



Village of Brookfield

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

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

BROOKFIELD VILLAGE BOARD MEETING AGENDA

Monday, March 28, 2016
6:30 P.M.

Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513

VILLAGE PRESIDENT
Kit P. Ketchmark

VILLAGE CLERK
Brigid Weber

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

VILLAGE MANAGER
Keith R. Sbiral

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

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY

- I. OPENING CEREMONIES: Pledge of Allegiance to the Flag
- II. Roll Call
- III. Appointments and Presentations
- IV. PUBLIC COMMENT – LIMITED TO ITEMS ON OMNIBUS AND NEW BUSINESS ON TONIGHT'S AGENDA
- V. OMNIBUS AGENDA
 - A. **Approval of Minutes:** Village Board Meeting Monday, March 14, 2016; Committee of the Whole Meeting, Monday, March 14, 2016

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

VI. REPORTS OF SPECIAL COMMITTEES

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

VII. New Business

- A. **Resolution 2016-1022** – A Resolution Authorizing the Adoption of a Cafeteria Plan for the Village of Brookfield, Illinois
- B. **Resolution 2016- 1024** – A Resolution Authorizing the Execution of An Agreement and An Amendment to the Agreement by and between the Village of Brookfield and Trugreen Commercial for Vegetation Control
- C. **Ordinance 2016-18** – An Ordinance to Approve and Authorize a Final Planned Development and Special Use Application for the Brookfield Public Library

VIII. Managers Report

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

X. New Business, continued

- A. **Resolution 2016-1023** – A Resolution to Authorize the Release of Certain Executive Session Minutes of meetings of the Board of Trustees of the Village of Brookfield, Illinois

XI. 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.

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

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

HELD ON MONDAY, MARCH 14, 2016
IN THE BROOKFIELD MUNICIPAL BUILDING

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

MEMBERS ABSENT: None

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

On Monday March 14, 2016 President Ketchmark called the Village Board of Trustees meeting to order at 6:30 P.M. and led the Pledge of Allegiance to the Flag.

APPOINTMENTS AND PRESENTATIONS

Conservation Commission – Don Parker, term to expire 2/24/2017

Motion by Trustee Oberhauser, seconded by Trustee Evans, to approve the appointment of Don Parker to the Conservation Commission with a term to expire February 24, 2017. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None. Oath of Office administered by Village Clerk Brigid Weber.

PUBLIC COMMENT

OMNIBUS AGENDA

Ordinance 2016-11 - An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class 3 Liquor Brookfield Shell

Ordinance 2016-12 - An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class 8 Liquor Licenses (VFW)

Ordinance 2016-13 - An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class S3 Liquor Licenses (VFW)

Ordinance 2016-14 - An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class 8 Liquor Licenses (Czech American Congress)

Ordinance 2016-15- An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class S3 Liquor Licenses (Czech American Congress)

Ordinance 2016-16 - An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class 8 Liquor Licenses (United Moravian Society)

Ordinance 2016-17 - An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class S3 Liquor Licenses (United Moravian Society)

Approval of Minutes: Village Board Meeting Monday, February 22, 2016; Committee of the Whole Meeting, Monday, February 22, 2016

Motion by Trustee Garvey, seconded by Trustee LeClere, to approve the Omnibus Agenda of the regular Village Board meeting of March 14, 2016. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

REPORTS OF SPECIAL COMMITTEES

Finance & Conservation – Trustee Oberhauser

Approval of Warrant dated March 14, 2016 - \$1,436,665.40

Motion by Trustee Oberhauser, seconded by Trustee Garvey, to approve the Warrant dated March 14, 2016 in the amount of \$1,436,665.40. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

Conservation Commission

Conservation Commission has a new member – Don Parker.
Maintenance workdays in the Oak Savannah and other public lands
Save Our American Raptors event scheduled for April 16, 2016
Village Website now has Esuite option for payment of water bills

Library & Parks & Recreation – Trustee Gilhooley

Parks and Recreation meeting scheduled for March 15, 2016 at 6:30 P.M.
Library on Committee of the Whole this evening
Residents advised of link brookfieldlibrary.info/lip – for information on Library's improvement plan
Parks & Recreation Enewsletter sign up

Beautification, Chamber of Commerce – Trustee Ryan

March 8th meeting Beautification Commission meeting was cancelled.
Next meeting scheduled for April 12, 2016 at 6:00 P.M. regarding Project NICE
Chamber will be purchasing banners
Chamber initiating conversation with Economic Development Department regarding way-finding signs
Easter Egg hunt scheduled for March 19, 2016 at Ehlert Park
After Hours scheduled for March 24, 2016 at Elks Lodge on 31st Street.

Administration, DPW, Public Safety – Trustee Evans

Public Safety meeting scheduled for Tuesday, March 22, 2016 at 5:30 P.M.

Planning and Zoning Commission, WCMC Solid Waste – Trustee Garvey

Library project on agenda at this evening's Committee of the Whole meeting
No WCMC Solid Waste meeting since last Village Board meeting but the Agency in conjunction with the Village of Westchester is hosting an event on April 16, 2016. Information on Brookfield website.
IEEP Website has information regarding electronic recycling locations

Special Events – Trustee LeClere

No report

⑤ Economic Development, Brookfield Zoo, WCMC, PZED – President Ketchmark

Prairie Avenue Pump Station update scheduled for discussion at the Committee of the Whole meeting scheduled for March 28, 2016.

⑤ Village Manager's Report – Keith Sbiral

Reinstatement of the 50-50 sidewalk replacement program via \$50,000.00 grant
Flood Mitigation Packets have gone out to next 25 residents on the list; 58 residents currently on the list.
Primary Election regarding referendum

NEW BUSINESS

None

ADJOURN

Motion by Trustee Garvey, seconded by Trustee Oberhauser,, to adjourn the Regular Village Board of Trustees meeting of March 14, 2016 at 6:43 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

Brigid Weber
Village Clerk
Village of Brookfield

/lls

JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A COMMITTEE OF THE WHOLE MEETING
HELD ON MONDAY MARCH 14, 2016
IN THE BROOKFIELD MUNICIPAL BUILDING

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

MEMBERS ABSENT: None

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

On Monday, March 14, 2016, President Kit Ketchmark called the Committee of the Whole meeting to order at 6:43 P.M.

Discussion Items:

Discovery Benefits, Inc. Flexible Spending Account Agreement

Discovery Benefits, Inc. has served as the Third Party Administrator (TPA) for the Village of Brookfield's Flexible Spending Account since 2008, providing exceptional service to the Village. With the advent of the 2016 benefit year, the Village of Brookfield wishes to continue having Discovery Benefits serve as our TPA. Staff recommends the Board pass the resolution to enter into a one-year agreement with Discovery Benefits, Inc.

Item to be on agenda for approval vote at the Regular Village Board meeting scheduled for March 28, 2016.

Referendum Report

2016 Trugreen Agreement

To help with the maintenance of the park properties and the common areas, the Village approves an annual contract with Trugreen Commercial for the application of fertilizer during the spring, summer, and fall months. for 2016, Staff has discussed additional work with Trugreen to help with invasive vegetation control around the baseball fields and at specific locations on the park properties. Staff recommends that the Board authorizes Staff to waive bidding and sign contract with Trugreen Commercial

Item to be on agenda for approval vote at the Regular Village Board meeting scheduled for March 28, 2016.

WSMTD Grant Application

Staff presented a proposal for a two-year series of improvements to the Village's primary Metra Station, the "Downtown" Metra station located at the intersection of the BNSF railroad right-of-way and Prairie Avenue. Proposed improvements will enable the village and its partners BNSF and Metra to achieve multiple public policy goals:

- Safety – improved pedestrian safety
- Budgetary Savings – Extending the useful life of the train station and the adjacent sidewalks/surface improvements avoids more costly repairs at a later date.
- Support of Transit-Oriented Development -Preservation of both the station and surrounding grounds results in an attractive community asset that adds value to the downtown area as a destination for commuters and visitors.

Staff recommends the Village of Brookfield Committee of the Whole review and approve the grant application for subsequent consideration by the Village Board.

PZC Case 15-07 Continued, the Brookfield Public Library

Staff recommended the Village Board review and request that the Village Attorney prepares an Ordinance with the revised language based upon the PZC recommendations.

Item to be on agenda for approval vote at the Regular Village Board meeting scheduled for March 28, 2016.

ADJOURN

Motion by Trustee Garvey, seconded by Trustee Evans to adjourn the Committee of the Whole meeting of March 14, 2016 at 7:32 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None

Brigid Weber
Village Clerk
Village of Brookfield

/lls

VILLAGE OF BROOKFIELD

CORPORATE WARRANT – 3/28/2016 FOR THE PERIOD 3/15/2016 TO 3/28/2016

TO THE TREASURER OF THE VILLAGE OF BROOKFIELD –

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

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

Corporate Warrant # 3/28/2016 in the Total Amount of \$574,233.14

President

Chairman of Finance Committee

Village Manager

Village Clerk

Corporate Warrant-03/28/2016

From Payment Date: 3/15/2016 - To Payment Date: 3/28/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19107	03/15/2016	Open			Utility Management Refund	BELCHAK, CHARLES & VERONICA	\$13.13		
19188	03/17/2016	Open			Accounts Payable	Windy City Lock & Safe Service	\$1,874.85		
	Invoice								
	10691		11/30/2015		SERVICE CALL FOR LOCK ISSUE		\$302.00		
	10687		11/30/2015		SERVICE CALL FOR TIMERS		\$78.00		
	10673		11/30/2015		SERVICE CALL TO INSTALL KEYPAD AT DPW		\$1,494.85		
19189	03/28/2016	Open			Accounts Payable	A & M Parts Inc.	\$3,129.76		
	Invoice								
	372864		03/17/2016		support		\$26.91		
	559453		03/17/2016		liftgate support		\$47.20		
	559711		03/17/2016		mercon v atf, oil cool		\$86.44		
	559678		03/17/2016		neutral safety switch		\$49.71		
	557438		03/17/2016		oil filter adapter gasket		\$6.60		
	557246		03/17/2016		valve cover gasket set		\$29.48		
	556887		03/17/2016		windshield washer pump		\$65.80		
	559242		03/17/2016		computer, core deposit, flash labor		\$635.84		
	560279		03/17/2016		core deposit		(\$400.00)		
	559829		03/17/2016		core deposit		(\$91.84)		
	559524		03/17/2016		support, liftgate support		(\$20.29)		
	558561		03/17/2016		diagnostics training		\$100.00		
	559298		03/17/2016		oil filters, etc		\$163.69		
	558562		03/17/2016		fuel filter		\$127.00		
	558986		03/17/2016		recycler drain pan		\$14.68		
	559087		03/17/2016		gas cap		\$10.49		
	556792		03/17/2016		Ford truck 2007 transmission		\$2,167.45		
	558230		03/17/2016		fuel, gloves, antifreeze		\$110.60		
19190	03/28/2016	Open			Accounts Payable	A. Block Marketing, Inc.	\$50.00		
	Invoice								
	00065658		03/17/2016		tipping fee		\$50.00		
19191	03/28/2016	Open			Accounts Payable	Adventist Hinsdale Hospital	\$1,495.00		
	Invoice								
	SALAVA021916		03/17/2016		STRESS TEST		\$1,495.00		
19192	03/28/2016	Open			Accounts Payable	Airgas USA, LLC	\$1,056.02		
	Invoice								
	9500318302		03/17/2016		medical oxygen		\$664.70		
	9934407156		03/17/2016		welding gases		\$212.06		
	9048614967		03/17/2016		propane		\$179.26		
19193	03/28/2016	Open			Accounts Payable	All Seasons Uniforms	\$984.75		
	Invoice								
	qt00000225		03/17/2016		fire uniforms		\$984.75		
19194	03/28/2016	Open			Accounts Payable	Aramark Refreshment Services	\$195.19		
	Invoice								
	9100140		03/17/2016		coffee		\$105.19		
	488466		03/17/2016		innowave chiller lease		\$90.00		

Corporate Warrant-03/28/2016

From Payment Date: 3/15/2016 - To Payment Date: 3/28/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19195	03/28/2016	Open			Accounts Payable	AT&T	\$4,827.33		
	Invoice								
	2016-00000191		03/17/2016	Description					
				708-485-6045 626 7					Amount
	2016-00000192		03/17/2016	708-Z14-0030 532 9					\$328.58
	2016-00000193		03/17/2016	708-Z14-0033 533 4					\$336.13
	2016-00000194		03/17/2016	708-Z14-0045 566 0					\$2,290.49
	2016-00000195		03/17/2016	708-Z14-0019 530 8					\$336.13
	2016-00000215		03/17/2016	708-R07-0065 123 6					\$1,199.87
19196	03/28/2016	Open			Accounts Payable	AT&T Long Distance	\$5.48		
	Invoice								
	2016-00000196		03/17/2016	Description					Amount
				long distance					\$5.48
19197	03/28/2016	Open			Accounts Payable	B & F Construction Code Services, Inc.	\$453.60		
	Invoice								
	43541		03/17/2016	Description					Amount
				inspections					\$253.60
	43537		03/17/2016	sprinkler system review					\$200.00
19198	03/28/2016	Open			Accounts Payable	Bluder's Tree Service	\$2,400.00		
	Invoice								
	3901		03/17/2016	Description					Amount
				remove 3 dead ash trees					\$2,400.00
19199	03/28/2016	Open			Accounts Payable	Brookfield True Value Hardware	\$47.95		
	Invoice								
	89173		03/17/2016	Description					Amount
				cover					\$0.62
	89187		03/17/2016	box screws					\$3.59
	89191		03/17/2016	mud					\$6.74
	89204		03/17/2016	butane, batteries					\$16.77
	89151		03/17/2016	batteries					\$10.99
	89172		03/17/2016	dishwasher rinse					\$4.04
	89193		03/17/2016	flag hooks					\$5.20
19200	03/28/2016	Open			Accounts Payable	Call One	\$14,090.03		
	Invoice								
	031516		03/17/2016	Description					Amount
				Acct #1204854-1110295					\$14,090.03
19201	03/28/2016	Open			Accounts Payable	Case Lots, Inc.	\$187.70		
	Invoice								
	011663		03/17/2016	Description					Amount
				TOILET PAPER, PAPER TOWELS					\$187.70
19202	03/28/2016	Open			Accounts Payable	Chicago Badge & Insignia Co.	\$248.80		
	Invoice								
	14093		03/17/2016	Description					Amount
				BADGES					\$248.80
19203	03/28/2016	Open			Accounts Payable	Christopher Mark Flowers	\$275.00		
	Invoice								
	497571		03/17/2016	Description					Amount
				Funeral arrangements - Robert Lenzi, Kevin Close					\$275.00
19204	03/28/2016	Open			Accounts Payable	Comcast	\$487.07		
	Invoice								
	2016-00000197		03/17/2016	Description					Amount
				8771 20 167 0009616 - cable at VH					\$10.55
	2016-00000198		03/17/2016	8771 20 167 0016389 - cable at DPW					\$17.97
	2016-00000199		03/17/2016	8771 20 167 0165665 - internet at FD					\$308.70
	2016-00000200		03/17/2016	internet @ VH					\$149.85

Corporate Warrant-03/28/2016

From Payment Date: 3/15/2016 - To Payment Date: 3/28/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Description	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19205	03/28/2016	Open				Accounts Payable	ComEd	\$1,257.86		
	Invoice									
	2016-00000201		03/17/2016		0134327003 - Dusk to Dawn				\$816.11	
	2016-00000202		03/17/2016		2427077087 - svc @ 4315 Park Concession Stand				\$261.08	
	2016-00000213		03/17/2016		2083099089 - svc @ 8501 Brookfield				\$149.96	
	2016-00000214		03/17/2016		0683030051 - svc @ 8652 Southview				\$30.71	
19206	03/28/2016	Open				Accounts Payable	Cook County Dept of Public Health	\$4,400.00		
	Invoice									
	OCT-DEC2015		03/17/2016		INSPECTIONS FOR HEALTH DEPT				\$4,400.00	
19207	03/28/2016	Open				Accounts Payable	De Lage Landen Public Finance	\$575.25		
	Invoice									
	2016-00000212		03/17/2016		copiers				\$575.25	
19208	03/28/2016	Open				Accounts Payable	Dynamex, Inc.	\$32.98		
	Invoice									
	1934705		03/17/2016		DELIVERY SERVICE				\$32.98	
19209	03/28/2016	Open				Accounts Payable	Emrik	\$62.50		
	Invoice									
	023067		03/17/2016		HOME HD FLOW		Factory Motor Parts		\$62.50	
19210	03/28/2016	Open				Accounts Payable	Fire Service, Inc.	\$88.91		
	Invoice									
	50-Y03047		03/17/2016		88865249 C700 R120				\$88.91	
19211	03/28/2016	Open				Accounts Payable	Fire Service, Inc.	\$77.32		
	Invoice									
	11163		03/17/2016		reflector/bulb assy				\$77.32	
19212	03/28/2016	Open				Accounts Payable	Foster's Truck Repair	\$120.00		
	Invoice									
	31611		03/17/2016		PARTS				\$30.00	
	31555		03/17/2016		PARTS				\$90.00	
19213	03/28/2016	Open				Accounts Payable	GMF Contractors	\$57.00		
	Invoice									
	50279		03/17/2016		ROLL TRIMMER LINE				\$57.00	
19214	03/28/2016	Open				Accounts Payable	Groot Industries, Inc.	\$97,752.37		
	Invoice									
	13932356		03/17/2016		residential garbage svc				\$97,752.37	
19215	03/28/2016	Open				Accounts Payable	Groot Industries, Inc.	\$23,198.59		
	Invoice									
	13932357		03/17/2016		yard waste				\$23,198.59	
19216	03/28/2016	Open				Accounts Payable	Hancock Engineering	\$36,594.70		
	Invoice									
	15-0749		03/17/2016		safe routes to school - phase 3				\$1,621.17	
	15-0598		03/17/2016		safe routes to school phase 3				\$4,702.03	
	15-0636		03/17/2016		safe routes to school				\$1,500.00	
	15-0579		03/17/2016		2015 Capital Improvement Program				\$4,295.00	
	15-0685		03/17/2016		2015 Capital Improvement Program				\$2,375.00	
	15-0761		03/17/2016		2015 Capital Improvement Program				\$5,145.00	
	15-0765		03/17/2016		combined sewer overflow program compliance				\$240.00	

Corporate Warrant-03/28/2016

From Payment Date: 3/15/2016 - To Payment Date: 3/28/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19217	15-0762	Open	03/17/2016		combined sewer repair project	Illinois Municipal League	\$35.00	\$5,760.00	
	15-0760		03/17/2016		2015 special assessment alleys - prelim estimate			\$2,372.50	
	15-0758-4		03/17/2016		Lyons-Pinner Electric			\$120.00	
	15-0758-2		03/17/2016		MFT fund audit			\$375.00	
	15-0757		03/17/2016		prairie avenue water main			\$971.00	
	15-0755		03/17/2016		2015 street improvements project			\$3,217.50	
	15-0689		03/17/2016		combined sewer overflow program compliance			\$840.00	
	15-0686		03/17/2016		alley paving - 3500 block park/oak			\$987.50	
	15-0684		03/17/2016		sewer outfall repairs			\$1,576.00	
	15-0681-3		03/17/2016		8 corners TIF			\$375.00	
	15-0679		03/17/2016		brookfield ave bridge replacement			\$122.00	
19218	03/28/2016	Open			Accounts Payable	Illinois Municipal League	\$35.00		
	Invoice								
	0027759-IN		03/17/2016		30 DAY WEB AD (INSPECTOR POSITION)			\$35.00	
19219	03/28/2016	Open			Accounts Payable	Illinois Section AWWA	\$900.00		
	Invoice								
	200022281		03/17/2016		Victor Janusz training			\$300.00	
	200022257		03/17/2016		HARRINGTON, SWIERCZYNSKI TRAINING			\$600.00	
19220	03/28/2016	Open			Accounts Payable	Illinois State Police-Bureau of Identification	\$29.75		
	Invoice								
	02012016		03/17/2016		liquor control comm			\$29.75	
19221	03/28/2016	Open			Accounts Payable	Kane, Mc Kenna and Associates, Inc.	\$5,300.00		
	Invoice								
	13749		03/17/2016		Eight Corners TIF			\$5,300.00	
19222	03/28/2016	Open			Accounts Payable	Kara Co Inc.	\$352.80		
	Invoice								
	175433		03/17/2016		survey marking paint - white, fluor blue, fluor green			\$352.80	
19223	03/28/2016	Open			Accounts Payable	Koch, Chad	\$931.20		
	Invoice								
	160307		03/17/2016		yoga/fai chi			\$931.20	
19224	03/28/2016	Open			Accounts Payable	Kopicki's Tower Home for Funerals	\$380.00		
	Invoice								
	16H48		03/17/2016		transfer of W. Johnson			\$380.00	
19225	03/28/2016	Open			Accounts Payable	L-K Fire Extinguisher Service	\$301.80		
	Invoice								
	67725		03/17/2016		fire extinguisher services			\$301.80	
19226	03/28/2016	Open			Accounts Payable	La Grange Pk Ace Hardware	\$47.90		
	Invoice								
	62712		03/17/2016		sponge/sanding			\$8.98	
	62707		03/17/2016		ferrule stops			\$22.74	
	16.18		03/17/2016		light panel			\$16.18	
19227	03/28/2016	Open			Accounts Payable	Menards-Hodgkins	\$3,629.82		
	Invoice								
	27270		03/17/2016		drywall handle, SC knob			\$14.87	
	26684		03/17/2016		tension wire			\$11.49	

Corporate Warrant-03/28/2016

From Payment Date: 3/15/2016 - To Payment Date: 3/28/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19227	26675 27268 26678 27706 27739 27928 28135 28039	Open	03/17/2016 03/17/2016 03/17/2016 03/17/2016 03/17/2016 03/17/2016 03/17/2016	03/17/2016	paint supplies boards, wheat oak casing tie wire maint supplies maint supplies maint supplies maint supplies clear acrylic sheet, black nipple, nibco valves	Miner Electronics Corp	\$305.12	\$126.91 \$135.15 \$6.32 \$1,521.51 \$301.25 \$425.92 \$940.94 \$145.46	
19228	Invoice 259229	Open	03/17/2016	03/17/2016	Accounts Payable streamlight LED, replacement battery	Accounts Payable NFFA	\$175.00	\$305.12	
19229	Invoice 2016-00000203	Open	03/17/2016	03/17/2016	Accounts Payable renewal	NICOR	\$75.21	\$175.00	
19230	Invoice 2016-00000186	Open	03/17/2016	03/17/2016	Accounts Payable 4301 Elm	Northwestern University	\$3,400.00	\$75.21	
19231	Invoice 2016-00000187	Open	03/17/2016	03/17/2016	Accounts Payable NUCPS training	Orkin Inc.	\$499.94	\$3,400.00	
19232	Invoice 196895	Open	03/17/2016	03/17/2016	Accounts Payable Description new starter, ocp bypass service	P & G Keene Electrical Rebuilders	\$363.26	\$499.94	
19233	Invoice february2016	Open	03/17/2016	03/17/2016	Accounts Payable Description feb collections	Paramedic Billing Services	\$528.09	\$363.26	
19234	Invoice 3030	Open	03/17/2016	03/17/2016	Accounts Payable Description feb 2016 mobile pay service	Passport Parking, LLC	\$262.00	\$528.09	
19235	Invoice p50C0937449	Open	03/17/2016	03/17/2016	Accounts Payable Description motor parts	Patten Industries, Inc.	\$179.51	\$262.00	
19236	Invoice 5502923715	Open	03/17/2016	03/17/2016	Accounts Payable Description red ink cartridge	Pitney Bowes	\$214.38	\$179.51	

Corporate Warrant-03/28/2016

From Payment Date: 3/15/2016 - To Payment Date: 3/28/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19237	03/28/2016 Invoice a-207073	Open	03/17/2016	Description weekly service	Accounts Payable	Portable John, Inc.	\$191.25		
19238	03/28/2016 Invoice Z/818180	Open	03/17/2016	Description lime mesh safety vests, yellow slush boots, ear plugs, glasses	Accounts Payable	Prosafety	\$609.90		
19239	03/28/2016 Invoice 2016-2	Open	03/17/2016	Description February 2016 adjudication	Accounts Payable	Richardson, Anita	\$1,800.00		
19240	03/28/2016 Invoice 127148	Open	03/17/2016	Description replace front cording	Accounts Payable	Riggs Bros. of Downers Grove	\$135.00		
19241	03/28/2016 Invoice 005892	Open	03/17/2016	Description food/beverage for Lets Win	Accounts Payable	Sam's Club	\$101.41		
19242	03/28/2016 Invoice 6823	Open	03/17/2016	Description repair of wind screen at burger antics	Accounts Payable	Shine-Awn Incorporated	\$625.00		
19243	03/28/2016 Invoice 78457972	Open	03/17/2016	Description misc	Accounts Payable	SimplexGrinnell	\$346.10		
19244	03/28/2016 Invoice 18166	Open	03/17/2016	Description t-shirts, polos	Accounts Payable	Special T Unlimited	\$772.88		
19245	03/28/2016 Invoice C11097	Open	03/17/2016	Description actuator-linear	Accounts Payable	Standard Equipment Co.	\$821.79		
19246	03/28/2016 Invoice 3292641559 3293775615 3294740032 3293775614 3295636307 3295636305	Open	03/17/2016	Description humidifier 10tab index cards uniball pens office supplies pens x-stamper refill ink - red, blue, green	Accounts Payable	Staples Advantage	\$362.11		
19247	03/28/2016 Invoice 134162	Open	03/17/2016	Description handicap door reprogram	Accounts Payable	Tee Jay Service Company, Inc	\$212.00		
19248	03/28/2016 Invoice 03022016	Open	03/17/2016	Description 18 engraved plates, 1 head plate	Accounts Payable	Tee-Shirts & Trophies	\$49.00		

Corporate Warrant-03/28/2016

From Payment Date: 3/15/2016 - To Payment Date: 3/28/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Description	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19249	03/28/2016 Invoice 94615-00	Open	03/17/2016	03/17/2016	unit bit step drill bit, hand held torch, torch refill w 6 adapter	Accounts Payable	Terminal Supply Co.	\$373.91	\$373.91	
19250	03/28/2016 Invoice 19190 19198	Open	03/17/2016 03/17/2016	03/17/2016 03/17/2016	utility bill rendering 03/03 & 03/04 january monthly trans fees	Accounts Payable	Third Millennium Associates, Inc	\$1,572.21	\$1,572.21	
19251	03/28/2016 Invoice bro1622	Open	03/17/2016	03/17/2016	assist with 9.3SP1	Accounts Payable	Tyler Technologies	\$600.00	\$600.00	
19252	03/28/2016 Invoice 2016-00000178 2016-00000179 2016-00000180 0811098900 0610960159 0610961584 0610961583 0610961585 0610963065 0610963066 0610963064	Open	03/17/2016 03/17/2016 03/17/2016 03/17/2016 03/17/2016 03/17/2016 03/17/2016 03/17/2016 03/17/2016 03/17/2016 03/17/2016	03/17/2016 03/17/2016 03/17/2016 03/17/2016 03/17/2016 03/17/2016 03/17/2016 03/17/2016 03/17/2016 03/17/2016 03/17/2016	laundry service Village Hall Mats Metra Station Mats laundry services mats mats mats Village Hall Mats Metra Station Mats Public Works Mats	Accounts Payable	Unifirst Corporation	\$900.07	\$900.07	
19253	03/28/2016 Invoice 42895	Open	03/17/2016	03/17/2016	ISP package uniforms	Accounts Payable	Uniform Den East, Inc.	\$1,218.50	\$1,218.50	
19254	03/28/2016 Invoice 881879	Open	03/17/2016	03/17/2016	hearing protection, lamotte liquid, tests	Accounts Payable	USA Bluebook	\$228.52	\$228.52	
19255	03/28/2016 Invoice 2016-00000176 2016-00000177 9760668869	Open	03/17/2016 03/17/2016 03/17/2016	03/17/2016 03/17/2016 03/17/2016	cell phones trustee ipads wireless service	Accounts Payable	Verizon Wireless	\$2,544.48	\$2,544.48	
19256	03/28/2016 Invoice 03012016	Open	03/17/2016	03/17/2016	microwave oven split the cost FS2	Accounts Payable	Village of Brookfield-Foreign Fire Tax	\$178.71	\$178.71	
19257	03/28/2016 Invoice 2016-070 2016-076	Open	03/17/2016 03/17/2016	03/17/2016 03/17/2016	BOF ACADEMY 02/01/2015--03/25/2016 ARNISH MANAGEMENT/LEADERSHIP 02/22-26/2016 PACYGA	Accounts Payable	Village of Romeoville Fire Academy	\$3,280.00	\$3,280.00	
19258	03/28/2016 Invoice 2016-00000175	Open	03/17/2016	03/17/2016	FIRE DEPT *2058	Accounts Payable	Visa	\$1,185.03	\$1,185.03	

Corporate Warrant-03/28/2016

From Payment Date: 3/15/2016 - To Payment Date: 3/28/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19259	2016-00000209	Open	03/17/2016	admin acct *1795	Accounts Payable	West Central Municipal Conference	\$220.00		\$417.56
19260	03/28/2016 Invoice 0008233-IN	Open	03/17/2016	legislative bkfst (4)	Accounts Payable	Westfield Ford	\$104.95		\$220.00
19261	03/28/2016 Invoice 408968	Open	03/17/2016	chk engine light part & diagnosis of vehicle	Accounts Payable	Wholesale Direct Inc.	\$187.80		\$104.95
19262	03/28/2016 Invoice 10905	Open	03/17/2016	flange kit service, lifted rocker	Accounts Payable	Windy City Lock & Safe Service	\$2,015.85		\$104.95
19263	03/28/2016 Invoice 1062	Open	03/17/2016	mini led quad amber jack, tri bracket	Accounts Payable	Zealth LLC	\$37.50		\$187.80
19264	03/28/2016 Invoice 920	Open	03/17/2016	East entry door pub works dept, power transformer, key pad	Accounts Payable	Zimmerman, Ryan	\$185.00		\$37.50
19265	03/28/2016 Invoice 030716	Open	03/17/2016	repair lock on president's office, cylinder, key duplicates	Accounts Payable	Flores, Daniel	\$138.03		\$185.00
19266	03/28/2016 Invoice 030916	Open	03/22/2016	weather by request MARCH	Accounts Payable	Harrison, David	\$131.59		\$138.03
19267	03/28/2016 Invoice 030216	Open	03/22/2016	equipment allowance reimbursement	Accounts Payable	Mihalik, James	\$29.97		\$131.59
19268	03/28/2016 Invoice 030416	Open	03/22/2016	meal reimbursement for PTT instructor class	Accounts Payable	Coady, Theresa	\$10.00		\$29.97
19269	03/28/2016 Invoice 030916	Open	03/22/2016	reimbursement for computer supplies for homicide case 16-0500	Accounts Payable	Edge Entertainment Limited	\$500.00		\$10.00
19270	03/28/2016 Invoice 030916	Open	03/22/2016	reimbursement for notary application	Accounts Payable	Jovic Builders Inc	\$3,000.00		\$500.00
				deposit for music & sound for June 24 Concert in the Park	Accounts Payable				\$3,000.00
				Refund of street/parkway bonds for 3245 Oak, #2015- 00000846	Accounts Payable				\$3,000.00

Corporate Warrant-03/28/2016

From Payment Date: 3/15/2016 - To Payment Date: 3/28/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Type Check Totals:									
EFT					84 Transactions		\$238,618.48		
383	03/22/2016	Open			Accounts Payable	Village of Brookfield	\$323,817.79		
	Invoice		03/22/2016		salaries		\$323,817.79		
384	03/22/2016	Open			Accounts Payable	Village of Brookfield	\$11,539.44		
	Invoice		03/22/2016		FICA/Medicare		\$11,539.44		
385	03/22/2016	Open			Accounts Payable	Village of Brookfield	\$257.43		
	Invoice		03/22/2016		SUI		\$257.43		
	2016-00000190						\$335,614.66		
Type EFT Totals:									
PFC - PUBLIC FUND CHECKING Totals									
					3 Transactions		\$335,614.66		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	84	\$238,618.48	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	84	\$238,618.48	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	\$335,614.66	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	3	\$335,614.66	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	87	\$574,233.14	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00

Corporate Warrant-03/28/2016

From Payment Date: 3/15/2016 - To Payment Date: 3/28/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Stopped		\$0.00	\$0.00	
					Total		\$574,233.14	\$0.00	
Grand Totals:									
Checks									
		Status	Count		Transaction Amount		Reconciled Amount		
		Open	84		\$238,618.48		\$0.00		
		Reconciled	0		\$0.00		\$0.00		
		Voided	0		\$0.00		\$0.00		
		Stopped	0		\$0.00		\$0.00		
		Total	84		\$238,618.48		\$0.00		
EFTs									
		Status	Count		Transaction Amount		Reconciled Amount		
		Open	3		\$335,614.66		\$0.00		
		Reconciled	0		\$0.00		\$0.00		
		Voided	0		\$0.00		\$0.00		
		Total	3		\$335,614.66		\$0.00		
All									
		Status	Count		Transaction Amount		Reconciled Amount		
		Open	87		\$574,233.14		\$0.00		
		Reconciled	0		\$0.00		\$0.00		
		Voided	0		\$0.00		\$0.00		
		Stopped	0		\$0.00		\$0.00		
		Total	87		\$574,233.14		\$0.00		

RESOLUTION NO. R-2016 - 1022

**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 28TH DAY OF MARCH 2016

RESOLUTION NO. R-2016 - 1022

**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, 2016, presented to this meeting attached hereto as Exhibit "A" is hereby approved and adopted.

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

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

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

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

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

ADOPTED this 28th day of March 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me 28th day of March 2016.

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

ATTESTED and filed in my office,
this 28th day of March 2016.

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

Exhibit "A"

Village of Brookfield
Cafeteria Plan Document

**VILLAGE OF BROOKFIELD
CAFETERIA PLAN**

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**VILLAGE OF BROOKFIELD
CAFETERIA PLAN**

INTRODUCTION

The Employer has amended this Plan effective January 1, 2016, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on January 1, 2008. The Plan shall be known as Village of Brookfield Cafeteria Plan (the "Plan").

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

**ARTICLE I
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II PARTICIPATION

2.1 ELIGIBILITY

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

2.2 EFFECTIVE DATE OF PARTICIPATION

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

2.3 APPLICATION TO PARTICIPATE

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

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

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

2.4 TERMINATION OF PARTICIPATION

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

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

2.5 CHANGE OF EMPLOYMENT STATUS

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

2.6 TERMINATION OF EMPLOYMENT

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

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

2.7 DEATH

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

**ARTICLE III
CONTRIBUTIONS TO THE PLAN**

3.1 EMPLOYER CONTRIBUTION

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

3.2 SALARY REDIRECTION

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

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

3.3 APPLICATION OF CONTRIBUTIONS

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

3.4 PERIODIC CONTRIBUTIONS

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

**ARTICLE IV
BENEFITS**

4.1 BENEFIT OPTIONS

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

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

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

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

4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT

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

4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT

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

4.4 HEALTH INSURANCE BENEFIT

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

(b) **Individual Insurance Policy.** Each Participant may elect to be covered under an individual health Insurance Contract that provides coverage that qualifies as an excepted benefit under the Affordable Care Act. Upon submission of satisfactory payment by the Participant, the Administrator shall, in its sole discretion, reimburse the Participant for the cost of the alternative insurance protection. This alternative protection may not include the cost of coverage obtained through a Participant's Spouse's employment.

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

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

4.5 DENTAL INSURANCE BENEFIT

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

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

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

4.6 NONDISCRIMINATION REQUIREMENTS

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

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

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with the Code and regulations. Any act taken by the Administrator shall be carried out in a uniform and nondiscriminatory manner. 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 guidance thereunder, shall qualify as a change in status.

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

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

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

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

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

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

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

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

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

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

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

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

ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

6.1 ESTABLISHMENT OF PLAN

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

6.2 DEFINITIONS

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

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

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

(1) one of the 5 highest paid officers;

(2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or

(3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

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

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

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

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

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

6.3 FORFEITURES

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

6.4 LIMITATION ON ALLOCATIONS

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

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

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

6.5 NONDISCRIMINATION REQUIREMENTS

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

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

6.6 COORDINATION WITH CAFETERIA PLAN

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

6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

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

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

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

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

6.8 DEBIT AND CREDIT CARDS

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

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

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

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

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

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

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

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

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

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

ARTICLE VII DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

7.1 ESTABLISHMENT OF ACCOUNT

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

7.2 DEFINITIONS

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

(a) **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which

Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

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

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

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

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

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

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

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

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

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

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

7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

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

7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

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

7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

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

7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

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

7.7 ANNUAL STATEMENT OF BENEFITS

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

7.8 FORFEITURES

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

7.9 LIMITATION ON PAYMENTS

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

7.10 NONDISCRIMINATION REQUIREMENTS

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

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

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

7.11 COORDINATION WITH CAFETERIA PLAN

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

7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

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

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement:

- (1) that the day care center complies with all applicable laws and regulations of the state of residence,
- (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
- (3) of the amount of fee paid to the provider.
- (h) If the Participant is married, a statement containing the following:
 - (1) the Spouse's salary or wages if he or she is employed, or
 - (2) if the Participant's Spouse is not employed, that
 - (i) he or she is incapacitated, or
 - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.

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

8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan (excepting any carryover); 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 acceptance in writing (or such other form as acceptable to both parties) 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 acceptance in writing (or such other form as acceptable to both parties) with the Employer. An Administrator may resign by delivering a resignation in writing (or such other form as acceptable to both parties) to the Employer or be removed by the Employer by delivery of notice of removal in writing (or such other form as acceptable to both parties), to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

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

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

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

9.2 EXAMINATION OF RECORDS

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

9.3 PAYMENT OF EXPENSES

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

9.4 INSURANCE CONTROL CLAUSE

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

9.5 INDEMNIFICATION OF ADMINISTRATOR

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

ARTICLE X AMENDMENT OR TERMINATION OF PLAN

10.1 AMENDMENT

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

10.2 TERMINATION

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

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

ARTICLE XI MISCELLANEOUS

11.1 PLAN INTERPRETATION

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

11.2 GENDER AND NUMBER

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

11.3 WRITTEN DOCUMENT

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

11.4 EXCLUSIVE BENEFIT

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

11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

11.6 ACTION BY THE EMPLOYER

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

11.7 NO GUARANTEE OF TAX CONSEQUENCES

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

11.8 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

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

11.9 FUNDING

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

11.10 GOVERNING LAW

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

11.11 SEVERABILITY

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

11.12 CAPTIONS

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

11.13 CONTINUATION OF COVERAGE (COBRA)

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

11.14 FAMILY AND MEDICAL LEAVE ACT (FMLA)

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

11.15 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

11.16 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

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

11.17 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which

disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

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

11.18 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

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

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

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

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

11.19 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

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

11.20 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

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

11.21 WOMEN'S HEALTH AND CANCER RIGHTS ACT

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

11.22 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

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

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

Village of Brookfield

By _____
EMPLOYER

CAFETERIA PLAN

PLAN SPONSOR CERTIFICATION

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

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

Adopted this _____ day of _____, 20 _____

Plan Sponsor

Exhibit "B"

Village of Brookfield
Summary Plan Description and Plan Sponsor Certification

**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. Health Flexible Spending Account

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

Drug costs, including insulin, may be reimbursed.

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

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

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

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

Newborns' and Mothers' Health Protection Act: Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

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

2. 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.

3. 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.
- Certain health benefit premiums under privately held insurance policies. Coverage purchased on state or federal insurance exchanges does not qualify; insurance coverage such as dental or vision may be eligible.
- 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. Please see your Administrator as to which policies qualify.

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, except for \$500.00 that can be carried over into the next Plan Year. Obviously, qualifying expenses that you incur late in the Plan Year for which you seek reimbursement after the end of such Plan Year will be paid first before any amount is forfeited. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

3. Family and Medical Leave Act (FMLA)

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

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

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

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

5. What happens if I terminate employment?

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

- (a) You will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment.
- (b) You will still be able to request reimbursement for qualifying dependent care expenses incurred prior to your date of termination from the balance remaining in your dependent care account at the time of termination of employment. However, no further salary redirection and Employer contributions will be made on your behalf after you terminate. You must submit claims within 90 days after termination.
- (c) For health benefit coverage and Health Flexible Spending Account coverage on termination of employment, please see the Article entitled "Continuation Coverage Rights Under COBRA." Upon your termination of employment, your participation in the Health Flexible Spending Account will cease, and no further salary redirection and Employer contributions will be contributed on your behalf. However, you will be able to submit claims for health care expenses that were incurred before the end of the period for which payments to the Health Flexible Spending Account have already been made. Your further participation will be governed by "Continuation Coverage Rights Under COBRA."

6. Will my Social Security benefits be affected?

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

**VI
HIGHLY COMPENSATED AND KEY EMPLOYEES**

1. Do limitations apply to highly compensated employees?

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

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

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

**VII
PLAN ACCOUNTING**

1. Periodic Statements

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

**VIII
GENERAL INFORMATION ABOUT OUR PLAN**

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

1. General Plan Information

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

Your Employer has assigned Plan Number 501 to your Plan.

The provisions of your amended Plan become effective on January 1, 2016. Your Plan was originally effective on January 1, 2008.

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

2. Employer Information

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

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

3. Plan Administrator Information

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

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

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

4. Service of Legal Process

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

Village of Brookfield
8820 Brookfield Ave
Brookfield, Illinois 60513

5. Type of Administration

The type of Administration is Employer Administration.

6. Claims Submission

Claims for expenses should be submitted to:

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

IX ADDITIONAL PLAN INFORMATION

1. Claims Process

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

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

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

X CONTINUATION COVERAGE RIGHTS UNDER COBRA

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

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

1. What is COBRA continuation coverage?

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

There may be other options available when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

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, as amended ("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?

When considering options for health coverage, Qualified Beneficiaries should consider:

- **Premiums:** This plan can charge up to 102% of total plan premiums for COBRA coverage. Other options, like coverage on a spouse's plan or through the Marketplace, may be less expensive. Qualified Beneficiaries have special enrollment rights under federal law (HIPAA). They have the right to request special enrollment in another group health plan for which they are otherwise eligible (such as a plan sponsored by a spouse's employer) within 30 days after Plan coverage ends due to one of the Qualifying Events listed above.
- **Provider Networks:** If a Qualified Beneficiary is currently getting care or treatment for a condition, a change in health coverage may affect access to a particular health care provider. You may want to check to see if your current health care providers participate in a network in considering options for health coverage.
- **Drug Formularies:** For Qualified Beneficiaries taking medication, a change in health coverage may affect costs for medication – and in some cases, the medication may not be covered by another plan. Qualified beneficiaries should check to see if current medications are listed in drug formularies for other health coverage.
- **Severance payments:** If COBRA rights arise because the Employee has lost his job and there is a severance package available from the employer, the former employer may have offered to pay some or all of the Employee's COBRA payments for a period of time. This can affect the timing of coverage available in the Marketplace. In this scenario, the Employee may want to contact the Department of Labor at 1-866-444-3272 to discuss options.
- **Service Areas:** If benefits under the Plan are limited to specific service or coverage areas, benefits may not be available to a Qualified Beneficiary who moves out of the area.
- **Other Cost-Sharing:** In addition to premiums or contributions for health coverage, the Plan requires participants to pay copayments, deductibles, coinsurance, or other amounts as benefits are used. Qualified beneficiaries should check to see what the cost-sharing requirements are for other health coverage options. For example, one option may have much lower monthly premiums, but a much higher deductible and higher copayments.

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.

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

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

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

IMPORTANT:

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

NOTICE PROCEDURES:

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

Village of Brookfield
8820 Brookfield Ave
Brookfield, Illinois 60513

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. What is Timely Payment for COBRA continuation coverage?

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

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

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

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

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

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

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

IF YOU HAVE QUESTIONS

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

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

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

XI SUMMARY

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

If you have any questions, please contact the Administrator.

**VILLAGE OF BROOKFIELD
CAFETERIA PLAN**

AND ALL SUPPORTING FORMS HAVE BEEN PRODUCED FOR

Village of Brookfield

RESOLUTION NO. R - 2016 - 1024

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT AND AN
AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE VILLAGE OF
BROOKFIELD AND TRUGREEN COMMERCIAL FOR VEGETATION CONTROL**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS 28TH DAY OF MARCH 2016

RESOLUTION NO. R - 2016 - 1024

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT AND AN AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE VILLAGE OF BROOKFIELD AND TRUGREEN COMMERCIAL FOR VEGETATION CONTROL

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

WHEREAS, in the opinion of a majority of the corporate authorities of the Village has a satisfactory relationship with TruGreen Commercial and has negotiated a satisfactory agreement for vegetation control of the Village's grounds;

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids and solicit proposals for vegetation control of the Village's grounds; and

WHEREAS, the corporate authorities of the Village deem it desirable, necessary and in the best interest of the Village to enter into an Agreement and an Amendment to the Agreement by and between the Village and TruGreen Commercial for vegetation control of the Village's grounds;

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

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

Section 2: It is hereby determined that it is advisable, necessary and in the best interest of the Village to enter into an Agreement and an Amendment to the Agreement by and between the Village of Brookfield and TruGreen Commercial for vegetation control of the Village's grounds.

Section 3: The Village President shall be and is hereby authorized and directed to execute and the Village Clerk shall be and is hereby authorized and directed to attest the Agreement and an Amendment to the Agreement by and between the Village of Brookfield and TruGreen Commercial for vegetation control of the Village's grounds, copies of which are attached hereto marked as Exhibit "A" and "B," respectively, and made a part hereof with such changes therein as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same.

Section 4: The officials, officers, employees and agents of the village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this resolution, the Agreement and the Amendment thereto by and between the Village of Brookfield and TruGreen Commercial for vegetation control of the Village's grounds.

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

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

ADOPTED this 28th day of March 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me the 28th day of March 2016.

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

ATTESTED and filed in my office,
this 28th day of March 2016.

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

EXHIBIT "A"

**AGREEMENT BY AND BETWEEN THE VILLAGE OF BROOKFIELD AND
TRUGREEN COMMERCIAL**



Marko Jurkovic

Customer Information

Bill To:

VILLAGE OF BROOKFIELD

4545 EBERLY AVE
 BROOKFIELD, IL 60513
 USA

Service Location:

SEE LISTING
 BROOKFIELD, IL 60513
 USA

Detail of Charges

Service Location	Line Item Description	Round #	Round Description*	Total Price
VILLAGE OF BROOKFIELD	Vegetation Control	2		\$4,000.00
VILLAGE OF BROOKFIELD	Vegetation Control	3		\$2,400.00
VILLAGE OF BROOKFIELD	Vegetation Control	4		\$4,000.00
VILLAGE OF BROOKFIELD	Vegetation Control	5		\$4,000.00
VILLAGE OF BROOKFIELD	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass control	\$4,200.00
VILLAGE OF BROOKFIELD	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$4,200.00
VILLAGE OF BROOKFIELD	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$4,200.00
VILLAGE OF BROOKFIELD	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$4,200.00
VILLAGE OF BROOKFIELD	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$4,200.00
Subtotal				\$35,400.00
Total Sales Tax Amount				\$0.00
Grand Total				\$35,400.00

Standard Terms and Conditions

1. **Term.** The term of this Agreement shall be three (3) years from the date signed by you, the Customer. This Agreement shall automatically renew for additional one (1) year terms unless canceled in writing by either party no less than sixty (60) days written notice prior to the end of the then-current term.
2. **Price Increases.** (a) Increase in Property Size. Because the size of your property is a significant factor in determining the cost of TruGreen's services, TruGreen may increase the specified charges proportionally to reflect any additional costs incurred should you add property under this Agreement. (b) Fuel, Material, and Labor Cost Increases. Because the product, labor, and fuel costs constitute a significant portion of TruGreen services, TruGreen may increase the price hereunder in the event of a cost increase in any of these areas. Similarly, TruGreen may experience cost increases as a result of other unforeseen circumstances, including, but not limited to, changes in government regulation, etc. To offset cost increases based on any of these issues, TruGreen shall provide you thirty (30) days written notice prior to any such necessary price adjustment. Including a statement of the associated reason. If you do not object in writing to the price adjustment within such thirty (30) day period, the Agreement shall continue thereafter at the adjusted price. If you object, you and TruGreen will enter into a ten-day good-faith negotiation period. If a mutually acceptable solution cannot be reached during such ten-day period, either party may terminate this Agreement upon thirty (30) days written notice. (c) Annual Price Increase. TruGreen may elect to increase the price of services under this Agreement after the first year or after any subsequent anniversary date of the Agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. With the exception of increases as described in subparagraphs (a) and (b) of this paragraph 2, TruGreen shall not increase its prices on an elective basis more frequently than once during any Agreement year.
3. **Payment Terms.** Payment is due to TruGreen within 30 days after the invoice date. In the event that you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 1.5% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable outside counsel, in-house counsel, paralegal or other professional fees and court costs.
4. **Check processing policy ACH:** When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: In the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
5. **Termination.** In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. You may cancel this Agreement for material breach by TruGreen, provided that TruGreen is provided written notice by you of the details of the breach, and thereafter fails to cure the breach within thirty (30) days after said notice. Additional termination provisions for landscape companies, property management companies, agents and other similar entities. To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties. 6. **Sale of Property.** You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property.
7. **LIABILITY. TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE, BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.**
8. **Duty to inspect.** You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
9. **Notice to tenants, employees, invitees.** To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitees on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
10. **No Warranties.** Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
11. **Force majeure.** Except for the payment of TruGreen's Invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental, regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way in such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
12. **No assignment.** You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
13. **Watering, Cultural Practices.** The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
14. **Modification of program.** This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
15. **Insects and Borers.** Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.
16. **Authorization to provide service.** TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."
18. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
19. **Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.**
20. **This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.**

By: [Signature]
 REPRESENTATIVE/GENERAL MANAGER

Date: 1-22-16

Print Name: _____
 AUTHORIZED AGENT/CUSTOMER

Date: _____

Customer Signature: _____
 AUTHORIZED AGENT/CUSTOMER

Date: _____

VEGETATION CONTROL APPLICATIONS

Candy Cane Park (29th & Park Ave)

-Playground Mulch Only



Creekside Park (Burlington & Grove)

-Playground & Fenceline that runs along the Creek (Poison Ivy): Customer informed of erosion



Harrison Park (3200 Block of Harrison)

-Playground Mulch Only



JC/Ehlert Part (Congress & Elm)

-Baseball back stops, Mulch, Fields, Stands, and Parkway Islands

All ball field diamonds and warning tracks will receive pre-emergent application



Kiwanis Park & Town Hall (8820 Brookfield)

-Playground Mulch, backstops, and Baseball Stands

All ball field diamonds and warning tracks will receive pre-emergent application



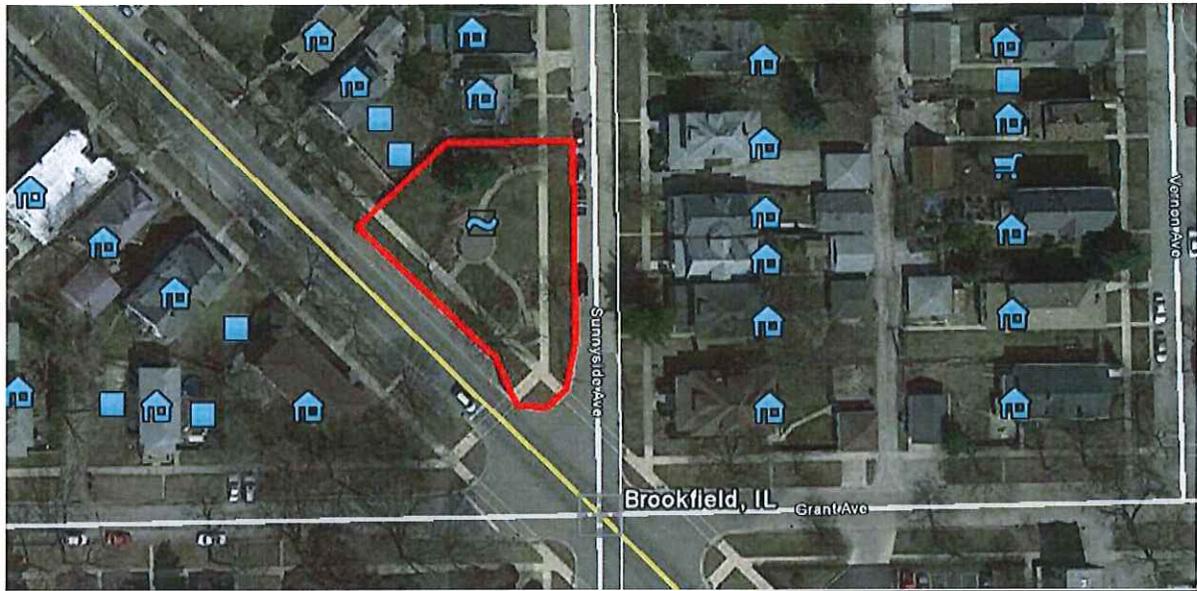
Maldin Park (4000 Block of Madison)

-Mulch & Sidewalks



Veterans Memorial Park (Grand & Sunnyside)

-Sidewalks, Walking paths, and Mulch



Maple North (Brookfield & Maple)

-Playground Mulch



Maple South (Maple & Elm)

-Playground Mulch



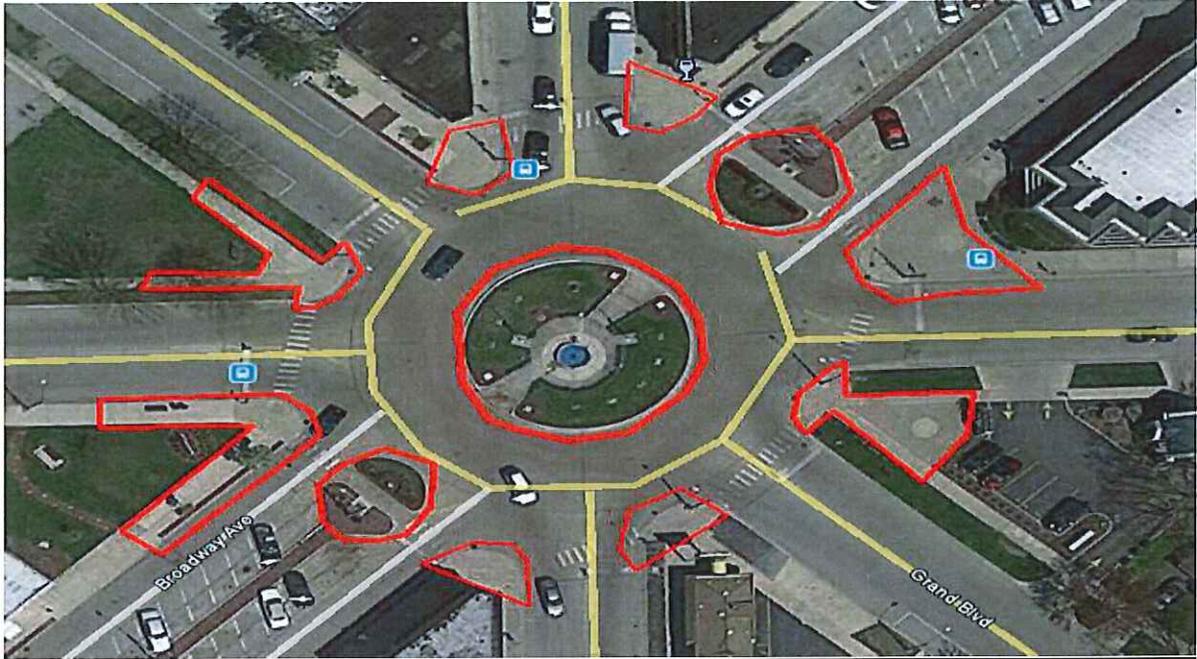
Madison Tot Lot (Madison & Ogden)

-Playground Mulch



Business District Rotunda

-Mulch, Pavers, and Sidewalks



4545 Eberle & Congress

-Fenceline & Along any buildings (Technician will not move items to spray area)



Washington Bridge

-Spray sides walks, gravel, and street



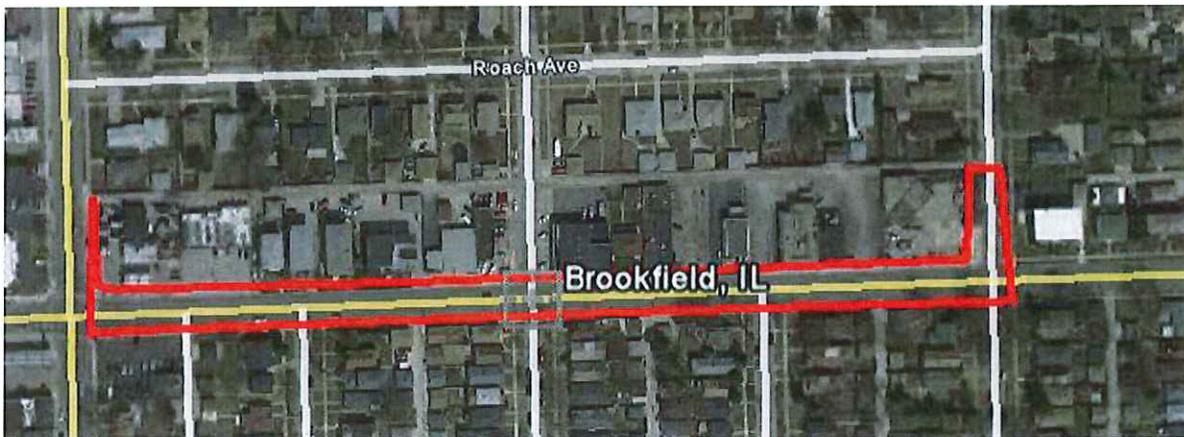
Ogden Ave

-Spray Ogden Ave between Eberly & Custer Ave (Also spray four corners of each intersection)



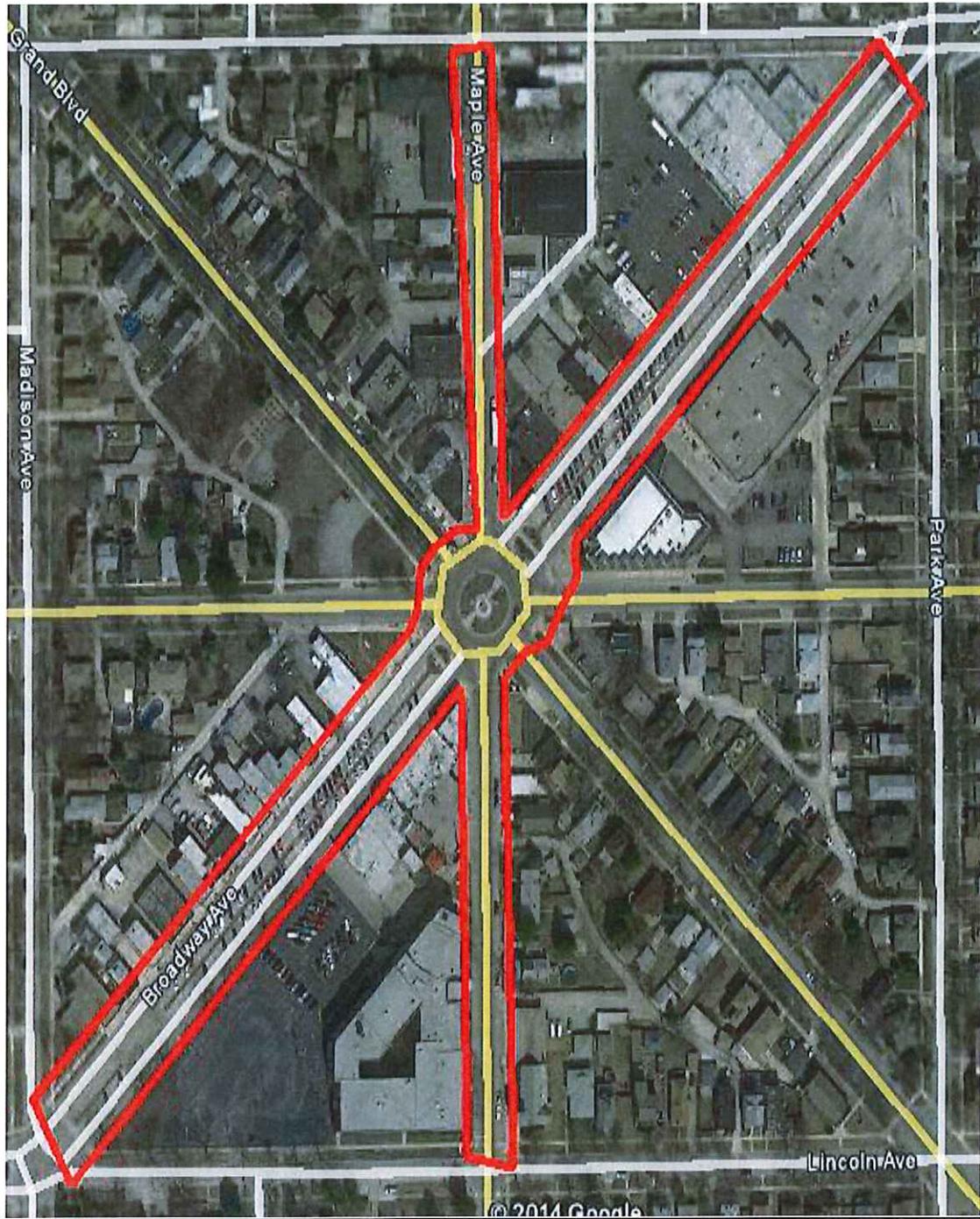
31st Street

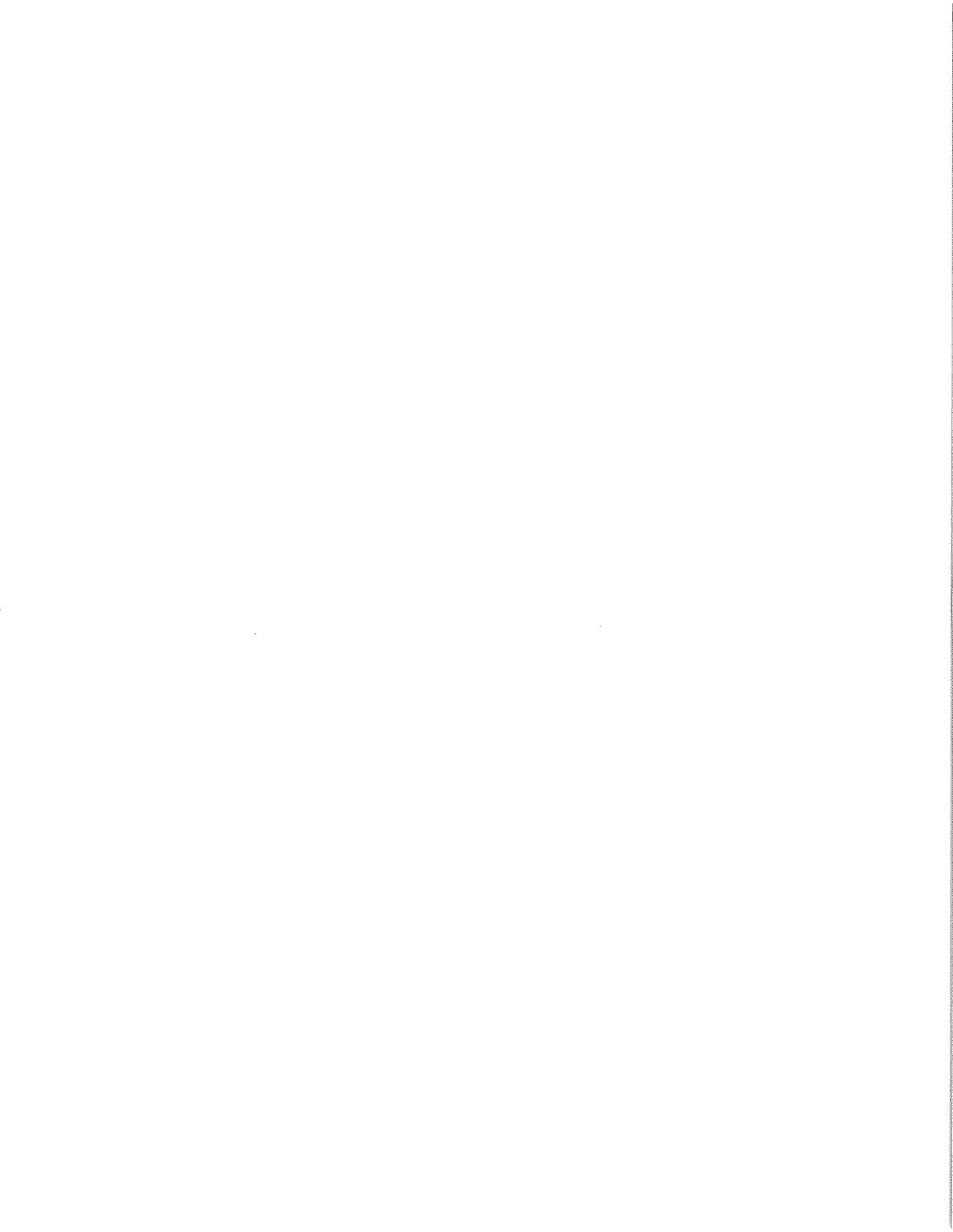
-All sidewalks & gravel Areas



Maple & Broadway

-Treat all sidewalks & paver areas (This also includes all the pavers along Grand Blvd at each of the 6 intersections between 31st & Brookfield Ave)





ORDINANCE NO. 2016 - 18

**AN ORDINANCE TO APPROVE AND AUTHORIZE A
FINAL PLANNED DEVELOPMENT AND SPECIAL USE APPLICATION
FOR THE BROOKFIELD PUBLIC LIBRARY**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS 28TH DAY OF MARCH 2016

Published in pamphlet form by authority of the
corporate authorities of the Village of Brookfield,
Illinois, the 28th day of March 2016

ORDINANCE NO. 2016 - 18

**AN ORDINANCE TO APPROVE AND AUTHORIZE A
FINAL PLANNED DEVELOPMENT AND SPECIAL USE APPLICATION
FOR THE BROOKFIELD PUBLIC LIBRARY**

WHEREAS, pursuant to Division 13 of the Illinois Municipal Code (65 Illinois Compiled Statutes 5/11-13-1, *et seq.*), and the applicable provisions of Chapter 62 entitled “Zoning” of the Code of Ordinances of the Village of Brookfield, Illinois, the petitioner, Brookfield Public Library, the owner of the real estate commonly known as 3609 Grand Boulevard, Brookfield, Illinois (“Subject Property”), has filed a Final Planned Development and Special Use Application for a planned development for a 31,975 square foot (reduced from a 38,600 square foot) public library facility (the “Final Planned Development”);

WHEREAS, the Subject Property is presently zoned A-1 Single-Family Residential District and abuts property on the north, south, east and west sides presently zoned A-1 Single-Family Residential District;

WHEREAS, all of the materials required by Chapter 62 entitled “Zoning” of the Code of Ordinances of Brookfield, Illinois, have been timely submitted, the Final Planned Development and Special Use Application was reviewed by the village staff and Petitioner attended a planned development conference with the Village Manager, the Village Planner, the Village Engineer, and the Department Director;

WHEREAS, after due public notice having been published in the *Brookfield Landmark* on October 7, 2015, and otherwise made by the petitioner in conformity with requirements of Chapter 62 entitled “Zoning” of the Code of Ordinances of Brookfield, Illinois, a public hearing was held on the Final Planned Development and Special Use Application on October 22nd, at 7:00 p.m. and upon remand from the board of trustees on February 25,

2016 at 7:00 p.m. before the Planning and Zoning Commission, at which time the Planning and Zoning Commission reviewed all relevant staff reports, all required materials, took sworn testimony and accepted evidence pertaining to the Final Planned Development and Special Use for consideration of the requested Final Planned Development and Special Use Application, and all persons who desired to be heard on the matter were heard;

WHEREAS, based on the evidence presented at the public hearing, the Planning and Zoning Commission and made the following findings of fact:

1. The proposal is in general conformity with the previously approved preliminary planned development proposal. The minor changes include a reduction of the building area from 38,600 to 31,975 square feet. The reduction is largely due to the decrease in square footage on the northern end of the building. This reduction in square footage does not reduce library services, but allows for additional outdoor area. This also moves the library's building further away from the residential properties on the northern end of the site. This change is minor and is seen to be an improvement to the overall design because of the additional actively used open and green space. Additional minor alterations include window placement to address privacy concerns for neighboring properties and an added Eco-Screen to mitigate summer heat. Additionally, stormwater management techniques have been changed from an underground vault system to an infiltration system. This is an enhancement in the stormwater management design because it better protects water quality while still ensuring the same level of service for stormwater management. It should also be noted that that the Petitioner has made certain stormwater management enhancements in response to a new Stormwater Management Ordinance enacted between the approval of the preliminary Planned Development and the application for approval of the Final Planned Development (Ordinance 15-29 adopted in April 2015.);
2. The proposal by virtue of its imaginative and creative design and benefits to the village, justifies the intended variations from the strict application of the subdivision standards and zoning ordinance because it incorporates two separate sites with public/semi-public space. This additional space is greatly needed in the area as discussed in the Brookfield Open Space Plan. Further, the larger and more modern library design will improve library lending, library programming, and other services;
3. The proposal requires additional conditions to protect the public interest and adjacent areas, improve the development and ensure compliance with existing village ordinances including;

- a. The Petitioner shall submit plans from utility companies for burial of powerlines as shown in the diagram;
- b. The Petitioner shall install a sprinkler system to provide fire prevention (per the Village Code);
- c. Parking shall be prohibited along northwestern end of the building along Park Avenue for fire truck access;
- d. The Petitioner shall install a new KNOX box;
- e. The design of the building shall incorporate at least one (preferably two) emergency exits along the eastern side of the building;
- f. The Petitioner shall rename the Oak Avenue Extension to the Lincoln Avenue Extension;
- g. The Petitioner shall install the curb modification and simplification as requested by the Public Works Department;
- h. The three Autumn Blaze Maples located on the eastern side of Grand Boulevard should include one different type of species in the middle as to avoid having two or more of the same type directly next to each other;
- i. The Petitioner shall submit the plans for refuse containers to the Village for review of proper enclosure, placement and materials;
- j. The Petitioner shall submit any signage not included on the Final Planned Development for review before permits are issued;
- k. The Petitioner shall review and refine photometry plans and lighting design before final permits are issued;
- l. The Petitioner shall ensure that sidewalks are located on site and are Americans with Disability Act (ADA) accessible;
- m. The Petitioner shall reduce the size of the tower and add transparent features to it;
- n. The Petitioner shall improve the sustainable technology and practices including:
 - i. Adding educational signage for all sustainable practices;
 - ii. Use recycled materials for carpet and furniture;
 - iii. Include a car charging station in the parking lot;
 - iv. Add an oak tree to the outdoor space;
 - v. Use local materials whenever possible;
 - vi. Divert construction waste from landfills.

WHEREAS, the Planning and Zoning Commission having duly considered the question of approval of the requested Final Planned Development and Special Use Application, based upon the foregoing findings of fact, found that the standards for the Special Use Permit and Final Planned Development have been met and issued a written determination and recommendation that the proposed Special Use Permit and Final Planned

Development be approved with conditions which recommendation is attached hereto as Exhibit "A" and made a part hereof;

WHEREAS, the corporate authorities of the village, having reviewed all materials relevant to the Special Use Permit and the Final Planned Development and the recommendations of Village Staff and the Planning and Zoning Commission, find that all requisite conditions for the approval of the Special Use Permit and the Final Planned Development have been met by the Petitioner and that it is in the best interests of the Village that the Special Use Permit and the Final Planned Development for the Subject Property be approved, subject to the conditions set forth in this ordinance.

NOW, THEREFORE, be it ordained by the Village President and the Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1. The corporate authorities hereby incorporate the foregoing preamble clauses into this ordinance and make the findings as hereinabove set forth.

Section 2. The Subject Property is commonly known as 3609 Grand Boulevard and 3541 Park Avenue Brookfield, Illinois, and is legally described as follows:

Lots 38, 39, 40, 41, 42, 43, 44, 45 and 46 in Block 12 together with Lots 25, 26, 27, 28, 29 and 30 in Block 6 in Grossdale, being a subdivision of the southeast ¼ of Section 34, Township 39 North, Range 12 east of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 3609 Grand Boulevard and 3541 Park Avenue, Brookfield, Illinois 60513

Permanent Index Number: 15-34-401-016-0000 through 15-34-401-021-0000 and 15-34-411-001-0000

Section 3. The corporate authorities of the village hereby grant a Special Use Permit for a Planned Development for a 31,975 square foot public library facility and approve

the Final Planned Development submitted by the Petitioner as set forth in Exhibit "B" attached hereto and made a part hereof subject to the conditions:

- (1) The Petitioner dedicate to the Village sufficient right-of-way for and construct, in compliance with Village standards, the extension of Oak Avenue between Lincoln Avenue and Grand Boulevard as depicted on the proposed plan attached hereto as Exhibit "B" and made a part hereof;
- (2) The Village and the Petitioner are able to negotiate a mutually acceptable agreement to vacate the portion of the existing right-of-way of Lincoln Avenue between Oak Avenue and Grand Boulevard located on the Subject Property;
- (3) The Petitioner shall submit plans from utility companies for burial of powerlines as shown in the diagram attached hereto as Exhibit "C" and made a part hereof;
- (4) The Petitioner shall install a sprinkler system to provide fire prevention (per the Village Code);
- (5) Parking shall be prohibited along northwestern end of the building along Park Avenue for fire truck access;
- (6) The Petitioner shall install a new KNOX box;
- (7) The design of the building shall incorporate at least one (preferably two) emergency exits along the eastern side of the building;
- (8) The Petitioner shall rename the Oak Avenue Extension to the Lincoln Avenue Extension;
- (9) The Petitioner shall install the curb modification and simplification as requested by the Public Works Department;

- (10) The three Autumn Blaze Maples located on the eastern side of Grand Boulevard should include one different type of species in the middle as to avoid having two or more of the same type directly next to each other;
- (11) The Petitioner shall submit the plans for refuse containers to the Village for review of proper enclosure, placement and materials;
- (12) The Petitioner shall submit any signage not included on the Final Planned Development for review before permits are issued;
- (13) The Petitioner shall review and refine photometry plans and lighting design before final permits are issued;
- (14) The Petitioner shall ensure that sidewalks are located on site and are Americans with Disability Act (ADA) accessible;
- (15) The Petitioner shall minimize the tower height while allowing stair and elevator access to the roof and add transparency via typical glazing units as allowable by the Village's codes;
- (16) The Petitioner shall improve the sustainable technology and practices including:
 - (a) Adding educational signage and display that explains project sustainable practices;
 - (b) Use high-content recycled materials for carpet and indoor and outdoor furniture when practical;
 - (c) Install a conduit for a car charging station in the parking lot potentially to be used as a car charging station at a later date;
 - (d) Add an oak tree to the outdoor space;

(e) Use local materials (within 500 miles) when prudent;

(f) Divert seventy percent (70%) of construction and demolition debris by weight from landfills.

The approval of the Final Planned Development includes variations to the following sections of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois:

1) Section 62-75(a) - granting an increase in the permitted stories of a structure from two and one-half (2 ½) to three (3) in an A-1 Single Family Residential District;

2) Section 62-75(a) - granting a reduction in the required front yard from twenty-five feet (25') to eight and eight-tenths feet (8.8');

3) Section 62-75(a) - granting a reduction in the required corner side yard from twenty percent (20%) of the average lot width, but not less than ten feet (10'), to four feet (4');

4) Section 62-75(a) - granting a reduction in the required corner rear yard from fifteen percent (15%) of the lot depth, being sixteen and seventy-five one hundredths feet (16.75'), but not greater than fifteen feet (15'), to ten feet (10');

These variations are based upon the following interpretations of the proposed Final Planned Development:

1) The Subject Property is considered a unified development lot; and

2) Park Avenue is considered the primary frontage, establishing the lot line along Park Avenue as the front lot line.

Section 4. Except as modified by the relief granted, all improvements to the Subject Property shall be constructed in compliance with all other provisions of the Zoning Ordinance.

Section 5. Subsection 18 of Section 62-822 entitled "Procedure for planned developments" of Division 2 entitled "Special Uses" of Article IX entitled "Special Use Permits and Amendments" of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, as amended, is hereby further amended to read as follows:

(18) Unless the applicant or a successor to the applicant has substantially completed construction of the public improvements and has commenced construction of the uses approved in the planned development, the special use permit issued for the planned development shall automatically, and with no further action by the village board, expire 24 months after the final action of approval by the village board, unless the special use permit for the planned development is for property on which a public library is to be located, then the special use permit issued for the planned development shall automatically, and with no further action by the village board, expire 48 months after the final action of approval by the village board unless the applicant or a successor to the applicant has commenced construction of the uses approved in the Final Planned Development. Upon written petition by the holder of the planned development special use permit, and upon the finding of good cause by the village board prior to the expiration of the planned development special use permit, the village board may extend the permit for an additional period of 12 months. There shall be no obligation upon the village board to extend such period.

Section 6. Subsection 18 of Section 62-822 entitled "Procedure for planned developments" of Division 2 entitled "Special Uses" of Article IX entitled "Special Use Permits and Amendments" of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois, as amended, is hereby further amended to read as follows:

(18) For planned developments approval of which is granted on or after June 1, 2016, unless the applicant or a successor to the applicant has substantially completed construction of the public improvements and has commenced construction of the uses approved in the planned development, the special use permit issued for the planned development shall automatically, and with no further action by the village board, expire 24 months after the final action of approval by the village board. Upon written petition by the holder of the planned development special use permit, and upon the finding of good cause by the village board prior to the expiration of the planned development special use permit, the village board may extend the permit for an additional period of 12 months. There shall be no obligation upon the village board to extend such period.

Section 7. If any provisions or portion of this ordinance or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions or portions of this ordinance; and, to that end, all provisions and portions of this ordinance are declared to be severable.

Section 8. All exhibits attached to this ordinance are hereby incorporated herein and made a part of the substance hereof.

Section 9: This ordinance, except for Section 6 of this ordinance, shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law. Section 6 of this ordinance shall be in full force and effect from and after June 1, 2016 following its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 28th day of March 2016 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 28th day of March 2016.

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

ATTESTED and filed in my office,
and published in pamphlet form
this 28th day of March 2016.

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

EXHIBIT "A"

DETERMINATION AND RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION

From: Village of Brookfield Planning and Zoning Commission
To: President and Board of Trustees of the Village of Brookfield, Illinois
Re: **PZC 15-07 3609 Grand Boulevard**
Applicant: Brookfield Public Library

Special Use Application requesting approval of a Final Planned Development to construct a 31,975 square foot (reduced from a 38,600 square foot) public library facility including variations to the following sections of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois:

- 1) Section 62-75(a) - granting an increase in the permitted stories of a structure from two and one-half (2 ½) to three (3) in an A-1 Single Family Residential District;
- 2) Section 62-75(a) - granting a reduction in the required front yard from twenty-five feet (25') to eight and eight-tenths feet (8.8');
- 3) Section 62-75(a) - granting a reduction in the required corner side yard from twenty percent (20%) of the average lot width, but not less than ten feet (10'), to four feet (4');
- 4) Section 62-75(a) - granting a reduction in the required corner rear yard from fifteen percent (15%) of the lot depth, being sixteen and seventy-five one hundredths feet (16.75'), but not greater than fifteen feet (15'), to ten feet (10');

to be erected on the property commonly known as 3609 Grand Boulevard, Brookfield, Illinois, and an amendment to the text of Subsection 18 of Section 62-822 entitled "Procedure for planned developments" of Division 2 entitled "Special Uses" of Article IX entitled "Special Use Permits and Amendments" of Chapter 62 entitled "Zoning" of the Code of Ordinances, Village of Brookfield, Illinois.

Due public notice was published in the *Brookfield Landmark* on October 7, 2015, and otherwise made by the applicant in conformity with the requirements of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois. A public hearing was held on the applicant's Special Use Application and Application for Approval of a Final Planned Development on Thursday, October 22, 2015, at 7:00 p.m. and upon remand from the board of trustees on February 25, 2016, at 7:00 p.m. before the Village of Brookfield Planning and

Zoning Commission, at which time the Planning and Zoning Commission reviewed all relevant staff reports, all required Special Use Application and Final Planned Development Application materials, took sworn testimony and accepted evidence pertaining to the Special Use Application and the Final Planned Development Application for consideration of the requested special use and the Final Planned Development; and all persons who desired to be heard on the matter were heard.

The Planning and Zoning Commission, having duly considered the question of approval of a special use to permit the construction of a 31,975 square foot (reduced from a 38,600 square foot) public library facility including variations to the following sections of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois:

- 1) Section 62-75(a) - granting an increase in the permitted stories of a structure from two and one-half (2 ½) to three (3) in an A-1 Single Family Residential District;
- 2) Section 62-75(a) - granting a reduction in the required front yard from twenty-five feet (25') to eight and eight-tenths feet (8.8');
- 3) Section 62-75(a) - granting a reduction in the required corner side yard from twenty percent (20%) of the average lot width, but not less than ten feet (10'), to four feet (4');
- 4) Section 62-75(a) - granting a reduction in the required corner rear yard from fifteen percent (15%) of the lot depth, being sixteen and seventy-five one hundredths feet (16.75'), but not greater than fifteen feet (15'), to ten feet (10');

to be erected on the property commonly known as 3609 Grand Boulevard, Brookfield, Illinois.

Based on the evidence presented at the hearing, the Planning and Zoning Commission makes the following findings of fact, which are summarized as follows:

1. The proposal is in general conformity with the previously approved preliminary planned development proposal. The minor changes include a reduction of the building area from 38,600 to 31,975 square feet. The reduction is largely due to the decrease in square footage on the northern end of the building. This reduction in square footage does not reduce library services, but allows for additional outdoor area. This also moves the library's building further away from the residential properties on the northern end of the site. This change is minor and is seen to be an improvement to the overall design because of the additional actively used open and green space. Additional minor alterations include window placement to address privacy concerns for neighboring properties and an added Eco-Screen to mitigate summer heat. Additionally, stormwater management techniques have been changed from an underground vault system to an infiltration system. This is an enhancement in the stormwater management design because it better protects water quality while still ensuring the same level of service for stormwater management. It should also be noted that the Petitioner has made certain stormwater management enhancements in response to a new Stormwater Management Ordinance enacted between the approval of the preliminary Planned Development and the application for approval of the Final Planned Development (Ordinance 15-29 adopted in April 2015.);
2. The proposal by virtue of its imaginative and creative design and benefits to the village, justifies the intended variations from the strict application of the subdivision standards and zoning ordinance because it incorporates two separate sites with public/semi-public space. This additional space is greatly needed in the area as discussed in the Brookfield Open Space Plan. Further, the larger and more modern library design will improve library lending, library programming, and other services;
3. The proposal requires additional conditions to protect the public interest and adjacent areas, improve the development and ensure compliance with existing village ordinances including;
 - a. The Petitioner shall submit plans from utility companies for burial of powerlines as shown in the diagram;
 - b. The Petitioner shall install a sprinkler system to provide fire prevention (per the Village Code);
 - c. Parking shall be prohibited along northwestern end of the building along Park Avenue for fire truck access;
 - d. The Petitioner shall install a new KNOX box;
 - e. The design of the building shall incorporate at least one (preferably two) emergency exits along the eastern side of the building;
 - f. The Petitioner shall rename the Oak Avenue Extension to the Lincoln Avenue Extension;

- g. The Petitioner shall install the curb modification and simplification as requested by the Public Works Department;
- h. The three Autumn Blaze Maples located on the eastern side of Grand Boulevard should include one different type of species in the middle as to avoid having two or more of the same type directly next to each other;
- i. The Petitioner shall submit the plans for refuse containers to the Village for review of proper enclosure, placement and materials;
- j. The Petitioner shall submit any signage not included on the Final Planned Development for review before permits are issued;
- k. The Petitioner shall review and refine photometry plans and lighting design before final permits are issued;
- l. The Petitioner shall ensure that sidewalks are located on site and are Americans with Disability Act (ADA) accessible;
- m. The Petitioner shall reduce the size of the tower and add transparent features to it;
- n. The Petitioner shall improve the sustainable technology and practices including:
 - i. Adding educational signage for all sustainable practices;
 - ii. Use recycled materials for carpet and furniture;
 - iii. Install a conduit for a car charging station in the parking lot to potentially be used as a car charging station at a later date;
 - iv. Add an oak tree to the outdoor space;
 - v. Use local materials whenever possible;
 - vi. Divert seventy percent (70%) of the construction and demolition debris by weight from landfills.

Based on the evidence presented at the hearing, the Planning and Zoning Commission believes the applicable standards have been met and proved by the Petitioner.

The Village Planning and Zoning Commission, after making the foregoing findings of fact, recommended approval of the requested special use to permit the construction of a 31,975 square foot (reduced from a 38,600 square foot) public library facility including variations to the following sections of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois:

- 1) Section 62-75(a) - granting an increase in the permitted stories of a structure from two and one-half (2 ½) to three (3) in an A-1 Single Family Residential District;

- 2) Section 62-75(a) - granting a reduction in the required front yard from twenty-five feet (25') to eight and eight-tenths feet (8.8');
- 3) Section 62-75(a) - granting a reduction in the required corner side yard from twenty percent (20%) of the average lot width, but not less than ten feet (10'), to four feet (4');
- 4) Section 62-75(a) - granting a reduction in the required corner rear yard from fifteen percent (15%) of the lot depth, being sixteen and seventy-five one hundredths feet (16.75'), but not greater than fifteen feet (15'), to ten feet (10');

to be erected on the property commonly known as 3609 Grand Boulevard, Brookfield, Illinois, provided that the following conditions are satisfied by the Petitioner:

- (1) The Petitioner dedicate to the Village sufficient right-of-way for and construct, in compliance with Village standards, the extension of Oak Avenue between Lincoln Avenue and Grand Boulevard as depicted on the proposed plan attached hereto as Exhibit "B";
- (2) The Village and the Petitioner are able to negotiate a mutually acceptable agreement to vacate the portion of the existing right-of-way of Lincoln Avenue between Oak Avenue and Grand Boulevard located on the Subject Property;
- (3) The Petitioner shall submit plans from utility companies for burial of powerlines as shown in the diagram attached hereto as Exhibit "C";
- (4) The Petitioner shall install a sprinkler system to provide fire prevention (per the Village Code);
- (5) Parking shall be prohibited along northwestern end of the building along Park Avenue for fire truck access;

- (6) The Petitioner shall install a new KNOX box;
- (7) The design of the building shall incorporate at least one (preferably two) emergency exits along the eastern side of the building;
- (8) The Petitioner shall rename the Oak Avenue Extension to the Lincoln Avenue Extension;
- (9) The Petitioner shall install the curb modification and simplification as requested by the Public Works Department;
- (10) The three Autumn Blaze Maples located on the eastern side of Grand Boulevard should include one different type of species in the middle as to avoid having two or more of the same type directly next to each other;
- (11) The Petitioner shall submit the plans for refuse containers to the Village for review of proper enclosure, placement and materials;
- (12) The Petitioner shall submit any signage not included on the Final Planned Development for review before permits are issued;
- (13) The Petitioner shall review and refine photometry plans and lighting design before final permits are issued;
- (14) The Petitioner shall ensure that sidewalks are located on site and are Americans with Disability Act (ADA) accessible;
- (15) The Petitioner shall reduce the size of the tower and add transparent features to it;
- (16) The Petitioner shall improve the sustainable technology and practices including:
 - (a) Adding educational signage for all sustainable practices;

- (b) Use recycled materials for carpet and furniture;
- (c) Install a conduit for a car charging station in the parking lot potentially to be used as a car charging station at a later date;
- (d) Add an oak tree to the outdoor space;
- (e) Use local materials whenever possible;
- (f) Divert seventy percent (70%) of the construction and demolition debris by weight from landfills.

EXHIBIT "B"
FINAL PLANNED DEVELOPMENT



brookfield

PUBLIC LIBRARY

INFORM • INSPIRE • INNOVATE



Final Planned Development Submittal for Brookfield Public Library: New Building Project

September 24, 2015



StudioGC Architecture & BIM
223 W. Jackson Blvd, Suite. 1200
Chicago, Illinois 60606
P: (312) 253-3400
F: (312) 253-3401
www.studiogc.com

SUBMITTAL INDEX

Final Planned Development Application - two (2) pages

Certified Plat of Survey (24" x 36" Gentile and Associates)

Affidavit of Ownership and Trust Disclosure – two (2) pages

Location Maps

- Village of Brookfield Zoning Map-site location one (1) page
- Cook County PIN Map-site location one (1) page

Project Revisions from the Preliminary PD Submittal - two (2) pages (StudioGC)

Architectural Site Plan (24" x 36" StudioGC)

Civil Engineering Plans (24" x 36" McClure Engineering)

- C1 Standard Symbols & General Notes
- C2 Existing Conditions
- C3 Demolition Plan
- C4 Site Plan
- C5 Grading and Storm Plan
- C6 Detail Sheet
- C7 Detail Sheet
- C8 Detail Sheet
- C9 Detail Sheet
- EX1 Roadway and Alley Vacation & Dedication Exhibit
- H1 Hydrology Plan
- H2 Impervious Plan

Landscape Drawings (2-24" x 36" Design Perspectives)

- LP-100 Landscape Plan (See Appendix A for Site Furnishings cut sheets)
- LP-500 Landscape Details



StudioGC Architecture & BIM
223 W. Jackson Blvd, Suite. 1200
Chicago, Illinois 60606
P: (312) 253-3400
F: (312) 253-3401
www.studiogc.com

Exterior Building Elevations (3-24" x 36" SGC)

- Building Elevations-South and West, Green Screen and Monument Sign
- Building Elevations-North and East
- Material Board-Perspective, Materials and Material Key

Site Photometry (24" x 36" 2010 Engineering)

Note: See Appendix B for lighting fixture cut sheets

Development Schedule

- Phasing Plan (24 x 36" StudioGC)

Additional Information - seven (7) pages

- Sustainable Solutions
- Scope of Plaza Usage
- Public Outreach / Community Meetings
- Agreements
 - Alley Paving
 - ComEd re: buried power lines

Appendices

- Appendix A-Site Furnishings
 - Plaza Chair and Table (FORO)
 - Bike Rack (Maglin)
 - Bench (Maglin)
 - Trash Container (Maglin)
- Appendix B-Site Lighting Fixtures
 - Parking Lot Fixture
 - Plaza Fixture
 - Building Mounted Fixture
- Appendix C-Eco-Mesh
 - Brochure by McNichols Metals



Village of Brookfield
 Planning and Zoning Commission Application Packet

Final PD Application

Applicant Information:

- 1. Name and Phone Number of contact person for application process Kimberly Coughran - 708.485.6917 x 121
- 2. Petitioner's Name Brookfield Public Library
- 3. Petitioner's Address 3609 Grand Boulevard, Brookfield, Illinois 60513
- 4. Phone Number 708.485.6917
- 5. Email Address kcoughran@brookfieldlibrary.info
- 6. Fax Number 708.485.5172
- 7. Owner of Record Name Board of Trustees, Brookfield Public Library
- 8. Owner of Record Address 3609 Grand Boulevard, Brookfield, Illinois 60513

Property Information:

- 9. Common Street Address 3609 Grand Boulevard and 3541 Park Avenue, Brookfield, Illinois 60513
- 10. Legal Description Lots 38, 39, 40, 41, 42, 43, 44, 45 and 46 in Block 12 together with Lots 25, 26, 27, 28, 29 and 30 in Block 6 in Grossdale, being a subdivision of the southeast 1/4 of Section 34, Township 39 North, Range 12 east of the Third Principal Meridian, in Cook County, Illinois.
- 11. Permanent Tax Index Number (PIN) 15-34-401-016-0000 through 15-34-401-021-0000 and 15-34-411-001-0000
- 12. When did the owner acquire the property? 3541 Park Avenue: July 12, 2012; 3609 Grand Boulevard: 1913

13. Is the petitioner in the process of purchasing the property? Yes No
 If so, is the purchase contingent on approval of final PD? Yes No

14. Is your property use presently (check one): Conforming Non-conforming

15. If the property is a non-conforming use, please explain: _____

Libraries and churches are allowed "special uses" or "planned developments" in A-1 Residential Zones. Possible approval of these uses along with other variances may have applied at the time the current buildings were constructed.

16. Surrounding Zoning and Land Use:

	Zoning District	Land Use
North	A-1 Residential	Residential
South	A-1 Residential	Residential
East	A-1 Residential	Residential
West	A-1 Residential	Residential

Final Planned Development Application, continued

17. What is the current Zoning Classification of the subject property? A-1 Residential

18. What is the date of Preliminary PD approval? December 10, 2012 Ordinance No. 2012-72

19. Are there any additional variations requested at this time? If so, please describe:
No additional variations requested at this time.

20. Is the final planned development in general conformity with the previously approved preliminary planned development proposal? List any changes or modifications.

Yes, the final planned development is in general conformity with the previously approved preliminary planned development proposal with the following minor revisions:

- Elimination of exterior stairs and ramp at Main Entry.
- Reduction of total building square footage.
- Building setback from property line on north increased
- Building height on north side decreased.
- All elevations revised to better address context.

21. How are the additional intended variations justified by the virtue of the development's imaginative and creative design?

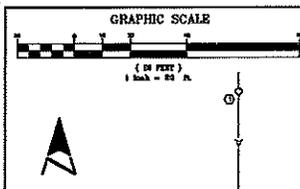
No additional variations requested at this time.

22. Are there any additional suggested conditions or restrictions to protect the public interest and adjacent areas, improve the development, and assure compliance with Ordinances?

No

Any person who shall knowingly make or cause to be made, or conspire, combine, aid or assist in, agree to, arrange for, or in any way procure the making of a false or fraudulent application, affidavit, certificate, or statement, shall be guilty of a misdemeanor as provided by statute by the State of Illinois.

<u>K. C. A.</u> Petitioner's Signature	<u>6/8/15</u> Date
<u>[Signature]</u> Owner's Signature (or authorized agent)	<u>6/8/15</u> Date



BOUNDARY AND TOPOGRAPHIC SURVEY

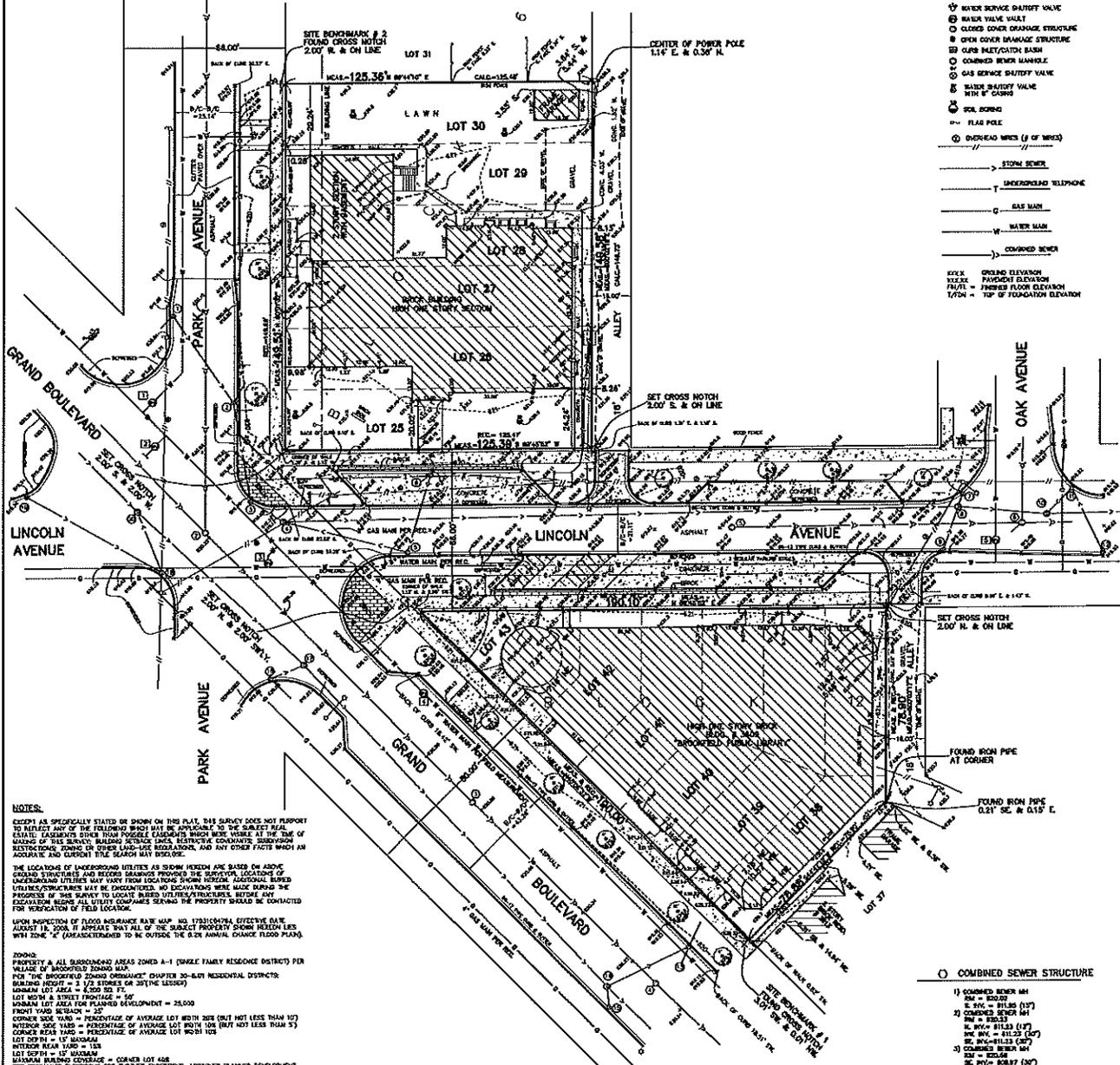
BY
GENTILE AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

150 E. ST. CHARLES PLACE
CHICAGO, ILLINOIS 60619
PHONE: (630) 918-8222
FAX: (630) 918-8284

LOTS 30, 39, 40, 41, 42, 43, 44, 45 AND 48 IN BLOCK 12 TOGETHER WITH LOTS 25, 26, 27, 28, 29 AND 30 IN BLOCK 6 IN CROSSDALE BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
CONTAINING 33,742.07 Sq Ft (0.77 Ac.)
PROPERTY COMMONLY KNOWN AS 3600 GRAND BOULEVARD & 3341 PARK AVENUE, BROOKFIELD, ILLINOIS

LEGEND

- ⊙ TREE WITH TRUNK DIA. SIZE
 - ⊙ UTILITY FERRULEL
 - ⊙ UTILITY POLE
 - ⊙ LIGHT STANDARD
 - ⊙ SIGN POST
 - ⊙ FIRE HYDRANT
 - ⊙ WATER SERVICE OUTLET VALVE
 - ⊙ WATER VALVE VAULT
 - ⊙ COVERED SEWER DRAINAGE STRUCTURE
 - ⊙ OPEN COVER MANHOLE STRUCTURE
 - ⊙ GROUND WATER BASH
 - ⊙ COVERED WATER MANHOLE
 - ⊙ GAS SERVICE OUTLET VALVE
 - ⊙ GAS SERVICE VAULT WITH 6" CASING
 - ⊙ GAS SERVICE
 - ⊙ FLAG POLE
 - ⊙ OVERHEAD WIRES (8 OF WIRES)
 - ⊙ STONE CURB
 - ⊙ UNDERGROUND TELEPHONE
 - ⊙ GAS MAIN
 - ⊙ WATER MAIN
 - ⊙ COMBINED SEWER
- KEYS
 100' = GROUND ELEVATION
 100' = FINISHED FLOOR ELEVATION
 100' = FINISHED FLOOR ELEVATION
 100' = TOP OF FOUNDATION ELEVATION



NOTES

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAN, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS OTHER THAN POSSESSORIAL EASEMENTS WHICH WERE WORKED AT THE TIME OF MAKING OF THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH WOULD REVEAL.

THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORDS MAINTAINED BY THE PUBLIC UTILITIES. THE DEPTHS OF UNDERGROUND UTILITIES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE DISCOVERED AND DISCOVERED HEREON MAY BEHIND THE PROCEEDING OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES, BEFORE ANY CONSTRUCTION BEGINS ALL UTILITIES/STRUCTURES SERVING THE PROPERTY SHOULD BE LOCATED FOR VERIFICATION OF FIELD LOCATION.

UPON INSPECTION OF FLOOD INSURANCE RATE MAP NO. 170310001R, EFFECTIVE DATE AUGUST 19, 2004, IT APPEARS THAT ALL OF THE SUBJECT PROPERTY SHOWS WELLS ON LOTS WITH ZONE "A" (DETERMINED TO BE OUTSIDE THE 500 YEAR ANNUAL CHANCE FLOOD PLAIN).

ZONING
 PROPERTY & ALL SUBDIVISION AREAS ZONED A-1 (SINGLE FAMILY RESIDENCE DISTRICT) PER RELEASE OF APPROVED ZONING MAP.
 PER THE BROOKFIELD ZONING ORDINANCE CHAPTER 20-6161 RESIDENTIAL DISTRICT:
 BUILDING HEIGHT = 2 1/2 STORIES OR 30% THE LESSER
 LOT MIN. & STREET FRONTAGE = 50'
 LOT MIN. & STREET FRONTAGE = 50'
 LOT AREA = 4,200 SQ. FT.
 LOT AREA FOR PLANNED DEVELOPMENT = 25,000
 FRONT YARD SETBACK = 25'
 CORNER SIDE YARD = PERCENTAGE OF AVERAGE LOT WIDTH 20% (NOT LESS THAN 10')
 REAR YARD = PERCENTAGE OF AVERAGE LOT WIDTH 10% (NOT LESS THAN 5')
 LOT DEPTH = 15' MINIMUM
 INTERIOR REAR YARD = 15'
 LOT DEPTH = 15' MINIMUM
 MAXIMUM BUILDING COVERAGE = CORNER LOT 40%

STORM SEWER STRUCTURE

- 1) INLET
 NE. INV. = 818.43
 SE. INV. = 818.88 (12" PVC)
 E. INV. = 817.77 (6" DRAIN TILE)
 RM = 818.24
- 2) CATCH BASIN
 NE. INV. = 818.18 (12")
 SE. INV. = 818.63 (12" PVC)
 E. INV. = 817.52 (6" DRAIN TILE)
 RM = 818.09
- 3) CATCH BASIN
 NE. INV. = 818.10 (12" PVC)
 SE. INV. = 818.55 (12" PVC)
 E. INV. = 817.44 (6" DRAIN TILE)
 RM = 818.00
- 4) STORM SEWER MH
 NE. INV. = 818.08 (12" PVC)
 SE. INV. = 818.53 (12" PVC)
 E. INV. = 817.42 (6" DRAIN TILE)
 RM = 817.89
- 5) CATCH BASIN
 NE. INV. = 818.18 (12" PVC)
 SE. INV. = 818.63 (12" PVC)
 E. INV. = 817.52 (6" DRAIN TILE)
 RM = 818.09
- 6) CATCH BASIN
 NE. INV. = 818.18 (12" PVC)
 SE. INV. = 818.63 (12" PVC)
 E. INV. = 817.52 (6" DRAIN TILE)
 RM = 818.09
- 7) INLET
 NE. INV. = 818.77 (12" PVC) 7) INLET
 SE. INV. = 819.22 (12" PVC)
 E. INV. = 818.11 (6" DRAIN TILE)
 RM = 818.68
- 8) CATCH BASIN
 NE. INV. = 818.62 (12" PVC)
 SE. INV. = 819.07 (12" PVC)
 E. INV. = 817.96 (6" DRAIN TILE)
 RM = 818.53
- 9) CATCH BASIN
 NE. INV. = 818.62 (12" PVC)
 SE. INV. = 819.07 (12" PVC)
 E. INV. = 817.96 (6" DRAIN TILE)
 RM = 818.53
- 10) STORM SEWER MH
 NE. INV. = 818.60 (12" PVC)
 SE. INV. = 819.05 (12" PVC)
 E. INV. = 817.94 (6" DRAIN TILE)
 RM = 818.50
- 11) CATCH BASIN
 NE. INV. = 818.60 (12" PVC)
 SE. INV. = 819.05 (12" PVC)
 E. INV. = 817.94 (6" DRAIN TILE)
 RM = 818.50
- 12) CATCH BASIN
 NE. INV. = 818.60 (12" PVC)
 SE. INV. = 819.05 (12" PVC)
 E. INV. = 817.94 (6" DRAIN TILE)
 RM = 818.50
- 13) CATCH BASIN
 NE. INV. = 818.60 (12" PVC)
 SE. INV. = 819.05 (12" PVC)
 E. INV. = 817.94 (6" DRAIN TILE)
 RM = 818.50
- 14) STORM SEWER MH
 NE. INV. = 818.58 (12" PVC)
 SE. INV. = 819.03 (12" PVC)
 E. INV. = 817.92 (6" DRAIN TILE)
 RM = 818.48
- 15) CATCH BASIN
 NE. INV. = 818.58 (12" PVC)
 SE. INV. = 819.03 (12" PVC)
 E. INV. = 817.92 (6" DRAIN TILE)
 RM = 818.48
- 16) CATCH BASIN
 NE. INV. = 818.58 (12" PVC)
 SE. INV. = 819.03 (12" PVC)
 E. INV. = 817.92 (6" DRAIN TILE)
 RM = 818.48
- 17) STORM SEWER MH
 NE. INV. = 818.56 (12" PVC)
 SE. INV. = 819.01 (12" PVC)
 E. INV. = 817.90 (6" DRAIN TILE)
 RM = 818.46
- 18) CATCH BASIN
 NE. INV. = 818.56 (12" PVC)
 SE. INV. = 819.01 (12" PVC)
 E. INV. = 817.90 (6" DRAIN TILE)
 RM = 818.46
- 19) STORM SEWER MH
 NE. INV. = 818.54 (12" PVC)
 SE. INV. = 818.99 (12" PVC)
 E. INV. = 817.88 (6" DRAIN TILE)
 RM = 818.44
- 20) STORM SEWER MH
 NE. INV. = 818.54 (12" PVC)
 SE. INV. = 818.99 (12" PVC)
 E. INV. = 817.88 (6" DRAIN TILE)
 RM = 818.44

WATER VALVE VAULT

- 1) WATER VALVE VAULT
 RM = 818.9
 TOP OF PPE = 813.9
- 2) WATER VALVE VAULT
 RM = 818.33
 TOP OF PPE = 813.3
- 3) WATER VALVE VAULT
 RM = 818.76
 TOP OF PPE = 813.7
- 4) WATER VALVE VAULT
 RM = 818.19
 TOP OF PPE = 813.1
- 5) WATER VALVE VAULT
 RM = 818.62
 TOP OF PPE = 813.6

COMBINED SEWER STRUCTURE

- 1) COMBINED SEWER MH
 RM = 818.0
 E. INV. = 813.0 (12")
 SE. INV. = 813.0 (12")
 RM = 813.0
- 2) COMBINED SEWER MH
 RM = 813.5
 E. INV. = 813.5 (12")
 SE. INV. = 813.5 (12")
 RM = 813.5
- 3) COMBINED SEWER MH
 RM = 814.0
 E. INV. = 814.0 (12")
 SE. INV. = 814.0 (12")
 RM = 814.0
- 4) COMBINED SEWER MH
 RM = 814.5
 E. INV. = 814.5 (12")
 SE. INV. = 814.5 (12")
 RM = 814.5
- 5) COMBINED SEWER MH
 RM = 815.0
 E. INV. = 815.0 (12")
 SE. INV. = 815.0 (12")
 RM = 815.0
- 6) COMBINED SEWER MH
 RM = 815.5
 E. INV. = 815.5 (12")
 SE. INV. = 815.5 (12")
 RM = 815.5
- 7) COMBINED SEWER MH
 RM = 816.0
 E. INV. = 816.0 (12")
 SE. INV. = 816.0 (12")
 RM = 816.0

NO.	DATE	DESCRIPTION	BY
1	10/1/07	PAPER SIZE CHANGED PER E-MAIL BY THE RECORDS	MS

BASE SCALE: 1 INCH = 20 FEET
 DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF
 ORDERED BY: BROOKFIELD PUBLIC LIBRARY
 DRAWN BY: MS
 CHECKED BY: MS
 SURVEYED BY: MS
 COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR ABSTRACT DEED, CONTRACT AND ZONING ORDINANCE.
 ORDER NO. 12-2011B-12 REV1

STATE OF ILLINOIS, S.S.
 COUNTY OF DUPAGE

MC GENTILE AND ASSOCIATES, P.C. HEREBY CERTIFY THAT A SURVEY HAS BEEN MADE AT AND UNDER MY DIRECTION, OF THE PROPERTY DESCRIBED ABOVE, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PLAT CONFORMS TO THE USUAL STANDARDS REQUIREMENTS FOR A BOUNDARY SURVEY.



APRIL 11, 2012
 AD. 2012
 BY: *Robert H. Gentile*
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 1111
 MY LICENSE EXPIRES NOVEMBER 30, 2012
 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 154.002270

AFFIDAVIT OF OWNERSHIP AND TRUST DISCLOSURE

COUNTY OF COOK)
) SS

STATE OF ILLINOIS)

I, (print name) Jennifer Perry, under oath, state that I am (check one):

- the sole owner of the property
- an owner of the property
- an authorized officer for the owner of the property

commonly described as (full address): 3609 Grand Blvd, Brookfield, IL 60513

and that such property is owned by (print owner's name) Board of Trustees as of this date.

Brookfield Public Library

Further, the property to which this application relates is/is not the subject of a land trust as defined in Section 765 ILCS 405 of the Illinois Compiled Statutes, "The Land Trust Beneficial Interest Disclosure Act." If the foregoing statement was completed in the affirmative, the following statement shall be completed and verified:

I, Jennifer Perry, as trustee/beneficiary of
Board of Trustees, Brookfield Public Library Trust Number _____,

pursuant to Section 765 ILCS 405 of the Illinois Compiled Statutes, being first duly sworn,

hereby state and represent that the person/persons, Body/Bodies Politic, corporation/corporations

or other entity/entities below designated is/are the beneficiary/beneficiaries of said land trust,

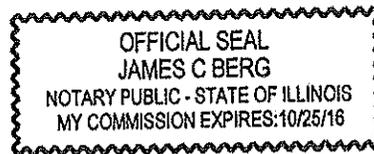
that the beneficiary/beneficiaries designated by a checkmark hold/holds the power of direction

created therein, and that no beneficiary holds a beneficial interest as nominee for a person, Body

Politic, corporation or other entity not named herein.

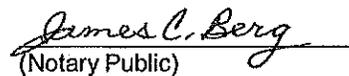
Name	Address	Interest


 (Signature) Jennifer Perry, President



SUBSCRIBED AND SWORN TO BEFORE ME THIS

8 DAY OF JUNE, 2015


 (Notary Public)
 (James C. Berg)

AFFIDAVIT OF OWNERSHIP AND TRUST DISCLOSURE

COUNTY OF COOK)
) SS

STATE OF ILLINOIS)

I, (print name) Jennifer Perry, under oath, state that I am (check one):

- the sole owner of the property
- an owner of the property
- an authorized officer for the owner of the property

commonly described as (full address): 3541 Park Ave, Brookfield, IL 60513

and that such property is owned by (print owner's name) Board of Trustees as of this date.

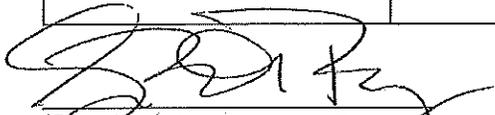
Brookfield Public Library

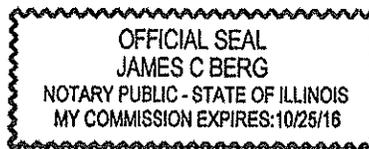
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I, Jennifer Perry, as trustee/beneficiary of
Board of Trustees, Brookfield Public Library Trust Number _____,

pursuant to Section 765 ILCS 405 of the Illinois Compiled Statutes, being first duly sworn, hereby state and represent that the person/persons, Body/Bodies Politic, corporation/corporations or other entity/entities below designated is/are the beneficiary/beneficiaries of said land trust, that the beneficiary/beneficiaries designated by a checkmark hold/holds the power of direction created therein, and that no beneficiary holds a beneficial interest as nominee for a person, Body Politic, corporation or other entity not named herein.

Name	Address	Interest


(Signature) Jennifer Perry, President



SUBSCRIBED AND SWORN TO BEFORE ME THIS

8 DAY OF JUNE, 2015


(Notary Public)
(James C. Berg)

Official Zoning Map for the Village of Brookfield

This Map is the official zoning map for the Village of Brookfield, IL.

Approved by the Brookfield Village Board on the 8th Day of September 2014

Village President

Attest

Village Clerk

Published this 8th Day of September 2014.

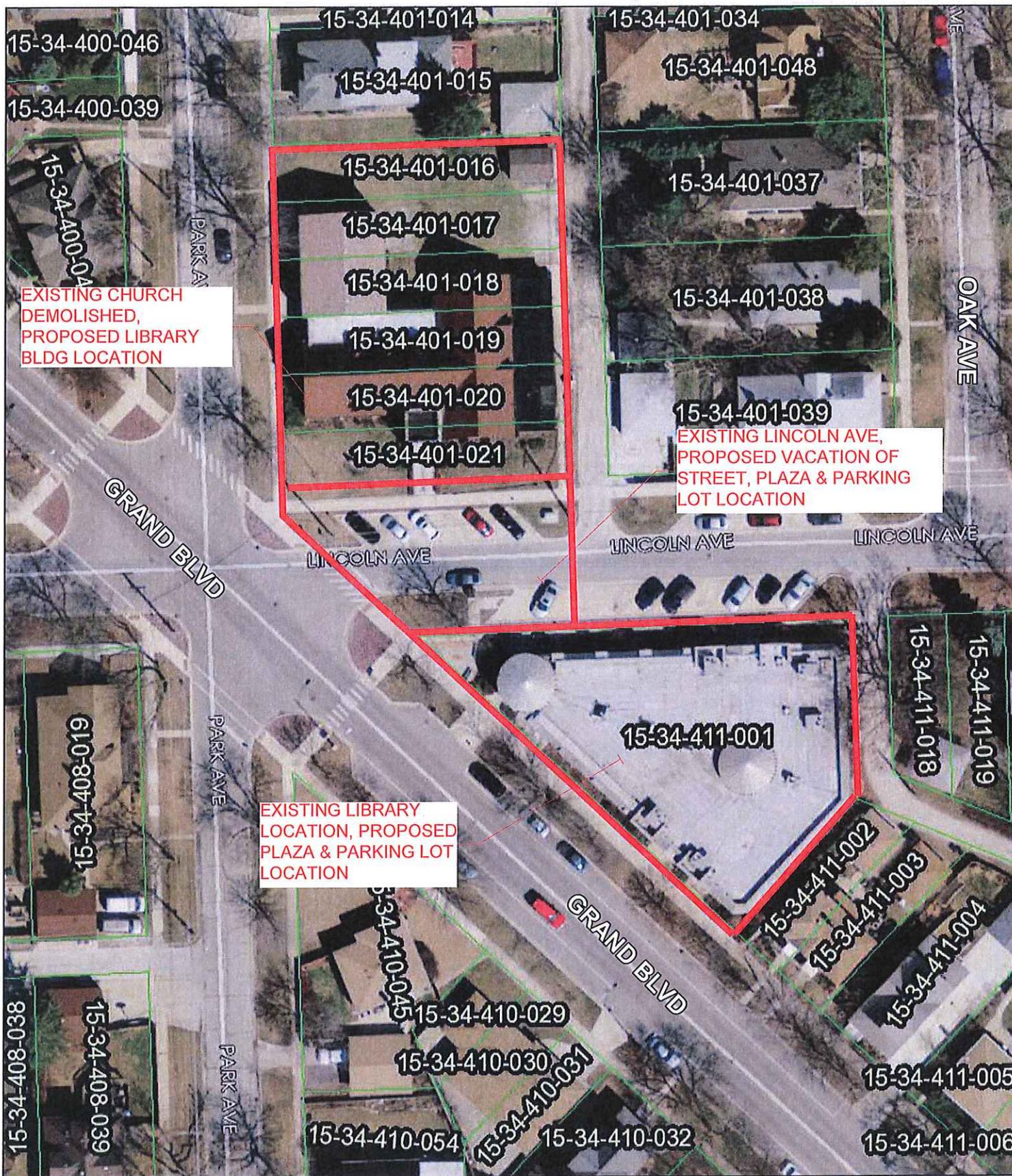
In pamphlet form by authority of the President and Village Board, and as subsequently revised.



Legend	
	Parcel
Residential Districts	
	A Single Family
	A-1 Single Family
	A-2 Single Family
	A-3 Single Family
	B Multiple-Family
	B-1 Multiple-Family
	B-2 Multiple-Family
Commercial Districts	
	C-1 General Commerical
	C-2 Restricted Planned Service
	C-3 Centralized Commerical
	C-4 Local Retail
	C-5 Restricted Local Retail
	C-6 Restricted Special Service
Industrial Districts	
	I-1 General Light
	I-2 Restricted Light
Special Districts	
	S-1 General Open Space
	S-2 Restricted Planned Open Space



Cook County CookViewer Output



1:1200





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Project Revisions from the Preliminary PD Submittal

In an effort to concisely state the changes in the project from the Preliminary PD submittal to the project presented here for the Final PD, please find the summary list below representing the most critical changes. Please see additional graphic and written information for a full description of the current submittal.

Building Size

Primary changes between the Preliminary and Final submittals are due to a reexamination of the original building proposal with respect to current library standards and for the Brookfield community specifically. Due to a reduced focus on an expanding print collection and greater emphasis on social, collaborative and creative spaces within the library, the overall square footage of the proposed library has been reduced without diminished levels of service. The library will still have a robust print collection but a greater reliance on technology and flexibility of spaces and furnishings will allow the library to meet goals while reducing size.

- **Preliminary PD Submittal:** 38,600 square feet/2 stories above grade, one below grade
- **Final PD Submittal:** 31, 975 square feet/2 stories above grade, one below grade

Site Architectural

The overall site concept has remained intact from the Preliminary PD with regards to traffic flow, parking, plaza and green spaces.

The reduction in square footage and foot print had a decided site benefit; the location of the building has remained the same on the south, east and west sides but, the primary northern most wall of the proposed library has moved south creating a greater buffer between the neighboring property and the library. The current proposal locates the primary northern wall approximately 41'-8" from the north residence's south building face. (This dimension is based on available graphic information and as such, is approximate.)

As the building's north wall moved south, it opened a useable area on the north side of the building for children's programming and activities. This exterior space is adjacent to the large first floor meeting room and can be used as an overflow space as well.

On the south side of the building, the steps and ramp into the building have been removed to allow ease of access and eliminate problems with snow/ice removal.



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- **Preliminary PD Submittal:** Primary North wall 10'-0" from north property line
- **Final PD Submittal:** Primary North wall 26'-0" from north property line with a small area at 22'-0" from the north property line

Site Civil

During meetings and in consultation with the village engineer, a stormwater strategy was developed that meets all Village requirements but differs from the previous submittal.

- **Preliminary PD Submittal:** Stormwater Vaults under Library parking area to control release of site stormwater into the system.
- **Final PD Submittal:** Sustainable infiltration practices have been utilized to control water quantity due to their ability to improve water quality.

Building Massing, Materials and Elevations

The reduction in building size forced the Library and design team to revisit the exterior elevations. The same general principles were followed in terms of a prairie style design but the level of transparency, especially at the second level, has been reduced in an attempt to better harmonize window opening style and size with the surrounding residential neighborhood.

The materials (see elevation drawings and material samples) are cast stone, brick, standing seam metal roofing and metal panel.

The height of the primary northern most wall has been reduced and sill heights of north facing windows have been adjusted so people in the library cannot look directly into the neighbor's yard.

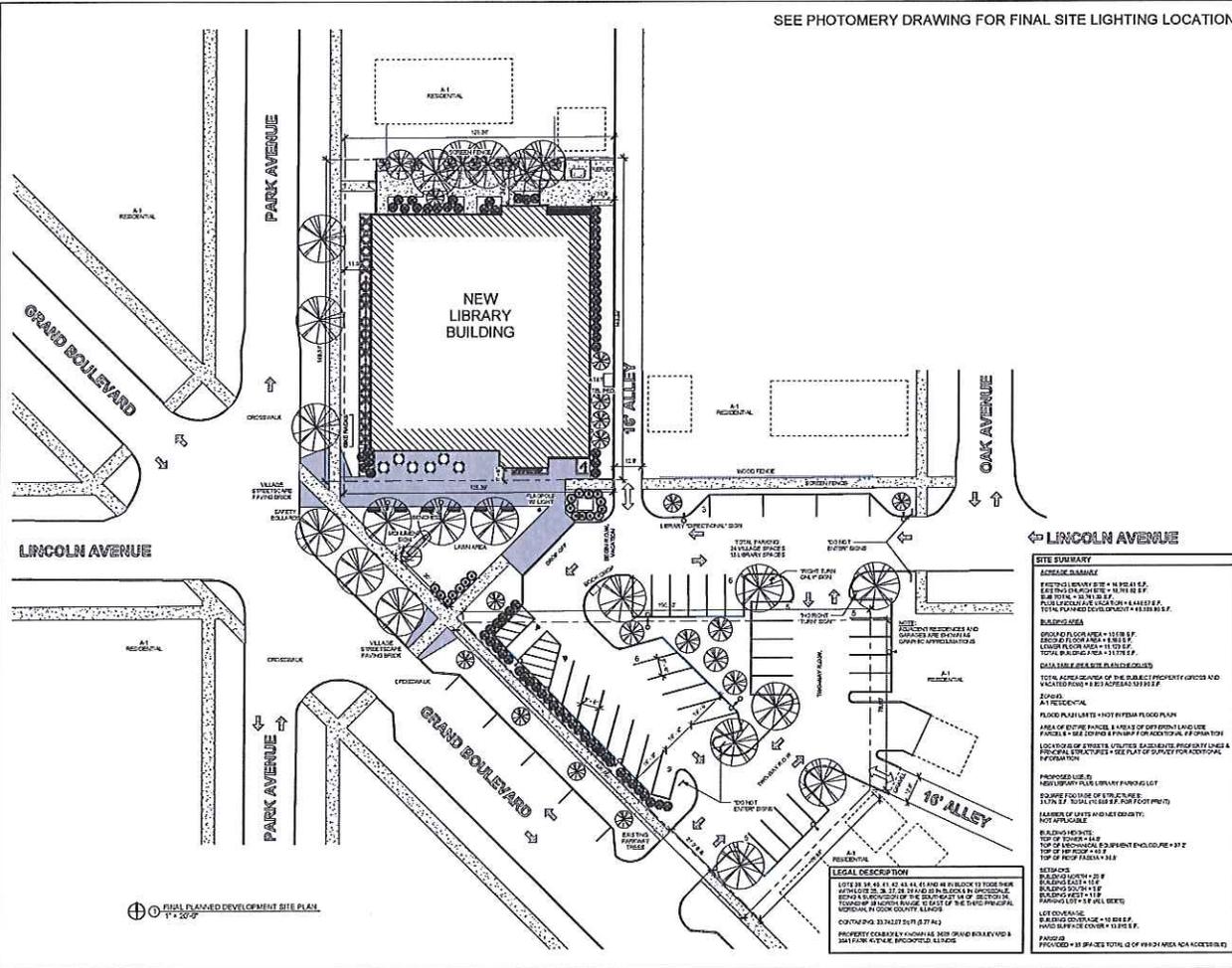
The redesign also addresses potential concerns about views in and out of the library staff area on the east side of the building. The windows at the first level on the east side are at clerestory height (sill at 7'-4" above finished floor). An 'angled bay' at the second level with south facing windows is new. This design eliminates potential of views from the library into yards across the alley and shields residential neighbors on the east from night light.

A 'green screen' has been added on the west side first floor to mitigate summer heat gain. See drawings and Eco-Screen brochure in the Appendix.

- **Preliminary PD Submittal:** Height of Primary North wall = 33'-0"
- **Final PD Submittal:** Height of Primary North wall = 27'-4" with a small area of wall at 30'-0".

END: Project Revisions from the Preliminary PD Submittal

SEE PHOTOMETRY DRAWING FOR FINAL SITE LIGHTING LOCATIONS



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10000
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New Library Building

For
brookfield
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300 S. Grand Ave.
 Brookfield, IL 60015

PRELIMINARY DOCUMENTS
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SITE SUMMARY

ADDRESS SUMMARY

PROJECT ADDRESS: 10000 S. GRAND BLVD.
 SITE ADDRESS: 10000 S. GRAND BLVD.
 TOTAL APPROVED DEVELOPMENT: 43,338 S.F.

BUILDING AREA

FOOTPRINT FLOOR AREA: 11,378 S.F.
 SECOND FLOOR AREA: 11,378 S.F.
 TOTAL BUILDING AREA: 22,756 S.F.

TOTAL APPROXIMATE OF THE SUBJECT PROPERTY GRACES AND VACATED POND: 4,825 SQUARE FEET

PERMITS:

A1 RESIDENTIAL

PLANNED PLANNING:

AREA OF BOUNDING PARCELS & AREA OF OPEN SPACE LAND USE PARCELS: SEE ZONING ORDINANCE FOR ADDITIONAL INFORMATION

LOCATION OF UTILITIES:

EXISTING UTILITIES: SANITARY SEWER, WATER, GAS, AND ELECTRICITY

PROPOSED USE:

LIBRARY OPERATIONAL

SOURCE FOOTING OF STRUCTURE:

TOP OF FINISH FLOOR

NUMBER OF LOTS:

1 LOT

BLDG HEIGHT:

TOP OF FINISH FLOOR

TOP OF MECHANICAL EQUIPMENT ENVELOPE:

TOP OF FINISH FLOOR

TOP OF ROOF:

TOP OF FINISH FLOOR

LEGAL DESCRIPTION

LOT 10 IN 34, 41, 42, 43, 44, 45 AND 46 IN BLOCK 13 TOGETHER WITH THE 1/2 AC. 27.28 AC. 23 IN BLOCK 13 IN SECTION 16, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE 5TH PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

CONTR. NO. 3114227 BY PL. 07/14/13

PROPERTY CORNER: 10000 S. GRAND BOULEVARD & 3417 PARK AVENUE, BROOKFIELD, ILLINOIS

LOT COVERAGE:

BLDG COVER: 100%

LAND COVER: 100%

POND:

PROPOSED: 11 PHASE TOTAL 12 OF WHICH AREA 10A (10000 S. GRAND BLVD.)

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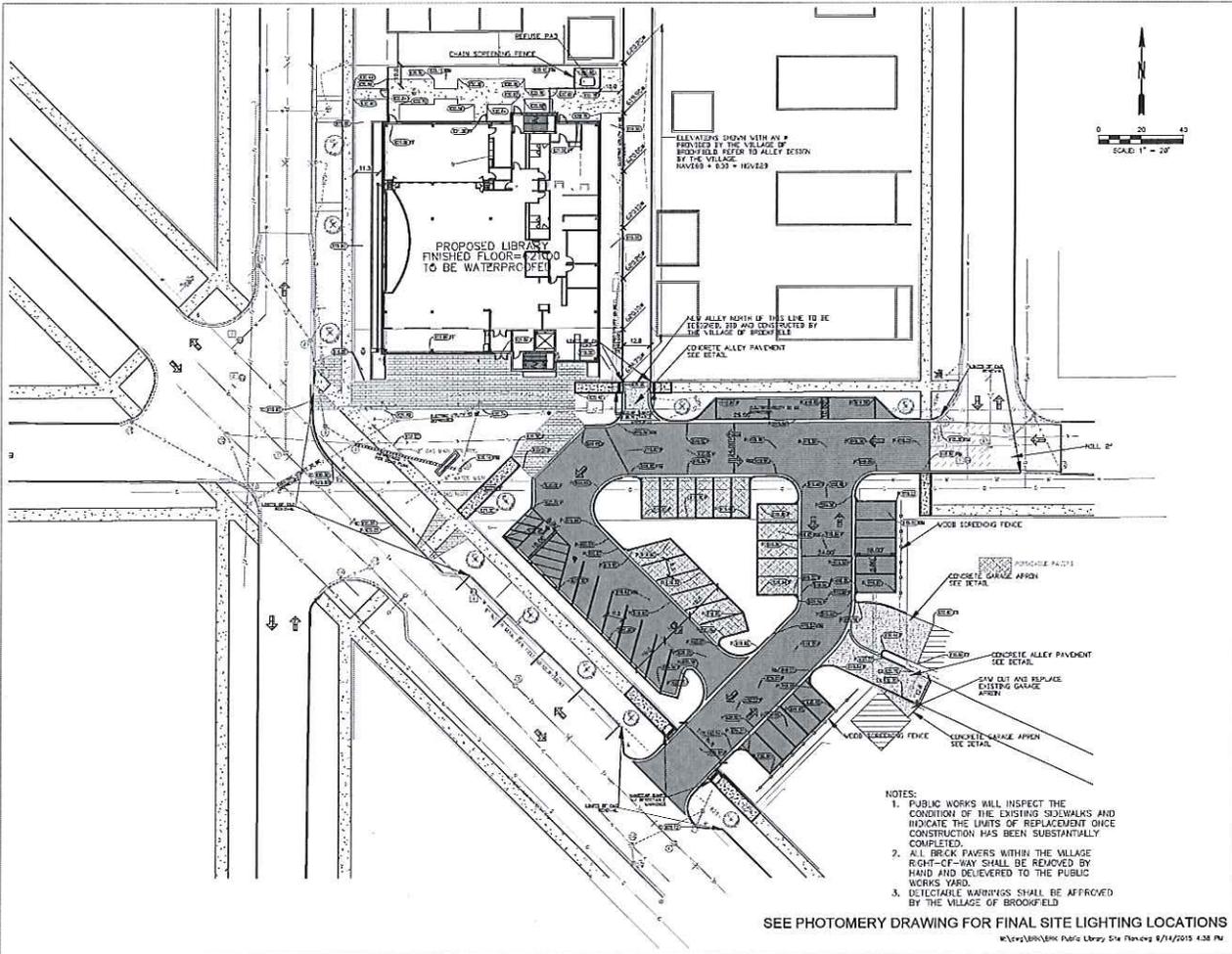
NO. REVISED FOR: DATE

FINAL PLANNED DEVELOPMENT SUBMITTAL 05/24/13

FINAL PLANNED DEVELOPMENT SITE PLAN

PAGE 14074 **A1.00**

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Chicago, Illinois 60604
PH: 312.253.5222 FAX: 312.253.5401

McClure
Engineering Architects, Inc.
2728 Grand Avenue, Westbury, Illinois 60091-5465
TEL: 847-338-7120 FAX: 847-338-7155
Email: Tom.Larson@mcclure.com
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McClure No. 03-15-10-027

New Library Building



1000 South Road, Brookfield, IL 60015

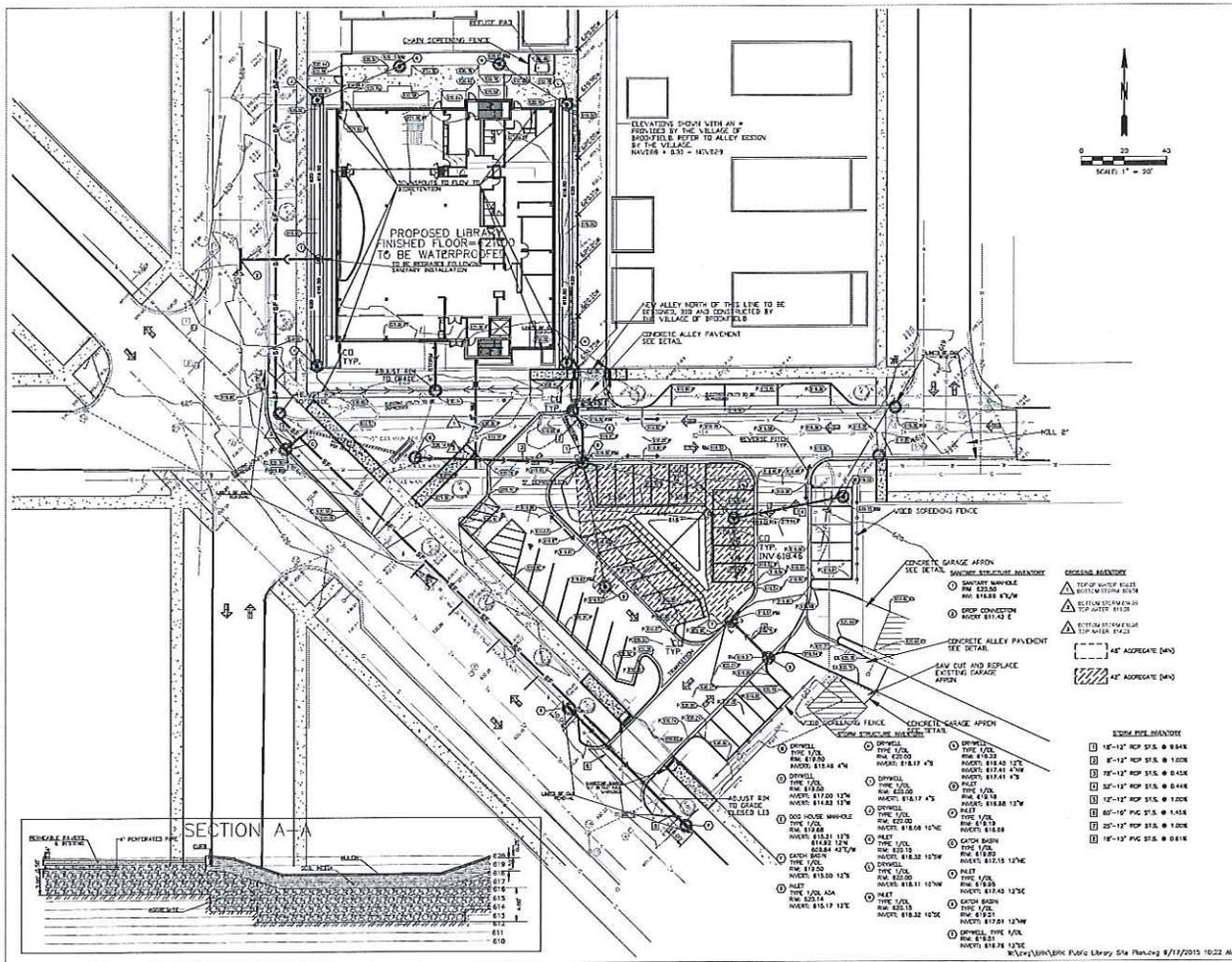
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NO.	REVISED FOR:	DATE
1	FINAL PLANNED DEVELOPMENT SUBMITTAL	04/15/2013
2	REVISIONS	05/20/2013
3	VILLAGE COMMENTS	06/20/2013
4	REVISIONS	08/15/2013
5	VILLAGE COMMENTS	09/10/2013
6	FINAL PLANNED DEVELOPMENT SUBMITTAL	10/01/2013

SITE PLAN
Sheet 14074 **C4**

SEE PHOTOMETRY DRAWING FOR FINAL SITE LIGHTING LOCATIONS
W:\proj\100\100\BMC Public Library Site Plan.dwg 6/14/2013 4:28 PM



2200 Jackson Road, Suite 100
Chicago, Illinois 60614
Tel: 312.231.5400 Fax: 312.231.3400



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New Library Building



3018 Grand Blvd.
Brookfield, IL 60312

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NO.	REVISION	DATE
1	FINAL PLANS	04/10/13
2	DEVELOPMENT SUBMITTAL	07/26/13
3	PERMITS	08/20/13
4	VILLAGE COMMENTS	08/20/13
5	PERMITS	08/20/13
6	VILLAGE COMMENTS	08/20/13
7	PERMITS	08/20/13
8	DEVELOPMENT SUBMITTAL	08/20/13

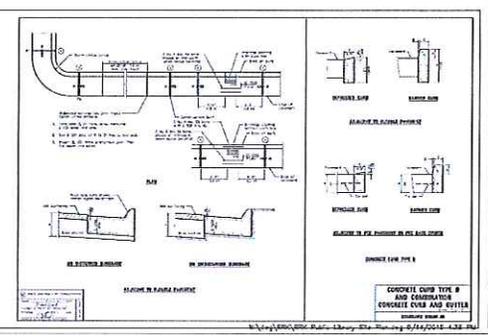
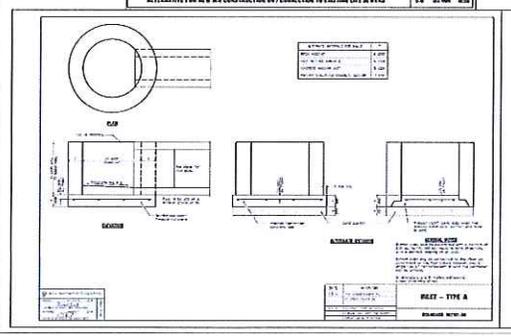
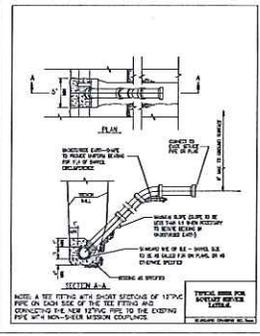
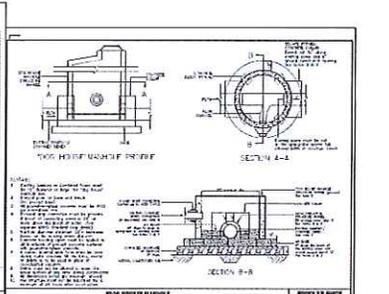
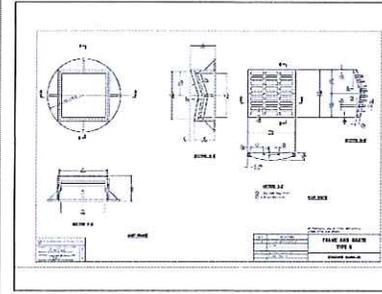
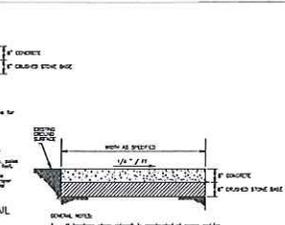
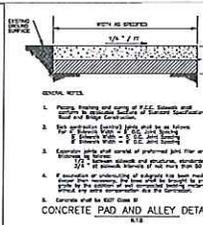
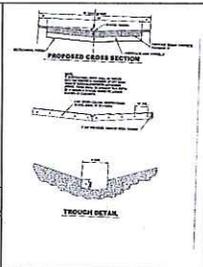
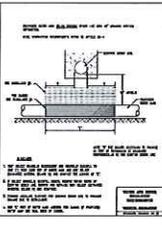
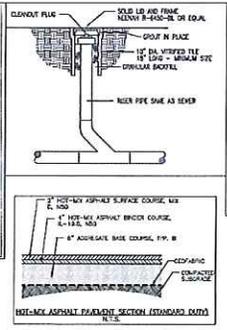
GRADING AND STORM PLAN
PAGE 14074

C5

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1	FINAL PLANNING	04/15/13
2	DESIGN DEVELOPMENT	07/15/13
3	PERMITS	08/15/13
4	ISSUE FOR CONSTRUCTION	08/15/13
5	FINAL PLANNING DEVELOPMENT SUBMITTAL	08/15/13

DETAIL SHEET

Page 14074

C6



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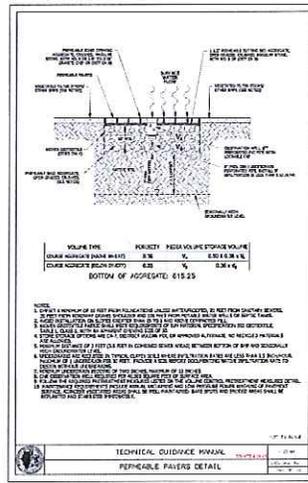
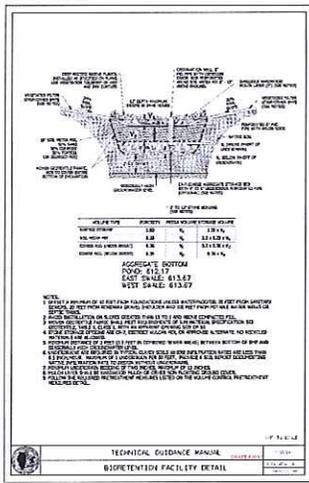
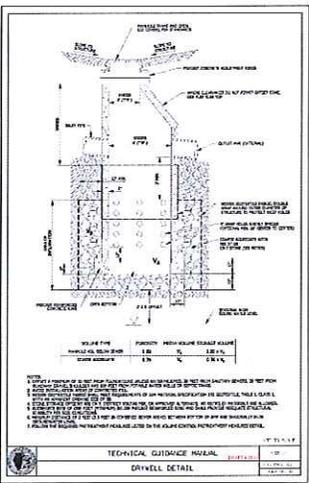
For
303 Grand St.,
Brookfield, MA 01501

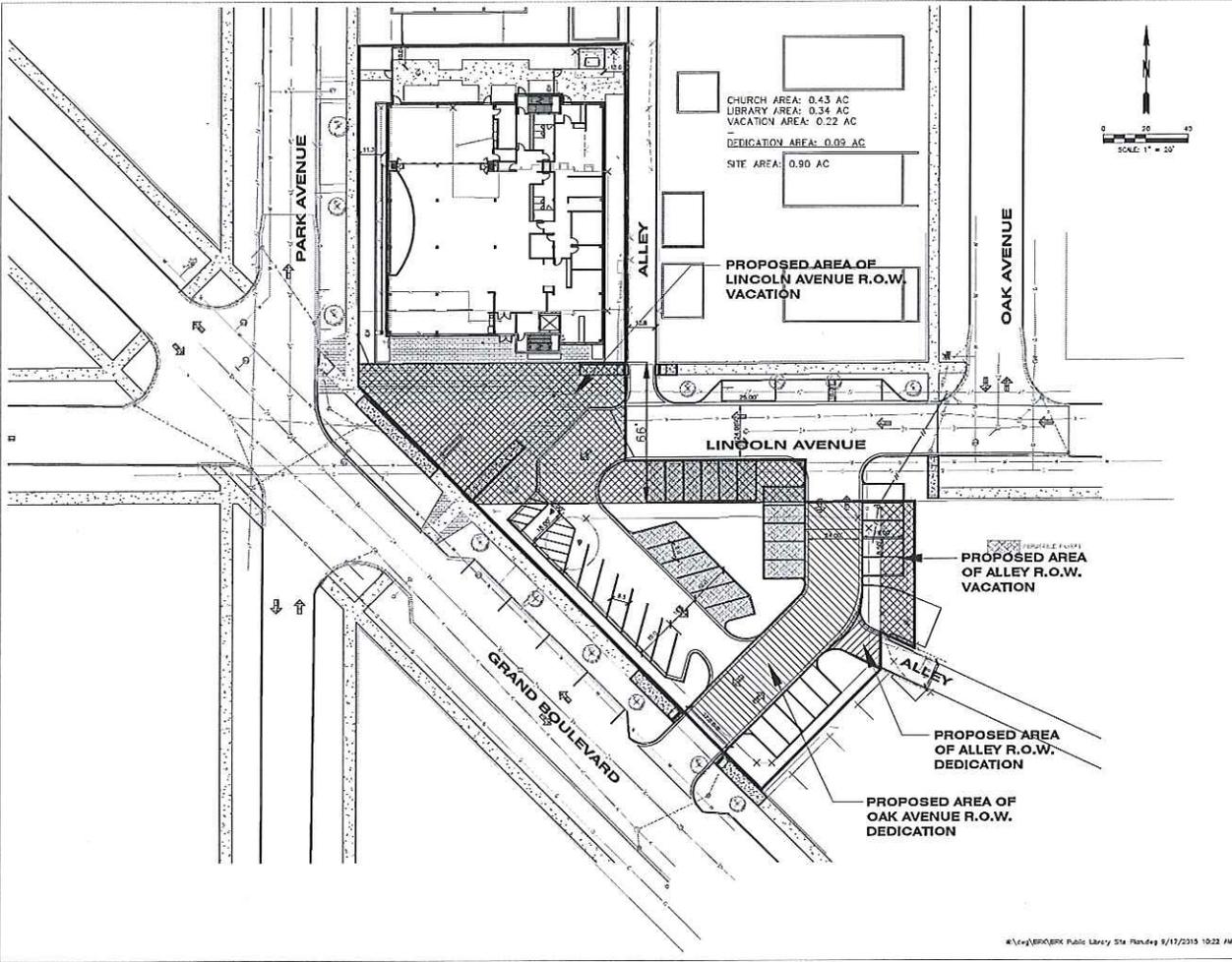
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NO.	REVISION	DATE
1	FINAL PLANNED	6-15-2013
2	DEVELOPMENT SUBMITTAL	6-12-2013
3	PERMITS	6-12-2013
4	PERMITS	6-12-2013
5	FINAL PLANNED	6-14-2013

DETAIL SHEET
C9
Sheet 14074





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New Library Building



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2	DEVELOPMENT ELEMENTS	07/09/2013
3	REVISED	08/20/2013
4	UTILITY COMMENTS	08/20/2013
5	REVISED	08/20/2013
6	UTILITY COMMENTS	08/20/2013
7	FINAL REVISED DEVELOPMENT ELEMENTS	09/04/2013

ROADWAY & ALLEY VACATION & DEDICATION EXHIBIT

EX1
 Page 14074

#11-0313-BROOKFIELD Public Library Site Plan.dwg 9/17/2013 10:22 AM



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 ps312215202 & 102313241



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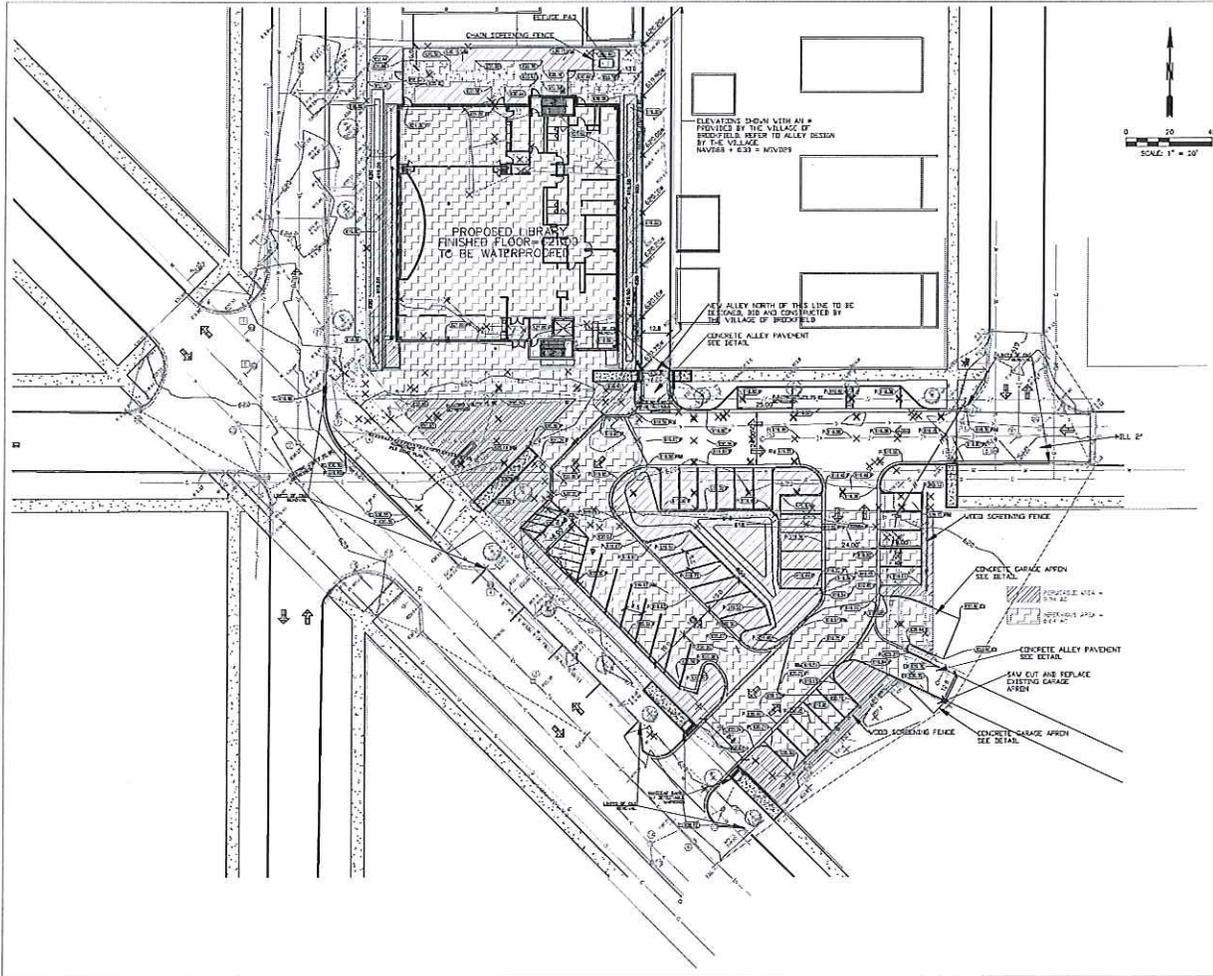
For
 1000 Grand Ave.
 Brookfield, IL 60111

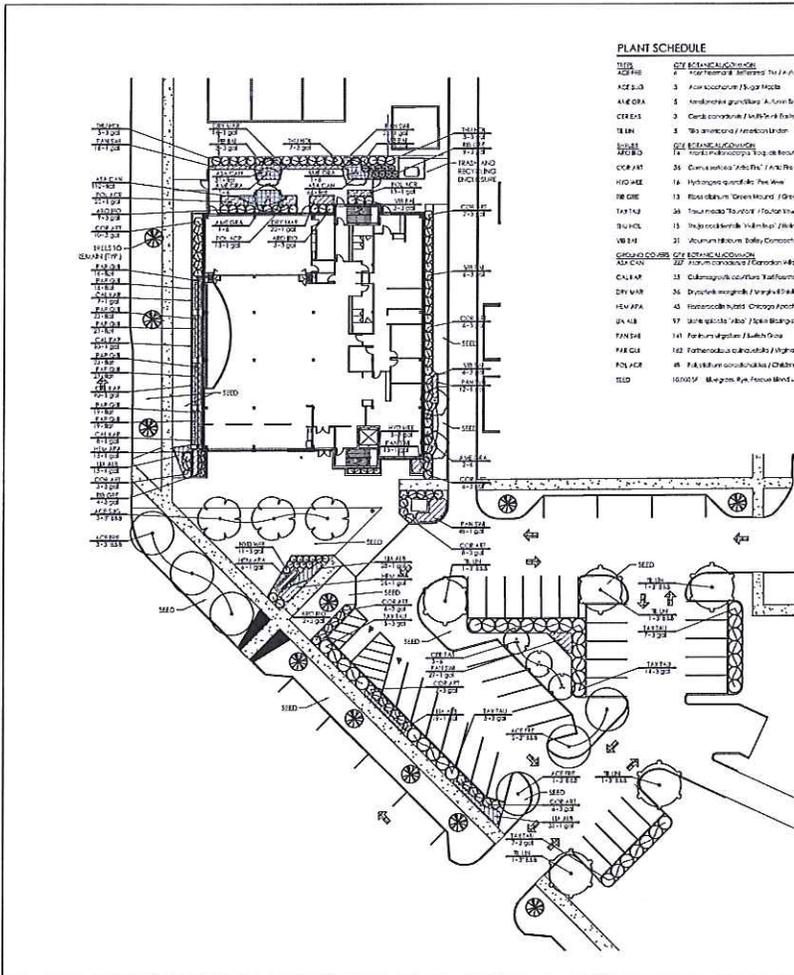
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1	FINAL PLANS DEVELOPMENT SUBMITTAL	04/15/2013
2	REVISED DEVELOPMENT SUBMITTAL	07/26/2013
3	REVISIONS	08/16/2013
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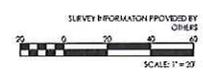
IMPERVIOUS AREA
 H2
 Project: 14074





PLANT SCHEDULE

PLANT	QTY	DESCRIPTION	SIZE	HEIGHT
T110	2	Starburst® Red-Twig Dogwood	3' x 3'	12'
ACE-03	3	Acorn Nutcracker 15-gal Maple	3' x 3'	8'
ALC-01A	5	Amelanchier grandiflora 'Autumn Brilliance' / Autumn Brilliance® Sorberry	4'	4'
CR-01A	3	Carla's Creations® White Birch Rainier Birch	4'	4'
TR-01A	3	'80 American / American Linden	3' x 3'	8'
CO-01A	2	CO-01A	3' x 3'	8'
CO-01B	14	CO-01B	3' x 3'	8'
CO-01C	36	CO-01C	3' x 3'	8'
CO-01D	14	CO-01D	3' x 3'	8'
CO-01E	13	CO-01E	3' x 3'	8'
TR-01B	36	TR-01B	3' x 3'	8'
TR-01C	15	TR-01C	3' x 3'	8'
TR-01D	21	TR-01D	3' x 3'	8'
CO-02A	22	CO-02A	3' x 3'	8'
CO-02B	13	CO-02B	1' x 1'	12'
DR-01A	26	DR-01A	1' x 1'	12'
DR-01B	48	DR-01B	1' x 1'	12'
DR-01C	17	DR-01C	1' x 1'	12'
DR-01D	141	DR-01D	1' x 1'	12'
DR-01E	143	DR-01E	1' x 1'	12'
DR-01F	48	DR-01F	1' x 1'	12'
DR-01G	16,000	DR-01G	1' x 1'	12'



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Landscape Architecture

1260 Jackson Avenue
Suite 110
Naperville, Illinois 60563
Telephone: (630) 435-3134
Fax: (630) 435-3159
www.design-perspectives.net

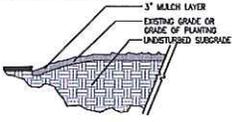
New Library Building

For
brookfield PUBLIC LIBRARY
10000 BROOKFIELD AVENUE, SUITE 100
BROOKFIELD, IL 60089

City of Naperville, Illinois
NO. REVISION DATE
RECEIVED DEVELOPMENT DEPARTMENT 05/24/2018

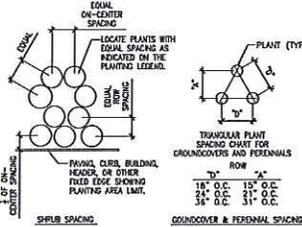
LANDSCAPE PLAN
LP-100

NOTES:
 1. TRENCH EDGE DETAIL SHALL BE USED AT ALL LAWN EDGES AND AT EDGES OF MULCHED AREAS (FOR CONTAINMENT)
 2. TRENCH EDGE SHALL CREATE A CLEAN SEPARATION BETWEEN AREAS, AND SHALL CREATE SMOOTH AND EVEN LINES (AS INDICATED ON PLANS)



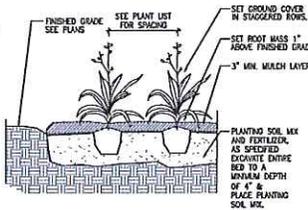
TRENCH EDGE DETAIL

SCALE: 1/2" = 1'-0"



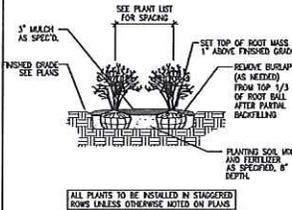
PLANT SPACING DETAIL

SCALE: 1/2" = 1'-0"



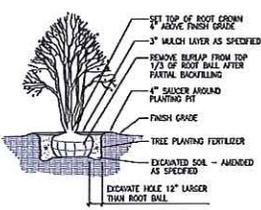
GROUNDCOVER PLANTING

SCALE: 1/2" = 1'-0"



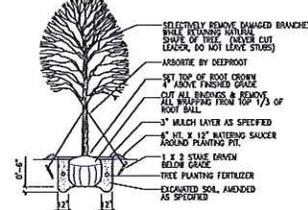
SHRUB PLANTING DETAIL

SCALE: 1/2" = 1'-0"



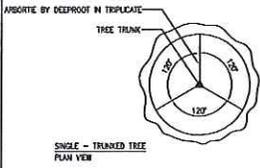
ORNAMENTAL TREE PLANTING

SCALE: 1/2" = 1'-0"



SHADE TREE PLANTING

SCALE: 1/2" = 1'-0"



TREE GUYING DETAIL - SHADE TREE

SCALE: 1/2" = 1'-0"

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES AND STRUCTURES. SEE CONSTRUCTION NOTES.
2. DO NOT WILLFULLY PROCEED WITH PLANTINGS AS DESIGNED WHEN IT IS OBVIOUS THAT OBSTRUCTIONS AND/OR SPACE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING THE DESIGN PROCESS. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER. THE LANDSCAPE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ANY NECESSARY REVISIONS AND COSTS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
3. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUBCONTRACTORS AND/OR SUPPLIERS AS REQUIRED TO ACCOMPLISH PLANTING OPERATIONS.
4. THE LANDSCAPE CONTRACTOR IS TO RECEIVE THE SITE AT +/- 1/10TH OF AN INCH. THE LANDSCAPE CONTRACTOR SHALL OBTAIN A LETTER OF GRADE FROM THE GENERAL CONTRACTOR PRIOR TO BEGINNING WORK.
5. REFER TO SPECIFICATIONS FOR PLANTING REQUIREMENTS, MATERIALS, AND EXECUTION.
6. ALL TREES SHALL BE TAGGED BY THE PROJECT MANAGER AT A NURSERY SELECTED BY THE LANDSCAPE CONTRACTOR OR AT THE DISCRETION OF THE PROJECT MANAGER.
7. FINAL LOCATION OF ALL PLANT MATERIAL SHALL BE SUBJECT TO APPROVAL OF THE PROJECT MANAGER PRIOR TO DIGGING ANY HOLES. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PROVIDING PROJECT MANAGER ADEQUATE ADVANCE NOTICE FOR ON-SITE APPROVALS. THE LANDSCAPE CONTRACTOR IS TO THE FOLLOWING BEFORE BEGINNING INSTALLING PLANTINGS:
 SHRUBS - LAY OUT THE ACTUAL CONTAINERS ON-SITE BEFORE DIGGING HOLES.
 TREES - STAKE THE LOCATIONS BEFORE DIGGING HOLES. ANY TREE PLANTED WITHOUT ITS FINAL LOCATION APPROVED BY THE PROJECT MANAGER MAY BE REQUESTED TO BE RELOCATED AT THE SOLE EXPENSE OF THE LANDSCAPE CONTRACTOR.
8. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER AT LEAST 48 HOURS IN ADVANCE PRIOR TO COMMENCEMENT OF WORK TO COORDINATE PROJECT OBSERVATION SCHEDULES.
9. IF CONFLICTS ARISE BETWEEN THE ACTUAL SIZE OF AREAS ON THE SITE AND THE DRAWINGS, CONTACT THE PROJECT MANAGER FOR RESOLUTION.
10. IT IS THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO FURNISH PLANTS FREE OF PESTS AND/OR DISEASES. PRE-SELECTED OR "PROJECT MANAGER CHOICE" PLANT MATERIAL MUST BE INSPECTED BY THE LANDSCAPE CONTRACTOR AND CERTIFIED PEST AND DISEASE FREE. IT IS THE LANDSCAPE CONTRACTOR'S OBLIGATION TO WARRANT ALL PLANT MATERIAL PER THE SPECIFICATIONS.
11. GROUNDCOVERS AND SHRUBS ARE TO BE TRIANGULARLY SPACED UNLESS INDICATED ON THE PLANS.
12. ALL TREES WITHIN A SPECIES SHALL HAVE MATCHING FORM, UNLESS OTHERWISE NOTED.
13. ALL TREES, SHRUBS AND GROUNDCOVER AREAS (EXCLUDING TURF AND SLOPE AREAS) ARE TO BE MULCHED PER DETAILS.
14. ALL MULCH TO BE SHREDDED HARDWOOD WOODS.
15. TREES SHALL BE SET BACK A MINIMUM OF TEN FEET (10') HORIZONTALLY FROM UTILITY STRUCTURES, INCLUDING, BUT NOT LIMITED TO, MANHOLES, VALVE VAULTS, VALVE BOXES, FIRE HYDRANTS, TRANSFORMERS AND SWITCH GASES. TREES SHALL BE SET BACK A MINIMUM OF FIVE (5') HORIZONTALLY FROM SANITARY SEWER AND WATER SERVICES. CONTRACTOR TO MAKE NECESSARY ADJUSTMENTS UNDER THE APPROVAL OF OWNER. REFER TO CIVIL DRAWINGS PREPARED BY OTHERS.
16. PLANTING RESTRICTIONS: PLANT DURING ONE OF THE FOLLOWING PERIODS. COORDINATE PLANTING PERIODS WITH MAINTENANCE PERIODS TO PROVIDE REQUIRED MAINTENANCE FROM DATE OF SUBSTANTIAL COMPLETION.
 1. SPRING PLANTING: 4/1 - 6/15
 2. FALL PLANTING: 9/1 - 11/1

PLANTING NOTES

SCALE: 1/2" = 1'-0"

New Library Building

For
brookfield PUBLIC LIBRARY
INFORM • INSPIRE • INNOVATE
AL
3001 S W 10th St
Boca Raton, FL 33431

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FINAL REVISED 09/24/15
DATE OF PREPARED 09/24/15

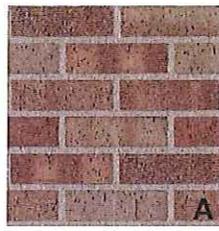
MATERIAL BOARD
PAGE 14074 **A2.02**



SOUTHWEST 3D PERSPECTIVE



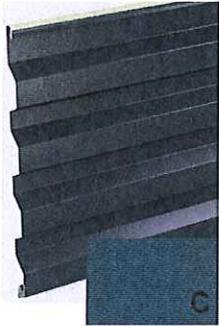
SOUTH ELEVATION



BRICK MANUFACTURER: CLOUD CERAMICS
STYLE: LIGHT AUTUMN, TEXTURE: VELOUR
SIZE: 108MM
MORTAR: NATURAL, RAKED JOINTS



METAL CLAD WOOD WINDOW MULLION
MANUFACTURER: EPIC
COLOR: CEDAR CHEST OR MATCH



METAL PANEL MANUFACTURER: GEYER
STYLE: CS-600 CONCEPT SERIES PANEL
ATTACHMENT: CONCEALED FASTENERS
COLOR: CHARCOAL



BASE MANUFACTURER: CORDOVA STONE
COLOR: ALABASTER FINISH GROUND FACE



METAL PLANT SCREEN MANUFACTURER: MONCHOLS METALS
SEE APPENDIX C FOR BROCHURE DESCRIPTION
COLOR: AGED COPPER



METAL ROOFING MANUFACTURER: PAC CLAD
STYLE: SHARPCAD STANDING SEAM
COLOR: CHARCOAL

NOTE: METAL PANEL & METAL ROOFING COLOR
TO MATCH CHARCOAL

NOTE: REFER TO SAMPLES AND COLOR CHIPS FOR ACTUAL COLORS AS COLOR ON RENDERING ARE APPROXIMATIONS.

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SITE PHOTOMETRY

In order to give engineers a specific foot candle goal, we reviewed the Brookfield Ordinance regarding parking lot and site lighting and found the following:

VILLAGE OF BROOKFIELD

https://www.municode.com/library/il/brookfield/codes/code_of_ordinances?nodeld=COOR_CH46STSIRI-W_ARTVPALO

ARTICLE V. - PARKING LOTS

Sec. 46-284. - Lights.

"Where night parking is permitted in a parking lot, lights shall be installed to prevent pilfering and shall be so focused as not to annoy adjoining property.

(Code 1964, § 24-44; Ord. of 4-1-1963, § 5; Ord. No. 1972-24, § 4, 7-24-1972)"

Since the code lacked quantifiable criteria, we reviewed requirements for neighboring communities and found that each community varies.

VILLAGE OF LA GRANGE PARK

http://www.lagrangepark.org/vertical/sites/%7B84B8C7A6-E0D4-419A-B9AB-402-A81379BFC%7D/uploads/Lagrange_Part14.pdf

EXTERIOR LIGHTING

A. Light Trespass and Distraction

1. No exterior lighting shall glare into, or upon, the surrounding area or any residential premises. In addition, no exterior lighting may be used in any manner that could interfere with the safe movement of motor vehicles on public streets. **The light level shall be no greater than one-half (0.5) footcandle at a residential property line and one (1) footcandle at any non-residential property line or public right-of-way line.**
2. Specifically, the following types of light trespass are prohibited:
 - a. Any light not designed for roadway illumination that produces direct or reflected glare that could disturb the operator of a motor vehicle.
 - b. Any light that may be confused with, or construed as, a traffic control device, except as authorized by state, federal or local government.
 - c. In addition, gas station lighting shall comply with the requirements of Section 11.3.K and screening of drive-through facilities shall comply with Section 11.3.F.



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VILLAG OF LA GRANGE

ARTICLE X PARKING AND LOADING

<http://www.villageoflagrange.com/DocumentCenter/Home/View/168>

3. Design.

(e) Lighting. Fixed lighting shall be provided for all parking lots and garages accommodating more than 10 vehicles. Such lighting shall be so arranged as to prevent direct glare of beams onto any public or private property or streets by the use of luminare cutoffs. All lighting shall be reduced to security levels at all times of nonuse. **In no case shall such lighting exceed three foot candles measured at any lot line.**

The site photometry presented here represents our current design thinking concerning location and style of fixtures and general light levels. We would like the opportunity to meet and further refine the site lighting to accomplish any specific security and safety goals of the Village and Library prior to Bidding and Construction.



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DEVELOPMENT SCHEDULE - STUDIOGC

Timing of bidding and construction below is contingent upon a successful November 2016 referendum and completion of contract documents by March 2017.

- **BIDDING/PERMITTING:** 1.5 months (March 2017 - April 2017)
- **CONSTRUCTION:** 18-21 months (May 2017 - November 2018/February 2019)

- **PHASE I:** 12-14 months
Construction of new library and site work north of Lincoln Ave.
Civil-east and west infiltration swales shall be installed during the first phase of construction and will be routed to the existing storm sewer.

- **PHASE IA:** 1 month
Move in and begin operation in new library.

- **PHASE II:** 4-5 months
Close Lincoln Ave, demolish existing library and prepare site, complete entry plaza, green space and parking.
Civil-construction/installation of the main infiltration pond. Flows from the two infiltration swales will be rerouted to the main pond and the existing storm sewer shall be capped and abandoned.

- **PHASE III:** 1 month
Alley (east of new library) construction by Village contractor.

New Library Building

For
brookfield
PUBLIC LIBRARY
INFORM • INSPIRE • ENGAGE

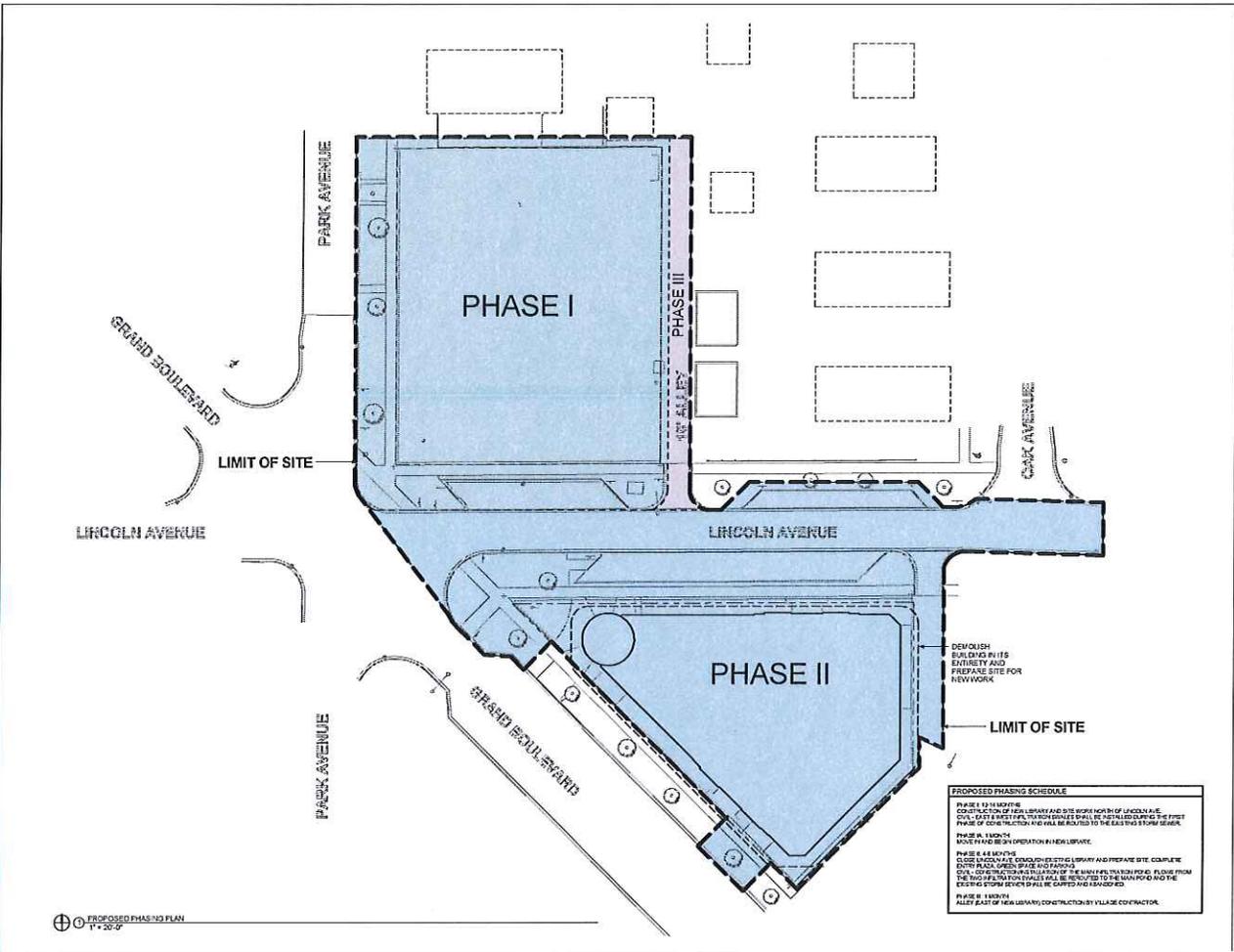
#1
2013 Building
Brookfield, IL 600

PRELIMINARY DOCUMENTS
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NO.	REVISION FOR	DATE
1	FINAL PLAN SET	09/24/13
2	CONTRACT DOCUMENTS	

PROPOSED PHASING
PLAN
Page: 14074 **A3.00**



PROPOSED PHASING SCHEDULE

PHASE I: 12-18 MONTHS CONSTRUCTION OF PHASE I LIBRARY AND SITE WORK NORTH OF LINCOLN AVE. CIVIL, ELECTRICAL, MECHANICAL SHALL BE INSTALLED DURING THE FIRST PHASE OF CONSTRUCTION AND SHALL BE READY TO BE UTILIZED FOR PHASE II.
PHASE II: 18 MONTHS MOST PHASE II CONSTRUCTION BY NEW LIBRARY.
PHASE III: 4-6 MONTHS COMPLETE PHASE III DEMOLITION AND PREPARE SITE COMPLETE EXISTING PLAZA, GREEN SPACE AND PARKING. CIVIL, CONSTRUCTION AND FINISHES OF THE MAIN PHASE II AND III. FLOOD FROM THE TWO PHASING PHASES SHALL BE REQUIRED TO THE MAIN POND AND THE EXISTING STORM SEWER SHALL BE CAPTURED AND MANAGED.
PHASE IV: 18 MONTHS ALLOT EAST OF NEW LIBRARY, CONSTRUCTION BY VILLAGE CONTRACTOR.

PROPOSED PHASING PLAN
1" = 20'-0"

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ADDITIONAL INFORMATION

SUSTAINABLE SOLUTIONS

The specification of materials and systems will not be complete until final construction documents are assembled. However, we plan to employ a number of 'sustainable' or 'green' strategies in the final design solutions of the building that will have long term value.

Landscape

By its very nature, landscaping is a green solution. The use of drought resistant plantings and the lack of an irrigation system will keep potable water usage for plant material low. Use of porous paving materials will allow more natural stormwater drainage.

Structural

The structural system is cast in place concrete footings, foundations and lower level floor slab with a steel frame. Elevated slabs are composite slabs (reinforced concrete on profiled metal deck).

The results of structural steel industry efforts are evident in recent Environmental Protection Agency findings on greenhouse gasses, which show that the iron and steel industry reduced carbon emissions by 47% between 1990 and 2005 along with the highest overall emissions reduction of any major industry of 67%. (By comparison, initiatives such as the Kyoto Protocol would have required U.S. industries to reduce emissions by 5.2% by 2012.)

At the same time, the industry remains the world leader in the use of recycled material and end-of-life recycling, with the recycled content of the structural steel beams and columns produced at U.S. mills averaging 88% and a recycling rate of 98%. The steel industry has also continually pursued methods for reducing energy consumption and has reduced energy intensity per ton of steel by 29% since 1990.

Architectural

Conformance to the Energy Code requires a number of energy saving construction materials and techniques to meet standards including wall and roof insulation values and sealing of exterior skin penetrations. Our specifications typically call for values in excess of minimum requirements. Below are a number of other areas where we often specify products that are considered sustainable. (Divisions are related to sections of the Specification that will eventually be part of the Construction Documents. Conformance to these standards will be required by the Owner-Contractor Agreement.)



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- Division 04: Masonry - The exterior skin is primarily brick and cast stone.

Brick is made from abundant, durable (100 years), natural materials. It is low maintenance, does not off-gas, and can be salvaged and reused. The brick industry has dramatically reduced Btus per pound for extraction and production with only 3.5% post production scrap, most of which is either recycled or put back into the manufacturing process.

Cast Stone is durable and the lack of required maintenance enhances the longevity of the building providing economic benefit to the owner and the community. It is manufactured and delivered to the job-site in the exact quantities limiting waste. (Waste that is produced may be crushed and used as recycled aggregate or fill.) Local manufacture limits energy spent on transportation and the high thermal mass properties optimize the energy performance of a building and mitigate temperature swings. The high Solar Reflective Index (SRI) of Cast Stone helps reduce heat retention and urban heat island effect. Low Volatile Organic Compounds (VOC) emissions support indoor air quality strategies.

- Division 06: Wood - Depending on the situation, we specify straw based particle board, Forest Stewardship Council (FSC) wood and limit the use of hardwood in the design
- Division 07: Thermal - ABAA monitoring and inspection of air barrier will be required. Specification of low VOC (Volatile Organic Compounds) sealants and other fluid applied products. Use of mineral wool insulation where practical in lieu of fiber glass.
- Division 08: Glass and Glazing - Inclusion of higher performing insulated glass (beyond code requirements) for higher performance glazing units. Appropriate, specific use of glass in design for maximum benefit rather than a blanket application of glass as an exterior envelope design solution.
- Division 09: Finishes - Low VOC (Volatile Organic Compounds) paint products are required in Illinois to foster better indoor air quality. We often specify natural, rapidly renewable or recycled floor finishes such as linoleum, bamboo and cork for instance rather than vinyl tile. We include ceiling tile and carpets with recycled content and manufacturers with a recycling program when materials are at the end of life.
- Division 10: Specialty - Plastic toilet partitions using recycled materials can be specified
- Division 14: Conveying Systems - Our current preference is to spec electric traction, machine room-less elevators. These elevators do not require hydraulic fluid and minimizes space requirement.



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Mechanical

Conformance to the Energy Code requires energy saving equipment and design to meet current standards.

The Rooftop Unit will include Variable Frequency Drives for each fan, high efficiency Hi-Turn-down gas burner for heating, high efficiency integral air cooled condensing unit for cooling with digital scroll compressors, 0-100% economizer, and CO₂ based demand controlled ventilation to reduce outside air to only that required by building occupancy.

Fan Powered VAV boxes will be utilized to provide unoccupied heating capability without bringing on the main supply fan. The controls for the VAV (Variable Air Volume) system will use Static Pressure Optimization to keep the fan speed as low as possible.

Occupancy sensors will be utilized to put the Fan Powered VAV boxes into a 'Vacant' mode by turning the fan off but still maintaining temperature setpoint during times when the building is occupied but the room is vacant.

The hot water boilers will be high efficiency condensing type capable of minimum 93% efficiency. The hot water pumps will be variable flow to save energy.

Electrical

To help meet the limited watts per square foot energy code requirements, high efficiency LED lighting will be utilized throughout the building. Occupancy sensors will operate lights only when spaces are occupied.

Plumbing

To reduce water consumption, low flow, plumbing fixtures, including automatic faucets, and flush valves will be utilized throughout the facility.

End: Sustainable Solutions



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SCOPE OF PLAZA USAGE

While short on space, the Brookfield Public Library is already a gathering place and anchor in the community for scores of Brookfield organizations and clubs. With the addition of the future plaza we anticipate being in the position of lending this new outside space to even more community groups, when it is not already in use by the Library.

Library staff members envision using the outdoor plaza for both existing Library classes and events and ones created with the plaza in mind. The Library's STEM offerings, especially its Geeks and Junior Geeks classes with their science based experiments, will be a perfect class for the plaza and will certainly draw the attention of Library members who may not already be familiar with the initiatives. Other examples of events and classes well-suited for the plaza include the musical children's series that accompanies Summer Reading and the Musical Instrument Petting Zoo which is offered in conjunction with Brookfield's Sound Education. In fact many of the Library's regular offerings, weather permitting, may be in a position to switch their location outdoors when the plaza is not being used, including:

- 3D Printing Club
- Robotics Workshops
- The Writer's Workshop
- Knitting Club
- Conversation Café (An ESL practice workshop)
- Several Book Clubs
- Brookfield Zoo Seminars and Talks
- Pint-Sized Picassos!
- Early Literacy Classes for Children

The Friends of the Brookfield Library already occasionally use the space outside the existing Library for their sales and that would certainly continue in the new facility. Brookfield residents also currently sit outside the Library to take advantage of its WiFi access – public bandwidth paid for by the public's tax dollars. This will continue in the future plaza but with better accommodations / seating in a more formal arrangement that could potentially include furnishings with built in solar power supplies for charging laptops, phones and more. And of course, the Library's annual fundraiser would utilize the additional space on one early fall Friday evening each year, weather permitting.

In addition, the outdoor plaza would be well suited for community proclamations, small fairs, and festivals put on by Brookfield's various nonprofit groups and organizations. The Library has always played an active role as community partner and looks forward to expanding possibilities for the community.

END: Scope of Plaza Use



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PUBLIC OUTREACH / COMMUNITY MEETINGS

Public Hearings for Purchase of Former United Methodist Church

In accordance with Illinois statute which requires public bodies to hold one public meeting regarding the purchase or acquisition of property, the Board of Trustees of the Brookfield Public Library held three. The feedback meetings were structured so as to offer daytime, nighttime and weekend meetings to fit with resident schedules. The three meetings took place on:
May 16, 2012 / May 19, 2012 / May 21, 2012

Planning and Zoning Commission Hearings

After the Library's preliminary Planned Unit Development submittal and resulting staff reviews, the plans were heard before the Village of Brookfield's Planning and Zoning Commission on:
July 19, 2012 / November 8, 2012

Village Board of Trustees

With unanimous approval from the Village's Planning and Zoning Commission, the Village Board of Trustees also voted unanimously to approve the Library's preliminary Planned Unit Development on: December 10, 2012 and the Village issued Ordinance No. 2012-72 dated Dec. 10, 2012.

Demolition Meeting with Neighbors

The Library Board of Trustees proactively met with neighbors surrounding the Library and the former Methodist Church property to keep them informed of impending demolition activities. As a result of the meeting, residents were also added to a demolition email list and updated regularly. The demolition meeting took place on: June 18, 2013

Facility Advisory Committee Meetings

Library Trustees formed a resident group called the Facility Advisory Committee to meet monthly with Trustees, staff, the Library's architects and other consultants in an effort to provide input into the Library Improvement Plan. Eighteen (18) meetings have taken place on the following dates:
March 31, 2014 / April 28, 2014 / May 19, 2014 / June 16, 2014 / July 28, 2014 / September 22, 2014 / October 27, 2014 / November 24, 2014 / December 15, 2014 / January 26, 2015 / February 23, 2015 / March 23, 2015 / April 27, 2015 / May 18, 2015 / June 22, 2015 / July 27, 2015 / August 10, 2015 / August 31, 2015



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PLACE 2016

Brookfield Residents from the Facility Advisory Committee have formed a Facilitating Team called PLACE 2016 (Public Library Advancement of Community Engagement) to spearhead Community Engagement Sessions for community-wide input into the Library Improvement Plan.

Co-Chairs are Suzanne Williams, Robert Lifka and Marty McNulty.

PLACE 2016 meetings will take place this fall and continue through the early 2016 winter months. The meetings will take place at St. Barbara's Parish Center since the Library's meeting room capacity is 31 people.

Community Engagement Session 1: Tuesday, October 6
Community Engagement Session 2: Tuesday, November 10

END: Public Outreach / Community Meetings



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AGREEMENTS

Alley Paving

The paving of the north south alley that is east of the proposed library building will be designed, bid, constructed and maintained by the Village of Brookfield. The Library agrees to pay the cost of construction.

ComEd

There are a number of overhead power and utility lines in and around the area of the proposed Planned Development. Burial of these lines will aid construction and create a unified final site that is not divided or restricted by overhead routing.

Members of the Library design team and Village Staff met with Pat Dwyer of ComEd on 9.15.15 to discuss the burial of power lines in close proximity of the proposed library with the purpose of determining feasibility and to get a preliminary understanding of potential costs. (Note: ComEd will not perform engineering for 'proposed' projects. Therefore, all information is preliminary in nature.)

We received confirmation from ComEd that the power lines associated with the poles on the attached sketch can be buried. Costs will be borne by the Library.

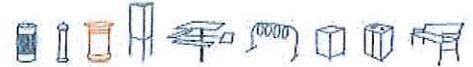
END: Agreements



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APPENDIX A

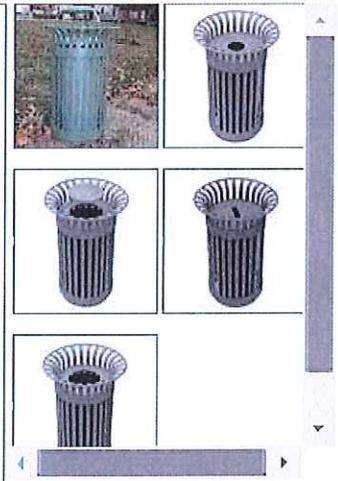
Site Furnishings



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MLWR200-20 Series Brookfield Public Library-trash container



Trash Container, Standard Lid - MLWR200-20-ST

[MLWR200-20](#) | [CONFIGURE & QUOTE](#) | [DOWNLOAD FILES](#) | [COLOR CHART](#) | [COMPLEMENTARY PRODUCTS](#)

MATERIALS

The **MLWR200-20 Trash Container** frame is constructed using heavy duty steel flat bar. A 20 gallon, commercial grade black plastic liner and spun metal lid are provided.

DIMENSIONS

Height: 38.00" (96.5cm)
Diameter: 25.00" (63.5cm)

WEIGHT

170lbs (77kg.)

FINISHES

All steel components are protected with E-Coat Rust Proofing. The Maglin Powdercoat System provides a durable finish on all metal surfaces.

INSTALLATION

The MLWR200-20 Series Trash Containers are delivered pre-assembled. Holes (0.5") are provided in each mounting foot for securing to base. Select Lid Configuration to display a larger image: Model: MLWR200-20-ST



Standard Paper Slot Bottles/Cans



Dome Lid

Options:



Ash Receptacle

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Additional Files for Download:

9/10/2015

MLWR200-20 Trash Container, Litter Receptacle - Maglin Site Furniture

[MAGLIN-MLWR200-20-ST](#)

PDF

[METAL FINISHING PDF](#)

[MAGLIN-MLWR200-20-ST](#)

CSI SPEC

[LID OPTIONS PDF](#)

[MAGLIN-MLWR200-20](#)

DWG

[MLWR200-20 IMAGES](#)

[MAGLIN MLWR200-20-ST](#)

SKETCHUP

[MAGLIN-MLWR200-20](#)

FILE

BIM OBJECTS

STANDARD POWDERCOAT COLORS

FINE TEXTURED (Matte Finish. Preferred for all cast aluminum products.)



SILVER 14
FINETEX



EVERGREEN
FINETEX



BLACK
FINETEX



GUNMETAL
FINETEX



BRONZE 14
FINETEX



SLATE
FINETEX



TITANIUM
FINETEX



CORE TEN
FINETEX

GLOSS



SILVER 14



EVERGREEN



BLACK



GUNMETAL



BRONZE 14

9/10/2015

FORO Table Style 2 - Maglin Site Furniture



MAGLIN™
Site Furniture



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Brookfield Public Library: seasonal plaza furniture



FORO Table, FRT1700-RD-M2-SM-36, Surface Mount, Silver 14 Fine Tex

[FORO](#) | [CONFIGURE & QUOTE](#) | [DOWNLOAD FILES](#) | [COLOR CHART](#) | [COMPLEMENTARY PRODUCTS](#)

MATERIALS

The **FORO Table Style 2** unit is made from solid aluminum casting and H.S. steel tube.

DIMENSIONS

9/10/2015

FORO Table Style 2 - Maglin Site Furniture

TABLE FREE STANDING - FRT1700-RD-M2-FS-36

Table Height: 29.25" (74.3cm)

Table Radius: 36" (91.4cm)

Table Weight: 88.16lbs (39.99kg)

TABLE SURFACE MOUNT - FRT1700-RD-M2-SM-36

Table Height: 29.25" (74.3cm)

Table Radius: 36" (91.4cm)

Table Weight: 87.88lbs (39.86kg)

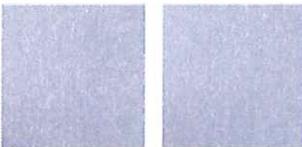
FINISHES

All steel components are protected with E-Coat Rust Proofing. The Maglin Powdercoat System provides a durable finish on all metal surfaces.

INSTALLATION

The FORO Table units are delivered pre-assembled.

Material:



FS Metal

SM Metal

Brookfield Public Library: all site furnihings to have gunmental (dark gray) powdercoat finish

Model: FRT1700-RD-M2-SM-36



ADD TO QUICK QUOTE

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[MAGLIN CUT FRT1700-RD-M2-DB-36](#) PDF

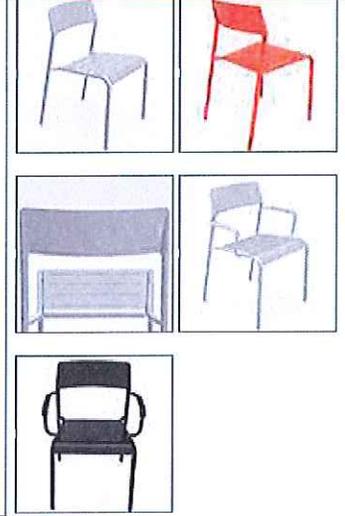
[MAGLIN CUT FRT1700-RD-M2-DBU-](#) PDF

Additional Files for Download:

[METAL FINISHING PDF](#)

[FORO Table and Chair PDF](#)

Brookfield Public Library: seasonal plaza furniture



FORO Chair Style 2, FRC1700-MSF-M2

- FORO CHAIR**
- CONFIGURE & QUOTE
- DOWNLOAD FILES
- COLOR CHART
- COMPLEMENTARY PRODUCTS

MATERIALS

The **FORO Chair Style 2** unit is constructed from steel tube. The seat is laser formed steel. The back is made from solid aluminum casting.

DIMENSIONS

FRC1700-MSF-M2

- Chair Height: 30.9" (78.5cm)
- Chair Length 1: 18.31" (46.6cm)
- Chair Length 2: 19.56" (49.6cm)
- Chair Depth: 21.3" (54.1cm)
- Chair Weight: 16.7lbs (7.6kg)

FRC1700-MSF-M2-A

- Chair Height: 30.9" (78.5cm)
- Chair Length 1: 18.31" (46.6cm)
- Chair Length 2: 19.56" (49.7cm)
- Chair Depth: 21.3" (54.1cm)
- Chair Weight: 19.4lbs (8.8kg)

FINISHES

All steel components are protected with E-Coat Rust Proofing. The Maglin Powdercoat System provides a durable finish on all metal surfaces.

INSTALLATION

The FORO Chair units are delivered pre-assembled.

Material:

Model: FRC1700-MSF-M2





● Metal



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Additional Files for Download:

[METAL FINISHING PDF](#)
[FORO Table and Chair PDF](#)

- [MAGLIN_CUT_FRC1700-MSF-M2](#) PDF
- [MAGLIN_CUT_FRC1700-MSF-M2-A](#) PDF
- [MAGLIN_CSI_FRC1700-MSF-M2](#) CSI SPEC
- [MAGLIN_CSI_FRC1700-MSF-M2-A](#) CSI SPEC
- [MAGLIN_CAD_FRC1700-MSF-M2](#) DWG
- [MAGLIN_CAD_FRC1700-MSF-M2-A](#) DWG
- [MAGLIN_SKP_FRC1700-MSF-M2](#) SKETCHUP FILE
- [MAGLIN_SKP_FRC1700-MSF-M2-A](#) SKETCHUP FILE

Brookfield Public Library: all site furnishings to have gunmetal (dark gray) powdercoat finish

STANDARD POWDERCOAT COLORS

GLOSS



SILVER14



EVERGREEN



BLACK



GUNMETAL



BRONZE14



GRAPHITE



TITANIUM



PEARL SILVER

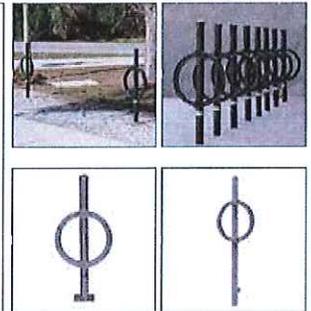
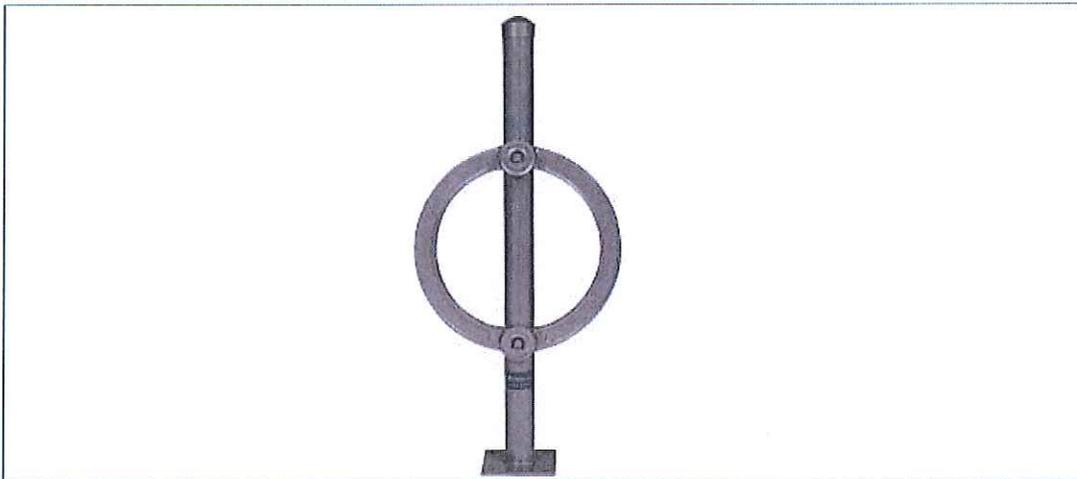


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MBR200 Series

Brookfield Public Library: bike rack



Bike Rack, Surface Mount, Galvanized Finish - MBR200-S-G

[MBR200](#) | [CONFIGURE & QUOTE](#) | [DOWNLOAD FILES](#) | [COLOR CHART](#) | [COMPLEMENTARY PRODUCTS](#)

MATERIALS

The **MBR200 Bicycle Rack** is constructed using H.S. steel tube and an aluminum top casting. Custom raised lettering is also available.

DIMENSIONS

9/10/2015

MBR200 Series Bike Rack, Bicycle Rack - Maglin Site Furniture

Height: 36.00" (91.4cm)
Diameter: 16.75" (42.5cm)

WEIGHT

19lbs (8.6kg.)

FINISHES

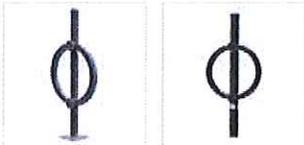
The MBR200 Series bike rack uses a galvanized post with a natural finish on the aluminum ring casting. The Maglin Powdercoat System finish is also available.

INSTALLATION

The MBR200 Series Bike Rack is delivered pre-assembled. It is available with either a surface mount or direct burial installation option.

Select Installation Type to display a larger image:

Model: MBR200-S



Surface Mount Direct Burial

Options:



Galvanized

Lettering



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(PDF, DWG, SKETCHUP, CSI SPEC, BIM OBJECTS)

Additional Files for Download:

- [MAGLIN-MBR200](#) PDF
- [MAGLIN-CAD-MBR200](#) ZIP
- [MAGLIN-MBR200](#) CSI SPEC
- [MAGLIN_MBR200-S](#) SKETCHUP FILE

- [METAL FINISHING PDF](#)
- [INSTALLATION GUIDELINES](#)
- [MBR200 IMAGES](#)

STANDARD POWDERCOAT COLORS

FINE TEXTURED (Matte Finish. Preferred for all cast aluminum products.)



GLOSS



OTHER COLORS AVAILABLE (Charge may apply)

**Refer to [specifications page](#) for full color chart



MLB1200 Series **Brookfield Public Library: bench**



Bench, Wood, Arms - MLB1200-W-A

- [MLB1200](#)
- [CONFIGURE & QUOTE](#)
- [DOWNLOAD FILES](#)
- [COLOR CHART](#)
- [COMPLEMENTARY PRODUCTS](#)

MATERIALS

The **MLB1200 Series Bench** ends are made from solid cast aluminum. The seat and back employ Ipe wood slats or High Density Paper Composite (HDPC).

OPTIONS

- Side Arms
- Skate Deterrent
- Plaques - [Learn more about our corian, aluminum and bronze plaques](#)

DIMENSIONS

Height: 30.50" (77.5cm)
 Length: 70.00" (177.8cm) - Custom lengths are available
 Depth: 23.00" (58.4cm)

WEIGHT

135lbs (61kg.)

FINISHES

All steel components are protected with E-Coat Rust Proofing. The Maglin Powdercoat System provides a durable finish on all metal surfaces. Ipe wood slats are finished with penetrating sealers.

INSTALLATION

The MLB1200 Series Benches are delivered pre-assembled. Holes (0.5") are provided in each mounting foot for securing to base.

Select a material to display a larger image:
 (PC = High Density Paper Composite)

Model: MLB1200-W





Ipe Wood Charcoal PC Sandstone PC

Options:



Side Arms Skate Deterrent



Corian Plaque Bronze Plaque Aluminum Plaque



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(PDF, DWG, SKETCHUP, CSI SPEC, BIM OBJECTS)

Additional Files for Download:

- [METAL FINISHING PDF](#)
- [HDPC PDF](#)
- [PLAQUES PDF](#)
- [MLB1200 IMAGES](#)

- [MAGLIN_MLB1200_SERIES](#) PDF
- [MAGLIN_MLB1200-A_SERIES](#) PDF
- [MAGLIN_MLB1200-W](#) CSI SPEC
- [MAGLIN-MLB1200W](#) DWG
- [MAGLIN_MLB1200-W](#) SKETCHUP
- [MAGLIN-MLB1200W](#) FILE
- [MAGLIN-MLB1200W](#) BIM OBJECTS

STANDARD POWDERCOAT COLORS

FINE TEXTURED (Matte Finish. Preferred for all cast aluminum products.)



HIGH DENSITY PAPER COMPOSITE



WOOD



GLOSS



OTHER COLORS AVAILABLE (Charge may apply)
**Refer to specifications page for full color chart



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APPENDIX B

Site Lighting Fixtures



MRP LED

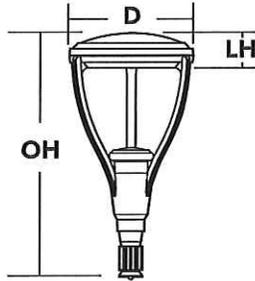
LED Area Luminaire



OMERO

Specifications

EPA:	1.125 ft ² (0.105 m ²)
Luminaire Height:	6-3/8" (16.2 cm)
Overall Height:	32" (81.3 cm)
Diameter:	18" (45.7 cm)
Weight (max):	37.5 lbs (17 kg)



Catalog Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Introduction

The Omero™ family of luminaires blends a traditional round dayform with contemporary, low-profile styling to accent architectural elements in a variety of applications.

The MRP LED combines the latest in LED technology with the designer aesthetic of the Omero™ family for stylish, high-performance illumination that lasts. The MRP LED is ideal for replacing 100-250W metal halide in area lighting applications with typical energy savings of 65% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: MRP LED 42C 700 40K SR5 MVOLT DDBXD

MRP LED		Drive current		Color temperature		Distribution		Voltage		Mounting			
Series	LEDs												
MRP LED	42C 42 LEDs (one engine)	530	530mA	30K	3000K	SR2	Type II	MVOLT ¹	277 ¹	Shipped included (blank) Fits 4"OD round pole	Shipped separately² MRPT30 3-1/2" tenon slipfitter		
		700	700mA	40K	4000K	SR3	Type III	120 ¹	347			Shipped separately² MRPT20 2-3/8" tenon slipfitter MRPT25 2-7/8" tenon slipfitter	MRPT35 4" tenon slipfitter MRPF3 3"OD round pole adapter MRPF5 5"OD round pole adapter ³
		1000	1000mA (1A)	50K	5000K	SR4	Type IV	208 ¹	480				
						SR5	Type V	240 ¹					
Control options						Other options			Finish (required)				
Shipped installed						SF Single fuse (120, 277, 347V) ¹			DDBXD Dark bronze				
PER	NEMA twist-lock receptacle only (no controls)					PNMTDD3	Part night, dim till dawn ⁷		DFLX Double fuse (208, 240, 480V) ¹			DDBTXD Textured dark bronze	
PERS	Five-wire receptacle only (no controls) ⁴					PNMT5D3	Part night, dim 5 hrs ⁷		DNAXD Natural aluminum			DBLXDXD Textured black	
PER7	Seven-wire receptacle only (no controls) ⁴					PNMT6D3	Part night, dim 6 hrs ⁷		DWHXD White			DNATXD Textured natural aluminum	
DMG	0-10V dimming driver (no controls) ⁵					PNMT7D3	Part night, dim 7 hrs ⁷					DWHGXD Textured white	
BL30	Bi-level switched dimming, 30% ^{6,7}												
BL50	Bi-level switched dimming, 50% ^{6,7}												

Accessories

Ordered and shipped separately.

DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V) ⁸
DLL347F 1.5 CUL JU	Photocell - SSL twist-lock (347V) ⁸
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V) ⁸
SCU	Shorting cap ⁸
MRPT20 DDBXD U	2-3/8" tenon slipfitter (specify finish)
MRPT25 DDBXD U	2-7/8" tenon slipfitter (specify finish)
MRPT30 DDBXD U	3-1/2" tenon slipfitter (specify finish)
MRPT35 DDBXD U	4" tenon slipfitter (specify finish)
MRPF3 DDBXD U	3"OD round pole adapter (specify finish)
MRPF5 DDBXD U	5"OD round pole adapter (specify finish) ¹

For more control options, visit [DTL](#) and [ROAM](#) online.

NOTES

- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Single fuse (SF) requires 120 or 277 voltage option. Double fuse (DF) requires 208 or 240 voltage option.
- Also available as a separate accessory; see Accessories information at left.
- Maximum pole wall thickness is 0.156".
- If ROAM® node required, it must be ordered and shipped as a separate line item from Acuity Brands Controls.
- Not available with 347 or 480V.
- Requires an additional switched line.
- Dimming driver standard. Not available with 347V, 480V, SF, DF, PERS or PER7.
- Requires luminaire to be specified with PER option. Ordered and shipped as a separate line item.



Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

LEDs	Drive Current (mA)	System Watts	Dist. Type	40 K (4000 K, 70 CRI)				
				Lumens	B	U	G	LPW
42C (42 LEDs)	530	75W	SR2	6,605	1	2	1	88
			SR3	6,581	1	1	2	88
			SR4	6,537	1	1	2	87
			SR5	6,959	3	1	3	93
	700	100W	SR2	8,026	2	2	2	80
			SR3	7,997	1	2	2	80
			SR4	7,943	1	2	2	79
			SR5	8,456	3	2	3	85
	1000	151W	SR2	9,885	2	2	2	65
			SR3	9,848	2	2	2	65
			SR4	9,782	2	2	2	65
			SR5	10,414	4	2	4	69

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.06
10°C	50°F	1.04
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
40°C	104°F	0.96

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the MRP LED 42C 700 platform in a 25°C ambient, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

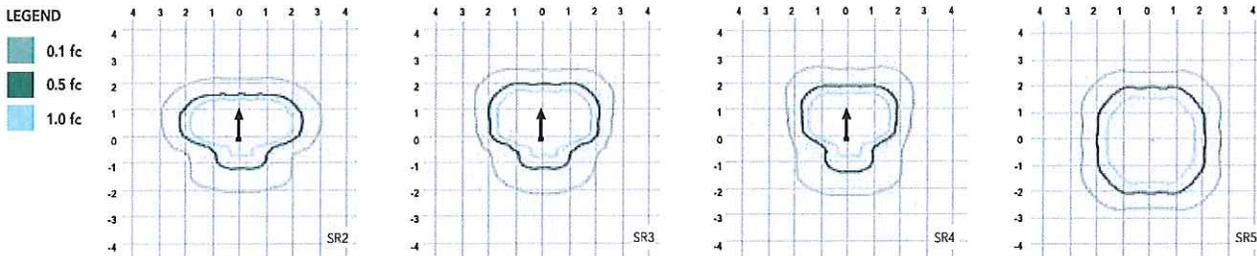
To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	1.0	0.96	0.92	0.85

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's MRP LED homepage.

Isofootcandle plots are considered to be representative of available optical distributions.



FEATURES & SPECIFICATIONS

INTENDED USE

Streets, walkways, parking lots and surrounding areas.

CONSTRUCTION

Single-piece die-cast aluminum housing with nominal wall thickness of .012". Die-cast top access doorframe has impact-resistant, tempered glass lens (3/16" thick). Doorframe is fully gasketed with one-piece tubular silicone.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Standard Super Durable colors include dark bronze, black, natural aluminum and white. Available in textured and non-textured finishes.

OPTICS

Precision acrylic refractive optics for optimum light distribution through the flat glass lens. Light engines are available in standard 4000K or optional 3000K or 5000K (70 CRI) configurations.

ELECTRICAL

Light engine consists of 42 high-efficacy LEDs mounted to a metal-core circuit board and aluminum heat sink, ensuring optimal thermal management and long life. Class 1 electronic driver has a power factor >90%, THD <20%, and has an expected life of 100,000 hours with <1% failure rate. Easily-serviceable surge protection device meets a minimum Category C Low for operation (per ANSI/IEEE C62.41.2).

INSTALLATION

Standard post-top mounting configuration fits into a 4" OD open pole top (round pole only). Multiple options and accessories are available for other mounting needs.

LISTINGS

CSA certified to U.S. and Canadian standards. Luminaire is IP65 rated. Rated for -40°C minimum ambient. U.S. Patent No. D556,357.

WARRANTY

Five year limited warranty. Full warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx.

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.





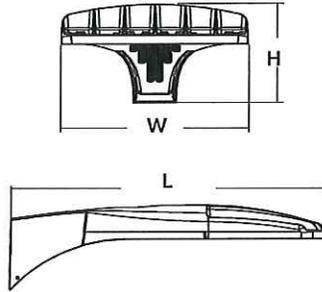
D-Series Size 0 LED Area Luminaire

S 4, 5, 6, 7 & 8 are the same fixture, optics and shields vary to meet specific light trespass requirements per location

d"series

Specifications

- EPA:** 0.8 ft² (.07 m²)
- Length:** 26" (66.0 cm)
- Width:** 13" (33.0 cm)
- Height:** 7" (17.8 cm)
- Weight (max):** 16 lbs (7.25 kg)



Catalog Number	
Notes	
Type	

Hit the Tab key or mouse over the page to see all interactive elements.

Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment.

The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire. The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 400W metal halide with typical energy savings of 65% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX0 LED 40C 1000 40K T3M MVOLT SPA DDBXD

Series	LEDs	Drive current	Color temperature	Distribution	Voltage	Mounting
DSX0 LED	Forward optics	530 530 mA	30K 3000 K (80 CRI min.)	T1S Type I short	TFTM Forward throw medium	MVOLT ⁴
	20C 20 LEDs (one engine)	700 700 mA	40K 4000 K (70 CRI min.)	T2S Type II short	TSVS Type V very short	120 ⁴
	40C 40 LEDs (two engines)	1000 1000 mA (1 A) ²	50K 5000 K (70 CRI)	T2M Type II medium	TSS Type V short	208 ⁴
	Rotated optics¹		AMBPC Amber phosphor converted ³	T3S Type III short	TSM Type V medium	240 ⁴
	30C 30 LEDs (one engine)			T3M Type III medium	TSW Type V wide	277 ⁴
				T4M Type IV medium		347 ⁵
						480 ⁵

- Shipped included**
- SPA Square pole mounting
 - RPA Round pole mounting
 - WBA Wall bracket
 - SPUMBA Square pole universal mounting adaptor⁶
 - RPUMBA Round pole universal mounting adaptor⁶
- Shipped separately⁷**
- KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish)

Control options	Other options	Finish (required)
Shipped installed	Shipped installed	DDBXD Dark bronze
PER NEMA twist-lock receptacle only (no controls) ⁸	HS House-side shield ¹⁶	DBLXD Black
PER5 Five-wire receptacle only (no controls) ^{8,9}	SF Single fuse (120, 277, 347V) ¹⁷	DNAXD Natural aluminum
PER7 Seven-wire receptacle only (no controls) ^{8,9}	DF Double fuse (208, 240, 480V) ¹⁷	DWHXD White
DMG 0-10V dimming driver (no controls) ¹⁰	L90 Left rotated optics ¹	DDBTXD Textured dark bronze
DCR Dimmable and controllable via ROAM [®] (no controls) ¹¹	R90 Right rotated optics ¹	DBLBXD Textured black
PIR Motion sensor, 8-15' mounting height ¹²	DDL Diffused drop lens ¹⁵	DNATXD Textured natural aluminum
PIRH Motion sensor, 15-30' mounting height ¹²		DWHGXD Textured white

Accessories

Ordered and shipped separately.

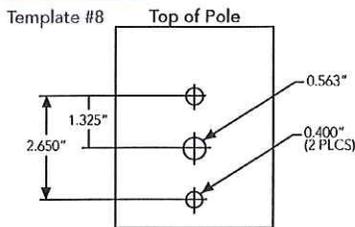
Part Number	Description
DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V) ¹⁴
DLL1347F 1.5 CUL JU	Photocell - SSL twist-lock (347V) ¹⁴
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V) ¹⁴
SCU	Shorting cap ¹⁴
DSX0HS 20C U	House-side shield for 20 LED unit ¹⁴
DSX0HS 30C U	House-side shield for 30 LED unit ¹⁴
DSX0HS 40C U	House-side shield for 40 LED unit ¹⁴
DSX0DDL U	Diffused drop lens (polycarbonate) ¹⁴
PUMBA DDBXD U*	Square and round pole universal mounting bracket adaptor (specify finish)
KMA8 DDBXD U	Mast arm mounting bracket adaptor (specify finish) ⁷

For more control options, visit [DTI](#) and [ROAM](#) online.

- ### NOTES
- 30 LEDs (30C option) and rotated options (L90 or R90) only available together.
 - 1000mA not available with AMBPC.
 - AMBPC only available with 530mA or 700mA.
 - MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Specify 120V, 208V, 240V or 277V options only when ordering with fusing (SF, DF options).
 - Not available with single board, 530mA product (20C 530 or 30C 530). Not available with BL30, BL50 or PNMT options.
 - Available as a separate combination accessory: PUMBA (finish) U; 1.5 G vibration load rating per ANCI C136.31.
 - Must be ordered as a separate accessory; see Accessories information. For use with 2-3/8" mast arm (not included).
 - Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories.
 - If ROAM[®] node required, it must be ordered and shipped as a separate line item from Acuity Brands Controls. Not available with DCR.
 - DMG option for 347V or 480V requires 1000mA.
 - Specifies a ROAM[®] enabled luminaire with 0-10V dimming capability; PER option required. Additional hardware and services required for ROAM[®] deployment; must be purchased separately. Call 1-800-442-6745 or email: sales@roamservices.net. N/A with PIR, PIRH, PER5, PER7, BL30, BL50 or PNMT options.
 - PIR specifies the [SensorSwitch SBGR-10-ODP](#) control; PIRH specifies the [SensorSwitch SBGR-6-ODP](#) control; see [Motion Sensor Guide](#) for details. Dimming driver standard. Not available with PER5 or PER7.
 - Requires an additional switched circuit.
 - Dimming driver standard. MVOLT only. Not available with 347V, 480V, DCR, PER5, PER7 or PNMT options.
 - Dimming driver standard. MVOLT only. Not available with 347V, 480V, DCR, PER5, PER7, BL30 or BL50.
 - Also available as a separate accessory; see Accessories information.
 - Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
 - Requires luminaire to be specified with PER option. Ordered and shipped as a separate line item from Acuity Brands Controls.



Drilling



DSXO shares a unique drilling pattern with the AERIS™ family. Specify this drilling pattern when specifying poles, per the table below.

DM19AS	Single unit	DM29AS	2 at 80° *
DM28AS	2 at 180°	DM39AS	3 at 80° *
DM49AS	4 at 90° *	DM32AS	3 at 120° **

Example: SSA 20 4C DM19AS DDBXO

Visit Lithonia Lighting's [TOOLS CENTER](#) to see our wide selection of poles, accessories and educational tools.

*Round pole top must be 3.15" O.D. minimum.
**For round pole mounting (RPA) only.

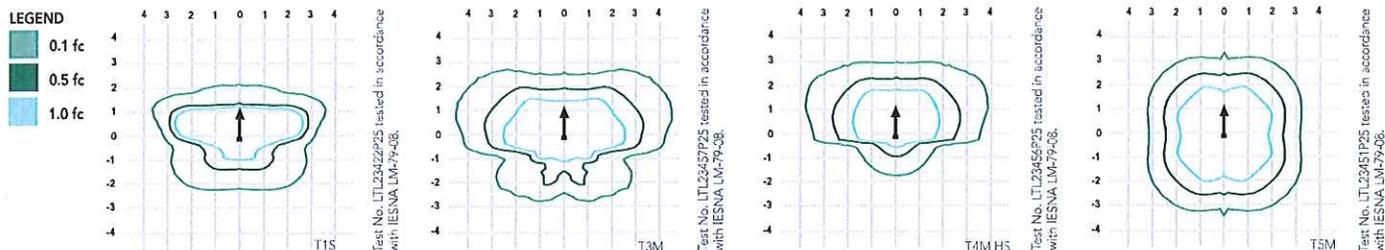
Tenon Mounting Slipfitter **

Tenon O.D.	Single Unit	2 at 180°	2 at 90°	3 at 120°	3 at 90°	4 at 90°
2-3/8"	AST20-190	AST20-280	AST20-290	AST20-320	AST20-390	AST20-490
2-7/8"	AST25-190	AST25-280	AST25-290	AST25-320	AST25-390	AST25-490
4"	AST35-190	AST35-280	AST35-290	AST35-320	AST35-390	AST35-490

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's [D-Series Area homepage](#).

Isofootcandle plots for the DSXO LED 40C 1000 40K. Distances are in units of mounting height (20').



Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient	Lumen Multiplier
0°C / 32°F	1.02
10°C / 50°F	1.01
20°C / 68°F	1.00
25°C / 77°F	1.00
30°C / 86°F	1.00
40°C / 104°F	0.99

Electrical Load

Number of LEDs	Drive Current (mA)	System Watts	Current (A)					
			120	208	240	277	347	480
20C	530	35	0.34	0.22	0.21	0.20	--	--
	700	45	0.47	0.28	0.24	0.22	0.18	0.14
	1000	72	0.76	0.45	0.39	0.36	0.36	0.26
30C	530	52	0.51	0.31	0.28	0.25	--	--
	700	70	0.72	0.43	0.37	0.34	0.25	0.19
	1000	104	1.11	0.64	0.56	0.49	0.47	0.34
40C	530	68	0.71	0.41	0.36	0.33	0.25	0.19
	700	91	0.94	0.55	0.48	0.42	0.33	0.24
	1000	138	1.45	0.84	0.73	0.64	0.69	0.50

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a 25°C ambient, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	DSXO LED 20C 1000			
	1	0.97	0.94	0.90
	DSXO LED 40C 1000			
	1	0.94	0.90	0.84
DSXO LED 40C 700				
1	0.99	0.98	0.96	

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Forward Optics																							
LEDs	Drive Current (mA)	System Watts	Dist. Type	30K (3000 K, 70 CRI)					40K (4000 K, 70 CRI)					50K (5000 K, 70 CRI)					AMBPC (Amber Phosphor Converted)				
				Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
20C (20 LEDs)	530 mA	35W	T1S	3,174	1	0	1	91	3,971	1	0	1	113	4,001	1	0	1	114	2,541	1	0	1	73
			T2S	3,234	1	0	1	92	4,045	1	0	1	116	4,075	1	0	1	116	2,589	1	0	1	74
			T2M	3,171	1	0	1	91	3,967	1	0	1	113	3,997	1	0	1	114	2,539	1	0	1	73
			T3S	3,195	1	0	1	91	3,997	1	0	1	114	4,027	1	0	1	115	2,558	1	0	1	73
			T3M	3,226	1	0	1	92	4,036	1	0	1	115	4,066	1	0	1	116	2,583	1	0	1	74
			T4M	3,210	1	0	1	92	4,015	1	0	1	115	4,045	1	0	1	116	2,570	1	0	1	73
			FTFM	3,173	1	0	1	91	3,969	1	0	2	113	3,999	1	0	2	114	2,540	1	0	1	73
			TSVS	3,310	2	0	0	95	4,140	2	0	0	118	4,172	2	0	0	119	2,650	1	0	0	76
			T5S	3,360	2	0	2	96	4,203	2	0	0	120	4,235	2	0	0	121	2,690	1	0	0	77
			T5M	3,320	2	0	1	95	4,153	3	0	1	119	4,184	3	0	1	120	2,658	2	0	0	76
			TSW	3,327	3	0	1	95	4,161	3	0	1	119	4,193	3	0	1	120	2,663	2	0	1	76
			T1S	3,927	1	0	1	87	4,913	1	0	1	109	4,950	1	0	1	110	3,144	1	0	1	70
	T2S	4,000	1	0	1	89	5,004	1	0	1	111	5,042	1	0	1	112	3,203	1	0	1	71		
	T2M	3,924	1	0	1	87	4,908	1	0	1	109	4,945	1	0	1	110	3,141	1	0	1	70		
	T3S	3,953	1	0	1	88	4,945	1	0	1	110	4,982	1	0	1	111	3,165	1	0	1	70		
	T3M	3,991	1	0	1	89	4,994	1	0	2	111	5,031	1	0	2	112	3,196	1	0	1	71		
	T4M	3,971	1	0	1	88	4,967	1	0	2	110	5,005	1	0	2	111	3,179	1	0	1	71		
	FTFM	3,925	1	0	2	87	4,910	1	0	2	109	4,947	1	0	2	110	3,143	1	0	1	70		
	TSVS	4,095	2	0	0	91	5,122	2	0	0	114	5,161	2	0	0	115	3,278	2	0	0	73		
	T5S	4,157	2	0	0	92	5,200	2	0	0	116	5,239	2	0	0	116	3,328	2	0	0	74		
	T5M	4,107	3	0	1	91	5,138	3	0	1	114	5,177	3	0	1	115	3,288	2	0	1	73		
	TSW	4,116	3	0	1	91	5,148	3	0	1	114	5,187	3	0	1	115	3,295	2	0	1	73		
	T1S	5,387	1	0	1	75	6,739	2	0	2	94	6,790	2	0	2	94							
	T2S	5,488	1	0	1	76	6,865	2	0	2	95	6,917	2	0	2	96							
	T2M	5,382	1	0	2	75	6,733	2	0	2	94	6,784	2	0	2	94							
	T3S	5,423	1	0	1	75	6,784	2	0	2	94	6,835	2	0	2	95							
	T3M	5,475	1	0	2	76	6,850	2	0	2	95	6,901	2	0	2	96							
	T4M	5,447	1	0	2	76	6,814	2	0	2	95	6,866	2	0	2	95							
	FTFM	5,385	1	0	2	75	6,736	1	0	2	94	6,787	1	0	2	94							
	TSVS	5,617	2	0	0	78	7,027	3	0	0	98	7,080	3	0	0	98							
	T5S	5,702	2	0	0	79	7,133	2	0	0	99	7,187	2	0	0	100							
	T5M	5,634	3	0	1	78	7,048	3	0	1	98	7,101	3	0	1	99							
	TSW	5,646	3	0	1	78	7,063	3	0	2	98	7,116	3	0	2	99							
	T1S	6,093	2	0	2	90	7,622	2	0	2	112	7,679	2	0	2	113	4,878	1	0	1	72		
	T2S	6,207	2	0	2	91	7,764	2	0	2	114	7,823	2	0	2	115	4,969	1	0	1	73		
	T2M	6,087	2	0	2	90	7,615	2	0	2	112	7,672	2	0	2	113	4,874	1	0	1	72		
T3S	6,133	1	0	2	90	7,672	2	0	2	113	7,730	2	0	2	114	4,910	1	0	1	72			
T3M	6,193	2	0	2	91	7,747	2	0	2	114	7,805	2	0	2	115	4,958	1	0	2	73			
T4M	6,161	1	0	2	91	7,707	2	0	2	113	7,765	2	0	2	114	4,932	1	0	2	73			
FTFM	6,090	1	0	2	90	7,618	2	0	2	112	7,676	2	0	2	113	4,876	1	0	2	72			
TSVS	6,353	2	0	0	93	7,947	3	0	0	117	8,007	3	0	0	118	5,086	2	0	0	75			
T5S	6,449	2	0	0	95	8,068	3	0	1	119	8,128	3	0	1	120	5,163	2	0	0	76			
T5M	6,372	3	0	1	94	7,971	3	0	2	117	8,031	3	0	2	118	5,102	3	0	1	75			
TSW	6,385	3	0	2	94	7,988	3	0	2	117	8,048	3	0	2	118	5,112	3	0	1	75			
T1S	7,752	2	0	2	85	9,697	2	0	2	107	9,770	2	0	2	107	6,206	2	0	2	68			
T2S	7,897	2	0	2	87	9,878	2	0	2	109	9,953	2	0	2	109	6,322	2	0	2	69			
T2M	7,745	2	0	2	85	9,688	2	0	2	106	9,761	2	0	2	107	6,201	2	0	2	68			
T3S	7,803	2	0	2	86	9,761	2	0	2	107	9,834	2	0	2	108	6,247	1	0	2	69			
T3M	7,879	2	0	2	87	9,856	2	0	2	108	9,930	2	0	2	109	6,308	2	0	2	69			
T4M	7,838	2	0	2	86	9,805	2	0	2	108	9,879	2	0	2	109	6,275	1	0	2	69			
FTFM	7,748	2	0	2	85	9,693	2	0	3	107	9,765	2	0	3	107	6,203	1	0	2	68			
TSVS	8,083	3	0	0	89	10,111	3	0	1	111	10,187	3	0	1	112	6,569	2	0	0	72			
T5S	8,205	3	0	1	90	10,264	3	0	1	113	10,341	3	0	1	114	6,569	2	0	0	72			
T5M	8,107	3	0	2	89	10,142	3	0	2	111	10,218	3	0	2	112	6,491	3	0	1	71			
TSW	8,124	3	0	2	89	10,163	4	0	2	112	10,239	4	0	2	113	6,504	3	0	2	71			
T1S	10,435	2	0	2	76	13,054	3	0	3	95	13,152	3	0	3	95								
T2S	10,630	2	0	2	77	13,297	3	0	3	96	13,398	3	0	3	97								
T2M	10,426	2	0	2	76	13,042	3	0	3	95	13,140	3	0	3	95								
T3S	10,503	2	0	2	76	13,139	2	0	2	95	13,238	2	0	2	96								
T3M	10,606	2	0	2	77	13,267	3	0	3	96	13,367	3	0	3	97								
T4M	10,551	2	0	2	76	13,199	3	0	3	96	13,298	3	0	3	96								
FTFM	10,430	2	0	3	76	13,047	2	0	3	95	13,146	2	0	3	95								
TSVS	10,881	3	0	1	79	13,611	3	0	1	99	13,714	4	0	1	99								
T5S	11,045	3	0	1	80	13,817	3	0	1	100	13,921	3	0	1	101								
T5M	10,914	4	0	2	79	13,652	4	0	2	99	13,755	4	0	2	100								
TSW	10,936	4	0	2	79	13,680	4	0	2	99	13,783	4	0	2	100								



Performance Data

L90 and R90 Rotated Optics

LEDs	Drive Current (mA)	System Watts	Dist. Type	30K (3000 K, 70 CRI)				40K (4000 K, 70 CRI)				50K (5000 K, 70 CRI)				AMBPC (Amber Phosphor converted)							
				Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
				30C (30 LEDs)																			
30C (30 LEDs)	530 mA	52W	T1S	4,797	2	0	2	92	6,001	2	0	2	115	6,046	2	0	2	116	3,841	2	0	2	74
			T2S	4,887	2	0	2	94	6,113	2	0	2	118	6,159	3	0	3	118	3,912	2	0	2	75
			T2M	4,793	2	0	2	92	5,996	3	0	3	115	6,041	3	0	3	116	3,837	2	0	2	74
			T3S	4,829	2	0	2	93	6,041	3	0	3	116	6,086	3	0	3	117	3,866	2	0	2	74
			T3M	4,876	3	0	3	94	6,099	3	0	3	117	6,145	3	0	3	118	3,904	2	0	2	75
			T4M	4,851	3	0	3	93	6,068	3	0	3	117	6,114	3	0	3	118	3,884	2	0	2	75
			TFTM	4,795	3	0	3	92	5,998	3	0	3	115	6,043	3	0	3	116	3,839	2	0	2	74
			TSVS	5,002	2	0	0	96	6,258	2	0	0	120	6,305	2	0	0	121	4,005	2	0	0	77
			TSS	5,078	2	0	0	98	6,352	2	0	0	122	6,400	2	0	0	123	4,065	2	0	0	78
			TSM	5,017	3	0	1	96	6,276	3	0	1	121	6,324	3	0	1	122	4,017	2	0	1	77
			TSW	5,028	3	0	1	97	6,289	3	0	2	121	6,337	3	0	2	122	4,025	3	0	1	77
			T1S	5,975	2	0	2	85	7,474	3	0	3	107	7,530	3	0	3	108	4,783	2	0	2	68
	T2S	6,086	2	0	2	87	7,614	3	0	3	109	7,671	3	0	3	110	4,873	2	0	2	70		
	T2M	5,969	3	0	3	85	7,467	3	0	3	107	7,524	3	0	3	107	4,779	2	0	2	68		
	T3S	6,014	3	0	3	86	7,523	3	0	3	107	7,580	3	0	3	108	4,815	2	0	2	69		
	T3M	6,072	3	0	3	87	7,596	3	0	3	109	7,654	3	0	3	109	4,862	3	0	3	69		
	T4M	6,041	3	0	3	86	7,557	3	0	3	108	7,614	3	0	3	109	4,837	3	0	3	69		
	TFTM	5,972	3	0	3	85	7,471	3	0	3	107	7,527	3	0	3	108	4,781	3	0	3	68		
	TSVS	6,230	2	0	0	89	7,793	3	0	0	111	7,852	3	0	0	112	4,988	2	0	0	71		
	TSS	6,324	2	0	0	90	7,911	3	0	1	113	7,971	3	0	1	114	5,063	2	0	0	72		
	TSM	6,249	3	0	1	89	7,817	3	0	2	112	7,876	3	0	2	113	5,003	3	0	1	71		
	TSW	6,262	3	0	2	89	7,833	3	0	2	112	7,892	3	0	2	113	5,013	3	0	1	72		
	T1S	7,956	3	0	3	76	9,952	3	0	3	96	10,027	3	0	3	96							
	T2S	8,104	3	0	3	78	10,138	3	0	3	97	10,214	3	0	3	98							
T2M	7,949	3	0	3	76	9,943	3	0	3	96	10,018	3	0	3	96								
T3S	8,008	3	0	3	77	10,018	3	0	3	96	10,093	3	0	3	97								
T3M	8,086	3	0	3	78	10,115	4	0	4	97	10,191	4	0	4	98								
T4M	8,044	3	0	3	77	10,063	3	0	3	97	10,139	3	0	3	97								
TFTM	7,952	3	0	3	76	9,948	3	0	3	96	10,022	4	0	4	96								
TSVS	8,296	3	0	0	80	10,377	3	0	1	100	10,455	3	0	1	101								
TSS	8,421	3	0	1	81	10,534	3	0	1	101	10,613	3	0	1	102								
TSM	8,321	3	0	2	80	10,409	4	0	2	100	10,487	4	0	2	101								
TSW	8,338	4	0	2	80	10,430	4	0	2	100	10,509	4	0	2	101								

FEATURES & SPECIFICATIONS

INTENDED USE

The sleek design of the D-Series Size 0 reflects the embedded high performance LED technology. It is ideal for many commercial and municipal applications, such as parking lots, plazas, campuses, and streetscapes.

CONSTRUCTION

Single-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance and future light engine upgrades. The LED driver is mounted in direct contact with the casting to promote low operating temperature and long life. Housing is completely sealed against moisture and environmental contaminants (IP65). Low EPA (0.8 ft) for optimized pole wind loading.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in both textured and non-textured finishes.

OPTICS

Precision-molded proprietary acrylic lenses are engineered for superior area lighting distribution, uniformity, and pole spacing. Light engines are available in standard 4000 K (70 minimum CRI) or optional 3000 K (80 minimum CRI) or 5000 K (70 CRI) configurations. The D-Series Size 0 has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

ELECTRICAL

Light engine(s) configurations consist of high-efficiency LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L96/100,000 hours at 25°C). Class 1 electronic drivers are designed to have a power factor >90%, THD <20%, and an expected life of

100,000 hours with <1% failure rate. Easily serviceable 10kV or 6kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

INSTALLATION

Included mounting block and integral arm facilitate quick and easy installation. Stainless steel bolts fasten the mounting block securely to poles and walls, enabling the D-Series Size 0 to withstand up to a 3.0 G vibration load rating per ANSI C136.31. The D-Series Size 0 utilizes the AERIS™ series pole drilling pattern. Optional terminal block, tool-less entry, and NEMA photocontrol receptacle are also available.

LISTINGS

UL Listed for wet locations. Light engines are IP66 rated; luminaire is IP65 rated. Rated for -40°C minimum ambient. U.S. Patent No. D672,492 S. International patent pending.

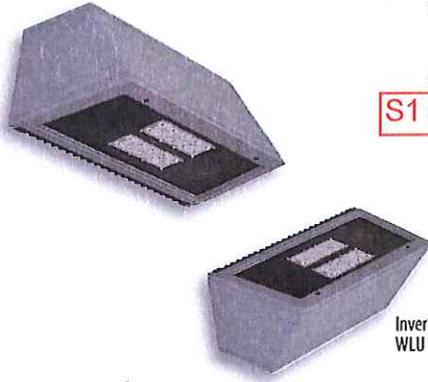
DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org to confirm which versions are qualified.

WARRANTY

Five-year limited warranty. Full warranty terms located at: www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.





Inverted available with WLU option only.

WST LED Architectural Wall Sconce

S1 & 2-same fixture, lens varies



Catalog Number
Notes
Type

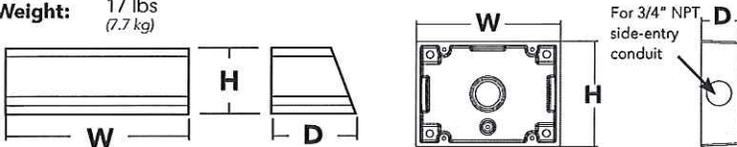
Hit the Tab key or mouse over the page to see all interactive elements.

Specifications Luminaire

Height: 7-1/4" (18.4 cm)
Width: 16-1/4" (41.3 cm)
Depth: 9-1/8" (23.2 cm)
Weight: 17 lbs (7.7 kg)

Optional Back Box (BBW)

Height: 4" (10.2 cm)
Width: 5-1/2" (14.0 cm)
Depth: 1-1/2" (3.8 cm)



Introduction

The classic Architectural Wall Sconce is now available with the latest in LED technology. The result is a long-life, maintenance-free product with typical energy savings of 75% compared to metal halide versions. The integral battery backup option provides emergency egress lighting, without the use of a back-box or remote gear, so installations maintain their aesthetic integrity.

The WST LED is ideal for replacing existing 50 – 175W metal halide wall-mounted products. The expected service life is 20+ years of nighttime use.

Ordering Information

EXAMPLE: WST LED 2 10A700/40K SR3 MVOLT DDBTXD

Series	Light Engines	Performance Package	Distribution	Voltage	Mounting	Options ³	Finish (required)
WST LED	1 One engine (10 LEDs) 2 Two engines (20 LEDs)	700 mA options: 10A700/30K 3000K 10A700/40K 4000K 10A700/50K 5000K	SR2 Type II SR3 Type III SR4 Type IV	MVOLT ¹ 120 ¹ 208 ¹ 240 ¹ 277 ¹ 347 480	Shipped included (blank) Surface mount Shipped separately ² BBW Surface-mounted back box UT5 Uptilt 5 degrees	Shipped installed PE Photoelectric cell, button type ^{4,5} SF Single fuse (120, 277, 347V) ⁴ DF Double fuse (208, 240, 480V) ⁴ DMG 0-10V dimming driver (no controls) ELCW Emergency battery backup ⁶ WLU Wet location door for up orientation ⁷ PIR Motion/ambient light sensor ⁸ DS Dual switching ⁹ Shipped separately VG Vandal guard WG Wire guard	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DSSXD Sandstone DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white DSSTXD Textured sandstone

Emergency Battery Operation

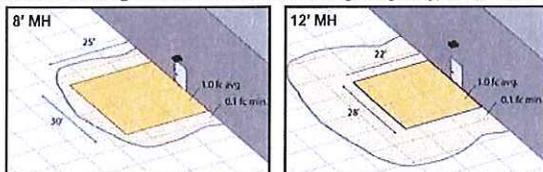
The emergency battery backup (ELCW option) is integral to the luminaire - no external housing required! This design provides reliable emergency operation while maintaining the aesthetics of the product.

All ELCW configurations include an independent secondary driver with an integral relay to immediately detect AC power loss. Dual light engines are wired in parallel so both engines operate in emergency mode and provide additional component redundancy. These design features meet various interpretations of NFPA 70/NEC 2008 - 700.16

The emergency battery will power the luminaire for a minimum duration of 90 minutes (maximum duration of three hours) from the time supply power is lost, per International Building Code Section 1006 and NFPA 101 Life Safety Code Section 7.9, provided luminaires are mounted at an appropriate height and illuminate an open space with no major obstructions.

The examples below show illuminance of 1 fc average and 0.1 fc minimum of the single-engine Type IV product in emergency mode.

WST LED 1 10A700/40K SR4 MVOLT ELCW
10' x 10' Gridlines
8' and 12' Mounting Height



NOTES

- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Specify 120, 208, 240 or 277 options only when ordering with photocell (PE), fusing (SF, DF), or dual switching (DS).
- May also be ordered separately as an accessory. Ex: WSBBW DDBXD U. Must specify finish.
- Must be ordered with fixture; cannot be field installed.
- Not available with MVOLT option. Button photocell (PE) can be ordered with a dedicated voltage option. Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option.
- Not available with 480V option. Not available with motion/ambient light sensor (PIR).
- Integral battery pack is rated for -20° to 60°C operating temperature. ELCW warranty is 3-year period. Not available with 347V or 480V. Not available with WLU.
- WLU not available with PIR or ELCW.
- Specifies the SensorSwitch SFOD-7-ODP control (photocell included); see Motion Sensor Guide for details. Includes ambient light sensor. Not available with "PE" option (button type photocell). Dimming driver standard. Not available with WLU, VG or WG.
- Provides 50/50 luminaire operation via two independent drivers and light engines on two separate circuits. Not available with one engine, MVOLT, ELCW, WLU, SF, or DF. Must specify voltage; voltage must be the same for both drivers. When ordered with photocell (PE) or motion sensor (PIR), only the primary power source leads will be controlled.



Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts.

Light Engines	Drive Current (mA)	Performance Package	System Watts (MVOLT ¹)	Dist. Type	40K (4000K, 70 CRI)				
					Nominal Lumens	B	U	G	LPW
1 (10 LEDs)	700	10A700/-K	24W	SR2	2,005	1	0	1	84
				SR3	2,029	1	0	1	84
				SR4	1,959	1	0	1	82
2 (20 LEDs)	700	10A700/-K	47W	SR2	3,944	1	0	1	84
				SR3	4,028	1	0	1	86
				SR4	3,851	1	0	1	82

1 See electrical load chart for 347/480V system watts.

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient	Lumen Multiplier
0°C	1.10
10°C	1.06
20°C	1.02
25°C	1.00
30°C	0.98
40°C	0.92

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the WST LED 2 10A700 platform in a 25°C ambient, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	1.0	0.94	0.88	0.77

Electrical Load

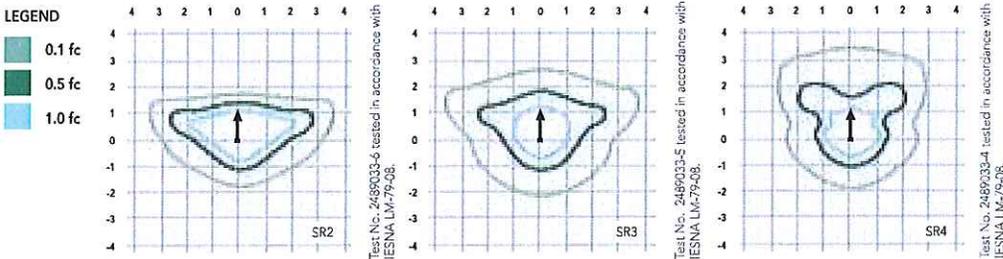
Light Engines	Drive Current (mA)	System Watts	Current (A)					
			120	208	240	277	347	480
1	700	24W	0.24	0.14	0.12	0.1	-	-
		29W ¹	-	-	-	-	0.09	0.07
2	700	47W	0.44	0.27	0.23	0.20	-	-
		53W ¹	-	-	-	-	0.17	0.12

1 Higher wattage is due to electrical losses from step-down transformer.

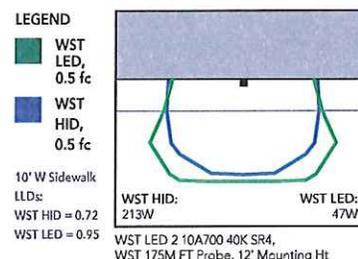
Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's WST LED homepage.

Isfootcandle plots for the WST LED 2 10A700/40K SR2, SR3, and SR4. Distances are in units of mounting height (12").



Distribution overlay comparison to 175W metal halide.



FEATURES & SPECIFICATIONS

INTENDED USE

The classic architectural shape of the WST LED was designed for applications such as hospitals, schools, malls, restaurants, and commercial buildings. The long life LEDs and driver make this luminaire nearly maintenance-free.

CONSTRUCTION

The single-piece die-cast aluminum housing integrates secondary heat sinks to optimize thermal transfer from the internal light engine heat sinks and promote long life. The driver is mounted in direct contact with the casting for a low operating temperature and long life. The die-cast door frame is fully gasketed with a one-piece solid silicone gasket to keep out moisture and dust, providing an IP65 rating for the luminaire.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Standard Super Durable colors include dark bronze, black, natural aluminum, sandstone and white. Available in textured and non-textured finishes.

OPTICS

Precision-molded acrylic lenses are engineered for superior distribution, uniformity, and spacing in wall-mount applications. Light engines are 4000K (70 CRI). The WST LED has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

ELECTRICAL

Light engine(s) consist of 10 high-efficacy LEDs mounted to a metal core circuit board and integral aluminum heat sinks to maximize heat dissipation and promote long life (100,000 hrs at 25°C, L77). Class 2 electronic driver has a power factor >90%, THD <20%. Easily-serviceable surge protection device meets a minimum Category B (per ANSI/IEEE C62.41.2).

INSTALLATION

A universal mounting plate with integral mounting support arms allows the fixture to hinge down for easy access while making wiring connections.

LISTINGS

CSA certified to U.S. and Canadian standards. Light engines are IP66 rated; luminaire is IP65 rated and suitable for wet locations when mounted with the lenses down. WLU option offers wet location listing in "up" orientation. Rated for -30°C minimum ambient.

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org to confirm which versions are qualified.

WARRANTY

Five year limited warranty. Full warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx.

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.



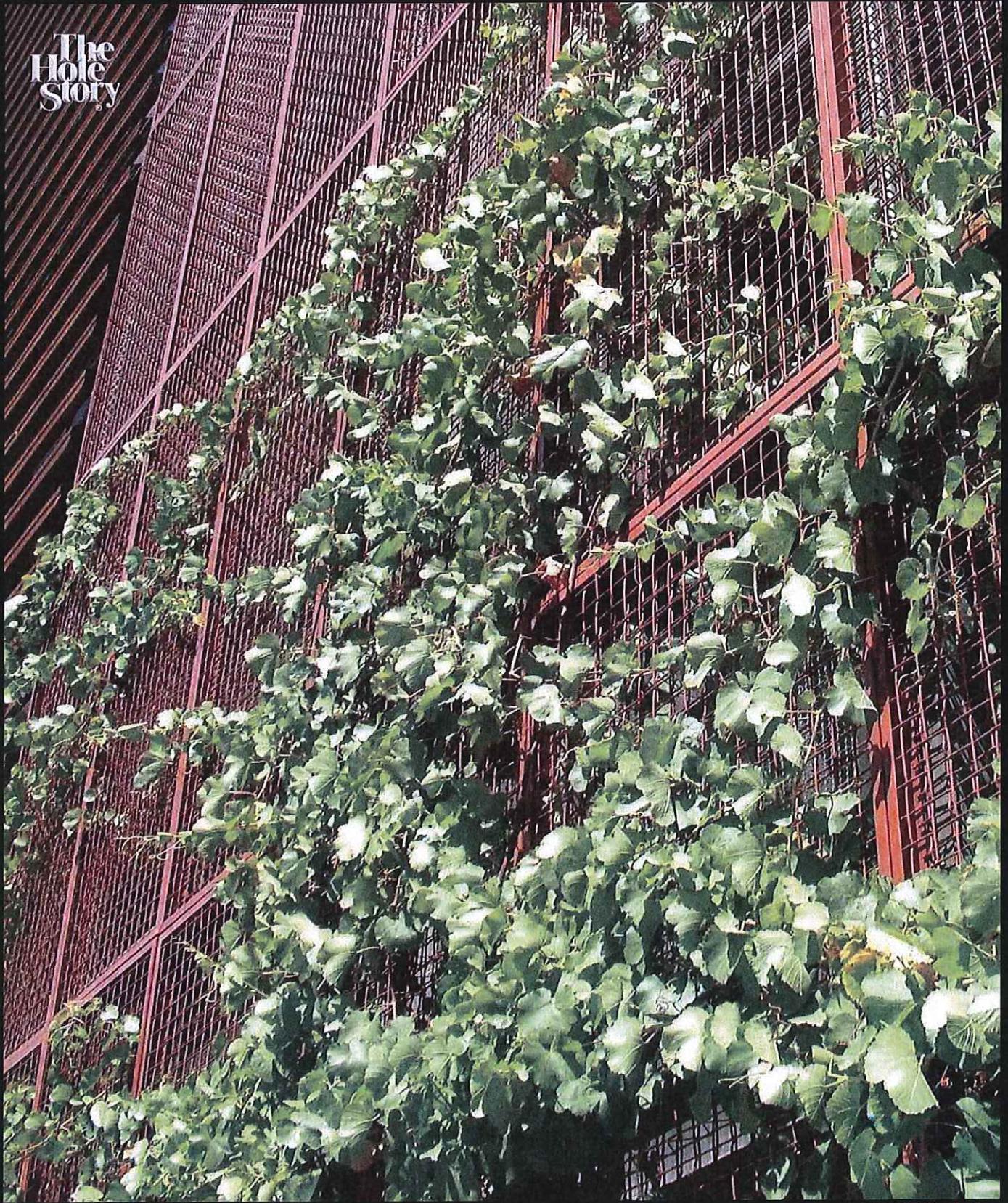


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APPENDIX C

Eco-Mesh

The
Hole
Story



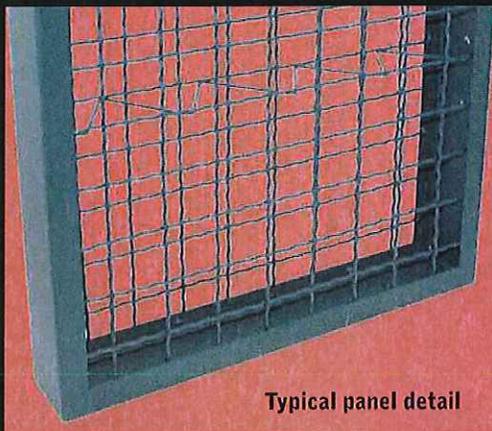
McNICHOLS ECO-MESH® System

McNICHOLS ECO **MESH**®

MODULAR FAÇADE AND TRELLIS SYSTEMS . . .



McNICHOLS® Plant Screens add aesthetic appeal to this exterior wall.



Typical panel detail

McNICHOLS ECO-MESH® System is a modular framework grid typically wall-mounted to exterior structures creating aesthetic living green facades. Grids are commonly used for partitions, canopies, arbors, and around columns for interior and outdoor spaces.

These high quality eco-units are constructed to accommodate a growing space for various plants and vines. The units also may be used for free-standing fencing panels.

Our highly trained Architectural Design Consultants are ready to assist with your next design project. **We look forward to serving you!**



Mounted Trellis



Rock Wall Fencing



Columns



Trellis



Plant Wall



Plant Panels

AESTHETIC PLANT TRELLISES . . .

McNICHOLS ECO-MESH® Modular Wire Mesh Grid Systems offer architects and contractors many aesthetic, sustainable and functional green-build opportunities. Panels are well-suited for both exterior and interior spaces along with modular applications such as fences, canopies and arbors.

McNICHOLS ECO-MESH® System is offered in various wire diameters and opening sizes to provide the ideal environment for vegetation to grow within panel grids with respect to the types of plants and their density. When space is limited and weight restrictions exist, **McNICHOLS ECO-MESH®** Panels are strong and durable while being lightweight with a low framework profile of 2" or 3".



McNICHOLS ECO-MESH® Modular Façade and Trellis Systems help contribute to **LEED** points in conjunction with sustainability in areas covering water efficiency, energy, atmosphere and design credit categories.

Why McNICHOLS ECO-MESH® Screens Are The Best Quality . . .

-  **ECO-MESH®** Screens are made of a heavy .120 woven wire mesh screen with a unique bridge wire for stabilization. The gauge is 2-1/2 times stronger than .080 wire found in competing products. The special intercrimp weave provides the flexibility plant screens require and eliminates broken welds that can occur in other brands.
-  **ECO-MESH®** Screens are framed on four sides by a durable 16 gauge metal channel that is 25% heavier than 18 gauge frames commonly found in other products. Overall, your screen will be more durable with a longer lasting reflection of integrity and quality.
-  **ECO-MESH®** Screens are warranted for 2 years.
-  **ECO-MESH®** Screens have more standard colors than others in a highly durable powder coating, and custom colors are available.
-  Full Design and Installation Services are available.
-  Framework units are modular/moveable.

To provide the durability plants require for years of beauty and low maintenance, specify a high quality **McNICHOLS ECO-MESH®** System. **ECO-MESH®** Screens are the best quality on the market!

PLANTASTIC POSSIBILITIES . . .



FEATURES AND BENEFITS

- "Woven" screen - *no welds to break*
- .120" gauge wire - *2-1/2 times stronger than others*
- Strong and sustainable - *Garners LEED points*
- Highly durable powder coating
- 12 standard colors - *or custom available*
- Framework units - *modular/moveable*

Design, Engineering, and Installation Service Available

PANEL SPECIFICATIONS

Panel Heights: 2' up to 25'
Panel Width: 2' up to 7'
Bridge Wire: .105 standard
Wire diameters: 9, 10, 11 gauge
Mesh openings: 1" x 1" to 3" x 3" (2" is standard)
 Not climbable (1-1/2" centers)
Weave: Woven Intercripp standard, other weaves available
Frame depth: 2" or 3", 16 gauge standard
Material: Plain, pre-galvanized, stainless steel, or aluminum
Finish: Bare or powder coated (environmentally friendly for near zero VOC emissions)
Planter boxes (optional): 3/16" gauge standard
Fasteners or Clips: Standard brackets or clips and stainless fasteners included

Quick Shipment!

Produced to your approved drawings - typically 4 weeks!



For more information on **McNICHOLS ECO-MESH** Products, our highly trained Architectural Design Consultants are available to answer your questions and to assist with your next project. **We look forward to serving you!**

ECO-MESH. Colors*

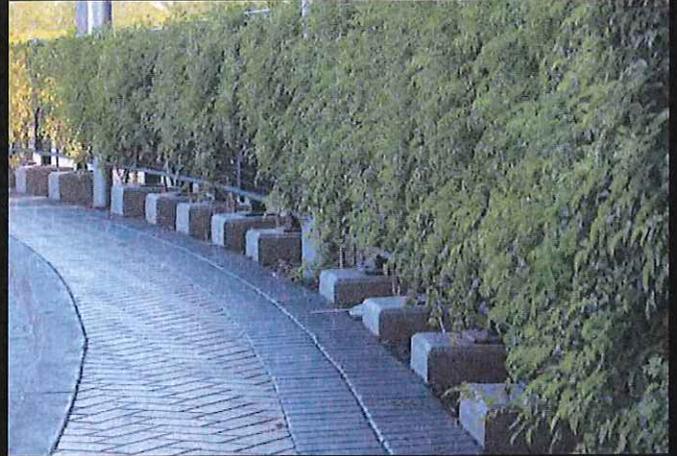


**Custom colors also available, please inquire!*

CUSTOM & RADIUS PANELS . . .



This McNICHOLS® Trellis Unit was constructed to create a captive growth space for a variety of plants.



McNICHOLS ECO-MESH® Products can be "living" green panels designed to conceal and "scape" around objects.



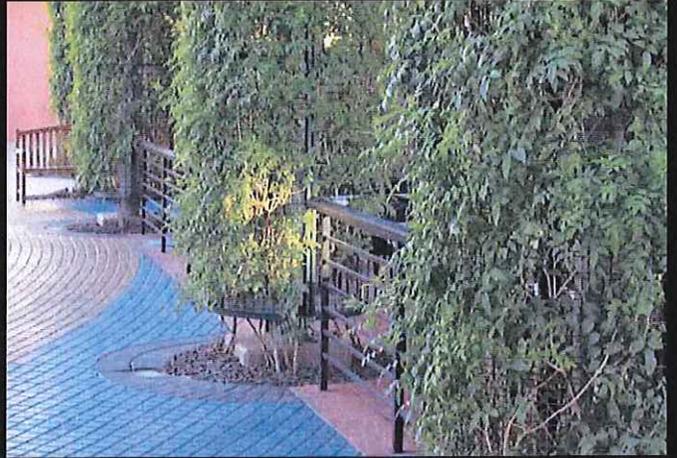
McNICHOLS ECO-MESH® Panels may also be filled with rock to create a unique wall as shown here.



Movable McNICHOLS® Grid Frameworks with planter box bases are easy to set up and maintain.



McNICHOLS® Trellis Frameworks are equally ideal for arbors, canopies, sunshades, and "living" privacy screens.



McNICHOLS ECO-MESH® Panels add natural style to any commercial or residential area.

McNICHOLS ECO-MESH®

MODULAR FAÇADE AND TRELLIS SYSTEMS . . .



More details on **McNICHOLS ECO-MESH®** Products including LEED information may be found at mcnichols.com. Our Architectural Design Consultants are ready to assist you!

The
Hole
Story®

McNICHOLS®
Designer Metals

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Please note that application photos reflected are typical of hole products in use that can be supplied or have been supplied by **McNICHOLS CO.**
Some illustrations may depict uses designed, manufactured, fabricated or installed by others.

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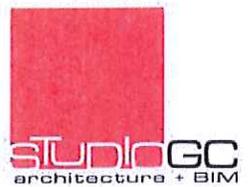
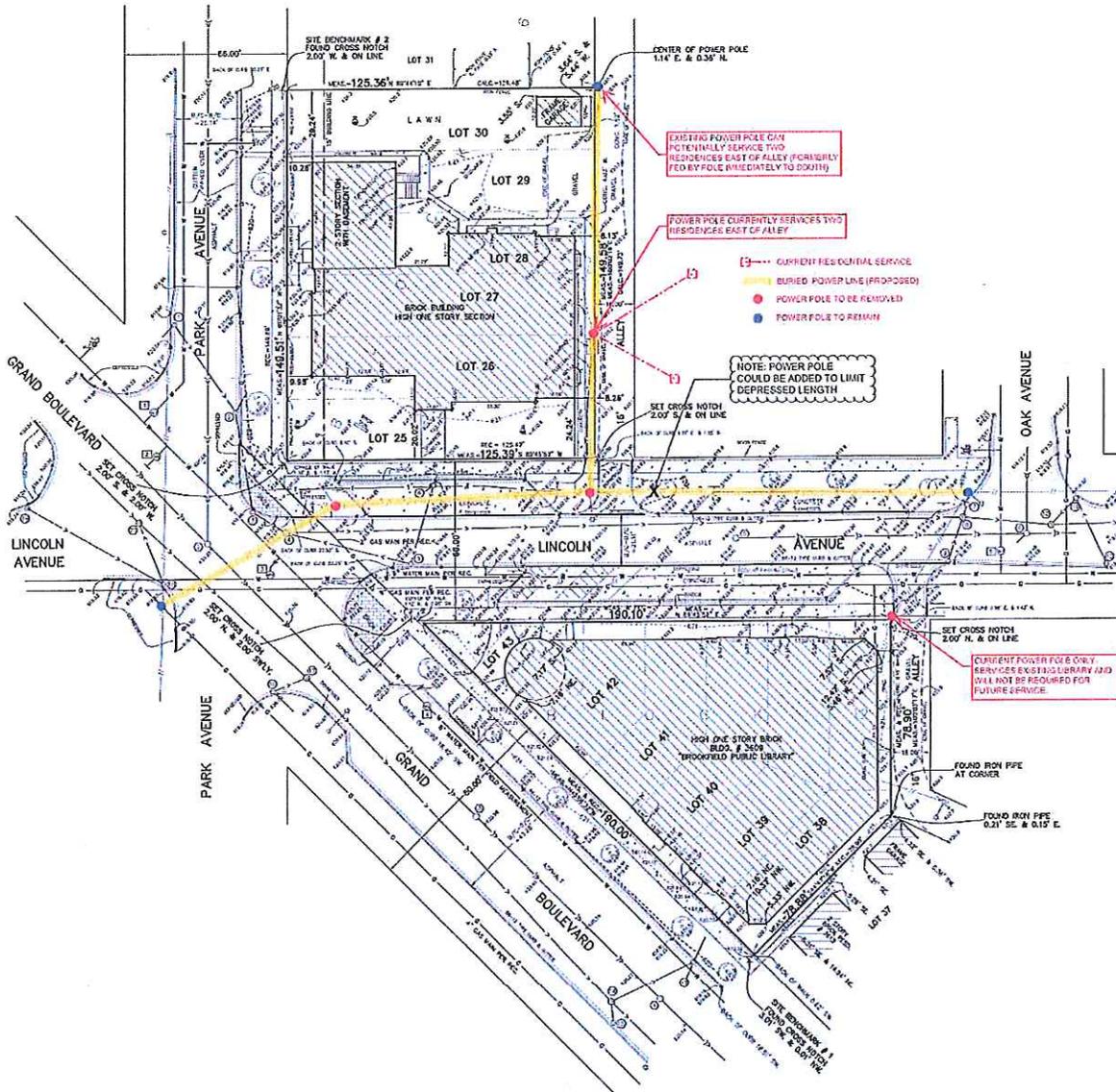


EXHIBIT "C"
POWERLINE BURIAL DIAGRAM



RESOLUTION NO. R-2016- 1023

**A RESOLUTION TO AUTHORIZE THE RELEASE OF CERTAIN EXECUTIVE
SESSION MINUTES OF MEETINGS OF THE BOARD OF TRUSTEES OF THE
VILLAGE OF BROOKFIELD, ILLINOIS**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 14TH DAY OF MARCH 2016**

RESOLUTION NO. R-2016- 1023

A RESOLUTION TO AUTHORIZE THE RELEASE OF CERTAIN EXECUTIVE SESSION MINUTES OF MEETINGS OF THE BOARD OF TRUSTEES OF THE VILLAGE OF BROOKFIELD, ILLINOIS

WHEREAS, the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) requires the Village to keep written minutes of all closed session meetings;

WHEREAS, the Board of Trustees has reviewed certain minutes and has determined that these minutes may be released and made available for public inspection; and

WHEREAS, the Board of Trustees deems it desirable and in the best interest of the Village to release certain executive session minutes for public inspection;

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

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

Section 2: It is hereby determined that it is no longer necessary to protect the public interest or the privacy of an individual by keeping all or part of the following closed session minutes of the board of trustees confidential, and they are hereby made available for public inspection:

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

Minutes to be Released

1. August 28, 2006 (all);
2. June 11, 2007 (partial)
3. January 28, 2008 (partial)
4. October 12, 2009 (partial)
5. April 12, 2010 (partial)
6. September 27, 2010 (all)
7. April 11, 2011 (partial)
8. April 25, 2011 (partial)
9. September 12, 2011 (partial)
10. September 26, 2011 (partial)
11. October 10, 2011 (partial)
12. February 11, 2012 (partial)
13. January 28, 2013 (all)
14. February 25, 2013 (partial)
15. May 28, 2013 (partial)
16. June 10, 2013 (all)
17. July 8, 2013 (partial)
18. July 22, 2013 (partial)
19. October 28, 2013 (partial)
20. November 11, 2013 (partial)
21. November 25, 2013 (partial)
22. January 27, 2014 (partial)
23. February 24, 2014 (partial)
24. March 10, 2014 (partial)
25. April 14, 2014 (partial)
26. April 28, 2014 (partial)
27. May 12, 2014 (partial)
28. May 27, 2014 (all)
29. June 9, 2014 (all)
30. June 23, 2014 (all)
31. July 14, 2014 (all)
32. July 28, 2014 (partial)
33. September 22, 2014 (partial)
34. April 13, 2015 (partial)
35. November 23, 2015 (partial)

Section 3: It is hereby determined that the need for confidentiality still exists as

to all or part of the following closed session minutes:

Minutes to be Retained

- | | |
|--------------------------------|----------------------------------|
| 1. July 25, 2005 (partial) | 35. February 14, 2011 |
| 2. October 24, 2005 | 36. February 28, 2011 |
| 3. March 27, 2006 | 37. March 14, 2011 |
| 4. May 29, 2007 | 38. March 28, 2011 |
| 5. June 11, 2007 (partial) | 39. April 11, 2011 (partial) |
| 6. July 23, 2007 | 40. April 18, 2011 |
| 7. September 10, 2007 | 41. April 25, 2011 (partial) |
| 8. September 24, 2007 | 42. May 9, 2011 |
| 9. October 8, 2007 | 43. May 23, 2011 |
| 10. November 12, 2007 | 44. June 13, 2011 |
| 11. January 28, 2008 (partial) | 45. June 27, 2011 |
| 12. March 24, 2008 | 46. July 11, 2011 |
| 13. April 14, 2008 | 47. September 12, 2011 (partial) |
| 14. April 28, 2008 | 48. September 26, 2011 |
| 15. September 22, 2008 | 50. October 24, 2011 |
| 16. October 13, 2008 | 51. November 14, 2011 |
| 17. April 13, 2009 | 52. November 28, 2011 |
| 18. August 10, 2009 | 53. December 12, 2011 (partial) |
| 19. October 12, 2009 (partial) | 54. January 9, 2012 (partial) |
| 20. November 9, 2009 | 55. January 23, 2012 |
| 21. December 14, 2009 | 56. February 11, 2012 (partial) |
| 22. January 11, 2010 | 57. March 26, 2012 |
| 23. January 25, 2010 | 58. June 11, 2012 |
| 24. February 22, 2010 | 59. September 24, 2012 |
| 25. March 8, 2010 | 60. October 8, 2012 |
| 26. April 12, 2010 (partial) | 61. October 22, 2012 |
| 27. May 10, 2010 | 62. November 26, 2012 |
| 28. August 9, 2010 | 63. January 14, 2013 |
| 29. October 11, 2010 | 64. February 25, 2013 (partial) |
| 30. October 25, 2010 | 65. May 13, 2013 |
| 31. November 8, 2010 | 66. May 28, 2013 (partial) |
| 32. December 13, 2010 | 67. July 8, 2013 (partial) |
| 33. January 10, 2011 | 68. July 22, 2013 (partial) |
| 34. January 24, 2011 | 69. October 28, 2013 (partial) |

70. November 11, 2013 (partial)
71. November 25, 2013 (partial)
72. January 27, 2014 (partial)
73. February 20, 2014 (all)
70. November 11, 2013 (partial)
71. November 25, 2013 (partial)
72. January 27, 2014 (partial)
73. February 20, 2014 (all)
74. February 24, 2014 (partial)
75. March 10, 2014 (partial)
76. April 14, 2014 (partial)
77. April 28, 2014 (partial)
78. May 12, 2014 (partial)
79. July 28, 2014 (partial)
80. August 25, 2014
81. September 8, 2014
82. September 22, 2014 (partial)
83. October 27, 2014
84. December 8, 2014
85. January 12, 2015
86. January 26, 2015
87. February 23, 2015
88. March 9, 2015
89. April 13, 2015
90. April 27, 2015
91. May 26, 2015
92. June 8, 2015
93. July 13, 2015
94. August 24, 2015
95. October 26, 2015
96. November 9, 2015
97. November 23, 2015 (partial)
98. December 14, 2015
99. January 11, 2016
100. January 25, 2016

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

ADOPTED this 14th day of March 2016 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 14th day of March 2016.

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

ATTESTED and filed in my office,
this 14th day of March 2016.

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



Village of Brookfield

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

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

**BROOKFIELD VILLAGE BOARD
COMMITTEE OF THE WHOLE MEETING
Monday, March 28, 2016**

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

AGENDA

- A. **Discussion** – Class 8 & S3 Liquor License Request – Chamber of Commerce Street Dance
- B. **Discussion** – 2016 Public Works Diesel Fueling System Repairs
- C. **Discussion** - Proposed Intergovernmental Agreement Custer Avenue Improvements
- D. **Discussion** – WSMTD Grant Application Update
- E. **Discussion** – Stormwater Pump Station
- F. **Addresses from the Audience** – Any member of the audience who wishes to address the President and Village Board may do so at this time
- G. **Adjournment**

VILLAGE PRESIDENT
Kit P. Ketchmark

VILLAGE CLERK
Brigid Weber

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

VILLAGE MANAGER
Keith R. Sbiral

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

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY

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



COMMITTEE ITEM MEMO

ITEM: Class 8 & S3 Liquor License - Brookfield Chamber of Commerce Street Dance – May 21, 2016

COMMITTEE DATE: March 28, 2016

PREPARED BY: Theresa M. Coady

PURPOSE: Board approval of a Class 8 & S3 Liquor License

BUDGET AMOUNT: N/A

BACKGROUND:

The Brookfield Chamber of Commerce will hold their street dance on May 21st from 5 pm to 11 pm on Broadway west of the circle. They are requesting a liquor license to serve beer and wine at this event. They have held a street dance every year for some time now. It is well attended and there have been no negative incidents.

They will need to provide proof of insurance when the license is picked up. The Chamber will be instructed to check with the building department regarding any food service or erection of tents.

CLASS 8. Authorizes the retail sale of all alcoholic liquors to be consumed on the premises in conjunction with events of short durations such as festivals, picnics, business, open house, banquets, or other special events, either for a structure or an outdoor location. This license is limited to occasions when groups are assembled on the premises for the promotion of some common object other than the sale and consumption of alcoholic liquor.

Issuance of such license shall be granted to schools, churches, hospitals, homes for the aged, indigent or veterans, military or naval station, government group, community or fraternal organization incorporated under a community or fraternal organization incorporated under a general not-for-profit corporation act, or any other public function the Local Liquor Commissioner deems appropriate, provided however, that no applicant may receive such temporary license for more than twelve (12) events per year, each of which may not last longer than three (3) days. This license is exempt from the provisions of Sections 03-30. The license shall state the place and times at which and during which the retail sale may take place.

The fee for such license shall be Thirty Dollars (\$30) unless waived by the Local Liquor Control Commissioner.

Class S3 subsidiary license is required for retail sale of alcoholic liquor on public property including, without limitation, park, playground, public right-of-way or building belonging to or under the control of the Village. This license will only be issued to holders of a Class 8 license

ATTACHMENTS:

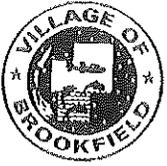
None.

STAFF RECOMMENDATION:

Staff requests the Village Board consider the applicants request for the Class 8 & S3 Liquor License.

REQUESTED COURSE OF ACTION:

An Ordinance to approve this request be prepared and voted on at the April 11, 2016 Village Board Meeting.



COMMITTEE ITEM MEMO

ITEM: 2016 Public Works Diesel Fueling System Repairs
March 28, 2016

BOARD OF TRUSTEES

MEETING DATE:

PREPARED BY: Ken Blaauw, P.E. – Director of Public Works

PURPOSE: Repair to Fuel System Piping

BUDGET AMOUNT: \$65,215.00

BACKGROUND:

On January 3, 2016, the Brookfield Fire Department contacted one of the Public Works mechanics for a weekend callout because an ambulance was not running properly. The Public Works mechanic diagnosed water in the fuel system. The ambulance was repaired and returned to service the same day. After that incident it was determined a total of nine vehicles had contaminated diesel fuel, all of the remaining vehicles were from Public Works. Public Works personnel contacted our fuel system contractor to determine the source of the contaminated fuel. After a system inspection, it was determined that the piping between the underground storage tank and the fuel dispenser was leaking. When the dispenser was used, diesel fuel pumped from the tank was mixing with ground water under the Public Works parking lot as it passed through the leaking pipe.

Since the contaminated fuel was discovered, Public Works and the Fire Department have been fueling vehicles from an above ground storage tank provided by our petroleum supplier. The above ground tank is a short term solution until the underground system is repaired. We cannot keep the above ground tank as a long term solution because we cannot meet the State of Illinois safety requirements for the long term placement of an above ground tank on the Public Works property.

This work was not budgeted for 2016 and it is an unexpected repair that is needed to safety fuel vehicles requiring diesel fuel.

In addition to the tank repair, we have been notified by our fuel system contractor that the software and fuel system terminals are no longer supported by the manufacturer. They request we upgrade the software and the terminals because if the system malfunctions, they cannot provide any tech support.

ATTACHMENTS:

Two proposals are attached.

Attachment #1 is from Accurate Tank and has several options. We propose the following:

- Two days of excavation with support from Public Works to expose piping. Cost \$5000.00
- Proposal work if the line does not test tight. Cost \$32,350.00
- Optional fuel dispenser. Cost \$4880.00
- Contingency for extra work - \$2500.00

Total: \$44730.00

Attachment #2 is an e-mail proposal from Accurate Tank to upgrade the fueling system chip key terminals and the software that supports the fueling system. Our current software is no longer supported by the manufacturer, and to upgrade the software we need to upgrade the fuel pump terminals that read the chip key for each individual vehicle.

- PetroVend K800 Hybrid System - \$17,485.00
- Contingency for extra work - \$3000.00

Total: \$20485.00

Total Proposal Cost: \$65,215.00

STAFF RECOMMENDATION:

Staff recommends the Village Board waive bidding and approve the contract with Accurate Tank at the April 11, 2016 Village Board Meeting.

ACCURATE TANK
204 POPLAR PLACE
NORTH AURORA, IL 60542

Estimate / Contract

Parties

Accurate Tank Construction, Inc. (hereinafter "ATC")

Customer (hereinafter "customer"):

Village of Brookfield
4545 Eberly Ave.
Brookfield, IL 60513

Date: January 4, 2016

Contact: Roman Swierczynski

Phone:

Fax:

Email:

Services

Line
item

Scope of Work / Address

-
- 1 The cost to uncover at the tank, inspect and test the existing underground diesel product piping at the Village of Brookfield Public Works diesel fueling facility includes the following:

-
- Work with owners operator to remove necessary asphalt and concrete from over the existing tank
 - Work with owners vac truck operator to remove gravel from over tank to tank top to uncover existing product piping
 - Once product piping is found, disconnect from tank and test from tank back to dispenser to see if piping is leak free

COST = \$2,500 PER DAY - FIGURE ONE TO TWO DAYS FOR THIS WORK

Possible test results and related work to repair

-If line test tight

- Permit repair with OSFM
- Install new foot valve and suction stub
- Install ball valve to allow for isolation of tank and piping for future pipe testing
- Install 36" poly sleeve around piping entry point into tank including ball valve
- Install 42" composite cover over sleeve
- Pour concrete around new manhole

TOTAL COST OF THIS WORK = \$8,250

ACCURATE TANK TECHNOLOGIES
ACCURATE TANK CONSTRUCTION
204 POPLAR PLACE, NORTH AURORA, IL. 60542
PH; 630 375 6121 FAX; 630 844 0091

If line does not test tight

- Permit for installation of new product piping with OSFM
- Schedule and attend all required inspections with the OSFM
- Remove existing dispenser
- Work with owners operator to excavate over existing piping
- Remove and dispose of existing product and vent piping
- Haul off and dispose of up to 20 ton of contaminated spoils
- Supply and install required dispenser sump
- Supply and install new double walled fiberglass Ameron LCX product piping
- Supply and install new single walled fiberglass vent piping
- Remove and replace fill and tank gauge probe risers
- Supply and install new EBW 5 gallon below grade spill bucket
- Replace existing conduit from building to tank gauge probe
- Provide backfill and work with owners operator to install
- Supply and install new 18" manhole over new probe riser
- Pour up to 200 square foot of concrete around all new manholes and fueling island
- Reset existing dispenser

TOTAL COST = \$32,350

The above cost do not include:

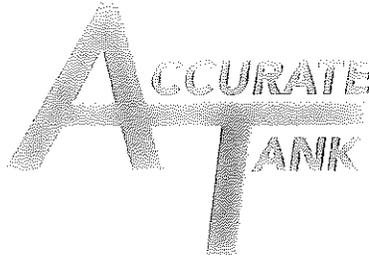
- Any Local permitting
- Dewatering of excavations (Ground water must be below tank top)
- Any asphalt resurfacing (Owner would be responsible for all new asphalt and asphalt patching)
- Supply of excavation equipment (owner to supply back hoe and vac truck as needed)

OPTION

Supply and install new single hose suction dispenser with new hanging hardware and hose retractor to replace the severely worn out existing dispenser

COST = \$4,880

**ACCURATE TANK TECHNOLOGIES
ACCURATE TANK CONSTRUCTION
204 POPLAR PLACE, NORTH AURORA, IL. 60542
PH; 630 375 6121 FAX; 630 844 0091**



PROPOSAL

Customer

Kenneth L. Blaauw, P.E.
Director of Public Works
Village of Brookfield
8820 Brookfield Ave
Brookfield, IL 60513

Office (708) 485 2540 ext 2965
KBlaauw@brookfieldil.gov

March 23, 2016

SCOPE OF WORK

- Remove existing Petro Vend fuel management system.
- Supply and install a OPW/Petro Vend K800 Hybrid system consisting of:
 - FSC3000 Fuel Site Controller - external
 - (2) K.800 Hybrid FIT (Fuel Island Terminal) with pedestal, ChipKey reader, weathershield, 2-hose control
 - Phoenix Plus software
 - Internal modem
- Install the (2) FITs on the fuel island in the same location as the old system. Reconnect existing main power circuits.
- Reconnect existing pump control and pulser wiring from the FITs to the dispensers.
- Reconnect existing phone line to FSC internal modem.
- Install Phoenix Plus software on owner's PC and configure.
- Start-up system, configure parameters and test the system, communication, dispensers and pulsers for proper operation.

Total Price – \$17,485

ASSUMPTIONS:

- No allowance has been made for repairs or upgrades to existing electrical panels, conduits and circuits beyond what is specifically described.
- We will need owner's IT support to install the Phoenix Plus software and establish communications to the Fuel Site Controller.
- Does not include any local permit or contractor license fees.

ACCURATE TANK TECHNOLOGIES, INC | ACCURATE TANK CONSTRUCTION, INC

204 Poplar Place, North Aurora, IL 60542 | Phone: 630-375-6121 | Fax: 630-844-0091 | www accuratetank.com

TERMS:

Payment Terms

- Invoices are payable upon receipt. For all outstanding balances remaining unpaid thirty (30) days after the invoice date shall be subject to interest at the rate of 1.5 percent per month, or the maximum permissible under applicable law, whichever is less, starting from the invoice date and continuing until paid in full. In the event customer fails to pay any outstanding balance, customer shall be responsible to pay for Accurate Tank collection costs (including reasonable attorney fees and court costs). Payments received will be applied first to collection costs, if any, second to accrued interest, and the balance of the payment to any unpaid fees for contract services.

Insurance, Liability and Indemnity:

- Accurate Tank carries worker's compensation insurance and such coverage under public liability and property damage insurance policies that Accurate Tank deems to be adequate. Certificates for all such policies of insurance shall be provided to customer upon written request.
- Customer agrees that Accurate Tank's total liability to customer for any losses or damages arising out of this contract from any cause including Accurate Tank's strict liability, breach of contract or negligence, errors or omissions shall not exceed Accurate Tank's total fee for the services rendered under this contract.
- Customer shall indemnify, defend and hold harmless Accurate Tank and its subcontractors and agents, officers, directors and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the services or work of Accurate Tank under this contract. To the fullest extent permitted by law, such indemnification shall apply regardless of breach of contract or strict liability of Accurate Tank. Such indemnification shall not apply to the extent such claims; damages, losses or expenses are finally determined to result from Accurate Tank's sole negligence.

CONDITIONS:

Accurate Tank requires access to the site, dispensers and tanks during the construction process. Any delays or shutdowns resulting from; site and tank preparation, local permitting requirements, strikes, picketing, or any unforeseen circumstances, a mobilization charge will apply for each incident. Should any delay or shutdown impact the work from occurring on the scheduled date, Accurate Tank will advise the customer of the next available date for which the work can be restarted.

Prices are valid for 30 days from proposal date.

- **Return Signed Proposal** of all pages via **Fax to 630-844-0091**

Customer Name: _____

Authorized Signature: _____

Date: _____ Purchase Order No.: _____

Steven Trablsy

Date

ACCURATE TANK TECHNOLOGIES, INC | ACCURATE TANK CONSTRUCTION, INC

204 Poplar Place, North Aurora, IL 60542 | Phone: 630-375-6121 | Fax: 630-844-0091 | www accuratetank.com



COMMITTEE ITEM MEMO

ITEM: CUSTER AVENUE IMPROVEMENTS
COMMITTEE DATE: March 18, 2016
PREPARED BY: Derek Treichel, Village Engineer
PURPOSE: Improve Custer Avenue
BUDGET AMOUNT:

BACKGROUND:

Custer Avenue from 47th Street to Ogden Avenue is classified as a collector route and improvements are thereby eligible for federal funding through the WCMC using Surface Transportation Program (STP) funds. The center of Custer Avenue is the village limit between Brookfield and Lyons. The Village of Lyons has approach staff about entering a joint agreement to pay for the costs of improving this section of Custer Avenue. The agreement would cover costs for Phase I Engineering, Design Engineering, Construction, and Construction Engineering. Lyons' village engineer (Frank Novotny & Associates) will provide Phase I and Design Engineering services. Brookfield's village engineer (Hancock Engineering) will provide Construction Engineering services.

Hancock Engineering has provided a letter summarizing the scope of work, estimated costs, and proposed schedule of the project.

ATTACHMENTS:

DRAFT INTERGOVERNMENTAL AGREEMENT BETWEEN BROOKFIELD AND LYONS
LETTER FROM HANCOCK ENGINEERING

STAFF RECOMMENDATION:

The village board enters into an Intergovernmental Agreement with the Village of Lyons to share the construction and engineering costs for improving Custer Avenue from 47th Street to Ogden Avenue.

REQUESTED COURSE OF ACTION:

Village board approves Intergovernmental Agreement at the March 28th board meeting.

March 18, 2016

Mr. Keith Sbiral
Village Manager
Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513

Re: Custer Avenue Improvements

Dear Keith:

Custer Avenue from 47th Street to Ogden Avenue is classified as a collector route and improvements are thereby eligible for federal funding through the WCMC using Surface Transportation Program (STP) funds. The center of Custer Avenue is the village limit between Brookfield and Lyons. The Village of Lyons has approached staff about entering a joint agreement to pay for the costs of improving this section of Custer Avenue. The agreement would cover costs for Phase I Engineering, Design Engineering, Construction, and Construction Engineering. The following is a summary of the Scope of Improvements, Preliminary Estimate of Costs, and the Project Schedule.

Scope of Improvements

The scope of work would include:

- Replacing deteriorated sections of the mainline combined sewer
- Repairing or replacing deteriorated drainage structures
- Replacing the curb and gutter with 12" of widening on each side of the street
- Installing handicap accessible sidewalk ramps at intersections and alley returns
- Replacing driveway aprons that are disturbed by construction
- Patching failed areas of pavement
- Milling and resurfacing the pavement with hot-mix asphalt
- Restoring disturbed areas of the parkways with sod

Preliminary Estimate of Costs

The preliminary estimate of costs for these improvements is:

	Village Share	Federal Share	Total Costs
Phase I Engineering	\$85,000.00	\$0.00	\$85,000.00
Design Engineering	\$95,000.00	\$0.00	\$95,000.00
Construction	\$387,675.00	\$1,163,025.00	\$1,550,700.00
Construction Engineering	<u>\$50,000.00</u>	<u>\$150,000.00</u>	<u>\$200,000.00</u>
Total Costs	\$617,675.00	\$1,313,025.00	\$1,930,700.00

Note: The Village Share of costs would be split between Brookfield and Lyons. The approximate Brookfield share of the costs would be \$308,837.50.

Project Schedule

The proposed schedule includes Phase I and Design Engineering being completed in 2016. The target letting date is the January 2017 IDOT letting. This would allow construction to be begin in April 2017. We anticipate that it will take approximately 3 - 4 weeks to complete the construction of these improvements.

Please feel free to contact our office if you should have any questions or require additional information.

Respectfully submitted,

EDWIN HANCOCK ENGINEERING CO.



Derek Treichel, P.E., CFM

cc: Mr. Ken Blaauw, Director of Public Works

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE
VILLAGE OF BROOKFIELD, ILLINOIS, AND THE VILLAGE OF LYONS, ILLINOIS,
FOR IMPROVEMENTS TO CUSTER AVENUE**

This Intergovernmental Agreement (the "Agreement") made this _____ day of March 2016, by and between the Village of Brookfield, an Illinois municipal corporation ("Brookfield") and the Village of Lyons, an Illinois municipal corporation ("Lyons").

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

WHEREAS, Brookfield and Lyons have jurisdiction over Custer Avenue from 47th Street to Ogden Avenue pursuant to Section 2-104 of the Illinois Highway Code (605 ILCS 5/2-104) and are thereby authorized to maintain Custer Avenue from 47th Street to Ogden Avenue;

WHEREAS, the centerline of Custer Avenue from 47th Street to Ogden Avenue is the common corporate boundary line between Brookfield and Lyons. Consequently, Brookfield and Lyons share jurisdiction for the maintenance of Custer Avenue from 47th Street to Ogden Avenue;

WHEREAS, Custer Avenue from 47th Street to Ogden Avenue is classified as a collector route based on criteria established by the Federal Highway Administration (FHWA) and is, therefore, eligible for federal transportation funding;

WHEREAS, Brookfield and Lyons desire to improve the right-of-way of Custer Avenue from 47th Street to Ogden Avenue;

WHEREAS, Lyons has applied to and the application has been approved by the West Central Municipal Conference for the distribution of federal transportation funding for certain costs related to the improvement of the right-of-way of Custer Avenue from 47th Street to Ogden Avenue; and

WHEREAS, Brookfield and Lyons desire to enter into this Agreement to set forth their respective responsibilities regarding the improvements to Custer Avenue from 47th Street to Ogden Avenue;

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

1.0 INCORPORATION AND CONSTRUCTION.

1.1 All recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this Agreement.

1.2 The headings of the paragraphs and subparagraphs of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

2.0 PROJECT DESCRIPTION.

2.1 The improvements to the right-of-way of Custer Avenue consist of the design, construction and site restoration of Custer Avenue from 47th Street to Ogden Avenue (hereinafter referred to as the "Project"). The current Estimate of Costs for the Project is attached hereto marked as Attachment "A" and made a part hereof.

2.2 The Project shall be designed and constructed in strict compliance with the *Standard Specifications for Road and Bridge Construction* adopted April 1, 2016, as supplemented by the applicable Supplemental Specifications and Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted April 1, 2016, all issued by the State of Illinois, Department of Transportation and the "National Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition) supplemented by the "Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition – Revision 1, 2014).

3.0 LYONS' RESPONSIBILITIES.

3.1 Subject to the cost sharing provisions of this Agreement, Lyons shall be solely responsible for undertaking and shall be the lead agency for Phase 1 (Project Development Report) Engineering and Phase 2 (Design) Engineering of the Project including the selection of Project vendors for these phases and compliance with applicable laws.

3.2 Lyons shall obtain all approvals from the Illinois Department of Transportation for Phase 1 (Project Development Report) Engineering and Phase 2 (Design) Engineering of the Project, including, but not limited to, the approval of the hiring of all Project vendors for these phases. Lyons shall comply with the requirements of the Local Government Professional Services Selection Act (50 ILCS 510/0.01) in the selection of the engineering firm and the award of the Preliminary Engineering Agreement for the Phase 2 (Design) Engineering of the Project. In general, the Local Government Professional Services Selection Act requires (1) an advertisement requesting a statement of interest and further requesting statements of qualifications and performance data from those firms interested in submitting the same to Lyons on Lyons' website or a newspaper of general circulation throughout Lyons; (2) written evaluations of the engineering firms submitting letters of interest, taking into account qualifications, ability of professional personnel, past record and experience, performance data on file, willingness to meet time requirements, location, workload of the firm, and such other qualifications-based factors as Lyons determines in writing as applicable; (3) ranking of three firms that Lyons determines to be the most qualified to provide services; (4) written description of the scope of the proposed services to be used as a basis for negotiations of the contract for the engineering services; and (5) a determination in writing of fair and reasonable compensation to be paid to the highest qualified firm. A copy of the proposed Preliminary Engineering Agreement is attached hereto marked as Attachment "B" and made a part hereof.

3.3 Lyons shall pay all Project vendors for Phase 1 (Project Development Report) Engineering and Phase 2 (Design) Engineering of the Project. Lyons shall submit the invoices from the Project vendors for Phase 1 (Project Development Report) Engineering and Phase 2 (Design) Engineering of the Project to the Illinois Department of Transportation for reimbursement under the Surface Transportation Block Grant Program (STBG) program.

3.4 Upon the receipt of invoices from the Project vendors, Lyons shall invoice Brookfield, not more frequently than monthly for the services rendered in the preceding month, for fifty percent (50%) of the local share of the services of all Project vendors for Phase 1 (Project Development Report) Engineering and Phase 2 (Design) Engineering of the Project. The invoices shall describe the invoice period, the services rendered, the hours of services performed for the Project and hourly rate(s) for the services completed.

3.5 Lyons shall submit the design of the Project to Brookfield for its approval and shall not submit the design of the Project to the Illinois Department of Transportation for approval and letting until Brookfield has approved the design of the Project.

3.6 Lyons shall require that its Project vendors providing professional services for the Project procure and maintain professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not to exceed \$50,000 without prior written approval.

3.6.1 The professional liability insurance shall provide indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

3.6.1.1 Preparing, approving or failing to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;

3.6.1.2 Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

3.6.2 If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Project vendor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

3.6.3 Provide a certified copy of the actual policy for review.

3.7 Lyons shall require that the project manual for the Project require the contractor performing work on the Project to obtain and thereafter keep in force for the duration of the Project and for a period of not less than two years following the termination of the Project insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors provided by insurance companies acceptable to Brookfield and Lyons and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. Brookfield and Lyons will accept companies with a rating not lower than A- or better and shall have a financial size category of not less than VII. Coverage shall be written to meet at a minimum the requirements specified in this Article 3.7.

3.7.1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

3.7.1.1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with Lyons and Brookfield named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the

following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 (Exhibit A) or CG 20 26 (Exhibit B) and CG 20 01 04 13 (Exhibit C). CG 20 37 - Completed Operations – (Exhibit D); and

3.7.1.1.1 Owners and Contractors Protective Liability (OCP) policy with Lyons and Brookfield as insured; and

3.7.1.1.2 Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

3.7.1.1.3 Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

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

3.7.2. Minimum Limits of Insurance. Contractor shall maintain limits no less than the following:

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

3.7.2.2. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

3.7.2.3. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3.7.2.4. Workers’ Compensation and Employers’ Liability: Workers’ Compensation coverage with statutory limits and Employers’ Liability limits of \$500,000 per accident.

3.7.2.5. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

3.7.3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Brookfield and Lyons. Should Brookfield and Lyons, in their sole discretion determine that the deductibles or self-insured retentions exceed the amount deemed appropriate by Brookfield and Lyons, at the option of Brookfield and Lyons, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Brookfield and Lyons, their officials, agents, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

3.7.4. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

3.7.4.1. Brookfield and Lyons, their officials, agents, employees and volunteers are to be covered as additional insureds as respects liability arising out of the contractor's activities. The coverage shall contain no special limitations on the scope of protection afforded to Brookfield and Lyons, their officials, agents, employees and volunteers.

3.7.4.2. The contractor's insurance coverage shall be primary as respects Brookfield and Lyons, their officials, agents, employees and volunteers. Any insurance or self-insurance maintained by Brookfield or Lyons, its officials, agents, employees and volunteers shall be in excess of contractor's insurance and shall not contribute with it.

3.7.4.3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Brookfield and Lyons, their officials, agents, employees and volunteers.

3.7.4.4. The contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that contractor's insurance shall apply separately to each insured against which claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.7.4.5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name Brookfield and Lyons, their officials, employees, agents and volunteers as additional insureds.

3.7.4.6. The general liability coverage shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

3.7.4.7. The contractor and all subcontractors shall waive any limitation as to the amount of contribution recoverable against them by Brookfield or Lyons. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

3.7.5. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against Brookfield and Lyons, their officials, employees, agents and volunteers for losses arising from work performed by Contractor for Brookfield or Lyons.

3.7.5.1. NCCI Alternate Employer Endorsement (WC 000301) shall be in place to insure that workers' compensation coverage applies under contractor's coverage rather than Brookfield's or Lyons', if Brookfield or Lyons is borrowing, leasing or in day-to-day control of contractor's employee.

3.7.6. All Coverages.

3.7.6.1. No Waiver. Under no circumstances shall Brookfield or Lyons be deemed to have waived any of the insurance requirements of the Contract by any act or omission, including, but not limited to:

3.7.6.1.1 Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

3.7.6.1.2 Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

3.7.6.2. Each insurance policy required shall have Brookfield and Lyons expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

3.7.7. Verification of Coverage. The contractor shall furnish Brookfield and Lyons with certificates of insurance naming at a minimum Brookfield and Lyons, their officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates

and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by Brookfield and Lyons and are to be received and approved by Brookfield and Lyons before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 (Exhibit A) or CG 20 26 (Exhibit B) and CG 20 01 (Exhibit C) – Primary and Non-Contributory, and CG 20 37 (Exhibit D) – Completed Operations, where required. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsements. Brookfield and Lyons reserve the right to demand full, certified copies of the insurance policies and endorsements. If demanded, the contractor shall promptly furnish Brookfield and Lyons with certified copies of the insurance policies and endorsements demanded. In no event shall any failure of Brookfield or Lyons to receive policies or certificates or to demand receipt be construed as a waiver of the contractor's obligation to obtain and keep in force the required insurance.

3.7.8. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

3.7.9. Assumption of Liability. The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

3.7.10. Termination or refusal to renew shall not be made without 30 days' prior written notice to Brookfield and Lyons by the insurer.

3.7.11. The contractor shall cease work on the Project if the insurance required herein is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the contractor from its obligation to indemnify in excess of the coverage according to the provisions of the Contract.

3.8 Lyons shall require that the project manual for the Project contain the following indemnity/hold harmless provision:

3.8.1. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless Brookfield and Lyons, their officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against Brookfield and Lyons, their officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by

the Contractor, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the negligence, willful or intentional act of Brookfield or Lyons, its employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connections therewith, and, if any judgment shall be rendered against Brookfield or Lyons, its officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Brookfield and Lyons, their officials, employees and agents as herein provided.

To the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of Brookfield or Lyons, may be retained by Brookfield or Lyons to protect themselves against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of Brookfield and Lyons.

3.9 Lyons shall require that the project manual for the Project contain the following safety/loss prevention provision:

3.9.1. Safety/Loss Prevention Program Requirements. The Contractor shall provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and that evidence of completed employee safety training can be provided.

3.9.2. Regulatory Requirements. The Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

3.10 Lyons shall require that the project manual for the Project require the contractor to furnish a performance bond and a labor and material payment bond with good and sufficient sureties in an amount not less than the full amount of the Contract, including the amount of the change order issued herein as the penal sum in a form acceptable to

Brookfield and Lyons. (See the *Public Construction Bond Act* [30 ILCS 550].) The surety shall be acceptable to Brookfield and Lyons and shall waive notice of any changes and extensions of time.

3.11 Lyons shall require that the project manual for the Project require that all wages paid by the contractor; and each subcontractor on the Project shall be in compliance with the Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the revised rate as provided by Brookfield and Lyons shall apply to the contract; and the contractor will not be allowed additional compensation on account of said revisions.

The contractor and each subcontractor shall make and keep, for a period of not less than three (3) years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

The contractor and each subcontractor shall submit monthly, in person, by mail, or electronically a certified payroll to Brookfield and Lyons. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor, which avers that:

3.11.1. Such records are true and accurate;

3.11.2. The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and

3.11.3 The contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon two business days' notice, the contractor and each subcontractor shall make available for inspection the records to Brookfield and Lyons, their officers and agents, and to the Director of Labor and his/her deputies and agents at all reasonable hours at a location within this state. The contractor and each subcontractor shall permit their employees to be interviewed on the job, during working hours, by compliance investigators of Brookfield, Lyons or the Department of Labor.

3.12 Lyons shall require that the project manual for the Project require that the Contractor comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).

3.13 Lyons shall require that the project manual for the Project require that the Contractor comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*).

3.14 Lyons shall require that the project manual for the Project require that steel products, as defined in section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of the Contract or any subcontract shall be manufactured or produced in the United States unless the Village presidents of Brookfield and Lyons certify in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the Department's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the Villages' requirements, or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.

3.15 Lyons shall require that the project manual for the Project require that the Contractor submit a Contractor's Certification. The Contractor shall certify at least the following:

3.15.1 **Illinois Taxes.** The Contractor shall certify that, if it is a partnership, it is not, and its general partners are not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

3.15.2 **Bid Rigging.** The Contractor shall certify that, if it is a partnership, it has not and its general partners have not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

3.15.3 **Drug-free Workplace.** The Contractor shall certify that it will provide a drug-free workplace by:

(1) Publishing a statement:

(a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace;

(b) Specifying the actions that will be taken against employees for violations of such prohibition;

- (c) Notifying the employee that, as a condition of employment on such contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) Establishing a drug-free awareness program to inform employees about:
- (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by subparagraph 3.11.3(1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace;
- (4) Notifying Brookfield and Lyons within ten (10) days after receiving notice under subparagraph 3.11.3(1)(c)2 from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3.15.4 Educational Loan. The Contractor shall certify that, if it is an individual, it is not; if it is a partnership, its general partners are not; and, if it is a

corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

3.15.5 Human Rights Number. The Contractor shall certify that at the time the Contractor submitted a bid on this contract, the Contractor had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

3.15.6 Discrimination. The Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;

3.15.7 Prohibited Interest in Contract. The Contractor shall certify that:

(1) No Brookfield or Lyons officer, spouse or dependent child of a Brookfield or Lyons officer, agent on behalf of any Brookfield or Lyons officer or trust in which a Brookfield or Lyons officer, the spouse or dependent child of a Brookfield or Lyons officer or a beneficiary is a holder of any interest in the Contractor, or

(2) If the Contractor's stock is traded on a nationally recognized securities market, no Brookfield or Lyons officer, spouse or dependent child of a Brookfield or Lyons officer, agent on behalf of any Brookfield or Lyons officer or trust in which a Brookfield or Lyons officer, the spouse or dependent child of a Brookfield or Lyons officer or a beneficiary is a holder of more than one percent (1%) of the Contractor; but if any Brookfield or Lyons officer, spouse or dependent child of a Brookfield or Lyons officer, agent on behalf of any Brookfield or Lyons officer or trust in which a Brookfield or Lyons officer, the spouse or dependent child of a Brookfield or Lyons officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to Brookfield or Lyons in writing the name(s) of the holder of such interest.

3.15.8 Gift Ban.

(1) The Contractor shall certify that no officer or employee of Brookfield has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the

Contractor in violation of Section 2-889 of the Code of Ordinances, Village of Brookfield, Illinois; and

(2) The Contractor shall certify that the Contractor has not given to any officer or employee of Brookfield any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 2-889 of the Code of Ordinances, Village of Brookfield, Illinois.

3.15.9 **Substance Abuse.** The Contractor shall certify that in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

3.15.10 **Patriot Act.** The Contractor shall certify that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

3.16 Lyons shall require that the project manual for the Project contain the following change order provisions:

3.16.1 No Change Order shall be issued to the Contractor unless the corporate authorities of Brookfield and Lyons find, in compliance with Section 33E-9 of the Illinois Criminal Code, that (1) the circumstances said to necessitate the Change Order were not reasonably foreseeable at the time the contract was signed, or (2) the Change Order is germane to the original contract as signed, and (3) the Change Order is in the best interest of Brookfield and Lyons.

3.16.2 No Change Order shall be issued to the Contractor unless the corporate authorities of Brookfield and Lyons find, in compliance with the Public Works Contract Change Order Act, that the change order does not authorize or necessitate an increase in the contract price that is fifty percent (50%) or more of the original contract price and that it does not authorize or necessitate an increase

in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price.

3.16.3 In compliance with the Public Works Contract Change Order Act, no Change Order shall be issued to the Contractor that authorizes or necessitates an increase in the contract price that is fifty percent (50%) or more of the original contract price or that authorizes or necessitates an increase in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price.

3.16.4. Authority to authorize work or approve changes which do not increase the amount payable to the Contractor or which increase the amount payable to the Contractor by not more than \$20,000.00 may be exercised by a written change order issued jointly by the Village Managers of Brookfield and Lyons. Authority to increase the amount payable to the Contractor in all other instances or to extend the Contract Time may only be exercised by written change order jointly signed by the President and authorized by a due and proper vote of the Boards of Trustees of Brookfield and Lyons.

3.17 Lyons shall require that its contracts with Project vendors providing professional services for the Project and the project manual for the Project contain the following record retention provision:

The **[Engineer/Contractor]** shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by **[Engineer/Contractor]** shall be available for review by Brookfield and Lyons. The **[Engineer/Contractor]** shall cooperate with Brookfield and Lyons (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows Brookfield or Lyons to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the **[Engineer/Contractor]** to maintain the books, records and supporting documents required by this section or the failure by the **[Engineer/Contractor]** to provide full access to and copying of all relevant books and records within a time period which allows Brookfield or Lyons to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the party served with the Freedom of Information Act request for the recovery of any funds paid by that party under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

3.18 Lyons shall require that its contracts with Project vendors providing professional services for the Project and the project manual for the Project contain the following equal employment opportunity provision:

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

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

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

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

4. The Contractor will send to each labor organization or representative of workers with which the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or

refuses to cooperate with the Contractor in the Contractor's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, the Contractor will promptly notify the Illinois Department of Human Rights; and the Contractor will recruit employees from other sources when necessary to fulfill its obligations under the contract.

5. The Contractor will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

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

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

3.19 Lyons shall require that its contracts with Project vendors providing professional services for the Project and the project manual for the Project contain the following prohibition of segregated facilities provision:

Prohibition of Segregated Facilities. The Contractor will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom,

or otherwise. The Contractor shall (except where it has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that the Contractor will retain such certifications in its files.

3.20 Lyons shall require that its contracts with Project vendors providing professional services for the Project and the project manual for the Project shall require that the **[Engineer/Contractor]** has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

3.21 Lyons shall not be responsible for or have control over the construction, means, methods, techniques or procedures with respect to any work performed on the Project.

3.22 Lyons hereby grants Brookfield a non-exclusive license ("License") to enter onto, cross over, and use Lyons' portion of the public right-of-way of Custer Avenue from 47th Street to Ogden Avenue for undertaking the Project. The term of the License shall be for a period beginning as of the date of this Agreement and terminating on Brookfield's acceptance, in writing, of the Project. Lyons reserves the right to terminate this License if Brookfield fails to comply with or abide by each and all of the provisions of this Agreement. If Lyons terminates this Agreement or this License, as a result of Brookfield's failure, or the failure of any of its consultants or contractors, to comply with the terms hereof, Brookfield shall be responsible for promptly removing any improvements, temporary structures, fixtures, shelters, attachments, vehicles, equipment, or any other items from the License area and restoring said area to the conditions which existed prior to Brookfield's entry thereon.

4.0 BROOKFIELD'S RESPONSIBILITIES.

4.1 Brookfield shall file the necessary forms with the Illinois Department of Transportation to be substituted as the lead agency and become responsible for undertaking Phase 3 (Construction) of the Project including the selection of Project vendors (Phase 3 Construction Engineering of the Project) and compliance with applicable laws.

4.2 Brookfield shall pay all Project vendors for Phase 3 (Construction) Engineering of the Project. Brookfield shall submit the invoices from the Project vendors for Phase 3 (Construction) Engineering of the Project to the Illinois Department of Transportation for reimbursement under the Surface Transportation Block Grant Program (STBG) program. Lyons shall comply with the requirements of the Local Government Professional Services Selection Act (50 ILCS 510/0.01) in the selection of the engineering firm and the award of the Preliminary Engineering Agreement for the Phase 3 (Construction) Engineering of the Project. In general, the Local Government Professional Services Selection Act requires (1) an advertisement requesting a statement of interest and further

requesting statements of qualifications and performance data from those firms interested in submitting the same to Brookfield on Brookfield's website or a newspaper of general circulation throughout Brookfield; (2) written evaluations of the engineering firms submitting letters of interest, taking into account qualifications, ability of professional personnel, past record and experience, performance data on file, willingness to meet time requirements, location, workload of the firm, and such other qualifications-based factors as Brookfield determines in writing as applicable; (3) ranking of three firms that Brookfield determines to be the most qualified to provide services; (4) written description of the scope of the proposed services to be used as a basis for negotiations of the contract for the engineering services; and (5) a determination in writing of fair and reasonable compensation to be paid to the highest qualified firm.

4.3 Upon the receipt of invoices from the Project vendors, Brookfield shall invoice Lyons, not more frequently than monthly for the services rendered in the preceding month, for fifty percent (50%) of the local share of the services of all Project vendors for Phase 3 (Construction) Engineering of the Project. The invoices shall describe the invoice period, the services rendered, the hours of services performed for the Project and hourly rate(s) for the services completed.

4.4 Brookfield shall require that its Project vendors providing professional services for the Project procure and maintain professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.

4.4.1 The professional liability insurance shall provide indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

4.4.1.1 Preparing, approving or failing to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;

4.4.1.2 Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

4.4.2 If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Project vendor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

4.4.3 Provide a certified copy of the actual policy for review.

4.5 Subject to the cost sharing provisions of this Agreement, the Project shall be let by the Illinois Department of Transportation. Upon receipt of the invoices from the Illinois Department of Transportation for the progress payments to the construction contractor, Brookfield shall be responsible for payment to the Illinois Department of Transportation and shall invoice Lyons for the quantities of the pay items attributable to the work performed in Lyons. For pay items that are attributable to the Project in general, but cannot be allocated to work located in either Brookfield or Lyons, Brookfield shall invoice Lyons for fifty percent (50%) of the quantity of the pay items attributable to the Project in general.

4.6 Brookfield shall not be responsible for or have control over the construction, means, methods, techniques or procedures with respect to any work performed on the Project.

4.7 Brookfield hereby grants Lyons a non-exclusive license ("License") to enter onto, cross over, and use Brookfield's portion of the public right-of-way of Custer Avenue from 47th Street to Ogden Avenue for undertaking the Project. The term of the License shall be for a period beginning as of the date of this Agreement and terminating on Lyons's acceptance, in writing, of the Project. Brookfield reserves the right to terminate this License if Lyons fails to comply with or abide by each and all of the provisions of this Agreement. If Lyons terminates this Agreement or this License, as a result of Lyons's failure, or the failure of any of its consultants or contractors, to comply with the terms hereof, Lyons shall be responsible for promptly removing any improvements, temporary structures, fixtures, shelters, attachments, vehicles, equipment, or any other items from the License area and restoring said area to the conditions which existed prior to Lyons's entry thereon.

4.8 Brookfield shall require that its Project vendors providing professional services for the Project procure and maintain professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not to exceed \$50,000 without prior written approval.

4.8.1 The professional liability insurance shall provide indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

4.8.1.1 Preparing, approving or failing to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;

4.8.1.2 Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

4.8.2 If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Project vendor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

4.8.3 Provide a certified copy of the actual policy for review.

4.9 Brookfield shall require that its contracts with Project vendors providing professional services for the Project contain the following record retention provision:

The **[Engineer/Contractor]** shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by **[Engineer/Contractor]** shall be available for review by Brookfield and Lyons. The **[Engineer/Contractor]** shall cooperate with Brookfield and Lyons (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows Brookfield or Lyons to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the **[Engineer/Contractor]** to maintain the books, records and supporting documents required by this section or the failure by the **[Engineer/Contractor]** to provide full access to and copying of all relevant books and records within a time period which allows Brookfield or Lyons to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the party served with the Freedom of Information Act request for the recovery of any funds paid by that party under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

4.10 Brookfield shall require that its contracts with Project vendors providing professional services for the Project contain the following equal employment opportunity provision:

Equal Employment Opportunity. In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or

remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Contractor agrees as follows:

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

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

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

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

5. The Contractor will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human

Rights Act and the Illinois Department of Human Rights Rules and Regulations.

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

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

4.11 Brookfield shall require that its contracts with Project vendors providing professional services for the Project contain the following prohibition of segregated facilities provision:

Prohibition of Segregated Facilities. The Contractor will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Contractor shall (except where it has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that the Contractor will retain such certifications in its files.

4.12 Brookfield shall require that its contracts with Project vendors providing professional services for the Project that the *[Engineer/Contractor]* has and will have in

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

5.0 INSURANCE AND INDEMNIFICATION.

5.1 Brookfield and Lyons shall each indemnify, hold harmless, and defend the other or any of their officials, employees, or agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expenses of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the negligent and/or willful acts or omissions of the other or their employees, agents and contractors in their performance under this Agreement and/or entry onto the other's property, provided, however, that Lyons shall not be obligated to indemnify, hold harmless and defend Brookfield for any negligent or intentional wrongful acts or omissions by Brookfield officials, employees, agents, contractors or personnel; and Brookfield shall not be obligated to indemnify, hold harmless and defend Lyons for any negligent or intentional wrongful acts or omissions by Lyons officials, employees, agents, contractors or personnel.

5.2 Brookfield and Lyons shall each require each Project vendor responsible for the design, construction or monitoring of the Project to name Brookfield and Lyons as additional insured parties on the Project vendor's liability insurance policy. Further, Brookfield and Lyons require that their Project vendors indemnify, defend and hold harmless Brookfield and Lyons, their officers, employees and elected officials from and against any claims, liability or judgments resulting from or caused by the negligence or willful conduct of such Project vendor.

5.3 Brookfield and Lyons and their Project vendors' above-described indemnification obligations shall survive the termination or expiration of this Agreement.

5.4 Brookfield and Lyons shall each procure and maintain for the duration of the Project and for two years thereafter, self-insurance agreement with a governmental risk pooling agency or commercial insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Project.

5.4.1 Minimum Limits of Insurance. Brookfield and Lyons shall maintain limits no less than:

5.4.1.1 Commercial General Liability: The minimum general aggregate shall be no less than \$10,000,000; \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

5.4.1.2 Automobile Liability: \$10,000,000 combined single limit per accident for bodily injury and property damage.

5.4.1.3 Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$2,500,000 per accident.

6.0 MISCELLANEOUS PROVISIONS.

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

If to Brookfield: Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 6051
Attn: Keith R. Sbiral, Village Manager
ksbiral@brookfieldil.gov

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

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

With a copy to: Mark H. Sterk
Odelson & Sterk, Ltd.
3318 West 95th Street
Evergreen Park, Illinois 60805
msterk@odelsonsterk.com

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

courtesy only, and failure to comply with the requirement shall not affect the compliance provisions of this Paragraph 6.1.

6.2 In the event of Brookfield's or Lyons' non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, Brookfield or Lyons may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, Brookfield and Lyons agree as follows:

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

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

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

6.2.4 Brookfield and Lyons will send to each labor organization or representative of workers with which Brookfield or Lyons has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of Brookfield's or Lyons' obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with Brookfield's or Lyons' efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, Brookfield or Lyons will promptly notify the Illinois Department of Human Rights; and Brookfield or

Lyons and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

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

6.2.6 Brookfield and Lyons will permit access to all relevant books, records, accounts and work sites by personnel of Brookfield, Lyons and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

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

6.3 Brookfield and Lyons will not maintain or provide for their employees any segregated facilities at any of their establishments, and not permit their employees to perform their services at any location, under their control, where "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. Brookfield and Lyons shall (except where they have obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause; and Brookfield and Lyons will retain such certifications in their files.

6.4 Brookfield and Lyons have and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

6.5 Brookfield and Lyons shall maintain their respective records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by Brookfield or Lyons shall be available for review by the other. Brookfield and Lyons shall cooperate with each other (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows Brookfield or Lyons to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by Brookfield or Lyons to maintain the books, records and supporting documents required by this section or the failure by Brookfield or Lyons to provide full access to and copying of all relevant books and records within a time period which allows Brookfield or Lyons to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the party served with the Freedom of Information Act request for the recovery of any funds paid by that party under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

6.6 Payments under this Agreement shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

6.7 The parties may modify or amend terms of this Agreement only by a written document duly approved and executed by both parties.

6.8 The term of this Agreement shall begin on the date the Agreement is fully executed and shall continue in full force and effect until the completion by Brookfield and Lyons of their respective obligations under this Agreement.

6.9 This Agreement, including matters incorporated herein, contains the entire understanding between the parties and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements or understandings, oral or written, by and between the parties hereto, relating to the subject matter of this Agreement which are not fully expressed herein.

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

6.11 Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement. Each party warrants to the other that execution, delivery and performance of this Agreement does not constitute a breach or violation of any

agreement, undertaking, law or ordinance by which that party is bound. Each individual signing this Agreement on behalf of a party warrants to the other that such individual is authorized to execute this Agreement in the name of the party on whose behalf he or she executes it.

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

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

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

6.15 The laws of the state of Illinois shall govern this Agreement as to both interpretation and performance.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

THE SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written by authorized agents for each party.

BROOKFIELD:
Village of Brookfield,
an Illinois municipal corporation

LYONS:
Village of Lyons,
an Illinois municipal corporation

By: _____
Kit P. Ketchmark, President

By: _____
Christopher Getty, President

ATTEST:

ATTEST:

By: _____
Brigid Weber, Village Clerk

By: _____
Dawn Campos, Village Clerk

DRAFT

ATTACHMENT "A"

Village of Lyons					Project # 14141
Custer Avenue Repaving (FAU 2965)					
47th Street to Ogden Avenue					1/15/2016
					12:03 AM
ESTIMATE OF COST					
Code No	Description	Unit	Construction Code Type 0005	Unit Price	Cost
20100210	Tree Removal (Over 15 Units Diameter)	UNIT	300.00	\$ 30.00	\$ 9,000.00
20200100	Earth Excavation	CU YD	200.00	45.00	9,000.00
20800150	Trench Backfill	CU YD	100.00	40.00	4,000.00
21101605	Topsoil Furnish And Place, 2"	SQ YD	5175.00	5.00	25,875.00
25000400	Nitrogen Fertilizer Nutrient	POUND	150.00	2.00	300.00
25000500	Phosphorus Fertilizer Nutrient	POUND	150.00	2.00	300.00
25000600	Potassium Fertilizer Nutrient	POUND	150.00	2.00	300.00
25200100	Sodding	SQ YD	5175.00	8.00	41,400.00
31101180	Subbase Granular Material, Type B 2"	SQ YD	4388.00	4.00	17,552.00
40201000	Aggregate For Temporary Access	TON	100.00	25.00	2,500.00
40500200	Bituminous Materials (Prime Coat)	TON	5.71	400.00	2,284.00
40600895	Constructing Test Strip	EACH	1.00	3,000.00	3,000.00
40600982	Hot-Mix Asphalt Surface Removal - Butt Joint	SQ YD	284.00	15.00	4,260.00
40603080	Hot-Mix Asphalt Binder Course, IL-19.0, NSQ, 4"	TON	3013.00	95.00	285,235.00
40603335	Hot-Mix Asphalt Surface Course, Mix "D", NSQ, 1-3/4"	TON	1318.00	90.00	118,620.00
42300400	Portland Cement Concrete Driveway Pavement, 8 Inch (Alley Returns)	SQ YD	47.00	75.00	3,525.00
42300400	Portland Cement Concrete Driveway Pavement, 8 Inch (Drive Aprons)	SQ YD	1072.00	75.00	80,400.00
42400200	Portland Cement Concrete Sidewalk 5 Inch	SQ FT	2623.00	6.00	15,738.00
42400410	Portland Cement Concrete Sidewalk 8 Inch	SQ FT	300.00	8.20	2,460.00
42400800	Detectable Warnings	SQ FT	450.00	35.00	15,750.00
44000165	Hot-Mix Asphalt Surface Removal, 4"	SQ YD	13167.00	6.00	79,002.00
44000200	Driveway Pavement Removal	SQ YD	1244.00	15.00	18,660.00
44000500	Combination Curb And Gutter Removal	FOOT	7658.00	12.00	91,896.00
44000600	Sidewalk Removal	SQ FT	2623.00	2.00	5,246.00
44201737	Class D Patches, Type I, 8 Inch	SQ YD	100.00	85.00	8,500.00
44201741	Class D Patches, Type II, 8 Inch	SQ YD	100.00	80.00	8,000.00
44201745	Class D Patches, Type III, 8 Inch	SQ YD	100.00	75.00	7,500.00
44201747	Class D Patches, Type IV, 8 Inch	SQ YD	500.00	70.00	35,000.00
50300300	Protective Coat	SQ YD	3981.00	2.00	7,962.00
60250200	Catch Basins To Be Adjusted	EACH	40.00	400.00	16,000.00
60255500	Manholes To Be Adjusted	EACH	6.00	400.00	2,400.00
60257900	Manholes to be Reconstructed	EACH	6.00	1,200.00	7,200.00
60260100	Inlets To Be Adjusted	EACH	5.00	400.00	2,000.00
60265700	Valve Vaults To Be Adjusted	EACH	10.00	500.00	5,000.00
SP 60266600	Valve Boxes To Be Adjusted	EACH	2.00	175.00	350.00
60505000	Combination Concrete Curb And Gutter, Type B-6.24	FOOT	7658.00	35.00	268,030.00
67000400	Engineer's Field Office, Type A	CAL MO	5.00	2,000.00	10,000.00
67100100	Mobilization	L SUM	1.00	13,000.00	13,000.00
70102622	Traffic Control And Protection, Standard 701501	L SUM	1.00	10,000.00	10,000.00
70102640	Traffic Control And Protection, Standard 701801	L SUM	1.00	3,000.00	3,000.00
70106800	Changeable Message Sign	CAL MO	6.00	1,000.00	6,000.00
70300260	Temporary Pavement Marking - Line 12"	FOOT	800.00	0.20	160.00
78000100	Thermoplastic Pavement Marking - Letters And Symbols - "School Crossing"	SQ FT	210.40	20.00	4,208.00
78000400	Thermoplastic Pavement Marking - Line 6"	FOOT	250.00	2.00	500.00
78000600	Thermoplastic Pavement Marking - Line 12"	FOOT	789.00	4.00	3,156.00
78000650	Thermoplastic Pavement Marking - Line 24"	FOOT	259.00	10.00	2,590.00
SP 88600600	Detector Loop Replacement	FOOT	75.00	20.00	1,500.00
SP X6030310	Frames And Lids To Be Adjusted (Special)	EACH	31.00	600.00	18,600.00
SP X8140115	Handhole To Be Adjusted	EACH	1.00	800.00	800.00
SP 20030850	Temporary Information Signaling	SQ FT	50.00	30.00	1,500.00
	Catch Basins, Type C, with Half Trap (Special)	EACH	20.00	1,200.00	24,000.00
	Combined Sewer Spot Repairs, 12"	EACH	10.00	2,000.00	20,000.00
	Light Poles, with Breakaway Devices	EACH	2.00	3,000.00	6,000.00
	Light Pole Base/Foundation	EACH	7.00	1,000.00	7,000.00
	Light Pole and Fixture to be Relocated	EACH	5.00	2,000.00	10,000.00
	Storm Sewers, Class A, Type 1, 2"	EACH		40.00	
	Unit Duct, Directionally Bored	FOOT	2564.00	15.00	38,460.00
	Total				\$ 1,385,659.00
	Contingency for additional 2-Inches of HMA Binder Course - If required by IDOT				165,000.00
	GRAND TOTAL				1,550,659.00

ATTACHMENT "B"

Municipality VILLAGE OF LYONS	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Agreement	C O N S U L T A N T	Name FRANK NOVOTNY & ASSOC., INC. Address/City/Zip 545 PLAINFIELD ROAD, SUITE A WILLOWBROOK, IL 60527 Contact James L. Cainkar, PE, PLS, President Phone / Email (630) 887-8640 jimcainkar@franknovotnyengineering.com
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THIS AGREEMENT is made and entered into this _____ day of _____, 2016 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION, under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name CUSTER AVENUE REPAVING
 Route N/A Length 3,773 FT (0.71 Miles) (Structure No. _____)
 Termini 47TH STREET TO OGDEN AVENUE

Description:
 THE REPAVING OF CUSTER AVENUE, FROM 47TH STREET TO OGDEN AVENUE, INCLUDING COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT; PC CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT; PAVEMENT REMOVAL; HMA BINDER AND SURFACE COURSE, STREET LIGHTING MODIFICATION; RESTORATION; AND APPURTENANT CONSTRUCTION.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

NOTE: Four Copies to be submitted to the Regional Engineer

File #14141
 Rev. Jan. 2016
 Rev. Feb. 2016

ATTACHMENT "B"

- i. Prepare the Project Development Report when required by the DEPARTMENT.
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare photometric analysis as may be required for the street lighting design.
 - l. Provide televising of combined sewers for locations of required spot repairs.
2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It being understood that all such reports, plans, plats and drafts shall before being finally accepted be subject to approval by the LA and the DEPARTMENT.
 3. To attend conferences at any reasonable time when requested to do so by the LA or the DEPARTMENT.
 4. In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
 5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
 6. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Fee Schedule	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

- c. A lump sum fee of **\$95,000.00.**
2. To pay for services stipulated in paragraphs 1c, 1d, 1i, 1j, 1k and 1l at actual cost of performing such work plus 168 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as all non-secretarial direct payroll costs. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs cited above. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classification for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed. The total cost for this portion of the contract shall not exceed **\$85,000.00.**
 3. That payments due the ENGINEER for services rendered in accordance with the AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraph 1a through 1l under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the Department, 90 percent of the total fee due for paragraphs 1a through 1l.
 - b. Upon award of the contract for the improvement by the LA and its approval by the Department, 100 percent of the total fee due for paragraphs 1a through 1l, less any amounts paid under "a" above.

ATTACHMENT "B"

c. Upon completion of the improvement and its final acceptance by the Department the total fee due for paragraphs 1k and 1l.

By mutual agreement, partial payments not to exceed 90 percent of the amount earned may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 1l and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 168 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 above.
5. That, should the LA require changes in any of the detailed plans, specifications, or estimates, except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 168 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 above. It is understood that "changes" as used in this paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference 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.
 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 5 of THE LA AGREES.
 3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
 4. That the ENGINEER warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for the ENGINEER to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
-

ATTACHMENT "B"

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

ATTEST: VILLAGE OF LYONS of the
(Municipality/Township/County)

State of Illinois, acting by and through its
PRESIDENT AND BOARD OF TRUSTEES

By _____
DAWN CAMPOS VILLAGE Clerk
(Seal)

By _____
Title CHRISTOPHER GETTY, VILLAGE PRESIDENT

Executed by the ENGINEER

ATTEST: FRANK NOVOTNY & ASSOCIATES, INC

545 PLAINFIELD ROAD, SUITE A

WILLOWBROOK, ILLINOIS 60527

By _____

By _____

Title JOHN FITZGERALD, P.E., SECRETARY

Title JAMES L. CAINKAR, P.E., P.L.S. PRESIDENT

EXHIBIT A

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>EXAMPLE</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This Insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EXHIBIT B

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
SAMPLE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT C

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SAMPLE

EXHIBIT D

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
EXAMPLE	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



COMMITTEE ITEM MEMO

ITEM: West Suburban Mass Transit District (WSMTD) Grant Application
MEETING DATE: March 28, 2016
PREPARED BY: Nicholas Greifer, Director of the Department of Community & Economic Development; Emily Egan, Village Planner
PURPOSE: To Secure Grant Funding for Downtown Metra Station Pedestrian Safety Enhancements and Building Improvements
BUDGET AMOUNT: Municipal Grant Match as Defined Below

BACKGROUND:

Pursuant to initial discussions between the Village of Brookfield staff and BNSF staff, Village staff hereby present for consideration a proposal for a two-year series of improvements to the Village's primary Metra station, the "Downtown" Metra station located at the intersection of the BNSF railroad right-of-way and Prairie Avenue.

By virtue of (a) its high ridership, (b) its extremely high proportion of pedestrian travel (the highest percentage of commuters arriving on foot in the suburban portion of the BNSF line), and (c) the physical condition of the train station, we are proposing the high priority upgrades as outlined in Exhibits B-E. Making these improvements will enable the Village and its partners BNSF and Metra to achieve multiple public policy goals:

- Safety - Improved pedestrian safety
- Budgetary Savings – Extending the useful life of the train station and the adjacent sidewalks/surface improvements avoids more costly repairs at a later date
- Support of Transit-Oriented Development – Preservation of both the station and surrounding grounds results in an attractive community asset that adds value to the downtown area as a destination for commuters and visitors.

Regarding the latter point, the proposed improvements would specifically address the issues and recommendations contained in the *2020 Master Plan* (including Section 8/TOD Subarea Plan for the Downtown Metra Station Subarea).

PROPOSED SCOPE OF WORK:

To accomplish the aforementioned goals, the project in year 1 would add: high-quality "street furniture" (including new recycling receptacles, planters and bike racks), a new concrete landing to replace broken concrete in front of (north side) the station, tuck pointing of the station, ADA-compliant ramps, and other improvements. Year 1 projects would cost an estimated \$197,000.

The year 2 project would establish a series of pedestrian walkway enhancements to ensure safe coordination of automobile traffic and pedestrian traffic. Importantly, these efforts would make safer passage across 3 major roadways: Brookfield Avenue, Prairie Avenue, and Grand Boulevard. A fourth roadway, Fairview Avenue, also terminates at this five-point intersection. To facilitated better

pedestrian access to Metra the following would be installed: curb bump-outs, pedestrian paving with brick pavers, ADA detectable warnings and a brick pedestrian refuge. The year 2 project would cost an estimated \$220,000.

The proposed request of the WSMTD would be for cost sharing at the prevailing 67% rate (with the district funding 67% and the Village 33%). The Village share would be an estimated 33% of \$417,000 or \$137,000 over 18-24 months (approximately 4Q 2016 to 2Q 2018).

ATTACHMENTS:

- Exhibit A – Overview (Powerpoint)
- Exhibit B – Aerial Depiction of Project – Year 1
- Exhibit C – Preliminary Cost Estimate – Year 1
- Exhibit B – Aerial Depiction of Project – Year 2
- Exhibit E – Preliminary Cost Estimate – Year 2

STAFF RECOMMENDATION:

Staff recommends the Village of Brookfield Board of Trustees review and approve the grant application.

REQUESTED COURSE OF ACTION:

Review and approval, as recommended by the Committee of the Whole.

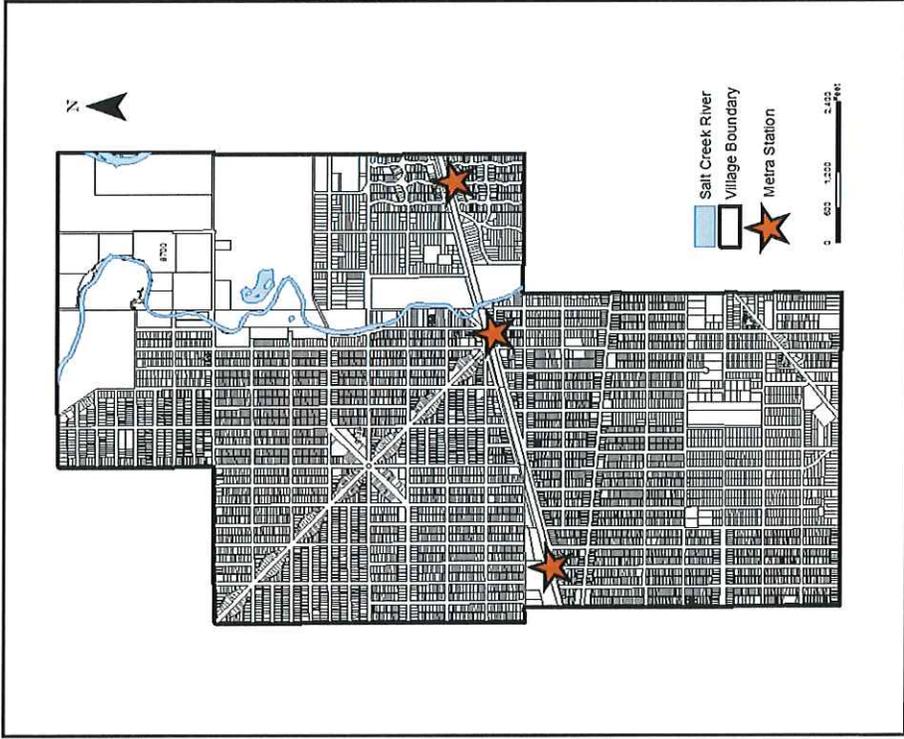
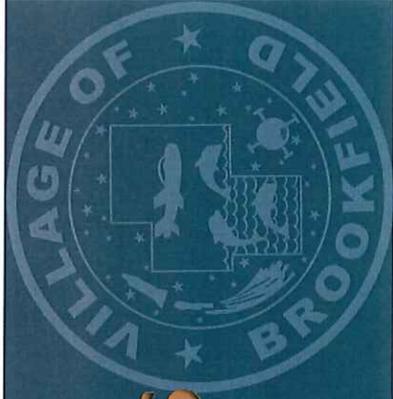
EXHIBIT A

The logo features the word "Brookfield" in a dark blue, sans-serif font. The letter "o" is replaced by a solid orange circle. Below "Brookfield" is the word "Connected" in an orange, sans-serif font. The letter "C" is replaced by a large, stylized orange circle that overlaps the "o" in "Brookfield". The background consists of a light gray grid of lines that form a circuit-like pattern, with some lines curving around the text.

Brookfield
Connected

Make the Connection

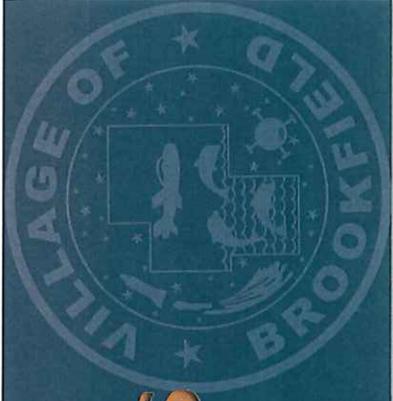
The Village of Brookfield's Three Metra Stations



Stop	Weekday Boardings	Primary Mode of Access
Hollywood	95	93% Walked
Brookfield	607	50% Walked, 26% Drive
Congress Park	250	66% Walked, 20% Drive

Source: Metra 2014

The Village of Brookfield's Metra Stations

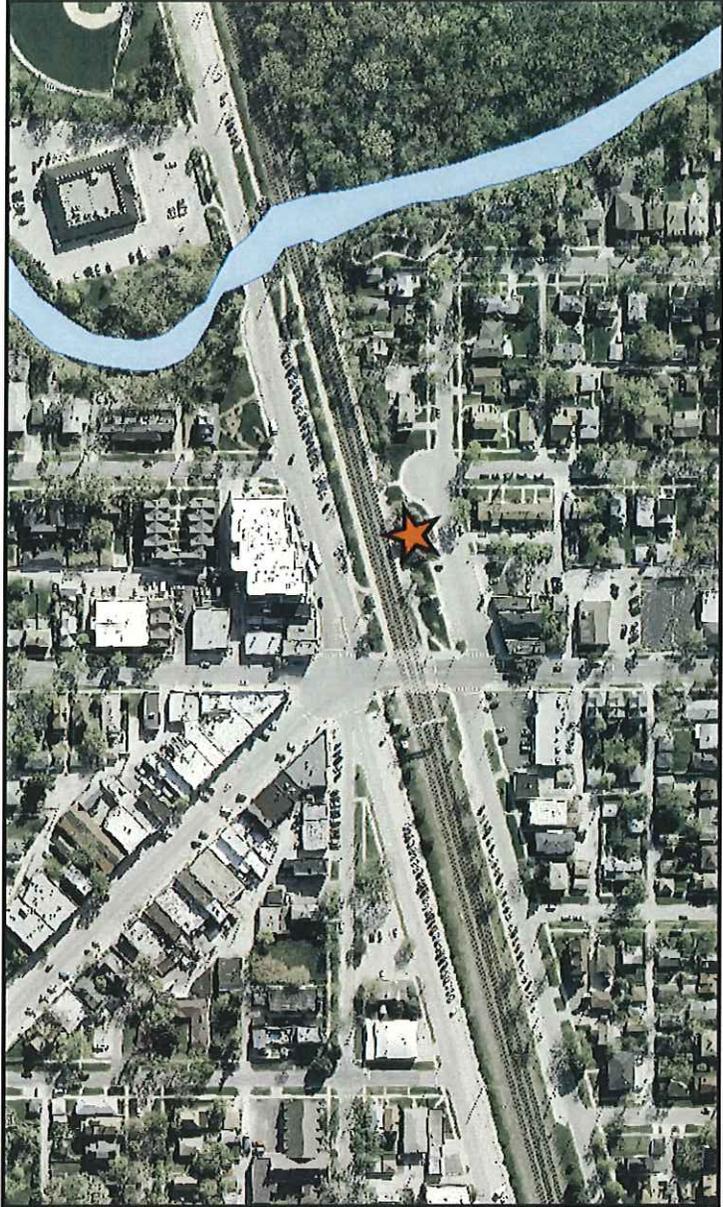
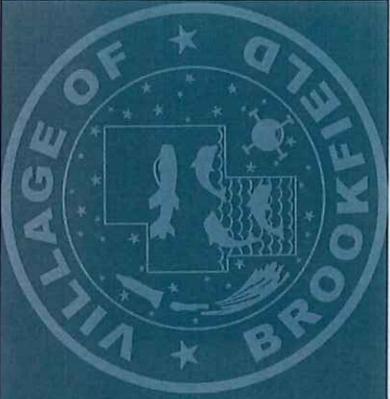


70% of Metra riders in Brookfield walk to the station

A higher percentage of pedestrians than any other station except Halsted which has an average of 92 riders each weekday

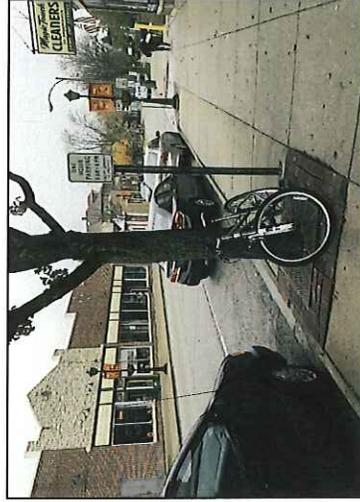
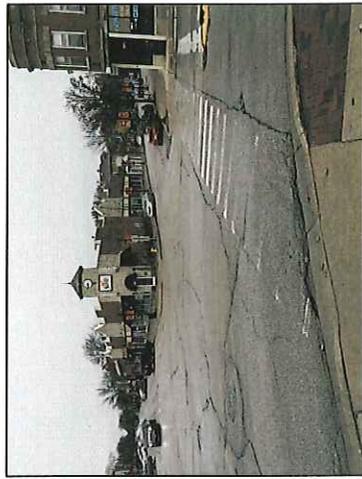
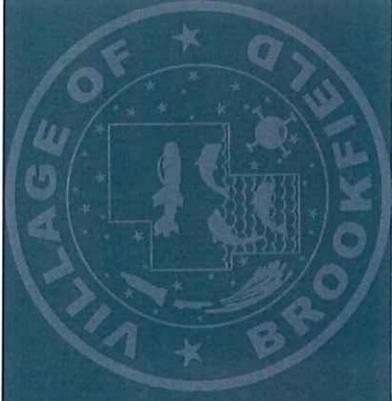
Brookfield Metra Stop

Current Conditions



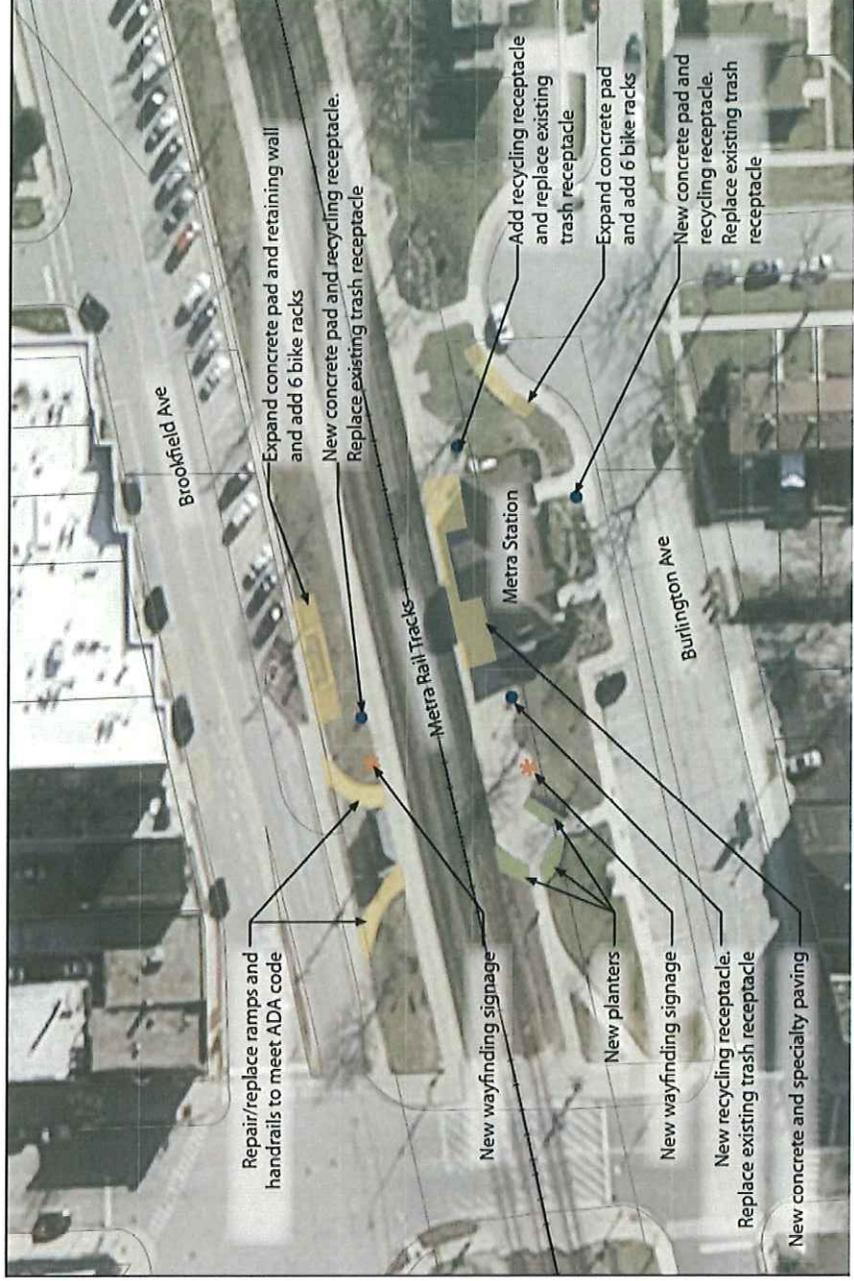
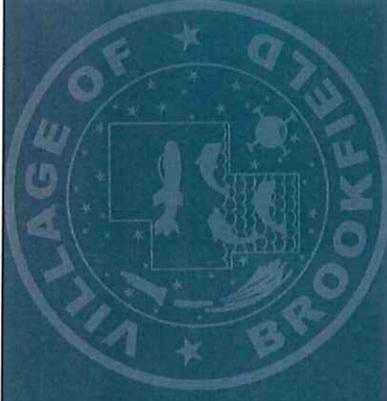
Brookfield Metra Stop

Current Conditions



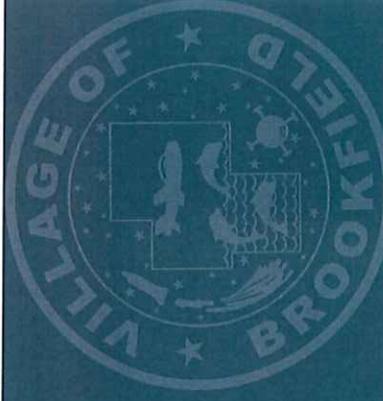
Brookfield Metra Stop

Proposed Year 1 Improvements



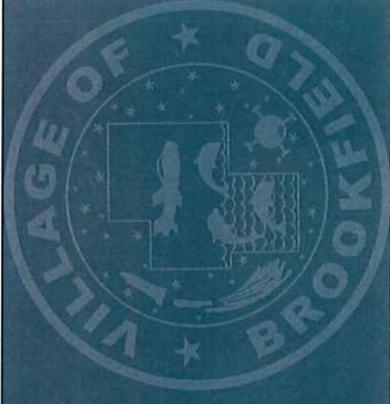
Brookfield Metra Stop

Proposed Year 2 Improvements



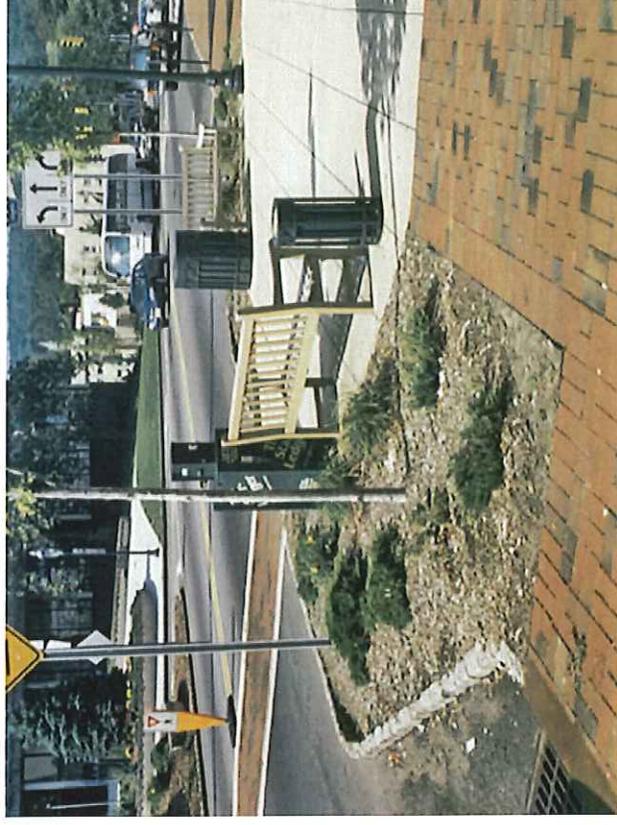
Brookfield Metra Stop

Proposed Improvements



Phase 1 Improvements

- Metra Station Tuck-point
- Wayfinding Signage
- Planters
- Twelve Bike Fixtures
- Garbage and Recycling Receptacles
- New Concrete and Paving
- Benches inside Metra Station
- ADA detectable warnings

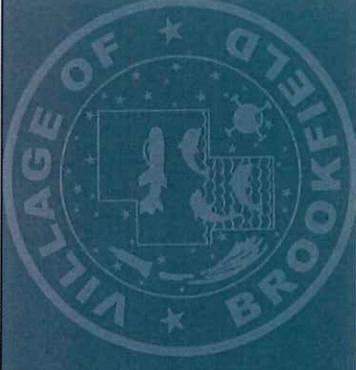


Phase 2 Improvements

- Brick Pedestrian Walkway
- Curb Bump-outs

Stay Connected

Contact the Village



We're here to help. Contact us today.

Keith Sbiral, Village Manager

ksbiral@brookfieldil.gov
708-485-7344

Nick Greifer

Director of Community & Economic Development
ngreifer@brookfieldil.gov
708-485-1113

Emily Egan, Village Planner

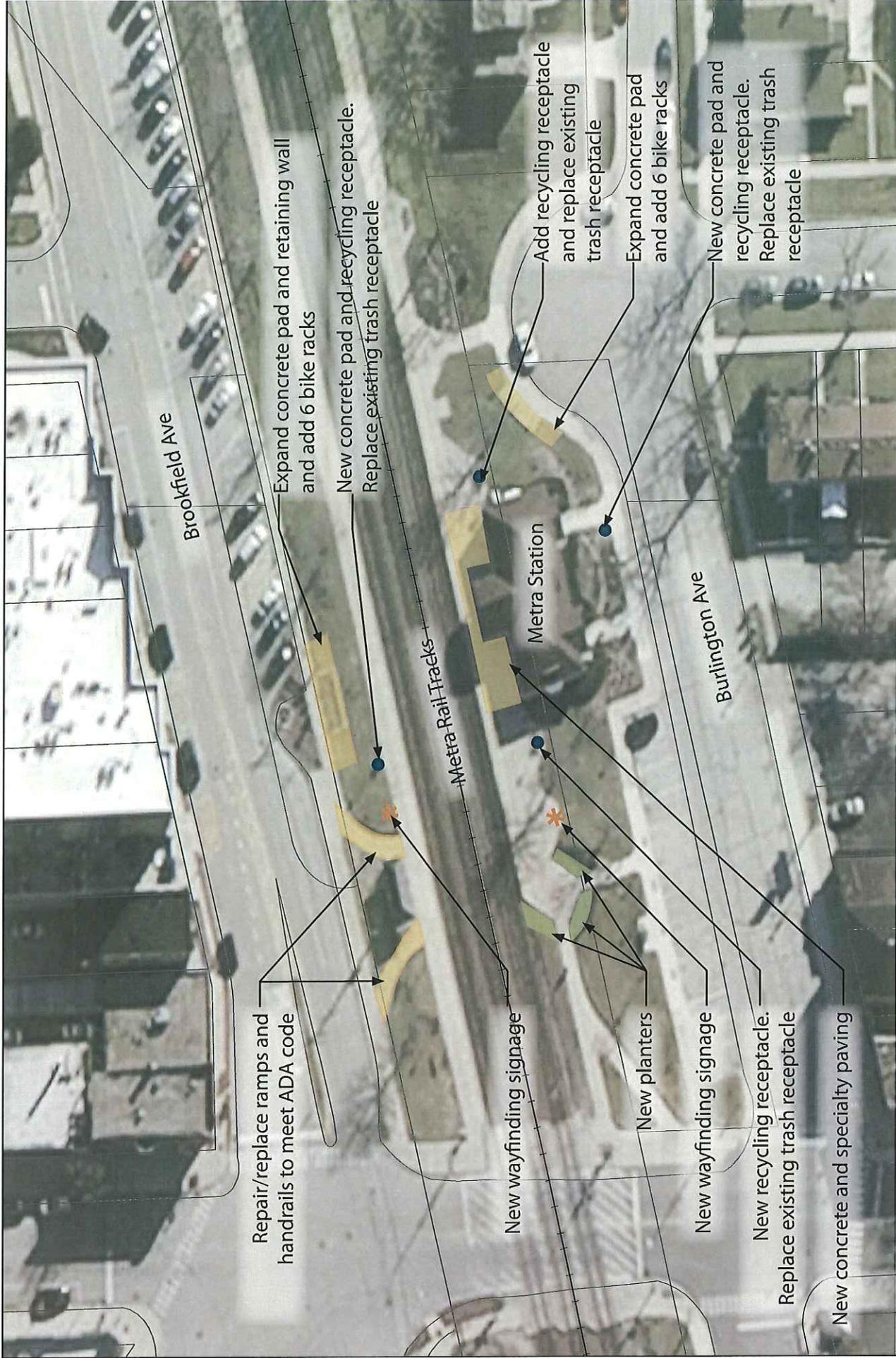
eeegan@brookfieldil.gov
708-485-1445

Village of Brookfield

8820 Brookfield Avenue
Brookfield, Illinois 60513
www.brookfieldil.gov
708-485-7344



EXHIBIT B



Brookfield Metra Station

WSMTD Grant Exhibits

Brookfield, Illinois



PREPARED FOR
Village of
Brookfield

NORTH
SCALE: 1"=60'

0' 15' 30' 60'

ISSUE DATE: February 1, 2016
All drawings are preliminary and subject to change.
© 2016 Hitchcock Design Group

EXHIBIT C



Concept Cost Opinion

Date: February 1, 2016
 RE: WSMTD Grant Cost Estimates
 Project: Brookfield Metra Station

Construction Costs						
Section	Description	Estimated Quantity	Unit	Unit Cost	Extended Cost	Subtotal
0 & 1 Contracting and General Requirements						
	contracting requirements	1	LS	3.0%	\$3,588.00	
	general requirements	1	LS	3.0%	\$3,588.00	
	layout	1	LS	1.0%	\$1,196.00	
Contracting and General Requirements Subtotals:						\$ 8,372
024119 Selective Structure Demolition						
	remove existing shelter	OMITTED FROM PROJECT				
Section Subtotal:						\$ -
033000 Cast-in-Place Concrete						
	new shelter foundation	OMITTED FROM PROJECT				
	replaced stairs	OMITTED FROM PROJECT				
	sign footings	2	EA	\$ 300	\$ 600	
Section Subtotal:						\$ 600
034500 Precast Architectural Concrete						
	new shelter wall cap	OMITTED FROM PROJECT				
Section Subtotal:						\$ -
042000 Unit Masonry						
	new shelter wall (brick veneer)	OMITTED FROM PROJECT				
	existing metra station tuck pointing		SFF	\$ 10	\$ -	
Section Subtotal:						\$ -
055213 Pipe and Tube Railings						
	stair handrail (2 sides)	OMITTED FROM PROJECT				
	ramp handrail (2 sides)	200	LF	\$ 50	\$ 10,000	
Section Subtotal:						\$ 10,000

101400 Signage

wayfinding signs	2	EA	\$ 2,500	\$ 5,000
				Section Subtotal: \$ 5,000

129300 Site Furnishings

interior bench, double sided (inside station)	30	LF	\$ 200	\$ 6,000
exterior bench	4	EA	\$ 1,800	\$ 7,200
trash receptacle	2	EA	\$ 1,000	\$ 2,000
recycle receptacle	2	EA	\$ 1,000	\$ 2,000
bike rack	12	EA	\$ 500	\$ 6,000
				Section Subtotal: \$ 23,200

265600 Exterior Lighting

NOT INCLUDED				
				Section Subtotal: \$ -

311000 Site Clearing

temporary sediment and erosion controls	1	LS	\$ 2,500	\$ 2,500
temporary construction fence	1	LS	\$ 3,000	\$ 3,000
tree protection	1	LS	\$ 1,000	\$ 1,000
tree removal, clearing and grubbing	1	LS	\$ 1,000	\$ 1,000
remove concrete paving	3,000	SF	\$ 3	\$ 9,000
remove concrete paving - ramp	900	SF	\$ 3	\$ 2,700
remove concrete paving - stairs	OMITTED FROM PROJECT			
remove timber wall	OMITTED FROM PROJECT			
remove existing furnishings	OMITTED FROM PROJECT			
				Section Subtotal: \$ 19,200

312000 Earth Moving

earthwork	1	LS	\$ 10,000	\$ 10,000
import topsoil	1	LS	\$ 3,000	\$ 3,000
				Section Subtotal: \$ 13,000

321216 Asphalt Paving

NOT USED				
				Section Subtotal: \$ -

321313 Concrete Paving and Curbs

concrete paving	1,500	SF	\$ 8	\$ 12,000
concrete paving - color concrete	1,500	SF	\$ 10	\$ 15,000
concrete paving - ramps	900	SF	\$ 8	\$ 7,200
				Section Subtotal: \$ 34,200

321400 Unit Paving

brick pavers - station platform	OMITTED FROM PROJECT			
				Section Subtotal: \$ -

323223 Segmental Retaining Walls

expand unit retaining wall at bike racks	OMITTED FROM PROJECT			
replace timber retaining wall	OMITTED FROM PROJECT			
				Section Subtotal: \$ -

329200 Turf and Grasses

sod	1	LS	\$ 5,000	\$ 5,000
				Section Subtotal: \$ 5,000

329300 Plants

shade tree	3	EA	\$ 600	\$ 1,800
ornamental tree	5	EA	\$ 500	\$ 2,500
planting beds	600	SF	\$ 6	\$ 3,600
mulch	1	LS	\$ 1,500	\$ 1,500
				Section Subtotal: \$ 9,400

334100 Sub drainage

wall underdrain pipe	OMITTED FROM PROJECT			
				Section Subtotal: \$ -
				Construction Cost Subtotals: \$ 119,600
				Total Construction Cost Subtotals: \$ 127,972

Other Project Costs

design contingency (%)	1	LS	15%	\$ 19,195.80
bid contingency (%)	1	LS	5%	\$ 6,398.60
construction contingency (%)	1	LS	10%	\$ 12,797.20
site survey	1	LS	1%	\$ 1,279.72
soil borings	1	LS	1%	\$ 1,279.72
permitting	1	LS	1%	\$ 1,279.72
construction testing services	1	LS	1%	\$ 1,279.72
				Subtotal: \$ 43,510

Escalation

Escalation year 1	1	LS	2%	\$ 3,429.65
				Subtotal: \$ 3,430

Design and Engineering

dd/cd phase services (%)	1	LS	10%	\$ 17,491.21
construction phase services (%)	1	LS	2.5%	\$ 4,372.80
				Subtotal: \$ 21,864

PROJECT TOTAL: \$ 196,776

EXHIBIT D



PREPARED FOR
Village of Brookfield

NORTH

SCALE: 1"=100'

0' 25' 50' 100'

ISSUE DATE: February 1, 2016
 All drawings are preliminary and subject to change.
 © 2016 Hitchcock Design Group

Brookfield Metra Station Intersection

WSMTD Grant Exhibits

Brookfield, Illinois



EXHIBIT E



Concept Cost Opinion

Date: February 1, 2016
 RE: WSMTD Grant Cost Estimates
 Project: Intersection at the Brookfield Metra Station

Construction Costs							
Section	Description	Estimated Quantity	Unit	Unit Cost	Extended Cost	Subtotal	
0 & 1 Contracting and General Requirements							
	contracting requirements	1	LS	3.0%	\$4,002.90		
	general requirements	1	LS	3.0%	\$4,002.90		
	layout	1	LS	1.0%	\$1,334.30		
Contracting and General Requirements Subtotals :						\$ 9,340	
265600 Exterior Lighting							
NOT INCLUDED							
Section Subtotal:						\$ -	
311000 Site Clearing							
	temporary sediment and erosion controls	1	LS	\$ 2,500	\$ 2,500		
	temporary construction fence/barriers	1	LS	\$ 3,000	\$ 3,000		
	tree protection	1	LS	\$ 500	\$ 500		
	tree removal, clearing and grubbing	1	LS	\$ 500	\$ 500		
	remove concrete paving	2,030	SF	\$ 3	\$ 6,090		
	remove concrete curb	102	LF	\$ 10	\$ 1,020		
	remove asphalt paving	13,200	SF	\$ 2	\$ 26,400		
	remove timber wall	OMITTED FROM PROJECT					
Section Subtotal:						\$ 40,010	
312000 Earth Moving							
	earthwork	1	LS	\$ 10,000	\$ 10,000		
	import topsoil	1	LS	\$ 2,500	\$ 2,500		
Section Subtotal:						\$ 12,500	
321216 Asphalt Paving							
	asphalt patch-vehicular (along new curbs)	81	SY	\$ 36	\$ 2,920		
Section Subtotal:						\$ 2,920	

321313 Concrete Paving and Curbs						
concrete curb & gutter	365	LF	\$	24	\$	8,760
concrete band (at crosswalks)	687	LF	\$	20	\$	13,740
Section Subtotal:						\$ 22,500
321400 Unit Paving						
brick pavers - pedestrian	OMITTED FROM PROJECT					
brick pavers - crosswalk	2,200	SF	\$	20	\$	44,000
Section Subtotal:						\$ 44,000
323223 Segmental Retaining Walls						
replace timber retaining wall	OMITTED FROM PROJECT					
Section Subtotal:						\$ -
329200 Turf and Grasses						
sod	1	LS	\$	1,500	\$	1,500
Section Subtotal:						\$ 1,500
329300 Plants						
shade tree	3	EA	\$	600	\$	1,800
planting beds	1,200	SF	\$	6	\$	7,200
mulch	1	LS	\$	1,000	\$	1,000
Section Subtotal:						\$ 10,000
Construction Cost Subtotals:						\$ 133,430
Total Construction Cost Subtotals:						\$ 142,770
Other Project Costs						
design contingency (%)	1	LS	15%	\$	21,415.52	
bid contingency (%)	1	LS	5%	\$	7,138.51	
construction contingency (%)	1	LS	10%	\$	14,277.01	
site survey	1	LS	1%	\$	1,427.70	
soil borings	1	LS	1%	\$	1,427.70	
permitting	1	LS	1%	\$	1,427.70	
construction testing services	1	LS	1%	\$	1,427.70	
Subtotal:						\$ 48,542
Escalation						
Escalation year 1	1	LS	2%	\$	3,826.24	
Subtotal:						\$ 3,826
Design and Engineering						
dd/cd phase services (%)	1	LS	10%	\$	19,513.82	
construction phase services (%)	1	LS	2.5%	\$	4,878.45	
Subtotal:						\$ 24,392
PROJECT TOTAL:						\$ 219,530



COMMITTEE ITEM MEMO

ITEM: STORMWATER PUMP STATION
COMMITTEE DATE: March 28, 2016
PREPARED BY: Derek Treichel, Village Engineer
PURPOSE: Update on Project
BUDGET AMOUNT:

BACKGROUND:

The 3500 block of Forest Avenue and the intersection of Prairie Avenue and Washington Avenue were severely flooded in the rain events of 2008, 2010, and 2013. The village board has authorized Hancock Engineering to design a Stormwater Pump Station to mitigate the flooding.

During the design, staff was able to secure approximately \$1,000,000 in funding assistance from the MWRD.

Hancock Engineering will present an overview of the project.

ATTACHMENTS:

None

STAFF RECOMMENDATION:

The village board authorizes staff to complete the design of the project and advertise for bids.

REQUESTED COURSE OF ACTION:

The village board authorizes staff to complete the design of the project and advertise for bids.