved 2011 Budget  
**BUDGET AMOUNT:** See below.

**BACKGROUND:**

Each year, the Board grants approval to make fund transfers that are listed in the budget. For 2011 they are the following:

**VILLAGE OF BROOKFIELD  
 SCHEDULE OF BUDGET TRANSFERS**

2011 SUPPLEMENTAL APPROPRIATIONS AS OF DECEMBER 2011					
TO FUND			FROM FUND		
AMOUNT	FUND #	FUND NAME	FUND #	FUND NAME	
\$ 500,000	1	GENERAL FUND	61	WATER FUND	
\$ 514,969	31	DEBT SERVICE FUND	61	WATER FUND	
\$ 804,997	31	DEBT SERVICE FUND	1	GENERAL FUND	
\$ 85,000	41	EQUIPMENT REPLACEMENT FUND	1	GENERAL FUND	
\$ 137,000	42	INFRASTRUCTURE PROJECT FUND	1	MOTOR FUEL TAX FUND	
\$ 75,000	43	EHLERT PARK PROJECT FUND	1	GENERAL FUND	
<u>\$ 2,116,966</u>					

**ATTACHMENTS:**

N/A

**STAFF RECOMMENDATION:**

The Board approves the transfers by resolution.

**REQUESTED COURSE OF ACTION:**

The Board takes action on this request at the December 12<sup>th</sup> Board Meeting.

**ORDINANCE NO. 2011-76**

**AN ORDINANCE AUTHORIZING TRANSFERS WITHIN THE ANNUAL  
APPROPRIATION ORDINANCE FOR THE YEAR BEGINNING JANUARY 1, 2011,  
AND ENDING DECEMBER 31, 2011, FOR THE VILLAGE OF BROOKFIELD,  
COOK COUNTY, ILLINOIS**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 12<sup>th</sup> DAY OF DECEMBER 2011**

Published in pamphlet form by  
Authority of the Corporate  
Authorities of Brookfield, Illinois  
the 12<sup>th</sup> day of December 2011

**ORDINANCE NO. 2011 - 76**

**AN ORDINANCE AUTHORIZING TRANSFERS WITHIN THE ANNUAL APPROPRIATION ORDINANCE FOR THE YEAR BEGINNING JANUARY 1, 2011, AND ENDING DECEMBER 31, 2011, FOR THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS**

**WHEREAS**, on January 24<sup>th</sup> 2011, the corporate authorities of the Village of Brookfield, Cook County, Illinois (the "Village"), adopted Ordinance 2011 - 2 entitled, *An Ordinance Appropriating for All Corporate Purposes for the Village of Brookfield, Cook County, Illinois, for the Fiscal Year Beginning January 1, 2011, and Ending December 31, 2011*, pursuant to the applicable provisions of Section 8-2-9 of the Illinois Municipal Code (65 ILCS 5/8-2-9); and

**WHEREAS**, the corporate authorities of the Village have determined that it is necessary to transfer money appropriated for one corporate object or purpose to another corporate object or purpose pursuant to the applicable provisions of Section 8-2-9 of the Illinois Municipal Code (65 ILCS 5/8-2-9).

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

**Section 1. Recitals.**

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

**Section 2. Funds to be Transferred.**

The following transfers shall be and are hereby authorized to be made for the Fiscal Year beginning January 1, 2011, and Ending December 31, 2011:

**VILLAGE OF BROOKFIELD  
SCHEDULE OF BUDGET TRANSFERS**

2011 SUPPLEMENTAL APPROPRIATIONS AS OF DECEMBER 2011				
TO FUND			FROM FUND	
AMOUNT	FUND #	FUND NAME	FUND #	FUND NAME
\$ 500,000	1	GENERAL FUND	61	WATER FUND
\$ 514,969	31	DEBT SERVICE FUND	61	WATER FUND
\$ 804,997	31	DEBT SERVICE FUND	1	GENERAL FUND
\$ 85,000	41	EQUIPMENT REPLACEMENT FUND	1	GENERAL FUND
\$ 137,000	42	INFRASTRUCTURE PROJECT FUND	1	MOTOR FUEL TAX FUND
\$ 75,000	43	EHLERT PARK PROJECT FUND	1	GENERAL FUND
<u>\$ 2,116,966</u>				

**Section 3. Limitation on Transfer.**

No appropriation for any object or purpose shall by virtue of any transfer herein made be reduced below an amount sufficient to cover all obligations incurred or to be incurred against the appropriation and, to the extent that any transfer herein authorized has such effect, such transfer is reduced by an amount sufficient to avoid reducing the appropriation below an amount sufficient to cover all obligations incurred or to be incurred against the appropriation.

**Section 4. No Modification of Other Ordinances.**

Any ordinance or portion of any ordinance in conflict with the provisions of this ordinance is hereby repealed solely to the extent of such conflict.

**Section 5. Effective Date.**

This Ordinance shall be in full force and effect from and after its passage by a two-thirds (2/3) vote of the corporate authorities and approval in the manner provided by law.

**ADOPTED** this 12<sup>th</sup> day of December 2011, pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me this 12<sup>th</sup> day of December 2011.

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

ATTESTED and filed in my office,  
and published in pamphlet form  
this 12<sup>th</sup> day of December 2011.

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



## COMMITTEE ITEM MEMO

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**ITEM:** ILLINOIS GREEN INFRASTRUCTURE GRANT (IGIG) PROGRAM  
**COMMITTEE DATE:** November 28, 2011  
**PREPARED BY:** Riccardo F. Ginex ,Village Manager  
**PURPOSE:** Operation Plan Revisions and Adoption  
**BUDGET AMOUNT:** N/A

### **BACKGROUND:**

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The Illinois Environmental Protection Agency has issued a call for projects for its Illinois Green Infrastructure Grant (IGIG) program. This program provides grant funding for projects that implement green infrastructure stormwater management best management practices (BMPs).

Where possible, Brookfield has implemented green infrastructure improvements on past projects to help promote soil percolation, evapotranspiration, and filtering of precipitation. These past projects include:

**Grand Boulevard Street Improvements** – project will include installation of a bio-swale on south side of Monroe Avenue to west of Park Avenue (improvements to be constructed in 2012).

**Ehlert Park Improvements** – project included the installation of a detention pond that included plantings used to promote transpiration of the stormwater flows and filtering of pollutants.

**Stormwater Management Improvements at Village Hall (2003)** – this project included the installation of a vegetated bio-swale along the west edge of the commuter parking lot to help filter pollutants and a vortex manhole structure on the west side of the village hall building to reduce flow rates and capture sediment from the roof drains on the village hall building.

Staff has met with Hancock Engineering to discuss potential projects. The project suggested to be included in the application would include various stormwater management improvements to treat runoff from the parking lot surrounding the village hall building. The project would include the following improvements to four (4) separate areas of the parking lot.

#### **Area 1 (South side of Village Hall)**

The improvements would include installation of a permeable paver parking lot. Approximately 24" of crushed stone would be provided beneath the brick pavers. The parking lot would be able to provide storage and filtration for the 100-year storm event.

#### **Area 2 (West side of Village Hall)**

The runoff from the existing asphalt parking lot flows west into the grass area on the west side of the parking lot and then into Salt Creek. The improvements would include the installation of an infiltration

trench and appropriate plantings within the grass area on the west side of the parking lot. The approximate dimensions of the filtration trench would be 125' long x 25' wide x 5' deep. The infiltration trench would provide storage and filtration for the 100-year storm event.

**Area 3 (North side of Village Hall)**

The runoff from the existing asphalt parking lot flows north into the grass/wooded area on the north side of the parking lot and then into Salt Creek. The improvements would include the installation of curb and gutter and drainage structures along the north edge of the parking lot to capture the stormwater runoff. Storm sewer would be installed to connect the drainage structures to the existing vortex manhole structure that was installed on the west side of the Village hall building. This structure would reduce peak flow rates and capture sediment from stormwater runoff from this area of the parking lot.

**Area 4 (East side of Village Hall)**

The improvements would include installation of a permeable paver parking lot. Approximately 24" of crushed stone would be provided beneath the brick pavers. The parking lot would be able to provide storage and filtration for the 100-year storm event.

Educational signage would be installed along each section of the parking lot describing the type of Best Management Practice being utilized and the benefit to the environment.

In addition to the benefits to the environment by reducing peak flows into Salt Creek and pollutants, this project would improve the pavement on the south and east side of the building. Being located adjacent to the village hall building, these improvements would be highly visible to the public and would demonstrate that the village promotes environmentally friendly improvements.

**ATTACHMENTS:**

1. Site Map
2. Estimate of Costs

**STAFF RECOMMENDATION:**

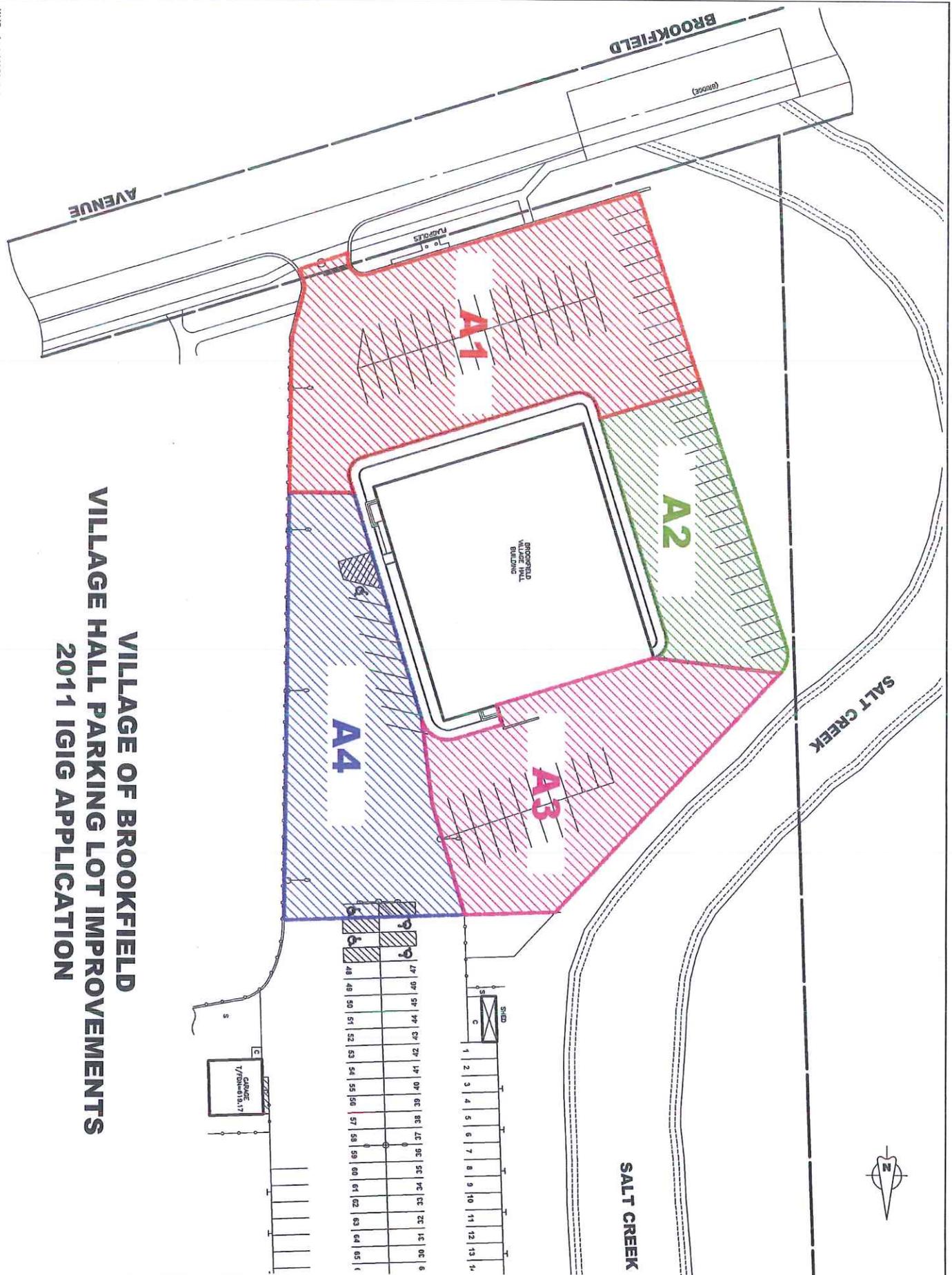
Authorize staff to work with Hancock Engineering to complete a project application and submit to the IEPA by December 15, 2011.

**REQUESTED COURSE OF ACTION:**

The Board approves the grant request by resolution at the December 12<sup>th</sup> Board meeting.

VILLAGE OF BROOKFIELD  
ILLINOIS GREEN INFRASTRUCTURE GRANT (IGIG) PROGRAM  
2011 GRANT APPLICATION  
PRELIMINARY ESTIMATE OF COSTS  
NOVEMBER 17, 2011

Area 1	\$ 270,000
Area 2	\$ 60,000
Area 3	\$ 45,000
Area 4	<u>\$ 190,000</u>
Total Construction	\$ 565,000
Engineering	<u>\$ 100,000</u>
Total Project Cost	\$ 665,000



**VILLAGE OF BROOKFIELD  
VILLAGE HALL PARKING LOT IMPROVEMENTS  
2011 IGIG APPLICATION**