Village of Brookfield

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

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

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

BROOKFIELD VILLAGE BOARD MEETING AGENDA

Monday, June 27, 2016
6:30 P.M.

Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513

I. OPENING CEREMONIES: Pledge of Allegiance to the Flag

II. Roll Call

III. Appointments and Presentations

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

V. OMNIBUS AGENDA

A. **Approval of Minutes:** Village Board Meeting Monday, June 13, 2016; Committee of the Whole Meeting, Monday, June 13 , 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. **Ordinance 2016-30** – An Ordinance Amending Appendix A Entitled "Fee Schedule" of the Code of Ordinances, Brookfield, Illinois

B. **Ordinance 2016-32** – An Ordinance Authorizing the Purchase of a Case 845B Motor Grader by the Village of Brookfield, Illinois

C. **Resolution 2016-1048** – A Resolution Proposing a Redevelopment Plan and Project for and the designation of the 8 Corners Tax Increment Financing Redevelopment Project Area and the Adoption of Tax Increment Allocation Financing Therefor, Convening a Joint Review Board and Calling a Public Hearing in Connection Therewith

D. **Resolution 2016-1049** – A Resolution Authorizing Prudent Man Analysis, Inc. doing business as PMA Financial Network, Inc., and English Concepts, Inc., doing business as PMA Securities, Inc., to provide investment services and authorizing the execution of a Consultants Services Agreement with English Concepts, Inc., doing business as PMA Securities, Inc., for Bond Proceeds Management, Arbitrage Reporting and Management Services for the Village of Brookfield - General Obligation Bonds – Series 2016

E. **Resolution 2016-1050** – A Resolution Authorizing the Execution of an Intergovernmental Agreement by and between the Village of Riverside, the Village of North Riverside and the Village of Brookfield for a centralized, Combined Emergency Services Dispatch and Communication System

F. **Resolution 2016-1051** – A Resolution Authorizing the Execution of an Intergovernmental Agreement by and between the Chicago Metropolitan Agency for Planning and the Village of Brookfield, Illinois, for the Comprehensive Plan for the Village of Brookfield

G. **Resolution 2016-1052** – A Resolution Authorizing the Issuance of a Notice of Award for Contract B – Concrete Improvements for the 2016 Street Improvements Project for the Village of Brookfield, Illinois

VIII. Managers Report

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.

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. **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, JUNE 13, 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 Attorney Richard Ramello, HR Director Michelle Robbins, Village Engineer Derek Treichel, Village Manager Keith Sbiral, Fire Department Chief Patrick Lenzi, Public Works Director Ken Blaauw, Deputy Clerk Theresa Coady, Finance Director Doug Cooper, and Community Development Director Nick Greifer.

On Monday June 13, 2016 President Ketchmark called the Village Board of Trustees meeting to order at 6:33 P.M. and led the Pledge of Allegiance to the Flag.

APPOINTMENTS AND PRESENTATIONS

Appointment – Charles Romeo – Firefighter Pension Board, term to expire 4/1/2018

Motion by Trustee Garvey, seconded by Trustee Evans, to approve the appointment of Charles Romeo to the Firefighter Pension Board with a term to expire April 1, 2018. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None. Appointee not present: Oath of Office to be administered at another time.

Appointment – Maria Kaplan – Parks & Recreation Commission, term to expire 5/31/2021

Motion by Trustee Gilhooley, seconded by Trustee Garvey to approve the appointment of Maria Kaplan to the Parks and Recreation Commission with a term to expire May 31, 2021. 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.

Re-Appointment – Michael Doerr – Special Events Committee, term to expire 5/31/2018

Motion by Trustee LeClere, seconded by Trustee Evans, to **Table** the approval vote to Re-appoint Michael Doerr to the Special Events Committee with a term to expire May 31, 2018. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

Re-Appointment – Dale Schwer – Special Events Committee, term to expire 5/31/2017

Motion by Trustee LeClere, seconded by Trustee Ryan, to approve the reappointment of Dale Schwer to the Special Events Committee with a term to expire May 31, 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.

Re-Appointment – Anita Berg – Special Events Committee, term to expire 5/31/2017

Motion by Trustee LeClere, seconded by Trustee Ryan, to reappoint Anita Berg to the Special Events Committee with a term to expire May 31, 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

Approval of Minutes: Committee of the Whole Meeting, Monday, May 9, 2016; Village Board Meeting Monday, May 23, 2016; Committee of the Whole Meeting, Monday, May 23, 2016

Motion by Trustee Garvey, seconded by Trustee Evans, to approve the Omnibus Agenda of the Regular Village Board meeting of June 13, 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 June 13, 2016 - $1,018,432.21

  Motion by Trustee Oberhauser, seconded by Trustee Evans, to approve the Warrant dated June 13, 2016 in the amount of $1,018,432.21. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

- Conservation Commission

  Amy Sullivan has moved out of Brookfield and had to step down from the Conservation Commission

- Library & Parks & Recreation – Trustee Gilhooley

  Parks & Recreation: Next meeting scheduled for June 21, 2016.
  Library: Summer Reading Challenge: Applications for Library Trustee vacancy.

- Beautification, Chamber of Commerce – Trustee Ryan

  Beautification Commission scheduled to meet June 15, 2016 at 6:00 P.M.
  Chamber Board scheduled to meet Thursday, June 16, 2016
  No After-Hours this month, but special After Hours scheduled for Friday, July 15, 2016 at the Brookfield Zoo
  Farmers' Market update
  Auto and Bike Show scheduled for Grand Boulevard, Sunday, July 17, 2016

- Administration, DPW, Public Safety – Trustee Evans

  No report

- Planning and Zoning Commission, WCMC Solid Waste – Trustee Garvey

  Planning and Zoning Commission to hear three cases on June 23, 2016 at 7:00 P.M.
  WCMC – no meetings since last Board meeting.
  Tax on Transfer Stations update on challenge

- **Special Events – Trustee LeClere**

  First Movie in the Park scheduled for Friday, June 17, 2016
  First Concert in the Park scheduled for June 24, 2016
  Fourth of July Parade on Grand Boulevard

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

  Economic Development Forum scheduled for June 29, 2016 at 5:00 P.M.
  Zoning Modernization meeting scheduled for July 12, 2016 at 4:30 P.M.
  New Business items up for vote at this meeting.

NEW BUSINESS

Ordinance 2016-28 – An Ordinance Adopting Prevailing Wage Rates for the Year 2016 to be paid to Laborers, Mechanics and other workers Performing Construction on Public Works in the Village of Brookfield, Cook County, Illinois

Motion by Trustee Oberhauser, seconded by Trustee Evans, to approve Ordinance 2016-28 – An Ordinance Adopting Prevailing Wage Rates for the Year 2016 to be paid to Laborers, Mechanics and other workers Performing Construction on Public Works in the Village of Brookfield, Cook County, Illinois. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

Ordinance 2016-29 – An Ordinance providing for the issuance of not to exceed $9,300,000 General Obligation Bonds, Series 2016, of the Village of Brookfield, Cook County, Illinois, for the purpose of paying a portion of the costs of a multi-year street improvement program throughout the Village, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

Motion by Trustee Gilhooley, seconded by Trustee Garvey, to approve Ordinance 2016-29 – An Ordinance providing for the issuance of not to exceed $9,300,000 General Obligation Bonds, Series 2016, of the Village of Brookfield, Cook County, Illinois, for the purpose of paying a portion of the costs of a multi-year street improvement program throughout the Village, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

Resolution 2016-1039 - A Resolution to Approve and Authorize the Execution of a Construction Engineering Services Agreement by and between Edwin Hancock Engineering Company and the Village of Brookfield for the 2016 Prairie/Washington Pump Station Improvements Project

Motion by Trustee LeClere, seconded by Trustee Ryan, to approve Resolution 2016-1039 - A Resolution to Approve and Authorize the Execution of a Construction Engineering Services Agreement by and between Edwin Hancock Engineering Company and the Village of Brookfield for the 2016 Prairie/Washington Pump Station Improvements Project. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

Resolution 2016-1040 – A Resolution Authorizing the Issuance of a Notice of Award for the Prairie/Washington Pump Station Improvements Project for the Village of Brookfield, Illinois

Motion by Trustee Garvey, seconded by Trustee Oberhauser, to approve Resolution 2016-1040 – A Resolution Authorizing the Issuance of a Notice of Award for the Prairie/Washington Pump Station Improvements Project for the Village of Brookfield, Illinois. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

Resolution 2016-1041 – A Resolution Authorizing the Issuance of a Notice of Award for the 30th Street Combined Sewer Overflow Repair Project for the Village of Brookfield, Illinois

Motion by Trustee Garvey, seconded by Trustee LeClere, to approve Resolution 2016-1041 – A Resolution Authorizing the Issuance of a Notice of Award for the 30th Street Combined Sewer Overflow Repair Project for the Village of Brookfield, Illinois. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

Resolution 2016-1042 – A Resolution Authorizing the Issuance of a Notice of Award for the 2016 Sidewalk Improvements Project for the Village of Brookfield, Illinois

Motion by Trustee Gilhooley, seconded by Trustee Evans, to approve Resolution 2016-1042 – A Resolution Authorizing the Issuance of a Notice of Award for the 2016 Sidewalk Improvements Project for the Village of Brookfield, Illinois. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

Resolution 2016-1043 – A Resolution Authorizing the Issuance of a Notice of Award for Contract A – Sewer Improvements for the 2016 Street Improvements Project for the Village of Brookfield, Illinois

Motion by Trustee Garvey, seconded by Trustee Oberhauser, to approve Resolution 2016-1043 – A Resolution Authorizing the Issuance of a Notice of Award for Contract A – Sewer Improvements for the 2016 Street Improvements Project for the Village of Brookfield, Illinois. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

Resolution 2016-1044 – A Resolution Authorizing the Issuance of a Notice of Award for the 2016 Pavement Striping Program for the Village of Brookfield, Illinois

Motion by Trustee Ryan, seconded by Trustee Evans, to approve Resolution 2016-1044 – A Resolution Authorizing the Issuance of a Notice of Award for the 2016 Pavement Striping Program for the Village of Brookfield, Illinois. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

Resolution 2016-1045 – A Resolution Authorizing the Issuance of a Notice of Award for the 2016 Crack Filling Program for the Village of Brookfield, Illinois

Motion by Trustee LeClere, seconded by Trustee Evans, to approve Resolution 2016-1045 – A Resolution Authorizing the Issuance of a Notice of Award for the 2016 Crack Filling Program for the Village of Brookfield, Illinois. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

Resolution 2016-1046 – A Resolution expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of one or more obligations to be issued by the Village of Brookfield, Cook County, Illinois.

Motion by Trustee Garvey, seconded by Trustee Evans, to approve Resolution 2016-1046 – RESOLUTION expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of one or more obligations to be issued by the Village of Brookfield, Cook County, Illinois.

Village Manager's Report – Keith Sbiral

- Thanks to staff for efforts toward progress of Village
- Stormwater meeting for Arden, McCormick, Rockefeller, Washington neighborhoods with presentation by Derek Treichel regarding options for the residents to consider and funding possibilities where necessary.
- Zoning modernization town hall meeting scheduled for early July.
- Economic Development Forum on June 29,2018
- New diesel pump working well
- Asphalt work around the Village – smaller projects being done in house.
- Shields improvement is on track
- Early voting being arranged for Village Hall
- Flood mitigation packets – released 20 more. Current list is approximately fifty-eight properties.

TEMPORARY RECESS – TO COMMITTEE OF THE WHOLE MEETING

Motion by Trustee Evans, seconded by Trustee LeClere, to adjourn the Regular Village Board of Trustees meeting of June 13, 2016 at 7:19 P.M. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

RECONVENE REGULAR VILLAGE BOARD MEETING

Motion by Trustee Evans, seconded by Trustee LeClere, to reconvene the Regular Village Board Meeting of June 13, 2016 at 8:56 P.M. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

EXECUTIVE SESSION

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

Motion by Trustee Gilhooley, seconded by Trustee Evans, to adjourn the Regular Village Board of Trustees meeting of June 13, 2016 at 8:57 p.m. in order to conduct an Executive Session - 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. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

RECONVENE REGULAR VILLAGE BOARD MEETING

Motion by Trustee Evans, seconded by Trustee LeClere, to reconvene the Regular Village Board meeting of June 13 2016 at 9:48 P.M. Upon roll call the motion carried as follows; Ayes; Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

ADJOURNMENT

Motion by Trustee Oberhauser, seconded by Trustee Evans, to adjourn the Regular Village Board Meeting of June 13, 2016 at 9:48 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 JUNE 13, 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 Attorney Richard Ramello, HR Director Michelle Robbins, Village Engineer Derek Treichel, Village Manager Keith Sbiral, Fire Department Chief Patrick Lenzi, Public Works Director Ken Blaauw, Deputy Clerk Theresa Coady, Finance Director Doug Cooper, and Community Development Director Nick Greifer.

On Monday, June 13, 2016, President Kit Ketchmark called the Committee of the Whole meeting to order at 6:52 P.M.

Discussion Items:

Information Services Presentation

Proposed 8 Corners TIF District

Staff recommended the Village of Brookfield Committee of the Whole review and approve the draft ordinance for subsequent consideration by the Village Board. Additionally, the elected officials must complete the conflict of interest discloser per statue.

Agreement with Prudent Man Investors to Manage Bond Proceeds

The Village plans to sell approximately $9 million in GO Bonds at the end of June and is seeking to utilize the services of PMA to maximize the value of the proceeds by investing the funds in fully collateralized vehicles authorized by the State of Illinois. The PMA would also ensure property reporting compliance with the IRS regarding Arbitrage on the bond proceeds.

Item to be on Agenda for approval vote at the Regular Village Board meeting scheduled for June 27, 2016.

E-911 Dispatch Intergovernmental Agreement Draft Review

Staff presentation. Board must approve an Intergovernmental Agreement for WC3 Dispatch by June 30, 2016 for inclusion in the State application.

2016 Road Grader Purchase Public Works

Public Works Director Ken Blaauw provided the Board with information regarding four quotations for the purchase of a Road Grader for the Village of Brookfield. Board approval being sought to purchase this equipment from McCann Equipment for $180,595.00.

ADJOURNMENT

Motion by Trustee Garvey, seconded by Trustee Evans, to adjourn the Committee of the Whole Meeting of June 13, 2016 at 8:56 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 – 06/27/2016

FOR THE PERIOD 06/14/2016 TO 06/27/2016

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 # 06/27/2016 in the Total Amount of $1,335,886.94

_____

President

_____

Chairman of Finance Committee

_____

Village Manager

_____

Village Clerk

Village of Brookfield

Corporate Warrant - 06/27/2016

From Payment Date: 6/14/2016 - To Payment Date: 6/27/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PFC - PUBLIC FUND CHECKING									
Check									
19790	06/14/2016	Open			Utility Management Refund	COLLINS, ALBERT, W	$62.77		
19791	06/14/2016	Open			Utility Management Refund	BOUGHNER, MELISSA	$96.86		
19792	06/14/2016	Open			Utility Management Refund	DOERRIES, JUSTIN	$2.66		
19793	06/14/2016	Open			Utility Management Refund	SZABLEWSKI, AL AND LYNDA, F	$9.20		
19794	06/14/2016	Open			Utility Management Refund	HOOGSTRA, Doug	$73.77		
19795	06/14/2016	Open			Utility Management Refund	OKRAY, JENNIFER	$9.20		
19796	06/14/2016	Open			Utility Management Refund	FRAMPTON, BETSY	$74.38		
19797	06/14/2016	Open			Utility Management Refund	GAMPP, THOMAS	$24.17		
19798	06/14/2016	Open			Utility Management Refund	ADAME, TONI	$68.95		
19799	06/14/2016	Open			Utility Management Refund	ANDERSON, JOEL	$37.11		
19800	06/14/2016	Open			Accounts Payable	B & F Construction Code Services, Inc.	$825.00		
	Invoice		Date	Description		Amount			
	42716		11/02/2015	September 2015 inspections		$300.00			
	42749		11/04/2015	Project #1114359, 4217 Park		$525.00			
19801	06/14/2016	Open			Utility Management Refund	CLARKE, LINDA	$10.31		
19802	06/14/2016	Open			Accounts Payable	Brookfield/North Riverside Water Commission	$300,470.56		
	Invoice		Date	Description		Amount			
	060116		06/14/2016	May 2016 water		$300,470.56			
19803	06/14/2016	Open			Accounts Payable	PNC Equipment Finance	$19,336.96		
	Invoice		Date	Description		Amount			
	5600996		06/14/2016	grader lease #126159000		$19,336.96			
19804	06/14/2016	Open			Utility Management Refund	DUELL, ALICIA	$37.11		
19805	06/14/2016	Open			Utility Management Refund	GRANT, MICHAEL	$37.11		
19806	06/15/2016	Open			Utility Management Refund	PERTHEL, JOAN	$43.66		
19807	06/15/2016	Open			Utility Management Refund	GEORGE, AUDREY	$37.11		
19808	06/17/2016	Open			Utility Management Refund	STRANSKY, FRANK	$68.95		
19809	06/20/2016	Open			Utility Management Refund	BERNALES, RICARDO	$41.37		

Corporate Warrant - 06/27/2016

From Payment Date: 6/14/2016 - To Payment Date: 6/27/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19810	06/27/2016	Open			Accounts Payable	A & M Parts Inc.	$1,007.99		

Invoice	Date	Description	Amount
573040	06/20/2016	throttle body cleaner, oil filter, atm-20 fuse	$218.43
573701	06/20/2016	reman elect computer, core deposit, ford flash	$615.91
573238	06/20/2016	100 pc mini care asst, wiper blades	$31.56
572931	06/20/2016	brake caliper, core deposit	$146.76
572030	06/20/2016	connector, gen trim adhv clear	$25.49
572453	06/20/2016	m c lic courtesy lamp, hitchpin	$15.04
573104	06/20/2016	brake pedal pad	$4.46
573284	06/20/2016	battery box	$14.99
573240	06/20/2016	core deposit	($55.56)
569932	06/22/2016	scraper	($9.09)

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19811	06/27/2016	Open			Accounts Payable	Accurate Document Destruction	$79.50		

Invoice	Date	Description	Amount
14129739	06/20/2016	shredding service	$79.50

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19812	06/27/2016	Open			Accounts Payable	Airgas USA, LLC	$1,064.88		

Invoice	Date	Description	Amount
9936354074	06/22/2016	welding gases	$230.66
9500335467	06/22/2016	medical oxygen, cylinder rental	$834.22

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19813	06/27/2016	Open			Accounts Payable	American Solutions for Business	$2,210.25		

Invoice	Date	Description	Amount
INV02616228	06/22/2016	parking tickets 4pt	$2,210.25

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19814	06/27/2016	Open			Accounts Payable	Aramark Refreshment Services	$317.60		

Invoice	Date	Description	Amount
8977351	06/20/2016	half & half, coffee	$175.99
8946591	06/22/2016	coffee	$141.61

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19815	06/27/2016	Open			Accounts Payable	AT&T	$274.42		

Invoice	Date	Description	Amount
2016-00000441	06/22/2016	708-485-6045 626 7	$164.27
060416	06/22/2016	708-485-2266 001	$110.15

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19816	06/27/2016	Open			Accounts Payable	B & F Construction Code Services, Inc.	$608.56		

Invoice	Date	Description	Amount
44057	06/20/2016	project #1114946, 9120 Ogden	$608.56

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19817	06/27/2016	Open			Accounts Payable	Blue Cross Blue Shield of IL	$154,757.55		

Invoice	Date	Description	Amount
2016-00000442	06/22/2016	medical insurance premiums-acct #051133	$154,757.55

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19818	06/27/2016	Open			Accounts Payable	Blue Tarp Financial, Inc.	$1,153.50		

Invoice	Date	Description	Amount
35524388	06/22/2016	semi trash, multi purp, green pvc suc, blue pvc disch	$1,153.50

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19819	06/27/2016	Open			Accounts Payable	BridgePay Network Solutions LLC	$28.00		

Invoice	Date	Description	Amount
1281	06/20/2016	esuite transactions	$28.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19820	06/27/2016	Open			Accounts Payable	Brookfield True Value Hardware	$123.62		

Invoice	Date	Description	Amount
89417	06/20/2016	hose nozzle	$5.84

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	89441		06/20/2016	simple green			$8.99			
	89452		06/20/2016	wax			$10.78			
	89389		06/22/2016	aa batteries			$14.38			
	89397		06/22/2016	wet jet			$21.56			
	89399		06/22/2016	sand paper, scrub sponge, paint roller, paint tray, tape measure			$16.60			
	89442		06/22/2016	natural air filters, swiffer wet jet			$40.09			
	89449		06/22/2016	bleach			$5.38			
19821	06/27/2016	Open			Accounts Payable	C.O.P.S. Testing Service, Inc.		$150.00		
	Invoice		Date	Description			Amount			
	103686		06/20/2016	eligibility register extension			$150.00			
19822	06/27/2016	Open			Accounts Payable	Call One		$7,134.53		
	Invoice		Date	Description			Amount			
	061516		06/22/2016	local/long dist svc			$7,134.53			
19823	06/27/2016	Open			Accounts Payable	Case Lots, Inc.		$340.35		
	Invoice		Date	Description			Amount			
	013446		06/20/2016	toilet tissue, can liner			$129.70			
	013310		06/20/2016	white towels heavenly soft, c fold towels, can liner, box soap			$210.65			
19824	06/27/2016	Open			Accounts Payable	Center for Education & Employment Law		$124.95		
	Invoice		Date	Description			Amount			
	A25942330		06/22/2016	DESKBOOK			$124.95			
19825	06/27/2016	Open			Accounts Payable	Comcast		$294.70		
	Invoice		Date	Description			Amount			
	2016-00000439		06/22/2016	8771 20 167 0165665 - internet at FD			$144.85			
	2016-00000440		06/22/2016	internet @ VH			$149.85			
19826	06/27/2016	Open			Accounts Payable	ComEd		$849.58		
	Invoice		Date	Description			Amount			
	2016-00000403		06/20/2016	0134327003 - Dusk to Dawn			$624.53			
	2016-00000404		06/20/2016	2427077087 - svc @ 4315 Park Concession Stand			$225.05			
19827	06/27/2016	Open			Accounts Payable	Connell Plumbing, Inc.		$185.00		
	Invoice		Date	Description			Amount			
	06142016		06/22/2016	LAV SINK, CAULK SINK			$185.00			
19828	06/27/2016	Open			Accounts Payable	Costar Realty Information, Inc.		$977.36		
	Invoice		Date	Description			Amount			
	103784112		06/20/2016	property professional			$977.36			
19829	06/27/2016	Open			Accounts Payable	De Lage Landen Public Finance		$2,752.25		
	Invoice		Date	Description			Amount			
	50323139		06/20/2016	copiers			$575.25			
	2016-00000438		06/22/2016	copier contracts			$2,177.00			
19830	06/27/2016	Open			Accounts Payable	Delta Dental Of Illinois - Risk		$9,419.41		
	Invoice		Date	Description			Amount			
	2016-00000436		06/22/2016	Dental Insurance - group #10448-000-00002-00001			$149.08			
	2016-00000437		06/22/2016	Vision Insurance			$232.83			
	2016-00000443		06/22/2016	Dental Insurance - group #10448-000-00001-00000			$9,037.50			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19831	06/27/2016	Open			Accounts Payable	Delta Gloves	$186.55		
	Invoice		Date	Description		Amount			
	INV147639		06/22/2016	GLOVES		$186.55			
19832	06/27/2016	Open			Accounts Payable	Dynamex, Inc.	$105.18		
	Invoice		Date	Description		Amount			
	1983263		06/22/2016	COURIER SERVICE		$105.18			
19833	06/27/2016	Open			Accounts Payable	Dynegy Energy Services	$13,956.67		
	Invoice		Date	Description		Amount			
	149040616051		06/20/2016	Account ID 0307039096 - Street Lighting		$13,956.67			
19834	06/27/2016	Open			Accounts Payable	Eastern Illinois University	$80.00		
	Invoice		Date	Description		Amount			
	061716		06/20/2016	IMTA membership dues		$80.00			
19835	06/27/2016	Open			Accounts Payable	Easypermit Postage	$56.51		
	Invoice		Date	Description		Amount			
	061216		06/20/2016	postage		$56.51			
19836	06/27/2016	Open			Accounts Payable	Factory Motor Parts	$939.66		
	Invoice		Date	Description		Amount			
	50-1342856		06/20/2016	rotor asy		$570.78			
	501-1343265		06/20/2016	motor asy - wiper		$184.44			
	50-1342770		06/20/2016	motor asy - wiper		$184.44			
19837	06/27/2016	Open			Accounts Payable	Foster's Truck Repair	$30.00		
	Invoice		Date	Description		Amount			
	30467		06/20/2016	truck repairs		$30.00			
19838	06/27/2016	Open			Accounts Payable	Global Capacity	$523.25		
	Invoice		Date	Description		Amount			
	49481183		06/22/2016	INTERNET		$523.25			
19839	06/27/2016	Open			Accounts Payable	Grimco, Inc	$4,202.10		
	Invoice		Date	Description		Amount			
	14755522-01		06/20/2016	banner brackets for 30" single banner		$4,202.10			
19840	06/27/2016	Open			Accounts Payable	Groot Industries, Inc.	$488.56		
	Invoice		Date	Description		Amount			
	CR125455		06/22/2016	GARBAGE		$488.56			
19841	06/27/2016	Open			Accounts Payable	Groot Industries, Inc.	$97,752.37		
	Invoice		Date	Description		Amount			
	14136365		06/20/2016	residential garbage svc		$97,752.37			
19842	06/27/2016	Open			Accounts Payable	Groot Industries, Inc.	$23,198.59		
	Invoice		Date	Description		Amount			
	14136368		06/20/2016	yard waste		$23,198.59			
19843	06/27/2016	Open			Accounts Payable	Hancock Engineering	$108,269.96		
	Invoice		Date	Description		Amount			
	16-0168		06/22/2016	custer ave improvement - design		$1,375.00			
	16-0167		06/22/2016	2015 capital imp program		$1,250.00			
	16-0181		06/22/2016	shields ave phase iii construction engineering		$16,676.33			
	16-0106		06/22/2016	VH parking lot - mwrd green infrastructure app		$3,200.00			
	16-0104		06/22/2016	custer ave improvement - design		$1,250.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	16-0267		06/22/2016	custer ave improvement - design			$640.00			
	16-0097		06/22/2016	burlington/du bois collector route application			$1,000.00			
	16-0094		06/22/2016	2015 capital improvement program			$3,565.00			
	16-0260		06/22/2016	shields ave phase iii construction engineering			$18,589.63			
	16-0262		06/22/2016	brookfield ave bridge replacement			$640.00			
	16-0271		06/22/2016	2016 street improvements project			$35,236.50			
	16-0274		06/22/2016	2016 striping program			$1,230.00			
	16-0273		06/22/2016	2016 sidewalk program			$1,653.00			
	16-0275		06/22/2016	2016 crack filling program			$984.00			
	16-0105		06/22/2016	development ordinance			$250.00			
	16-0103		06/22/2016	9520 henrietta - residential improvements			$375.00			
	16-0102		06/22/2016	9540 jackson - residential improvements			$125.00			
	16-0101		06/22/2016	rbhs parking lot review			$250.00			
	16-0093		06/22/2016	2015 misc - sfh development - 9540 jackson			$360.00			
	16-0264		06/22/2016	3934 madison ave - residential development			$123.00			
	16-0265		06/22/2016	9520 henrietta - residential improvements			$430.50			
	16-0266		06/22/2016	3608 rosemear - residential improvements			$184.50			
	16-0270		06/22/2016	program year 2016 cdbg application			$1,240.00			
	16-0276		06/22/2016	8832 congress park - residential development			$768.00			
	16-0162		06/22/2016	mwrdgc sewer lining			$375.00			
	16-0095		06/22/2016	combined sewer repair project			$1,625.00			
	16-0263		06/22/2016	npdes - ms4 - annual reportin			$492.00			
	16-0268		06/22/2016	30th ave combined sewer overflow repair			$3,820.00			
	16-0163		06/22/2016	30th ave combined sewer overflow repair			$3,715.00			
	16-0269		06/22/2016	mwrdgc sewer lining			$256.00			
	16-0272		06/22/2016	2016 sewer cleaning & televising			$1,230.00			
	16-0092		06/22/2016	prairie ave water main			$3,561.50			
	16-0161		06/22/2016	lmo-2 annual reporting			$420.00			
	16-0096		06/22/2016	lmo-2 annual reporting			$1,380.00			
19844	06/27/2016	Open			Accounts Payable	IGFOA		$700.00		
	Invoice		Date	Description			Amount			
	061316		06/20/2016	2016 Annual Conference - Cooper, Rovner			$700.00			
19845	06/27/2016	Open			Accounts Payable	Illinois Public Safety Agency Network		$4,566.00		
	Invoice		Date	Description			Amount			
	00040929		06/22/2016	BULLET-TIER 1,2,3 ALECS, ALERTS TIER 3, MINI BULLET			$4,566.00			
19846	06/27/2016	Open			Accounts Payable	Illinois State Police-Bureau of Identification		$119.00		
	Invoice		Date	Description			Amount			
	053116		06/20/2016	ORI: ILL13562S, COST CENTER: 03740			$119.00			
19847	06/27/2016	Open			Accounts Payable	Intoximeters		$205.25		
	Invoice		Date	Description			Amount			
	534645		06/22/2016	DRYGAS 108L			$205.25			
19848	06/27/2016	Open			Accounts Payable	IRMA		$3,663.51		
	Invoice		Date	Description			Amount			
	SALES0015201		06/20/2016	May deductible			$2,285.58			
	SALES0015249		06/20/2016	May optional deductible			$1,332.93			
	IVC0009710		06/20/2016	police recruitment			$45.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19849	06/27/2016	Open			Accounts Payable	J.G. Uniforms, Inc.	$380.00		
	Invoice		Date	Description			Amount		
	2993		06/22/2016	CUSTOM BLACK VEST COVER			$188.00		
	2994		06/22/2016	CUSTOM BLK VEST COVER			$185.00		
	2453		06/22/2016	ALTERATION			$7.00		
19850	06/27/2016	Open			Accounts Payable	Jack's Inc.	$215.00		
	Invoice		Date	Description			Amount		
	ORDER#342147		06/22/2016	2-1/4" DRIVE			$215.00		
19851	06/27/2016	Open			Accounts Payable	James Dean Muffler & Brake	$110.00		
	Invoice		Date	Description			Amount		
	1410		06/20/2016	repair side exhaust, clamp mufflers			$110.00		
19852	06/27/2016	Open			Accounts Payable	JEFF WAGGONER GRAPHIC DESIGN	$455.00		
	Invoice		Date	Description			Amount		
	06202016		06/22/2016	GRAPHIC DESIGN			$455.00		
19853	06/27/2016	Open			Accounts Payable	K-Five Hodgkins LLC	$4,788.02		
	Invoice		Date	Description			Amount		
	369MB		06/20/2016	6 wheeler dump			$200.00		
	514MB		06/22/2016	STREET MATERIALS			$1,488.79		
	496MB		06/22/2016	STREET MATERIALS			$2,481.10		
	560MB		06/22/2016	STREET MATERIALS			$618.13		
19854	06/27/2016	Open			Accounts Payable	Kara Co Inc.	$1,383.46		
	Invoice		Date	Description			Amount		
	319054		06/20/2016	leica rugby 610 laserkit, aluminum tripod shoulder strap,			$1,093.36		
	319090		06/20/2016	premium lath mixed hard wood blend			$88.50		
	319299		06/22/2016	SURVEY PAINT			$201.60		
19855	06/27/2016	Open			Accounts Payable	Koch, Chad	$1,465.60		
	Invoice		Date	Description			Amount		
	160613		06/20/2016	yoga/tai chi winter session 3			$777.60		
	160602		06/20/2016	martial arts winter session 5			$688.00		
19856	06/27/2016	Open			Accounts Payable	La Grange Materials, Inc.	$37.95		
	Invoice		Date	Description			Amount		
	77302		06/20/2016	speccoplug-5 gallon w 10			$37.95		
19857	06/27/2016	Open			Accounts Payable	La Grange Pk Ace Hardware	$37.72		
	Invoice		Date	Description			Amount		
	63599		06/22/2016	DAWN ORIGINAL			$24.25		
	63693		06/22/2016	WALLDOG AND CHROME HOOK			$7.19		
	63775		06/22/2016	SPONGES AND PLUMBERS PUTTY			$6.28		
19858	06/27/2016	Open			Accounts Payable	Lapshin, Tracy	$285.60		
	Invoice		Date	Description			Amount		
	16spr		06/20/2016	fencing classes			$285.60		
19859	06/27/2016	Open			Accounts Payable	Lehigh Hanson	$1,497.64		
	Invoice		Date	Description			Amount		
	5563444		06/20/2016	3" stone			$327.25		
	5563766		06/20/2016	3" stone			$165.51		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	5562809		06/20/2016	3" stone, grade 8 stone			$1,004.88			
19860	06/27/2016	Open			Accounts Payable	Lenartson, Ann		$503.60		
	Invoice		Date	Description			Amount			
	06152016		06/22/2016	DANCE CLASSES			$503.60			
19861	06/27/2016	Open			Accounts Payable	Leslie Heating & Cooling Inc.		$202.50		
	Invoice		Date	Description			Amount			
	S-22491		06/22/2016	SERVICE CALL			$202.50			
19862	06/27/2016	Open			Accounts Payable	Living Waters Consultants, Inc.		$1,400.00		
	Invoice		Date	Description			Amount			
	2030		06/20/2016	native plant maint: monroe bioswale, ehlert, kiwanis			$1,400.00			
19863	06/27/2016	Open			Accounts Payable	M.E. Simpson Co., Inc.		$610.00		
	Invoice		Date	Description			Amount			
	28587		06/20/2016	leak location services at forest & plainfield			$610.00			
19864	06/27/2016	Open			Accounts Payable	MABAS Division 10		$20.00		
	Invoice		Date	Description			Amount			
	16-BRKF FD		06/22/2016	REG FEE DIV 10 ANNUAL SYMPOSIUM			$20.00			
19865	06/27/2016	Open			Accounts Payable	Menards		$546.02		
	Invoice		Date	Description			Amount			
	36101		06/20/2016	2" cam x 2" hose barb, prem discharge hose			$196.05			
	36897		06/22/2016	PARTS/SUPPLIES			$149.40			
	36759		06/22/2016	FLEX DRAIN, COUPLER, MED DUTY GLOVE			$46.22			
	37322		06/22/2016	FILL AND SEAL, 4 GAL WATER, BONUS TUBE			$154.35			
19866	06/27/2016	Open			Accounts Payable	Midwest Meter Inc.		$24,510.00		
	Invoice		Date	Description			Amount			
	0078535-IN		06/22/2016	WATER MTU (252), PULSE DUAL PORT (6)			$24,510.00			
19867	06/27/2016	Open			Accounts Payable	Midwest Orthopaedics at Rush		$566.00		
	Invoice		Date	Description			Amount			
	11351		06/20/2016	preemployment physicals			$504.00			
	05162016		06/22/2016	employment testing ARROYO			$62.00			
19868	06/27/2016	Open			Accounts Payable	Miner Electronics Corp		$937.28		
	Invoice		Date	Description			Amount			
	260566		06/22/2016	car466 cable maint			$142.50			
	98843		06/22/2016	vehicle maint police			$571.50			
	260499		06/22/2016	car461 siren box			$223.28			
19869	06/27/2016	Open			Accounts Payable	Muellermist Irrigation Co.		$135.00		
	Invoice		Date	Description			Amount			
	64262		06/20/2016	replace rotary head at overholt			$135.00			
19870	06/27/2016	Open			Accounts Payable	NICOR		$138.20		
	Invoice		Date	Description			Amount			
	2016-00000410		06/20/2016	3840 Maple			$24.55			
	2016-00000411		06/20/2016	4301 Elm			$32.22			
	2016-00000412		06/20/2016	4523 Eberly			$81.43			

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19871	06/27/2016	Open			Accounts Payable	O'Leary's Contractors Equipment & Supply, Inc	$6,825.00		

Invoice	Date	Description	Amount
176474	06/20/2016	roller ride-on diesel aspha, trailer utility hydr	$592.00
177624	06/22/2016	equipment	$3,100.00
177622	06/22/2016	air compressor and hoses	$1,343.00
174944	06/22/2016	screed bar, vibrating hand	$1,790.00

19872	06/27/2016	Open			Accounts Payable	Orkin Inc.	$512.26		

Invoice	Date	Description	Amount
122944307	06/20/2016	pest control - 3830 Maple	$67.37
122943933	06/20/2016	pest control - 4301 Elm	$49.87
122944147	06/20/2016	pest control - 4523 Eberly	$61.25
122943455	06/20/2016	pest control - 4545 Eberly	$73.83
122944344	06/20/2016	pest control - 8820 Brookfield	$72.21
122942961	06/20/2016	pest control - fire stations 1&2	$119.02
122944190	06/20/2016	pest control - train station	$68.71

19873	06/27/2016	Open			Accounts Payable	Patten Industries, Inc.	$2,096.59		

Invoice	Date	Description	Amount
p50c0951645	06/22/2016	filters	$192.09
tm500366044	06/22/2016	parts and supplies	$1,904.50

19874	06/27/2016	Open			Accounts Payable	Pinner Electric, Inc.	$1,177.58		

Invoice	Date	Description	Amount
26894	06/20/2016	street lighting	$1,177.58

19875	06/27/2016	Open			Accounts Payable	Pitney Bowes	$328.80		

Invoice	Date	Description	Amount
1000837817	06/22/2016	postage	$328.80

19876	06/27/2016	Open			Accounts Payable	Portable John, Inc.	$200.00		

Invoice	Date	Description	Amount
A-209336	06/22/2016	portable restroom service	$200.00

19877	06/27/2016	Open			Accounts Payable	Ray O'Herron Co., Inc.	$308.96		

Invoice	Date	Description	Amount
1623952-IN	06/22/2016	MIHALIK	$262.45
1625250-IN	06/22/2016	ANDY LOWRY	$4.99
1625251-IN	06/22/2016	UNIFORMS	$41.52

19878	06/27/2016	Open			Accounts Payable	Reliable Materials Lyons LLC	$3,374.19		

Invoice	Date	Description	Amount
65426	06/20/2016	M110 IDOT CA-6 60/40	$247.66
65427	06/20/2016	M110 IDOT CA-6 60/40	$202.94
66136	06/20/2016	mixed load dump - 6 whl	$1,605.00
66138	06/20/2016	mixed load dump - 6 whl	$966.00
65425	06/20/2016	mixed load dump - 6 whl	$107.00
66137	06/20/2016	M110 IDOT CA-6 60/40	$118.96
68326	06/22/2016	garbage	$36.53
67555	06/22/2016	garbage	$49.60
68327	06/22/2016	garbage	$40.50

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19879	06/27/2016	Open			Accounts Payable	Ricmar Industries	$916.08		
	Invoice		Date	Description			Amount		
	323860		06/22/2016	planting supplies			$916.08		
19880	06/27/2016	Open			Accounts Payable	Rush Truck Center - Chicago	$1,203.78		
	Invoice		Date	Description			Amount		
	3002666255		06/20/2016	truck repairs			$1,203.78		
19881	06/27/2016	Open			Accounts Payable	Sharpe, Timothy, W.	$5,000.00		
	Invoice		Date	Description			Amount		
	051616		06/20/2016	actuarial valuations, disclosures, ben stmts for pension funds			$5,000.00		
19882	06/27/2016	Open			Accounts Payable	Sherwin Williams Co.	$551.00		
	Invoice		Date	Description			Amount		
	4664-2		06/20/2016	paint			$551.00		
19883	06/27/2016	Open			Accounts Payable	Sign Up Sign Co.	$2,616.00		
	Invoice		Date	Description			Amount		
	16141		06/20/2016	vinyl pole banners as per approved artwork			$2,448.00		
	16143		06/20/2016	summer concert banner			$168.00		
19884	06/27/2016	Open			Accounts Payable	Sirchie Fingerprint Labs	$367.19		
	Invoice		Date	Description			Amount		
	0257384-IN		06/22/2016	evidence/crime scene supplies			$367.19		
19885	06/27/2016	Open			Accounts Payable	Staples Advantage	$594.46		
	Invoice		Date	Description			Amount		
	330532248		06/22/2016	office supplies			$121.09		
	3305322427		06/22/2016	office supplies			$23.99		
	3304101068		06/22/2016	office supplies			$193.98		
	3303200681		06/22/2016	office supplies			$50.21		
	3285627557		06/22/2016	office supplies			$205.19		
19886	06/27/2016	Open			Accounts Payable	Storino, Ramello & Durkin	$41,318.26		
	Invoice		Date	Description			Amount		
	69448		06/20/2016	village legal fees			$19,906.61		
	69233		06/20/2016	village legal fees			$21,411.65		
19887	06/27/2016	Open			Accounts Payable	Suburban Truck Parts	$561.33		
	Invoice		Date	Description			Amount		
	34048		06/22/2016	vehicle parts			$561.33		
19888	06/27/2016	Open			Accounts Payable	Swan Cleaners	$25.80		
	Invoice		Date	Description			Amount		
	8096		06/22/2016	cleaning			$15.00		
	8120		06/22/2016	cleaning			$10.00		
	8128		06/22/2016	cleaning			$10.00		
	Balance043016		06/22/2016	Balance forward			($9.20)		
19889	06/27/2016	Open			Accounts Payable	Third Millennium Associates, Inc	$766.62		
	Invoice		Date	Description			Amount		
	19580		06/20/2016	June water bills			$766.62		

Village of Brookfield

Corporate Warrant - 06/27/2016

From Payment Date: 6/14/2016 - To Payment Date: 6/27/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19890	06/27/2016	Open			Accounts Payable	Tinley Ice Company	$250.00		
	Invoice		Date	Description			Amount		
	279945		06/20/2016	small size 04			$250.00		
19891	06/27/2016	Open			Accounts Payable	Tyler Technologies	$218.00		
	Invoice		Date	Description			Amount		
	050071		06/22/2016	logos.net service			$218.00		
19892	06/27/2016	Open			Accounts Payable	Unifirst Corporation	$489.95		
	Invoice		Date	Description			Amount		
	081 1117996		06/20/2016	laundry service			$154.47		
	2016-00000433		06/22/2016	Village Hall Mats			$123.45		
	2016-00000434		06/22/2016	Public Works Mats			$26.15		
	2016-00000435		06/22/2016	Metra Station Mats			$29.09		
	0811119595		06/22/2016	laundry services			$156.79		
19893	06/27/2016	Open			Accounts Payable	Village of La Grange Park	$9,802.12		
	Invoice		Date	Description			Amount		
	06212016		06/22/2016	net west radio network telephone line charge			$9,802.12		
19894	06/27/2016	Open			Accounts Payable	Village of Romeoville Fire Academy	$340.00		
	Invoice		Date	Description			Amount		
	2016-307		06/20/2016	swiftwater rescue technician			$340.00		
19895	06/27/2016	Open			Accounts Payable	Visa	$1,842.04		
	Invoice		Date	Description			Amount		
	2016-00000430		06/20/2016	CEDD account *2025			$1,635.39		
	2016-00000432		06/22/2016	admin acct *1795			$206.65		
19896	06/27/2016	Open			Accounts Payable	Warehouse Direct Workplace Solutions	$388.56		
	Invoice		Date	Description			Amount		
	3086641-0		06/20/2016	solicitor badge holders, yellow paper, letter openers			$66.74		
	3089446-0		06/20/2016	toner, post its, pens			$321.82		
19897	06/27/2016	Open			Accounts Payable	Wednesday Journal	$175.00		
	Invoice		Date	Description			Amount		
	16240085		06/22/2016	summer movies and concerts ad			$175.00		
19898	06/27/2016	Open			Accounts Payable	Welsch Ready Mix, Inc	$1,747.90		
	Invoice		Date	Description			Amount		
	134463		06/20/2016	71PCC100W pv si idot			$873.95		
	134571		06/22/2016	street materials			$873.95		
19899	06/27/2016	Open			Accounts Payable	Wentworth Tire Service	$2,383.26		
	Invoice		Date	Description			Amount		
	40001099		06/22/2016	aluminum rim valves, steel rim valves UNIT 18			$2,383.26		
19900	06/27/2016	Open			Accounts Payable	West Central Municipal Conference	$425.00		
	Invoice		Date	Description			Amount		
	0008322-IN		06/22/2016	annual dinner 05/13/2016 (5)			$425.00		
19901	06/27/2016	Open			Accounts Payable	West Cook County Solid Waste Agency	$22,844.25		
	Invoice		Date	Description			Amount		
	2016-00000431		06/22/2016	Disp/Admin fee			$22,844.25		

Village of Brookfield

Corporate Warrant - 06/27/2016

From Payment Date: 6/14/2016 - To Payment Date: 6/27/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19902	06/27/2016	Open			Accounts Payable	Westfield Ford	$533.65		
	Invoice		Date	Description			Amount		
	414942		06/20/2016	truck repairs			$161.35		
	05312016		06/22/2016	service and sales			$161.35		
	612125		06/22/2016	adjuster			$210.95		
19903	06/27/2016	Open			Accounts Payable	Wholesale Direct Inc.	$602.30		
	Invoice		Date	Description			Amount		
	000221173		06/22/2016	led lightbar			$602.30		
19904	06/27/2016	Open			Accounts Payable	Esterline, Derek	$150.00		
	Invoice		Date	Description			Amount		
	060316		06/20/2016	boot allowance			$150.00		
19905	06/27/2016	Open			Accounts Payable	Covington, Adrien, J	$1,500.00		
	Invoice		Date	Description			Amount		
	061316		06/20/2016	Park concert on 7/29 - Run Forrest Run			$1,500.00		
19906	06/27/2016	Open			Accounts Payable	Piech, Ron	$750.00		
	Invoice		Date	Description			Amount		
	051716		06/20/2016	Park concert on 7/8 - Peach's Beach Party			$750.00		
19907	06/27/2016	Open			Accounts Payable	Prism Entertainment LTD	$4,550.00		
	Invoice		Date	Description			Amount		
	050916-2		06/20/2016	Balance due for music/sound for 4th of July			$4,550.00		
19908	06/27/2016	Open			Accounts Payable	National Power Rodding Corp	$36,082.34		
	Invoice		Date	Description			Amount		
	PayEst1		06/20/2016	2016 sewer cleaning and televising project			$25,182.89		
	PayEst1-Supp		06/20/2016	2016 supplemental sewer cleaning and televising project			$10,899.45		
19909	06/27/2016	Open			Accounts Payable	DOSEK, JOSEF	$2,475.00		
	Invoice		Date	Description			Amount		
	061316		06/20/2016	Flood mitigation reimbursement			$2,475.00		
19910	06/27/2016	Open			Accounts Payable	DOSEK, RICHARD & PATRICIA	$2,475.00		
	Invoice		Date	Description			Amount		
	061316		06/20/2016	Flood mitigation reimbursement			$2,475.00		
19911	06/27/2016	Open			Accounts Payable	FOGARTY, KEVIN	$1,925.00		
	Invoice		Date	Description			Amount		
	061316		06/20/2016	Flood mitigation reimbursement			$1,925.00		
19912	06/27/2016	Open			Accounts Payable	GERBERI, ELEANOR	$1,900.00		
	Invoice		Date	Description			Amount		
	061716		06/20/2016	Flood mitigation reimbursement			$1,900.00		
19913	06/27/2016	Open			Accounts Payable	HOFFMANN, NICOLE	$1,800.00		
	Invoice		Date	Description			Amount		
	061716		06/20/2016	Flood mitigation reimbursement			$1,800.00		
19914	06/27/2016	Open			Accounts Payable	KENNING, MARK	$4,000.00		
	Invoice		Date	Description			Amount		
	061316		06/20/2016	Flood mitigation reimbursement			$4,000.00		

Village of Brookfield

Corporate Warrant - 06/27/2016

From Payment Date: 6/14/2016 - To Payment Date: 6/27/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19915	06/27/2016	Open			Accounts Payable	REBELLATO, TONY	$2,500.00		
	Invoice		Date	Description			Amount		
	061316		06/20/2016	Flood mitigation reimbursement			$2,500.00		
19916	06/27/2016	Open			Accounts Payable	Purgatorio, James	$50.00		
	Invoice		Date	Description			Amount		
	RT3882		06/20/2016	picnic refund			$50.00		
19917	06/27/2016	Open			Accounts Payable	TRACY, L	$50.00		
	Invoice		Date	Description			Amount		
	RT3848		06/20/2016	picnic refund			$50.00		
19918	06/27/2016	Open			Accounts Payable	Wascher, Chris	$110.00		
	Invoice		Date	Description			Amount		
	RT3847		06/20/2016	picnic refund			$110.00		
19919	06/27/2016	Open			Accounts Payable	Becktel, Valeenen	$200.00		
	Invoice		Date	Description			Amount		
	061716		06/20/2016	Face painting at 4th of July			$200.00		
19920	06/27/2016	Open			Accounts Payable	Fellows, Tracey	$178.00		
	Invoice		Date	Description			Amount		
	RT3947		06/20/2016	refund for Kids First Soccer Camp			$178.00		
19921	06/27/2016	Open			Accounts Payable	Keelan, Patrick	$650.00		
	Invoice		Date	Description			Amount		
	051716		06/20/2016	Park concert on 7/22 - Johnny Lightning and the Thunder			$650.00		
19922	06/27/2016	Open			Accounts Payable	A+ Presidential Plumbing & Sewer	$1,000.00		
	Invoice		Date	Description			Amount		
	060816		06/20/2016	Parkway bond, 3931 Sunnyside, permit #2016-00000161			$1,000.00		
19923	06/27/2016	Open			Accounts Payable	Same Day Service Inc	$1,000.00		
	Invoice		Date	Description			Amount		
	060816		06/20/2016	parkway bond, 4157 Madison, permit #2016-00000283			$1,000.00		
19924	06/27/2016	Open			Accounts Payable	Shaft, Colby	$1,000.00		
	Invoice		Date	Description			Amount		
	060916		06/20/2016	Parkway bond, permit #2016-00000202			$1,000.00		
19925	06/27/2016	Open			Accounts Payable	Gorzkowicz, Iwona	$50.00		
	Invoice		Date	Description			Amount		
	RT3883		06/20/2016	picnic refund			$50.00		
19926	06/27/2016	Open			Accounts Payable	Kahl, Lynn	$150.00		
	Invoice		Date	Description			Amount		
	RT3846		06/20/2016	picnic refund			$150.00		
19927	06/27/2016	Open			Accounts Payable	Kunas, Kristen	$50.00		
	Invoice		Date	Description			Amount		
	RT3884		06/20/2016	picnic refund			$50.00		
19928	06/27/2016	Open			Accounts Payable	Lopez, Olga	$60.00		
	Invoice		Date	Description			Amount		
	RT3850		06/20/2016	picnic refund			$60.00		

Village of Brookfield

Corporate Warrant - 06/27/2016

From Payment Date: 6/14/2016 - To Payment Date: 6/27/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
19929	06/27/2016	Open			Accounts Payable	Lorek, Cynthia		$50.00		
	Invoice		Date	Description			Amount			
	RT3844		06/20/2016	picnic refund			$50.00			
19930	06/27/2016	Open			Accounts Payable	Manteck, Courtney		$60.00		
	Invoice		Date	Description			Amount			
	RT3926		06/20/2016	picnic refund			$60.00			
19931	06/27/2016	Open			Accounts Payable	Martinez, Celeste		$80.00		
	Invoice		Date	Description			Amount			
	RT3880		06/20/2016	picnic refund			$80.00			
19932	06/27/2016	Open			Accounts Payable	Milivosevic, Obrad		$50.00		
	Invoice		Date	Description			Amount			
	RT3881		06/20/2016	picnic refund			$50.00			
19933	06/27/2016	Open			Accounts Payable	Moreno, Socorro		$110.00		
	Invoice		Date	Description			Amount			
	RT3924		06/20/2016	picnic refund			$110.00			
19934	06/27/2016	Open			Accounts Payable	Newland, Sarah		$33.00		
	Invoice		Date	Description			Amount			
	RT3923		06/20/2016	refund for Disney Rocks			$33.00			
19935	06/27/2016	Open			Accounts Payable	Nikolopoulos, Nick		$21.00		
	Invoice		Date	Description			Amount			
	RT3870		06/20/2016	fencing refund			$21.00			
19936	06/27/2016	Open			Accounts Payable	Nobile, Nancy		$610.00		
	Invoice		Date	Description			Amount			
	RT3849		06/20/2016	picnic refund			$610.00			
19937	06/27/2016	Open			Accounts Payable	Pettus, Lena		$50.00		
	Invoice		Date	Description			Amount			
	RT3843		06/20/2016	picnic refund			$50.00			
19938	06/27/2016	Open			Accounts Payable	Sierra, Ashley		$50.00		
	Invoice		Date	Description			Amount			
	RT3845		06/20/2016	picnic refund			$50.00			
19939	06/27/2016	Open			Accounts Payable	Swift, Julianne		$50.00		
	Invoice		Date	Description			Amount			
	RT3925		06/20/2016	picnic refund			$50.00			
Type Check Totals:					150 Transactions			$981,094.23		
EFT										
409	06/17/2016	Open			Accounts Payable	Village of Brookfield		$342,122.89		
	Invoice		Date	Description			Amount			
	2016-00000400		06/17/2016	salaries			$342,122.89			
410	06/17/2016	Open			Accounts Payable	Village of Brookfield		$12,552.38		
	Invoice		Date	Description			Amount			
	2016-00000401		06/17/2016	FICA/Medicare			$12,552.38			
411	06/17/2016	Open			Accounts Payable	Village of Brookfield		$117.44		
	Invoice		Date	Description			Amount			
	2016-00000402		06/17/2016	SUI			$117.44			
Type EFT Totals:					3 Transactions			$354,792.71		

Village of Brookfield

Corporate Warrant - 06/27/2016

From Payment Date: 6/14/2016 - To Payment Date: 6/27/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference

PFC - PUBLIC FUND CHECKING Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	150	$981,094.23	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	150	$981,094.23	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	$354,792.71	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	3	$354,792.71	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	153	$1,335,886.94	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	153	$1,335,886.94	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**150**	**$981,094.23**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**150**	**$981,094.23**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**3**	**$354,792.71**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**3**	**$354,792.71**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**153**	**$1,335,886.94**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**153**	**$1,335,886.94**	**$0.00**

BOARD ITEM MEMO

ITEM: WATER RATE INCREASES – BROOKFIELD-NORTH RIVERSIDE WATER COMMISSION
BOARD OF TRUSTEES DATE: June 27, 2016
PREPARED BY: Keith Sbiral ,Village Manager/Doug Cooper Finance Director
PURPOSE: Increase water rates as a result of a rate increase from the Brookfield-North Riverside Water Commission.

BUDGET AMOUNT: See below

BACKGROUND:

As discussed at the Committee of the Whole meeting on April 25, 2016, the Village was notified by the Brookfield-North Riverside Water Commission of increases that were being put in place on January 2, 2016. The increase of 2% is based on a Commission need to cover increasing operating costs as well as 2016 water main construction costs for a new Chicago Supply Main. The Village budgeted a 5% increase in the rate for residential water charges for the 2016 fiscal year. Below is a breakdown of Village of Brookfield's water fee based on a 2% Brookfield rate increase:

VILLAGE OF BROOKFIELD WATER CHARGE BREAKDOWN				
	2015	2016	$ INC	% INC
WATER COMPONENT	$4.84	$4.94	$0.10	2%
ADMINISTRATIVE	$1.75	$1.78	$0.03	2%
MAINTENANCE/REPLACEMENT	$3.46	$3.53	$0.07	2%
CHARGE PER 1,000 GALLONS	$10.05	$10.25	$0.20	2%
	COST PER GALLON-OLD RATE		$0.01005	
			2%	
	COST PER GALLON-REVISED RATE (if apprroved)		$0.01025	

It is recommended that the Village increase its annual water fee in total by 2% to. $10.25 per 1,000 gallons. This would minimize the overall impact of the rate increase from the BNRWC to Brookfield residents, but still maintain adequate growth in the Village's System Replacement and Maintenance Reserve. This rate increase would be effective for all billing after July 1, 2016.

Also attached is a letter from the BNRWC detailing their rate adjustment schedule based on the City of Chicago's revised rate adjustment policy. Going forward, it is expected that the Village of Brookfield will adjust rates, if necessary, in the month of June.

ATTACHMENTS:

Ord # 2016-30

STAFF RECOMMENDATION:

The Board approves an amendment to Appendix A Entitled "Fee Schedule" of the Code of Ordinances, Brookfield Illinois.

REQUESTED COURSE OF ACTION:

The Board approves the amendment at the June 27th meeting.

BROOKFIELD-NORTH RIVERSIDE WATER COMMISSION

8636 Brookfield Avenue
Brookfield, Illinois 60513
Phone: (708) 485-4244 • FAX: (708) 485-9321

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

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

June 20, 2016

Village of Brookfield
8636 Brookfield Avenue
Brookfield, IL. 60513

Re: Water Rate Increases

Dear Customer:

As previously mentioned to you, the City of Chicago has enacted a policy starting on June 1st, 2016 to have a rate adjustment. They have since informed us that there will not be an adjustment this year to their water rates.

Our customers have indicated a yearly rate adjustment would be preferable to a biannual adjustment. With this in mind, the Commission is planning on keeping the current rates in place and perform our normal water rate adjustments for the January 2017 water billing cycle. This rate adjustment will be calculated for a six (6) month term and then a yearly adjustment will be made in June of 2017 and each year thereafter.

This should provide ample time for our customers to adjust to the new billing cycle that Chicago is implementing. Should you have any further questions regarding this matter, please feel free to contact me at (708) 485-4244.

Sincerely,

Robert F. Novotny
Water Superintendent

ORDINANCE NO. 2016 - 30

AN ORDINANCE AMENDING APPENDIX A ENTITLED "FEE SCHEDULE" OF THE CODE OF ORDINANCES, BROOKFIELD, ILLINOIS

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 27th DAY OF JUNE 2016

Published in pamphlet form by
Authority of the Corporate
Authorities of Brookfield, Illinois,
the 27th day of June 2016

ORDINANCE NO. 2016 - 30

AN ORDINANCE AMENDING APPENDIX A ENTITLED "FEE SCHEDULE" OF THE CODE OF ORDINANCES, VILLAGE OF BROOKFIELD, ILLINOIS

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

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

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

Section 1. Adoption of Preamble. The foregoing facts and statements contained in the preamble to this ordinance are found to be true and correct and are hereby adopted as part of this ordinance as if fully set forth herein.

Section 2. Amendment of Appendix A. Appendix A entitled "Fee Schedule" of the Code of Ordinances, Village of Brookfield, Illinois, as amended, be and is hereby further amended to read as follows:

Fee Schedule		
Section		Fee
Chapter 2		
2-963	Return check fee	$25.00
Chapter 4		
4-29	Nonrefundable application and investigation fee for new	$500.00

	sexually oriented business license	
	Nonrefundable application and investigation fee for renewal of a sexually oriented business license	$500.00
	Nonrefundable annual fee	$500.00
	Nonrefundable annual application and investigation fee for new sexually oriented business employee license	$500.00
	Nonrefundable annual application and investigation fee for renewal of a sexually oriented business employee license	$500.00
Chapter 6		
6-56	Initial license application fee	$500.00
6-87	Annual Class 1 license fee	$1,800.00
6-88	Annual Class 2 license fee	$1,800.00
6-89	Annual Class 2A license fee	$1,750.00
6-90	Annual Class 2B license fee	$1,750.00
6-91	Annual Class 3 license fee	$1,275.00
6-93	Annual Class 4 license fee	$350.00
6-94	Annual Class 5 license fee	$600.00
6-95	Annual Class 6 license fee	$600.00
6-96	Annual Class 7 license fee	$1,000.00
6-98	Annual Class 8 license fee	$30.00 unless waived by the local liquor control commissioner
6-99	Annual Class 9 license fee	$300.00
6-100	Annual Class 10 license fee	$1,600.00
6-101	Annual Class 11 license fee	$1,250.00
6-102	Annual Class S or Class S1 subsidiary license	20% of Class 1--7 license issued for premises
6-136	Sales in village buildings and property; park permits based on number of persons attending	
	1--50 adults	$30.00
	51--100 adults	$60.00
	101--250 adults	$150.00
	251 or more adults	$300.00
6-225	Application fee:	
	Terminal operator	$25.00 per video gaming terminal
	Licensed video gaming location	$25.00
6-230	Renewal fees:	$25.00 per video gaming terminal
	Terminal operator	$25.00
	Licensed video gaming location	
6-245	Hearing to contest proposed disciplinary action:	
	Deposit to secure a stenographer	$500.00
Chapter 8		

8-91	Nonrefundable investigation fee	$200.00
8-93	License fees:	
	Distributor	$150.00
	Operator in a public place	$50.00
8-99	Annual tax on amusement devices	$50.00
8-130	Raffles:	
	Class A license	$50.00
	Class A license for retail of valued exceeds $50,000.00	$100.00
	Class B license	$50.00
	Class B license anticipated amount collected during entire season exceeds $50,000.00	$100.00
	Chapter 10	
10-133	Pickup fee	$15.00
	Daily maintenance charge for each day or any part of impoundment	$5.00
	Chapter 12	
12-65	Inspection fees:	
	Single-family residence	$100.00
	Multifamily	$100.00 first unit, $15.00 for each additional unit
	Commercial industrial and institutional buildings:	
	--building containing less than 2,000 square feet	$150.00
	--2,000 through 4,000 square feet	$200.00
	--more than 4,000 square feet	$300.00
12-99	Appeal filing fee	$20.00
12-101	Permit fee	1 ½% of total cost of construction
	Independent contractor review/inspection fee	0.75% of total cost of construction plus fee for contractor
	Permit fee for cement and asphalt flatwork	1 ½% of cost of construction, $25.00 minimum charge
	Building plan review fee:	
	--Single-family residence (per hour)	$30.00, minimum $30.00
	--Multifamily residence (per hour)	$30.00, minimum $30.00
	--Additions to any building (per hour)	$30.00, minimum $30.00
	--Commercial/light manufacturing (per hour)	$30.00, minimum $30.00
	Reroofing permit fees:	

	--Single-family residence		$30.00
	--Multifamily residence		$50.00
	--Commercial/light manufacturing		$75.00
	Permit for moving or removing structures:		
	--Move existing building		$100.00
	--Remove existing building, garage, etc.		$75.00
	Permit fee for construction of permanent and portable signs		$0.50 per square foot of face, sides
	--For illuminated signs		$1.00 per square foot, both sides if 2 sided
	Permit fee for fences		$20.00
	Permit fee for swimming pool, including electrical inspection		$45.00
	Permit fee for shed		$20.00
	Electrical work permit fees:		
	--New construction*		
	----Single-family home under 2,400 sq. ft.		$50.00
	----Single-family home over 2,400 sq. ft.		$75.00
	----Multifamily home units of 600 sq. ft. or less		$30.00 per unit
	----Multifamily home units of over 600 sq. ft. or more		$40.00 per unit
	*Panel inspection fee in addition		$7.50 per circuit
	--Other electrical work		
	----Service revision, first 100 amps		$50.00 per dwelling unit, $15.00 for each additional 100 amps
	----For illuminated electric signs, per square foot of exposed area both sides		$1.00
	----For heating and central air conditioning per living unit		$25.00
	----For electric service to garage		$25.00
	----Replace circuit breaker panel		$25.00
	----Water and sewer service connection fees		
12-103	Water and sewer connection and inspection fee:		
	----Existing ¾ inch taps, must be plugged at the main		$25.00 per man hour
	----Existing water main pressure tap (per diameter inch)		$20.00
	----Water tap, no improvement		$200.00
	----Sewer tap t0 existing stub		$150.00
	----Sewer tap, no improvement		$200.00
	----Re-inspection fees, when necessary		$25.00 per man hour
	Connection inspection fees (standard labor charges):		
	Water:		
	--Service size 1 inch	2 hours	
	--Service size 1 1/2 inch	2 hours	
	--Service size 2 inches	2 hours	

	--Service size 4 inches	3 hours	
	--Service size 6 inches	5 hours	
	--Service size 8 inches	6 hours	
	Sewer		
	--Service size 6 inch	3 hours	
	--Service size 8 inch	5 hours	
	--Service size 12 inch	7 hours	
	--Service size 15 inch	8 hours	
	Service connection fees (standard labor charges):		
	Water:		
	--Service size 1 inch	11 hours	
	--Service size 1 1/2 inch	12 hours	
	--Service size 2 inches	14 hours	
	Minimum charge for assistance—2 hours		
12-104	Water department labor charge for meter installation		
	5/8 inches	2 man hours	$105.00
	1 inch	(licensed plumber at owner's expense)	$158.47
	1 1/2 inches	(licensed plumber at owner's expense)	$300.00
	2 inches	(licensed plumber at owner's expense)	$1,384.75
	3 inches	(licensed plumber at owner's expense)	$1,537.20
	4 inches	(licensed plumber at owner's expense)	$2,504.15
	6 inches	(licensed plumber at owner's expense)	$3,518.10
	8 inches	(licensed plumber at owner's expense)	$4,620.10
12-105	Construction water use fees:		
	Nonrefundable deposit		$25.00
	General construction:		
	--Minimum charge		$5.00
	--For lengths of improvement less than 200 feet		$0.05 per foot
	--For lengths of improvement 200 feet or greater		$0.03 per foot
	Building construction		
	--Minimum charge		$30.00
	--For buildings greater than 1,500 but less than 2,500 sq. ft.		$0.02 per sq. ft.
	--For buildings greater than 2,500 but less than 5,000 sq. ft		$0.01 per sq. ft.
	--For buildings greater than 5,000		$0.005 per sq. ft.
12-107	Satellite antenna (TVRO) permit fee		$25.00, minimum, and 1 1/2 percent of cost, whichever is higher, for each application for a permit to construction
	Inspection fee not covered under satellite antenna permit fee		$25.00 per inspection
12-108	Fee for independent contractor hired by village		$15.00, plus independent contractor fees
12-109	Extended fee for building permit		$50.00

	Second extension filing fee	$75.00
12-110	Appeals filing fee	$75.00
12-203	Fences and hedges--Appeals filing fee	$675.00
12-477	Hotel inspection fees	$1.00 per unit
	Rooming houses	$5.00 plus $1.00 per unit
12-600	Contractor annual license fee	$15.00
	Multiple persons employed annual fee for license	$2.50 for each additional person employed
	Licensed plumber or licensed sewer builders who clean catch basins or sewers	
	(1) --General contractors	$75.00
	--Subcontractors	$50.00
	--Boiler contractors	$25.00
	--Catch basin or sewer cleaners	$20.00
	--Drain layers	$25.00
	--Excavators	$25.00
	--House movers	$25.00
	--Mason contractors	$25.00
	--Roofers	$35.00
	--Sheet metal workers	$25.00
	--Bituminous paving contractors	$25.00
	--Fence installers	$25.00
12-635	Electrical contractor annual fee	$50.00
	Chapter 14	
14-86	Scavengers license fee	
	--Commercial, industrial and institutional service	$250.00
	--Commercial recyclable service	$50.00
	--Commercial construction and demolition services	$50.00
	--Plus fee for placement of each individual container:	
	----Container with capacity of 3 cubic yards or less	$5.00
	----Container with capacity in excess of 3 cubic yards	$30.00
	--Hazardous waste service	$50.00
	--Maximum fee	$250.00
14-366	Commercial solicitation permit fee	$25.00
14-452	Class I or Class II firearms dealer license	$100.00
	Chapter 22	
22-267	Emergency ambulance services	
	(2) Advanced Life Support (ALS) Transport	$1,000.00
	(3) Basic Life Support (BLS) Transport	$750.00
	(4) Response Charge/Treatment with No Transport	$500.00
	(5) Patient Assist (House to Car/Car to House)	No charge
	(6) Oxygen	$150.00

	(7) Nitrous Oxide	$200.00
	Auto Extrication	$750.00
	Chapter 28	
28-31	Annual license fee for operating a nursing home:	
	15 or less residents	$25.00
	16 to 30 residents	$35.00
	31 to 50 residents	$50.00
	51 or more residents	$100.00
	Chapter 34	
34-2	Administrative bail processing fee	$20.00
34-221	Alarm user registration fee	$10.00
34-222	Agency for contracted alarm user	$10.00
34-229	False alarm fee:	
	--4th an 5th response	$25.00 charge each
	--6 or more responses	$100.00 charge each
	Additional charge for each false alarm in 12 month period in excess of 3	$200.00
	Chapter 38	
38-47	Park fees	No fee given
	Chapter 42	
42-30	Signs permit fee	$200.00
42-205	Appeal or application for review fee	$300.00
	Chapter 44	
44-141	Container permit	No fee given
44-221	Nonresidential refuse collection fee	$250.00
44-222	Commercial, industrial and institutional service and recyclable service; construction and demolition services	See chapter 14 for fees
44-223	Commercial license fee	See chapter 14 for fees
	Chapter 46	
46-44	Permit annual fee	$25.00
46-90	Encroachment license	No fee given
46-155	Modular publication dispensing device compartment permit	$200.00
46-193	Freestanding publication dispensing device permit (each)	$25.00
46-280	Parking lot permit fee:	
	--700 sq. ft. up to 5,000 sq. ft.	$25.00
	--For each 5,000 sq. ft.	$25.00
46-392	Permit fees:	
	Concrete pavement of concrete resurfaced with bituminous asphalt	$100.00

	Bituminous asphalt pavement	$100.00
	For macadam, seal coat or gravel	$75.00
	Unpaved ground, including parkways	$25.00
	Curb cut	$25.00 (per driveway)
	The above fees shall apply if the proposed opening does not exceed 25 square feet. If the opening exceeds 25 square feet, the fee shall be $4.00 per square foot for concrete or concrete resurfaced with bituminous asphalt, $4.00 per square foot for bituminous asphalt, $3.00 per square foot for macadam, seal coat or gravel; and $1.00 per square foot for unpaved ground and parkways.-The base charge of $25.00 shall be sufficient to cover	
46-393	Additional permit fees	
	For concrete pavement or concrete resurfaced with bituminous asphalt	$100.00
	For bituminous asphalt pavement	$75.00
	For macadam, seal coat or gravel	$50.00
	For unpaved street or public ground	$10.00
	The above deposits shall cover openings not to exceed 24 square feet. Deposits on larger openings shall be at the rate of $5.00 per square foot for concrete or concrete resurfaced with bituminous asphalt, $2.00 per square foot for bituminous asphalt and $1.00 per square foot for macadam, seal, coat, gravel or unpaved ground.	
	Chapter 48	
48-4	Plats fee	$12.50
	Chapter 54	
54-145	Immobilization of motor vehicles	$100.00
54-171	Administration and processing costs	$500.00
54-244	Immobilization fee	$100.00
54-328	Licensing fees:	
	Automobile passenger cars:	
	--Purchased prior to June 30	$40.00
	--Purchased after June 30	$60.00
	--New motor vehicle if not replacing a vehicle:	
	-- Purchased between June 30 and December 30	$40.00
	-- Purchased after December 30	$20.00
	-- If purchased after June 30 of the license year, the fee	$7.50
	Trucks and buses:	
	--Maximum gross weight of up to and including 10,000 pounds	$80.00
	--Maximum gross weight of over 10,000 pound	$125.00
	--If purchased after June 30 maximum gross weight of up to and including 10,000 pounds	$120.00

	--If purchased after June 30 maximum gross weight over 10,000	$187.50
	--If owned by resident over 65 years of age or older	$10.00
	--If purchased after June 30 of the license year, the fee	$15.00
	Motor bikes, motor scooter and motorcycles	
	--If purchased on or before June 30	$15.00
	--If purchased after June 30	$22.50
54-331	Transfer of license fee	$5.00
54-739	Person-with-disabilities parking permit	$25.00
54-741	Replacement person-with-disabilities parking permit	$2.00
54-882	Registration fee	$2.00
54-953	Fee to park in a daily fee parking zone	$1.50
54-983	Parking permit fees:	
	--Monthly period	$30.00
	--Quarterly period	$90.00
	--Quarterly commuter parking permit purchased prior to first day of second month	$90.00
	--Quarterly commuter parking permit purchased after last day of first month	$60.00
54-1047	Rockefeller Avenue semiannual permit	$30.00
54-1101	Bicycle license fee	$0.50
	Chapter 56	
56-62	Tap in and connection permit fee:	
	--Residents businesses, industries and all other uses outside corporate limits of village	$300, plus $20.00 per diameter inch
56-66	Sprinkler system fee	$10.00 per month
56-97	Meter test fees:	
	--Consumer request for testing by village; deposit	$50.00
	--Consumer request for testing by certified testing facility; deposit	$75.00
56-125	Security of water service charges—deposit:	
	-Single-family dwelling:	
	----5/8 inch meter	$45.00
	----3/4 inch meter	$60.00
	----1 inch meter	$80.00
	-Multifamily dwelling if dwelling unit has individual meters:	$
	----5/8 inch meter	$45.00
	----3/4 inch meter	$60.00
	----1 inch meter	$80.00
	-Multifamily dwelling if dwelling unit has single meter	$45.00
	-Commercial:	$
	----5/8 inch meter	$75.00
	----3/4 inch meter	$90.00
	----1 inch meter	$110.00
	----1 1/2 inch meter	$135.00
	----2 inch meter	$200.00

56-128	Water service charges:	
	-Class WA1:	
	--First 100 cubic feet and for each succeeding 100 cubic feet	$7.668 per 100 cubic feet (748 gallons)
	--Minimum charge	$76.67 per quarter
	-Class WA2	
	--First 100 cubic feet and for each succeeding 100 cubic feet	$7.668 per 100 cubic feet (748 gallons)
	--Minimum charge shall apply to each subunit of the account served by the single water meter. The sum of the minimum charges assigned to each subunit shall be the minimum charge for the total account, except hotels and motels whose minimum shall be billed as a single unit for that portion of the establishment providing individual accommodations and not by subunits meeting individual accommodation units.	
	-Class WB1	
	--First 100 cubic feet and for each succeeding 100 cubic feet	$7.668 per 100 cubic feet (748 gallons)
	--Minimum charge	$25.56 per month
	--Class WB2	
	--First 100 cubic feet and for each succeeding 100 cubic feet	$7.668 per 100 cubic feet (748 gallons)
	--Minimum charge shall apply to each subunit of the account served by the single water meter. The sum of the minimum charges assigned to each subunit shall be the minimum charge for the total account, except hotels and motels whose minimum shall be billed as a single unit for that portion of the establishment providing individual accommodations and not by subunits meeting individual accommodation units.	
	--Class WB3	
	--First 100 cubic feet and for each succeeding 100 cubic feet	$7.668 per 100 cubic feet (748 gallons) plus twenty-five percent (25%) surcharge
	-- Class WC1	Brookfield/North Riverside Water Commission rate charged to the Village plus five percent (5%) and an annual fee set by agreement

		between the Village and the water customer.
	-- Class WC2 for non-metered customer accounts	
	--First 100 cubic feet and for each succeeding 100 cubic feet based upon estimated water volumes provided by the Water Department	$7.668 per 100 cubic feet (748 gallons)
	--Class WC3	Brookfield/North Riverside Water Commission rate charged to the Village plus five percent (5%)
Chapter 60		
60-52	Annual taxicab license fee	$25.00
Chapter 62		
62-898	Appeal and application for review	$400.00
62-899	Variation, amendment and simple special use permits	$675.00
62-900	Special use permit (planned development)	$675.00
62-901	Fee for the application of a certificate of zoning compliance	$50.00

Section 3. Severability. If any section, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or the application thereof held invalid, the validity of the remainder of this ordinance and the application of such provisions to other persons and circumstances shall not be affected thereby.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with these ordinance revisions and additions are repealed, insofar as a conflict may exist.

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Section 5. Effective Date. This ordinance shall be in full force and effect on July 1, 2016 following its passage, approval and publication in pamphlet form.

ADOPTED this 27th day of June, 2016 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 27th day of June, 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 27th day of June, 2016.

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

ORDINANCE NO. 2016 – 32

AN ORDINANCE AUTHORIZING THE PURCHASE OF A CASE 845 B MOTOR GRADER BY THE VILLAGE OF BROOKFIELD, ILLINOIS

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES THE 27TH DAY OF JUNE 2016.

Published in Pamphlet form by
Authority of the Corporate Authorities
of the Village of Brookfield, Illinois,
this 27th day of June 2016.

ORDINANCE NO. 2016 – 32

AN ORDINANCE AUTHORIZING THE PURCHASE OF A CASE 845 B MOTOR GRADER BY THE VILLAGE OF BROOKFIELD, ILLINOIS

WHEREAS, the Village of Brookfield (the "Village"), a body politic and corporate, duly organized and existing as a municipal corporation of the State of Illinois, is authorized by the laws of the State of Illinois to purchase and acquire personal property for the benefit of the Village and its inhabitants and to enter into contracts with respect thereto;

WHEREAS, the corporate authorities of the Village deem it for the benefit of the Village and for the efficient and effective administration thereof that the Village purchase and acquire one (1) Case 845 B Motor Grader for the public works department constituting personal property necessary for the Village to perform essential governmental functions;

WHEREAS, in the opinion of two-thirds of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids and solicit proposals in the open market for the purchase and issue a Purchase Order for one (1) Case 845 B Motor Grader from McCann Industries, Inc., 543 S. Rohlwing Road, Addison, Illinois 60101;

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

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

Section 2: It is hereby determined that 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 in the open market

for the purchase of, negotiate a satisfactory agreement and issue purchase orders for the purchase of the following equipment from McCann Industries, Inc., 543 S. Rohlwing Road, Addison, Illinois 60101:

MODEL: Case 845 B MOTOR GRADER		$ 180,595
STANDARD FEATURES DIESEL ENGINE: Case / FPT 6.7 L Electronic controlled Tier III certified Dual horsepower (Kilowatts) per SAE J1995: Gross 150/173 Hp (112/129 kW) @ 2200 RPM Net 140/160 Hp (104/119 kW)@ 2200 RPM Tilt up rear hood Single piece drop down side panels Charge air cooler Common rail injection Grid heater **POWER TRAIN:** Rear Axle Differential Lock Outboard planetary wet disc brakes Front Axle, High Strength with 25" ground clearance 19° oscillation to each side 17.5° wheel lean to left and right 14.00 x 24 12PR (9" 1 piece rim) **HYDRAULICS:** Closed center, load sensing hydraulic system Variable displacement pump Controls for all hydraulic functions 9 section control valve Front attachment piping Hydraulic moldboard side shift and pitch Saddle with 5 positions 12' x .875" thick moldboard Rear pull hook Eight (8) hydraulic diagnostic quick couplers Hydraulic driven cooling fan	**TRANSMISSION:** Direct drive countershaft powershift transmission with electronic shift control and inching pedal 8 forward /4 reverse speeds Onboard diagnostics Automatic electronic control shifting Single lever bump style shifter **OPERATOR STATION:** ROPS Cab - Low Profile Air conditioner, heater/defroster, pressurizer Sound suppression insulation - 75 dBA in cab FOPS: SAEJ231 ROPS: SAEJ1040 Pneumatic cloth seat Front and rear wipers with washer Tinted Safety glass Dome lights Inside rearview mirror Outside rearview mirrors, breakaway style Sunshade, front & rear Cup holder Storage tray 12 volt outlet (8 amp) Lighter Radio ready Master switch Retractable 76 mm (3") seat belt Left and right cab doors Left and right steps Case Exclusive Pro Care Program 3 Year Full Machine Warranty 3 Year Scheduled Maintenance 3 Year Telematics	**INSTRUMENTS:** Gauges: Audible and/or visible data monitor system: Engine oil pressure Engine coolant temperature Fuel level Transmission oil pressure Transmission oil temperature Brake oil pressure Battery charge Hourmeter Speedometer Tachometer Parking brake applied Air and hydraulic oil filter restriction **ELECTRICAL:** 24- volt system 2 headlights Turn signals, front and rear 2 stop / tail lights 2 cab mounted rear flood lights 2 cab mounted front flood lights 2 work lights, above the moldboard Backup alarm 90 Amp alternator Swing out batteries (2) Additional Features: Front Dozer Blade Heavy Duty Rear Ripper Cold Weather Package Strobe Light w/ Deluxe Lighting Package Moldboard Corner Reinforcements Moldboard Lift and Side Circle Shift Bi Directional Fan Drive

Section 3: It is hereby determined that the Village, after due negotiation, has received a satisfactory proposal for one (1) Case 845 B Motor Grader from McCann Industries, Inc., 543 S. Rohlwing Road, Addison, Illinois 60101.

Section 4: It is hereby determined that it is advisable, necessary and in the public interest that the Village issue and that the Village Manager shall be and is hereby authorized and directed to execute a purchase order for one (1) Case 845 B Motor Grader from McCann Industries, Inc., 543 S. Rohlwing Road, Addison, Illinois 60101, a copy of which purchase order is attached hereto as Exhibit "A."

Section 5: This ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 27th day of June 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 27th day of June 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 27th day of June 2016.

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

Exhibit "A"

PURCHASE ORDER – McCann Equipment

VILLAGE OF BROOKFIELD, ILLINOIS
PURCHASE ORDER
TERMS AND CONDITIONS

1. SERVICES & DELIVERABLES.

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

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

2. DELIVERY.

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

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

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

4. PAYMENT.

As full consideration for the performance of the Services, delivery of the Goods and the assignment of rights to the Village of Brookfield as provided herein, the Village of Brookfield shall pay Seller (i) the amount agreed upon and

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

5. WARRANTIES.

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

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

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

6. INSPECTION.

The Village of Brookfield shall have a reasonable time after receipt of Goods or Service deliverables and before payment to inspect them for conformity hereto, and Goods received prior to inspection shall not be deemed accepted until the Village of Brookfield has run an adequate test to determine whether the Goods conform to the specifications hereof. Use of a portion of the Goods for the purpose of testing shall not constitute an acceptance of the Goods. If Goods tendered do not wholly conform to the provisions hereof, the Village of Brookfield shall have the right to reject such Goods. Nonconforming Goods will be returned to Seller freight collect, and risk of loss will pass to Seller upon the Village of Brookfield's delivery to the common carrier.

7. INDEPENDENT CONTRACTOR.

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

8. SELLER RESPONSIBLE FOR TAXES AND RECORDS.

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

9. INSURANCE.

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

10. INDEMNITY.

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

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

11. CONFIDENTIALITY.

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

documentation; or (iv) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law so long as Seller provides prompt notice to the Village of Brookfield of such requirement prior to disclosure.

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

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

12. OWNERSHIP OF WORK PRODUCT.

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

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

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

13. TERMINATION.

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

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

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

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

14. REMEDIES.

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

15. FORCE MAJEURE.

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

16. SEVERABILITY.

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

17. LIMITATION OF LIABILITY.

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

18. ASSIGNMENT; WAIVER.

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

19. NONEXCLUSIVE AGREEMENT.

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

20. NOTICES.

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

21. SURVIVAL OF OBLIGATIONS.

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

22. GOVERNING LAW.

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

23. ENTIRE AGREEMENT; MODIFICATION.

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

24. COMPLIANCE WITH LAWS.

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

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

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

25. INJUNCTIVE RELIEF.

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

26. CERTIFICATIONS.

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

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

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

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

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

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

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

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

26.8 The Seller has not given to any officer or employee of the Village 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 Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield.

Village of Brookfield

8820 Brookfield Avenue
Brookfield, IL 60513

Phone 708-485-7344

Purchase Order

Fax 708-485-9508

Supplier Name	McCann Industries, Inc.	**Order Date:**	June 27, 2016
Address 1	543 S. Rohlwing Road	**Payment Terms:**	
Address 2		**F.O.B. Point:**	
City, State Zip	Addison, Illinois 60101	**Freight Terms:**	
FAX:	(630) 627-8711	**Acct Code:**	
Phone:	(630) 627-0000	**Tax Exempt No.:**	
Attn:			

Ship To:
Village of Brookfield
8820 Brookfield Avenue
Brookfield, IL 60513
Phone: 708-485-7344
Attn: Keith R. Sbiral, Village Manager

Invoice To:
Village of Brookfield
8820 Brookfield Avenue
Brookfield, IL 60513
Phone: 708-485-7344
Attn: Keith R. Sbiral, Village Manager

Tax ID:		**Ship via:**		**Required Ship Date:**	

Item	Quantity	Part No.	Description	UM	Price	Total
1	1		Model: Case 845 B Motor Grader – See specifications below		$180,595.00	$180,595.00

Keith R. Sbiral
Village Manager

STANDARD FEATURES
DIESEL ENGINE:
Case / FPT 6.7 L
Electronic controlled
Tier III certified
Dual horsepower (Kilowatts) per SAE J1995:
Gross 150/173 Hp (112/129 kW) @ 2200 RPM
Net 140/160 Hp (104/119 kW)@ 2200 RPM
Tilt up rear hood
Single piece drop down side panels
Charge air cooler
Common rail injection
Grid heater

POWER TRAIN:
Rear Axle
Differential Lock
Outboard planetary wet disc brakes
Front Axle, High Strength with
25" ground clearance
19° oscillation to each side
17.5° wheel lean to left and right
14.00 x 24 12PR (9" 1 piece rim)

HYDRAULICS:
Closed center, load sensing hydraulic system
Variable displacement pump
Controls for all hydraulic functions
9 section control valve
Front attachment piping
Hydraulic moldboard side shift and pitch
Saddle with 5 positions
12' x .875" thick moldboard
Rear pull hook
Eight (8) hydraulic diagnostic quick couplers
Hydraulic driven cooling fan

TRANSMISSION:
Direct drive countershaft powershift transmission with electronic shift control and inching pedal
8 forward /4 reverse speeds
Onboard diagnostics
Automatic electronic control shifting
Single lever bump style shifter

OPERATOR STATION:
ROPS Cab - Low Profile
Air conditioner, heater/defroster, pressurizer
Sound suppression insulation - 75 dBA in cab
FOPS: SAEJ231 ROPS: SAEJ1040
Pneumatic cloth seat
Front and rear wipers with washer
Tinted Safety glass
Dome lights
Inside rearview mirror
Outside rearview mirrors, breakaway style
Sunshade, front & rear
Cup holder
Storage tray
12 volt outlet (8 amp)
Lighter
Radio ready
Master switch
Retractable 76 mm (3") seat belt
Left and right cab doors
Left and right steps
Case Exclusive Pro Care Program
3 Year Full Machine Warranty
3 Year Scheduled Maintenance
3 Year Telematics

INSTRUMENTS:
Gauges: Audible and/or visible data monitor system:
Engine oil pressure
Engine coolant temperature
Fuel level
Transmission oil pressure
Transmission oil temperature
Brake oil pressure
Battery charge
Hourmeter
Speedometer
Tachometer
Parking brake applied
Air and hydraulic oil filter restriction

ELECTRICAL:
24- volt system
2 headlights
Turn signals, front and rear
2 stop / tail lights
2 cab mounted rear flood lights
2 cab mounted front flood lights
2 work lights, above the moldboard
Backup alarm
90 Amp alternator
Swing out batteries (2)
Additional Features:
Front Dozer Blade
Heavy Duty Rear Ripper
Cold Weather Package
Strobe Light w/ Deluxe Lighting Package
Moldboard Corner Reinforcements
Moldboard Lift and Side Circle Shift
Bi Directional Fan Drive

Village of Brookfield
8820 Brookfield Avenue
Brookfield, IL 60513
Phone 708-485-7344
Fax 708-485-9508

Supplier Name McCann Industries, Inc.
Address 1 543 S. Rohlwing Road
Address 2
City, State, Zip Addison, Illinois 60101

Purchase Order Comments

Please sign below and return acknowledgment of this purchase order.

Name & Title

Date

RESOLUTION NO. R-2016- 1048

A RESOLUTION PROPOSING A REDEVELOPMENT PLAN AND PROJECT FOR, AND THE DESIGNATION OF, THE 8 CORNERS TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA AND THE ADOPTION OF TAX INCREMENT ALLOCATION FINANCING THEREFOR, CONVENING A JOINT REVIEW BOARD AND CALLING A PUBLIC HEARING IN CONNECTION THEREWITH

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 27TH DAY OF JUNE 2016

RESOLUTION NO. R-2016 - 1048

A RESOLUTION PROPOSING A REDEVELOPMENT PLAN AND PROJECT FOR, AND THE DESIGNATION OF, THE 8 CORNERS TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA AND THE ADOPTION OF TAX INCREMENT ALLOCATION FINANCING THEREFOR, CONVENING A JOINT REVIEW BOARD AND CALLING A PUBLIC HEARING IN CONNECTION THEREWITH

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, supplemented and amended ("Act"), the Village of Brookfield, Cook County, Illinois, ("Village") is authorized to approve a redevelopment plan for and to designate redevelopment project area and adopt tax increment allocation financing therefor; and

WHEREAS, the President and Board of Trustees of the Village ("Corporate Authorities") have heretofore caused a study to be conducted to determine the conditions in that part of the Village legally described in Exhibit A attached hereto and made a part hereof and depicted in Exhibit A-1, attached hereto and made a part hereof; and

WHEREAS, the Redevelopment Project Area, as hereinafter defined, is generally described as a contiguous area generally bounded by Monroe Avenue to the north, Madison Avenue to the east, Lincoln Avenue to the south and Park Avenue to the west and includes all adjacent rights of way; and

WHEREAS, the Corporate Authorities have determined that said territory would qualify as a "Redevelopment Project Area" as defined in the Act and that said territory on the whole has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the adoption of a redevelopment plan and the use of tax increment allocation financing as provided in the Act; and

WHEREAS, the Corporate Authorities have heretofore and it hereby is determined that it is advisable that the Village afford itself of the provisions of the Act and by ordinance approve a redevelopment plan ("Redevelopment Plan") and a redevelopment project ("Project") and designate said territory as legally described in Exhibit A as a redevelopment project area to be known as the "8 Corners Redevelopment Project Area" ("Redevelopment Project Area"), and also that the Village by ordinance adopt tax increment allocation financing in order to pay all or a portion of the eligible redevelopment project costs for the Project in the Redevelopment Project Area, as provided in the Act; and

WHEREAS, the Act requires the Village to conduct a public hearing prior to the adoption of ordinances approving the Redevelopment Plan and Project, designating the Redevelopment Project Area, and adopting tax increment allocation financing, at which hearing any interested person or affected taxing district may file with the Village Clerk written objections to and may be heard orally with respect to the proposed approval of the Redevelopment Plan and Project, designation of the Redevelopment Project Area, and adoption of tax increment allocation financing therefor; and

WHEREAS, the Act further requires that prior to holding a public hearing, the Village shall convene a joint review board consisting of a representative selected by each community college district; local elementary school district and high school district or each local community unit school district; township; fire protection district; and county that will have the authority to directly levy taxes on the property within the proposed Redevelopment Project Area at the time that the proposed Redevelopment Project Area is approved, a representative selected by the Village, and a public member selected in

accordance with the Act, to consider the subject matter of the public hearing; and

WHEREAS, the Act further requires that the time and place of such public hearing be fixed by ordinance or resolution adopted by the Corporate Authorities; and

WHEREAS, the Act further requires that not less than ten (10) days prior to adopting such ordinance or resolution fixing the time and place of a public hearing, the Village must make available for public inspection a redevelopment plan or a separate report that provides in reasonable detail the basis for the proposed Redevelopment Project Area's qualifying as a "redevelopment project area" under the Act; and

WHEREAS, the firm of Kane, McKenna & Associates, Inc., has conducted an eligibility survey of the proposed Redevelopment Project Area and has prepared its report (the "Eligibility Report") that said proposed area qualifies as a "redevelopment project area" as defined in the Act, which survey and findings have been presented to the Corporate Authorities and are now on file in the official files and records of the Village; and

WHEREAS, the Report and Redevelopment Plan has heretofore been on file and available for public inspection for at least ten (10) days prior to the adoption of this Resolution in the offices of the Village Clerk as required under the Act; and

WHEREAS, the Act requires that notice of the public hearing be given by publication and mailing; and

WHEREAS, the Act requires that the Village shall provide notice of the availability of the Redevelopment Plan and Eligibility Report, including how to obtain such information, by mail within a reasonable time after the adoption of this Resolution, to all residential addresses that, after a good faith effort, the Village determines are located within 750 feet of the boundaries of the proposed Redevelopment Project Area; and

WHEREAS, implementation of the Redevelopment Plan shall not result in the displacement of residents from 10 or more inhabited residential units and the Redevelopment Project Area does not include 75 or more inhabited residential units.

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

Section 1. That the foregoing recital clauses to this Resolution are adopted as findings of the Corporate Authorities of the Village of Brookfield and are incorporated herein by specific reference.

Section 2. The approval of the Redevelopment Plan and Project, the designation of the Redevelopment Project Area, and the adoption of tax increment allocation financing therefore are hereby proposed.

Section 3. A public hearing shall be held by the President and Board of Trustees of the Village of Brookfield, at 6:30 p.m. on the 12th day of September, 2016, at the Brookfield Village Hall, 8820 Brookfield Avenue, Brookfield, Illinois, for the purpose of hearing from any interested persons or affected taxing districts regarding the proposed approval of the Redevelopment Plan and Project, designation of the Redevelopment Project Area, and adoption of tax increment allocation financing therefor.

Section 4. Notice of public hearing, substantially in the form attached hereto and made a part hereof as Exhibit B, shall be published at least twice, the publications to be not more than 30 nor less than 10 days prior to the public hearing, in a newspaper of general circulation within the taxing districts having property in the Redevelopment Project Area. In addition, notice shall be mailed by certified mail not less than 10 days prior to the date set for the public hearing, addressed to the person or persons in whose name the general

taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the Redevelopment Project Area. In the event taxes for the last preceding year were not paid, the notice shall also be sent to the persons last listed on the tax rolls within the preceding three years as the owners of such property.

Section 5. Notice shall also be given by certified mail to all taxing districts of which taxable property is included in the Redevelopment Project Area and to the Illinois Department of Commerce and Economic Opportunity (f/k/a Illinois Department of Commerce and Community Affairs) not less than 45 days prior to the public hearing, and such notice shall also include an invitation to each taxing district and the Illinois Department of Commerce and Economic Opportunity (f/k/a Illinois Department of Commerce and Community Affairs) to submit written comments prior to the date of the public hearing to the Village, to the attention of the Village Clerk, 8820 Brookfield Avenue Brookfield, Illinois 60513 concerning the subject matter of the public hearing. Each such mailed notice shall include a copy of the proposed Redevelopment Plan.

Section 6. Notice of availability of the Redevelopment Plan and Eligibility Report, including how to obtain information, shall also be given by mail within a reasonable time after the adoption of this Resolution to all residential addresses that, after a good faith effort, the Village determines are located within 750 feet of the boundaries of the Redevelopment Project Area.

Section 7. Since May 25, 2016, a draft of the Redevelopment Plan and Project and Eligibility Report has been on file in the Office of the Village Clerk at the Brookfield Village Hall, 8820 Brookfield Avenue, Brookfield, Illinois, 60513, and since has been available for public inspection.

Section 8. A joint review board as set forth in the Act is hereby convened and the board shall meet, review such documents, and issue such report as set forth in the Act. The first meeting of said joint review board shall be held at 2:00 p.m. on the 20th day of July, 2016, at the Brookfield Village Hall, 8820 Brookfield Avenue, Brookfield, Illinois.

Section 9. This Resolution shall be in full force and effect upon its passage in the manner provided by law.

ADOPTED this 27th day of June 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 27th day of June 2016.

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

ATTESTED and filed in my office,
this 27th day of June 2016.

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

EXHIBIT A

Proposed 8 Corners TIF District - Legal Description

LEGAL DESCRIPTION (BROOKFIELD 8 CORNERS TIF):

THAT PART OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF MAPLE AVENUE AND THE NORTH RIGHT-OF-WAY LINE OF MONROE AVENUE; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF PARK AVENUE; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT OPPOSITE AND ADJACENT TO THE NORTH CORNER OF LOT 41 IN BLOCK 23 OF BROOKFIELD MANOR SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 1914 AS DOCUMENT NUMBER 5455853; THENCE WEST TO SAID NORTH CORNER OF LOT 41, SAID NORTH CORNER ALSO BEING A POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF PARK AVENUE AND THE SOUTHEASTERLY LINE OF A NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY LYING SOUTHEASTERLY OF BROADWAY AVENUE IN SAID BLOCK 23; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO THE SOUTHWEST CORNER OF LOT 39 IN SAID BLOCK 23, SAID CORNER ALSO BEING A POINT OF INTERSECTION WITH THE EAST LINE OF A NORTH-SOUTH 16 FOOT ALLEY LYING WEST OF PARK AVENUE; THENCE SOUTH ALONG SAID EAST LINE AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WASHINGTON AVENUE; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 47 IN BLOCK 7 OF GROSSDALE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 22, 1889 AS DOCUMENT NO. 1119370; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 47 TO THE SOUTHEAST CORNER THEREOF, SAID CORNER ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY ALLEY LYING NORTHEASTERLY OF GRAND BOULEVARD IN SAID BLOCK 7; THENCE SOUTHEASTERLY ALONG SAID

NORTHEASTERLY LINE TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 34 IN SAID BLOCK 7; THENCE SOUTHWESTERLY ALONG SAID NORTHEASTERLY EXTENSION, SOUTHEASTERLY LINE AND THE SOUTHWESTERLY EXTENSION THEREOF TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY-LINE OF SAID GRAND BOULEVARD; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO THE NORTHEASTERLY CORNER OF LOT 11 IN BLOCK 8 OF SAID GROSSDALE SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 11 TO THE SOUTHEASTERLY CORNER THEREOF, SAID CORNER ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY LYING SOUTHEASTERLY OF GRAND BOULEVARD IN SAID BLOCK 8; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE TO A POINT THAT IS OPPOSITE AND ADJACENT TO THE SOUTHEAST CORNER OF LOT 53 IN SAID BLOCK 8; THENCE SOUTHWESTERLY ALONG A LINE TO SAID SOUTHEAST CORNER; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 53 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY-LINE OF MAPLE AVENUE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF A NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY IN BLOCK 1 OF PORTIA MANOR SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT RECORDED FEBRUARY 6, 1915 AS DOCUMENT NO. 5573274, SAID ALLEY LYING SOUTHEASTERLY OF BROADWAY AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 7 IN SAID BLOCK 1; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION TO A POINT ON THE NORTHWESTERLY LINE OF SAID NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY; THENCE NORTHWESTERLY ALONG A LINE TO A POINT ON THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 15 FEET OF LOT 8 IN SAID BLOCK 1, SAID POINT BEING 15 FEET NORTHWESTERLY OF SAID NORTHWESTERLY LINE OF THE NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY (NOW VACATED) AS MEASURED ALONG SAID SOUTHWESTERLY LINE OF THE NORTHEASTERLY 15 FEET OF LOT 8; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY

RIGHT-OF-WAY LINE OF BROADWAY AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 19 IN BLOCK 2 OF SAID PORTIA MANOR SUBDIVISION; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION, SOUTHWESTERLY LINE AND THE NORTHWESTERLY EXTENSION THEREOF TO A POINT ON THE NORTHWESTERLY LINE OF THE NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY IN SAID BLOCK 2; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE SOUTHEAST CORNER OF LOT 1 IN CLARK AND JOHNSON'S RESUBDIVISION OF LOTS 24 AND 25 IN SAID BLOCK 2 IN PORTIA MANOR, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 20, 1948 AS DOCUMENT NO. 14426614; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 AND THE NORTHERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF WASHINGTON AVENUE; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF LOT 36 IN BLOCK 53 OF S.E. GROSS' FIRST ADDITION TO GROSSDALE, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 1889 AS DOCUMENT NO. 1134257; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 36 TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER ALSO BEING A POINT ON THE SOUTHWESTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY LYING SOUTHWESTERLY OF GRAND BOULEVARD IN SAID BLOCK 53; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO THE NORTHWEST CORNER OF LOT 37 IN SAID BLOCK 53; THENCE NORTHWESTERLY ALONG A LINE TO THE SOUTHEAST CORNER OF LOT 48 IN SAID BLOCK 53, SAID CORNER ALSO BEING A POINT ON SAID SOUTHWESTERLY LINE OF THE NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF LOT 16 IN SAID BLOCK 53; THENCE NORTHEASTERLY ALONG SAID SOUTHWESTERLY EXTENSION, NORTHWESTERLY LINE AND THE NORTHEASTERLY EXTENSION THEREOF TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRAND BOULEVARD; THENCE SOUTHEASTERLY ALONG

SAID NORTHEASTERLY RIGHT-OF-WAY LINE TO THE SOUTHWESTERLY CORNER OF LOT 24 IN BLOCK 36 IN SAID S.E. GROSS' FIRST ADDITION TO GROSSDALE; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 24 TO THE NORTHWESTERLY CORNER OF SAID LOT 24, SAID CORNER ALSO BEING A POINT ON THE SOUTHWESTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY LYING NORTHEASTERLY OF GRAND BOULEVARD IN SAID BLOCK 36; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO THE NORTHWESTERLY CORNER OF LOT 27 IN SAID BLOCK 36; THENCE NORTH ALONG A LINE TO THE SOUTHEAST CORNER OF LOT 54 IN SAID BLOCK 36, SAID POINT ALSO BEING A POINT ON THE WEST LINE OF A VACATED NORTH-SOUTH 16 FOOT ALLEY LYING WEST OF MAPLE AVENUE IN SAID BLOCK 36; THENCE EAST ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 54, TO A POINT ON THE CENTERLINE OF SAID VACATED NORTH-SOUTH 16 FOOT ALLEY; THENCE NORTH ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 8 IN SAID BLOCK 36; THENCE EAST ALONG SAID WESTERLY EXTENSION AND SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID LOT 8, SAID CORNER ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAPLE AVENUE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 31 IN BLOCK 22 OF SAID BROOKFIELD MANOR SUBDIVISION; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF LOT 31 TO THE NORTHEAST CORNER THEREOF, SAID CORNER ALSO BEING A POINT ON THE WEST LINE OF A NORTH-SOUTH 16 FOOT ALLEY LYING EAST OF MAPLE AVENUE IN SAID BLOCK 22; THENCE NORTH ALONG SAID WEST LINE TO THE SOUTHEAST CORNER OF LOT 34 IN SAID BLOCK 22; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 34 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID MAPLE AVENUE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT A-1

8 Corners TIF District -
MAP

Eight Corners TIF District
Brookfield, IL

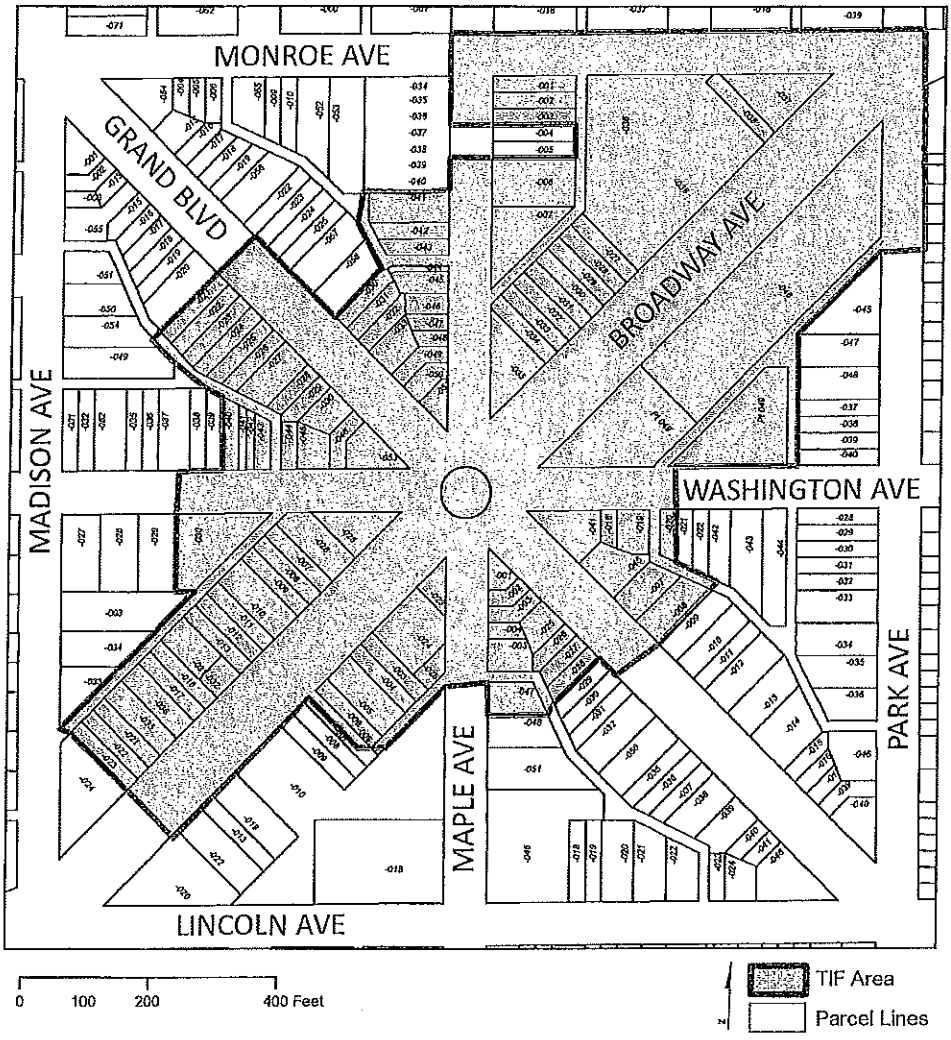

EXHIBIT B

Notice of Public Hearing

VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS 8 CORNERS REDEVELOPMENT PROJECT AREA

Notice is hereby given that on September 12, 2016 at 6:30 p.m. at the Brookfield Village Hall, 8820 Brookfield Avenue, Brookfield, Illinois, a public hearing will be held to consider the approval of a redevelopment plan ("Redevelopment Plan") and project ("Project") for the designation of a redevelopment project area ("Redevelopment Project Area") to be known as the "8 Corners Redevelopment Project Area" and the adoption of tax increment allocation financing therefor. The Redevelopment Project Area consists of the territory legally described in Exhibit 1, attached hereto and made a part hereof.

The Redevelopment Project Area, as hereinafter defined, is generally described as a contiguous area generally bounded by Monroe Avenue on the north, Madison Avenue on the east, Lincoln Avenue to the south and Park Avenue to the west and includes adjacent rights of way.

There will be considered at the public hearing the Redevelopment Plan and Project for the Redevelopment Project Area. The Redevelopment Plan as proposed is on file and available for public inspection at the office of the Village Clerk, 8820 Brookfield Avenue, Brookfield, Illinois. The proposed Redevelopment Plan and Project includes the acquisition and conveyance of land in the Redevelopment Project Area, rehabilitation of existing structures, demolition, clearance and related site preparation activities, the construction, acquisition and installation of certain public works and improvements, if any, including, but not limited to, streets, storm sewers, water mains, sanitary sewers, traffic signalization, curbs, gutters, landscaping and parking facilities and related costs and expenses, all as provided in the Tax Increment Allocation Redevelopment Act, as supplemented and amended.

Prior to the date of the public hearing, each taxing district having property in the Redevelopment Project Area and the Illinois Department of Commerce and Economic Opportunity (f/k/a Illinois Department of Commerce and Community Affairs) may submit written comments to the Village, to the attention of the Village Clerk, 8820 Brookfield Avenue, Brookfield, Illinois, 60513.

There is hereby convened a joint review board to consider the proposed approval of the Redevelopment Plan and Project designation of the Redevelopment Project Area and adoption of tax increment allocation financing therefor. The joint review board shall consist of a representative selected by each community college district; local elementary school district and high school district or each local community unit school district; park district; library district; township; fire protection district; and county that has authority to directly levy taxes on the property within the Redevelopment Project Area; a representative selected by the Village; and a public member selected in accordance with the Act. The first meeting of

said joint review board shall be held at 2:00 p.m. on the 20th day of July, 2016, at the Brookfield Village Hall, 8820 Brookfield Avenue, Brookfield, Illinois 60513.

At the public hearing, all interested persons or affected taxing districts may file written objections with the Village Clerk and may be heard orally with respect to any issues regarding the approval of the Redevelopment Plan and Project, the designation of the Redevelopment Project Area, and the adoption of tax increment allocation financing therefor. The hearing may be continued by the Village Board without further notice other than a motion to be entered upon the minutes of the hearing fixing the time and place of the continued hearing.

/s/ Brigid Weber
Village Clerk
Village of Brookfield

EXHIBIT "1" (to EXHIBIT "B")

Legal Description For The 8 Corners Redevelopment Project Area:

LEGAL DESCRIPTION (BROOKFIELD 8 CORNERS TIF):

THAT PART OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF MAPLE AVENUE AND THE NORTH RIGHT-OF-WAY LINE OF MONROE AVENUE; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF PARK AVENUE; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT OPPOSITE AND ADJACENT TO THE NORTH CORNER OF LOT 41 IN BLOCK 23 OF BROOKFIELD MANOR SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 1914 AS DOCUMENT NUMBER 5455853; THENCE WEST TO SAID NORTH CORNER OF LOT 41, SAID NORTH CORNER ALSO BEING A POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF PARK AVENUE AND THE SOUTHEASTERLY LINE OF A NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY LYING SOUTHEASTERLY OF BROADWAY AVENUE IN SAID BLOCK 23; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO THE SOUTHWEST CORNER OF LOT 39 IN SAID BLOCK 23, SAID CORNER ALSO BEING A POINT OF INTERSECTION WITH THE EAST LINE OF A NORTH-SOUTH 16 FOOT ALLEY LYING WEST OF PARK AVENUE; THENCE SOUTH ALONG SAID EAST LINE AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WASHINGTON AVENUE; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 47 IN BLOCK 7 OF GROSSDALE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 22, 1889 AS DOCUMENT NO. 1119370; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 47 TO THE SOUTHEAST CORNER THEREOF, SAID CORNER ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY ALLEY LYING NORTHEASTERLY OF GRAND BOULEVARD IN SAID BLOCK 7; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF

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RESOLUTION NO. R - 2016 - 1049

A RESOLUTION AUTHORIZING PRUDENT MAN ANALYSIS, INC. DOING BUSINESS AS PMA FINANCIAL NETWORK, INC., AND ENGLISH CONCEPTS, INC., DOING BUSINESS AS PMA SECURITIES, INC., TO PROVIDE INVESTMENT SERVICES AND AUTHORIZING THE EXECUTION OF A CONSULTANT SERVICES AGREEMENT WITH ENGLISH CONCEPTS, INC., DOING BUSINESS AS PMA SECURITIES, INC., FOR BOND PROCEEDS MANAGEMENT, ARBITRAGE REPORTING AND MANAGEMENT SERVICES FOR THE VILLAGE OF BROOKFIELD - GENERAL OBLIGATION BONDS – SERIES 2016

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 27th DAY OF JUNE 2016

RESOLUTION NO. R - 2016- 1049

A RESOLUTION AUTHORIZING PRUDENT MAN ANALYSIS, INC. DOING BUSINESS AS PMA FINANCIAL NETWORK, INC., AND ENGLISH CONCEPTS, INC., DOING BUSINESS AS PMA SECURITIES, INC., TO PROVIDE INVESTMENT SERVICES AND AUTHORIZING THE EXECUTION OF A CONSULTANT SERVICES AGREEMENT WITH ENGLISH CONCEPTS, INC., DOING BUSINESS AS PMA SECURITIES, INC., FOR BOND PROCEEDS MANAGEMENT, ARBITRAGE REPORTING AND MANAGEMENT SERVICES FOR THE VILLAGE OF BROOKFIELD - GENERAL OBLIGATION BONDS – SERIES 2016

WHEREAS, the Village of Brookfield (the "Village") is a municipal corporation duly organized and operating pursuant to the laws of the State of Illinois;

WHEREAS, the corporate authorities of the Village deem it to be in the best interest of the Village for its Treasurer to make use, from time to time, of investments which are legal under the Public Funds Deposit Act (30 ILCS 225/0.01 *et seq.*) and the Public Funds Investment Act (30 ILCS 235/0.01 *et seq.*);

WHEREAS, due to the professional skills required for bond proceeds management, arbitrage reporting and management services for the proposed issuance of the Village of Brookfield General Obligation Bonds, Series 2016 (the "Bond Issue"), it is, in the opinion of a majority of the corporate authorities of the Village of Brookfield, advisable, necessary and in the public interest that the Village of Brookfield waive newspaper advertisement for bids, waive the procedure prescribed for open market purchases and contract for bond proceeds management, arbitrage reporting and management services for the proposed issuance of the Village of Brookfield General Obligation Bonds, Series 2016 by the Village; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Brookfield, it is advisable, necessary and in the public interest that the Village of

Brookfield enter into a Consultant Services Agreement with English Concepts, Inc., doing business as PMA Securities, Inc., for Bond Proceeds Management, Arbitrage Reporting and Management Services for the Village of Brookfield General Obligation Bonds – Series 2016 by the Village;

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

Section 1: It is hereby determined that due to the professional skills required to study, evaluate and administer the issuance of general obligation refunding bonds, it is advisable, necessary and in the public interest that the Village of Brookfield waive newspaper advertisement for bids, waive the procedure prescribed for open market purchases and enter into a Consultant Services Agreement with English Concepts, Inc., doing business as PMA Securities, Inc., for Bond Proceeds Management, Arbitrage Reporting and Management Services for the Village of Brookfield General Obligation Bonds – Series 2016.

Section 2: Upon receipt by the Village of the Consultant's Certification and the documents listed below executed by English Concepts, Inc., doing business as PMA Securities, Inc., and/or Prudent Man Analysis, Inc., doing business as PMA Financial Network, Inc., as the proper case may be, the 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 and to place the municipal seal on:

A. the Consultant Services Agreement with English Concepts, Inc., doing business as PMA Securities, Inc., for Bond Proceeds Management, Arbitrage Reporting and Management Services for the Village of

Brookfield General Obligation Bonds – Series 2016 in substantially the form attached hereto as Exhibit "A"; and

B. the Institutional Brokerage Account Application & Agreement - PMA Securities, Inc. and Institutional Brokerage Account Application & Agreement - PMA Financial Network, Inc., which each incorporate the Terms and Conditions - PMA Securities, Inc. - PMA Financial Network, Inc. in substantially the form attached hereto as Exhibit "B,"

with such insertions, omissions and changes as shall be approved by the Village Manager, the execution of such document being conclusive evidence of such approval; and the Village Manager is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest, countersign and deliver such documents to the respective parties thereto, as may be necessary and proper to carry out, give effect to and consummate the transactions contemplated herein.

Section 3: The Treasurer shall invest the proceeds of the Village of Brookfield General Obligation Bonds – Series 2016 in investments permitted under the Public Funds Deposit Act (30 ILCS 225/0.01 *et seq.*) and the Public Funds Investment Act (30 ILCS 235/0.01 *et seq.*).

Section 4: The proceeds of the Village of Brookfield General Obligation Bonds – Series 2016 shall be invested at the discretion of the Village Treasurer or those acting on behalf of the Treasurer through the intermediary PMA Securities, Inc. and PMA Financial Network, Inc.

Section 5: Concerning the proceeds of the Village of Brookfield General Obligation Bonds – Series 2016, the Treasurer or those acting on behalf of the

Treasurer may, on behalf of the Village, open a depository account and enter into wire transfer agreements, third-party surety agreements, safekeeping agreements, collateral agreements and lockbox agreements with BMO Harris Bank and other institutions participating in PMA Programs for the purpose of transaction clearing and safekeeping or the purchase of insured certificates of deposit through PMA's Insured CD Program; and PMA Financial Network, Inc. and/or PMA Securities, Inc. are authorized to act on behalf of this entity as its agent with respect to such accounts and agreements.

Section 6: Concerning the proceeds of the Village of Brookfield General Obligation Bonds – Series 2016, the Treasurer or those acting on behalf of the Treasurer may, on behalf of the Village, execute documents, financial planning contracts, financial advisory contracts and other applicable agreements, as necessary, with PMA Financial Network, Inc. or PMA Securities, Inc. The following individuals, two of the three acting jointly, or their successors, currently holding the office or position are designated as "Authorized Officials" with full power and authority to effectuate the investment and withdrawal of monies, contracts and agreements on behalf of the Village:

Kit P. Ketchmark, Village President

Signature _____

Keith R. Sbiral, Village Manager

Signature _____

Doug Cooper, Village Treasurer

Signature _____

Section 7: All resolutions or parts of resolutions in conflict with or inconsistent with the provision of this resolution are hereby repealed to the extent of any such conflict or inconsistency.

Section 8: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 27 day of June 2016, pursuant to a roll call vote as follows:

AYES:_____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 27th day of June 2016.

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

ATTESTED and filed in my office,
this 27th day of June 2016.

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

STATE OF ILLINOIS)
) *ss.*
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Brigid Weber the duly qualified and acting Village Clerk of the Village of Brookfield, Cook County, Illinois, do hereby certify that attached hereto is a true and correct copy of a resolution entitled:

RESOLUTION R-2016-1049

A RESOLUTION AUTHORIZING PRUDENT MAN ANALYSIS, INC. DOING BUSINESS AS PMA FINANCIAL NETWORK, INC., AND ENGLISH CONCEPTS, INC., DOING BUSINESS AS PMA SECURITIES, INC., TO PROVIDE INVESTMENT SERVICES AND AUTHORIZING THE EXECUTION OF A CONSULTANT SERVICES AGREEMENT WITH ENGLISH CONCEPTS, INC., DOING BUSINESS AS PMA SECURITIES, INC., FOR BOND PROCEEDS MANAGEMENT, ARBITRAGE REPORTING AND MANAGEMENT SERVICES FOR THE VILLAGE OF BROOKFIELD - GENERAL OBLIGATION BONDS – SERIES 2016

which resolution was duly adopted by said Board of Trustees at a regular meeting held on the 27th day of June, 2016.

I do further certify that a quorum of said Board of Trustees was present at said meeting, and that the Board of Trustees complied with all the requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of June, 2016.

(SEAL)

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

Exhibit "A"

CONSULTANT SERVICES AGREEMENT
with
ENGLISH CONCEPTS, INC. DOING BUSINESS AS PMA SECURITIES, INC.
for
BOND PROCEEDS MANAGEMENT, ARBITRAGE REPORTING AND MANAGEMENT SERVICES
for the
VILLAGE OF BROOKFIELD - GENERAL OBLIGATION BONDS – SERIES 2016

CONSULTANT SERVICES AGREEMENT
with
ENGLISH CONCEPTS, INC. DOING BUSINESS AS PMA SECURITIES, INC.
for
BOND PROCEEDS MANAGEMENT, ARBITRAGE REPORTING AND MANAGEMENT SERVICES
for the
VILLAGE OF BROOKFIELD - GENERAL OBLIGATION BONDS – SERIES 2016

This Agreement made this ____ day of June 2016, between the Village of Brookfield, Illinois (the "Village"), an Illinois municipal corporation, and English Concepts, Inc., doing business as PMA Securities, Inc., an Illinois corporation ("Consultant"), for bond proceeds management and arbitrage reporting and management services for the proposed issuance of the Village of Brookfield General Obligation Bonds, Series 2016 (the "Bonds") by the Village.

The Consultant hereby agrees as hereinafter set forth:

1. Scope of Services. The Consultant is registered as a broker-dealer and municipal advisor registered with the U.S. Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB"). The Consultant agrees to perform the following Services to the Village as and when required:

1.1 CONSTRUCTION OF AN INVESTMENT PORTFOLIO

1) The Consultant shall construct an investment portfolio for the proceeds of the Bonds not needed for immediate disbursement that will fund projected expenses, offer sufficient liquidity to allow for purchase flexibility and maximize interest earnings at prevailing rates or better subject to the limitations on investments set forth in the Public Funds Investment Act (30 ILCS 235/0.01 *et seq.*). The Village's investment portfolio shall be limited to the following:

a) Bonds, notes, certificates of indebtedness, treasury bills or other securities now or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest;

b) Bonds, notes, debentures, or other similar obligations of the United States of America, its agencies including: (i) the federal land banks, federal intermediate credit banks, banks for cooperative, federal farm credit banks, or any other entity authorized to issue debt obligations under the Farm Credit Act of 1971 (12 U.S.C. 2001 *et seq.*) and Acts amendatory thereto; (ii) the federal home loan banks and the federal home loan mortgage corporation; and (iii) any other agency created by Act of Congress, and its instrumentalities;

c) Interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act, which are insured by the Federal Deposit Insurance Corporation;

d) Short-term obligations of corporations organized in the United States with assets exceeding $500,000,000 if (i) such obligations are rated at the time of purchase at one of the three highest classifications established by at least two standard rating services and which mature not later than 270 days from the date of purchase, (ii) such purchases do not exceed 10% of the corporation's outstanding obligations, and (iii) no more than one-third of the Village's funds may be invested in short term obligations of corporations;

e) Money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual fund is limited to obligations described in paragraph (1) or (2) of this subsection and to agreements to repurchase such obligations;

f) Interest-bearing bonds of any county, township, city, village, incorporated town, municipal corporation, or school district, of the State of Illinois, of any other state, or of any political subdivision or agency of the State of Illinois or of any other state, whether the interest earned thereon is taxable or tax-exempt under federal law, registered in the name of the Village or held under a custodial agreement at a bank, rated at the time of purchase within the four highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions;

g) Short-term discount obligations of the Federal National Mortgage Association or in shares or other forms of securities legally issuable by savings banks or savings and loan associations incorporated under the laws of the State of Illinois or any other state or under the laws of the United States, provided that (i) the investments may be made only in banks, savings banks or savings and loan associations the shares, or investment certificates of which are insured by the Federal Deposit Insurance Corporation; (ii) that any such securities are purchased at the offering or market price thereof at the time of such purchase; and (iii) all such securities so purchased shall mature or be redeemable on a date or dates prior to the time when, in the final and conclusive judgment of the Village, the public funds so invested will be required for expenditure by the Village;

h) Dividend-bearing share accounts, share certificate accounts or class of share accounts of a credit union chartered under the laws of the State of Illinois or the laws of the United States; provided, however, the principal office of any such credit union must be located within the State of Illinois. Investments may be made only in those credit unions the accounts of which are insured by applicable law;

i) A Public Treasurer's Investment Pool created under Section 17 of the State Treasurer Act;

j) A fund managed, operated, and administered by a bank, subsidiary of a bank, or subsidiary of a bank holding company or use the services of such an entity to hold and invest or advise regarding the investment of any public funds;

k) Repurchase agreements of government securities having the meaning set out in the Government Securities Act of 1986, as now or hereafter amended or succeeded, subject to the provisions of said Act and the regulations issued thereunder, provided that (i) the government securities, unless registered or inscribed in the name of the Village, shall be purchased through banks or trust companies authorized to do business in the State of Illinois, and (ii) except for repurchase agreements of government securities which are subject to the Government Securities Act of 1986, as now or hereafter amended or succeeded, the Consultant shall not purchase or invest in instruments which constitute repurchase agreements, unless the instrument and the transaction meet the following requirements:

(1) The securities, unless registered or inscribed in the name of Village, are purchased through banks or trust companies authorized to do business in the State of Illinois.

(2) The Village's Treasurer after ascertaining which firm will give the most favorable rate of interest, directs the custodial bank, being the State Treasurer or the bank or trust company, or agency of government, which acts for the Village in connection with repurchase agreements involving the investment of funds by the Village, to "purchase" specified securities from a designated institution.

(3) A custodial bank shall be a member bank of the Federal Reserve System or maintain accounts with member banks, all transfers of book-entry securities must be accomplished on a Reserve Bank's computer records through a member bank of the Federal Reserve System, the securities must be credited to the Village on the records of the custodial bank and the transaction must be confirmed in writing to the Village by the custodial bank.

(4) Trading partners shall be limited to banks or trust companies authorized to do business in the State of Illinois or to registered primary reporting dealers.

(5) The security interest must be perfected.

(6) The Village enters into a written master repurchase agreement, which outlines the basic responsibilities and liabilities of both buyer and seller.

(7) Agreements shall be for periods of 330 days or less.

(8) The Village's Treasurer informs the custodial bank in writing of the maturity details of the repurchase agreement.

(9) The custodial bank shall take delivery of and maintain the securities in its custody for the account of the Village and confirm the transaction in writing to the Village, the Custodial Undertaking shall provide that the custodian takes possession of the securities exclusively for the Village, that the securities are free of any claims against the trading partner and any claims

by the custodian are subordinate to the public agency's claims to rights to those securities.

(10) The obligations purchased by the Village may only be sold or presented for redemption or payment by the fiscal agent bank or trust company holding the obligations upon the written instruction of the Village or officer authorized to make such investments.

(11) The custodial bank shall be liable to the Village for any monetary loss suffered by the Village due to the failure of the custodial bank to take and maintain possession of such securities.

2) Except for pecuniary interests permitted under subsection (f) of Section 3-14-4 of the Illinois Municipal Code or under Section 3.2 of the Public Officer Prohibited Practices Act, no investment shall be made if the Village's Treasurer or financial officer or who is employed in any similar capacity by or for the Village (i) has an interest, directly or indirectly, in the investment in which the Village is authorized to invest, (ii) has an interest, directly or indirectly, in the sellers, sponsors, or managers of those investments, or (iii) receives, in any manner, compensation of any kind from any investments in which the Village is authorized to invest.

3) If any securities, purchased under authority of this Agreement, are issuable to a designated payee or to the order of a designated payee, then the Village shall be so designated, and further, if such securities are purchased with money taken from a particular fund of the Village, the name of such fund shall be added to that of the Village. If any such securities are registerable, either as to principal or interest, or both, then such securities shall be so registered in the name of the Village, and in the name of the fund to which they are to be credited.

4) All securities purchased under the authority of this Agreement shall be held for the benefit of the Village, and if purchased with money taken from a particular fund, such securities shall be credited to and deemed to be a part of such fund, and shall be held for the benefit thereof. All securities so purchased shall be deposited and held in a safe place by the person or persons having custody of the fund to which they are credited, and such person or persons are responsible upon his or their official bond or bonds for the safekeeping of all such securities. Any securities purchased by the Village under authority of this Act, may be sold at any time, at the then-current market price thereof, by the Village. Except as provided in Section 4.1 of "An Act in relation to State finance," all payments received as principal or interest, or otherwise, derived from any such securities shall be credited to the Village and to the fund by or for which such securities were purchased.

5) The Consultant shall not deposit any public funds in a bank unless it has furnished the corporate authorities of the Village with copies of the last two sworn statements of resources and liabilities which the bank is required to furnish to the Commissioner of Banks and Real Estate or to the Comptroller of the Currency. Each bank designated as a depository for public funds shall, while acting as such depository, furnish the corporate authorities of the Village with a copy of all statements of resources and liabilities which it is required to furnish to the Commissioner of Banks and Real Estate or to the Comptroller of the

Currency; provided that, if such funds or moneys are deposited in a bank, the amount of all such deposits not collateralized or insured by an agency of the federal government shall not exceed 75% of the capital stock and surplus of such bank, and the Consultant shall not be discharged from responsibility for any funds or moneys deposited in any bank in excess of such limitation.

6) The Consultant shall not deposit any public funds in any savings bank or savings and loan association unless it has furnished the corporate authorities of the Village with copies of the last two (2) sworn statements of resources and liabilities which the savings bank or savings and loan association is required to furnish to the Commissioner of Banks and Real Estate or the Federal Deposit Insurance Corporation. Each savings bank or savings and loan association designated as a depository for public funds shall, while acting as such depository, furnish the corporate authorities of the Village with a copy of all statements of resources and liabilities which it is required to furnish to the Commissioner of Banks and Real Estate or the Federal Deposit Insurance Corporation; provided, that if such funds or moneys are deposited in a savings bank or savings and loan association, the amount of all such deposits not collateralized or insured by an agency of the federal government shall not exceed 75% of the net worth of such savings bank or savings and loan association as defined by the Federal Deposit Insurance Corporation, and the Consultant submitting a deposit shall not be discharged from responsibility for any funds or moneys deposited in any savings bank or savings and loan association in excess of such limitation.

7) The Consultant shall not deposit any public funds in a credit union unless it has furnished the corporate authorities of the Village with copies of the last two (2) reports of examination prepared by or submitted to the Illinois Department of Financial Institutions or the National Credit Union Administration. Each credit union designated as a depository for public funds shall, while acting as such depository, furnish the corporate authorities of the Village with a copy of all reports of examination prepared by or furnished to the Illinois Department of Financial Institutions or the National Credit Union Administration; provided that, if such funds or moneys are invested in a credit union account, the amount of all such investments not collateralized or insured by an agency of the federal government or other approved share insurer shall not exceed 50% of the unimpaired capital and surplus of such credit union, which shall include shares, reserves and undivided earnings, and the Consultant making an investment shall not be discharged from responsibility for any funds or moneys invested in a credit union in excess of such limitation.

8) Whenever the Consultant deposits any public funds of the Village in a financial institution, the Consultant shall secure, on behalf of the Village, from the financial institution an agreement with the financial institution requiring any funds not insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration or other approved share insurer to be collateralized by any of the following classes of securities, provided there has been no default in the payment of principal or interest thereon:

(a) Bonds, notes, or other securities constituting direct and general obligations of the United States, the bonds, notes, or other securities constituting the direct and general obligation of any agency or instrumentality of the United States, the interest and principal of which is unconditionally guaranteed by the United States, and

bonds, notes, or other securities or evidence of indebtedness constituting the obligation of a U.S. agency or instrumentality.

(b) Direct and general obligation bonds of the State of Illinois or of any other state of the United States.

(c) Revenue bonds of this State or any authority, board, commission, or similar agency thereof.

(d) Direct and general obligation bonds of any city, town, county, school district, or other taxing body of any state, the debt service of which is payable from general ad valorem taxes.

(e) Revenue bonds of any city, town, county, or school district of the State of Illinois.

(f) Obligations issued, assumed, or guaranteed by the International Finance Corporation, the principal of which is not amortized during the life of the obligation, but no such obligation shall be accepted at more than 90% of its market value.

(g) Illinois Affordable Housing Program Trust Fund Bonds or Notes as defined in and issued pursuant to the Illinois Housing Development Act.

(h) In an amount equal to at least market value of that amount of funds deposited exceeding the insurance limitation provided by the Federal Deposit Insurance Corporation or the National Credit Union Administration or other approved share insurer: (i) securities, (ii) mortgages, (iii) letters of credit issued by a Federal Home Loan Bank, or (iv) loans covered by a State Guarantee under the Illinois Farm Development Act, if that guarantee has been assumed by the Illinois Finance Authority under Section 845-75 of the Illinois Finance Authority Act, and loans covered by a State Guarantee under Article 830 of the Illinois Finance Authority Act.

(i) Certificates of deposit or share certificates issued to the depository institution pledging them as security. The public agency may require security in the amount of 125% of the value of the public agency deposit. Such certificate of deposit or share certificate shall:

(i) Be fully insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or the National Credit Union Share Insurance Fund or issued by a depository institution which is rated within the three (3) highest classifications established by at least one of the two standard rating services;

(ii) Be issued by a financial institution having assets of $15,000,000 or more; and

(iii) Be issued by either a savings and loan association having a capital-to-asset ratio of at least 2%, by a bank having a capital-to-asset ratio of at least

6% or by a credit union having a capital-to-asset ratio of at least 4%.

(j) The depository institution shall effect the assignment of the certificate of deposit or share certificate to the Village and shall agree that, in the event the issuer of the certificate fails to maintain the capital-to-asset ratio required by this subsection (j), such certificate of deposit or share certificate shall be replaced by additional suitable security. The Village may at any time declare any particular security ineligible to qualify as collateral when, in the Village's judgment, it is deemed desirable to do so. Notwithstanding any other provision of this subsection (j), as security the Village may, at its discretion, accept a bond, executed by a company authorized to transact the kinds of business described in clause (g) of Section 4 of the Illinois Insurance Code, in an amount not less than the amount of the deposits required by this subsection (j) to be secured, payable to the Village for the benefit of the People of the Village, in a form that is acceptable to the Village.

(k) When investing or depositing public funds, the Consultant shall, to the extent permitted by the Public Funds Investment Act and by the lawful and reasonable performance of its custodial duties, invest or deposit such funds with or in minority-owned financial institutions within the State of Illinois.

(l) In addition to any other requirements of this Agreement or the Public Funds Investment Act, the Consultant is authorized to consider the financial institution's record and current level of financial commitment to the Village when deciding whether to deposit public funds in that financial institution. The Consultant may consider factors including, but not necessarily limited to:

(1) For financial institutions subject to the federal Community Reinvestment Act of 1977, the current and historical ratings that the financial institution has received, to the extent that those ratings are publicly available, under the federal Community Reinvestment Act of 1977;

(2) Any changes in ownership, management, policies, or practices of the financial institution that may affect the level of the financial institution's commitment to its community;

(3) The financial impact that the withdrawal or denial of deposits of public funds might have on the financial institution;

(4) The financial impact to the Village as a result of withdrawing public funds or refusing to deposit additional public funds in the financial institution; and

(5) Any additional burden on the resources of the Village that might result from ceasing to maintain deposits of public funds at the financial institution under consideration.

Nothing in this subsection (l) shall be construed as authorizing the Village to conduct an examination or investigation of a financial institution or to receive information that is not publicly available and the disclosure of which is otherwise prohibited by law.

The Consultant shall not sell investments from its own inventory. The Consultant shall competitively bid the Village's investments. The Consultant shall report regularly to the Village and attend any meetings as required.

1.2 ARBITRAGE PLANNING

To assist the Village in the investment of the proceeds of the Bonds, the Consultant shall administer a bond proceeds management program that includes the following components necessary for compliance with Internal Revenue Service (IRS) regulations and optimal yield performance:

1) Bond issuance strategy for compliance with arbitrage regulations
2) Bond issuance strategy for interest income maximization
3) Spend down planning for yield restriction and arbitrage rebate compliance
4) Aggregate interest income projection
5) Interim spend down calculations
6) Final arbitrage calculation and legal opinion, if necessary (at no expense to the Village)

1.3 ARBITRAGE REPORTING SERVICES

To assist the Village in the investment of the proceeds of the Bonds, the Consultant shall perform the following arbitrage reporting services:

1) Determine the arbitrage/rebate status of the bonds
2) On a monthly basis, monitor the rebate status of the bond issue
3) Monthly reporting to the Village; including spend down status and projected arbitrage liability
4) Monthly yield restriction calculation, if applicable
5) Rebate calculation at project completion

The Consultant shall perform the arbitrage reporting in-house. The Village's dedicated portfolio advisor shall run scenario analysis, provide same day feedback and advice on the Village's portfolio. The Consultant shall actively monitor and manage the Village's cash flows to provide needed flexibility when project information changes.

The Services described herein are hereinafter referred to as the "Services."

2. Commencement and Completion of Services. The Consultant shall be prepared and ready to commence the Services provided for in this Agreement at the direction of the Village, following execution of this Agreement by the Village. Subject to reasonable allowances for delay in the Services due to causes beyond the control of the Consultant, the Consultant shall complete all Services to be performed under this Agreement in a timely manner. The Consultant acknowledges that time is of the essence of this Agreement and in the performance and completion of the Consultant's Services.

3. Village's Cooperation. The Village shall (i) provide the Consultant with relevant material, data, and information in its possession pertaining to the specific project or activity; (ii) consult with the Consultant when requested; and (iii) ensure reasonable cooperation of the Village's employees in the Consultant's activities.

4. Consultant's Compensation. The Village shall pay the Consultant for the performance of the Services from mark-ups, annualized based on the term of the investment.

For all fixed term investments executed on behalf of the Village, the fees shall not to exceed (but may be less than):

US Government Treasury Securities:	10 basis points annualized
US Government Agency/Instrumentality Securities:	10 basis points annualized
Municipal Securities:	10 basis points annualized
FDIC Insured Certificates of Deposit:	25 basis points annualized
Collateralized Certificates of Deposit/Reciprocal:	25 basis points annualized
New Issue Securities	At issue price

Safekeeping charges, wire transfers, the Consultant's account banking charges, monthly reporting, monitoring of collateral and other services offered in this proposal are inclusive of the above execution fees. The Consultant's fee structure shall be independent of the dollar range of the investment placed. The basis point fees listed above are the maximum amount that the Consultant shall receive on any investment executed. Actual fees taken on an investment may be lower as the Consultant's goal is to provide a competitive return (not a fixed fee). The Consultant's fees shall already be accounted for when the Consultant gives the Village the net rate on an investment. The Village shall not receive a bill or statement for investment fees. Fees shall be discounted from the investment, and included in the net yield at the time of purchase.

5. Payments. The Consultant's compensation shall be payable from the proceeds of the Bonds issue and shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)

6. Confidentiality.

6.1 It is anticipated that the Village will disclose to the Consultant certain proprietary information which is identified as proprietary and confidential at the time of disclosure or which can reasonably be regarded as confidential ("Confidential Information"). The disclosure of Confidential Information shall not be construed to grant to the Consultant any ownership or other proprietary interest in the Confidential Information. The Consultant does not acquire any title, ownership, or other intellectual property right or license by virtue of such disclosure. The Consultant shall employ diligent efforts to maintain the secrecy and confidentiality of all Confidential Information. The Consultant will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any Confidential Information or any other information concerning the business, services, finances or operations of the Village except as expressly authorized by the Village. The Consultant shall treat such Confidential Information at all times as confidential, provided, however, that the Confidential

Information may be disclosed only for purposes of the performance of the Services to employees of the Village or the Consultant with a need to know for purposes of the performance of the Services hereunder. The Consultant acknowledges that each of the following can contain Confidential Information of the Village and that the disclosure of any of the following by the Consultant without the Village's express authorization would be harmful and damaging to the Village's interests:

6.1.1 All information relating to the Services being performed by the Consultant under this Agreement regardless of its type or form which is not known to the public.

6.1.2 Financial information, emergency response and homeland security information and law enforcement records which are not known to the public.

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

6.3 All books, papers, records, lists, files, forms, reports, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the Village's business, services, programs, software or residents, whether prepared by the Consultant or anyone else, are the exclusive property of the Village. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any Confidential Information of the Village are the exclusive property of the Village.

6.4 The Consultant shall have no obligation to keep confidential any Confidential Information disclosed hereunder, which the Consultant can demonstrate by clear and convincing evidence: (a) was rightfully in the Consultant's possession before receipt from the Village other than through prior disclosure by the Village; or (b) is or becomes a matter of general public knowledge through no breach of this Agreement; or (c) is rightfully received by the Consultant from a third party without an obligation of confidentiality; or (d) is independently developed by the Consultant; or (e) is disclosed under operation of law, governmental regulation, including but not limited to, regulation by the Securities and Exchange Commission or the Securities Department of the Illinois Secretary of State, or court order, provided the Consultant first gives the Village notice and a reasonable opportunity to secure confidential protection of such Confidential Information.

6.5 Upon termination of this Agreement or earlier at the Village's request at any time, the Consultant shall (a) immediately cease using the Confidential Information, and (b) promptly deliver to the Village all tangible embodiments of the Confidential Information.

6.6 In the event of breach of the confidentiality provisions of this Agreement, it shall be conclusively presumed that irreparable injury would result to the Village; and there would be no an adequate remedy at law. The Village shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this Agreement. The Village is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this Agreement survive the termination or performance of this Agreement.

7. Work Made for Hire.

7.1 All work product created or developed hereunder, including, but not limited to, specifications, reports and any other documents prepared by the Consultant in connection with any or all of the Services delivered to the Village is for the use of and shall be the exclusive property of the Village. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the Consultant relating in any manner to the Services performed by the Consultant or by anyone else and used by the Consultant in performance of the Services shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

7.2 The Consultant hereby irrevocably assigns and transfers to the Village and its successors and assigns all of its right, title, interest and ownership in the Services, including, but not limited to, copyrights, trademarks, patents, trade secret rights, all intellectual property rights and the rights to secure any renewals, reissues, and extensions thereof. The Consultant grants permission to the Village to register the copyright and other rights in the Services in the Village's name. The Consultant shall give the Village or any other person designated by the Village all assistance reasonably necessary to perfect its rights under this Agreement and to sign such applications, documents, assignment forms and other papers as the Village requests from time to time to further confirm this assignment. The Consultant further grants to the Village full, complete and exclusive ownership of the Services. The Consultant shall not use the Services for the benefit of anyone other than the Village, without the Village's prior written permission. Upon completion of the Services or other termination of this Agreement, the Consultant shall deliver to the Village all copies of any and all materials relating or pertaining to this Agreement. The Consultant irrevocably and unconditionally waives all rights in all such Services products. The Consultant warrants that all work product of the Consultant will be original, except as otherwise agreed in writing with the Village.

7.3 In the event that the Village provides the Consultant with materials, equipment or property of any kind, all such materials, equipment and property shall remain the property of the Village; and the Consultant shall immediately deliver all such materials, equipment and property to the Village at the conclusion of Services hereunder or at any earlier time upon demand by the Village.

8. Insurance Requirements. The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may

arise from or in connection with the performance of the Services by the Consultant, its agents, representatives, employees or subcontractors.

8.1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability - Occurrence form; and

(2) Automobile Liability; and

(3) Professional Liability/ Errors and Omissions policy; and

(4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

8.2 Minimum Limits of Insurance. The Consultant shall maintain limits no less than:

(1) Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than $1,000,000 per person per aggregate.

(2) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Professional Liability: $5,000,000 single limit for errors and omissions, professional/malpractice liability.

(4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of $500,000 per accident.

8.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Village.

8.4 Other Insurance Provisions. The policies are to contain, or be endorsed to contain the following provisions:

(1) Commercial General Liability and Automobile Liability Coverages:

a. The Village, its officials, employees and volunteers are to be covered as insureds as respects: liability arising out of Services performed by or on behalf of the Consultant as well as equipment procured, owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limits on the scope of the protection afforded to the Village, its officials, employees or volunteers.

b. The Consultant's insurance coverage shall be primary insurance as respects the Village, its officials, employees and volunteers. Any insurance

or self-insurance maintained by the Village, its officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees or volunteers.

d. Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights or subrogation against the Village, its officials, employees or volunteers for losses arising from Services performed by the Consultant for the Village.

(3) All Coverages

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

(4) Acceptability of Insurers

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

b. The Consultant shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village before any services commence. The Village reserves the right to request full, certified copies of the insurance policies.

9. Certifications.

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

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

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

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

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

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

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

9.2.3 The Consultant is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

9.2.4 No Village official, spouse or dependent child of a Village official, agent on behalf of any Village official or trust in which a Village official, the spouse or dependent child of a Village official or a beneficiary is a holder of more than five percent (5%) of the Consultant in accordance with Code of Ordinances of the Village of Brookfield, Chapter 2, Article VII;

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

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

10. Record Retention. The Consultant shall maintain their records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Consultant shall be available for review and audit by the Village. The Consultant shall cooperate with the Village (a) with any request for public records made

pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Consultant to maintain the books, records and supporting documents required by this section or the failure by the Consultant to provide full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Village for the recovery of any funds paid by the Village under this Agreement or for the recovery for any penalties or the Consultant'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.

11. Equal Employment Opportunity.

11.1. In the event of the Consultant'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 Consultant 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 Consultant agrees as follows:

11.1.1. That the Consultant 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 the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization;

11.1.2. That, if the Consultant 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 Consultant may reasonably recruit; and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized;

11.1.3. That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant 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;

11.1.4. That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or

understanding, a notice advising the labor organization or representative of the Consultant'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 Consultant in the Consultant's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, the Consultant will promptly notify the Illinois Department of Human Rights; and the Village and will recruit employees from other sources when necessary to fulfill its obligations under the contract;

11.1.5. That the Consultant 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;

11.1.6. That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations;

11.1.7. That the Consultant 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 contract, the Consultant will be liable for compliance with applicable provisions of this clause by subcontractors; and further, it will promptly notify the Village and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant 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.

12. Prohibition of Segregated Facilities. The Consultant 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 Consultant 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 Consultant will retain such certifications in its files.

13. Sexual Harassment Policy. The Consultant has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

14. Assignment of Contract. The Contract shall be deemed to be exclusive between Village and the Consultant. This Contract shall not be assigned by the Consultant without first obtaining permission in writing from the Village. The Village may refuse to accept any substitute Consultant for any reason.

15. Indemnification. The Consultant shall defend, indemnify and hold harmless the Village, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against the Village, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful misconduct in performance of the Services by the Consultant, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the negligence or willful act of the Village, its officials, employees and volunteers.

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

If to the Village:
Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 6051
Attn: 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 the Consultant:
PMA Financial Network, Inc.
2135 City Gate Lane, 7th Floor
Naperville, IL 60563
Attn: Courtney E. Soesbe
Vice President/Senior Relationship Officer
csoesbe@pmanetwork.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 16. 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 16.

17. Entire Agreement. This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Agreement may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and the Consultant. This Agreement is executed that day and year first written above.

18. Termination of Agreement. This Agreement may be terminated by either party only by notifying the other party in writing, by certified mail, return receipt requested, seven (7) days prior to the proposed termination date, provided, however, that the term of this Agreement shall not exceed the term of the Village President holding office at the time that this Agreement is executed. In such event, the Consultant shall be paid for any and all Services rendered to the date of receipt of the notice of termination, including all reimbursements due, based upon the Services performed. The Village's financial obligations under this Agreement are specifically contingent upon annual appropriation of funds sufficient to perform such obligations. This Agreement shall not constitute a debt or obligation of the Village within any statutory or constitutional provision. Each fiscal year during which the Village utilizes the services of the Consultant, the Village shall include in the appropriation ordinance presented to the Village's board of trustees a proposed appropriation for the compensation to which the Consultant is entitled under this Agreement, if any. The decision of the Village's board of trustees not to appropriate funds in any given year for this Agreement shall operate to terminate this Agreement.

19. Severability. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Agreement or such other document shall be valid and shall be enforced to the fullest extent permitted by law.

20. Applicable State Law. This Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce any item of this Agreement shall be so brought in the State of Illinois.

Village:
Village of Brookfield, Illinois, an Illinois municipal corporation

By:_____
Kit P. Ketchmark, Village President

ATTEST:

By:_____
Brigid Weber, Village Clerk

Consultant:
English Concepts, Inc. doing business as PMA Securities, Inc., an Illinois corporation

By:_____
Michael English, President

ATTEST:

By:_____
Elizabeth English, Secretary

CONSULTANT'S CERTIFICATION

I, Michael English, President of English Concepts, Inc. doing business as PMA Securities, Inc., (the "Consultant") hereby certify, represent and warrant to the Village of Brookfield, Illinois (the "Village") as a condition of any Agreement with the Village that Consultant, its shareholders holding more than five percent (5%) of the outstanding shares of Consultant, its officers and directors are:

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

2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

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

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

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

A. Publishing a statement:

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

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

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

a. Abide by the terms of the statement;

b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;

2. Consultant's policy of maintaining a drug-free workplace;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. No Village officials, their spouses, their dependent children, or no agent of any Village official or trust in which a Village official, his or her spouse or dependent children of a Village official is a beneficiary of Consultant.

5. No officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from Consultant in violation of Section 2-889 of Chapter 2, Article VII of the Code of Ordinances of the Village of Brookfield.

6. Consultant has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or

officer in violation of Section 2-889 of Chapter 2, Article VII of the Code of Ordinances of the Village of Brookfield.

7. Neither the Consultant 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 Consultant 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.

Dated: June ___, 2016

Consultant: English Concepts, Inc. doing business as PMA Securities, Inc.

By:_____
Michael English, President

STATE OF ILLINOIS)
) *ss.*
COUNTY OF COOK)

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

Dated:_____

_____
Notary Public

Exhibit "B"

INSTITUTIONAL BROKERAGE ACCOUNT APPLICATION & AGREEMENT - PMA SECURITIES, INC.
INSTITUTIONAL BROKERAGE ACCOUNT APPLICATION & AGREEMENT - PMA FINANCIAL NETWORK, INC.
TERMS AND CONDITIONS - PMA SECURITIES, INC. - PMA FINANCIAL NETWORK, INC.
VILLAGE OF BROOKFIELD - GENERAL OBLIGATION BONDS – SERIES 2016

PMA SECURITIES
PMA Securities, Inc.
2135 CityGate Lane, 7th Floor
Naperville, IL 60563

Institutional Brokerage Account Application & Agreement

info@pmanetwork.com | 630.657.6400

1. CLIENT INFORMATION *(please print or type)*:

Entity Name to appear on Records / Reports ("Entity"): _____

Legal Entity Name as filed with the IRS (if known): _____

Street Address: _____

City State Zip

Mailing Address (if different): _____

City State Zip

Account Contact: _____ Title: _____

(Person to whom general correspondence, account statements, confirmations, etc. should be addressed)

Telephone: _____ Ext: _____ Fax: _____

E-Mail Address: _____

Federal Employer Identification Number: _____ (complete enclosed IRS Form W-9)

2. TYPE OF ENTITY/FORM OF ORGANIZATION

A. Indicate type of entity:

- ☐ U.S. Municipal, County, State or Federal Government Entity*
- ☐ U.S. Banking Institution/Other Regulated Financial Institution*
- ☐ Insurance or reinsurance company
- ☐ Non-registered investment fund

* *Exempted from Customer Identification Program (CIP) requirements.*

- ☐ Registered Investment Company*
- ☐ Investment adviser registered with U.S. Securities and Exchange Commission or state securities authority
- ☐ Non-Profit Entities
- ☐ Other Institutional: _____

B. Indicate Form of Organization:

(In addition to the information requested below, please provide a signed resolution dated within 12 months of the signature date of this Application and Agreement identifying authorized signers.)

- ☐ Governmental Entity
- ☐ Limited liability company
  Please provide a copy of the operating agreement.
- ☐ Trust
  Please provide a copy of the Trust Agreement.
- ☐ Corporation
  Please provide a copy of the corporation's articles of incorporation.
- ☐ Partnership
  Please provide a copy of the partnership agreements.
- ☐ Other: _____

3. LIST OF AUTHORIZED PERSONS

The following person(s) are authorized to take any and all actions, give any and all instructions and execute any and all documents, including but not limited to, agreements to open brokerage accounts, related to the purchase and sale of securities on behalf of the Entity named above. If necessary attach the same information for additional Authorized Persons. The Entity will provide any additions or corrections to the list of Authorized Persons.

Print Name _____ Position _____ Signature

Print Name _____ Position _____ Signature

Print Name _____ Position _____ Signature

Include Home addresses for Authorized Signers for any entity that is not exempt from CIP requirements:

_____

Name of Authorized Person Street Address City, State and Zip Code

PMA SECURITIES
PMA Securities, Inc.
2135 CityGate Lane, 7th Floor
Naperville, IL 60563

Institutional Brokerage Account Application & Agreement

info@pmanetwork.com | 630.657.6400

4. AFFILIATION WITH BROKER-DEALER OR PUBLIC COMPANY

Is any Authorized Person employed by, or an associated person of, a registered broker-dealer, securities exchange, or the Financial Industry Regulatory Authority, Inc. ("FINRA")? Yes ☐ No ☐

Is any Authorized Person an officer, director, 10% shareholder or policymaker of a U.S. publicly-traded company? Yes ☐ No ☐

If you answered yes to either of the above questions provide the name of the Authorized Person(s) and the name and address of the Authorized Person(s)'s employer: _____

5. INVESTMENT INFORMATION

Investable Assets	☐ Up to $1 million	☐ $5-$10 million	☐ $25-$50 million
	☐ $1 - $5 million	☐ $10 - $25 million	☐ Over $50 million
Anticipated Number of Trades	☐ ≤ 10/year	☐ 10-25/year	☐ ≥ 25/year
Investment Policy (provide copy)		☐ State Statute	☐ More Restrictive than State Statute

6. INSTITUTIONAL ACCOUNT/SOPHISTICATED MUNICIPAL MARKET PROFESSIONAL AFFIRMATION

Will the Entity's account meet the definition of "Institutional Account" under FINRA Rules, which is set forth below? Yes ☐ No ☐

The term "Institutional Account" means the account of: (1) a bank, savings and loan association, insurance company or registered investment company; (2) an investment adviser registered either with the United States Securities and Exchange Commission under Section 203 of the Investment Advisers Act or with a state securities commission (or any agency or office performing like functions); or (3) any other person (whether a natural person, corporation, partnership, trust or otherwise) with total assets of at least $50 million as of the date of this Application and Agreement (whether such assets are invested for such person's own account or under management for the account of others).

Do you agree that in connection with any transaction effected by PMA you can make the following representations? Yes ☐ No ☐

a. You are fully capable of evaluating investment risks independently, both in general and with respect to all transactions and investment strategies involving a security or securities; and will exercise independent judgment in evaluating: (i) recommendations of PMA Securities, Inc. ("PMA Securities") or its associated persons; (ii) the quality of execution of your transactions by PMA Securities; and (iii) the transaction price for non-recommended secondary market agency transactions as to which PMA Securities' services have been explicitly limited to providing anonymity, communication and order matching functions and PMA Securities does not exercise discretion over how the transactions are executed.

b. You have timely access to "material information" that is available publicly through "established industry sources," in each case as defined in Rule G-47 of the Municipal Securities Rulemaking Board ("MSRB"); see the explanations below.

"Established industry sources" includes the MSRB's Electronic Municipal Market Access ("EMMA"®) system, rating agency reports, and other sources of information relating to municipal securities transactions generally used by brokers, dealers, and municipal securities dealers that effect transactions in the type of municipal securities at issue.

Information is considered to be material if there is a substantial likelihood that the information would be considered important or significant by a reasonable investor in making an investment decision.

7. ELECTRONIC DELIVERY

Check this box if you would like to enroll in electronic delivery and agree to be bound by the terms and conditions of electronic delivery: ☐

As a client that has selected electronic delivery you will receive notifications that documents are available for review rather than physical copies. These notifications will be sent to the email address that you provide below. Any accounts that you open in the future will also be enrolled in electronic delivery.

Email address: _____

Institutional Brokerage Account Application & Agreement

info@pmanetwork.com | 630.657.6400

8. AGREEMENT AND SIGNATURES

By signing below, you:

a. Acknowledge receipt of and agree to the terms of the Terms and Conditions for PMA Financial Network, Inc. and PMA Securities, Inc., which by this reference is incorporated herein, and that the Terms and Conditions, together with this Application and Agreement and any other agreements that we enter into with you, will govern each account that you open or request to be opened with PMA Securities.

b. If you indicated you are a municipal entity above, you acknowledge receipt of the PMA Securities, Inc. Municipal Advisor Disclosure of Conflicts of Interest and Other Information.

c. Agree that if you request our investment services with respect to proceeds of an offering of municipal securities, you will identify the proceeds as such and designate the proceeds for a municipal advisory account, and that you will not designate any funds or securities other than municipal bond proceeds for a municipal advisory account.

d. Acknowledge that PMA Securities is hereby authorized to rely upon the direction of any of the above Authorized Persons with respect to the investment and withdrawal of monies, contracts and agreements on your behalf unless and until PMA has received written notice from you that such person should be removed from the list of Authorized Persons.

e. Certify that no one except the account holder listed on this Application and Agreement has an interest in the brokerage account.

f. Certify that all information in this Application included in this Application and Agreement is current, accurate, truthful and complete.

g. Agree to notify us promptly in writing of any material changes in the information you supply to us on this Application and Agreement. In particular, you agree to notify us in writing if: (i) the list of Authorized Persons is amended; (ii) any Authorized Person becomes affiliated with a broker-dealer, a U.S. stock exchange or FINRA, or becomes an officer, director or policymaker of a U.S. publicly-traded company; or (iii) any representation made above under "INSTITUTIONAL ACCOUNT/SOPHISTICATED MUNICIPAL MARKET PROFESSIONAL AFFIRMATION" above ceases to be true.

Your accounts at PMA Securities are governed by a predispute arbitration clause, starting on page 3, Section 18 of the Terms and Conditions. You acknowledge that you have received a copy of the Terms and Conditions, including the pre-dispute arbitration clause.

Signature _____ Position _____ Date _____

Name (Print) _____

Mail Completed Application To:

PMA Securities, Inc. • 2135 CityGate Lane, 7th Floor • Naperville, IL 60563

Phone : 630-657-6400 • Fax: 630-718-8701

PMA Use Only:

Approval _____ Date _____

PMA Representative Signature _____ Date _____

PMA FINANCIAL NETWORK
PMA Financial Network, Inc.
2135 CityGate Lane, 7th Floor
Naperville, IL 60563

Institutional Brokerage Account Application & Agreement

info@pmanetwork.com | 630.657.6400

1. CLIENT INFORMATION *(please print or type)*:

Entity Name to appear on Records / Reports ("Entity"): _____

Legal Entity Name as filed with the IRS (if known): _____

Street Address: _____

City State Zip

Mailing Address (if different): _____

City State Zip

Account Contact: _____ Title: _____

(Person to whom general correspondence, account statements, confirmations, etc. should be addressed)

Telephone: _____ Ext: _____ Fax: _____

E-Mail Address: _____

Federal Employer Identification Number: _____ (complete enclosed IRS Form W-9)

2. TYPE OF ENTITY/FORM OF ORGANIZATION

A. Indicate type of entity:

☐ U.S. Municipal, County, State or Federal Government Entity*

☐ U.S. Banking Institution/Other Regulated Financial Institution*

☐ Insurance or reinsurance company

☐ Non-registered investment fund

* *Exempted from Customer Identification Program (CIP) requirements.*

☐ Registered Investment Company*

☐ Investment adviser registered with U.S. Securities and Exchange Commission or state securities authority

☐ Non-Profit Entities

☐ Other Institutional: _____

B. Indicate Form of Organization:

(In addition to the information requested below, please provide a signed resolution dated within 12 months of the signature date of this Application and Agreement identifying authorized signers.)

☐ Governmental Entity

☐ Limited liability company
Please provide a copy of the operating agreement.

☐ Trust
Please provide a copy of the Trust Agreement.

☐ Corporation
Please provide a copy of the corporation's articles of incorporation.

☐ Partnership
Please provide a copy of the partnership agreements.

☐ Other: _____

3. LIST OF AUTHORIZED PERSONS

The following person(s) are authorized to take any and all actions, give any and all instructions and execute any and all documents, including but not limited to, agreements to open brokerage accounts, related to the purchase and sale of securities on behalf of the Entity named above. If necessary attach the same information for additional Authorized Persons. The Entity will provide any additions or corrections to the list of Authorized Persons.

Print Name _____ Position _____ Signature

Print Name _____ Position _____ Signature

Print Name _____ Position _____ Signature

Include Home addresses for Authorized Signers for any entity that is not exempt from CIP requirements:

Name of Authorized Person Street Address City, State and Zip Code

PMA FINANCIAL NETWORK
PMA Financial Network, Inc.
2135 CityGate Lane, 7th Floor
Naperville, IL 60563

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4. INVESTMENT INFORMATION

Investable Assets	☐ Up to $1 million	☐ $5-$10 million	☐ $25-$50 million
	☐ $1 - $5 million	☐ $10 - $25 million	☐ Over $50 million
Anticipated Number of Trades	☐ ≤ 10/year	☐ 10-25/year	☐ ≥ 25/year
Investment Policy (provide copy)		☐ State Statute	☐ More Restrictive than State Statute

5. ELECTRONIC DELIVERY

Check this box if you would like to enroll in electronic delivery and agree to be bound by the terms and conditions of electronic delivery: ☐

As a client that has selected electronic delivery you will receive notifications that documents are available for review rather than physical copies. These notifications will be sent to the email address that you provide below. Any accounts that you open in the future will also be enrolled in electronic delivery.

Email address: _____

6. AGREEMENT AND SIGNATURES

By signing below, you:

a. Acknowledge receipt of and agree to the terms of the Terms and Conditions for PMA Financial Network, Inc. and PMA Securities, Inc., which by this reference is incorporated herein, and that the Terms and Conditions, together with this Application and Agreement and any other agreements that we enter into with you, will govern each account that you open or request to be opened with PMA Financial Network.

b. Confirm that none of the funds to be deposited in this PMA Financial Network account are proceeds from an offering of municipal securities, and you acknowledge that if you have any proceeds from an offering of municipal securities for investment through PMA, you will open an account through PMA Securities, Inc., a registered municipal advisor.

c. Acknowledge that PMA Financial Network is hereby authorized to rely upon the direction of any of the above Authorized Persons with respect to the investment and withdrawal of monies, contracts and agreements on your behalf unless and until PMA has received written notice from you that such person should be removed from the list of Authorized Persons.

d. Certify that no one except the account holder listed on this Application and Agreement has an interest in the brokerage account.

e. Certify that all information in this Application included in this Application and Agreement is current, accurate, truthful and complete.

f. Agree to notify us promptly in writing of any material changes in the information you supply to us on this Application and Agreement. In particular, you agree to notify us in writing if the list of Authorized Persons is amended.

Your accounts at PMA Financial Network are governed by a predispute arbitration clause, starting on page 3, Section 18 of the Terms and Conditions. You acknowledge that you have received a copy of the Terms and Conditions, including the pre-dispute arbitration clause.

_____

Signature Position Date

Name (Print) _____

Mail Completed Application To:

PMA Financial Network, Inc. • 2135 CityGate Lane, 7th Floor • Naperville, IL 60563

Phone : 630-657-6400 • Fax: 630-718-8701

PMA Use Only:

Approval _____ Date _____

PMA Representative Signature _____ Date _____

References in this Agreement to "we," "our," or "us" are to PMA Financial Network, Inc. and/or PMA Securities, Inc., as the context requires, and references to "you" or "your" are to the account owner.

General Account Terms

1. *Applicable PMA Entity:* Securities and municipal advisory brokerage services, and investments cleared through our clearing firm are offered through PMA Securities, Inc., a broker-dealer and municipal advisor registered with the U.S. Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB), and a member of the Financial Industry Regulatory Authority (FINRA) and the Securities Investors Protection Corporation (SIPC). All other products and brokerage services are generally provided by PMA Financial Network, Inc.

   Sections 1 through 23 of these Terms and Conditions, which are included "The General Terms and Conditions" heading, apply to any accounts maintained with PMA Financial Network, Inc. or PMA Securities, Inc. (collectively "PMA"), which are under common ownership. Sections 24 through 27, which are included under the heading "Terms Applicable to PMA Securities Accounts Only," apply only to accounts maintained with PMA Securities, Inc. The Application & Agreement for the applicable PMA company, and these Terms and Conditions, constitute the "Agreement."

2. *Account:* When we approve your Application, we will open a brokerage account for you to purchase and sell investments for your account and on your instructions. Certain of these accounts may constitute Municipal Advisor accounts which are subject to additional Terms and Conditions set forth in paragraphs 28 through 34).

3. *No Legal or Tax Advice.* RESERVED.

4. *Commissions and Fees:* You agree to pay our brokerage commissions, charges and other fees, as they exist from time to time and apply to your transactions and services you receive. You also acknowledge that where we act as principal in buying a security from you or selling a security to you we receive compensation in the form of a markdown, which is a decrease in the price paid to you below the price prevailing in the market, or a markup, which is an increase in the price charged to you over the price prevailing in the market. You also acknowledge that for deposit products, we act as your agent and offer you a net rate, with our fee being taken from the gross rate paid by the financial institution. From time to time, we execute transactions for deposit products with the assistance of a third party consultant or procure insurance. You agree to pay for the cost of such insurance or any fees charged by such third party consultant. You further agree to pay all applicable taxes, including, without limitation, state and local excise taxes.

5. *Rules and Regulations:* You acknowledge that this Agreement, any brokerage or other account(s) that you maintain with us and any transactions you make are subject to all applicable federal and state laws, rules, and regulations and the constitution, rules, regulations, customs, usages, rulings and interpretations of the exchange or market and its clearinghouse (if any) where such transactions are executed. You represent all transactions effected by us for you are in compliance with all laws governing your investments and by your investment guidelines.

6. *Payment, Settlement, and Liquidation:* We will not hold funds or securities for you. All transactions in your account will settle on a delivery versus payment/receipt versus payment basis. When you purchase securities or other investments on a cash basis, you agree to pay for the investments by settlement day.

   We may require full payment before we accept your order. When you sell long investments, you must own the investments when you place the order. You also agree to make good delivery of the investments you are selling by settlement day. If you do not pay for a long investment by the settlement day, PMA may liquidate that position at market prices and charge you any actual fees or costs. PMA will use best efforts to notify you electronically before taking such actions but in all cases has the power to liquidate the position without your authorization.

   If you have other obligations to us, which you do not satisfy on a timely basis, for our protection, or to satisfy your obligations to us, we may, at our discretion, without prior demand or notice but after using best efforts to notify you electronically, sell or otherwise liquidate all or any part of the securities and other property securing your obligations or close any or all transactions in your Brokerage Account. In this regard, we may transfer securities and other property that are now or in the future, held, carried, or maintained in or through the Brokerage Account and, to the extent of such account holder's interest, any present or future brokerage account with us in which such an account holder has an interest. You are responsible for costs, commissions, and losses arising from any actions we must take to liquidate or close transactions in your Brokerage Account or from your failure to make timely, good delivery of securities.

7. *Restrictions on Trading:* You understand that we may at any time, in our sole discretion and without prior notice to you, prohibit or restrict your ability to trade securities or investments, or to substitute investments, in your Brokerage Account.

8. *Provision of Market Data:* We may convey to you through telephone, electronic, or other means last sale transaction data, bid and asked quotations, and other information relating to securities or other investments and the securities markets (collectively referred to in this section as "market data").

   We obtain market data from securities exchanges and markets and from parties that transmit market data (collectively referred to in this section as "the market data providers"). All market data is protected by copyright laws. We provide market data for your personal, non-commercial use; you may not sell, market, or redistribute it in any way, unless you've entered into written agreements with the appropriate market data providers. We may terminate your access to the market data at any time in our

sole and absolute discretion.

We receive the market data from industry sources that are believed to be reliable. However, the accuracy, completeness, timeliness, or correct sequencing of the market data, and the availability of the market data without interruptions, can't be guaranteed either by us or the market data providers. Neither we nor the market data providers will be liable to you or to any other person for any losses or damages arising from inaccuracies, errors, omissions, delays, non-performance, or interruptions in the availability of market data or your access to market data, whether or not due to any negligent act or omission by us or the market data providers. You acknowledge that the provision of such market data does not constitute a recommendation by us to purchase or sell any security or any financial, tax or legal advice by us. The market data is provided "as is" and on an "as available" basis. There is no warranty of any kind, express or implied, regarding the market data.

You are fully capable of evaluating securities, reading markets, and recognizing portfolio diversification. However, the market data and other analysis provided by PMA may assist in your investment decisions. Any quotations generated from market data will also be considered subject to availability.

9. *Orders/Confirmation of Transactions:* You agree not to use email or voicemail to transmit orders to purchase or sell a security or other investment and further agree that we are not liable for any actions taken or any omissions to act as a result of any email or voicemail message you send to us. Transactions entered into for your account shall be confirmed in writing where required by applicable law or regulation. You agree that transactions on your statements and confirmations shall be conclusively be deemed accurate, binding and authorized by you unless you notify us in writing within 10 days.

10. *Consent to Monitoring and Recording:* You understand that we may, in our sole and absolute discretion, monitor or tape record telephone conversations with you, and you consent to such monitoring and recording.

11. *Notification:* We will send all notices and communications relating to your Brokerage Account to you at the mailing address or, where applicable, the electronic mail address indicated in your Institutional Brokerage Account Application ("Application"), or to another address you specify to us in writing. Any communication we send to such mailing address, whether by mail, courier, or otherwise, or to your electronic mail (email) address is considered delivered to you personally, whether or not you actually receive it. You agree to promptly notify us of any changes in your mailing address or e mail address.

12. *Email and Electronic Delivery.* If you have indicated in your Application that you consent to electronic delivery, you authorize us to deliver all communications to you by the following methods: **(i) by email at the address specified in the Application; (ii) by sending you an email that includes a hyperlink to the website or an address on the Internet where the information is posted, and can be read and printed; and (iii) by sending you a notice that directs you to an address on the Internet or a place within a website where the communication is posted and from which it can be read and printed.** This delivery will be effective whether or not you access or review the communication. Even if you have consented to electronic delivery, we may choose to send communications to you by other means, and if we do so that will not affect your consent. You must notify us of any change in your email address. Although we will not charge you for sending electronic communications, you understand that other online subscription fees or charges by Internet service providers may apply. You may revoke your consent to electronic delivery of communications and elect to receive documents in paper form.

All email sent to and from us is subject to monitoring, review by or disclosure to someone other than your intended recipient. You acknowledge that there may be delays in email being received by your intended recipient. You agree to hold us harmless for any delay in email delivery regardless of whether the delay was caused by us or a third party. Email sent to and from an address of PMA will be retained by our corporate email system. Electronic communications with us via our website or a wireless device are also subject to monitoring, review by or disclosure to someone other than the recipient and we will retain these communications as may be required by law.

13. *Losses Due to Extraordinary Events; Limitation of Liability:* We shall not be liable for losses caused directly or indirectly by conditions beyond our control, including, but not limited to, war, strikes, natural disasters, terrorist acts, government restrictions, exchange or market rulings, suspensions of trading, interruptions of communications or data processing services, or disruptions in orderly trading on any exchange market.

14. *Warranty Disclaimer; Damage Limitation:* RESERVED.

15. *Hold Harmless:* RESERVED.

16. *Anti-Money Laundering Requirements:* The USA PATRIOT Act is designed to detect, deter, and punish terrorists and others who engage in money laundering or disguising illegally obtained funds so that the funds appear to come from legitimate sources or activities. All brokerage firms are required to have anti-money laundering programs. As part of our program, we may require you to provide various identification documents or other information to verify your identity and/or your institution's identity. Until you provide the information or documents we need, we may not be able to open an account or effect any transaction for you.

You represent that neither you nor any other person who has an ownership interest in, or authority over, your account is or has been a Politically Exposed Person, also known as a senior foreign political figure, or an immediate family member or close associate of a senior foreign political figure, within the meaning of the U.S. Department of the Treasury's Guidance on Enhanced Scrutiny for Transactions That May Involve the Proceeds of Foreign Official Corruption and as referenced in the USA PATRIOT Act. In addition, you represent that neither you nor any other person who has an ownership interest in, or authority over, your account is a corporation, business or other entity that is beneficially or majority owned or controlled by the senior foreign political figure. If you, any other owner of or authorized person on your account is or has been such a figure, you agree to disclose that fact to us and provide the necessary information required by law to open and/or to service your account. You also represent that your account will not be used for any transactions with, or for the benefit of, any person, entity or country that is the subject of any sanctions administered or enforced by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), including, but not

limited to, any person, or entity designated on OFAC's List of Specialty Designated Nationals. For the purpose of this section, a "Politically Exposed Person" is a current or former senior official in the executive, legislative, administrative, a military or judicial branch of a foreign government (whether elected or not) or a senior official of major foreign party, a senior executive of a foreign government-owned corporation or a corporation, business or other entity formed by or for the benefit of such a figure. The term "politically exposed person" includes a current or former senior foreign political figure's "immediate family" which includes, but is not limited to, parents, siblings and in-laws or a "close associate," which means a person who is widely and publicly known to maintain an unusually close relationship with a senior foreign political figure, including a person in a position to conduct substantial domestic and international financial transactions on behalf of such figure.
For a discussion of the preceding terms and definitions, see http//federalreserve/gov/boarddocs/srletters/2001/sr0103/hrm.

17. *Termination:* You may terminate this Agreement and any account that you maintain with us at any time by giving us written notice, after paying any obligations you owe to us. We may terminate any account that you maintain with us and any or all services rendered under this Agreement at any time and for any reason in our sole and absolute discretion. Closing an account or terminating services will not affect rights and obligations incurred or arising prior to closure or termination. This Agreement will survive termination of your account(s) and will continue to apply to any disputed or other remaining matters arising from our relationship. The term of this Agreement shall not exceed the term of the Village President holding office at the time that this Agreement is executed. In such event, PMA shall be paid for any and all Services rendered to the date of receipt of the notice of termination, including all reimbursements due, based upon the Services performed. The Entity's financial obligations under this Agreement are specifically contingent upon annual appropriation of funds sufficient to perform such obligations. This Agreement shall not constitute a debt or obligation of the Entity within any statutory or constitutional provision. Each fiscal year during which the Entity utilizes the services of PMA, the Entity shall include in the appropriation ordinance presented to the Entity's board of trustees a proposed appropriation for the compensation to which PMA is entitled under this Agreement, if any. The decision of the Entity's board of trustees not to appropriate funds in any given year for this Agreement shall operate to terminate this Agreement.

18. ***Arbitration*: RESERVED.**

19. *Entire Agreement, Amendment, and Waiver:* This Agreement, any attachments hereto, our privacy policy, business continuity policy, and terms contained on statements and confirmations sent to you, as amended from time to time, contains the entire agreement between you and us with respect to the subject matter hereof.

20. *Governing Law:* This Agreement is governed by the laws of the State of Illinois (without regard to its conflict of law provisions), as applied to contracts entered into and completely performed within the State of Illinois.

21. *Assignment:* You may not assign your rights and obligations under this Agreement without first obtaining our prior written consent. We may transfer your Brokerage Account and assign our rights and obligations under this Agreement to any subsidiary, affiliate, or successor by merger or consolidation without notice to you, or to any other entity after 30 days prior written notice to you. This Agreement is binding upon, and inures to the benefit of, your and our successors and permitted assigns, if any.

22. *Severability:* If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such provision shall be deemed modified or, if necessary, rescinded in order to comply with the relevant court, or regulatory or self-regulatory agency or body. The validity of the remaining provisions and conditions shall not be affected thereby, and this Agreement shall be carried out as if such invalid or unenforceable provision or condition was not contained herein.

23. *Amendments and Waivers.* We may amend this Agreement and if we do so will give notice to you before the changes take effect. In the event you do not agree to an amendment, we may close and liquidate your Brokerage Account in an orderly manner. No amendment of any nature will affect either of our obligations incurred prior to the effective date of the amendment.

    A waiver shall be effective only for the specific purpose for which given. Our failure, at any time, to require strict compliance by you with any provision of this Agreement shall not constitute a waiver, or affect or diminish our right to demand strict compliance by you with any other provision of this Agreement.

Terms Applicable to PMA Securities Accounts Only

24. *Consent/Official Communications Regarding Securities:* You authorize the disclosure of your name, security position(s) and contact information, for purposes of receiving official communications concerning municipal securities, if relevant, to: (1) an issuer of municipal securities; (ii) a trustee for an issue of municipal securities in its capacity as trustee; (iii) a state or federal tax authority; or (iv) a custody agent for a stripped coupon municipal securities program in its capacity as custody agent. You further authorize the disclosure of your name, security position(s) and contact information for purposes of receiving official communications relating to non-municipal publicly traded securities from an issuer of such securities.

25. *FINRA Public Disclosure Program:* As a member of FINRA, PMA Securities, Inc. is required to disclose the availability of BrokerCheck, an online tool that provides information on FINRA-registered firms. To access BrokerCheck or download a brochure, go to *www.finra.org*. You can also call the BrokerCheck Hotline at (800) 289-9999.

26. *SIPC and Other Insurance Coverage:* You understand that PMA Securities, Inc. is a member of the Securities Investor Protection Corporation ("SIPC") and that SIPC currently protects the securities in your PMA Securities, Inc. Brokerage Account up to $500,000, with a limit of $100,000 for cash balances, which are being held for purposes of investment. Cash balances not held for investment purposes (e.g. the sole purpose is to collect interest) may not be covered by SIPC. You acknowledge that these SIPC protections do not cover fluctuations in the market value of your securities. A brochure with the details of SIPC's protections is available at *www.sipc.org* or by calling (202) 371-8300.

27. *Restrictions on Ability to Sell Securities:* Before instructing us to sell any securities that are "restricted securities" or securities of an issuer of which you are an "affiliate" as those terms are defined in Rule 144 under the Securities Act of 1933, or securities that are otherwise not freely transferable as the result of an agreement with the issuer of such securities or otherwise. You will advise us as to the status of such securities, obtain clearance from us as to the salability of such securities, promptly furnish whatever information and documents (including opinion of legal counsel) that we may reasonably request and not sell, pledge, assign or transfer such securities unless you first provide any such required or requested documents.

Terms Applicable to Municipal Advisor Accounts—Investment of Bond Proceeds

28. *Identification of Municipal Advisory Accounts.* You agree that if you request our services with respect to proceeds of an offering of municipal securities, you will identify the proceeds as such and designate the proceeds for a municipal advisory account, and that you will not designate any funds or security other than municipal bond proceeds for a municipal advisory account. When performing municipal advisory activities relating to the investment of proceeds of an offering of municipal securities for you as a municipal entity client or an obligated person client, we are acting as a municipal advisor and any accounts with bond proceeds are deemed municipal advisory accounts subject to these provisions. For operational purposes, a municipal advisory account will be a sub-account, but for all other purposes will be treated as a separate account.

29. *Scope of Services.* Upon opening a municipal advisory account, we will work with you in an effort to determine suitable investment options for the investment of your proceeds of municipal securities, given the timetable, cash flow and permitted investments you have presented. If all proceeds from the issuance were invested through PMA, if requested, PMA will also assist you in bond proceeds management/arbitrage reporting for compliance with provisions of the Internal Revenue Service, subject to review by your legal and accounting professionals.

30. *Municipal Advisor Disclosures.* RESERVED.

31. *Limitations on Engagement or Scope of Services.* Nothing in this Agreement should be construed as altering or limiting our duties as a municipal advisor. However, we may limit the scope of our engagement, duties and services with respect to any municipal advisory account by subsequent agreement with you.

32. *Information Required in Connection with Recommendations.* For any recommendation for a municipal advisor account, we will seek to provide suitable recommendations based on information obtained through the reasonable diligence of the firm. You agree to provide such information to assist in this process.

33. *Fee Schedule.* RESERVED.

34. *Form MA and MA-I.* As a municipal advisor, we have filed a Form MA for the firm and a Form MA-I for each person conducting municipal advisory activities associated with the firm. Forms MA and MA-I require the disclosure of information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation regarding a municipal advisory firm and its associated persons who engage in municipal advisory activities. You may access these forms regarding the firm through the SEC Edgar system located at https://www.sec.gov/edgar/searchedgar/companysearch.html and searching for English Concepts, Inc., which is our formal corporate name.

35. *Limitations on Investments.* PMA shall construct an investment portfolio for the proceeds of the Entity's bond issue not needed for immediate disbursement that will fund projected expenses, offer sufficient liquidity to allow for purchase flexibility and maximize interest earnings at prevailing rates or better subject to the limitations on investments set forth in the Public Funds Investment Act (30 ILCS 235/0.01 *et seq.*). The Entity's investment portfolio shall be limited to the following:

(a) bonds, notes, certificates of indebtedness, treasury bills or other securities now or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest;

(b) bonds, notes, debentures, or other similar obligations of the United States of America, its agencies including: (i) the federal land banks, federal intermediate credit banks, banks for cooperative, federal farm credit banks, or any other entity authorized to issue debt obligations under the Farm Credit Act of 1971 (12 U.S.C. 2001 *et seq.*) and Acts amendatory thereto; (ii) the federal home loan banks and the federal home loan mortgage corporation; and (iii) any other agency created by Act of Congress, and its instrumentalities;

(c) interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act, which are insured by the Federal Deposit Insurance Corporation;

(d) short-term obligations of corporations organized in the United States with assets exceeding $500,000,000 if (i) such obligations are rated at the time of purchase at one of the three highest classifications established by at least two standard rating services and which mature not later than 270 days from the date of purchase, (ii) such purchases do not exceed 10% of the corporation's outstanding obligations, and (iii) no more than one-third of the Entity's funds may be invested in short-term obligations of corporations;

(e) money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual fund is limited to obligations described in paragraph (1) or (2) of this subsection and to agreements to repurchase such obligations;

(f) interest-bearing bonds of any county, township, city, village, incorporated town, municipal corporation, or school district, of the State of Illinois, of any other state, or of any political subdivision or agency of the State of Illinois or of any other state, whether the interest earned thereon is taxable or tax-exempt under federal law,

registered in the name of the Entity or held under a custodial agreement at a bank, rated at the time of purchase within the four highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions;

(g) short-term discount obligations of the Federal National Mortgage Association or in shares or other forms of securities legally issuable by savings banks or savings and loan associations incorporated under the laws of the State of Illinois or any other state or under the laws of the United States, provided that (i) the investments may be made only in banks, savings banks or savings and loan associations the shares, or investment certificates of which are insured by the Federal Deposit Insurance Corporation; (ii) that any such securities are purchased at the offering or market price thereof at the time of such purchase; and (iii) all such securities so purchased shall mature or be redeemable on a date or dates prior to the time when, in the final and conclusive judgment of the Entity, the public funds so invested will be required for expenditure by the Entity;

(h) dividend-bearing share accounts, share certificate accounts or class of share accounts of a credit union chartered under the laws of the State of Illinois or the laws of the United States; provided, however, the principal office of any such credit union must be located within the State of Illinois. Investments may be made only in those credit unions the accounts of which are insured by applicable law;

(i) a Public Treasurer's Investment Pool created under Section 17 of the State Treasurer Act;

(j) a fund managed, operated, and administered by a bank, subsidiary of a bank, or subsidiary of a bank holding company or use the services of such an entity to hold and invest or advise regarding the investment of any public funds;

(k) repurchase agreements of government securities having the meaning set out in the Government Securities Act of 1986, as now or hereafter amended or succeeded, subject to the provisions of said Act and the regulations issued thereunder, provided that (i) the government securities, unless registered or inscribed in the name of the Entity, shall be purchased through banks or trust companies authorized to do business in the State of Illinois, and (ii) except for repurchase agreements of government securities which are subject to the Government Securities Act of 1986, as now or hereafter amended or succeeded, PMA shall not purchase or invest in instruments which constitute repurchase agreements, unless the instrument and the transaction meet the following requirements:

(1) The securities, unless registered or inscribed in the name of Entity, are purchased through banks or trust companies authorized to do business in the State of Illinois.

(2) The Entity's Treasurer after ascertaining which firm will give the most favorable rate of interest, directs the custodial bank, being the State Treasurer or the bank or trust company, or agency of government, which acts for the Entity in connection with repurchase agreements involving the investment of funds by the Entity, to "purchase" specified securities from a designated institution.

(3) A custodial bank shall be a member bank of the Federal Reserve System or maintain accounts with member banks, all transfers of book-entry securities must be accomplished on a Reserve Bank's computer records through a member bank of the Federal Reserve System, the securities must be credited to the Entity on the records of the custodial bank and the transaction must be confirmed in writing to the Entity by the custodial bank.

(4) Trading partners shall be limited to banks or trust companies authorized to do business in the State of Illinois or to registered primary reporting dealers.

(5) The security interest must be perfected.

(6) The Entity enters into a written master repurchase agreement, which outlines the basic responsibilities and liabilities of both buyer and seller.

(7) Agreements shall be for periods of 330 days or less.

(8) The Entity's Treasurer informs the custodial bank in writing of the maturity details of the repurchase agreement.

(9) The custodial bank shall take delivery of and maintain the securities in its custody for the account of the Entity and confirm the transaction in writing to the Entity, the Custodial Undertaking shall provide that the custodian takes possession of the securities exclusively for the Entity, that the securities are free of any claims against the trading partner and any claims by the custodian are subordinate to the public agency's claims to rights to those securities.

(10) The obligations purchased by the Entity may only be sold or presented for redemption or payment by the fiscal agent bank or trust company holding the obligations upon the written instruction of the Entity or officer authorized to make such investments.

(11) The custodial bank shall be liable to the Entity for any monetary loss suffered by the Entity due to the failure of the custodial bank to take and maintain possession of such securities.

36. *Treasurer's Conflict of Interest.* Except for pecuniary interests permitted under subsection (f) of Section 3-14-4 of the Illinois Municipal Code or under Section 3.2 of the Public Officer Prohibited Practices Act, no investment shall be made if the Entity's Treasurer or financial officer or who is employed in any similar capacity by or for the Entity (i) has an interest, directly or indirectly, in the investment in which the Entity is authorized to invest, (ii) has an interest, directly or indirectly, in the sellers, sponsors, or managers of those investments, or

(iii) receives, in any manner, compensation of any kind from any investments in which the Entity is authorized to invest.

37. *Designation of Holder.* If any securities, purchased under authority of this Agreement, are issuable to a designated payee or to the order of a designated payee, then the Entity shall be so designated, and further, if such securities are purchased with money taken from a particular fund of the Entity, the name of such fund shall be added to that of the Entity. If any such securities are registerable, either as to principal or interest, or both, then such securities shall be so registered in the name of the Entity, and in the name of the fund to which they are to be credited.

38. *Entity as Holder.* All securities purchased under the authority of this Agreement shall be held for the benefit of the Entity, and if purchased with money taken from a particular fund, such securities shall be credited to and deemed to be a part of such fund, and shall be held for the benefit thereof. All securities so purchased shall be deposited and held in a safe place by the person or persons having custody of the fund to which they are credited, and such person or persons are responsible upon his, her or their official bond or bonds for the safekeeping of all such securities. Any securities purchased by the Entity under authority of this Act, may be sold at any time, at the then-current market price thereof, by the Entity. Except as provided in Section 4.1 of "An Act in relation to State finance," all payments received as principal or interest, or otherwise, derived from any such securities shall be credited to the Entity and to the fund by or for which such securities were purchased.

39. *Bank as Depository.* PMA shall not deposit any public funds in a bank unless it has furnished the corporate authorities of the Entity with copies of the last two sworn statements of resources and liabilities which the bank is required to furnish to the Commissioner of Banks and Real Estate or to the Comptroller of the Currency. Each bank designated as a depository for public funds shall, while acting as such depository, furnish the corporate authorities of the Entity with a copy of all statements of resources and liabilities which it is required to furnish to the Commissioner of Banks and Real Estate or to the Comptroller of the Currency; provided that, if such funds or moneys are deposited in a bank, the amount of all such deposits not collateralized or insured by an agency of the federal government shall not exceed 75% of the capital stock and surplus of such bank, and PMA shall not be discharged from responsibility for any funds or moneys deposited in any bank in excess of such limitation.

40. *Savings Bank as Depository.* PMA shall not deposit any public funds in any savings bank or savings and loan association unless it has furnished the corporate authorities of the Entity with copies of the last two (2) sworn statements of resources and liabilities which the savings bank or savings and loan association is required to furnish to the Commissioner of Banks and Real Estate or the Federal Deposit Insurance Corporation. Each savings bank or savings and loan association designated as a depository for public funds shall, while acting as such depository, furnish the corporate authorities of the Entity with a copy of all statements of resources and liabilities which it is required to furnish to the Commissioner of Banks and Real Estate or the Federal Deposit Insurance Corporation; provided, that if such funds or moneys are deposited in a savings bank or savings and loan association, the amount of all such deposits not collateralized or insured by an agency of the federal government shall not exceed 75% of the net worth of such savings bank or savings and loan association as defined by the Federal Deposit Insurance Corporation, and PMA submitting a deposit shall not be discharged from responsibility for any funds or moneys deposited in any savings bank or savings and loan association in excess of such limitation.

41. *Credit Union as Depository.* PMA shall not deposit any public funds in a credit union unless it has furnished the corporate authorities of the Entity with copies of the last two (2) reports of examination prepared by or submitted to the Illinois Department of Financial Institutions or the National Credit Union Administration. Each credit union designated as a depository for public funds shall, while acting as such depository, furnish the corporate authorities of the Entity with a copy of all reports of examination prepared by or furnished to the Illinois Department of Financial Institutions or the National Credit Union Administration; provided that, if such funds or moneys are invested in a credit union account, the amount of all such investments not collateralized or insured by an agency of the federal government or other approved share insurer shall not exceed 50% of the unimpaired capital and surplus of such credit union, which shall include shares, reserves and undivided earnings, and PMA making an investment shall not be discharged from responsibility for any funds or moneys invested in a credit union in excess of such limitation.

42. *Deposits to be Insured.* Whenever PMA deposits any public funds of the Entity in a financial institution, PMA shall secure, on behalf of the Entity, from the financial institution an agreement with the financial institution requiring any funds not insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration or other approved share insurer to be collateralized by any of the following classes of securities, provided there has been no default in the payment of principal or interest thereon:

    (a) Bonds, notes, or other securities constituting direct and general obligations of the United States, the bonds, notes, or other securities constituting the direct and general obligation of any agency or instrumentality of the United States, the interest and principal of which is unconditionally guaranteed by the United States, and bonds, notes, or other securities or evidence of indebtedness constituting the obligation of a U.S. agency or instrumentality.

    (b) Direct and general obligation bonds of the State of Illinois or of any other state of the United States.

    (c) Revenue bonds of this State or any authority, board, commission, or similar agency thereof.

    (d) Direct and general obligation bonds of any city, town, county, school district, or other taxing body of any state, the debt service of which is payable from general ad valorem taxes.

    (e) Revenue bonds of any city, town, county, or school district of the State of Illinois.

    (f) Obligations issued, assumed, or guaranteed by the International Finance Corporation, the principal of which is not amortized during the life of the obligation, but no such obligation shall be accepted at more than 90% of its market value.

(g) Illinois Affordable Housing Program Trust Fund Bonds or Notes as defined in and issued pursuant to the Illinois Housing Development Act.

(h) In an amount equal to at least market value of that amount of funds deposited exceeding the insurance limitation provided by the Federal Deposit Insurance Corporation or the National Credit Union Administration or other approved share insurer: (i) securities, (ii) mortgages, (iii) letters of credit issued by a Federal Home Loan Bank, or (iv) loans covered by a State Guarantee under the Illinois Farm Development Act, if that guarantee has been assumed by the Illinois Finance Authority under Section 845-75 of the Illinois Finance Authority Act, and loans covered by a State Guarantee under Article 830 of the Illinois Finance Authority Act.

(i) Certificates of deposit or share certificates issued to the depository institution pledging them as security. The public agency may require security in the amount of 125% of the value of the public agency deposit. Such certificate of deposit or share certificate shall:

(i) be fully insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or the National Credit Union Share Insurance Fund or issued by a depository institution which is rated within the three (3) highest classifications established by at least one of the two standard rating services;

(ii) be issued by a financial institution having assets of $15,000,000 or more; and

(iii) be issued by either a savings and loan association having a capital-to-asset ratio of at least 2%, by a bank having a capital-to-asset ratio of at least 6% or by a credit union having a capital-to-asset ratio of at least 4%.

(j) The depository institution shall effect the assignment of the certificate of deposit or share certificate to the Entity and shall agree that, in the event the issuer of the certificate fails to maintain the capital-to-asset ratio required by this subsection (j), such certificate of deposit or share certificate shall be replaced by additional suitable security. The Entity may at any time declare any particular security ineligible to qualify as collateral when, in the Entity's judgment, it is deemed desirable to do so. Notwithstanding any other provision of this subsection (j), as security the Entity may, at its discretion, accept a bond, executed by a company authorized to transact the kinds of business described in clause (g) of Section 4 of the Illinois Insurance Code, in an amount not less than the amount of the deposits required by this subsection (j) to be secured, payable to the Entity for the benefit of the People of the Entity, in a form that is acceptable to the Entity.

(k) When investing or depositing public funds, PMA shall, to the extent permitted by the Public Funds Investment Act and by the lawful and reasonable performance of its custodial duties, invest or deposit such funds with or in minority-owned financial institutions within the State of Illinois.

(l) In addition to any other requirements of this Agreement or the Public Funds Investment Act, PMA is authorized to consider the financial institution's record and current level of financial commitment to the Entity when deciding whether to deposit public funds in that financial institution. PMA may consider factors including, but not necessarily limited to:

(1) For financial institutions subject to the federal Community Reinvestment Act of 1977, the current and historical ratings that the financial institution has received, to the extent that those ratings are publicly available, under the federal Community Reinvestment Act of 1977;

(2) Any changes in ownership, management, policies, or practices of the financial institution that may affect the level of the financial institution's commitment to its community;

(3) The financial impact that the withdrawal or denial of deposits of public funds might have on the financial institution;

(4) The financial impact to the Entity as a result of withdrawing public funds or refusing to deposit additional public funds in the financial institution; and

(5) Any additional burden on the resources of the Entity that might result from ceasing to maintain deposits of public funds at the financial institution under consideration.

Nothing in this subsection (l) shall be construed as authorizing the Entity to conduct an examination or investigation of a financial institution or to receive information that is not publicly available and the disclosure of which is otherwise prohibited by law.

43. *Confidentiality.*

(a) It is anticipated that the Entity will disclose to PMA certain proprietary information which is identified as proprietary and confidential at the time of disclosure or which can reasonably be regarded as confidential ("Confidential Information"). The disclosure of Confidential Information shall not be construed to grant to PMA any ownership or other proprietary interest in the Confidential Information. PMA does not acquire any title, ownership, or other intellectual property right or license by virtue of such disclosure. PMA shall employ diligent efforts to maintain the secrecy and confidentiality of all Confidential Information. PMA will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any Confidential Information or any other information concerning the business, services, finances or operations of the Entity except as expressly authorized by the Entity. PMA shall treat such Confidential Information at all times as confidential, provided, however, that the Confidential Information may be disclosed only for purposes of the performance of the Services to employees of the Entity or PMA with a need to know for purposes of the performance of the Services hereunder. PMA acknowledges that each of the following can contain Confidential Information of the Entity and that the disclosure of any of the following by PMA without the Entity's express authorization would be harmful and damaging to the Entity's interests:

(1) All information relating to the Services being performed by PMA under this Agreement regardless of its type or form which is not known to the public.

(2) Financial information, emergency response and homeland security information and law enforcement records which are not known to the public.

(b) This itemization of Confidential Information is not exclusive, as there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, electronic memory, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through PMA's partners', members' and employees' spouses, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

(c) All books, papers, records, lists, files, forms, reports, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the Entity's business, services, programs, software or residents, whether prepared by PMA or anyone else, are the exclusive property of the Entity. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any Confidential Information of the Entity are the exclusive property of the Entity.

(d) PMA shall have no obligation to keep confidential any Confidential Information disclosed hereunder, which PMA can demonstrate by clear and convincing evidence: (a) was rightfully in PMA's possession before receipt from the Entity other than through prior disclosure by the Entity; or (b) is or becomes a matter of general public knowledge through no breach of this Agreement; or (c) is rightfully received by PMA from a third party without an obligation of confidentiality; or (d) is independently developed by PMA; or (e) is disclosed under operation of law, governmental regulation, including but not limited to, regulation by the Securities and Exchange Commission or the Securities Department of the Illinois Secretary of State, or court order, provided PMA first gives the Entity notice and a reasonable opportunity to secure confidential protection of such Confidential Information.

(e) Upon termination of this Agreement or earlier at the Entity's request at any time, PMA shall (a) immediately cease using the Confidential Information, and (b) promptly deliver to the Entity all tangible embodiments of the Confidential Information.

(f) In the event of breach of the confidentiality provisions of this Agreement, it shall be conclusively presumed that irreparable injury would result to the Entity; and there would be no adequate remedy at law. The Entity shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this Agreement. The Entity is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this Agreement survive the termination or performance of this Agreement.

44. *Insurance Requirements.*

PMA shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by PMA, its agents, representatives, employees or subcontractors.

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability - Occurrence form; and

(2) Automobile Liability; and

(3) Professional Liability/ Errors and Omissions policy; and

(4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

(b) Minimum Limits of Insurance. PMA shall maintain limits no less than:

(1) Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than $1,000,000 per person per aggregate.

(2) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Professional Liability: $5,000,000 single limit for errors and omissions, professional/malpractice liability.

(4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of $500,000 per accident.

(c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Entity.

(d) Other Insurance Provisions. The policies are to contain, or be endorsed to contain the following provisions:

(1) Commercial General Liability and Automobile Liability Coverages:

a. The Entity, its officials, employees and volunteers are to be covered as insureds as respects: liability arising out of Services performed by or on behalf of PMA as well as equipment procured, owned, leased, hired or borrowed by PMA. The coverage shall contain no special limits on the scope of the protection afforded to the Entity, its officials, employees or volunteers.

b. PMA's insurance coverage shall be primary insurance as respects the Entity, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Entity, its officials, employees or volunteers shall be in excess of PMA's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Entity, its officials, employees or volunteers.

d. Coverage shall state that PMA's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights or subrogation against the Entity, its officials, employees or volunteers for losses arising from Services performed by PMA for the Entity.

(3) All Coverages

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

(4) Acceptability of Insurers

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

b. PMA shall furnish the Entity with certificates of insurance naming the Entity, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Entity and are to be received and approved by the Entity before any Services commences. The Entity reserves the right to request full certified copies of the insurance policies.

45. *Certifications.*

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

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

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

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

(b) In addition, PMA shall represent and warrant to the Entity that as a condition of any Agreement with the Entity that:

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

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

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

(4) No Entity official, spouse or dependent child of an Entity official, agent on behalf of any Village official or trust in which an Entity official, the spouse or dependent child of an Entity official or a beneficiary is a holder of more than five percent (5%) of PMA in accordance with Code of Ordinances of the Entity of Brookfield, Chapter 2, Article VII;

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

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

(7) Certify that no Entity officer, spouse or dependent child of an Entity officer, agent on behalf of any Entity officer or trust in which an Entity officer, the spouse or dependent child of an Entity officer or a beneficiary is a holder of any interest in PMA; or, if PMA's stock is traded on a nationally recognized securities market, that no Entity officer, spouse or dependent child of an Entity officer, agent on behalf of any Entity officer or trust in which an Entity officer, the spouse or dependent child of an Entity officer or a beneficiary is a holder of more than one percent (1%) of PMA, but if any Entity officer, spouse or dependent child of an Entity officer, agent on behalf of any Entity officer or trust in which an Entity officer, the spouse or dependent child of an Entity officer or a beneficiary is a holder of less than one percent (1%) of PMA, PMA have disclosed to the Entity in writing the name(s) of the holder of such interest.

(8) 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.

(9) 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 the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

(10) Are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

47. *Equal Employment Opportunity.*

(a) In the event of PMA'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, PMA 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, PMA agrees as follows:

(1) That PMA will not discriminate against any employee or Entity 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 he or she 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) That, if PMA 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 PMA may reasonably recruit; and PMA will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by PMA or on PMA's behalf, PMA 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) That PMA will send to each labor organization or representative of workers with which PMA has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of PMA'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 PMA in PMA's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, PMA will promptly notify the Illinois Department of Human Rights; and the Entity and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

(5) That PMA 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) That PMA will permit access to all relevant books, records, accounts and work sites by personnel of the Entity 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) That PMA 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 contract, PMA will be liable for compliance with applicable provisions of this clause by subcontractors; and further, it will promptly notify the Entity and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, PMA 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.

48. *Prohibition of Segregated Facilities.* PMA 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, PMA 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 PMA will retain such certifications in its files.

49. *Sexual Harassment Policy.* PMA has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

CONSULTANT'S CERTIFICATION

I, Michael English, President of English Concepts, Inc. doing business as PMA Securities, Inc. and Prudent Man Analysis, Inc. doing business as PMA Financial Network, Inc., (the "Consultant") hereby certifies, represents and warrants to the Village of Brookfield, Illinois (the "Village") as a condition of any Agreement with the Village that the Consultant, its shareholders holding more than five percent (5%) of the outstanding shares of the Consultant, its officers and directors are:

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

2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

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

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

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

   A. Publishing a statement:

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

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

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

         a. Abide by the terms of the statement;

         b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

   B. Establishing a drug-free awareness program to inform employees about:

      1. The dangers of drug abuse in the workplace;

      2. The Consultant's policy of maintaining a drug-free workplace;

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

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

   C. Making it a requirement to give a copy of the statement required by Subsection 1.A to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.

   D. Notifying the Village within ten (10) days after receiving notice under Paragraph 1.A.3(b) from an employee or otherwise receiving actual notice of such conviction.

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

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

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

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

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

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

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

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

   E. It will submit reports as required by the Illinois Department of Human Rights, Rules and Regulations,

furnish all relevant information as may from time to time be requested by the Department or the Village, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

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

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

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

4. No Village officials, their spouses, their dependent children, or no agent of any Village official or trust in which a Village official, his or her spouse or dependent children of a Village official is a beneficiary of Consultant.

5. No officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from Consultant in violation of Section 2-889 of Chapter 2, Article VII of the Code of Ordinances of the Village of Brookfield.

6. Consultant has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 2-889 of Chapter 2, Article VII of the Code of Ordinances of the Village of Brookfield.

7. Neither PMA 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 PMA 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.

Dated: June ___, 2016

Consultant:
English Concepts, Inc. doing business as PMA Securities, Inc. and Prudent Man Analysis, Inc. doing business as PMA Financial Network, Inc.

By:_____
Michael R. English, President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

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

Dated: June ___, 2016

_____
Notary Public

RESOLUTION NO. R - 2016 - 1050

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF RIVERSIDE, THE VILLAGE OF NORTH RIVERSIDE AND THE VILLAGE OF BROOKFIELD FOR A CENTRALIZED, COMBINED EMERGENCY SERVICES DISPATCH AND COMMUNICATION SYSTEM

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 27TH DAY OF JUNE 2016

RESOLUTION NO. R - 2016- 1050

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF RIVERSIDE, THE VILLAGE OF NORTH RIVERSIDE AND THE VILLAGE OF BROOKFIELD FOR A CENTRALIZED, COMBINED EMERGENCY SERVICES DISPATCH AND COMMUNICATION SYSTEM

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and Section 3 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorize two or more units of local government to contract to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract;

WHEREAS, the Village of Brookfield (the "Village"), the Village of Riverside and the Village of North Riverside (collectively the "Participating Agencies") have determined that there exists a need for a centralized, combined emergency services dispatch and communication system, which will provide for more efficient dispatch and communication capabilities within and among the Participating Agencies and which will otherwise provide for the health, safety and welfare of the residents of the Participating Agencies. In addition, the Participating Agencies have determined that joint action in establishing and operating the System is the most efficient and effective means to meet that need and is in the best interests of each of the Participating Agencies and their residents;

WHEREAS, the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*) authorize the collection of certain

surcharges to assist with the delivery of 9-1-1 services and wireless E-9-1-1 services (collectively referred to as "surcharges" or "surcharge funds");

WHEREAS, the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), as amended by Public Act 99-006 (effective July 2, 2015), requires covered units of local government to consolidate 9-1-1 services and wireless E-9-1-1 services and the new version of Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), as amended by Public Act 99-006, authorizes two or more municipalities that impose a surcharge pursuant to 50 ILCS 750/15.3 to establish by intergovernmental agreement a Joint Emergency Telephone System Board ("JETSB"), provided that the local Emergency Telephone System Boards ("ETSB") are terminated by ordinances that rescind their establishment, authority and operational functions;

WHEREAS, it is the desire of the Participating Agencies to jointly establish, maintain and operate the System for the purpose of providing communication services for law enforcement, fire, ambulance and other emergency communication systems for the mutual benefit of the members of the WC3 (the "Services"); to provide such Services on a contract basis to other public agencies; and to provide a forum for discussion, study, development and implementation of recommendations of mutual interests regarding communications, information systems, statistical matters and criminal justice, fire safety, emergency medical and telephone emergency request systems, public safety information, communication and data processing within portions of Cook County, Illinois, and other geographic areas as may be served by the WC3;

WHEREAS, each of the Participating Agencies currently operates its own public safety answering point. Pursuant to the mandatory consolidation regulations set forth in Section 15.4 of the Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective

July 2, 2015), the Participating Agencies are required to reduce the number of operational public safety answering points via consolidation. Through intergovernmental cooperation, this consolidation will allow the Participating Agencies to comply with these new regulations and offers an opportunity to deliver more efficient emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Agencies for the benefit of the health, safety and welfare of the residents of the Participating Agencies;

WHEREAS, the Participating Agencies desire to cooperate in the preparation and filing of a public safety answering point consolidation plan with the Illinois Department of State Police that will seek regulatory approval to operate the public safety answering point as a consolidated dispatch center serving all of the Participating Agencies. The Participating Agencies desire to enter into an Intergovernmental Agreement to Establish an Intergovernmental Cooperative Venture Known as the "West Central Consolidated Communications ("WC3") for the Operation and Maintenance of a Combined Dispatch and Communication System (the "Intergovernmental Agreement") to set forth their respective responsibilities regarding the funding, operations, maintenance, upgrades and staffing of the WC3 public safety answering point once the Illinois Department of State Police grants approval and the other public safety answering point operations are terminated; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village enter into the Intergovernmental Agreement;

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

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

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

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

Section 4: The officials, officers, employees and agents of 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 and the Intergovernmental Agreement.

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

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

ADOPTED this 27th day of June 2016, pursuant to a roll call vote as follows:

AYES:_____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 27th day of June 2016.

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

ATTESTED and filed in my office,
this 27th day of June 2016.

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

Exhibit "A"

INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY THE VILLAGES OF RIVERSIDE, NORTH RIVERSIDE AND BROOKFIELD TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS THE "WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3") FOR THE OPERATION AND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM

LAW OFFICES

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MELISSA M. WOLF
MATTHEW G. HOLMES
MICHAEL R. DURKIN

THOMAS J. HALLERAN
ERIN C. TINAGLIA
ADAM R. DURKIN

JOSEPH G. KUSPER
MARK R. STEPHENS
BRYAN J. BERRY
ANN M. WILLIAMS
LEONARD P. DIORIO
RICHARD F. PELLEGRINO
DONALD J. STORINO II

OF COUNSEL

June 23, 2016

IN REPLY REFER TO FILE NO.

BR-1

Via e-mail to mtjurusik@ktjlaw.com
Mr. Michael T. Jurusik
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606

Re: Intergovernmental Agreement entered into by the Villages of Riverside, North Riverside and Brookfield to Establish an Intergovernmental Cooperative Venture Known as the West Central Consolidated Communications ("WC3") for the Operation and Maintenance of a Combined Dispatch and Communication System

Cost Sharing Agreement for the Establishment of the West Central Consolidated Communications

Dear Michael:

I represent the Village of Brookfield ("Brookfield"). I was requested to provide a legal review of the Intergovernmental Agreement entered into by the Villages of Riverside, North Riverside and Brookfield to Establish an Intergovernmental Cooperative Venture Known as the West Central Consolidated Communications ("WC3") for the Operation and Maintenance of a Combined Dispatch and Communication System (the "Intergovernmental Agreement") and the Cost Sharing Agreement for the Establishment of the West Central Consolidated Communications (the "Cost Sharing Agreement"). Because there are a number of statutes that impact the agreements, I thought that it would be helpful for me to supply Brookfield's comments and the applicable portions of those statutes. The relevant statutory provisions are italicized, and the relevant text within those statutory provisions is highlighted.

COST SHARING AGREEMENT

RECITALS

Brookfield proposes to recite the authority for each of the villages to enter into the Cost Sharing Agreement.

Section 2. Sharing of Costs and Obligations.

A. Salary and Employment Benefits for WC3 Executive Director.

The Cost Sharing Agreement does not create an entity which can employ the Executive Director; therefore, one of the villages will need to serve as the employer of the Executive Director. Brookfield proposes to amend subparagraphs 1, 2 and 4 to provide for one village to employ the executive director and the other two to reimburse the village employing the Executive Director. I have presumed that the Executive Director will not work more than 600 hours. If it is anticipated that the Executive Director will work more than 600 hours, consideration should be given to the impact of eligibility for Illinois Municipal Retirement Fund benefits.

B. Start-Up Committee.

2. While an argument can be made that the Start-Up Committee is not subject to the Open Meetings Act, *Board of Regents of Regency University System v. Reynard,* 292 Ill. App. 3d 968 (4th Dist., 1997) could support the argument that (and which the Public Access Counselor is likely to follow to opine that) the Start-Up Committee is subject to the Open Meetings Act. Brookfield prefers not to expose itself to the time and expense of defending an Open Meetings Act complaint on this issue.

Relevant provisions of statute: *Open Meetings Act (5 ILCS 120/01 et seq.)*

> *Sec. 1.02. For the purposes of this Act:*
>
> *"Meeting" means any gathering, whether in person or by video or audio conference, telephone call, electronic means (such as, without limitation, electronic mail, electronic chat, and instant messaging), or other means of contemporaneous interactive communication, of a majority of a quorum of the members of a public body held for the purpose of discussing public business or, for a 5-member public body, a quorum of the members of a public body held for the purpose of discussing public business.*
>
> *Accordingly, for a 5-member public body, 3 members of the body constitute a quorum and the affirmative vote of 3 members is necessary to adopt any motion, resolution, or ordinance, unless a greater number is otherwise required.*
>
> ***"Public body" includes all** legislative, executive, administrative or **advisory bodies of** the State, counties, townships, cities, **villages,** incorporated towns, school districts and all other municipal corporations, boards, bureaus, **committees** or commissions of this State, **and any subsidiary bodies of any of the foregoing including but not limited to committees and subcommittees which are supported in whole or in part by tax revenue, or which expend tax revenue,** except the General Assembly and committees or commissions thereof. "Public body" includes tourism boards and convention or civic center boards located in counties that are contiguous to the Mississippi River with populations of more than 250,000 but less than*

300,000. "Public body" includes the Health Facilities and Services Review Board. "Public body" does not include a child death review team or the Illinois Child Death Review Teams Executive Council established under the Child Death Review Team Act, an ethics commission acting under the State Officials and Employees Ethics Act, a regional youth advisory board or the Statewide Youth Advisory Board established under the Department of Children and Family Services Statewide Youth Advisory Board Act, or the Illinois Independent Tax Tribunal.

C. Project Management Phase Activities and Related Costs.

4. The Cost Sharing Agreement proposes to authorize the Executive Director to contract for goods and services. The municipal codes of Riverside, North Riverside and Brookfield contain required procedures for the purchasing of goods and services.

Relevant provisions of the Village Code of the Village of Riverside: *Title 1 – Administrative, Chapter 8 – Village Manager - Sec. 1-8-3 – Purchasing Agent and 1-8-4: Requisitions, Purchases, Contracts*

1-8-3: PURCHASING AGENT:

The village manager shall be the purchasing agent for the village, except where specific provision to the contrary is made by statute, or by the president of the board of trustees. He shall have authority and it shall be his duty, when so authorized by the board of trustees, to purchase all supplies, materials, equipment, contractual services and insurance needed by the village or any department, board or officer thereof, including authority to purchase personal property, supplies and services under a joint governmental purchasing program with the state or other governmental units. (Ord. 1418, 1-21-1980)

1-8-4: REQUISITIONS, PURCHASES, CONTRACTS:

(A) Requisitions: No orders for materials or supplies totaling two thousand five hundred dollars ($2,500.00) or more shall be purchased by the village manager unless and until a proper requisition for the same has been filed with him or her by an official authorized to make such requisition. (Ord. 2822, 9-5-2013)

(B) Purchases and Contracts Not Exceeding Twenty Thousand Dollars: ***The village manager may, in his or her discretion, without previous authorization of the board of trustees, purchase supplies, materials, or equipment, and may enter into contracts for any work or public improvement, costing not more than twenty thousand dollars ($20,000.00).*** *The village manager is further authorized to sign checks on behalf of the village in amounts of no more than twenty thousand dollars ($20,000.00) for such purposes.*

(C) Emergency Purchases: In case of an emergency arising from unforeseen causes which requires the immediate purchase of supplies, materials or equipment, or contractual services, the village manager may secure on the open market at the lowest obtainable price any commodities or contractual services costing more than twenty thousand dollars ($20,000.00)

and place an order therefor. In the absence of the village manager, the chief of police or the fire chief may secure on the open market at the lowest obtainable price any commodities or contractual services costing more than twenty thousand dollars ($20,000.00) and place an order therefor. Documentation of the emergency and the need for immediate action will be presented to the board of trustees in a reasonable period of time following resolution of the crisis.

(D) Purchases And Contracts Exceeding Twenty Thousand Dollars: ***All purchase orders or contracts for supplies, materials, equipment or contractual services, and all public improvement contracts which are not to be paid for by special assessment or special taxation, involving the expenditure of more than twenty thousand dollars ($20,000.00), shall be let to the lowest responsible bidder after advertisement for bids as provided in this section, or without advertising for bids if so authorized by a vote of two-thirds (2/3) of all the trustees elected.*** *For all contracts exceeding twenty thousand dollars ($20,000.00) made with a state or local governmental purchasing cooperative, competitive bidding is waived.*

(E) Public Improvements and Special Assessments: Every contract for any work or public improvement to be paid for, in whole or in part by special assessment or special taxation, shall be let to the lowest responsible bidder, after advertisement for bids as provided in this section or state statute.

(F) Advertising for Bids:
1. Whenever advertising for bids is required, the village manager shall cause a call for such bids to be published in some newspaper published in the village or of general circulation within the village, and, if he so elects, such other newspaper of general circulation therein as in his judgment may be desirable. Such advertisement shall be published once, publication to be not less than ten (10) calendar days prior to the day fixed for opening bids.
2. Where the advertisement is for a public improvement, the published notice need give only a general description of the work to be done or the materials to be furnished, but detailed drawings, plans, profiles and specifications, as prescribed by the ordinance ordering such improvement, shall be made and placed on file in the office of the village manager prior to the first publication of such advertisement and shall at all times be open to public inspection.
3. In such advertisement, the right to reject any or all bids shall be expressly reserved.

(G) Requisites For Bids: In all cases, the bids for doing any work or making any public improvement shall be sealed bids, directed to the village manager, and may be accompanied by a certified check or bond not to exceed ten percent (10%) of the estimated cost of the improvement or work to be done or of the materials or supplies to be furnished.

(H) Contracts, Execution: All contracts for work materials or supplies exceeding in amount the sum of twenty thousand dollars ($20,000.00), shall be executed in writing and shall be signed by the village manager or director of finance on the part of the village, and by the contractor. One executed copy must be filed in the office of the village manager and the other must be delivered to the contractor. All contracts must be in the names of and run to the village.

(I) Approval of Bills: The village manager shall control and direct all expenditures made by the village. The board of trustees usually approves payment of bills. However, the village manager shall have authority to approve bills of less than twenty thousand dollars ($20,000.00) when prompt payment is necessary and will prevent interruption in business operations which could be counterproductive or have negative consequences to the village. He shall have authority to approve bills in amounts greater than twenty thousand dollars ($20,000.00) when the board of trustees has previously approved the vendor and contract amount. He shall have authority to approve bills in an emergency which could affect the health and welfare of the village and when prompt payment is necessary to protect the public interest. In months in which the village board holds only one regular meeting, he shall have authority to approve bills of any amount and direct their payment. He shall, before the same are presented to the board of trustees for subsequent ratification, certify as to the correctness of all bills. (An acting village manager shall not pay bills until they have been approved by the board of trustees.)

Relevant provisions of the Village Code of the Village of North Riverside: *Title 2 – Administration and Personnel, Chapter 2.22 – Village Administrator - Sec. 2.22.060 – Powers and Duties*

2.22.060 - Powers and duties.

The village administrator shall perform such duties as are herein provided:

The village administrator shall be the chief administrative officer and personnel officer who shall carry out the responsibilities of that office as set forth in the personnel rules and regulations adopted January 18, 1982, and shall be responsible to the mayor for the administration and operation of all of the affairs and departments of the village. As such chief administrative and personnel officer, he shall have the administration and control of all matters and things pertaining to the operation and maintenance of the properties of the village and all of the departments of the village; he shall also have supervision of such other departments and officers as may be hereafter created by the village board, unless the administration and control of such departments or officers is expressly delegated elsewhere. Specifically, but not in limitation of the above, he shall have the following powers and duties:

A. He shall recommend the removal or suspension of any employee when such removal or suspension shall be consistent with the best interests of the village. All such recommendations for removal shall be based upon merit and upon the qualifications or disqualifications of such employee without regard to political belief or affiliation.

B. ***He shall be responsible for the purchasing of supplies and equipment for all departments of the village and for that purpose he is authorized to make expenditures of one thousand dollars or less without preliminary authorization by the board; provided, however, that all expenditures and payments, regardless of amount, shall be subject to the confirmation or***

approval of the village board and to the limitations imposed by the adoption of a budget or appropriation ordinance.

C. He shall attend all meetings of the village board unless excused by the mayor, except when his removal is under consideration by the board. He shall have the privilege of taking part in the discussion of all matters coming before the board and shall be entitled to notice of all meetings, regular and special, of the board.

D. He shall make investigations into the affairs of the village or any department or division of the village and shall investigate all complaints in relation to matters concerning village services and village administration.

E. He shall have the power to appoint or discharge any village employee, subject to the approval of the mayor, exclusive of officers of the police department and exclusive of regular firemen employed on a full-time basis, and as to said excluded employees he shall make his recommendations to the police and fire commissions. Upon discharging any employee, subject to the approval of the mayor, he shall provide the mayor with a statement concerning the removal and the reasons therefor.

F. He shall perform such other duties as required of him by the mayor, consistent with the village ordinances or the statutes of the state

Relevant provisions of the Brookfield Code: *Title 2 – Administration; Article IV – Officers and Employees; Division 2 – Village Manager - Sec. 2-162 – Powers and Duties and Article IX – Finance; Division 3 – Purchasing*

Sec. 2-162. - Powers and duties.

The village manager shall be the administrative head of the government of the village and he shall be responsible for the efficient administration of all departments of the village. The powers and duties of the village manager shall be:

(1) To enforce the laws and ordinances within the village.

(2) To appoint and remove or suspend all directors of departments and the heads of divisions thereof. No appointments shall be made upon any basis other than that of merit and fitness.

(3) To exercise control of all departments of the village and divisions thereof.

(4) To attend all meetings of the board of trustees with the right to take part in the discussion, but with no right to vote.

(5) To recommend to the board of trustees for adoption such measures as he may deem necessary or expedient.

(6) To see that all terms and conditions imposed in favor of the village or its inhabitants in any contract or public utility franchise are faithfully kept and performed.

(7) ***To make or authorize to make in the ordinary course of business, all purchases of materials and supplies necessary for the village as provided for in the annual appropriation ordinance; provided that, on all purchases of more than $20,000.00, he shall first solicit bids, except in an emergency, and in all cases he shall comply with the statutory provisions as to the solicitation of bids.***

(8) To have and exercise the power, authority and duties of any director of a department or division thereof prescribed by this Code or any amendment thereof, during the time when the office of any such director shall be vacant or no person shall have been appointed thereto.

(9) To act as agent for the local liquor control commissioner in all matters pertaining to the administration of the licensing and control of the sale of alcoholic liquors within the village and the administration of the statutes of the state and the provisions of this Code and other ordinances of the village pertaining thereto.

(10) To issue all licenses and permits not otherwise provided for by state law.

(11) To appoint administrative assistants.

(12) To fix the compensation of all appointive officers and employees not otherwise provided for.

(13) To prescribe rules and regulations for the conduct of the various departments of the village and divisions thereunder.

(14) To authorize, by permit, the temporary closure of any street, sidewalk, alley or other public way or public place within the village for the conduct of any exhibition, block party, carnival, festival or other special event of limited duration.

(15) To issue all lawful licenses and permits not otherwise provided for by state law or by this Code.

(16) To perform such other duties as may be prescribed by state law or by this Code or any other ordinance or resolution of the board of trustees.

DIVISION 3. - PURCHASING

Sec. 2-1007. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Contractual services means and includes all telephone, gas, water, electric light and power service; towel and cleaning service; insurance; leases for all grounds, buildings, office or other space required by the village and the rental, repair or maintenance of equipment, machinery and other village-owned personal property. The terms shall not include professional and other contractual services which are in their nature unique and not subject to competition.

Purchasing agent means the village manager.

Supplies means and includes all supplies, materials and equipment.

Village includes any department, agency, commission, board or other unit in the village government using supplies or procuring contractual services as provided for in this division.

Sec. 2-1008. - Establishment of purchasing department.

The village has established in the administrative service of the village the purchasing department and the village purchasing agent who shall be the director of finance who shall report to the village manager or his designee.

Sec. 2-1009. - Duties of purchasing agent.

The village purchasing agent shall perform all duties required of a department head by law and shall have the powers and duties prescribed by this division and the purchasing manual. The purchasing agent shall have the powers and duties set forth in this division and as assigned from time to time by the village board.

Sec. 2-1010. - Purchasing regulations generally.

(a) The purchasing agent shall purchase or contract for all supplies and contractual services needed by any department, board or commission which derives its support wholly or in part from the village, in accordance with the purchasing procedures as prescribed by this division and the rules and regulations set forth in the purchasing manual and such other rules and regulations as shall be prescribed by the village board.

(b) The village purchasing agent shall discourage uniform bidding and endeavor to obtain as full and open competition as possible on all purchases and sales.

(c) The purchasing agent and every officer and employee of the village are expressly prohibited from accepting, directly or indirectly, from any person, company, firm or corporation to which any purchase order or contract is, or might be awarded, any rebate, gift, money, or anything of value whatsoever.

(d) Except as herein provided, it shall be unlawful for any village officer to order the purchase of any supplies or make any contract within the purview of this division other than through the village purchasing agent, and any purchase ordered or contract made contrary to the provisions hereof shall not be approved by the village manager and the village board, and the village board shall not be bound thereby.

Sec. 2-1011. - Competitive bidding required.

(a) All purchases of, and contracts for supplies and contractual services, and all sales of personal property which have become obsolete and unusable shall, except as specifically provided herein or in the purchasing manual, be based wherever possible on competitive bids. Contracts shall be awarded to the lowest responsible bidder. In determining the lowest responsible bidder, in addition to price, the agent shall consider the following:

(1) The ability, capacity and skill of the bidder to perform the contract or provide the service required.

(2) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

(3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.

(4) The quality of performance of previous contracts or services.

(5) The previous and existing compliance by the bidder with laws and ordinances relative to the contract or service.

(6) The sufficiency of the financial resources and the ability of the bidder to perform the contract or provide the services.

(7) The quality, availability and adaptability of the supplies, of contractual services to the particular use required.

(8) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

(9) The number and scope of conditions attached to the bid.

(b) When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the order elsewhere shall be prepared by the purchasing agent and filed with other papers relating to the transaction.

Sec. 2-1012. - Formal contract procedure; sale of property.

All supplies and contractual services, except as otherwise herein provided, when the estimated cost thereof shall exceed $20,000.00 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting proposals. *All sales of personal property which has become obsolete and unusable shall be sold in accordance with 65 ILCS 5/11-76-4.*

Sec. 2-1013. - Open market procedure.

(a) All purchases of supplies and contractual services, and all sales of personal property which has become obsolete and unusable, of less than the estimated value of $20,000.00 shall be made in the open market, without newspaper advertisement and without the necessity of observing the procedure prescribed for the award of formal contracts.

(b) All open market purchases shall, whenever possible, be based on at least three competitive bids, and shall be awarded to the lowest responsible bidder.

(c) The purchasing agent shall solicit bids by either a direct mail request to the prospective vendors, or by telephone or by public notice posted on the bulletin boards in the village hall. The procedure to be followed by the purchasing agent in making purchases under this section shall be as set forth in the procedure manual heretofore adopted by the village board.

Sec. 2-1014. - Cooperative purchasing.

The purchasing agent shall have the authority to join with other units of government in cooperative purchasing plans when the best interests of the village would be served thereby.

Sec. 2-1015. - Failure of vendors to deliver materials, or comply with contract.

Any vendor who fails to live up to the terms of his contract for the delivery of materials, supplies, or equipment may be declared an irresponsible vendor by the village manager for a period of one year thereafter and shall not be awarded any further orders for furnishing such supplies, materials or equipment to any department of the village, unless the village board shall by three-fourths vote remove such disqualification.

Sec. 2-1016. - Emergency purchases.

In the case of the occurrence of any breakage or loss of equipment, or in the circumstances which would not reasonably be anticipated, whereby any necessary regular service to the village is or is about to be interrupted, or whereby the village will suffer any great or continuing loss, the village manager, upon the request of the purchasing agent or the department head, may negotiate an emergency purchase to restore or maintain such service or to terminate such loss, without advertising for bids and in such amount as may be necessary

under the circumstances. In case of such emergency, purchases involving amounts of more than $20,000.00, the village manager shall, at the next regular meeting of the village board thereafter, render a full report on the circumstances surrounding the purchase.

Sec. 2-1017. - Adoption of rules, regulations and procedures.

The purchasing agent shall adopt, promulgate, and from time to time amend rules, regulations and procedures not inconsistent with the law to implement this article. These rules, regulations and procedures shall become effective upon approval by the village manager and the village board.

Sec. 2-1018. - Prevailing wages for contracts for public improvements.

(a) To the extent and as required by the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., the general prevailing rate of wages in the locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the county area as determined by the state department of labor. As required by said Act, any and all revisions of the prevailing rate of wages by the state department of labor shall apply to any and all public works construction undertaken by the village. The definition of any terms appearing in this division which are also used in the aforesaid Act shall be the same as in said Act.

(b) Nothing herein shall be construed to apply said generally prevailing rate of wages as herein ascertained to any work or employment except public works construction of the village to the extent required by the aforesaid Act.

(c) The village clerk shall publicly post or keep available for inspection by any interested party in the main office of the village this determination or of the current revised determination of prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

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

Relevant provisions of statute: *Prevailing Wage Act (820 ILCS 130/0.01 et seq.)*

(820 ILCS 130/2) This Act applies to the wages of laborers, mechanics and other workers employed in any public works, as hereinafter defined, by any public body and to anyone under contracts for public works. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

As used in this Act, unless the context indicates otherwise:

"Public works" means all fixed works constructed or demolished by any public body, or paid for wholly or in part out of public funds. *"Public works" as defined herein includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through the State or any of its political subdivisions, including but not limited to: bonds issued under the Industrial Project Revenue Bond Act (Article 11, Division 74 of the Illinois Municipal Code), the Industrial Building Revenue Bond Act, the Illinois Finance Authority Act, the Illinois Sports Facilities Authority Act, or the Build Illinois Bond Act; loans or other funds made available pursuant to the Build Illinois Act; or funds from the Fund for Illinois' Future under Section 6z-47 of the State Finance Act, funds for school construction under Section 5 of the General Obligation Bond Act, funds authorized under Section 3 of the School Construction Bond Act, funds for school infrastructure under Section 6z-45 of the State Finance Act, and funds for transportation purposes under Section 4 of the General Obligation Bond Act. "Public works" also includes (i) all projects financed in whole or in part with funds from the Department of Commerce and Economic Opportunity under the Illinois Renewable Fuels Development Program Act for which there is no project labor agreement; (ii) all work performed pursuant to a public private agreement under the Public Private Agreements for the Illiana Expressway Act; and (iii) all projects undertaken under a public-private agreement under the Public-Private Partnerships for Transportation Act. "Public works" also includes all projects at leased facility property used for airport purposes under Section 35 of the Local Government Facility Lease Act. "Public works" also includes the construction of a new wind power facility by a business designated as a High Impact Business under Section 5.5(a)(3)(E) of the Illinois Enterprise Zone Act. "Public works" does not include work done directly by any public utility company, whether or not done under public supervision or direction, or paid for wholly or in part out of public funds.*

"Public works" does not include projects undertaken by the owner at an owner-occupied single-family residence or at an owner-occupied unit of a multi-family residence.

"Construction" means all work on public works involving laborers, workers or mechanics. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

"Public body" means *the State or any officer, board or commission of the State or any political subdivision or department thereof, or any institution supported in whole or in part by public funds,* ***and includes every*** *county, city, town, village,* ***township****, school district, irrigation, utility, reclamation improvement or other district and every other political subdivision, district or municipality of the state whether such political subdivision, municipality or district operates under a special charter or not.*

820 ILCS 130/3) Not less than the general prevailing rate of hourly wages for work of a similar character on public works in the locality in which the work is performed, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work, shall be paid to all laborers, workers and mechanics employed by or on behalf of any public body

engaged in the construction of public works. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented. Only such laborers, workers and mechanics as are directly employed by contractors or subcontractors in actual construction work on the site of the building or construction job, and laborers, workers and mechanics engaged in the transportation of materials and equipment to or from the site, but not including the transportation by the sellers and suppliers or the manufacture or processing of materials or equipment, in the execution of any contract or contracts for public works with any public body shall be deemed to be employed upon public works. The wage for a tradesman performing maintenance is equivalent to that of a tradesman engaged in construction.

(820 ILCS 130/4)
(a) The public body awarding any contract for public work or otherwise undertaking any public works, shall ascertain the general prevailing rate of hourly wages in the locality in which the work is to be performed, for each craft or type of worker or mechanic needed to execute the contract, and where the public body performs the work without letting a contract therefor, shall ascertain the prevailing rate of wages on a per hour basis in the locality, and such public body shall specify in the resolution or ordinance and in the call for bids for the contract, that the general prevailing rate of wages in the locality for each craft or type of worker or mechanic needed to execute the contract or perform such work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the public body or by the Department of Labor shall be paid for each craft or type of worker needed to execute the contract or to perform such work, and it shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him, and where the public body performs the work, upon the public body, to pay not less than the specified rates to all laborers, workers and mechanics employed by them in the execution of the contract or such work; provided, however, that if the public body desires that the Department of Labor ascertain the prevailing rate of wages, it shall notify the Department of Labor to ascertain the general prevailing rate of hourly wages for work under contract, or for work performed by a public body without letting a contract as required in the locality in which the work is to be performed, for each craft or type of worker or mechanic needed to execute the contract or project or work to be performed. ***The public body awarding the contract shall cause to be inserted in the project specifications and the contract a stipulation to the effect that not less than the prevailing rate of wages as found by the public body or Department of Labor or determined by the court on review shall be paid to all laborers, workers and mechanics performing work under the contract.***

(b) ***It shall also be mandatory upon the contractor to whom the contract is awarded to insert into each subcontract and into the project specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract. It shall also be mandatory upon each subcontractor to cause to be inserted into each lower tiered subcontract and into the project specifications for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers,***

workers, and mechanics performing work under the contract. *A contractor or subcontractor who fails to comply with this subsection (b) is in violation of this Act.*

(c) It shall also require in all such contractor's bonds that the contractor include such provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract. All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract.

(d) If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the contractor and each subcontractor, of the revised rate.

(f) It shall be mandatory upon the contractor or construction manager to whom a contract for public works is awarded to post, at a location on the project site of the public works that is easily accessible to the workers engaged on the project, the prevailing wage rates for each craft or type of worker or mechanic needed to execute the contract or project or work to be performed. A failure to post a prevailing wage rate as required by this Section is a violation of this Act.

(820 ILCS 130/5) Certified payroll.
(a) While participating on public works, ***the contractor and each subcontractor shall:***
(1) make and keep, for a period of not less than 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 pay period, the number of hours worked each day, and the starting and ending times of work each day; and
(2) ***submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project.*** *The certified payroll shall consist of a complete copy of the records identified in paragraph (1) of this subsection (a), but may exclude the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor is not prohibited from relying on the certification of a lower tier subcontractor, provided the general contractor does not knowingly rely upon a subcontractor's false certification. Any contractor or subcontractor subject to this Act who fails to submit a certified payroll or knowingly files a false certified payroll is in violation of this Act and guilty of a Class B misdemeanor. The public body in charge of the project shall keep the records submitted in accordance with this paragraph (2) of subsection (a) for a period of not less than 3 years. The records submitted in accordance with this paragraph (2) of subsection (a) shall be considered public records, except an employee's address, telephone number, and social security number, and made available in*

accordance with the Freedom of Information Act. The public body shall accept any reasonable submissions by the contractor that meet the requirements of this Section.

(b) Upon 7 business days' notice, the contractor and each subcontractor shall make available for inspection the records identified in paragraph (1) of subsection (a) of this Section to the public body in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents. Upon 7 business days' notice, the contractor and each subcontractor shall make such records available at all reasonable hours at a location within this State.

(820 ILCS 130/6) Any officer, agent or representative of any public body who willfully violates, or omits to comply with, any of the provisions of this Act, and any contractor or subcontractor, or agent or representative thereof, doing public work as aforesaid, who neglects to keep, or cause to be kept, an accurate record of the names, occupation and actual wages paid to each laborer, worker and mechanic employed by him, in connection with the public work or who refuses to allow access to same at any reasonable hour to any person authorized to inspect same under this Act, is guilty of a Class A misdemeanor.

(820 ILCS 130/11) ***No public works project shall be instituted unless the provisions of this Act have been complied with.*** *The provisions of this Act shall not be applicable to Federal construction projects which require a prevailing wage determination by the United States Secretary of Labor. The Illinois Department of Labor represented by the Attorney General is empowered to sue for injunctive relief against the awarding of any contract or the continuation of work under any contract for public works at a time when the prevailing wage prerequisites have not been met.* ***Any contract for public works awarded at a time when the prevailing wage prerequisites had not been met shall be void as against public policy and the contractor is prohibited from recovering any damages for the voiding of the contract or pursuant to the terms of the contract.*** *The contractor is limited to a claim for amounts actually paid for labor and materials supplied to the public body. Where objections to a determination of the prevailing rate of wages or a court action relative thereto is pending, the public body shall not continue work on the project unless sufficient funds are available to pay increased wages if such are finally determined or unless the Department of Labor certifies such determination of the prevailing rate of wages as correct.*

6. Riverside, North Riverside and Brookfield are non-home rule municipalities. When architectural, engineering or land surveying services are expected to exceed $25,000, the Local Government Professional Services Selection Act (50 ILCS 510/0.01) requires non-home rule municipalities to employ a selection process unless the municipality has a satisfactory relationship for services with the architect, engineer or land surveyor. The Agreement does not detail whether any architectural, engineering or land surveying services are expected to be used to implement the communications system, but if it is reasonably foreseeable that the services would be used, then Brookfield proposes that a paragraph requiring compliance with the Local Government Professional Services Selection Act be included in the Cost Sharing Agreement.

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 the village on the village's website or a newspaper of general circulation throughout the village; (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 the village determines in writing as applicable; (3) ranking of three firms that the village 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.

Relevant provisions of statute: *Local Government Professional Services Selection Act (50 ILCS 510/)*

Sec. 0.01. Short title. This Act may be cited as the Local Government Professional Services Selection Act.

Sec. 1. Policy. It shall be the policy of the political subdivisions of the State of Illinois to negotiate and enter into contracts for architectural, engineering and land surveying services on the basis of demonstrated competence and qualifications for the type of services required and at fair and reasonable compensation.

Sec. 2. Federal Requirements. In the procurement of architectural, engineering and land surveying services and in the awarding of contracts, a political subdivision of the State of Illinois may comply with federal law and regulations and take all necessary steps to adapt its rules, specifications, policies and procedures accordingly to remain eligible for federal aid.

Sec. 3. Definitions. As used in this Act unless the context specifically requires otherwise:

(1) "Firm" means any individual, firm, partnership, corporation, association or other legal entity permitted by law to practice the profession of architecture, engineering or land surveying and provide architectural, engineering or land surveying services.

(2) "Architectural services" means any professional service as defined in Section 5 of the Illinois Architecture Practice Act of 1989.

(3) "Engineering services" means any professional service as defined in Section 4 of the Professional Engineering Practice Act of 1989 or Section 5 of the Structural Engineering Practice Act of 1989.

(4) "Land surveying services" means any professional service as defined in Section 5 of the Illinois Professional Land Surveyor Act of 1989.

(5) "Political subdivision" means any school district and any unit of local government of fewer than 3,000,000 inhabitants, except home rule units.

(6) "Project" means any capital improvement project or any study, plan, survey or new or existing program activity of a political subdivision, including development of new or existing programs which require architectural, engineering or land surveying services.
(Source: P.A. 91-91, eff. 1-1-00.)

Sec. 4. Public notice. Present provisions of law notwithstanding, in the procurement of architectural, engineering or land surveying services, each political subdivision which utilizes architectural, engineering or land surveying services shall permit firms engaged in the lawful practice of their professions to annually file a statement of qualifications and performance data with the political subdivision. Whenever a project requiring architectural, engineering or land surveying services is proposed for a political subdivision, the political subdivision shall, unless it has a satisfactory relationship for services with one or more firms:

(1) mail or e-mail a notice requesting a statement of interest in the specific project to all firms who have a current statement of qualifications and performance data on file with the political subdivision;

(2) place an advertisement in a secular English language daily newspaper of general circulation throughout such political subdivision, requesting a statement of interest in the specific project and further requesting statements of qualifications and performance data from those firms which do not have such a statement on file with the political subdivision. Such advertisement shall state the day, hour and place the statement of interest and the statements of qualifications and performance data shall be due; or

(3) place an advertisement for professional services on the political subdivision's website requesting a statement of interest in the specific project. The professional services advertisement shall include a description of each project and state the time and place for interested firms to submit its letter of interest, statement of qualifications, and performance data, as required.

Sec. 5. Evaluation Procedure. A political subdivision shall, unless it has a satisfactory relationship for services with one or more firms, evaluate the 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 the political subdivision may determine in writing are applicable. The political subdivision may conduct discussions with and require public presentations by firms deemed to be the most qualified regarding their qualifications, approach to the project, and ability to furnish the required services. In no case shall a political subdivision, prior to selecting a firm for negotiation under Section 7, seek formal or informal submission of verbal or written estimates of costs or proposals in terms of dollars, hours required, percentage of construction cost, or any other measure of compensation.

Sec. 6. Selection procedure. On the basis of evaluations, discussions and presentations, the political subdivision shall, unless it has a satisfactory relationship for services with one or more firms, select no less than 3 firms which it determines to be the most qualified to provide services for the project and rank them in order of qualifications to provide services regarding the specific project. The political subdivision shall then contact the firm ranked most preferred and attempt to negotiate a contract at a fair and reasonable compensation, taking into account the estimated value, scope, complexity, and professional nature of the services to be rendered. If fewer than 3 firms submit letters of interest and the political subdivision determines that one

or both of those firms are so qualified, the political subdivision may proceed to negotiate a contract pursuant to this Section and Section 7.

Sec. 7. Contract negotiation. (1) The political subdivision shall prepare a written description of the scope of the proposed services to be used as a basis for negotiations and shall negotiate a contract with the highest qualified firm at compensation that the political subdivision determines in writing to be fair and reasonable. In making this decision the political subdivision shall take into account the estimated value, scope, complexity and professional nature of the services to be rendered.

(2) If the political subdivision is unable to negotiate a satisfactory contract with the firm which is most preferred, negotiations with that firm shall be terminated. The political subdivision shall then begin negotiations with the firm which is next preferred. If the political subdivision is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be terminated. The political subdivision shall then begin negotiations with the firm which is next preferred.

(3) If the political subdivision is unable to negotiate a satisfactory contract with any of the selected firms, the political subdivision shall re-evaluate the architectural, engineering or land surveying services requested, including the estimated value, scope, complexity and fee requirements. The political subdivision shall then compile a second list of not less than three qualified firms and proceed in accordance with the provisions of this Act.

Sec. 8. Waiver of competition. A political subdivision may waive the requirements of Sections 4, 5, and 6 if it determines, by resolution, that an emergency situation exists and a firm must be selected in an expeditious manner, or the cost of architectural, engineering, and land surveying services for the project is expected to be less than $25,000.

Relevant provisions of statute: *Illinois Criminal Code Sec. 33E-6. Interference with contract submission and award by public official.*

(a) Any person who is an official of or employed by any unit of State or local government who knowingly conveys, either directly or indirectly, outside of the publicly available official invitation to bid, pre-bid conference, solicitation for contracts procedure or such procedure used in any sheltered market procurement adopted pursuant to law or ordinance by that unit of government, to any person any information concerning the specifications for such contract or the identity of any particular potential subcontractors, when inclusion of such information concerning the specifications or contractors in the bid or offer would influence the likelihood of acceptance of such bid or offer, commits a Class 4 felony. It shall not constitute a violation of this subsection to convey information intended to clarify plans or specifications regarding a public contract where such disclosure of information is also made generally available to the public.

(b) Any person who is an official of or employed by any unit of State or local government who, either directly or indirectly, knowingly informs a bidder or offeror that the

bid or offer will be accepted or executed only if specified individuals are included as subcontractors commits a Class 3 felony.

(c) It shall not constitute a violation of subsection (a) of this Section where any person who is an official of or employed by any unit of State or local government follows procedures established (i) by federal, State or local minority or female owned business enterprise programs or (ii) pursuant to Section 45-57 of the Illinois Procurement Code.

(d) Any bidder or offeror who is the recipient of communications from the unit of government which he reasonably believes to be proscribed by subsections (a) or (b), and fails to inform either the Attorney General or the State's Attorney for the county in which the unit of government is located, commits a Class A misdemeanor.

(e) Any public official who knowingly awards a contract based on criteria which were not publicly disseminated via the invitation to bid, when such invitation to bid is required by law or ordinance, the pre-bid conference, or any solicitation for contracts procedure or such procedure used in any sheltered market procurement procedure adopted pursuant to statute or ordinance, commits a Class 3 felony.

(f) It shall not constitute a violation of subsection (a) for any person who is an official of or employed by any unit of State or local government to provide to any person a copy of the transcript or other summary of any pre-bid conference where such transcript or summary is also made generally available to the public.

E. Payment Schedule for Shared Costs.

1. Subsection E.1 of Section 2 of the proposed Cost Sharing Agreement does not comply with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). The Local Government Prompt Payment Act applies to the payment of invoices by municipalities in Illinois. Section 3 of the Local Government Prompt Payment Act requires the municipality to approve or disapprove a bill from a vendor or contractor for goods or services furnished the municipality within thirty days after the receipt of such bill or within thirty days after the date on which the goods or services were received, whichever is later. It further provides that written notice shall be mailed to the vendor or contractor immediately if a bill is disapproved. Section 4 of the Local Government Prompt Payment Act requires that any bill approved for payment pursuant to Section 3 shall be paid within thirty days after the date of approval. It further provides that if payment is not made within such 30-day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each month or fraction thereof after the expiration of such 30-day period, until final payment is made. Section 6 of the Local Government Prompt Payment Act permits the time limits of the act to be superseded by greater time limits but does not provide that lesser time limits may supersede the time limits of the act. Therefore, under the Local Government Prompt Payment Act, a payment provision requiring payment on the fifteenth day of the month (without a corresponding requirement regarding the issuance of the invoice in sufficient time to comply with the Local Government Prompt Payment Act) violates the Local Government Prompt Payment Act.

Relevant provisions of statute: *Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)*

Sec. 2. ***This Act shall apply to every*** *county,* ***township****, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units. It shall not apply to the State or any office, officer, department, division, bureau, board, commission, university or similar agency of the State, except as provided in Section 7.*

Sec. 3. ***The appropriate local governmental official or agency receiving goods or services must approve or disapprove a bill from a vendor or contractor for goods or services furnished the local governmental agency within 30 days after the receipt of such bill or within 30 days after the date on which the goods or services were received, whichever is later. If one or more items on a construction related bill or invoice are disapproved, but not the entire bill or invoice, then the portion that is not disapproved shall be paid. When safety or quality assurance testing of goods by the local governmental agency is necessary before the approval or disapproval of a bill and such testing cannot be completed within 30 days after receipt of the goods, approval or disapproval of the bill must be made immediately upon completion of the testing or within 60 days after receipt of the goods, whichever occurs first. Written notice shall be mailed to the vendor or contractor immediately if a bill is disapproved.***

Sec. 4. ***Any bill approved for payment pursuant to Section 3 shall be paid within 30 days after the date of approval. If payment is not made within such 30 day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each month or fraction thereof after the expiration of such 30 day period, until final payment is made.***

Sec. 5. ***If the local governmental official or agency whose approval is required for any bill fails to approve or disapprove that bill within the period provided for approval by Section 3, the penalty for late payment of that bill shall be computed from the date 60 days after the receipt of that bill or the date 60 days after the goods or services are received, whichever is later.***

Sec. 6. The time periods specified in Sections 3, 4 and 5, as they pertain to particular goods or services, are superseded by any greater time periods as agreed to by the local government agency and the particular vendor or contractor.

Sec. 7. If the funds from which the local governmental official or agency is to pay for goods or services are funds appropriated or controlled by the State, then the local governmental official or agency may certify to the State Treasurer, Comptroller and State agency responsible for administering such funds that a specified amount is anticipated to be necessary within 45 days after certification to pay for specified goods or services and that such amount is not currently available to the local governmental official or agency. The State Treasurer,

Comptroller and State agency shall than expedite distribution of funds to the local governmental unit to make such payments. The certification shall be mailed on the date of certification by certified U. S. mail, return receipt requested. Any interest penalty incurred by the local governmental unit under Section 3 or 4 because of the failure of funds to be distributed from the State to the local governmental unit within the 45 day period shall be reimbursed by the State to the local governmental unit as an amount in addition to the funds to be otherwise distributed from the State.

Sec. 9. Payments to subcontractors and material suppliers; failure to make timely payments; additional amount due. When a contractor receives any payment, the contractor shall pay each subcontractor and material supplier in proportion to the work completed by each subcontractor and material supplier their application less any retention. If the contractor receives less than the full payment due under the public construction contract, the contractor shall be obligated to disburse on a pro rata basis those funds received, with the contractor, subcontractors and material suppliers each receiving a prorated portion based on the amount of payment. All interest payments received pursuant to Section 4 also shall be disbursed to subcontractors and material suppliers to whom payment has been delayed, on a pro rata basis. When, however, the public owner does not release the full payment due under the contract because there are specific areas of work or materials the contractor is rejecting or because the contractor has otherwise determined such areas are not suitable for payment, then those specific subcontractors or suppliers involved shall not be paid for that portion of the work rejected or deemed not suitable for payment and all other subcontractors and suppliers shall be paid in full.

If the contractor, without reasonable cause, fails to make any payment to his subcontractors and material suppliers within 15 days after receipt of payment under the public construction contract, the contractor shall pay to his subcontractors and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 15-day period until fully paid. This Section shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain.

Section 3. General Provisions.

The proposed Cost Sharing Agreement does not comply with Illinois law regarding equal employment opportunity, non-segregated facilities and sexual harassment. Accordingly, Brookfield proposes that Subsections F, G and H be added to Section 3 of the proposed Cost Sharing Agreement to include the requirements mandated by Illinois law. The Illinois Department of Human Rights Rules and Regulations require the Equal Employment Opportunity clause, Prohibition of Segregated Facilities clause and Sexual Harassment Policy to be in all public contracts.

F. **Equal Employment Opportunity.**

Relevant provisions of statute: *Illinois Human Rights Act (775 ILCS 5/2-105). See also Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750.*

(775 ILCS 5/2-105) Equal Employment Opportunities; Affirmative Action. (A) Public Contracts. ***Every party to a public contract and every eligible bidder*** *shall:*

(1) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

(2) ***Comply with the procedures and requirements of the Department's regulations concerning equal employment opportunities and affirmative action;***

(3) Provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request;

(4) Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

Relevant provisions of regulations: *Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750.10 (44 Ill. Admin. Code 750.10)*

Section 750.10 Clause to be Included in All Contracts

Each contracting agency shall ensure that every contract to which it is a party shall contain the clause found in Appendix A. *(44 Ill. Admin. Code 750 Appendix A)*

Appendix A

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, 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 the contract 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 contract, the contractor agrees as follows:

1) That he or she 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 he or she 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) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she 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) That he or she will send to each labor organization or representative of workers with which he or she 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 Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

5) That he or she will submit reports as required by the Department's 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 Act and the Department's Rules and Regulations.

6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

7) That he or she 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 contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department 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.

G. **Non-segregated Facilities.**

Relevant provisions of statute: *Illinois Human Rights Act (775 ILCS 5/2-105). See also Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750.*

(775 ILCS 5/2-105) Equal Employment Opportunities; Affirmative Action. (A) Public Contracts. ***Every party to a public contract*** *and every eligible bidder shall:*

(1) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

(2) ***Comply with the procedures and requirements of the Department's regulations concerning equal employment opportunities and affirmative action;***

(3) Provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request;

(4) Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

Relevant provisions of regulations:

Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Admin. Code 750.160)

Section 750.160: Segregated Facilities
Each public contractor *and subcontractor shall provide facilities for employees at its place of business without segregation except where separate facilities for a person of the opposite sex are required.* ***Each contractor*** *and subcontractor shall further ensure, to the greatest extent possible, that employees are not assigned to work at any location where facilities are so segregated.*

H. **Sexual Harassment Policy.**

Relevant provisions of statute: *Illinois Human Rights Act (775 ILCS 5/2-105(A)(4))*

(775 ILCS 5/2-105) Equal Employment Opportunities; Affirmative Action. (A) Public Contracts. ***Every party to a public contract and every eligible bidder shall:***

(4) Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. *A copy of the policies shall be provided to the Department upon request.*

I. Record Retention. The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 *et seq.*) has been expanded to include a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2). Consequently, the Villages must maintain and make available to the other Villages their public 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.*). Therefore, Brookfield proposes to include Sections 3.I. to the proposed Cost Sharing Agreement to provide for record retention in compliance with the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*).

Relevant provisions of statute: *Illinois Freedom of Information Act (5 ILCS 140/1 et seq.)*

(5 ILCS 140/1)

Sec. 1. Pursuant to the fundamental philosophy of the American constitutional form of government, it is declared to be the public policy of the State of Illinois that all persons are entitled to full and complete information regarding the affairs of government and the official acts and policies of those who represent them as public officials and public employees consistent with the terms of this Act. Such access is necessary to enable the people to fulfill their duties of discussing public issues fully and freely, making informed political judgments and monitoring government to ensure that it is being conducted in the public interest.

The General Assembly hereby declares that it is the public policy of the State of Illinois that access by all persons to public records promotes the transparency and accountability of public bodies at all levels of government. It is a fundamental obligation of government to

operate openly and provide public records as expediently and efficiently as possible in compliance with this Act.

This Act is not intended to cause an unwarranted invasion of personal privacy, nor to allow the requests of a commercial enterprise to unduly burden public resources, or to disrupt the duly undertaken work of any public body independent of the fulfillment of any of the fore-mentioned rights of the people to access to information.

This Act is not intended to create an obligation on the part of any public body to maintain or prepare any public record which was not maintained or prepared by such public body at the time when this Act becomes effective, except as otherwise required by applicable local, State or federal law.

Restraints on access to information, to the extent permitted by this Act, are limited exceptions to the principle that the people of this State have a right to full disclosure of information relating to the decisions, policies, procedures, rules, standards, and other aspects of government activity that affect the conduct of government and the lives of any or all of the people. The provisions of this Act shall be construed in accordance with this principle. This Act shall be construed to require disclosure of requested information as expediently and efficiently as possible and adherence to the deadlines established in this Act.

The General Assembly recognizes that this Act imposes fiscal obligations on public bodies to provide adequate staff and equipment to comply with its requirements. ***The General Assembly declares that providing records in compliance with the requirements of this Act is a primary duty of public bodies to the people of this State, and this Act should be construed to this end, fiscal obligations notwithstanding.***

The General Assembly further recognizes that technology may advance at a rate that outpaces its ability to address those advances legislatively. To the extent that this Act may not expressly apply to those technological advances, this Act should nonetheless be interpreted to further the declared policy of this Act that public records shall be made available upon request except when denial of access furthers the public policy underlying a specific exemption.

This Act shall be the exclusive State statute on freedom of information, except to the extent that other State statutes might create additional restrictions on disclosure of information or other laws in Illinois might create additional obligations for disclosure of information to the public.

(5 ILCS 140/7)

Sec. 7. Exemptions.

(2) ***A public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body, and that directly relates to the governmental function and is not otherwise***

exempt under this Act, shall be considered a public record of the public body, for purposes of this Act.

Relevant provisions of statute: *Illinois Local Records Act (50 ILCS 205/1 et seq.)*

(50 ILCS 205/4) Sec. 4. ***All public records made or received by, or under the authority of, or coming into the custody, control or possession of any officer or agency shall not be mutilated, destroyed, transferred, removed or otherwise damaged or disposed of, in whole or in part, except as provided by law.***

Court records filed with the clerks of the Circuit Court shall be destroyed in accordance with the Supreme Court's General Administrative Order on Recordkeeping in the Circuit Courts. The clerks of the Circuit Courts shall notify the Supreme Court, in writing, specifying case records or other documents which they intend to destroy. The Supreme Court shall review the schedule of items to be destroyed and notify the appropriate Local Records Commission of the Court's intent to destroy such records. The Local Records Commission, within 90 days after receipt of the Supreme Court's notice, may undertake to photograph, microphotograph, or digitize electronically any or all such records and documents, or, in the alternative, may transport such original records to the State Archives or other storage location under its supervision.

The Archivist may accept for deposit in the State Archives or regional depositories official papers, drawings, maps, writings and records of every description of counties, municipal corporations, political subdivisions and courts of this State, when such materials are deemed by the Archivist to have sufficient historical or other value to warrant their continued preservation by the State of Illinois.

The officer or clerk depositing such records may, upon request, obtain from the Archivist, without charge, a certified copy or reproduction of any specific record, paper or document when such record, paper or document is required for public use.

(50 ILCS 205/7)
Sec. 7. Disposition rules. ***Except as otherwise provided by law, no public record shall be disposed of by any officer or agency unless the written approval of the appropriate Local Records Commission is first obtained.***

The Commission shall issue regulations which shall be binding on all such officers. Such regulations shall establish procedures for compiling and submitting to the Commission lists and schedules of public records proposed for disposal; procedures for the physical destruction or other disposition of such public records; and standards for the reproduction of such public records by photography, microphotographic processes, or digitized electronic format. Such standards shall relate to the quality of the film to be used, preparation of the public records for filming or electronic conversion, proper identification matter on such records so that an individual document or series of documents can be located on the film or digitized electronic

> *form with reasonable facility, and that the copies contain all significant record detail, to the end that the copies will be adequate. Any public record may be reproduced in a microfilm or digitized electronic format. The agency may dispose of the original of any reproduced record providing: (i) the reproduction process forms a durable medium that accurately and legibly reproduces the original record in all details, that does not permit additions, deletions, or changes to the original document images, and, if electronic, that are retained in a trustworthy manner so that the records, and the information contained in the records, are accessible and usable for subsequent reference at all times while the information must be retained, (ii) the reproduction is retained for the prescribed retention period, and (iii) the Commission is notified when the original record is disposed of and also when the reproduced record is disposed of.*
>
> *Such regulations shall also provide that the State archivist may retain any records which the Commission has authorized to be destroyed, where they have a historical value, and that the State archivist may deposit them in the State Archives, State Historical Library, or a university library, or with a historical society, museum, or library.*

Additionally, see Public Access Opinion 13-012 (a binding opinion) and 2011 Public Access Counselor Opinion 12295 (a non-binding opinion). In both opinions, the Illinois Attorney General determined that the records in the possession of the entities contracting with units of government were subject to disclosure under Sections 2.5 and 7(2) of the *Freedom of Information Act* (5 ILCS 140/2.5 and 5 ILCS 140/7(2)) because the entities were hired using public funds.

Signature Blocks

Brookfield is not aware of any legal requirement for the village managers/administrators signatures to be notarized in order to bind the villages. Therefore, Brookfield proposes to delete the notarization of the village managers/administrators signatures.

INTERGOVERNMENTAL AGREEMENT

SIXTH PREAMBLE CLAUSE

Delete the phrase "and DuPage" and change "Counties" to "County."

ARTICLE I WEST CENTRAL CONSOLIDATED COMMUNICATIONS CENTER ESTABLISHED

1.1 WC3 Creation.

Delete the phrase "Illinois Open Meetings Act (5 ILCS 120/1 et seq.) ("OMA")" and substitute "OMA."

1.5 Legal Status.

Change "Section 2.02 of the Act (50 ILCS 750/2.02)" to Section 2 of the Act (50 ILCS 750/2).

1.7. Definitions.

Add the definition of OMA.

ARTICLE II BOARD OF DIRECTORS

2.1. Chair, Vice-Chair and Secretary.

Revise the first two paragraphs of Section 2.1 to read:

> Based on the rotation provided for below, the Board shall, at its initial meeting and thereafter at ~~its~~ every other annual meeting, appoint one of its members to serve as the Chair, whose term shall run until a successor is appointed at the next annual meeting. At its initial meeting, and thereafter at ~~its~~ every other annual meeting, the Board shall also appoint one of its members to serve as the Vice-Chair. The Chair shall preside over all meetings of the Board and shall have such powers as are conferred upon him/her by the Board and this Agreement. In the absence of the Chair or in the event of the Chair's refusal or inability to act, the Vice-Chair shall perform the duties of the Chair and, when so acting, shall have all the powers of and be subject to all the restrictions placed upon the Chair. In the absence of the Chair and the Vice-Chair from a meeting, the Board shall appoint a Chair pro-tem to undertake the duties of the Chair for that particular meeting.
>
> The Village Managers (or Chief Administrative Officers), or their designees, shall serve as Chair on a rotating, ~~annual~~ biennial basis, in the following order:

1st Chair appointment (first year)	North Riverside
2nd Chair appointment (third year)	Brookfield
3rd Chair appointment (fifth year)	Riverside
4th Chair appointment (seventh year)	North Riverside (or a new Participating Agency)

E. Delete the phrase "Illinois Open Meetings Act (5 ILCS 120/1 et seq.) ("OMA")" and substitute "OMA."

2.2. Meetings of the Board of Directors.

Revise Subsection A of Section 2.2 to read:

> The Board shall establish dates, times and a location for regular meetings in compliance with the OMA, one of which shall be designated as the annual meeting, at which time the Chair and Vice-Chair shall be appointed as provided for under Section 2.1. Other business may also be

considered at the annual meeting. The Board shall meet at least ~~once~~ twice each year, or more frequently as deemed necessary by the Board. Special meetings of the Board may be called by the Chair, the Executive Director or any two directors.

B. Revise Subsection B of Section 2.2 to read:

B. All meetings of the Board shall, except to the extent that this Agreement imposes more strict requirements, be held and noticed in accordance with the OMA. The Secretary, or his/her designee, shall cause notice of all meetings, including an agenda, to be posted at the North Riverside Police Department, 2359 South Desplaines Avenue, North Riverside, Illinois 60546 and at the actual location of the meeting (if different than the WC3's Principal Office). Special meetings of the Board may be called by the Chair or two-thirds (2/3rds) of a quorum of the members, provided that at least forty-eight (48) hours prior written notice of the special meeting specifying the time, date and location of the meeting shall be given to each Board member and an agenda specifying the subject of such special meeting shall accompany such notice. In the event of a bona fide emergency, notice shall be given as soon as practicable in a manner that is reasonably calculated to provide actual notice under the circumstances.

C. Revise Subsection C of Section 2.2 to read:

The OMA and ~~To~~ to the extent not contrary to this Agreement, Robert's Rules of Order shall govern the conduct of all meetings of the Board, until the Board establishes its own rules of proceeding.

ARTICLE III POWERS OF THE BOARD OF DIRECTORS

3.0. Powers.

A (5) The Intergovernmental Agreement proposes to authorize the Board of Directors to contract for goods and services. The municipal codes of Riverside, North Riverside and Brookfield contain required procedures for the purchasing of goods and services. *See the purchasing ordinances set forth above in Cost Sharing Agreement Section 2.C.5.*

ARTICLE V FINANCES

5.2 Start-Up Operating Budget.

Brookfield approves the Alternate Text for recommendation to Brookfield's board of trustees.

5.8. Establishment of Fees, Annual Service Fees and Cost-Sharing.

Subsections D and F of Section 5.8 of the proposed Agreement do not comply with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

The Local Government Prompt Payment Act applies to the payment of invoices by municipalities in Illinois. Section 3 of the Local Government Prompt Payment Act requires the municipality to approve or disapprove a bill from a vendor or contractor for goods or services furnished the municipality within thirty days after the receipt of such bill or within thirty days after the date on which the goods or services were received, whichever is later. It further provides that written notice shall be mailed to the vendor or contractor immediately if a bill is disapproved. Section 4 of the Local Government Prompt Payment Act requires that any bill approved for payment pursuant to Section 3 shall be paid within thirty days after the date of approval. It further provides that if payment is not made within such 30-day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each month or fraction thereof after the expiration of such 30-day period, until final payment is made. Section 6 of the Local Government Prompt Payment Act permits the time limits of the act to be superseded by greater time limits but does not provide that lesser time limits may supersede the time limits of the act. Therefore, under the Local Government Prompt Payment Act, a payment provision requiring payment on the tenth day of the month (without a corresponding requirement regarding the issuance of the invoice in sufficient time to comply with the Local Government Prompt Payment Act) and a payment provision requiring payment within thirty days of the date of the invoice violates the Local Government Prompt Payment Act. *See the comments and statutes set forth above in Cost Sharing Agreement Section 2.E.1.*

D. Revise Subsection D of Section 5.8 to read:

Payment Due Date; Billing. Each Participating Agency shall annually appropriate sums sufficient to pay the Participating Agency's respective Annual Service Fees. The payment of Annual Service Fees shall be paid to the WC3 on a periodic basis (monthly, quarterly, bi-annually or annually) as determined by the Board of Directors upon recommendation of the Executive Director in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1)~~by the tenth (10th) calendar day of the month~~, following receipt of an invoice from the WC3. Payment terms for the Annual Service Fees of each Non-Member, and any other fees and costs, shall be determined by the Board of Directors in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1). The Executive Director will be responsible for issuing billing statements to all members and Non-Members in advance of the payment due dates. In the event the number of Participating Agencies changes, or in the event WC3 provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the methodology used to calculate each Participating Agency's percentage share of WC3's Annual Operating Costs and Annual Capital Costs shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by a unanimous vote.

F. Revise the Subsection F of Section 5.8 to read:

Delinquent Account; Payment. ~~Any~~ Each Participating Agency ~~or~~ and Non-Member ~~whose~~ shall pay its allocated fees or other charges ~~have not been paid within thirty (30) calendar days after the issuance of a billing statement~~and shall be assessed interest on ~~the~~ any delinquent

payment(s) in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

ARTICLE VI OPERATING BOARD AND JETSB

6.3 Meetings of the Operating Board.

Revise Subsection A of Section 6.3 to read:

The Operating Board shall establish dates, times and a location for regular meetings in compliance with the OMA. Other business may also be considered at the annual meeting. The Operating Board shall meet on a monthly basis or shall meet as often as deemed necessary.

Revise Subsection C of Section 6.3 to read:

The OMA and ~~To~~ to the extent not contrary to this Agreement, Robert's Rules of Order shall govern the conduct of all meetings of the Board, until the Board establishes its own rules of proceeding.

ARTICLE VIII PERSONNEL MATTERS

8.0 WC3 Personnel.

Brookfield approves the Alternate Text for recommendation to Brookfield's board of trustees.

8.7 Equal Employment Opportunity.
8.8 Non-segregated Facilities.
8.9 Sexual Harassment Policy.

The proposed Intergovernmental Agreement does not comply with Illinois law regarding equal employment opportunity, non-segregated facilities and sexual harassment. Accordingly, Brookfield proposes that Sections 8.7, 8.8 and 8.9 be added to Article VIII of the proposed Intergovernmental Agreement to include the requirements mandated by Illinois law. The Illinois Department of Human Rights Rules and Regulations require the Equal Employment Opportunity clause, Prohibition of Segregated Facilities clause and Sexual Harassment Policy to be in all public contracts. *See the comments and statutes set forth above in Cost Sharing Agreement Sections 3.F, G and H.*

ARTICLE IX INSURANCE

9.0. Required Insurance Coverage.

Brookfield approves the Alternate Text and Additional Text for recommendation to Brookfield's board of trustees.

ARTICLE XVII MISCELLANEOUS

Brookfield proposes to include Section 6.9 to the proposed Intergovernmental Agreement to provide for record retention in compliance with the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*). *See the comments and statutes set forth above in Cost Sharing Agreement Section 3.I.*

6.9 Record Retention.

The WC3 and the Participating Agencies shall maintain their respective records relating to the operations of the WC3 and the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.)* and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the WC3 shall be available for review by any other Participating Agencies. The WC3 and the Participating Agencies shall cooperate with each other (a) with any request for public records made pursuant to the Freedom of Information Act, (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the WC3 and the Participating Agencies to timely comply with the time limits imposed by the Freedom of Information Act. Failure by the WC3 or a Participating Agency to maintain the books, records and supporting documents required by this section or the failure by the WC3 or a Participating Agency to provide full access to and copying of all relevant books and records within a time period which allows the WC3 or the Participating Agency served with a Freedom of Information Act request to timely comply with the time limits imposed by the Freedom of Information Act shall establish a presumption in favor of the WC3 or the Participating Agency served with the Freedom of Information Act request for the recovery of any penalties or attorney's fees imposed by the Freedom of Information Act awarded to the requester. The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

Additionally, there appear to be several references to articles or section numbers that should be revised.

Very truly yours,

Richard J. Ramello

cc: Mr. Keith R. Sbiral, Village Manager,
Village of Brookfield @ ksbiral@brookfieldil.gov

INTERGOVERNMENTAL AGREEMENT ENTERED INTO

BY THE VILLAGES OF RIVERSIDE, NORTH RIVERSIDE AND BROOKFIELD

TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS

THE "WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3")"

FOR THE OPERATION AND MAINTENANCE OF

A COMBINED DISPATCH AND COMMUNICATION SYSTEM

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into on the Effective Date hereinafter set forth, by the Village of Riverside, an Illinois municipal corporation ("Riverside"), the Village of North Riverside, an Illinois municipal corporation ("North Riverside"), and the Village of Brookfield, an Illinois municipal corporation ("Brookfield"), (collectively referred to as the "Participating Agencies" or "Parties"), to provide for the establishment of an intergovernmental cooperative venture known as the "West Central Consolidated Communications ("WC3")" (also referred to as "WC3") for the operation and maintenance of a centralized, combined emergency services dispatch and communication system that includes 9-1-1 services and wireless E-9-1-1 services (the "System") pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code, § 725.200(i)).

RECITALS

WHEREAS, the Participating Agencies have determined that there exists a need for a centralized, combined emergency services dispatch and communication system, which will provide for more efficient dispatch and communication capabilities within and among the Participating Agencies and which will otherwise provide for the health, safety and welfare of the residents of the Participating Agencies. In addition, the Participating Agencies have determined that joint action in establishing and operating the System is the most efficient and effective means to meet that need and is in the best interests of each of the Participating Agencies and their residents; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and Section 220/1 *et seq.* of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorize two or more units of local government to contract to share services and to exercise, combine or transfer any power or function common to them; and

WHEREAS, the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*) authorize the collection of certain surcharges to assist with the delivery of 9-1-1 services and wireless E-9-1-1 services (collectively referred to as "surcharges" or "surcharge funds"); and

WHEREAS, the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), as amended by Public Act 99-006 (effective July 2, 2015), requires covered units of local government to consolidate 9-1-1 services and wireless E-9-1-1 services. The new version of Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), as amended by Public Act 99-006, authorizes two or more municipalities that impose a surcharge pursuant to 50 ILCS 750/15.3 to establish by intergovernmental agreement a Joint Emergency Telephone System Board ("JETSB"), provided that the local Emergency Telephone System Boards ("ETSB") are terminated by ordinances that rescind their establishment, authority and operational functions. As part of the approval of this Agreement, the Participating Agencies agree to adopt rescinding ordinances that eliminate the establishment, authority and operational functions of their respective ETSBs, subject to each Participating Agency using any of its remaining surcharge funds to pay for budgeted items or obligations that exist in their current 2016/2017 ETSB budgets. The Parties, in their discretion, may allocate none, all or a portion of their own surcharge funds to the WC3 in accordance with the terms of this Agreement; and

WHEREAS, it is the desire of the Participating Agencies to jointly establish, maintain and operate the System for the purpose of providing communication services for law enforcement, fire, ambulance and other emergency communication systems for the mutual benefit of the members of the WC3 (the "Services"); to provide such Services on a contract basis to other public agencies; and to provide a forum for discussion, study, development and implementation of recommendations of mutual interests regarding communications, information systems, statistical matters and criminal justice, fire safety, emergency medical and telephone emergency request systems, public safety information, communication and data processing within portions of Cook and Du Page Counties, Illinois and other geographic areas as may be served by the WC3; and

WHEREAS, each of the Participating Agencies currently operates its own public safety answering point ("PSAP"). Pursuant to the mandatory consolidation regulations set forth in Section 15.4 of the Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective July 2, 2015), the Participating Agencies are required to reduce the number of operational PSAPs via consolidation. Through intergovernmental cooperation, this consolidation will allow the Participating Agencies to comply with these new regulations and offers an opportunity to deliver more efficient emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Agencies for the benefit of the health, safety and welfare of the residents of the Participating Agencies; and

WHEREAS, under this Agreement, the Participating Agencies agree to cooperate in the

preparation and filing of a PSAP consolidation plan with the Illinois Department of State Police ("IDSP") that will seek regulatory approval to operate the PSAP located at 2359 South Desplaines Avenue, North Riverside, Illinois 60546 ("WC3 PSAP"), as a consolidated dispatch center serving all of the Participating Agencies. Once IDSP approval is granted and the other PSAP operations are terminated, the funding, operations, maintenance, upgrades and staffing of the WC3 PSAP will be governed by the WC3 in accordance with the terms of this Agreement; and

WHEREAS, the respective corporate authorities of the Participating Members have authorized and directed the execution of this Agreement by adoption of ordinances that contain the same findings and authorizing content and are in substantially the same format.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, and upon the further consideration stated in the foregoing Recitals, it is agreed by the Participating Agencies as follows:

ARTICLE I
WEST CENTRAL CONSOLIDATED COMMUNICATIONS CENTER ESTABLISHED

1.0. Creation; Purpose; Termination of Local ETSBs; Funding; Legal Status; Incorporation of Recitals.

1.1. WC3 Creation. The Participating Agencies establish "West Central Consolidated Communications", an intergovernmental cooperative venture known as the "WC3", for the operation and maintenance of the System, for the purpose of providing facilities, equipment, personnel, software and hardware, data processing and all other services necessary or incidental to: (1) the provision of emergency and/or municipal dispatch and communications services to its members; and (2) the implementation of this Agreement. WC3 shall be considered a "public safety agency" as defined at Section 2.02 of the Emergency Telephone System Act (50 ILCS 750/2.02). As part of the creation of WC3, the Participating Members also establish a JETSB referred to as the "WC3 Joint Emergency Telephone System Board" (also referred to as "WC3 JETSB"). The principal office address for the WC3 and the WC3 JETSB shall be: North Riverside Police Station, 2359 South Desplaines Avenue, North Riverside, Illinois 60546. The WC3 JETSB shall hold its meetings at the principal office, or such other location(s) within the service territories of the PSAPS as determined by the Board of Directors (defined below) or the WC3 JETSB in accordance with the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) ("OMA").

1.2. Purpose. The purpose of the WC3 JETSB is to oversee the consolidation of three (3) public safety answering points (identified below) into one (1) PSAP (identified below), to administer the receipt and allocation of surcharge funds and other revenues based on a cost-sharing formula or as otherwise directed in this Agreement to assist in funding the operations, maintenance and staffing of the WC3 PSAP and the WC3 JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Members.

1.3. Termination of Local ETSBS. In accordance with Section 15.4(e) of the Act (50 ILCS 750/15.4(e))

and in order to participate in the WC3 JETSB under this Agreement, the Participating Members shall adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBS, subject to two conditions: (1) each Participating Member, in its own discretion, is allowed to use any of its remaining surcharge funds and any other revenues budgeted for ETSB purposes (collectively "ETSB funds") to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or may contribute its ETSB funds to the WC3 JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the Participating Member owes in regard to membership in the WC3 and the WC3 JETSB; and (2) the termination of the local ETSBS will be effective only upon the creation of the WC3 and the WC3 JETSB and the regulatory approval of the WC3 PSAP and WC3 JETSB by the 9-1-1 Administrator of the Illinois Department of State Police (the "State 9-1-1 Administrator") and the operation of the WC3 PSAP in place of the three (3) existing PSAPS.

1.4. Funding. Even though the WC3 JETSB will receive ETSB funds on behalf of the Participating Agencies, the WC3 JETSB will not receive adequate funding from the State of Illinois to fully fund the operations, maintenance, upgrades and staffing of WC3 PSAP. Each of the Participating Agencies agrees that it will be responsible to pay its allocated share of additional funds to fully fund the operations, maintenance, upgrades and staffing of the WC3 and the WC3 PSAP.

1.5. Legal Status. The WC3 and the WC3 JETSB shall be considered "public safety agency," as defined at Section 2.02 of the Act (50 ILCS 750/2.02).

Incorporation of Recitals. The foregoing Recitals are a material part of this Agreement and are incorporated in this Section as if they were fully set forth herein.

1.6 Effective Date.

This Agreement shall be effective only after each of the Initial Participating Agencies (defined below) has properly and legally passed, approved and published in pamphlet form a resolution, in substantially the same format and content, agreeing to be bound by the terms of this Agreement, and their respective designated officials have executed this Agreement. This Agreement shall be deemed null and void and not binding upon any Party if the Villages of Brookfield, North Riverside and Riverside have not all passed and approved an authorizing resolution necessary to approve of this Agreement by June 30, 2016. This Agreement shall be binding only on those Participating Agencies that adopt an approving resolution and execute this Agreement. As part of the approval of this Agreement, each Participating Agency shall deliver to all other Participating Agencies a certified copy of a duly enacted resolution authorizing and directing the execution of this Agreement, as well as a signed signature page of this Agreement. The "Effective Date" of this Agreement shall be the date that the last authorized signatory signs and dates this Agreement.

1.7. Definitions. The following terms shall be defined as follows:

Annual Budget means: The Budget adopted annually that provides for the annual operations,

maintenance and capital needs of WC3 to operate the System and includes the Capital Budget and the Operating Budget.

Annual Operating Costs means: Costs relating to the operations of the System and the WC3, including costs related to salaries, employment benefits, insurance, equipment, technology, overhead, outside vendors and utilities.

Annual Service Fees (also referred to as "Participation Fees") means: Annual (or periodic) fees, determined by the Board, payable by each Participating Agency to pay for the annual operations, maintenance, upgrades and capital needs of the WC3 as a condition of the Participating Agency's continued participation in the WC3 and continued receipt of the Services. The Annual Service Fees shall be based on a formula that will be established by the Board of Directors, in its sole discretion, and from time to time may be amended. The Board of Directors, in its sole discretion, may establish one level of Annual Service Fees and additional other fees charged to the Initial Participating Agencies and one or more other levels of Annual Service Fees and additional other charges payable by other members who do not participate at the same level as the Initial Participating Agencies and to Non-Members (e.g., other counties, municipalities, fire protection districts, other units of local government and/or public safety agencies) who may receive some type of Services from the WC3 pursuant to a service agreement.

Capital Budget means: The portion of the Annual Budget that provides for the annual capital needs of WC3 to acquire and maintain, upgrade, repair and replace the System or portions thereof in order to deliver Dispatch Services, including new equipment, technology (software, hardware, computers, servers, etc.) and improvements to the buildings that house the System and the WC3 dispatch operations and personnel.

Capital Equipment Fund means: The Fund that WC3 shall maintain to hold funds for the purpose of purchasing or acquiring capital equipment for use by WC3.

Capital Implementation Budget means: A budget that identifies and provides for all initial start-up costs related to the buildings, equipment and implementation of the System.

Capital Implementation Costs means: Any costs related to the start-up of the System, including any acquisition and maintenance, upgrades, repair or replacement of the System or portions thereof such as equipment, technology (software, hardware, computers, servers, etc.) and improvements to the buildings that house the System and the WC3 dispatch operations and personnel.

Capital Cost means: Any costs related to the maintenance, upgrades, repair or replacement of the System or portions thereof, such as any equipment, technology (software, hardware, computers, servers, etc.) and improvements to the buildings that house the System and the WC3 dispatch operations and personnel.

Dispatch and Communication System ("System") means: A centralized, combined emergency services dispatch and communication system.

Dispatch Services means: The transmitting or receiving of communications requesting emergency response and management services and police protection/fire protection/emergency medical and ambulance services by WC3 dispatch personnel and the communication by the dispatch personnel to available police/fire/emergency medical and ambulance personnel in order to deliver police protection/fire protection/emergency medical and ambulance services to the requestor. Dispatch Services includes communications requesting public works services that are needed to respond to emergency situations.

Emergency Telephone System Fund means: The Fund that WC3 shall maintain to receive surcharge monies collected by the Participating Agencies for use and expenditure only in accordance with applicable laws and regulations, including the Emergency System Telephone Act (50 ILCS 750/1 *et seq.*), as amended.

ETSB / Other Source Grant Fund means: The separate interest-bearing bank account(s) that the WC3 JETSB shall maintain to receive "Grant Funds" (as defined below) paid to it by the State of Illinois, or any county or federal agency or any other lawful source for the benefit of the WC3, the WC3 PSAPS or the WC3 JETSB. The Grant Funds shall be used and spent only in accordance with the grant requirements and restrictions and all applicable laws and regulations.

Grant Funds means: The funds that are awarded by any private or public entity to or for the benefit of the WC3 JETSB, any Participating Member or one of the PSAPS covered by this Agreement. The WC3 JETSB, any Participating Member or the WC3 PSAP may apply for any grant funds in furtherance of the objectives of this Agreement. "Unspecified grant funds" are those funds awarded to the WC3 or the WC3 JETSB for use by the WC3 JETSB, in its discretion, including distribution to one or more Participating Member or to one or more of the PSAPS (as defined below) covered by this Agreement. "Specified grant funds" are funds that are awarded to or for the benefit of the WC3 JETSB or a specific Participating Member or one of the PSAPS.

Local ETSB Reserves means: The monies held by each Participating Member's local ETSB in accordance with the applicable sections of the Act, the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*) for payment of eligible expenses, which, upon termination of the local ETSB, will be paid to the WC3 JETSB. There will be no allocation of the Local ETSB Reserves based on any allocation formula provided by this Agreement.

Participation Fee (or Participation Fees) means: (See also Annual Service Fee.) The annual (or periodic) fees payable by each Participating Member as a condition of membership in the WC3 and the WC3 JETSB that covers its respective portion of the anticipated operating costs and capital costs incurred or to be incurred in the establishment and operations of the WC3, the WC3 JETSB and the WC3 PSAP, and a portion of the annual, ongoing Operating Costs and Capital Costs of the WC3, the WC3 JETSB and the WC3 PSAP that each new member is obligated to contribute towards its continued membership in the WC3.

Initial Participating Agencies means: The Village of Brookfield, the Village of North Riverside and the Village of Riverside, who were the first municipalities to approve this Agreement.

Non-Refundable Capital and Operating Participation Fee means: The fee payable by each Participating Agency as a condition of membership in WC3 that covers a portion of the Capital Costs incurred in the establishment of WC3 and a portion of the ongoing Operating Costs of WC3 that the new member is obligated to contribute towards, and, if necessary, the payment of additional Capital Costs needed to update the equipment and facilities to allow for the service of the new member and not diminish the existing service level of the other Participating Agencies, as determined by the Board of Directors, in its sole discretion, based on information provided by the Executive Director (as defined in Article VII below), any WC3-retained consultant and/or WC3's auditor. For the Initial Participating Agencies, this Non-Refundable Capital and Operating Participation Fee shall consist of the initial contributions, and any supplemental contributions (See Section 5.8(B) below), by each Participating Agency to the Capital Equipment Fund, the Capital Implementation Costs and the Start-Up Operating Costs.

Participating Agency (or Participating Agencies) means: Any municipality, fire protection district or unit of local government that agrees to participate in WC3 by approving this Agreement, as amended, and has been accepted and authorized to participate in WC3 in accordance with the terms of this Agreement. This definition also includes any other provider of public safety services, which has a responsibility for the provision of life-safety services and other public safety services and which is allowed by Illinois law to contract or otherwise associate with other local government entities for such purposes. In the event that legislation changes the corporate name or composition of any Participating Agency, its successor entity shall continue to participate under this Agreement, unless its continued participation is prohibited by law or is no longer feasible or practical due to changes in its operating or budgetary authority as a result of the legislation.

Non-Member means: Any municipality, fire protection district, unit of local government, other person or private or public entity that receives certain Services from WC3 pursuant to a service agreement. A unanimous vote by the Board of Directors holding office is required to approve a service agreement to compensate the WC3 for the provision of certain Services to a Non-Member. WC3 may, but is not obligated to, provide certain fire, EMS, law enforcement communication, and other contractual services to Non-Members.

Operating Budget means: The portion of the Annual Budget that provides for the annual operating

needs and expenses of WC3 to operate and maintain the System in order to deliver Dispatch Services, including costs related to salaries, employment benefits, insurance, outside vendors and utilities.
Operating Costs means: Any costs incurred by WC3 related to operating the System and the buildings, including salaries, employment benefits, insurance, outside vendors and utilities.
Start-Up Operating Budget means: A budget that identifies and provides for all initial start-up costs related to the operations of the buildings, equipment and implementation of the System, including salaries, employment benefits, insurance, outside vendors and utilities.
Start-Up Operating Costs means: Any initial start-up costs related to the buildings, equipment and implementation of the System, including salaries, employment benefits, insurance, outside vendors and utilities.
Recapture Fee means: The fee, determined by the Board of Directors, in its sole discretion, based on information provided by the Executive Director, any WC3-retained consultant and/or WC3's auditor, shall be paid by any withdrawing or terminated Participating Agency to reimburse the other Participating Agencies for all incurred but unpaid or to be incurred debt service payments relating to WC3, incurred but unpaid or to be incurred Operating Costs, and unamortized Capital Costs incurred or paid for by WC3. These Capital Costs include, but are not limited to, any type of WC3-related improvements to the buildings or structures owned by the withdrawing or terminated Participating Agency that were used by WC3 or capital equipment incorporated into the buildings or structures that were part of WC3's System and those improvements will no longer be available to WC3 or the other Participating Agencies after the Participating Agency withdraws from or terminates its participation in WC3, or upon dissolution of WC3 or the termination of this Agreement. The purpose of the Recapture Fee is to avoid unjust enrichment of those Participating Agencies who are obligated to pay part of the debt obligations of WC3 during their time with WC3, who have received Services but not paid their fair share, and who have had their buildings and structures improved and have other capital equipment incorporated into those buildings or structures at the expense of WC3, and then, upon withdrawal from or dissolution of WC3 or termination of this Agreement, those Participating Agencies retain the value of such improvements.
Reserve Fund means: The monies retained by WC3 in an account that equals a certain percentage of the typical Annual Operating Costs held in reserve for use to meet ordinary and necessary disbursements for administrative operation expenses, maintenance and capital needs and other lawful purposes of WC3 in emergency or special circumstances. As part of its fiscal policies, the Board of Directors, in its sole discretion, shall set the percentage amount of funds retained in the Reserve Fund based on information provided by the Executive Director, any WC3-retained consultant and/or WC3's auditor.
Wireless Service Emergency Fund means: The separate interest-bearing bank account(s) that the WC3 JETSB shall maintain to receive surcharge monies paid to it by the State of Illinois, who collects such surcharge funds on behalf of the Participating Members. Surcharge monies shall be used and spent only in accordance with applicable laws and regulations, including the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*) and the Emergency System Telephone Act (50 ILCS 750/1 *et seq.*), as amended.

ARTICLE II
BOARD OF DIRECTORS

2.0. Composition.

There is established a three (3) member Board of Directors of WC3 (the "Board"), which shall consist of the three (3) Village Managers (or Chief Administrative Officers) of each Initial Participating Agency, or his/her designee. The eligible designees shall be designated for each respective Participating Agency, in writing, by each of the Village Managers or Chief Administrative Officers of the Participating Agencies. As additional Participating Agencies are approved for membership to WC3, their Village Manager (or Administrator or person holding the equivalent administrative management position) shall join the Board of Directors.

2.1. Chair, Vice-Chair and Secretary.

Based on the rotation provided for below, the Board shall, at its initial meeting and thereafter at its annual meetings on a two (2) year rotation, appoint one of its members to serve as the Chair, whose term shall run for a two (2) year period or until a successor is appointed. At its initial meeting, and thereafter at its annual meetings on a two (2) year rotation, the Board shall also appoint one of its members to serve as the Vice-Chair, whose term shall be two (2) years. The Chair shall preside over all meetings of the Board and shall have such powers as are conferred upon him/her by the Board and this Agreement. In the absence of the Chair or in the event of the Chair's refusal or inability to act, the Vice-Chair shall perform the duties of the Chair and, when so acting, shall have all the powers of and be subject to all the restrictions placed upon the Chair. In the absence of the Chair and the Vice-Chair from a meeting, the Board shall appoint a Chair pro-tem to undertake the duties of the Chair for that particular meeting.

The Village Managers (or Chief Administrative Officers), or their designees, shall serve as Chair on a rotating, annual basis, in the following order:

1st Chair appointment (first and second years*)	Riverside
2nd Chair appointment (third and fourth years)	Brookfield
3rd Chair appointment (fifth and sixth years)	North Riverside
4th Chair appointment (seventh and eighth years)	Riverside (or a new Participating Agency)

*The initial term of the Chair and the Vice-Chair shall include the first partial fiscal year of operation and then two (2) full fiscal years thereafter. If a representative(s) of a Participating Agency declines to serve as Chair or Vice-Chair, then the representative(s) of the next Participating Agency in the above rotation shall serve in that capacity for the term. If another Participating Agency joins WC3, its name shall be inserted at the end of the above rotating list, or as determined by the Board. The Village Manager (or Chief Administrative Officer), or his/her designee, of the new Participating Agency shall not be eligible to serve as Chair until each of the preceding Participating Agencies on the list has served as Chair at least one time. When the Village Manager (or Chief Administrative Officer), or his/her designee, of the last Participating Agency on the list has had an opportunity to serve as Chair, the next Chair shall be selected from the Participating Agency at the top of the list. The Secretary to the Board shall be the Executive Director, or his/her designee, and shall:

A. Take and keep the minutes of the Board meetings in a binder provided for that purpose; and

B. See that all notices are duly given in accordance with the provisions of this Agreement or as required by law; and

C. Be custodian of the records of WC3 and perform all duties incident to the position of Secretary, and such other duties as may from time to time be assigned by the Board of Directors; and

D. Serve as one of the designated Freedom of Information Officers for WC3; and

E. Perform the above duties in accordance with the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) (the "OMA").

In the absence of the Secretary or his/her designee, the Board shall appoint a Secretary pro-tem to undertake the duties of the Secretary during the Secretary's absence.

2.2. Meetings of the Board of Directors.

A. The Board shall establish dates, times and a location for regular meetings, one of which shall be designated as the annual meeting, at which time the Chair and Vice-Chair shall be appointed as provided for under Section 2.1 above. Other business may also be considered at the annual meeting. The Board shall meet at least once each year, or more frequently as deemed necessary by the Board.

B. All meetings of the Board shall, except to the extent that this Agreement imposes more strict requirements, be held in accordance with the OMA. The Secretary, or his/her designee, shall cause notice of all meetings, including an agenda, to be posted at the North Riverside Police Department, 2359 South Desplaines Avenue, North Riverside, Illinois 60546 and at the actual location of the meeting (if different than the WC3's Principal Office). Special meetings of the Board may be called by the Chair or two-thirds (2/3rds) of a quorum of the members, provided that at least forty-eight (48) hours prior written notice of the special meeting specifying the time, date and location of the meeting shall be given to each Board member and an agenda specifying the subject of such special meeting shall accompany such notice. In the event of a bona fide emergency, notice shall be given as soon as practicable in a manner that is reasonably calculated to provide actual notice under the circumstances.

C. To the extent not contrary to this Agreement, Robert's Rules of Order shall govern the conduct of all meetings of the Board, until the Board establishes its own rules of proceeding.

D. No Board member shall receive any compensation for serving as a Board member, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving on the Board.

2.3. Quorum.

A quorum for holding a meeting of the Board shall consist of a majority of the Board.

2.4. Voting Requirements.

Except as otherwise provided for in this Agreement, a unanimous vote of the Board shall be necessary for the Board to act. Each Board member shall have one vote. No oral or written proxy votes or absentee voting shall be permitted, except that an eligible member may vote on matters while in compliance with the electronic participation rules below. If any Board member fails to retain the status necessary to serve on behalf of the Participating Agency that he/she represents on the Board, then the Participating Agency shall inform the Board of this fact and designate an otherwise qualified representative to serve on the Board until a successor is duly appointed and qualified.

2.5. Electronic Participation in Meetings.

In accordance with the OMA, members of the Board and the Operating Board may attend, participate and vote at open and closed public meetings through the use of telephone conference calls or other electronic means in accordance with the rules and procedures set forth below.

2.5.1. Rules and Procedures.

A. **Definitions.** The definitions of the terms "meeting," "public body," "other means," "quorum" or any other defined term used in this Agreement, which is also found in the OMA, shall have the same definitions as contained in the OMA, as amended.

B. **OMA Compliance**. The Board and the Operating Board must comply with all of the applicable requirements of the OMA, as amended.

C. **Quorum.** The Board and the Operating Board are prohibited from establishing a quorum to conduct business at an open or closed meeting through attendance by the use of telephone conference calls or other electronic means. A quorum must be physically present at the location of an open or closed meeting. Members who wish to attend a meeting electronically must give notice before the commencement of the meeting to the Secretary, unless advance notice is impractical.

D. **Meeting Minutes.** Minutes must reflect whether a member is present physically or electronically, regardless of whether any members are attending through the use of a telephone conference call or other electronic means.

E. **Electronic Attendance and Participation.** As stated in the OMA, provided that the audio, telephone or video conference connection allows the voice of an absent member to be clearly heard by the attendees of the meeting (including the public) and the absent member can clearly hear the voices of the attendees who participate in the meeting, a member of the Board and the Operating Board may only attend, participate and vote at an open or closed meeting through the use of a telephone conference call or other electronic means if the member is prevented from physically attending because of:

(1) personal illness or disability; or
(2) employment purposes or the business of the public body; or
(3) a family emergency or other emergency.

Where a member of the Board or the Operating Board is attending the meeting by use of a telephone conference call or other electronic means, the presiding officer shall, immediately

after convening of the meeting, announce to the public which member is attending the meeting by use of a telephone conference call or other electronic means, identify the method of attendance and the reason why the absent member is participating by such means. If the presiding officer attends the meeting through the use of a telephone conference call or other electronic means, he or she shall not be required to vacate the chair and may act in his or her capacity as the presiding officer for the purposes of the meeting despite not being physically present.

The voice of the absent member participating by telephone conference call or other electronic means, after being identified by the presiding officer as belonging to the absent member, shall be simultaneously broadcast to the public present at the meeting so that his or her voice can be heard, and the member shall also be able to hear any discussions of the other members and the public comment regarding any issue discussed at the meeting before a vote is taken.

2.6. By-laws.

A set of By-laws may be prepared and approved by the Board of Directors, after recommendation from the Executive Director and the Operating Board, which will provide additional direction and detail in regard to the governance of the WC3. If adopted, the By-laws will be incorporated by reference into this Agreement, with the original and any amendments to the By-laws being placed on file with the Secretary.

ARTICLE III
POWERS OF THE BOARD OF DIRECTORS

3.0. Powers.

A. The Board shall have all powers that are necessary or incidental to the establishment and operation of joint emergency dispatch and communications center(s) serving each of the Participating Agencies, including, but not limited to:

(1) All powers conferred upon Emergency Telephone System Boards under the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), including any future amendments to said statutes and regulations;

(2) The Board shall determine and approve the general policies for WC3 and may adopt a set of By-laws for WC3, with prior consideration of recommendations from the Operating Board and the Executive Director;

(3) The Board shall approve any new members to WC3 by a unanimous vote;

(4) Receiving monies from any revenue source authorized by any federal or State law or any surcharge imposed by WC3 or any one of the Participating Agencies pursuant to applicable local, county, state or federal laws, the Emergency System Telephone Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act

(50 ILCS 753/1 *et seq.*), including any future amendments to said laws and statutes;

(5) Authorization to spend the revenue and surcharge funds in accordance with applicable local, county, state or federal laws, Section 15.4 of the Emergency System Telephone Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), including any future amendments to said laws and statutes;

(6) The purchase or lease or use of facilities for the Services to be provided under this Agreement, with prior consideration of recommendations from the Operating Board and the Executive Director;

(7) The hiring, directing, compensation, discipline and termination of an Executive Director whenever, in its judgment, the best interests of WC3 would be served thereby;

(8) Approval of the Start-Up Operating Budget and the Capital Implementation Budget, the Annual Budget, including a salary and benefits plan for all WC3 personnel, the Capital Budget, the Operating Budget, the Capital Equipment Fund and the Reserve Fund, and use of surcharge funds and wireless surcharge funds for the implementation and operation of the WC3 System by a unanimous vote of the Board, with prior consideration of recommendations from the Operating Board and the Executive Director;

(9) Reallocate budgeted amounts from one line item to another to the extent necessary to address emergencies and/or changed conditions, based on the recommendations from the Operating Board and the Executive Director;

(10) Determine and approve all the contributions due from all the Participating Agencies relative to the Start-Up Operating Budget, the Capital Implementation Budget, the Annual Budget, the non-refundable Capital and Operating Participation Fee and the Recapture Fee, and determine and approve any payments owed to any Participating Agency (if any) that withdraws from or terminates its participation in this Agreement, based on information provided by the Executive Director, any WC3-retained consultant and/or WC3's auditor and the recommendations from the Operating Board and the Executive Director;

(11) Approve increases in any Capital Budget or Operating Budget that are attached to this Agreement or have otherwise been approved by the Board, as well as any increased contributions resulting from any increase in Capital Budget or Operating Budget, by a unanimous vote of the Board, when deemed necessary to further the purposes of the System, based on information provided by the Executive Director, any WC3-retained consultant and/or WC3's auditor and the recommendations from the Operating Board and the Executive Director;

(12) Determine and approve any revisions in the data used or the methodology for calculating each Participating Agency's share of WC3's Annual Operating Costs,

and the non-refundable Capital and Operating Participation Fee, when authorized by the terms of this Agreement by a unanimous vote of the Board, based on information provided by the Executive Director, any WC3-retained consultant and/or WC3's auditor and the recommendations from the Operating Board and the Executive Director;

(13) Approve five-year projection reports of capital equipment needs and costs and Operating Costs by a unanimous vote of the Board, based on information provided by the Executive Director, any WC3-retained consultant and/or WC3's auditor and the recommendations from the Operating Board and the Executive Director;

(14) Contract with other entities, organizations or units of government, including "Non-Members" of WC3, for the use of WC3 facilities, equipment and Services and to approve appropriate rules and charges therefore, based on information provided by the Executive Director, any WC3-retained consultant and/or WC3's auditor and the recommendations from the Operating Board and the Executive Director;

(15) In its own name, make and enter into contracts, accept contributions, acquire, hold and dispose of property, real and personal, and incur debts, liabilities or obligations necessary for the accomplishment of its purposes, and sue or be sued to enforce its contracts, liabilities and the duties owed it;

(16) Contract for the purchase of insurance and employee benefits, and otherwise undertake all actions necessary or incidental to the purposes of this Agreement or the powers set forth herein which are not otherwise prohibited by this Agreement;

(17) Enter into contracts with collective bargaining units or organizations relative to the employment of dispatch personnel and other WC3 employees;

(18) The hiring of professional architects, engineers and surveyors pursuant to the Local Government Professional Services Selection Act (50 ILCS 510/.01 *et seq.*), including any future amendments to said statute, relative to matters contained in the Annual Budget; and

(19) Contracting with consultants, auditors and attorneys relative to WC3 matters as provided for in the Annual Budget.

(20) Review and declare as "surplus" and approve the disposal of such surplus personal property and real property as determined by the Board in accordance with applicable Illinois laws.

(21) Undertake all actions necessary or incidental to the purposes of this Agreement or the powers set forth in applicable State or Federal law, which are not otherwise prohibited by applicable law.

(22) Create and provide direction to committees and subcommittees, as needed.

(23) May create one or more management positions, as needed.

B. The Board shall, in all cases, exercise its powers in a manner that complies with this Agreement and all applicable laws, including compliance with all registrations and certifications required by the Illinois Commerce Commission, and, after January 1, 2016, as required by the Office of Statewide 9-1-1 Administrator of the Illinois Department of State Police, and any subsequent amendments to said laws or regulations.

3.1. Prohibited Actions.

WC3 shall not have the power of eminent domain or the power to levy taxes.

ARTICLE IV
PUBLIC SAFETY ANSWERING POINTS

4.0. Consolidation of PSAPS.

Upon approval of this Agreement, and the certification and approval by the State 9-1-1 Administrator, of the WC3 JETSB and the PSAP consolidation plan prepared by the Participating Members, the operation of the following PSAPS shall be terminated under the terms of the consolidation plan:

1. Brookfield PSAP
2. Riverside PSAP

The following PSAP will continue to be operated, maintained and staffed by the WC3 and will receive surcharge funds and other funding in accordance with this Agreement:

1. North Riverside PSAP (the "WC3 PSAP")

The following PSAP shall serve as the "WC3 Back-Up PSAP":

1. Berwyn PSAP located at 6401 West 31st Street, Berwyn, Illinois 60402

The WC3 PSAP and the WC3 Back-Up PSAP are collectively referred to in this Agreement as the "WC3 PSAPS".

Upon formation, the WC3 will enter into an intergovernmental agreement with the City of Berwyn in regard to the Berwyn PSAP and the WC3 PSAP serving as backup PSAPs for the other. In the event the City of Berwyn declines to or cannot serve as a backup PSAP for the WC3, then the WC3 will take appropriate action to enter into an intergovernmental agreement with another unit of local government for backup PSAP services and obtain the required state approvals for such arrangement.

The service territories of the WC3 PSAPS shall be the areas currently served by each respective PSAP currently operated by the Participating Agencies as of the Effective Date of this Agreement.

4.1. Until the WC3 PSAP receives its certification and approval by the State 9-1-1 Administrator and commences active operations to serve the WC3 Participating Agencies under this Agreement, the Participating Agencies shall be solely responsible to fully fund the operations, maintenance, upgrades and staffing of their own respective PSAPS. After the consolidation of the above PSAPS are completed, the Participating Agencies shall share equally in the costs related to funding the operations, maintenance, upgrades and staffing of the WC3 PSAPS in accordance with the terms of the Agreement (e.g., three original Participating Agencies: one-third cost sharing formula).

4.2. The WC3 PSAP shall not expand its 9-1-1 dispatch service territories without first providing written notice of an intent to expand their 9-1-1 dispatch service territories and obtaining the approval of the Board ***by a*** unanimous vote of the total number of the Board members. The expansion of service territory that requires adding one or more additional units of local government to the Board will require, at a minimum: (a) new member approval by the Board, as required by this Agreement, and approval of an addendum to this Agreement, (b) re-allocation and re-calculation of the cost sharing formula regarding the surcharge funds and other revenues, (c) the filing of an updated application for approval by the State 9-1-1 Administrator, and (d) the new member to pay for the administrative and legal costs associated with obtaining membership, preparation of an updated consolidation plan and filing with the State of Illinois, and any related approvals from the State 9-1-1 Administrator.

4.3. The WC3 PSAP may expand its non-9-1-1 dispatch service territories, subject to approval of the Board.

ARTICLE V
FINANCES

5.0 Fiscal Year.

WC3's fiscal year shall be from January 1st to December 31st of the next year.

5.1 Budget and Operating Funds.

5.1.1 The Board shall prepare the following budgets on an annual basis (unless otherwise noted below) and maintain the following funds as part of the operation of the WC3, the WC3 PSAPS and the WC3 JETSB:

A. Start-Up Operating Budget (one-time preparation).
B. Annual Budget (includes the Operating Budget and the Capital Budget).
C. Emergency Telephone System Fund.
D. Wireless Service Emergency Fund.
E. ETSB/Other Source Grant Fund.
F. Reserve Fund.
G. Any other fund deemed necessary for operation purposes or required by applicable law.

5.1.2. The amounts due pursuant to this Section from each Participating Agency shall be payable to the WC3 JETSB on a date determined by the Board.

5.2 Start-Up Operating Budget.

The Start-Up Operating Budget for the initial Start-up Operating Costs, which shall be prepared and approved by the Board of Directors with input from the Executive Director, the Treasurer and the Operating Board, relates to the operation of the System, as contemplated by this Agreement and will be

incorporated by reference as **Exhibit "A"** into this Agreement. The Board shall undertake its best efforts to establish the System serving the Participating Agencies at the earliest feasible date after the approval of this Agreement, subject to receipt of certification and approval by the 9-1-1 Administrator.

5.2.1. The amounts due pursuant to this Subsection from each Participating Agency shall be payable to WC3 on a date determined by the Board. In the event the number of Participating Agencies changes, or in the event WC3 provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the methodology used to calculate each Participating Agency's percentage share of WC3's Start-Up Operating Budget shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by a unanimous vote.

5.3 Capital Implementation Budget and Annual Capital Budget.

The Capital Implementation Budget for the initial Capital Implementation Costs and any subsequent Annual Capital Budgets related to the buildings, equipment and implementation of the System, as contemplated by this Agreement, shall be prepared and approved by the Board of Directors with input from the Executive Director, the Treasurer and the Operating Board and shall be incorporated into this Agreement as **Exhibit "B"**. The amounts due pursuant to this Section from each Participating Agency shall be payable to WC3 on a date determined by the Board. In the event the number of Participating Agencies changes, or in the event WC3 provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the methodology used to calculate each Participating Agency's percentage share of WC3's Capital Implementation Budget and any Annual Capital Budgets shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by a unanimous vote.

5.4. Allocation of Capital Implementation Costs and **Annual Capital Costs.**

A. The Capital Implementation Costs and Annual Capital Costs as contained in the Capital Implementation Budget and any Annual Capital Budgets (**Exhibit "B"**) shall be equally shared among the Participating Agencies, unless otherwise determined by a unanimous vote of the Board. Each Participating Agency shall make its payment for annual to WC3 on a date determined by the Board.

B. If, after the date upon which the System serving the Participating Agencies is operational, there exists unspent funds in the Capital Implementation Budget, said funds shall be allocated to the Capital Equipment Fund or as otherwise directed by the Board.

5.5. Capital Equipment Fund.

A. There shall be created a Capital Equipment Fund for the purpose of meeting the future Capital Equipment needs of WC3. The Capital Equipment Fund shall only be used to pay Capital Costs and not be used to pay for Operating Costs. In the event of a dispute as to whether a cost is an Operating Cost or a Capital Cost, the dispute shall be decided by a two-thirds (2/3rds) vote of the Board. Based upon input from the Executive Director and the Operating Board, the Board shall, by a unanimous vote, approve a five-year projection of capital equipment needs and anticipated costs ("**Five Year Capital Equipment Plan**") on an annual basis. The funding for the Five Year Capital Equipment Plan and the Capital Equipment Fund shall be chargeable to the Participating Agencies on an annual or periodic basis, as determined by the Board, and the funding allocation

formula shall be pro-rated among them based on the Annual Operating Costs Allocation Formula set forth below at Subsection 5.6.C.

B. Each approved Five Year Capital Equipment Plan and the Board's annual determination of the amounts due for the Capital Equipment Fund from each Participating Agency shall be forwarded to the Mayor/President of each Participating Agency immediately upon its approval by the Board.

5.6. Allocation of Annual Operating Costs.

A. **Initial Annual Operating Costs Allocation Formula**. For the period from the effective date of this Agreement to the end of the third fiscal year, the percentage allocation of WC3's "Annual Operating Costs" to each Participating Agency shall be equally divided for each Participating Agency.

B. **A "Start-Up Operating Budget"** for the period from the inception of this Agreement to the end of the first fiscal year shall be prepared and approved by the Board of Directors with input from the Executive Director, the Treasurer and the Operating Board after the approval of this Agreement and shall be incorporated by reference as **Exhibit "A"** into this Agreement. This Start-Up Operating Budget shall include a chart establishing the respective contribution amounts due for each Participating Agency and includes the amount of each Participating Agency's contribution(s), which amounts are based on each Participating Agency contributing an equal share. In the event the number of Participating Agencies changes prior to the end of the first fiscal year, or in the event WC3 provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the amount of each Participating Agency's percentage share of WC3's Annual Operating Costs shall be revised to be an equal portion of the total Start-Up Operating Budget, as may be approved by the Board by a unanimous vote.

C. **Annual Operating Costs Allocation Formula.** Subject to Section 5.8. below, for the second full fiscal year beginning January 1, 2018 through December 31, 2019, and all subsequent fiscal years, the percentage of WC3's total Annual Operating Costs chargeable to each Participating Agency will be based on:

> The prorated, equal share of all Annual Operating Costs as allocated among the total number of Participating Agencies within the WC3.

For example, with three original Participating Agencies at the time of the formation of the WC3, all of the Annual Operating Costs shall be shared equally on one-third cost sharing basis.

In the event the number of Participating Agencies changes, or in the event WC3 provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the methodology used to calculate each Participating Agency's percentage share of WC3's Annual Operating Costs shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by a unanimous vote.

5.7. Annual Budget.

The Board of Directors shall adopt an Annual Budget for the upcoming fiscal year at its December meeting each year. In addition, the Annual Budget process shall be handled as follows:

A. The Executive Director, with input from the Treasurer, shall prepare a proposed Annual Budget for the Board of Directors to review at the Board's November meeting each year. Copies of the proposed Annual Budget shall be delivered to each of the Directors at least five (5) calendar days in advance of the December meeting.

B. The Board of Directors shall review the proposed Annual Budget and direct the Executive Director to make such modifications as the Board deems proper and advisable.

5.8. Establishment of Fees, Annual Service Fees and Cost-Sharing.

Subject to applicable subsections of this Article, the Board of Directors, in its sole discretion and by a unanimous vote, shall annually establish one or more levels of Annual Service Fees payable by each Participating Agency and any Non-Members. Subject to compliance with the Annual Cost Allocation Formulas of this Article, the Annual Service Fees shall be based on a formula(s) that will be established by the Board of Directors, in its sole discretion, and from time to time may be amended. The Board of Directors, in its sole discretion, may establish one level of Annual Service Fees and additional other fees charged to the Initial Participating Agencies, and one or more other levels of Annual Service Fees and additional other charges payable by the Participating Agencies and to Non-Members (e.g., other counties, municipalities, fire protection districts, other units of local government and/or public safety agencies) who may receive some type of Services from the WC3 pursuant to a service agreement.

A. Cost-Sharing. Upon approval of the Annual Budget, the Board of Directors, in its discretion, shall have the authority to fix cost-sharing charges for all Participating Agencies and Non-Members in an amount sufficient to provide the funds required by the current Annual Budget. All expenses relating to annual Capital Costs and annual Operational Costs and long-term capital costs and long-term operating costs and any other activities of the WC3 will be cost-shared by the Participating Agencies, based on one or more formulas as set forth in this Agreement or as determined by the Board of Directors, with input from the Executive Director, any WC3-retained consultant and/or WC3's auditor, and such formula(s) may be amended from time to time without the need to amend this Agreement.

B. Supplemental Fees. If necessary to meet any anticipated or unanticipated expenses, debts or liabilities (e.g., a loan or the WC3's matching portion of a grant) of the WC3, all

Participating Agencies and Non-Members shall be obligated to timely pay any supplemental fees assessed by the WC3 as determined by the Board of Directors.

C. Additional Costs. Whenever a Participating Agency or a Non-Member relocates its communication equipment and/or the communication equipment of the WC3 to another location, and/or adds additional communication equipment to the Participating Agency's or Non-Member's communication system, thereby increasing the WC3's responsibilities, obligations or costs, any and all additional costs incurred by the WC3 as a result of the aforesaid relocation of communication equipment to the Participating Agency's or Non-Member's communication system, including, but not limited to, any costs to install communication lines, shall be paid solely by that Participating Agency or Non-Member. No Participating Agency or Non-Member of the WC3 shall relocate the equipment or property of the WC3, or by any means increase the WC3's annual capital costs or annual operational costs or long-term capital costs or long-term operating costs or such other responsibilities, obligations and/or costs, including, but not limited to, costs to be incurred by the WC3 for the purchase of new or additional equipment or technology, without first obtaining authorization from the WC3's Board of Directors to relocate the WC3's equipment and property and/or increase the WC3's capital or operating costs, responsibilities or obligations. Any new equipment or additional equipment or technology and/or property acquired in accordance with this Agreement shall become the equipment/property of the WC3, notwithstanding the fact that the existing Participating Agency or a Non-Member shall pay the costs of purchase and installation of said equipment/property. Unless otherwise agreed to in writing by the Board of Directors, the WC3 shall pay the costs of maintaining the equipment/property once it is purchased and installed.

D. Payment Due Date; Billing. The payment of Annual Service Fees shall be paid to the WC3 on a periodic basis (monthly, quarterly, bi-annually or annually) as determined by the Board of Directors upon recommendation of the Executive Director. Payment terms for the Annual Service Fees of each Non-Member, and any other fees and costs, shall be determined by the Board of Directors. The Executive Director will be responsible for issuing billing statements to all members and Non-Members in advance of the payment due dates. In the event the number of Participating Agencies changes, or in the event WC3 provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the methodology used to calculate each Participating Agency's percentage share of WC3's Annual Operating Costs and Annual Capital Costs shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by a unanimous vote.

E. Payment of Fees. Continued membership in the WC3 shall be contingent upon the payment by each Participating Agency of its established, mandatory Annual Service Fees and any additional fees and charges that may be established by the Board of Directors. Each Participating Agency and Non-Member shall take all required actions to authorize the timely payment of its Annual Service Fees and other required fees, including any

assessed supplemental fees, and shall approve the payment of any other additional funds necessary to meet its shared cost obligations under this Agreement, any addendum or service agreement.

F. Delinquent Account; Payment. Any Participating Agency or Non-Member whose allocated fees or other charges have not been paid within thirty (30) calendar days after the issuance of a billing statement shall be assessed interest on the delinquent payment(s) in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1).

G. Delinquent Account; Voting and Participation. Any Participating Agency who is delinquent in paying any uncontested Annual Service Fees and other required fees shall not be entitled to further voting privileges on the Board of Directors, nor shall any representative hold office until such time as all delinquent payments and interest have been paid, and the Participating Agency is also subject to the removal provisions set forth in Article VIII (Personnel Matters) below.

H. Expenses per the Annual Budget. After adoption of the Annual Budget by the Board of Directors, the Executive Director shall make expenditures in accordance with such Budget, subject to the provisions of this Agreement and any approved fiscal and investment policies.

5.9. Reimbursement for Eligible ETSB Expenses; Certification of Use of Funds.

In order to spend its allocation of ETSB surcharge funds, grant funds and other allocated revenues, the Chair of the Board or the Executive Director, or his / her designee, shall submit itemized reimbursement requests to the WC3 JETSB and the Treasurer, on a periodic basis, that identify the eligible ETSB expenses and related amounts to be paid with the ETSB surcharge funds, grant funds and other allocated revenues to assist with the continued operations, maintenance, upgrades and staffing needs of the WC3, the WC3 PSAPS or the WC3 JETSB. Each reimbursement request shall contain a signed certification by the Chair of the Board or the Executive Director, or his / her designee, that states: "On behalf of the WC3 Board of Directors, or the WC3 PSAPS or the WC3 JETSB, I certify that the below requested dollar amount of ETSB surcharge funds, grant funds and other allocated revenues shall be spent on eligible expenses to assist with the continued operations, maintenance, upgrades and staffing needs of the WC3, WC3 PSAPS or the WC3 JETSB as permitted under the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*) (the "Act"), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(i)) or any other applicable federal or State law."

5.9.1. The WC3 JETSB shall approve the payment of any ETSB surcharge funds, grant funds and other allocated revenues as requested by the Chair of the Board or the Executive Director, or his / her designee, by a resolution adopted in accordance with Section 15.4(c) of the Act (50 ILCS 750/15.4(c)) after receipt of an itemized reimbursement request with the required signed certification.

5.9.2. No Participating Agency or PSAP shall be entitled to receive or retain surcharge funds, grant funds and other allocated revenues that exceed its allocation of ETSB surcharge funds, grant funds and other allocated revenues or to receive such funds for a reason that is inconsistent with the terms of this Agreement.

5.9.3. The WC3 JETSB shall maintain at least the following four (4) bank accounts for itself or as otherwise directed by applicable federal or State law: (1) Emergency Telephone System Fund; (2) Wireless Service Emergency Fund; (3) ETSB / Other Source Grant Fund; and (4) Reserve Fund.

5.9.4. If a new member joins the WC3 JETSB, a re-calculation of the applicable cost-sharing formulas in this Article shall be performed to adjust the allocations to account for adding the new member. The same re-calculation and re-allocation process will occur in the event additional new members plus another PSAP is added to the WC3 JETSB.

5.9.5. Upon termination of the local ETSBS, the Local ETSB Reserves held by each Participating Agency will be paid to the WC3 JETSB based on the passage of one or more resolutions by the WC3 JETSB authorizing the release of funds. There will be no allocation of the Local ETSB Reserves based on any allocation formula provided by this Agreement.

5.9.6. In the event the number of Participating Agencies changes, or in the event WC3 JETSB provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the methodology used to calculate each Participating Agency's percentage share of WC3 JETSB'S Annual Operating Costs shall be revised by utilizing any such data, or different methodology that is deemed equitable and ***approved by the Board by a unanimous vote*** of the total number of Board members.

5.10. Treasurer.

A. Upon approval by the Board of Directors, the treasurer, the chief financial officer, the finance director or any of their functional equivalents of Brookfield, North Riverside or Riverside shall serve as the treasurer of WC3 for a three (3) year term ("Treasurer"). The Treasurer shall have no voting authority on matters regarding the WC3 and shall receive no additional salary or compensation for Services provided to the WC3, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving as the Treasurer. Each Participating Agency that supplies the person who serves as Treasurer shall not be entitled to reimbursement for any salary or employment benefits of any kind during the person's term as Treasurer.

B. Duties. The Treasurer shall:

(1) Be the custodian of all WC3 funds.
(2) Provide on-going counseling to the Board of Directors, the Executive Director and the Operating Board in matters of fiscal policy and fiscal administration of the WC3.
(3) Make recommendations on investment policies and practices to the Board of Directors and the Executive Director.
(4) Act as one of the required signatories of all of the WC3's bank accounts, checks and investment instruments.

(5) Provide a bond in the amount of $250,000 for the faithful discharge of the duties of the position of Treasurer, with such surety or sureties as the Board of Directors shall determine. The WC3 shall pay the bond premium.
(6) Assist the Executive Director with the preparation of the Annual Budget, and the operating and capital budgets and financial reports.
(7) Maintain required financial management system.
(8) Process required financial transactions.
(9) Assist the Executive Director with the preparation and handling of requests for proposals for financial consultants and provide recommendations to the Board of Directors and the Executive Director for the hiring of a certified public accountant or a certified financial auditing firm to conduct annual audit services and other financial services for the WC3.

C. Financial Reports and Warrant List. The Treasurer shall provide to the Board of Directors, the Operating Board and the Executive Director a written financial report of current and projected revenues and expenses for the current budget year and a monthly warrant list of issued checks and pending checks for approval by the Board of Directors. The frequency of financial reports and the level of detail contained in the financial reports shall be determined by the Board of Directors.

D. Financial Operations. All other necessary financial operations, including but not limited to accounting, accounts payable, and payroll, shall be either outsourced to a third party contractor or handled by a designated WC3 employee or Member as approved by the Board of Directors, with input by the Treasurer and the Executive Director.

E. Funds on Deposit. All monies received by WC3 shall be deposited into one or more bank accounts at one or more banks licensed to do business in Illinois, as designated by the Board. Expenditures from these bank accounts shall be for budgeted items or allowable public purposes in furtherance of the objectives of this Agreement, subject to an appropriate budget amendment, and shall be authorized by the Board or the Executive Director consistent with his/her limited spending authority. All monies received by WC3 pursuant to a surcharge imposed by the Participating Agencies under any federal or State law shall be deposited and expended in accordance with applicable federal or State law. All monies received by WC3 pursuant to a surcharge imposed under Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3) shall be deposited into a separate interest-bearing Emergency Telephone System Fund account at a bank designated by the Board. All monies received by WC3 pursuant to a surcharge imposed under the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*) shall be deposited into a separate interest-bearing Wireless Service Emergency Fund account at a bank designated by the Board. Notwithstanding any other provision in this Agreement to the contrary, no expenditures may be made from the Emergency Telephone System Fund or the Wireless Service Emergency Fund, except upon direction of the Board. All expenditures from the Emergency Telephone System Fund shall only be made to pay for the costs permitted by Section 15.4 of the Emergency Telephone Act (50 ILCS 750/15.4). All expenditures from the Wireless Service Emergency Fund shall only be made to pay for the costs permitted by the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) or the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*). All monies received by WC3 pursuant to any surcharge (or similar revenue stream authorized by law) collected by the WC3 under applicable federal or State law shall be

retained and spent in accordance with applicable federal or State law, as amended. Funds shall only be invested in the same manner that the law allows for the investment of municipal funds.

5.10. Donated Personal Property and Services.

Any Participating Agency may make a donation of personal property or services to WC3. However, if the Board of Directors, in its sole discretion, accepts said donation, the donating Participating Agency shall not receive or be entitled to receive any credit or reimbursement of any kind from the WC3, including any credit or reimbursement for any amounts it owes under Section 5.5. (Capital Equipment Fund) of this Agreement.

5.11. Allocation of Costs and Responsibilities for WC3 Equipment and Property and Participating Agency Equipment and Property.

The respective Participating Agencies agree to convey title and WC3 agrees to assume ownership and responsibility for acquiring and maintaining certain equipment and personal property that will be used directly or indirectly in the operation of the System. The WC3 shall assume ownership and responsibility for acquiring and maintaining such equipment and personal property at the time that the Participating Agency makes any equipment or personal property available for use by the WC3. One or more bills of sale executed by the Participating Agency and WC3 shall be used to confirm the conveyance of ownership of all such equipment and personal property referenced above.

5.12. Credit for Surcharge Payments.

A. **Emergency Telephone System Fund.** Subject to each Participating Agency using any of its remaining surcharge funds to pay for budgeted items or obligations that exist in their current 2016/2017 ETSB budgets, each Participating Agency shall be obligated to forward any and all other surcharge funds it receives prior to or after the Effective Date of this Agreement pursuant to a surcharge imposed under Section 15.3 of the Emergency Telephone System Act, 50 ILCS 750/1 *et seq.* ("Surcharge Funds") to WC3 for use by WC3 for allowable purposes under the Emergency Telephone System Act, as amended, or other applicable laws. Each Participating Agency shall be credited for the deposit of its Surcharge Funds into WC3's Emergency Telephone System Fund and such credit shall be applied to the Non-Refundable Capital and Operating Participation Fee or the Annual Service Fees, as directed by the Participating Agency. All expenditures of Surcharge Funds deposited into WC3's Emergency Telephone System Fund shall be used in compliance with Subsection 15.4(c) of the Emergency Telephone System Act, as amended, or other applicable laws. Surcharge Funds retained by a Participating Agency shall be used to complete any currently budgeted expenditures in compliance with Section 15.4 of the Emergency Telephone System Act and the Participating Agency's ordinances. The term "Surcharge Funds" includes all monies received pursuant to any surcharge or similar revenue stream authorized by federal or State law that are payable under or in place of the Emergency Telephone System Act.

B. **Wireless Service Emergency Fund.** Subject to each Participating Agency using any of its remaining Surcharge Funds to pay for budgeted items or obligations that exist in their current 2016/2017 ETSB budgets, each Participating Agency shall be obligated to forward any and all payments it receives prior to or after the Effective Date of this Agreement pursuant to a surcharge imposed under the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and/or the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*) (collectively "Wireless Surcharge Funds") to WC3 for use by WC3 for allowable purposes under the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act, as amended, or other applicable laws. Each Participating Agency shall be credited for the deposit of its Wireless Surcharge Funds into WC3's Wireless Emergency Telephone System Fund or its Prepaid Wireless 9-1-1 Surcharge Fund and such credit shall be applied to the Non-Refundable Capital and Operating Participation Fee or the Annual Service Fees, as directed by the Participating Agency. All expenditures of Wireless Surcharge Funds deposited into WC3's Wireless Emergency Telephone System Fund and the Prepaid Wireless 9-1-1 Surcharge Fund shall be used in compliance with the applicable provisions of the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act, as amended, or other applicable laws. Wireless Surcharge Funds retained by a Participating Agency shall be used to complete any currently budgeted expenditures in compliance with the applicable provisions of the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act and the Participating Agency's ordinances. The term "Wireless Surcharge Funds" includes all monies received pursuant to any surcharge or similar revenue stream authorized by federal or State law that are payable under or in place of the Wireless Emergency Telephone Safety Act and the Prepaid Wireless 9-1-1 Surcharge Act.

C. **Authorization to Spend Surcharge Funds and Wireless Surcharge Funds**. Until the JETSB is formally certified by the ICC or the Illinois Department of State Police, each Participating Agency's local ETSB shall be authorized to spend its own ETSB funds by adoption of the required resolution(s). Once the JETSB is certified, the local ETSBs will be terminated pursuant to the adoption of ordinances by the Participating Agencies, as required by the Emergency Telephone System Act. Once certified, the JETSB shall authorize by adoption of the required resolution(s) the expenditure of all remaining local ETSB funds of each Participating Agency in accordance with the applicable laws noted above in this Section 5.12, and shall expend each Participating Agency's local ETSB funds on behalf of each Participating Agency consistent with the budgeted items or obligations that exist in their respective current 2016/2017 ETSB budgets. Subject to Subsection 5.12(A and B) above, the balance of such funds shall be paid over to the WC3's Emergency Telephone System Fund and WC3's Wireless Emergency Telephone System Fund for use by the WC3 for allowable purposes under applicable laws.

5.13. Audits.

The Board shall cause an annual audit of the financial affairs of WC3 to be made by a certified public accountant at the end of each fiscal year in accordance with generally accepted accounting principles applicable to local government entities and in accordance with the Illinois Government Account Audit Act (50 ILCS 310/1 *et seq.)*. The Treasurer shall ensure that the WC3 complies with annual audit filing requirements of the Illinois State Comptroller's Office and any other federal or State audit filing

requirements. Copies of the annual audit report shall be delivered to the Board members and to the chief financial officer of each Participating Agency within thirty (30) calendar days of receipt by the WC3.

5.14. Fiscal Policies.

The Board of Directors may establish fiscal policies, procedures and limitations as may be necessary to preserve the integrity and purpose of the approved Annual Budget and related expenditures without amending this Agreement.

5.15. Procurement Policy.

Purchases and/or letting contracts shall be done in accordance with this Agreement, applicable federal and State law, and any procurement policy and guidelines adopted by the Board of Directors.

5.16. Authorized Signatories.

The following positions shall serve as authorized check and financial instrument signatories at each of the banks, title or trust companies, depositories and/or other financial institutions at which the WC3 maintains accounts: (1) Chair of the Board of Directors; (2) Vice-Chair of the Board of Directors; (3) Executive Director; and (4) Treasurer. There shall be a "two signatory requirement" policy for authorizing any transfer and withdrawal of WC3 funds or executing any checks or other instruments that draw WC3 funds out of any bank, title or trust companies, depositories or other financial institution at which the WC3 maintains financial accounts. Any two (2) of the above-listed, authorized signatories may sign such checks or instruments or authorize such transfers and withdrawals.

5.17. Contract Signatories.

The Board of Directors may authorize, by motion, resolution or ordinance, and approved at a public meeting, any officer or agent, other than the Chair and Vice-Chair, to enter into and execute any contract or execute and deliver any instrument in the name of and on behalf of the WC3. Such authority may be general or confined to specific Board-approved instances.

5.18. Loans.

No loans shall be procured on behalf of the WC3 and no evidence of indebtedness shall be issued in its name unless authorized by a written resolution or ordinance of the Board of Directors and in accordance with applicable law. Such authority may be general or confined to specific Board-approved instances.

5.19. Termination of Operation of Local Emergency Telephone System Board by Participating Agencies.

In accordance with 50 ILCS 750/15.4(e), as a condition of approval of and participation under this Agreement, each Participating Agency shall no longer continue to operate its local ETSB and shall adopt

an ordinance that provides for the termination of its local ETSB, effective only upon the creation of the WC3 and the regulatory approval of the WC3 and WC3's JETSB by the ICC or the 9-1-1 Administrator.

ARTICLE VI

OPERATING BOARD AND JETSB

6.0. Composition – Operating Board.

There is established an Operating Board of the WC3, which shall be organized and consist of the following voting representatives: (i) one (1) representative from the police department of each Participating Agency; and (ii) one (1) representative from the fire department of each Participating Agency. The representatives from each fire department and each police department of each Participating Agency shall not have a defined term, but may be replaced by the corporate authorities of the respective Participating Agency in accordance with applicable state law (See, 50 ILCS 750/4). Each Participating Agency (through its corporate authorities) shall designate its police department and fire department representatives, and one (1) set of alternate representatives, in a written communication from the Village Manager, and forward said communication to the Board of Directors and the Executive Director. The designated public safety representatives and alternate representatives shall continue to serve until a replacement(s) is designated in the manner provided for above. The Operating Board shall meet on a monthly basis, or more frequently, if necessary.

One (1) member of the Operating Board shall be appointed by the remainder of the Operating Board to serve a two (2) year term as Chair on a rotating, annual basis, in the following order:

1st Chair appointment (first and second years*)	Brookfield
2nd Chair appointment (third and fourth years)	Riverside
3rd Chair appointment (fifth and sixth years)	North Riverside
4th Chair appointment (seventh and eighth years)	Brookfield (or a new Participating Agency)

A Vice-Chair of the Operating Board shall be appointed from its members only for meetings at which the Chair is unable to serve.

*The initial term of the Chair shall include the first partial fiscal year of operation and then two (2) full fiscal years thereafter. If a representative(s) of a Participating Agency declines to serve as Chair, then the representative(s) of the next Participating Agency in the above rotation shall serve in that capacity for the balance of the term. Representatives from the same Participating Agency shall not serve

at the same time as Chair of the Board of Directors and Chair of the Operating Board, and the Operating Board shall make the necessary appointment(s) to maintain the separation and alternating terms among the Participating Agency as provided for above.

If another Participating Agency joins WC3, its name shall be inserted at the end of the list, or as determined by the Board. The representatives of the new Participating Agency shall not be eligible to serve as Chair until each of the preceding Participating Agencies on the list have served as Chair at least one time. When one of the representatives of the last Participating Agency on the list has had an opportunity to serve as Chair, the next Chair shall be selected from the Participating Agency at the top of the list.

6.0.1. Composition – Joint Emergency Telephone System Board. The members of the Operating Board shall also serve as members of WC3's Joint Emergency Telephone System Board ("JETSB"), as provided for under the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*). The JETSB shall be organized and governed as set forth in below in Subsections 5.1 through 5.4. The statutory powers and duties of the JETSB are set forth in the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*). The JETSB shall comply with applicable laws and the WC3 procurement policy in regard to its expenditures of the Surcharge Funds and any other funds that are within its statutory jurisdiction. The Operating Board shall appoint one (1) public member to the JETSB, who shall meet the eligibility criteria of the Emergency Telephone System Act (50 ILCS 750/4) (as of the effective date of this Agreement: the public member shall be a resident of the local exchange service territory included in the 9-1-1 coverage area of the WC3). The public member: (a) shall be appointed for a one (1) year term; (b) may be appointed to serve consecutive or multiple annual terms; (c) may be an employee of any of the Participating Agencies; and (d) shall not be an employee of the same Participating Agency as either of the members of the Board of Directors who are then serving on the Operating Board.

6.1. Chair, Vice-Chair and Secretary.

Subject to the limitation on the initial term of the initial Chair as set forth above in Section 6.0, the Operating Board shall, at its initial meeting and thereafter at its annual meetings on a two (2) year rotation, appoint one of its members to serve as the Chair, whose term shall run until a successor is appointed. The Chair shall preside over all meetings of the Operating Board. In the absence of the Chair or in the event of the Chair's refusal or inability to act, the Vice-Chair shall perform the duties of the Chair and, when so acting, shall have all the powers of and be subject to all the restrictions placed upon the Chair. The Executive Director, or his/her designee, shall serve as Secretary to the Operating Board and shall:

A. Take and keep the minutes of the meetings in a binder provided for that purpose;

B. See that all notices are duly given in accordance with the provisions of this Agreement or as required by law;

C. Be custodian of the records of the Operating Board and perform all duties incident to the office of Secretary, and such other duties as may from time to time be assigned;

D. Serve as one of the designated Freedom of Information Officers for WC3; and

E. Perform the above duties in accordance with the OMA.

In the absence of the Secretary, the Operating Board shall designate a Secretary pro-tem to undertake the duties of the Secretary during the Secretary's absence.

6.2. Duties of the Chair:

a. The Chair shall:
   i. Oversee all business and affairs of the WC3 and preside over the meetings of the Board.
   ii. Execute any documents as authorized by the Board.
   iii. Perform all duties incidental to the office of the Chair, and those that may be prescribed by the Board.
   iv. From time to time, call for the creation of such committees and subcommittees as may be needed to assist the Board with its duties and appoint members of the Board or other representatives of the Members to serve on each committee or subcommittee as members or liaisons.
   v. Serve as a liaison between the Board and the Executive Director.
   vi. Recommend to the Board the annual salary and employment benefits of the Executive Director.
   vii. Meet with the Executive Director and the Vice-Chair to deliver an annual performance evaluation and report of the Executive Director as prepared by the Board. The Chair shall report on the outcome of the annual performance evaluation to the Board at the next available meeting.
   viii. Perform the duties of the Executive Director per Article VII (Executive Director) below, whenever the Executive Director position is not filled.

6.3. Meetings of the Operating Board.

A. The Operating Board shall establish dates, times and a location for regular meetings. Other business may also be considered at the annual meeting. The Operating Board shall meet on a monthly basis or shall meet as often as deemed necessary.

B. Special meetings of the Operating Board may be called by the Chair, by the Executive Director or by two-thirds (2/3rds) of a quorum of its members, provided that at least forty-eight (48) hours prior written notice of the special meeting specifying the time, date and location of the meeting shall be given to each member and an agenda specifying the subject of such special meeting shall accompany such notice. In the event of a bona fide emergency, notice shall be given as soon as practicable in a manner that is reasonably calculated to provide actual notice under the circumstances.

C. To the extent not contrary to this Agreement, Robert's Rules of Order shall govern the conduct of all meetings of the Operating Board until the Operating Board establishes its own rules of proceeding.

D. No Operating Board member shall receive any compensation for serving as an Operating Board member, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving on the Operating Board.

6.4. Quorum.

A quorum for holding a meeting of the Operating Board shall consist of a majority of Operating Board members.

6.4. Voting Requirements.

Except as otherwise provided for in this Agreement, a unanimous of the Operating Board shall be necessary for the Operating Board to act. Each Operating Board member shall have one (1) vote. No written or oral proxy votes or absentee voting shall be permitted, except that an absent member may vote on matters while in compliance with the electronic participation rules set forth in Section 2.5. above. If any Operating Board member fails to retain the status necessary to serve on behalf of the Participating Agency that he/she represents on the Operating Board, then the Participating Agency shall inform the Board and the Operating Board of this fact and designate an otherwise qualified representative to serve on the Operating Board until a successor is duly appointed and qualified.

6.5. Powers and Duties of the Operating Board.

The Operating Board shall make recommendations to the Executive Director and the Board concerning the establishment and operation of the joint emergency dispatch and communications center(s) serving each of the Participating Agencies. The Operating Board shall review, consider and make recommendations to the Executive Director and the Board on matters which include but are not necessarily limited to:

A. The planning and establishment of a joint "9-1-1 Dispatch System" serving the Participating Agencies;

B. The implementation, upgrading and maintenance of the System and the establishment of equipment specifications and coding systems;

C. The planning and establishment of a joint Public Works Communications System serving the Participating Agencies, including provisions for call outs and the receipt and communication of public works alarms;

D. The establishment of standard operating practices and procedures for the System, including identifying and handling of local services that may be unique to one or more Participating Agencies;

E. The purchase or lease or use of facilities for the Services to be provided under this Agreement;

F. Establishment of employment policies and staffing requirements;

G. The purchase of equipment, software, hardware and other business-related technology in accordance with the Annual Budget;

H. Establishment of an Annual Operating Budget and Capital Budget for the implementation and operation of the System, and five-year projections of capital equipment needs and anticipated costs and Operating Costs;

I. Contracts with other entities, organizations or units of government for use of WC3 facilities, equipment and Services and appropriate rules and charges therefore;

J. Reallocation of budgeted amounts from one line item to another to the extent necessary to address emergencies and/or changed conditions, with prior consideration of recommendations from the Board of Directors and the Executive Director;

K. Prepare recommendations to the Board of Directors regarding contributions due from all the Participating Agencies relative to the Start-Up Operating Budget and the Capital Implementation Budget; the Annual Budget, the Capital Budget, the Operating Budget, the Capital Equipment Fund and the Reserve Fund, the non-refundable Capital and Operating Participation Fee, and the Recapture Fee (based on information provided by the Executive Director, any WC3-retained consultant and/or WC3's auditor);

L. Determine adjustments in any Capital Budget or Operating Budget that is attached to this Agreement or has otherwise been approved by the Board as well as any adjustments to contributions resulting from any changes in the Capital Budget or Operating Budget;

M. Determine any revisions in the data used or the methodology for calculating each Participating Agency's share of WC3's Annual Operating Costs when authorized by the terms of this Agreement by a unanimous ***vote*** of the Board; and

N. All recommendations of the Operating Board must be approved by the Board before being implemented.

The Operating Board shall have authority to approve contracts or enter into agreements for the following activities:

A. The purchase of equipment or of public works pursuant to the public bidding provisions of the Illinois Municipal Code, including any future amendments to said statute. Public

notice and competitive bids shall not be required for any contract which any one party to this Agreement could by law enter into without public notice and competitive bid, relative to matters contained in the Annual Budget.

B. Approval and payment of a monthly warrant list including all bills, invoices and statements that relate to budgeted expenses.

C. Approval of the use of the Surcharge Funds and Wireless Surcharge Funds, and other funds received by the WC3 as allowed by applicable law, in accordance with the Annual Budget and applicable law, including the authorized expenditures set forth in Section 35 of the Emergency Telephone System Act (50 ILCS 750/35), as amended.

ARTICLE VII
EXECUTIVE DIRECTOR

7.0. Creation of Position.

The Board shall hire a full-time Executive Director to serve as the administrative head of WC3. The Executive Director shall be responsible for the day-to-day operations of WC3 and shall report directly to the Board and the Operating Board.

7.1. Executive Director's Duties.

Subject to the policies established by the Board, and within the limits fixed by an approved Annual Budget, the Executive Director shall oversee and direct the daily operating affairs of WC3. The Executive Director's duties shall also include:

A. To enforce, to administer and to make operative the policies and directives of WC3 as established by the Board and the Operating Board;

B. Attendance at all meetings of the Board and all meetings of the Operating Board and to report at the meetings, as needed, and to serve as Secretary to those Boards;

C. Preparation for review by the Board of Directors and the Operating Board of draft Annual Budgets and annual projections of revenue, capital equipment needs and anticipated operating costs for the next five (5) years, including recommendations in regard to the annual Capital Budget, the annual Operating Budget, and funding levels for the Capital Equipment Fund and the Reserve Fund, and the use of the Surcharge Funds, the Wireless Surcharge Funds and other WC3 revenues ("Five Year Revenue and Expense Plan");

D. Prepare annual recommendations, including financial calculations, for review by the Board of Directors and the Operating Board regarding contributions due from all the Participating Agencies relative to the Start-Up Operating Budget and the Capital Implementation Budget, the Annual Budget, the Capital Budget, the Operating Budget, the Capital Equipment Fund and the Reserve Fund, the non-refundable Capital and Operating Participation Fee, the Recapture Fee (based on information provided by the Executive Director, any WC3-retained consultant and/or WC3's auditor) and the use of Surcharge Funds and Wireless Surcharge Funds, and other WC3 revenues;

E. Timely submission of invoices to the Participating Agencies setting forth the payments due;

F. Monitoring WC3's budget and the submission of regular reports to the Board and the Operating Board comparing actual expenditures with budgeted expenditures;

G. Making recommendations to the Board concerning the implementation, operation and staffing levels of WC3, including on-going training of employees, and then implement the directives;

H. To hire, evaluate, promote, demote, discipline and/or terminate employees of WC3 in accordance with the policies and procedures of the WC3 and any governing labor contracts and applicable laws;

I. Receive and consider input from the Board and the Operating Board concerning the implementation and operations of WC3 and act on such input as deemed appropriate;

J. Implement the direction and policies approved by the Board of Directors, including the coordinating and supervision of the implementation, and upgrading and maintenance of the System serving the Participating Agencies;

K. Assist the Operating Board in the establishment of standard operating practices and procedures and training protocols for the System and WC3's employees;

L. Serve as one of the designated Freedom of Information Officers for WC3;

M. For day-to-day issues and questions, the Executive Director shall consult with the Chair of the Operating Board;

N. Decide any disputes that may arise under this Agreement pursuant to Section 11.4. (Dispute Resolution; Negotiation) below; and

O. Perform all duties of the Executive Director, as assigned, and any other duties and assignments as directed by the Board and the Operating Board.

7.2. Expenditure of Funds.

The Executive Director, or his/her designee, shall have the authority to:

A. Expend funds on behalf of WC3 to purchase budgeted services, equipment and supplies in an amount not to exceed Ten Thousand and No/100 Dollars ($10,000.00).

B. In the event of an emergency that jeopardizes WC3's continued ability to operate, the Executive Director shall have the authority to expend an amount not to exceed Ten Thousand and No/100 Dollars ($10,000.00), regardless of whether the expense has been budgeted, after first giving notice to the Chair of the Board and the Chair of the Operating Board.

C. Transfer funds in an amount not to exceed Five Thousand and No/100 Dollars ($5,000.00) within line items of the annual budget in order to meet unanticipated or emergency needs of the WC3. Such transfers shall be reported to the Board of Directors and the Treasurer in the Executive Director's next monthly report and shall be included in any budget amendments prepared by the Treasurer and approved by the Board of Directors at least on an annual basis.

7.3. Executive Director's Offices.

The Executive Director's offices shall be in the same facility as the WC3 Dispatch Center.

ARTICLE VIII
PERSONNEL MATTERS

8.0. WC3 Personnel.

The Board shall determine the number and job descriptions of persons employed by WC3, as recommended by the Executive Director. All employees shall solely be employees of WC3 and not employees of any Participating Agency. WC3 shall provide wages, health insurance benefits and such other employment benefits to its employees as deemed advisable by the Board. The Board shall apply to the Illinois Municipal Retirement Fund to request that the employees become members of and receive the benefits provided by said Fund. WC3 and each of the Participating Agencies are Equal Opportunity Employers and shall comply with the regulations of the Equal Opportunity Employment Commission and the Illinois Department of Human Rights.

8.1. Financial and Human Resources Operation Services. All other necessary financial operations beyond those performed by the Treasurer, including but not limited to accounting, accounts payable and payroll, and limited human resource support activities (e.g., employee benefits matters, employee assistance program, employee manual) shall be performed by the Finance Department of the Village of Riverside pursuant to a reimbursement agreement entered into by the WC3 and the Village of Riverside, or outsourced to a third party contractor. The Village of Riverside agrees to handle all basic responsibilities, duties, filings, postings and record-keeping related to human resource and personnel matters for the WC3.

A. Initial 12 Month Fee for Financial and Human Resources Operation Services: The Board shall reimburse the Village of Riverside on a periodic basis (monthly or quarterly as requested by Riverside) based on actual, documented hours of work and tasks completed for the performance of the Financial and Human Resources Operation Services at an hourly rate equal to the current annual salary of the Treasurer or other Village personnel performing the Financial and Human Resources Operation Services. This fee arrangement may be reviewed at any time and may be terminated by a two-thirds (2/3rds) vote of the Board of Directors in favor of another arrangement acceptable to all of the Participating Agencies, or it may be adjusted by mutual agreement of the Board of Directors and the Village of Riverside. After the initial twelve (12) month period, the fee arrangement may also be extended for one or more fiscal years on mutually agreeable economic terms by agreement of the Board

of Directors and the Village of Riverside.

8.2. Illinois Municipal Retirement Fund (IMRF).

A. **WC3.** The Board of Directors and the Executive Director shall take the necessary actions to have WC3 apply to become a member of the Illinois Municipal Retirement Fund ("IMRF"), including the performance of a costs study as required by IMRF and the adoption of a "Resolution for Participation in IMRF" (IMRF Form 1.12) and appoint an authorized agent, who shall be the Executive Director.

B. **Initial Participating Agencies.** At the same public meeting that each Participating Agency approves this Agreement, each of the Participating Agencies shall also take all corporate action necessary to authorize and facilitate the transfer of existing dispatch employees employed by the Participating Agency to being employees of WC3 for purposes of remaining within the IMRF.

C. **IMRF Obligations.** If this Agreement is terminated by all Parties, the Participating Agencies shall be responsible for any continuing IMRF employer obligations, as required by law, during the wind-down phase of WC3. The cost of any continuing IMRF employer obligations shall be allocated per an agreed to costs sharing formula as determined by the Board. If any Participating Agency discontinues being a member of WC3 for any reason, that former Participating Agency shall be obligated to pay its share of the continuing IMRF employer obligations for the time period of its membership.

8.3. Provision of Group Health Insurance and Group Life Insurance Benefits.

The Board of Directors and the Executive Director will take necessary actions to have the WC3 obtain group health insurance and group life insurance benefits from a health insurance company and a life insurance company that are licensed to do business in the State of Illinois for the benefit of its employees, and, if applicable, their spouses and dependents. The WC3 reserves the right to enter into one or more intergovernmental agreements with any of the Participating Agencies or any other unit of local government for the purpose of allowing its employees, and, if applicable, their spouses and dependents, to (a) be covered under group health insurance and group life insurance benefit policies provided for by the Participating Agency or other unit of local government; or (b) to participate in a health insurance cooperative for purposes of obtaining group health insurance and group life insurance benefits. Support for such an intergovernmental health insurance cooperative arrangement is based on the following factors of the Initial Participating Agencies: (a) they are similarly constituted and operated non home rule units of local government; (b) they are taxing bodies located in Cook County, Illinois; (c) they share the common objective of delivering high quality 9-1-1 dispatch services through consolidation of resources and personnel; and (d) all of their employees are currently covered under the same health insurance benefits plan provider.

8.4. Information Technology (IT) and Specialty Services.

WC3's System must be operational and functional on a 24/7 basis and, therefore, the Board, the Operating Board and the Executive Director agree to cooperate in the retention and/or employment of competently trained and skilled employees and/or outside consultants who have expertise in information technology (IT) and specialty services to manage, maintain, repair and replace all of the WC3's communications and data delivery equipment, computers, phones, software, hardware and any other related components of the System.

8.5. Labor Contract Matters. The WC3 will engage in collective bargaining in advance of the expiration of current collective bargaining agreements governing the employment of the current dispatchers of the Participating Agencies to arrange for the transition from multiple PSAPS to the WC3 PSAP. A negotiating team, including the WC3's legal counsel, will represent the interests of the WC3 in the collective bargaining negotiations. The Board, in its discretion, will determine the members of the negotiating team. The Participating Agencies of the WC3 shall share equally the cost of fees associated with the legal representation during the collective bargaining process.

8.6. Resignation and Removal for Non-Attendance or Non-Cooperation.

A. Attendance. Any member of the Board of Directors or the Operating Board or any subcommittee (as established by the Board of Directors or Operating Board) who is absent from the regular meetings of such Board, Committee or subcommittee for three (3) consecutive regular meetings of such Board, Committee or subcommittee, and who has not furnished written explanations for his or her absence which are satisfactory to a two-thirds (2/3rds) of the Board, Committee or subcommittee in attendance, shall, following the third (3rd) consecutive absence, be subject to being classified as a resigned member following a hearing before the Board of Directors. In addition, any member of the Board of Directors, Operating Board or any subcommittee who is absent from fifty percent (50%) of the regular meetings in any one (1) calendar year shall be subject to being classified as a resigned member following a hearing before the Board of Directors. At least seven (7) calendar days prior written notice of the date, time and location of the hearing before the Board of Directors shall be given to the member whose failure to attend is at issue. At the hearing, the member may appear personally and present such pertinent evidence as he or she wishes or as the Board of Directors shall request. If, after a hearing, two-thirds (2/3rds) of the Board of Directors in attendance votes to classify a member as resigned, that member shall be removed from his or her position and there shall be deemed to be a vacancy of such position. The Participating Agency may then designate a replacement (someone other than the person who has been removed) to serve in that position.

B. Non-Performance or Non-Cooperation. Any member of the Board of Directors or the Operating Board or any subcommittee (as established by the Board of Directors or the Operating Board) who fails or refuses to perform assigned tasks and duties or cooperate in good faith in conducting the business of the Board of Directors or the Operating Board or any subcommittee, and who has not furnished written explanations for his or her non-performance or non-cooperation, which are satisfactory to a two-thirds (2/3rds) of the Board, Operating Board or subcommittee, shall, following the third (3rd) incident of non-performance or non-cooperation, be subject to being classified as a resigned member following a hearing before the Board of Directors. At least seven (7) days written notice of the date, time and location of the hearing before the Board of Directors shall be given to the member whose non-performance or non-cooperation is at issue. At the hearing, the member may appear personally and present such pertinent evidence as he or she wishes or as the Board of Directors shall request. If, after a hearing, two-thirds (2/3rds) of the Board of Directors votes to classify a member as resigned, that member shall be removed from his or her position and there shall be deemed to be a vacancy of such position. The Participating Agency may then designate a replacement (someone other than the person who has been removed) to serve in that position.

ARTICLE IX

INSURANCE

9.0. Required Insurance Coverage.

Upon approval of this Agreement, the Executive Director shall prepare and file an application on behalf of WC3 for membership to the Intergovernmental Risk Management Agency ("IRMA") or such other self-insured risk management association or prepare and file an application for insurance coverage with commercial insurers as directed by the Board of Directors.

The Board shall procure and maintain insurance, during the term of this Agreement, as usually held by public entities that operate dispatch centers. WC3's liability insurance shall cover all appointed or designated representatives (e.g., the treasurer, the chief financial officer, the finance director, fire chief, police chief, IT staff), liaisons, executive directors, officers, committee members, employees, volunteers and agents of WC3, the members of WC3's Board of Directors and the Operating Board in connection with any alleged acts or omissions in connection with their lawful activities on behalf of WC3. The Participating Agencies, and their appointed and elected officials, employees, agents, representatives and volunteers, shall be named as additional insureds on all liability coverages maintained by WC3. The Board, in its discretion, may choose to procure and maintain any other coverages deemed advisable by the Board, in whole or in part, through WC3's participation in an intergovernmental self-insured risk pool or the commercial market, including but not limited to:

A. Package Insurance Policy: Building, Fire and Casualty Insurance (Based on construction/reconstruction/replacement costs) including a list of facility locations and

values with receivers/antennas/radio equipment, special form blanket coverage recommended.

B. Contents (Furniture/Fixtures/Equipment Replacement), Equipment Breakdown coverage.
C. Business Income and Extra Expense: with a limit at or greater than 50% of annual revenue.
D. Portable Equipment (Tools/Equipment that are mainly used off premises).
E. Crime Coverage - $250,000 minimum including computer fraud/funds transfer and forgery/alteration with "faithful performance" included.
F. General Liability ($1,000,000 minimum per occurrence, $2,000,000 Aggregate minimum).
G. Employment Related Practices Liability Insurance (EPLI) $1,000,000 minimum, claims made coverage with prior acts included.
H. Cyber Liability - $1,000,000 minimum limit, Cyber Extortion (Ransom) coverage.
I. Directors and Officers (Public Officials) (Covers Board Members) and Errors and Omissions Insurance (Dispatch Error): ($1,000,000 per occurrence minimum/claims made coverage with prior acts included) (Umbrella coverage should provide additional coverage limits).
J. Automobile Insurance: Physical Damage Coverage for owned vehicles with respective values; and Liability Coverage: $1,000,000 Combined Single Limit including Uninsured/Underinsured Motorist Coverage. If no "owned" vehicles, then $1,000,000 Hired and Non-Owned Policy.
K. Workers Compensation: Statutory limits.
L. Umbrella/Excess Liability: $10,000,000 minimum coverage limits. Follow form coverage to provide excess coverage over General Liability, Automobile Insurance, Directors/Officers and EPLI.

9.1. Notification of Participating Agencies' Insurers; WC3'S Additional Insured Status.

As a condition of membership, each Participating Agency shall provide a certificate of insurance and an endorsement issued by its insurer(s) that confirms participation by the Participating Agency in all aspects of the WC3 (and the WC3 JETSB) and all of the officials, officers, employees, agents, representatives and volunteers of each Participating Agency who perform services, directly or indirectly, for the WC3 (and the WC3 JETSB), including all persons who are appointed to serve on the Board, committee or any subcommittee, shall be covered by the insurance policies that are in effect and cover the Participating Agency. The certificates of insurance and endorsement shall also specifically state that the intergovernmental cooperative arrangement known as "West Central Consolidated Communications" and the "West Central Consolidated Communications Joint Emergency Telephone System Board" (and all of the WC3'S officials, officers, employees, agents, representatives and volunteers) are additional insureds of the Participating Agency. Copies of the certificates of insurance and endorsements for each Participating Agency shall be delivered to the Chair of the Board at the same time an executed copy of this Agreement is delivered.

9.2. WC3's Insurance; Participating Agency's Additional Insured Status.

The WC3 shall provide a certificate of insurance and an endorsement issued by its insurer(s) that confirms that each Participating Agency of the WC3 (and the WC3 JETSB) and all of the officials, officers, employees, agents, representatives and volunteers of each Participating Agency who perform services, directly or indirectly, for the WC3 (and the WC3 JETSB), including all persons who are appointed to serve on the Board, committee or any subcommittee, shall be listed as additional insureds under the insurance policies that are in effect and cover the WC3 (and the WC3 JETSB).

9.3 Primary Coverage.

For purposes of the matters covered by this Agreement only, the insurance coverages maintained by the Participating Agencies shall be secondary to the insurance coverages maintained by the WC3, for itself and its appointed officials, employees, agents, representatives and volunteers. Any insurance or self-insurance maintained by the WC3, for itself and its appointed officials, employees, agents, representatives and volunteers, shall be the first level of insurance coverage and the Participating Agencies' insurance coverages shall be in excess of the WC3's insurance coverages and will not contribute with such insurance coverages. Once the maximum level of insurance coverage maintained by the WC3 is exhausted, each of the Participating Agencies' insurance coverages will take effect on an equal-share basis (e.g., four (4) Participating Agencies will each be responsible for one-fourth of the liability) and will contribute to satisfy any claim, loss, damages, settlement, judgment, legal fees and litigation costs (defense attorney's fees and costs and plaintiff attorney's fees and costs).

9.4 The Village of North Riverside Ownership Interest in WC3 PSAP.

The Village of North Riverside, as the owner of the WC3 PSAP, shall be solely responsible for maintaining all necessary types of building, fire and casualty property and liability insurance and other types of insurance to cover the actual building and other improvements that comprise the WC3 PSAP that are not covered by the WC3's insurance. If there is a conflict in priority of insurance coverage, the WC3's insurance shall be primary to the Village of North Riverside's insurance coverages, as the WC3 is a tenant of the Village of North Riverside.

9.5. Reporting.

In the event of a claim, demand, lawsuit or other action filed against any Participating Agency or the WC3 or the WC3 JETSB and/or its officials, employees, agents, representatives and volunteers, the Participating Agency or the WC3 shall notify, in writing, each of the Participating Agencies so that they can notify their insurers of such claim, demand, lawsuit or other action. Any failure to comply with reporting provisions of any policy by a Participating Agency shall not affect coverage and the

indemnification and defense obligations provided to the WC3 or the WC3 JETSB and/or its officials, employees, agents, representatives and volunteers.

9.6. Severability of Interests/Cross Liability.

The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's ability.

9.7. All Coverage.

Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled or reduced in coverage or in limits except after thirty (30) days prior written notice to the Chair of the Board of the WC3 by certified mail, return receipt requested.

9.8. Acceptability of Insurers.

Insurance is to be placed with insurers with a Best's rating of no less than A- and licensed to do business in the State of Illinois.

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ARTICLE X
ADDITIONAL MEMBERS

10.0. Eligibility.

All municipalities, fire protection districts and other units of local government, as well as other providers of public safety services, which have a responsibility for the provision of life-safety services and other public safety services and which are authorized by Illinois law to contract or otherwise associate with other local government entities for the purposes heretofore set forth, are eligible to join WC3, as provided herein.

10.1. Approval of New Members.

Upon approval as required herein, a new member shall have those rights and obligations as set forth in an addendum to this Agreement that contains the terms and conditions of membership as agreed to by the Board of Directors and the new member. Approval of a new member shall be contingent upon each of the following:

A. Approval and execution of an addendum to this Agreement;

B. Delivery to WC3 of a certified copy of a duly enacted resolution in proper form authorizing and directing execution of an addendum to this Agreement, and further agreeing to be bound by this Agreement and the By-Laws (if adopted), as those documents are amended from time to time, and accepting liability for its proportionate share of all existing and future debts and liabilities of WC3;

C. Payment to WC3 of a "non-refundable Capital and Operating Participation Fee" that relates to a portion of the Capital Costs incurred in the establishment of WC3 and a portion of the ongoing Operating Costs of WC3 that the new member is obligated to contribute towards, and, if necessary, the payment of additional Capital Costs needed to update the equipment and facilities to allow for the service of the new member and not diminish the existing service level of the other Participating Agencies, as determined by the Board based on information provided by the Executive Director, any WC3-retained consultant and/or WC3's auditor. The use of any additional Capital Costs received from a new member shall be determined by the Board with input from the Executive Director, any WC3-retained consultant and/or WC3's auditor;

D. Timely payment of all fees, costs and financial obligations required by this Agreement, an addendum or as determined by the Board;

E. The Board's determination that WC3 can adequately serve the new member without diminishing the ability of WC3 to continue to serve the other Participating Agencies; and

F. Approval by a unanimous vote of the Board.

ARTICLE XI

WITHDRAWAL, TERMINATION AND DISSOLUTION

11.0. Voluntary Withdrawal.

An Initial Participating Agency may, at any time after sixty (60) consecutive months after the Effective Date of this Agreement, give written notice of its intent to withdraw from WC3, subject to the below conditions in this Section. All other Participating Agencies may, at any time after twenty-four (24) consecutive months after joining WC3, give written notice of its intent to withdraw from WC3, subject to the below conditions of this Section. Voluntary withdrawal shall be subject to the following conditions:

A. Withdrawal shall not take effect for twenty-four (24) consecutive months from the date of such notification.

B. Upon withdrawal, the withdrawing member shall continue to be responsible for:

(1) Its share of all WC3 fees and costs through the effective date of its withdrawal or the end of its allocated share of all WC3 financial obligations;

(2) Any contractual obligations it has signed separately with WC3; and

(3) The Recapture Fee, as determined by the Board with input from the Executive Director, any WC3-retained consultant and/or WC3's auditor.

If the withdrawal results in termination of this Agreement, then the withdrawing member shall participate in the termination of this Agreement and the dissolution of WC3 as set forth herein.

11.1. Involuntary Withdrawal.

A. Upon a two-thirds (2/3rds) vote of the Board of Directors, a Participating Agency's participation in the WC3 may be terminated for the following reasons:

(1) The non-payment of any required fees, costs and other financial obligations within thirty (30) days of written notice, if the non-payment is not timely resolved as provided for below.

(2) Conduct by the Participating Agency or any of its employees, agents, contractors or representatives that violates any of the terms of this Agreement, any adopted By-laws, or its service agreement or other applicable laws or governmental regulations.

(3) Non-compliance with or conduct by the Participating Agency or any of its employees, agents, contractors or representatives that violates any protocols, orders, directives of the Board of Directors, the Operating Board, the Executive Director, or industry standards or applicable laws or governmental regulations in regard to the operation of the WC3 or the System or the participation within the System.

Prior to taking a vote to terminate for an uncured default, the Board of Directors shall provide to the Participating Agency an opportunity to have its alleged default resolved pursuant to the provisions of Section 11.4. (Dispute Resolution; Negotiation) below.

B. The non-payment of any required fees, costs and financial obligations required by this Agreement within thirty (30) days of notice by WC3 as set forth herein, or the refusal or failure of any Participating Agency to be bound by any obligations of WC3, shall constitute a default under this Agreement. The default may be cured within the thirty (30) days following receipt of a notice of default. Involuntary withdrawal shall be subject to the following conditions:

(1) Withdrawal shall take effect immediately or on a date established by a vote of two-thirds (2/3rds) the Board of Directors.

(2) Upon withdrawal, the withdrawing Participating Agency shall continue to be responsible for:

a. Its share of all WC3 fees and costs and its allocated share of all WC3 financial obligations required by this Agreement for a one (1) year period commencing as of the date that the Board of Directors votes to terminate the membership of the Participating Agency;

b. Any contractual obligations it has signed separately with WC3; and

c. The Recapture Fee.

11.2. Termination and Dissolution.

A. If the Board determines that the withdrawal of a Participating Agency reduces the number of Participating Agencies to less than that feasible to keep WC3 operational, or upon the vote of two-thirds (2/3rds) of the Participating Agencies to dissolve, then this Agreement shall be terminated as of an effective date to be determined by the Board.

B. Upon such termination, and after payment of all debts, all assets and all liabilities of WC3, remaining funds shall be distributed among those Participating Agencies who were active members of WC3 at the time of termination or dissolution, in proportion to their respective payments to WC3 during the preceding three (3) years. The Participating Agencies shall share equally in all costs pertaining to debts and liabilities of WC3 and any other costs associated with terminating the operations of WC3 and the dissolution of WC3. As part of a dissolution of WC3 and a termination of this Agreement, a Recapture Fee shall be paid by those certain Participating Agencies who are subject to payment of the Recapture Fee as determined by this Agreement.

C. Upon such termination, and after payment of all debts and liabilities, the Participating Agencies shall cooperate to wind down the WC3 as follows:

(1) The fixed assets of the WC3 shall be declared surplus property and sold by auction or sealed bid or as allowed by applicable law after at least a prior thirty day (30) public notice is issued. The proceeds from the sale of the fixed assets and all cash, less the payment of any and all debts and liabilities, shall be divided among the active Participating Agencies at the time of dissolution in proportion to their average respective Annual Service Fees paid during the preceding three (3) fiscal years. If the debts and liabilities exceed the proceeds of the sold assets, payment of the remaining debts and liabilities shall be made by contributions by all active Participating Agencies, at the time of dissolution, in proportion to their average respective Annual Service Fees paid during the preceding three (3) fiscal years.

(2) All Participating Agencies shall share on a proportionate basis (as noted in Subsection (1) above) in the payment or satisfaction of all debts and liabilities of WC3 and any other costs, fees and charges associated with terminating the operations of WC3 and the dissolution of WC3.

(3) As part of a dissolution of WC3 and a termination of this Agreement, a Recapture Fee shall be paid by those certain Participating Agencies who are subject to the Recapture Fee. The Board of Directors, with input from the Executive Director, any WC3-retained consultant and/or WC3's auditor, will determine the value of any Recapture Fees.

(4) All public records, individual files and documentation shall be discarded in accordance with the regulations of the Local Records Act, upon approval of the Local Records Commission, or shall be distributed to the applicable Participating Agency which has jurisdiction of the subject matter of the file or documentation for retention, without charge or offset.

11.3. Withdrawal of Participating Agency or Dissolution of WC3; Surcharge Funds.

Upon withdrawal of a Participating Agency or the dissolution of the WC3, all monies that are allocated or attributable to the Participating Agency that are received or collected prior to or after the effective date of the withdrawal or termination to pay for the operation and maintenance of WC3's System from any surcharge or revenue source authorized by any federal or State law, including Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), shall be made available to the Participating Agency for use in accordance with applicable federal or State law, but only

after the allocated portion of the Participating Agency's debts, liabilities and obligations pertaining to its participation in WC3 or its withdrawal from WC3 or the dissolution of WC3 have been fully paid.

11.4 Dispute Resolution; Negotiation.

The Participating Agencies desire to resolve any future disputes that may arise between them relative to this Agreement by avoiding termination of a Participating Agency in WC3 or litigation. Accordingly, the Participating Agencies agree to engage in good faith negotiations to resolve any such dispute. If any Participating Agency has a dispute about a violation, interpretation or application of a provision of this Agreement, or if a dispute arises regarding a Participating Agency's failure to comply with the terms of this Agreement, then a written notice prepared by the affected party or his/her/its representative (e.g., the Board of Directors, the Operating Board, the Executive Director or one or more Participating Agencies) shall be served on the Executive Director and upon the Participating Agency at issue as provided in Article XVI of this Agreement. The written notice shall set forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The Executive Director then, within ten (10) calendar days of receipt of the notice or issuance of the notice, shall schedule a date to conduct a conference to resolve the dispute. Such conference shall be conducted by the Executive Director within thirty (30) calendar days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the Parties may mutually agree), then either party may pursue remedies available under this Agreement or available under applicable law. The Executive Director shall update the Board of Directors and the Operating Board on the status of such dispute resolution efforts.

ARTICLE XII

CONTRACTS

12.0. Execution of Contracts.

The Board may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of WC3, and such authority may be general or confined to specific instances.

ARTICLE XIII

DISPATCH CENTER AND FACILITIES

13.0. WC3 Dispatch Center - Primary.

The Village of North Riverside currently operates a full service dispatch center from a facility located at 2359 South Desplaines Avenue, North Riverside, Illinois (the "North Riverside Dispatch Facility"). Under this Agreement, the North Riverside Dispatch Facility shall be the primary site where WC3 dispatchers and other WC3 employees work on a daily basis and provide Dispatch Services (also referred to as the "WC3 Dispatch Center" or "WC3 PSAP"). Under this Agreement, the North Riverside Dispatch Facility also shall be used as the primary storage facility for all of the computer servers and other technology necessary to operate the WC3 PSAP and the System.

13.1. WC3 Dispatch Center – Backup Dispatch Center.

The Berwyn Dispatch Facility, owned and operated by the City Berwyn, Illinois and located at 401 West 31st Street, Berwyn, Illinois, shall serve as the back-up dispatch facility for purposes of performing Dispatch Services for WC3 (referred to as "WC3 Backup PSAP") pursuant to a separate intergovernmental agreement to be entered into by the WC3 and the City of Berwyn. The WC3 PSAP and the WC3 Back-Up PSAP are collectively referred to in this Agreement as the "WC3 PSAPS". Under the separate intergovernmental agreement, the Berwyn PSAP and the WC3 PSAP will serve as backup PSAPs for the other. In the event the City of Berwyn declines to or cannot serve as a backup PSAP for the WC3, then the WC3 will take appropriate action and secure the necessary state approvals to enter into an intergovernmental agreement with another unit of local government for backup PSAP services.

13.2. Provision of Dispatch Services.

Dispatch Services shall be provided by the WC3 Dispatch Center in accordance with the WC3 Dispatch Center Policies and Procedures Manual, as adopted, maintained and updated by the Board upon recommendation of the Executive Director and the Operating Board. A copy of the WC3 Dispatch Center Policies and Procedures Manual shall be incorporated by reference into this Agreement and made a part hereof.

13.3. Lease of WC3 Dispatch Center.

For the duration of this Agreement, the Village of North Riverside agrees to lease WC3 Dispatch Center and all of its fixtures and existing equipment to the WC3, for $1.00 per year, for use in accordance with the terms of this Agreement. Under the leasehold interests that are created by this Agreement, the WC3 and its officials, officers and employees shall have a right of access in WC3 Dispatch Center for purposes of maintaining and operating the System and complying with the obligations of this Agreement. Upon termination of this Agreement, the leasehold interests and rights of access that are created by this Agreement that pertain to WC3 Dispatch Center shall terminate without further notice or action by WC3 or any Participating Agencies.

A. **Termination of Agreement.** At the time of termination of this Agreement, title to any and all fixtures, equipment, software or hardware relating to the System or to WC3's operations that are installed or located within WC3 Dispatch Center shall automatically be declared by WC3 to be surplus property and shall be conveyed to the then-owners of WC3 Dispatch Center, subject to payment of Recapture Fees by the Participating Agencies who own those buildings. Unless otherwise agreed to in writing, WC3 and the other Participating Agencies shall not obtain any ownership rights or access rights (beyond the lease-access rights contained in this Agreement) in WC3 Dispatch Center.

B. **Termination or Withdrawal by Brookfield or Riverside.** In the event that Brookfield or Riverside withdraws from or terminates its participation in the WC3, then the respective lease arrangement provided by this Agreement for the WC3 Dispatch Center as to the withdrawing party shall also terminate, subject to payment of Recapture Fees as determined by the Board of Directors.

13.4. Training of Dispatch Center Personnel.

All WC3 Dispatch Center employees shall be trained, certified and/or receive additional periodic training, on an as-needed basis, at the direction of the Executive Director, in all technical areas and disciplines relating to the provision of the Dispatch Services and the use of all Dispatch Center equipment, computers and other technology in accordance with applicable laws and regulations and the WC3 Dispatch Center Policies and Procedures Manual, including but not limited to: Emergency Medical Dispatch (E.M.D.) protocol, the Law Enforcement Data System program ("LEADS"), the National Crime Information Center program ("NCIC"), the Illinois Commerce Commission 9-1-1 regulations ("ICC 9-1-1"), the Northern Illinois Police Alarm System program ("NIPAS"), the Illinois Law Enforcement Alarm System program ("ILEAS"), the Mutual Aid Box Alarm System program ("MABAS"), and the Illinois Public Works Mutual Aid Network program ("IPWMAN").

13.5. Radio Transmission Intergovernmental Cooperation Agreement.

The Board of Directors with input from the Executive Director, the Operating Board and any technology consultants shall evaluate and determine what radio frequency transmission system ("RFTS") is required for the WC3 and the WC3 PSAP for purposes of operating a police department-related RFTS and a fire department RFTS to serve the Participating Agencies and to comply with its obligations under any related intergovernmental agreements such as a backup PSAP agreement. The WC3 shall obtain and comply with all applicable Federal Communications Commission ("FCC"), state, county and local radio license, equipment and operational laws and regulations.

13.5.1. Radio Transmission Obligations. The Participating Agencies and any Non-Members, at their own cost, are required to obtain, maintain and upgrade, as needed, their own radio infrastructure and radio signals to be delivered to the WC3 PSAP or the WC3 Backup PSAP and to receive such radio signals

from the WC3 PSAP or the WC3 Backup PSAP in a manner that is compatible with the capabilities of the RFTS operated by the WC3 PSAP and the WC3 Backup PSAP.

13.6. Registration and Certification.

The Executive Director, or his/her designee, shall communicate with and prepare and file all required documents with the Illinois Commerce Commission (pre-January 1, 2017) or the Office of Statewide 9-1-1 Administrator of the Illinois Department of State Police (post-January 1, 2017) and such other local, county, state and federal regulatory agencies to obtain and then maintain and update WC3's regulatory registrations, certifications, licenses and approvals.

13.7. Accreditation.

The Board of Directors, with input from the Operating Board and the Executive Director, may explore and evaluate options for applying for and receiving accreditation status from national and State recognized accreditation organizations that pertain to the Services performed by the WC3. The Board of Directors may determine the viability of and timetable for pursuing accreditation from one or more accreditation organizations after evaluating and determining that WC3 has adequate staffing and budgetary resources to pay for the costs associated with achieving and maintaining accreditation status.

13.8. Member Equipment.

Each Participating Agency shall be responsible for the costs of acquisition, installation and maintenance of the equipment which is unique to that Participating Agency and not a benefit to the WC3 or the WC3 PSAP as a whole. Examples of such unique equipment include, but are not limited to, squad car, ambulance and fire equipment radios, and wireless phones and pagers. Any dispute which arises as to whether the cost or expense of any such equipment or service should be borne by a Participating Agency or by the WC3 shall be resolved under Section 11.4 (Dispute Resolution; Negotiation) below.

13.9. Inmate Detention Area at North Riverside Dispatch Center. Any arresting authority (i.e., a law enforcement agency) who is affiliated with the WC3 (e.g., a Member or Non-Member with a service agreement) may use the inmate detention facility at the Village of North Riverside Police Station / WC3 PSAP; however, the arresting authority shall be responsible to provide or pay to the Village of North Riverside an agreed upon fee for each inmate held, which relates to meals and detention and processing costs, and the arresting authority shall also be obligated to directly pay all medical service providers or medical billing companies for all medical expenses incurred for medical care or treatment relating to the arrestee on account of an injury suffered by the arrestee during the course of his/her arrest or while in the custody of the arresting authority. The Village of North Riverside Police Department shall provide monitoring of inmates at the lockup at no charge to the arresting authority.

ARTICLE XIV

INDEMNIFICATION

14.0. Indemnification Generally.

14.1. Individuals.

The WC3 shall indemnify, defend and hold harmless any person who is made a party to any claim, lawsuit, action or proceeding by reason of the fact that he/she served as an appointed or designated or assigned representative of one of the Participating Agencies (e.g., treasurer, chief financial officer, finance director, fire chief, police chief, IT staff, liaison, board or committee or subcommittee member) and performed services or work for the WC3, against and from any expenses (including reasonable attorneys' fees and litigation defense costs), judgments, losses, fines and amounts paid in settlement actually and reasonably incurred in connection with such claim, lawsuit, action or proceeding, that arise from or relate to any matters covered by this Agreement, or any acts or omissions in the performance of any services or work furnished by the person under this Agreement, except to the extent caused by the sole negligence of the person, or to the extent caused by willful and wanton conduct of the person or any conduct that is outside of the scope of authorized and lawful duties or activities to be performed on behalf of the WC3. The determination of whether an individual acted in a willful and wanton manner or outside of the scope of authorized and lawful duties or activities to be performed on behalf of the WC3 shall be made by a two-thirds (2/3rds) vote of the Board holding office. This indemnification shall not apply to punitive damages or if indemnification would otherwise be prohibited by law or if the alleged acts or omissions constitute willful and wanton conduct by a person seeking indemnification or such person acted outside of the scope of authorized and lawfully duties or activities to be performed on behalf of the WC3.

14.2. Participating Agency or Participating Agencies.

Section 15.1 of the Act (50 ILCS 750/15.1), as presently in effect, and as amended by Public Act 99-006 (effective July 2, 2015), provides immunity to a public agency, public safety agency, emergency telephone system board, or unit of local government assuming the duties of an emergency telephone system board, as well as any officer, agent or employee of such entity. As applicable, the WC3 agrees to assert all available immunity defenses to any claim, action, suit or proceeding that relates to any matter covered by this Agreement filed against the WC3 and its officials, officers, employees, agents, representatives and volunteers and any of its Participating Agencies and their respective appointed and elected officials, employees, agents, representatives and volunteers. To the extent such indemnification is required by Section 15.1 of the Act (50 ILCS 750/15.1) and in accordance with insurance coverage limitations of this Agreement, the WC3 shall indemnify, defend and hold harmless any Participating Agency who is made a party to any claim, lawsuit, action or proceeding by reason of the Participating Agency's participation in the WC3 or any of its actions taken under this Agreement or the performance of any services or work by any of the officials, officers, employees, agents , representatives and volunteers who perform any duties for the WC3 in any appointed, designated or assigned capacity as a Participating Agency's "representative" or any actions taken by other Participating Agencies or their representatives or other third parties, against and from any expenses (including reasonable attorneys' fees and litigation defense costs), judgments, losses, fines and amounts paid in settlement actually and reasonably incurred in connection with such claim, lawsuit, action or proceeding, that arise from or relate to any matters covered by this Agreement, or the Participating Agency's participation in the WC3 or any of its actions taken under this Agreement or any acts or omissions in the performance of any

services or work furnished by any of its representatives for the WC3 or any acts or omissions in the performance of any services or work furnished by other Participating Agencies or their representatives or other third parties, except to the extent caused by the sole negligence of the Participating Agency or its representative, or to the extent caused by willful and wanton conduct of the Participating Agency or its representative or any conduct that is outside of the scope of authorized and lawfully duties or activities to be performed on behalf of the WC3. The determination of whether a Participating Agency or its representative acted in a willful and wanton manner or outside of the scope of authorized and lawful duties or activities to be performed on behalf of the WC3 shall be made by a two-thirds (2/3rds) vote of the Board holding office. This indemnification shall not apply to punitive damages or if indemnification would otherwise be prohibited by law or if the alleged acts or omissions constitute willful and wanton conduct by a Participating Agency or its representative (its officials, officers, employees, agents, representatives and volunteers) seeking indemnification or such Participating Agency or its representative acted outside of the scope of authorized and lawfully duties or activities to be performed on behalf of the WC3.

14.3. Not Employees of WC3.

The officials, officers, employees, agents, representatives and volunteers who perform any duties for the WC3 in any appointed, designated or assigned capacity as a Participating Agency's "representative" shall not be employees of the WC3 and shall not be eligible for any kind of employment benefits from the WC3, including but not limited to unemployment, disability or pension benefits, and worker's compensation benefits, Illinois Public Employee Disability Act ("PEDA") benefits, and Illinois Public Safety Employee Benefits Act ("PSEBA") benefits.

14.4. Participating Agencies Responsible for Own Employment Benefits Liabilities.

Each Participating Agency shall be responsible for all employment benefits and related liabilities, unemployment, disability or pension benefits and related liabilities, worker's compensation claims and related liabilities, PEDA claims and related liabilities, PSEBA claims and related liabilities that pertain to or arise from any of its employees, officials, officers, volunteers or agents who perform any services or work for the WC3 in any appointed, designated or assigned capacity as the Participating Agency's "representative" (e.g., treasurer, chief financial officer, finance director, fire chief, police chief, IT staff, liaison, director, officer, board or committee member).

14.5. Waiver of Claims.

Each Participating Agency waives and releases all claims, actions and causes of actions of any kind, including all liabilities, obligations, damages, losses, judgments and expenses of any kind, that is has or could have against WC3 or any of its other Participating Agencies relating to any employment benefits

and related liabilities, unemployment, disability or pension benefits and related liabilities, worker's compensation claims and related liabilities, PEDA claims and related liabilities, PSEBA claims and related liabilities that relate to or arise from any of its employees, officials, officers, volunteers or agents who perform any services or work for the WC3 in any appointed, designated or assigned capacity as the Participating Agency's "representative" (e.g., treasurer, chief financial officer, finance director, fire chief, police chief, IT staff, liaison, director, officer, board or committee member).

14.6. Indemnification – Mutual Obligations.

To the fullest extent permitted by law, each of the Participating Agencies agrees to defend, indemnify and hold harmless each of the other Participating Agencies and their respective appointed and elected officials, employees, agents, representatives and volunteers from and against any and all claims, demands, losses, damages, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the Participating Agency, or its respective appointed and elected officials, employees, agents, representatives and volunteers, in the performance of or with relation to any of the actions, work or services to be performed or performed under this Agreement, including any actions, work or services performed by the WC3 and any of its appointed officials, employees, agents and representatives, including the members of the WC3 JETSB, except to the extent caused by the sole negligence of or willful and wanton conduct of one or more of the other Participating Agencies, or its respective appointed and elected officials, employees, agents, representatives and volunteers.

14.7. Indemnification – New Participating Agencies.

Each new Participating Agency shall be obligated to sign an Addendum to this Agreement in order to participate in the WC3, and shall be obligated to comply with all of the terms of this Agreement, as amended, including the above Indemnification provision or any amendments thereto.

ARTICLE XV

PUBLIC WORKS / ESDA / ADMINISTRATIVE DISPATCHING

15.0. Other Dispatching Services.

Subject to an evaluation by the Operating Board of WC3's capabilities and its ability to deliver such dispatching services and their associated additional costs to WC3, each Participating Agency may receive public works services, management services and/or administrative services from WC3, in the discretion of the Board of Directors. If there are additional costs to deliver such dispatching services, the Board of Directors shall determine the allocation of payment of such costs based on a recommendation of the Operating Board.

ARTICLE XVI
LEAD AGENCY

16.0. Lead Agency.

Subject to approval by the Board of Directors, the WC3 may serve as lead agency in grant or loan applications or other intergovernmental cooperative arrangements for lawful, public purposes involving the WC3 and other third parties, including any of its Participating Agencies.

16.1. Intergovernmental Arrangements.

Subject to approval by the Board of Directors, the WC3 may enter into appropriate intergovernmental agreements with one or more Participating Agencies or with other third parties for any lawful, public purposes.

ARTICLE XVII
MISCELLANEOUS

17.0. Limitation of Liability.

The liabilities, contracts, obligations, debts and property of WC3 shall not be considered in any way a liability, contract, obligation, debt or property of the individual Participating Agencies which together form WC3. No officer, agent, employee or director of WC3 shall have any authority under this Agreement to extend the contractual liability of any party hereto in any manner not approved by the Board of Directors.

17.1. Amendments.

17.1.1. Amendments to any portion of this Agreement that pertain to administrative or operational matters regarding the WC3 and its Board or the Executive Director, shall be authorized by the Board and do not require approval of the Corporate Authorities of each of the Participating Agencies. Such amendments shall be memorialized in writing, approved by the Board, automatically incorporated into this Agreement, and transmitted to the Corporate Authorities of each of the Participating Agencies.

17.1.2. Amendments to this Agreement that pertain to membership and admission of new Members, scope of Services to be delivered by the WC3 that extend beyond what is reasonably contemplated by this Agreement, and other matters not covered under Section 16.1. shall be subject to prior written approval of the Corporate Authorities of each of the Participating Agencies. Such amendments to this Agreement shall be made by written addendum or amendment duly authorized and adopted by the Corporate Authorities of each Participating Agency who desire to continue to participate in this Agreement

17.3. Duration.

This Agreement and WC3 shall continue in effect until terminated as provided herein.

17.4. Remedies.

Since the purpose of this Agreement is to provide communications services on an ongoing basis, money damages or termination of this Agreement will not be an adequate remedy in the event of a default. Accordingly, the Parties hereto explicitly agree that any one or more Parties hereto aggrieved by the default hereunder of any one or more other Parties shall be entitled, upon a proper showing of default, to a decree of specific performance of any covenant hereunder from a court of competent jurisdiction and that the alleged adequacy of legal remedies shall not be a defense in an action for specific performance. Nothing in this Agreement shall be construed to deprive an aggrieved party of any remedy afforded by law. Before filing any litigation, the Participating Agencies agree to first attempt to resolve any dispute or conflict by participating in good faith in the dispute resolution process set forth in Section 11.4 (Dispute Resolution; Negotiation) above.

17.5. Assignment.

The rights or obligations of each Participating Agency under this Agreement may not be transferred.

17.6. Severability.

If any part of this Agreement is determined to be invalid by a court of law, such adjudication shall not affect the validity of this Agreement as a whole or of any other part.

17.7. Notices.

Any notice required under this Agreement shall be in writing and deemed to be given on the date of mailing if sent by registered or by certified mail, return receipt requested, or via facsimile to the address or addresses of the Parties' principal administrative offices addressed to the Mayor or Village President or the Village Administrator/Village Manager. Such notices may also be delivered by messenger delivery, overnight express mail or personal delivery. Electronic notice (via email) may be used for any administrative matters, including, but not limited to, meeting reminders and distribution of agenda packets.

17.8. Headings.

Section headings and titles are descriptive only and do not in any way limit or expand the scope of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the respective dates set forth below. This Agreement may be executed in duplicate originals.

SIGNATURE PAGES TO FOLLOW

SIGNATURE PAGE FOR VILLAGE OF RIVERSIDE

IN WITNESS WHEREOF, the below authorized official of the Village of Riverside has signed this Agreement pursuant to legal authorization granted to him under the Constitution of the State of Illinois (Ill. Const. Art. VII, Section 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), and the corporate approval granted by passage of a resolution by the Corporate Authorities of the Village of Riverside.

Village of Riverside

_____

_____, Village President

Date:_____, 2016

Attest:

_____

_____, Village Clerk

Date:_____, 2016

SIGNATURE PAGE FOR VILLAGE OF NORTH RIVERSIDE

IN WITNESS WHEREOF, the below authorized official of the Village of North Riverside has signed this Agreement pursuant to legal authorization granted to him/her under the Constitution of the State of Illinois (Ill. Const. Art. VII, Section 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), and the corporate approval granted by passage of a resolution by the Corporate Authorities of the Village of North Riverside.

Village of North Riverside

_____

_____, Village President

Date:_____, 2016

Attest:

_____

_____, Village Clerk

Date:_____, 2016

SIGNATURE PAGE FOR VILLAGE OF BROOKFIELD

IN WITNESS WHEREOF, the below authorized official of the Village of Brookfield has signed this Agreement pursuant to legal authorization granted to him/her under the Constitution of the State of Illinois (Ill. Const. Art. VII, Section 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), and the corporate approval granted by passage of a resolution by the Corporate Authorities of the Village of Brookfield.

Village of Brookfield

_____

_____, Village President

Date:_____, 2016

Attest:

_____

_____, Village Clerk

Date:_____, 2016

Exhibit "A"

Start-Up Operating Budget

(incorporated by reference)

Exhibit "B"

Capital Implementation Budget and Annual Capital Budgets

(incorporated by reference)

2016 RESOLUTION NO. _____
A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY THE VILLAGES OF BROOKFIELD, NORTH RIVERSIDE AND RIVERSIDE TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS "WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3")" FOR THE OPERATION AND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM

(Village of Riverside, Cook County, Illinois)
which was passed by the Board of Trustees of the Village of Riverside at a Regular Meeting held on the __ day of _____, 2016, at which meeting a quorum was present, and approved by the Village President of the Village of Riverside on the __ day of _____, 2016.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Riverside was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Riverside, and that the result of said vote was as follows, to-wit:
AYES:_____
NAYS:_____
ABSENT:_____

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Riverside, Illinois, this ___ day of _____, 2016.

_____
Village Clerk

VILLAGE OF RIVERSIDE
BOARD MEETING
AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE:
AN ORDINANCE AMENDING TITLE 1 (ADMINISTRATION), CHAPTER 18 (POLICE MATTERS), SECTION 1-18-11 (EMERGENCY TELEPHONE SYSTEM BOARD) OF THE VILLAGE CODE OF THE VILLAGE OF RIVERSIDE TO DISSOLVE THE RIVERSIDE EMERGENCY TELEPHONE SYSTEM BOARD AND RECOGNIZE THE VILLAGE OF RIVERSIDE'S PARTICIPATION IN A JOINT EMERGENCY TELEPHONE SYSTEM BOARD CREATED VIA AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A CONSOLIDATED JOINT EMERGENCY DISPATCH SYSTEM KNOWN AS THE WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3")

AGENDA NO.: _____
MEETING DATE: JUNE 16, 2016
LEGAL REVIEW: Village Attorney: _____
RECOMMENDED FOR BOARD ACTION: Village Manager:

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):

If the Board approves the Resolution approving and authorizing the execution of an intergovernmental agreement entered into by the Villages of Brookfield, North Riverside and Riverside to establish an intergovernmental cooperative venture known as "West Central Consolidated Communications ("WC3") for the operation and maintenance of a combined dispatch and communication system, the next step is to dissolve the Village of Riverside's Emergency Telephone System Board.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

The termination of the Village's ETSB will be effective only upon the regulatory approval of the West Central Consolidated Communications by the 9-1-1 Administrator of the Illinois Department of State Police ("IDSP").
Riverside's ETSB can and will continue to utilize funds that are budgeted during the fiscal and will continue to meet, as needed, until the consolidated dispatch center is established.

ACTION PROPOSED:
A MOTION TO APPROVE AN ORDINANCE AMENDING TITLE 1 (ADMINISTRATION), CHAPTER 18 (POLICE MATTERS), SECTION 1-18-11 (EMERGENCY TELEPHONE SYSTEM BOARD) OF THE VILLAGE CODE OF THE VILLAGE OF RIVERSIDE TO DISSOLVE THE RIVERSIDE EMERGENCY TELEPHONE SYSTEM BOARD AND RECOGNIZE THE VILLAGE OF

RIVERSIDE'S PARTICIPATION IN A JOINT EMERGENCY TELEPHONE SYSTEM BOARD CREATED VIA AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A CONSOLIDATED JOINT EMERGENCY DISPATCH SYSTEM KNOWN AS THE WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3")

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 1 (ADMINISTRATION), CHAPTER 18 (POLICE MATTERS), SECTION 1-18-11 (EMERGENCY TELEPHONE SYSTEM BOARD) OF THE VILLAGE CODE OF THE VILLAGE OF RIVERSIDETO DISSOLVE THE RIVERSIDE EMERGENCY TELEPHONE SYSTEM BOARD AND RECOGNIZE THE VILLAGE OF RIVERSIDE'S PARTICIPATION IN A JOINT EMERGENCY TELEPHONE SYSTEM BOARD CREATED VIA AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A CONSOLIDATED JOINT EMERGENCY DISPATCH SYSTEM KNOWN AS THE WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3")
(Village of Riverside, Cook County, Illinois)

WHEREAS,the Village of Riverside (the "Village" or "Riverside") has established and operated an Emergency Telephone System Board ("ETSB") pursuant to Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4) as set forth in Title 1 (Administration), Chapter 18 (Police Matters), Section 1-18-11 (Emergency Telephone System Board) of the Village Codeof the Village of Riverside, as amended (the "Code"); and

WHEREAS, the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*) authorize the collection of certain surcharges to assist municipalities with the delivery of 9-1-1 services and wireless E-9-1-1 services (collectively referred to as "surcharges" or "surcharge funds"). The Village receives statutorily authorized surcharges and the Village's ETSB expends such surcharge funds in accordance with the applicable state laws; and

WHEREAS, Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective July 2, 2015), authorizes two or more municipalities that impose a surcharge pursuant to 50 ILCS 750/15.3 to establish by intergovernmental agreement a "Joint Emergency Telephone System Board" ("JETSB"), provided that the local emergency telephone system boards are terminated by ordinances that rescind their establishment, authority and operational functions; and

WHEREAS,the corporate authorities of the Village of Brookfield, an Illinois municipal corporation ("Brookfield"), the Village of North Riverside, an Illinois municipal corporation ("North Riverside"), and the Village of Riverside, an Illinois municipal corporation ("Riverside")(collectively referred to as the "Participating Agencies" or "Villages") have each agreed to adopt resolutions that approve an intergovernmental agreement entitled "Intergovernmental Agreement Entered Into by the Villages of Brookfield, North Riverside And Riverside to Establish an Intergovernmental Cooperative Venture Known As 'West Central Consolidated Communications' ("WC3") For The Operation and Maintenance Of A Combined Dispatch And Communication System" (the "WC3 Intergovernmental Agreement") that provides for the establishment of an intergovernmental cooperative venture known as the "West Central Consolidated Communications'" (also referred to as "WC3") for the operation, upgrade and maintenance of a centralized, combined emergency services dispatch and communication system that includes 9-1-1 services and wireless E-9-1-1 services (the "System") (the "WC3 Intergovernmental Agreement"). The WC3 Intergovernmental Agreement also provided for the creation of the WC3'S Joint

Emergency Telephone System Board ("WC3 JETSB").The Villages were authorized to approve the WC3 Intergovernmental Agreement")pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)); and

WHEREAS,in accordance with 50 ILCS 750/15.4(e) and as set forthunder Article V (Finances), Section 5.19 (Termination of Operation of Local Emergency Telephone System Board by Participating Agencies)of the WC3 Intergovernmental Agreement, the Villages agreedto adopt ordinances thatterminate the establishment, authority and operational functions of their respective local ETSBs, subject to two conditions: (1) each Village, in its own discretion, is allowed to use any of itsremaining surcharge funds to pay for budgeted items or obligations that exist in its current 2016/2017ETSB budget; and (2) the termination of the local ETSBs will be effective only upon the creation of the WC3 and the regulatory approval of the WC3 by the 9-1-1 Administrator of the Illinois Department of State Police ("IDSP") or such other governmental agency with regulatory oversight authority; and

WHEREAS,under Article VI (Operating Board), Section 6.0 (Composition) of the WC3 Intergovernmental Agreement,the members of the WC3'SOperating Board shall also serve as the members of WC3'SJoint Emergency Telephone System Board ("WC3JETSB"), as provided for under the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*); and

WHEREAS,in order to participate in the WC3 under the WC3 Intergovernmental Agreement, each of the Villages are required to adopt a code amendment ordinance that enacts the same or substantially the same code amendments as found in this Ordinance; and

WHEREAS,the President and Board of Trustees of the Village of Riverside desire to amend the provisions ofTitle 1 (Administration), Chapter 18 (Police Matters), Section 1-18-11 (Emergency Telephone System Board) of the Village Code to recognize the Village's participation in the WC3 Intergovernmental Agreement and the establishment of WC3'S JETSB, and to terminate the establishment, authority and operational functions of its local ETSB, subject to two conditions: (1) the use by the Village, in its own discretion, of any of its remaining surcharge funds to pay for budgeted items or obligations that exist in its current 2016/2017ETSB budget; and (2) the termination of its local ETSB will be effective only upon the creation of the WC3 and the regulatory approval of the WC3 and WC3'S JETSB by the 9-1-1 Administrator of the IDSP or such other governmental agency with regulatory oversight authority; and

WHEREAS, pursuant to the authority granted to the Village by the applicable provisions of the Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), the President and Board of Trustees of the Village of Riverside find that the below Code amendments are in the best interests of and for the protection of the health, welfare and safety of the Village, its residentsand the public, and they approve the Code amendments as set forth below.

BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF

THE VILLAGE OF RIVERSIDE, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: Subject to the conditions set forth below in Section 3 of this Ordinance, Title 1 (Administration), Chapter 18 (Police Matters), Section 1-18-11 (Emergency Telephone System Board) of the Village Code of the Village of Riverside, as amended, shall be further amended to read in its entirety as follows:

"TITLE 1(ADMINISTRATION)
CHAPTER 18 (POLICE MATTERS)
SECTION 1-18-11 (EMERGENCY TELEPHONE SYSTEM BOARD)
1-18-11-1: ESTABLISHMENT; MEMBERSHIP; AUTHORITY AND DUTIES:
1-18-11-2: DISSOLUTION OF LOCAL ETSB; RE-INSTATEMENT:
1-18-11-3: USE OF ETSB FUNDS; SURCHARGE FUNDS:
1-18-11-1: ESTABLISHMENT; MEMBERSHIP; AUTHORITY AND DUTIES:

A. Establishment. Pursuant to **Resolution No. 16-????** (adopted on_____, 2016), the Village approved an intergovernmental agreement entitled "Intergovernmental Agreement Entered Into by the Villages of Brookfield, North Riverside And Riverside to Establish an Intergovernmental Cooperative Venture Known As 'West Central Consolidated Communications' ("WC3") For The Operation and Maintenance Of A Combined Dispatch And Communication System" (the "WC3 Intergovernmental Agreement") that provided for the establishment of an intergovernmental cooperative venture known as the "West Central Consolidated Communications'" (also referred to as "WC3")for the operation, upgrade and maintenance of a centralized,combined emergency services dispatch and communication system that includes 9-1-1 services and wireless E-9-1-1 services (the "System"). The WC3 Intergovernmental Agreement also provided for the creation of the WC3'SJoint Emergency Telephone System Board ("WC3 JETSB").
B. Membership; Authority and Duties. The members of WC3'SJoint Emergency Telephone System Board shall be comprised of the members of the WC3'S Operating Board. The authority and duties of WC3'SJoint Emergency Telephone System Board shall be governed by Article VI (Operating Board)of theWC3 IntergovernmentalAgreement and the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*) and any other applicable laws.

1-18-11-2:DISSOLUTION OF LOCAL ETSB; RE-INSTATEMENT:
A. Dissolution of Local ETSB. Pursuant to **Ordinance No. 16-???? (adopted _____, 2016),** the Village's ETSB was dissolved effective upon the date of the regulatory approval of the WC3and WC3'S JETSB by the 9-1-1 Administrator of the Illinois Department of State Police or such other governmental agency with regulatory oversight authority.
B. Re-instatement of Local ETSB. In the event the Village withdraws from participation in the WC3, to the extent permitted by applicable laws and regulations, the Village will either take the necessary corporate actions to re-instate its local ESTB or join another joint emergency telephone system board.

1-18-11-3: USE OF ETSB FUNDS; SURCHARGE FUNDS:
A. Use of ETSB Funds. Under the WC3 Intergovernmental Agreement, the Village, in its own discretion, may use or expend any of its ETSB funds, including any surcharge funds, to pay for budgeted items or obligations that exist in its current 2016/2017ETSB budget in accordance with the applicable laws, including the Emergency Telephone System Act (50 ILCS 750/1 *et seq.),* the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*).

B. Surcharge Funds. Upon dissolution of the Village's ETSB and subject to the terms of the WC3 Intergovernmental Agreement and the Village's continued participation in WC3, all monies received or collected by the Villagethat are intended to be used to pay for the operation, upgrade and maintenance of WC3'S System from any surcharge or revenue source authorized by any federal or State law, including Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*),shall be transferred to the WC3 for deposit and expenditure by the WC3 JETSB in accordance with applicable federal or State law."

1-18-11: EMERGENCY TELEPHONE SYSTEM BOARD

(A) Board Established Members: Pursuant to the requirements of the Act, there is hereby established an Emergency Telephone System Board (the "Board") consisting of the Village Manager and six (6) additional members, all of whom shall be representative of the police, firefighting, medical or other emergency services 911 users, and shall be appointed by the President with the advice and consent of the Board of Trustees on the basis of ability or experience. Members shall serve for a term of one year without compensation, but shall be reimbursed for their actual and necessary expenses. (Ord. 1926, 1-21-91, amd. Ord. 1944, 6-3-91)

(B) Powers and Duties: The powers and duties of the Board shall include, but need not be limited to, the following:

1. Planning a 911 system.
2. Coordinating and supervising the implementation, upgrading or maintenance of the system, including the establishment of equipment specifications and coding systems.
3. Receiving monies from the surcharge imposed herein and from any other source, for deposit into the Emergency Telephone System Fund (the "Fund").
4. Authorizing all disbursements from the Fund.
5. Hiring, on a temporary basis, any staff necessary for the implementation or upgrade of the system.

(C) Expenditures: No expenditures may be made from the Fund except by resolution passed by a majority of the Board. Expenditures may be made only to pay for the costs associated with the following:

1. The design of the Emergency Telephone System.
2. The coding of an initial Master Street Address Guide database, and update and maintenance thereof.
3. The repayment of any monies advanced for the implementation of the System.
4. The charges for Automatic Number Identification and Automatic Location Identification equipment, and maintenance, replacement and update thereof.
5. The nonrecurring charges related to installation of the Emergency Telephone System and the ongoing network charges.
6. Other products and services necessary for the implementation, upgrade and maintenance of the System and any other purpose related to the operation of the System, including costs attributable directly to the construction, leasing, or maintenance of any buildings or facilities or costs of personnel attributable directly to the operation of the System. Costs attributable directly to the operation of an Emergency Telephone System do not include the costs of the personnel who are and equipment that is dispatched in response to an emergency call.

SECTION 3: This Ordinance shall become effective and enforceable only upon the following conditions being met:

A. Adoption by each of the Participating Agencies of a resolution approving the Intergovernmental Agreement.

B. Adoption by the other two Participating Agencies (Brookfield and North Riverside) of code amendment ordinances that enact the same or substantially the same code amendments as found in this Ordinance.

C. Regulatory approval of the WC3and WC3's JETSB by the 9-1-1 Administrator of the Illinois Department of State Police or such other governmental agency with regulatory oversight authority.

SECTION 4: To the extent necessary, all tables of content, indexes, headings and internal references or cross-references to sections contained in the Village Code of the Village of Riverside, as amended, shall be amended by the Village's codifier so as to be consistent with the amendments set forth in this Ordinance.

SECTION 5: Any ordinance, or portion thereof, in conflict with this Ordinance is repealed to the extent of such conflict. Except as to the above amendments, all Titles, Chapters, Articles and Sections of theVillage Code of the Village ofRiverside, as amended, shall remain in full force and effect.

SECTION 6: Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 7: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by State law.

AYES:
NAYS:
ABSENT:

PASSED by the Board of Trustees of the Village of Riverside, Cook County, Illinois at a Regular Meeting thereof, held on the __ day of _____, 2016, and approved by me as Village President on the same day.

_____
Village President
ATTEST:

_____
Village Clerk
This Ordinance was published by me in pamphlet form on the __ day of _____, 2016.

_____
Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)
CLERK'S CERTIFICATE
I, Cathy Haley, Clerk of the Village of Riverside, in the County of Cook and State of Illinois, certify that the annexed and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:
AN ORDINANCE AMENDING TITLE 1 (ADMINISTRATION), CHAPTER 18 (POLICE MATTERS), SECTION 1-18-11 (EMERGENCY TELEPHONE SYSTEM BOARD) OF THE VILLAGE CODE OF THE VILLAGE OF RIVERSIDE TO DISSOLVE THE RIVERSIDE EMERGENCY TELEPHONE SYSTEM BOARD AND RECOGNIZE THE VILLAGE OF RIVERSIDE'S PARTICIPATION IN A JOINT EMERGENCY TELEPHONE SYSTEM BOARD CREATED VIA AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A CONSOLIDATED JOINT EMERGENCY DISPATCH SYSTEM KNOWN AS THE

WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3") which Ordinance was passed by the Board of Trustees of the Village of Riverside at a Regular Village Board Meeting on the __ day of _____, 2016, at which meeting a quorum was present, and approved by the Village President of the Village of Riverside on the __ day of _____, 2016.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Riverside was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Riverside, and that the result of said vote was as follows, to-wit:

AYES:_____
NAYS:_____
ABSENT:_____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Riverside, this __ day of _____, 2016.

_____
Village Clerk
SEAL

RESOLUTION NO. R - 2016 - 1051

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CHICAGO METROPOLITAN AGENCY FOR PLANNING AND THE VILLAGE OF BROOKFIELD, ILLINOIS, FOR THE COMPREHENSIVE PLAN FOR THE VILLAGE OF BROOKFIELD

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 27TH DAY OF JUNE 2016

RESOLUTION NO. R - 2016- 1051

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CHICAGO METROPOLITAN AGENCY FOR PLANNING AND THE VILLAGE OF BROOKFIELD, ILLINOIS, FOR THE COMPREHENSIVE PLAN FOR THE VILLAGE OF BROOKFIELD

WHEREAS, the Chicago Metropolitan Agency for Planning administers a Local Technical Assistance program to assist local governments in appropriate planning projects to which the Village of Brookfield submitted a proposal for an update to its comprehensive plan and which proposal was approved;

WHEREAS, the Chicago Metropolitan Agency for Planning and the Village of Brookfield are authorized by Article VII, Section 10 of the 1970 Illinois Constitution, Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3] to enter into intergovernmental agreements to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Brookfield, it is advisable, necessary and in the public interest that the Village of Brookfield enter into an Intergovernmental Agreement by and between the Chicago Metropolitan Agency for Planning and the Village of Brookfield to provide assistance to the Village of Brookfield in updating its comprehensive plan;

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

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

Section 2: It is hereby determined that it is advisable, necessary and in the best interest of the Village to enter into an Intergovernmental Agreement by and between the Chicago Metropolitan Agency for Planning and the Village of Brookfield to provide assistance to the Village of Brookfield in updating its comprehensive plan.

Section 3: The 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 and to place the municipal seal on the Intergovernmental Agreement by and between the Chicago Metropolitan Agency for Planning and the Village of Brookfield to provide assistance to the Village of Brookfield in updating its comprehensive plan in substantially the form attached hereto as Exhibit "A."

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

ADOPTED this 27th day of June 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 27th day of June 2016.

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

ATTESTED and filed in my office,
this 27th day of June 2016.

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

Exhibit "A"

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CHICAGO METROPOLITAN AGENCY FOR PLANNING AND THE VILLAGE OF BROOKFIELD, ILLINOIS, FOR THE COMPREHENSIVE PLAN FOR THE VILLAGE OF BROOKFIELD

Chicago Metropolitan
Agency for Planning

233 South Wacker Drive
Suite 800
Chicago, Illinois 60606

312 454 0400
www.cmap.illinois.gov

Contract # C-16-0025

Intergovernmental Agreement
For
Comprehensive Plan for the Village of Brookfield, Illinois

THIS AGREEMENT by and between the Chicago Metropolitan Agency for Planning, herein called CMAP, and the Village of Brookfield, 8820 Brookfield Avenue, Brookfield, Illinois, 60513, herein called VILLAGE.

Required Signatures

By signing below, the VILLAGE and CMAP agree to comply with and abide by all provisions set forth in Parts 1-4 herein and any Appendices thereto.

For the VILLAGE:

Signature	Type or Print Name of Authorized Representative	Date

Attest:

Signature	Type or Print Name	Date

For CMAP:

Joseph C. Szabo Executive Director	Attest Signature	Date

Part 1 Scope/Compensation/Term
Part 2 General Conditions
Part 3 Scope of Work/Responsibilities
Part 4 Compensation for Services

Part 1: Scope/Compensation/Term

A. **Scope of Services and Responsibilities.** CMAP and the VILLAGE agree as specified in Part 3.

B. **Compensation.** Compensation (if any) shall be as specified in Part 4. Payment will be made within thirty (30) days of receipt of the invoice unless there is a discrepancy regarding the invoice. Transfer of funds will be made electronically. CMAP certifies to the following information:

Bank Name: BMO Harris

Telephone No.: 877-895-3275

Account No.: 2033876

Bank ACH Routing No.: 071000288

CMAP email address for confirmation:

accounting@cmap.illinois.gov

C. Tax Identification Number.

CMAP certifies that:

1. The number shown on this form is a correct taxpayer identification, **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the VILLAGE that it is no longer subject to backup withholding, **and**
3. It is a U.S. entity (including a U.S. resident alien).

Name of CONTRACTOR: Chicago Metropolitan Agency for Planning

Taxpayer Identification Number: 13-4331367

DUNS No.: 06-858-7112

Legal Status : Local Government

D. **Term of Agreement.** The term of this Agreement shall be from final signing to April 30, 2017.

E. **Amendments.** All changes to this Agreement must be mutually agreed upon by CMAP and the VILLAGE and be incorporated by written amendment, signed by the parties.

Part 2: General Conditions

The following are general conditions of approval and procedural guidelines and specific terms of Agreement to which all projects are subject. Signatories of this Agreement certify that these conditions and procedures and terms and the conditions and procedures specific to this project will be adhered to unless amended in writing.

A. **Complete Agreement.**

1. This Agreement including all exhibits and other documents incorporated or referenced in the Agreement, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between CMAP and VILLAGE and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

2. CMAP and VILLAGE assume no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.

3. Changes: CMAP and VILLAGE may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the VILLAGE shall promptly notify CMAP thereof and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for Agreement between CMAP and the VILLAGE for changes in scope, time and/or costs. No amendments are effective until there is a written Agreement that has been signed by both parties. No claim by the VILLAGE for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

4. Changes to any portion of this Agreement shall not be binding upon CMAP and VILLAGE except when specifically confirmed in writing by an authorized representative of CMAP and VILLAGE.

i. **Chicago Metropolitan Agency for Planning Designee**. Only the Executive Director of CMAP, or designee, shall have the authority to act for and exercise any of the rights of CMAP as set forth in the Agreement, subsequent to and in accordance with the authority granted by CMAP's Board of Directors.

ii. **Village of Brookfield**. Only the Village Manager shall have the authority to act for and exercise any of the rights of the VILLAGE, as set forth in the Agreement, subsequent to and in accordance with the authority granted the Village Manager.

B. **Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

C. **Availability of Appropriation (30 ILCS 500/20-60).** This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. VILLAGE will be notified in writing of the failure of appropriation or of a reduction or decrease.

D. **Records.** The CMAP shall maintain, for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement which shall be made available for review upon request.

(1) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

(2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

E. **Procurement Procedures**. All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition

F. **Method of Payment.** Project expenditures are paid directly from CMAP and VILLAGE funds.

a. **Billing and Payment**. All invoices for services performed and expenses incurred by CMAP for the services of this Agreement must be presented to VILLAGE no later than fifteen (15) days after receipt. VILLAGE will remit payment to CMAP no less than thirty (30) days after invoice date.

G. **Suspension.** If the VILLAGE fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the VILLAGE, suspend the Agreement and withhold further payments or prohibit the VILLAGE from incurring additional obligations of funds pending corrective action by the VILLAGE. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the VILLAGE in writing that the Agreement has been terminated by reason of default in accordance with paragraph 12 hereof. CMAP may determine to allow such necessary and proper costs which the VILLAGE could not reasonably avoid during the period of suspension provided such costs meet the provisions of the U.S. Office Management and Budget Circular A-87 in effect on the date first above written.

H. **Political Activity**. No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

I. **Prohibited Interest.**

a. No officer or employee of CMAP and VILLAGE and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract.

b. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.

J. **Ownership of Documents/Title of Work.** All documents, data and records produced by the CONSULTANT in carrying out the contracted obligations and services hereunder, without limitation and whether preliminary or final, shall become and remains the property of CMAP and VILLAGE. CMAP and VILLAGE shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the CONSULTANT. All documents, data and records utilized in performing research shall be available for examination by CMAP upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP and/or VILLAGE, be appropriately arranged, indexed and delivered to CMAP and/or VILLAGE by the CONSULTANT.

K. **Software.** All software, related computer programs, and source code produced and developed by the CONSULTANT (or authorized contractor or subcontractor thereof) in carrying out the CONSULTANT's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both CMAP and the VILLAGE. CMAP and/or VILLAGE shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government or to any entity consisting of representative of any unit of government, for official use by said entity. Additionally, CMAP and/or VILLAGE shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

CMAP agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both CMAP and the VILLAGE.

L. **Publication**. CMAP and VILLAGE shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so.

M. **Reporting/Consultation.** CMAP shall consult with and keep VILLAGE fully informed as to the progress of all matters covered by this Agreement.

N. **Force Majeure.** Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

O. **Equal Employment Opportunity**. In the event of the CMAP's or the Village's non-compliance with the provisions of this Equal Opportunity Clause, the Illinois Human Rights Act or the Rules and regulations of the Illinois Department of Human Rights, the CMAP or the VILLAGE 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 the Agreement, the CMAP and the VILLAGE agree as follows:

a. The CMAP and the VILLLAGE 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, 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.

b. If the CMAP or the VILLAGE 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 Regulation) of minorities and women in the areas from which CMAP or the VILLAGE may reasonably recruit; and the CMAP and the VILLAGE will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

c. In all solicitations or advertisements for employees place by the CMAP or the VILLAGE or on the CMAP's or the VILLAGE's behalf, the CMAP and the VILLAGE 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, military status or an unfavorable discharge from military service.

d. The CMAP and the VILLAGE will send to each labor organization or representative of workers with which the CMAP or the VILLAGE has or is bound by a collective bargaining or other agreement or understanding, a notice advertising the labor organization or representative of the CMAP's or the VILLAGE'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 CMAP or the VILLAGE in the CMAP's or the VILLAGE's efforts to comply with Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, the CMAP or the VILLAGE will promptly notify the Illinois Department of Human Rights; and the CMAP or the VILLAGE will recruit employees from other sources when necessary to fulfill its obligations under the contract.

e. The CMAP and the VILLAGE 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 CMAP or the VILLAGE, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

f. The CMAP and the VILLAGE will permit access to all relevant books, records, accounts and work sites by personnel of the CMAP, the VILLAGE and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

g. The CMAP and the VILLAGE will include verbatim or by reference the provisions of the 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, CMAP and the VILLAGE will be liable for compliance with applicable provisions of this clause by subcontractors; and further, it will promptly notify CMAP, the VILLAGE and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the CMAP or the VILLAGE will not utilize any subcontractors declared by the Illinois Human Rights Commission to be ineligible for contracts of subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

P. **Prohibition of Segregated Facilities**. The CMAP and the VILLAGE 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. The CMAP and the VILLAGE shall (except where it has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) obtain certifications in compliance with the 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 CMAP and the VILLAGE will retain such certifications in their files.

Q. **Sexual Harassment Policy.** The CMAP and the VILLAGE have and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

R. **Record Retention.** The CMAP and the VILLAGE 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 the CMAP or the VILALGE shall be available for review by the other. The CMAP and the VILLAGE 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 the CMAP or the VILLAGE to timely comply with the limits imposed by the Freedom of Information Act (5 ILCS 140/1 et seq.) Failure by the CMAP of the VILLAGE to maintain the books, records and supporting documents required by this section or the failure by the CMAP or the VILLAGE to provide full access to and copy of all relevant books and records within a time period which allows the CMAP or the VILLAGE to timely comply with the limits imposed by the Freedom of Information Act (5ILCS 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 the recovery of 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.

Part 3: Scope of Work/Responsibilities

A. **Purpose.** The purpose of the project is to develop a Comprehensive Plan for the Village of Brookfield (hereinafter "PROJECT"). The VILLAGE submitted a proposal from the PROJECT under the CMAP Local Technical Assistance (LTA) program, which was approved. CMAP and the VILLAGE, as a result of the Request for Proposal Process, have selected a contractor, Ratio Architects, Inc. (hereinafter "CONSULTANT"): to act as the general consultant for the PROJECT'S work. For purposes of this Agreement the PROJECT'S work shall consist of the terms, conditions and tasks set forth in this Agreement; The Request for Proposal "Comprehensive Plan for the Village of Brookfield, Illinois" dated September 28, 2015 (ATTACHMENT 1); the response to the Request for Proposal from the CONSULTANT dated October 16, 2015, and including option 1, Design Guidelines for Village Sub Areas (ATTACHEMNT 2); the written contract between CMAP and the CONSULTANT for the

PROJECT (ATTACHMENT 3); and any and all change orders approved in conformance with this agreement (hereinafter the "WORK"). Except as to this agreement, and change orders, all of the foregoing documents are attached hereto and incorporated herein respectively, as if fully set forth, as ATTACHMENTS 1, 2, and 3. The subconsultants identified by CONSULTANT in its response are material elements of the CONSULTANTS accepted offer, and shall not be changed without the written approval of CMAP and VILLAGE.

B. **PROJECT MANAGEMENT**. CMAP will have lead responsibility for project management. CMAP shall in all reasonable ways coordinate and work with VILLAGE staff as the project proceeds. The VILLAGE in all reasonable ways shall cooperate with CMAP and the CONSULTANT. CMAP shall require the CONSULTANT to provide VILLAGE with all of the CONSULTANTS deliverables at the same time they are delivered to CMAP. CMAP and VILLAGE shall notify the other of all scheduled PROJECT related meetings with the CONSULTANT to enable the other to attend the meetings if desired.

Part 4. Compensation for Services

CMAP will receive the invoices for services from the CONSULTANT and will request reimbursement for the invoices as follows:

CMAP	50% of CONSULTANT invoices, maximum $54,550.00. CMAP funds are from a federal and state grant.
VILLAGE	50% of CONSULTANT invoices, maximum $50,000.00.

RESOLUTION NO. R – 2016 - 1052

A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR CONTRACT B - CONCRETE IMPROVEMENTS FOR THE 2016 STREET IMPROVEMENTS PROJECT FOR THE VILLAGE OF BROOKFIELD, ILLINOIS

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 27TH DAY OF JUNE 2016

RESOLUTION NO. R – 2016 - 1052

A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR CONTRACT B - CEMENT IMPROVEMENTS FOR THE 2016 STREET IMPROVEMENTS PROJECT FOR THE VILLAGE OF BROOKFIELD, ILLINOIS

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

WHEREAS, the Village proposes to remove and replace sections of curb and gutter, sidewalk, driveway aprons, concrete base course, and other items at various locations throughout the village and other appurtenant work thereto for the public benefit (the "Project");

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

WHEREAS, bids were received, publicly opened, examined and declared at 10:30 a.m. on Wednesday, June 22, 2016; and

WHEREAS, of the bids received and opened, the apparent lowest responsible bidder is G & M Cement Construction, Inc.;

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

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

Section 2: **Lowest Responsible Bidder.** The corporate authorities do hereby find G & M Cement Construction, Inc. to be the lowest responsible bidder for the construction of the Project.

Section 3: **Contract Award.** G & M Cement Construction, Inc. is hereby awarded the contract for the Project, at the prices set forth in its bid subject to the furnishing of the proper bonds and insurance.

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

Section 5: **Authorization to Execute Contract.** Provided that G & M Cement Construction, Inc. returns to the Village within ten (10) days of the receipt of the Notice of Award the Contract with all other written contract documents attached, properly executed by it, along with the proper contract bonds, then the Village President is authorized to execute and the Village Clerk to attest the contract and other written contract documents. The officials, officers, employees and agents of the village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this resolution.

Section 6: **Payment of Prevailing Rate of Wages.** The general prevailing rate of wages in Cook County, Illinois, for each craft or type of worker or mechanic

needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work.

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

ADOPTED this 27th day of June 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 27th day of June 2016.

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

ATTESTED and filed in my office,
this 27h day of June 2016.

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

Exhibit "A"
VILLAGE OF BROOKFIELD, ILLINOIS

NOTICE OF AWARD

TO: G & M Cement Construction, Inc.
58 West Commercial Avenue
Addison, IL 60101

PROJECT DESCRIPTION: Contract B - Concrete Improvements - 2016 Street Improvements Project - Village of Brookfield

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

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in the amount of Two Hundred Forty-Three Thousand One Hundred Sixty-Seven and 20/100ths Dollars ($243,167.20), payable on a unit price basis for the units of work listed in the Proposal properly installed and accepted by the Village, further subject to the furnishing of the proper bonds and insurance.

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

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

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

Dated this 27th day of June 2016.

VILLAGE OF BROOKFIELD, ILLINOIS,

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

ATTEST:

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

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by G & M Cement Construction, Inc. this ____ day of June 2016

G & M Cement Construction, Inc.

By:_____
Giuseppina Valvalle, President

Village of Brookfield

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

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

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

BROOKFIELD VILLAGE BOARD
COMMITTEE OF THE WHOLE MEETING
Monday, June 27, 2016

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

AGENDA

A. **Discussion** – GCG Financial, Inc. Benefits Administrator Agreement
B. **Discussion –** Brookfield Zoo Project Series 2008 Remarketing Agent
C. **Discussion –** Auto/Mutual Aid Agreement between Brookfield and Lyons Fire Department
D. **Discussion –** 2015 Annual Audit Report
E. **Discussion –** PZC Case #16-02 and PZC Case #16-03
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**

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: GCG Financial, Inc. Benefits Administrator Agreement

COMMITTEE DATE: June 27, 2016

PREPARED BY: Michelle Robbins, PHR, SHRM-CP
Director of Human Resources

PURPOSE: To consider adoption of a resolution to enter into a one-year agreement with GCG Financial, Inc. to act as our benefits administrator

BUDGET AMOUNT: N/A

BACKGROUND:

GCG Financials, Inc. has been our benefits administrator since July 2008, coordinating our medical (including retirees), prescription drugs, vision, dental, and life insurance policies, as well as our Flexible Spending Account and our Wellness Program. GCG Financial has provided, and continues to provide, the Village and their employees with excellent customer service.

ATTACHMENTS:

1. GCG Financial, Inc. Consulting Agreement
2. GCG Financial, Inc. Amendment to the Consulting Agreement
3. Consultant's Certification
4. Benefit Insurance Summary Schedules

STAFF RECOMMENDATION:

Adopt a resolution authorizing the execution of the agreement by and between the Village of Brookfield and GCG Financial, Inc.

REQUESTED COURSE OF ACTION:

The Board adopts a resolution authorizing the execution of the agreement by and between the Village of Brookfield and GCG Financial, Inc. at the July 11, 2016 Board Meeting.

Consulting Agreement

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

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

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

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

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

1. **Scope of Services to be Provided by Consultant**

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

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

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

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

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

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

   E. **Communication.** Consultant will assist in drafting and implementing employee communications regarding benefit program performance and changes, and assist in the review of plan documents and insurance certificates during the planning and enrollment process.

F. **Compliance Tools & Legislative Information.** Consultant will provide informational materials on legislative developments impacting employee benefit plans, including access to online reference tools on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy, and Section 125.

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

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

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

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

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

2. **Disclosure and Record Keeping**

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

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

3. **Term & Termination**

A. **Term.** This initial term of this Agreement shall be one year, commencing on July 1, 2016 and ending June 30, 2017 ("Initial Term"). Thereafter, this Agreement will remain in effect until terminated as described below.

B. **Termination.** This Agreement may be terminated by either party only as follows:

a) Effective upon thirty (30) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;

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

c) By mutual written agreement of the parties.

4. Cost of Services

Per Carrier Schedule – See Exhibit I

5. Personnel

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

Primary Service Team:	Catherine Loney, Vice President of Public Sector
	Brad Shaps, Senior Benefits Consultant
	Amy Abell, Account Executive
Additional Key Resources:	Jennifer Stuckey, Account Manager
	Jeff Kolker, Vice President Employee Benefits

6. Client's Responsibilities

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

7. Records and Information

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

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

9. Fiduciary Responsibility.

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

10. Entire Agreement

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

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

Village of Brookfield, Illinois
Date: _____
By: _____
Kit P. Ketchmark,
Village President

ATTEST:

By: _____
Brigid Weber,
Village Clerk

GCG Financial, Inc.
Date: _____
By: _____
Alan Levitz,
President

ATTEST:

By: _____
David Levitz, Secretary

Exhibit 1

Blue Cross and Blue Shield of Illinois Compensation Schedule
Group Markets Product Lines
Effective January 1, 2014

The following compensation schedule applies to both new and renewal groups sold under the Standard Producer Agreement and replaces any Standard Producer Compensation Schedule in effect prior to the effective date of this schedule. Renewal compensation under this schedule will begin upon the accounts renewal on or after the effective date of this schedule. For purposes of determining commissions, new and existing, any Affordable Care Act Health Insurer Fee or Reinsurance Fee included within premium will be excluded. In no event will compensation be payable with respect to any such fees.

GROUP HEALTH PRODUCT LINES – REGULATED SMALL GROUP		
GROUP SIZE	COMPENSATION RATES	
	SINGLE	FAMILY
1-50	$25.00	$48.00

GROUP HEALTH PRODUCT LINES - NON-REGULATED SMALL GROUP		
ANNUAL PREMIUM VOLUME	COMPENSATION RATES	
	GROUP SIZE AT OED/AD 2-3 LIVES	GROUP SIZE AT OED/AD 4-150 LIVES
$1 - $50,000	2.00% Flat Rate	8.00%
$50,001 - $100,000	2.00% Flat Rate	4.25%
$100,001 - $150,000	2.00% Flat Rate	4.00%
$150,001 or more	2.00% Flat Rate	3.75%

BLUECARE DENTAL SMALL GROUP PRODUCTS LINES		
ANNUAL PREMIUM VOLUME	COMPENSATION RATES	
	GROUP SIZE AT OED/AD 2-3 LIVES	GROUP SIZE AT OED/AD 4-150 LIVES
$1 - $50,000	2.00% Flat Rate	8.00%
$50,001 - $100,000	2.00% Flat Rate	4.25%
$100,001 - $150,000	2.00% Flat Rate	4.00%
$150,001 or more	2.00% Flat Rate	3.75%

LARGE GROUP HEALTH AND DENTAL PRODUCT LINES
Large Group, Non-Premium and HMOI only cases are negotiated and require approval. All negotiated rates must be submitted on an Individual Case Commission Addendum (ICCA).

OED = original effective date / AD = anniversary date

NOTE:
It is the Producer's responsibility to ensure the accuracy of each monthly commission statement. Health Care Service Corporation, a Mutual Legal Reserve Company, limits commission adjustments to twenty four (24) months for non-payment a or under-payment of commissions on non-negotiated commission amounts.

Exhibit 2

GCG FINANCIAL, INC.
Business Associate Agreement
for HIPAA Privacy and Security Compliance

WHEREAS, GCG Financial, Inc. ("GCG") acknowledges that it is a "Business Associate" (as that term is defined below in Section 1.2(a)) of the Village of Brookfield Benefit Plans (the "Plan") sponsored by Village of Brookfield (the "Client"); and

WHEREAS, GCG, Client and Plan further acknowledge that, in the course of providing insurance services and employee benefit plan advice to the Plan or Client, GCG may use or disclose health information relating to Participants in the Plan; and

WHEREAS, GCG, Client and Plan desire to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and the corresponding HIPAA Privacy, Security, Enforcement, and Breach Notification Rules to the extent any of the foregoing laws are applicable to the parties (collectively, the "HIPAA Rules");

NOW THEREFORE, GCG, Client and Plan enter into this Business Associate Agreement (the "Agreement") as a means of protecting the privacy of health information relating to Participants in the Plan as necessary for compliance with the requirements of the HIPAA Rules; and

THE PARTIES FURTHER AGREE, that all ambiguities in this Agreement shall be resolved to carry out such compliance of the HIPAA Rules.

ARTICLE 1

DEFINITIONS

Generally. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: breach, data aggregation, designated record set, disclosure, health care operations, individual, minimum necessary, notice of privacy practices, required by law, secretary, security incident, standard transaction, subcontractor, unsecured protected health information, and use.

Specific Defined Terms.

"Business Associate" has the same meaning as the term "business associate" set forth at 45 CFR 160.103.

"Electronic Protected Health Information" or "e-PHI" has the same meaning as the term "electronic protected health information" in 45 CFR 160.103, limited to information that GCG creates, accesses, or receives from or on behalf of the Plan.

"Participant" has the meaning assigned to it in the applicable Plan document, except that, solely for purposes of this Agreement, "participant" shall also include an individual whose participation in the Plan has terminated, but for whom the parties continue to maintain or transmit PHI.

"Protected Health Information" or "PHI" has the same meaning as the term "protected health information" in 45 CFR 160.103, limited to information that GCG creates, accesses, or receives from or on behalf of the Plan.

ARTICLE 2

OBLIGATIONS AND ACTIVITIES OF GCG

GCG agrees to:

Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law;

Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement;

Report to the Plan any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of GCG agree in writing to the same restrictions, conditions, and requirements that apply to GCG with respect to such information;

Maintain and make available the information required to provide an accounting of disclosures to the Plan as necessary to satisfy the Plan's obligations under 45 CFR 164.528; and

Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Designated Record Sets. Unless expressly stated otherwise in a written agreement between the parties to this Agreement, GCG, Plan and Client do not intend for GCG to maintain protected health information in a designated record set. In the event that GCG does maintain designated record sets on behalf of the Plan, GCG agrees to:

Make available protected health information in a designated record set to the Plan as necessary to satisfy the Plan's obligations under 45 CFR 164.524; and

Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Plan pursuant to 45 CFR 164.526, or take other measures as reasonably necessary to satisfy the Plan's obligations under 45 CFR 164.526.

Subpart E. Unless expressly stated otherwise in a written agreement between the parties to this Agreement, GCG, Plan and Client do not intend for GCG to carry out any of the Plan's obligations under Subpart E of 45 CFR Part 164. In the event GCG does perform such functions, GCG will comply with the requirements of Subpart E that apply to the Plan in the performance of such obligation(s).

Permitted Uses and Disclosures by GCG.

GCG may use or disclose protected health information as necessary to perform the services set forth in the underlying service agreement between GCG and Client.

GCG may use or disclose protected health information as required by law.

GCG agrees to make uses and disclosures consistent with the minimum necessary requirements under the HIPAA Rules.

GCG may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Plan, except for the specific uses and disclosures set forth below.

GCG may use protected health information for the proper management and administration of GCG or to carry out the legal responsibilities of GCG.

GCG may disclose protected health information for the proper management and administration of GCG or to carry out the legal responsibilities of GCG, provided the disclosures are required by law, or GCG obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies GCG of any instances of which it is aware in which the confidentiality of the information has been breached.

GCG may use protected health information to provide data aggregation services relating to the health care operations of the Plan.

Covered Standard Transactions. In the event that GCG conducts any transaction on behalf of the Plan, and the Plan instructs GCG that a particular transaction is to be treated as a standard transaction, GCG shall comply with all applicable provisions of the HIPAA Rules and shall obtain reasonable assurances that any agents that assist GCG in conducting such standard transactions on behalf of the Plan agree to comply with the applicable provisions of the HIPAA Rules.

ARTICLE 3

PLAN OBLIGATIONS AND LIMITS

Obligations of Plan.

The Plan shall notify GCG of any limitation(s) in the Plan's notice of privacy practices, to the extent that such limitation may affect GCG's use or disclosure of protected health information.

The Plan shall notify GCG of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect GCG's use or disclosure of protected health information.

The Plan shall notify GCG of any restriction on the use or disclosure of protected health information that the Plan has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect GCG's use or disclosure of protected health information. In the event that an Individual makes such a request, the Plan agrees to allow GCG a reasonable amount of time to determine whether it is feasible for GCG to comply

with the requested restriction. The Plan further agrees to allow GCG a reasonable amount of time to act on any such restriction on the use or disclosure of an Individual's PHI.

The Plan shall notify GCG of Plan policies and procedures governing the use and disclosure of PHI, and any changes in such policies and procedures, to the extent such policies and procedures may impact GCG's ability to perform its obligations under this Agreement. The Plan further agrees to allow GCG a reasonable amount of time to act on any such changes in applicable policies and procedures.

The Plan shall not disclose any PHI to GCG, unless the Plan has first obtained any consents and authorizations that are required by law or that are otherwise necessary for such disclosure.

Permissible Requests by the Plan.

Except with respect to Sections 2.4(e), (f) and (g), the Plan shall not request GCG to use or disclose PHI in any manner that would be impermissible under the HIPAA Rules or other applicable federal or state law if done by the Plan.

ARTICLE 4

TERM, TERMINATION AND AMENDMENT

Effective Date and Termination. This Agreement shall become effective on the date signed below, unless otherwise indicated herein, and shall terminate as follows:

The Agreement shall terminate when the relationship between GCG and Client ends.

The Agreement shall terminate when either party reasonably determines that the other party has materially breached the terms of this Agreement; provided, however, that the non-breaching party shall provide the breaching party with an opportunity to cure the breach within thirty (30) days. This cure period shall start upon receipt by the breaching party of written notice indicating the reasons the non-breaching party believes the Agreement has been breached and describing the alleged breach in sufficient detail to enable the breaching party to make its own assessment of whether a material breach has occurred.

Effect of Termination. Upon the termination of this Agreement, GCG agrees to the following:

With respect to protected health information received from the Plan, or created, maintained, or received by GCG on behalf of the Plan, GCG shall:

Retain only that protected health information which is necessary for GCG to continue its proper management and administration or to carry out its legal responsibilities;

Return to the Plan or, if agreed to by the Plan, destroy the remaining protected health information that GCG still maintains in any form;

Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as GCG retains the protected health information;

Not use or disclose the protected health information retained by GCG other than for the purposes for which such protected health information was retained and subject to the

same conditions set out at Sections 2.4(e), (f) and (g) which applied prior to termination; and

Return to the Plan or, if agreed to by the Plan, destroy the protected health information retained by business associate when it is no longer needed by GCG for its proper management and administration or to carry out its legal responsibilities.

Notwithstanding the foregoing, if GCG determines that return or destruction of any protected health information is not feasible, GCG agrees to notify the Plan and Client accordingly. In such event, GCG further agrees to extend the protections of this Agreement to the protected health information that it retains for so long as GCG continues to retain such protected health information and to limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible.

Amendment. The parties agree that this Agreement may be amended from time to time as necessary for the parties to comply with the requirements of the HIPAA Rules. Any such amendment to this Agreement must be in writing and signed by the parties.

Survival. The obligations of GCG under this Article shall survive termination of this Agreement.

ARTICLE 5

MISCELLANEOUS TERMS

Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended to the extent applicable to GCG, the Plan or Client.

Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

No Third-Party Rights. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and respective successors or assigns, agents, representatives and subcontractors of the parties, any rights, remedies, obligations or liabilities whatsoever.

Notices. All notices required or desired in connection with this Agreement shall be sufficient, if given by certified mail addressed to the party receiving the notice at the address designated herein or at such other address as may be agreed to in writing by the parties.

Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

Governing Law. If any dispute arises under this Agreement, it shall be construed in accordance with Illinois law, to the extent that federal law is not applicable thereto. The situs of any litigation involving this Agreement shall be in the state court located in Lake County, Illinois, or if federal jurisdiction is available, the federal court covering Lake County, Illinois.

Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the subject matter set forth herein and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof.

Agency. Notwithstanding anything herein to the contrary, GCG is an independent contractor providing services to the Plan and Client and shall not be an agent of the Plan or Client.

_____

(Signature of GCG Agent)

GCG Financial, Inc.
Three Parkway North
Suite 500
Deerfield, IL 60015-2567

Date: _____

_____

(Signature of Authorized Client Representative)

_____

_____

_____

_____

(Client Name & Address)

Date: _____

_____

(Signature of Plan Privacy Official or other representative)

_____

_____

_____

_____

(Plan Representative Name & Address)

Date: _____

Appendix A

Plan and Client hereby designate the following employees as responsible for the Plan's administrative functions who are permitted to use and disclose PHI (including e-PHI):

Michelle Robbins, Director of HR

Keith Sbiral, Village Manager

Theresa Coady, Ass't to Village Manager

Doug Cooper, Finance Director

Jessica Rovner, Account Manager

AMENDMENT TO THE CONSULTING AGREEMENT

WITH

GCG FINANCIAL, INC.

This Amendment to the Consulting Agreement made this _____day of July, 2016, between the Village of Brookfield, Illinois (the "Village"), an Illinois municipal corporation, and GCG Financial, Inc., an Illinois corporation ("GCG"), for strategic benefit planning, design, funding, administration and communication with respect to the village's employee benefit programs amends and modifies the terms and conditions of the Consulting Agreement and the terms and conditions of this Amendment are hereby incorporated into the Consulting Agreement. To the extent that the terms and conditions of this Amendment are inconsistent with the terms and conditions of the Consulting Agreement, the terms and conditions of this Amendment shall supersede the inconsistent terms and conditions of the Consulting Agreement.

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

1. Certifications.

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

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

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

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

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

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

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

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

1.2.4 no Village official, spouse or dependent child of a Village official, agent on behalf of any Village official or trust in which a Village official, the spouse or dependent child of a Village official or a beneficiary is a holder of more than five percent (5%) of GCG in accordance with Code of Ordinances of the Village of Brookfield, Chapter 2, Article VII;

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

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

Village:

Village of Brookfield, Illinois

By:_____
Kit P. Ketchmark,
Village President

ATTEST:

By:_____
Brigid Weber,
Village Clerk

GCG:

GCG Financial, Inc.

By:_____
Alan Levitz, President

ATTEST:

By:_____
David Levitz, Secretary

CONSULTANT'S CERTIFICATION

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

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

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

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

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

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

A. Publishing a statement:

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

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

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

a. abide by the terms of the statement;

b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug-free awareness program to inform employees about:

1. the dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

B. If it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit; and it will hire for each job

classification for which employees are hired in such a way that minorities and women are not underutilized.

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

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

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

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

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

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

4. No Village officials, their spouses, their dependent children, or no agent of any Village official or trust in which a Village official, his or her spouse or dependent children of a Village official is a beneficiary of GCG.

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

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

Dated: July ___, 2016

GCG:

By:_____
Alan Levitz, President

STATE OF ILLINOIS)
) *SS.*
COUNTY OF COOK)

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

Dated: July ___, 2016

_____
Notary Public

Village of Brookfield

GCG EMPLOYEE BENEFITS INSURANCE RISK MANAGEMENT WELLNESS MANAGEMENT

Health Insurance Summary

July 1, 2016

BlueCross BlueShield of Illinois

		Current	Renewal	
HMO		NHHB106	MHHB106*	
Employee	22	$619.08	$694.16	12.1%
Employee + Spouse	10	$1,320.13	$1,429.25	8.3%
Employee + Child(ren)	5	$1,202.69	$1,315.15	9.4%
Family	32	$1,903.74	$2,050.24	7.7%
Medicare - Single	0	$432.37	$433.52	0.3%
Medicare - Family	0	$864.75	$867.04	0.3%
	69	$93,754.19	$101,747.45	
PPO		NPP73326	NPP73326	
Employee	9	$761.84	$851.60	11.8%
Employee + Spouse	3	$1,624.55	$1,753.40	7.9%
Employee + Child(ren)	3	$1,480.02	$1,613.42	9.0%
Family	13	$2,342.76	$2,515.22	7.4%
Medicare - Single	0	$532.09	$531.84	0.0%
Medicare - Family	0	$1,064.16	$1,063.69	0.0%
	28	$46,626.15	$50,462.72	
HDHP		NPSC1807	MPSC1807*	
Employee	2	$597.90	$675.07	12.9%
Employee + Spouse	0	$1,274.96	$1,389.94	9.0%
Employee + Child(ren)	0	$1,161.54	$1,278.97	10.1%
Family	0	$1,838.60	$1,993.84	8.4%
Medicare - Single	0	$417.58	$421.59	1.0%
Medicare - Family	0	$835.15	$843.20	1.0%
	2	$1,195.80	$1,350.14	
Monthly Total		$141,576	$153,560	
Estimated Annual Health Insurer & Reinsurance Fee		Included	Included	
Annual Totals		$1,698,914	$1,842,724	
Percentage Based off of Current			8.46%	
Total Annual $ Increase from Current			$143,810	
Annual Cost Savings from Renewal				

	Current	Renewal
HMO		
Dr. Office Visit (In-network)- PCP/Spec	In-Network: $20 PCP/$40 Spec/$0 Wellness	In-Network: $20 PCP/$40 Spec/$0 Wellness
Individual Deductible	None	None
Family Deductible	None	None
Inpatient Hospital Stay	100%	100%
Co-insurance	100%	100%
Individual OOP Max. (including Ded)	$1,500	$1,500
Family OOP Max. (including Ded)	$3,000	$3,000
ER Copay	$150	$150
Rx Copays (In-Network)	$10/$40/$60	$10/$40/$60
RX Out of Pocket Maximum (Ind/Family)	$1,000 Ind/$3,000 Family	$1,000 Ind/$3,000 Family
PPO		
Dr. Office Visit (In-network)- PCP/Spec	In-Network: $20 PCP/$40 Spec/$0 Wellness	In-Network: $20 PCP/$40 Spec/$0 Wellness
Individual Deductible	In-Network: $500 / Out-of-Network: $1,000	In-Network: $500 / Out-of-Network: $1,000
Family Deductible	In-Network: $1,500 / Out-of-Network: $3,000	In-Network: $1,500 / Out-of-Network: $3,000
Inpatient Hospital Per Occurance Deductible	In-Network: N/A / Out-of-Network: $300	In-Network: N/A / Out-of-Network: $300
Co-insurance	In-Network: 80% / Out-of-Network: 60%	In-Network: 80% / Out-of-Network: 60%
Individual OOP Max. (including Ded)	In-Network: $1,500 / Out-of-Network: $3,000	In-Network: $1,500 / Out-of-Network: $3,000
Family OOP Max. (including Ded)	In-Network: $4,500 / Out-of-Network: $9,000	In-Network: $4,500 / Out-of-Network: $9,000
ER Copay	$150	$150
Rx Copays (In-Network)	$10/$40/$60	$10/$40/$60
RX Out of Pocket Maximum (Ind/Family)	$1,000 Ind/$3,000 Family	$1,000 Ind/$3,000 Family
HDHP		
Dr. Office Visit (In-network)- PCP/Spec	In-Network: 100% After Ded/100% Wellness	In-Network: 100% After Ded/100% Wellness
Individual Deductible	$2,500	$2,500
Family Deductible	$5,000	$5,000
Inpatient Hospital Per Occurance Deductible	In-Network: N/A / Out-of-Network: $300	In-Network: N/A / Out-of-Network: $300
Co-insurance	In-Network: 100% / Out-of-Network: 80%	In-Network: 100% / Out-of-Network: 80%
Individual OOP Max. (including Ded)	$5,000	$5,000
Family OOP Max. (including Ded)	$10,000	$10,000
ER Copay	100% After Ded	100% After Ded
Rx Copays (In-Network)	100% After Ded	100% After Ded
RX Out of Pocket Maximum (Ind/Family)	N/A	N/A

* To maintain consistency from the Non-Regulated Small Group to Mid-Market transition, all plans will have the same plan ID as the former NRSG plans, with a "M" added as the first character. For example, NPP83436 is now MPP8436. The new non-grandfathered plans that begin with an "M" will be moving to the Generics Plus Drug List/Formulary upon the group's 2016 renewal. This excludes HSA plans.

Premiums are based on the most similar plan designs available.
Renewal Premiums for Incumbent carriers are shown.

Village of Brookfield

Dental Insurance Summary

July 1, 2016

Delta Dental

		Current	Renewal
DHMO		DHMO Plan 285	DHMO Plan 285
Employee	1	$16.63	$16.63
Employee + Spouse	0	$30.75	$30.75
Employee + Child(ren)	1	$34.73	$34.73
Family	2	$48.86	$48.86
	4	$149.08	$149.08
PPO		PPO	PPO
Employee	33	$35.76	$37.12
Employee + Spouse	20	$71.52	$74.24
Employee + Child(ren)	9	$79.82	$82.85
Family	42	$121.38	$125.99
	104	$8,426.82	$8,746.99
Monthly Totals		**$8,576**	**$8,896**
Annual Totals		**$102,911**	**$106,753**
Percentage Based off of Current			**3.73%**
Total Annual $ Increase from Current			**$3,842**
Annual Cost Savings from Renewal			

	In-Network		
DHMO			
Office Visit Copay	$0		
Preventive	Fee Schedule		
Basic	Fee Schedule		
Major	Fee Schedule		
Annual Maximum	No Maximum		
Orthodontia	Fee Schedule		
Orthodontia Lifetime Maximum	Fee Schedule		
PPO	**Delta Dental PPO**	**Delta Dental Premier**	**Out-of-Network**
Individual Annual Deductible	$50	$50	$50
Family Annual Deductible	$150	$150	$150
Preventive	100%	100%	100%
Basic	80%	80%	80%
Major	50%	50%	50%
Endodontics	Basic	Basic	Basic
Periodontics	Basic	Basic	Basic
Annual Maximum	$1,000	$1,000	$1,000
Orthodontia	50%	50%	50%
Orthodontia Lifetime Maximum	$1,000	$1,000	$1,000
Reasonable & Customary	See Note*	See Note*	See Note*
Rate Guarantee		1 Year	

*Delta Dental PPO dentists agree to accept payment based on the lesser of the submitted fee or the PPO discounted fee schedule, which is established at a level that typically delivers a 15 – 35 percent discount off of average billed charges nationally.
*Delta Dental Premier network dentists agree to accept payment based on the lesser of the submitted fee or Delta Dental's maximum plan allowance (also known as "Usual & Customary" fee).
*Out of Network: You are responsible for charges exceeding Delta Dental's maximum plan allowances.

Premiums are based on the most similar plan designs available.
Renewal Premiums for Incumbent carriers are shown.

Village of Brookfield

Vision Insurance Summary

July 1, 2016

Delta Dental - DeltaVision

PPO		Current	Renewal
		DeltaVision	DeltaVision
Employee	7	$5.57	$5.57
Employee + Spouse	7	$10.88	$10.88
Employee + Child	0	$12.17	$12.17
Family	6	$17.57	$17.57
	20	$220.57	$220.57
Monthly Total		$221	$221
Annual Totals		$2,647	$2,647
Percentage Based off of Current			0.0%
Total Annual $ Increase from Current			$0

PPO	In-Network	Out-of-Network
Service Frequency		
Eye Exam	12 Months	
Lenses	12 Months	
Contacts	12 Months	
Frames	24 Months	
Copayments		
Eye Exam	$10 Copay	$35 Allowance
Single Vision Lenses	$25 Copay	$25 Allowance
Bifocal Lenses	$25 Copay	$40 Allowance
Trifocal Lenses	$25 Copay	$55 Allowance
Frames	$100 Allowance + 20% Off Addt'l Balance	$50 Allowance
Contacts		
Medically Necessary	$0 Copay; Paid in Full	$200 Allowance
Elective	$0 Copay; $80 Allowance + 15% Off Addt'l Balance	$64 Allowance
Additional Benefits		
Laser vision Correction	15% Off Retail or 5% Off Promo Price	N/A
Rate Guarantee	1 Year	

Premiums are based on the most similar plan designs available.
Renewal Premiums for Incumbent carriers are shown.

NATIONAL INSURANCE SERVICES

Corporate Headquarters
250 South Executive Drive
Suite 300
Brookfield, WI 53005

Indiana Office
9100 Meridian Square
50 East 91st Street
Suite 315
Indianapolis, IN 46240

Michigan Offices
310 East Michigan Avenue
Suite 503
Kalamazoo, MI 49007

43120 Utica Road
Suite 400
Sterling Heights, MI 48314

120 East Liberty
Suite 220
Ann Arbor, MI 48104

Minnesota Office
14852 Scenic Heights Road
Suite 210
Eden Prairie, MN 55344

Nebraska Office
9202 West Dodge Road
Suite 302
Omaha, NE 68114

Pennsylvania Office
90 West Chestnut Street
Suite 210
Washington, PA 15301

April 10, 2016

Ms. Catherine Loney
Vice President Benefits Consultant
GCG Financial
Three Parkway North, Suite 500
Deerfield, IL 60015-2567

Re: Village of Brookfield (IL)
7/1/16 Term Life Insurance Renewal
Group #26215 / Carrier #4211

Dear Catherine:

After careful review of the Life Insurance policy by Madison National Life (MNL), we are pleased to inform you that no rate adjustment is required for the upcoming July 1, 2016, renewal for the Village of Brookfield. MNL has agreed to renew their in-force contract for one year at the existing rates.

The rates are guaranteed until July 1, 2017, assuming no changes in the current benefit structure. Should the district wish to make changes, the rate would be subject to review.

If you have any questions or if we may be of any other assistance, please feel free to call me at 262.780.1224.

Sincerely,

NATIONAL INSURANCE SERVICES

Lance A. Pfarrer
Account Representative

C. Amy Abell, GCG Financial
Jennifer Stuckey, GCG Financial

©National Insurance Services of WI, Inc.

COMMITTEE ITEM MEMO

ITEM:	An Ordinance Authorizing And Approving The Appointment Of A New Remarketing Agent For The Village Of Brookfield, Cook County, Illinois Adjustable Rate Demand Revenue Bonds, Brookfield Zoo Project, Series 2008, Authorizing Or Approving The Execution And Delivery Of Any Necessary Documents To Effect Such Appointment; And Authorizing Certain Related Matters
COMMITTEE DATE:	June 27, 2016
PREPARED BY:	Doug Cooper, Finance Director
PURPOSE:	Assign Remarketing Agent for 2008 Chicago Zoological Society Adjustable Rate Demand Revenue Bonds
BUDGET AMOUNT:	NA

BACKGROUND:

The Village of Brookfield served as the agent for the issuance of $39,850,000 in Adjustable Rate Demand Revenue Bonds for the Chicago Zoological Society (CZS). As part of the issuance, the Northern Trust Co. was assigned as the Remarketing Agent. Recently, the Northern Trust informed the CZS that is will no longer serve as the remarketing agent on these bonds. This Ordinance appoints U.S. Bancorp Investments, Inc. as the new Remarketing Agent for the Series 2008 Bonds in replacement for the Northern Trust.

ATTACHMENTS:

Ordinance 2016-31

STAFF RECOMMENDATION:

The village board approves attached ordinance as prepared by Chapman Cutler, the Village's Bond Counsel and reviewed by Storino Ramello and Durkin.

REQUESTED COURSE OF ACTION:

Approve the Ordinance at the July 11, 2016 Board of Trustees Meeting.

ORDINANCE NUMBER 2016-31

AN ORDINANCE AUTHORIZING AND APPROVING THE APPOINTMENT OF A NEW REMARKETING AGENT FOR THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS ADJUSTABLE RATE DEMAND REVENUE BONDS, BROOKFIELD ZOO PROJECT, SERIES 2008, AUTHORIZING OR APPROVING THE EXECUTION AND DELIVERY OF ANY NECESSARY DOCUMENTS TO EFFECT SUCH APPOINTMENT; AND AUTHORIZING CERTAIN RELATED MATTERS

WHEREAS, on June 18, 2008, the Village of Brookfield, Cook County, Illinois (the *"Issuer"*) issued its Adjustable Rate Demand Revenue Bonds, Brookfield Zoo Project, Series 2008 in the original aggregate principal amount of $39,850,000 (the *"Series 2008 Bonds"*), pursuant to the terms of a Trust Indenture dated as of June 1, 2008 between the Issuer and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.), as trustee;

WHEREAS, the proceeds from the sale of the Series 2008 Bonds were loaned to The Chicago Zoological Society, an Illinois not for profit corporation (the *"Corporation"*), pursuant to the Loan Agreement dated as of June 1, 2008 between the Issuer and the Corporation (the *"Series 2008 Loan Agreement)*; and

WHEREAS, the Corporation applied the Series 2008 Bond proceeds to, among other things, finance the acquisition, construction, renovation, improvement, remodeling and equipping of certain of its facilities, including The Great Bear Wilderness exhibit; and

WHEREAS, the Series 2008 Bonds bear interest at variable rates of interest established from time to time by the remarketing agent for the Series 2008 Bonds (the "Remarketing Agent") in accordance with the Series 2008 Indenture; and

WHEREAS, the Series 2008 Bonds are subject to mandatory and optional tender for purchase, all as more fully described in the Indenture; and

WHEREAS, upon the mandatory or optional tender for purchase of any of the Series 2008 Bonds, the Remarketing Agent agrees to use its best efforts to remarket such Series 2008 Bonds to new bondholders; and

WHEREAS, since the date of issuance of the Series 2008 Bonds, The Northern Trust Company ("Northern Trust") has served as the Remarketing Agent for the Series 2008 Bonds; and

WHEREAS, Northern Trust has informed the Corporation that it is ceasing its remarketing agent activities for the Series 2008 Bonds and all other similar obligations; and

WHEREAS, the Corporation desires to appoint U.S. Bancorp Investments, Inc. (*"USBII"*) and U.S. Bank Municipal Securities Group, a division of U.S. Bank National Association (*"U.S.*

Bank" and together with USBII, "*U.S. Bancorp*") as the new Remarketing Agent for the Series 2008 Bonds in replacement for the Northern Trust; and

WHEREAS, under the terms of the Series 2008 Indenture, the Issuer needs to consent to the appointment of U.S. Bancorp; and

WHEREAS, U.S. Bancorp satisfies the qualifications for a Remarketing Agent under the Series 2008 Indenture; and

WHEREAS, the President and the Board of Trustees of the Village (the "*Board*") finds and determines that it is desirable and in the best interests of the Issuer to authorize, approve and consent to the appoint of U.S. Bancorp as the new Remarketing Agent for the Series 2008 Bonds in replacement for the Northern Trust and to authorize and approve the execution and delivery of any and all necessary or appropriate documentation to effect the foregoing;

NOW, THEREFORE, Be It Ordained by the President and the Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1. That the President and the Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. That the Issuer hereby authorizes, approves and consents to the appoint of U.S. Bancorp as the new Remarketing Agent for the Series 2008 Bonds in replacement for the Northern Trust.

Section 3. That the Issuer hereby approves the execution and delivery by the Corporation and U.S. Bancorp of a new Remarketing Agreement, providing for the appointment of U.S. Bancorp as the new Remarketing Agent; such new Remarketing Agreement shall be in such form as is approved by the Corporation and the new Remarketing Agent.

Section 4. That the President, the Village Clerk, the Village Treasurer and any other official, employee or agent of the Issuer be, and each of them hereby is, authorized and directed to execute, attest, seal and deliver any and all agreements, instruments, documents and certificates, to do any and all things deemed necessary to effect the appointment of U.S. Bancorp as the new Remarketing Agent for the Series 2008 Bonds and the execution and delivery of such agreements, instruments, documents and certificates, and to perform the obligations and duties of the Issuer hereunder and thereunder, all as shall be necessary and desirable to carry out the intent and purposes of this Ordinance, including the preambles to this Ordinance.

Section 5. That all acts of the President, the Board and the officers, officials, agents and employees of the Issuer that are in conformity with the intent and purposes of this Ordinance, whether heretofore or hereafter taken or done, be, and the same are hereby, in all respects, ratified, confirmed and approved.

Section 6. That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions of this Ordinance.

Section 7. That a full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the President and the Board.

Section 8. That all ordinances, resolutions, or parts thereof, in conflict herewith are hereby superseded to the extent of such conflict; and that this Ordinance shall be in full force and effect immediately upon its passage and approval.

AYES: _____

_____

_____

_____

NAYS: _____

ABSENT OR NOT VOTING: _____

ADOPTED: July 11, 2016

APPROVED: July 11, 2016

_____
President, Village of Brookfield,
Cook County, Illinois

Published in pamphlet form by authority of the President and Board of Trustees on July 11, 2016.

ATTEST:

_____
Village Clerk, Village of Brookfield,
Cook County, Illinois

Trustee _____ moved and Trustee _____ seconded the motion that said ordinance as presented be adopted.

After a full discussion thereof, the President directed that the roll be called for a vote upon the motion to adopt the ordinance.

Upon the roll being called, the following Trustees voted "AYE": _____ _____; the following Trustees voted "NAY": _____; and the following Trustees were absent or not voting: _____.

Whereupon the President declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the Village Clerk to record the same in full in the records of the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, which was done.

* * *

(Other Business)

Upon motion duly made and seconded, the meeting adjourned.

_____
Village Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF AGENDA, MINUTES AND ORDINANCE

I, Brigid Weber, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Brookfield, Cook County, Illinois (the *"Issuer"*), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the Issuer and the President and Board of Trustees of the Issuer (the *"Board"*).

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Board held on the 11th day of July, 2016, insofar as the same relates to the adoption of Ordinance Number 2016-31 entitled:

> AN ORDINANCE AUTHORIZING AND APPROVING THE APPOINTMENT OF A NEW REMARKETING AGENT FOR THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS ADJUSTABLE RATE DEMAND REVENUE BONDS, BROOKFIELD ZOO PROJECT, SERIES 2008, AUTHORIZING OR APPROVING THE EXECUTION AND DELIVERY OF ANY NECESSARY DOCUMENTS TO EFFECT SUCH APPOINTMENT; AND AUTHORIZING CERTAIN RELATED MATTERS

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the President and the Board on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio and television stations and other news media requesting such notice on a day which was not a Saturday, Sunday or legal holiday for Illinois municipalities and not less than 48 hours prior to such meeting; that the agenda for said meeting was posted at the principal office of the Board and at the location where said meeting was held at least 48 hours in advance of the holding of said meeting; that said agenda described or made specific reference to said ordinance; that a true, correct and complete copy of said agenda as so posted is attached hereto; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended; and that the President and the Board complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the conduct of said meeting.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Issuer this 11th day of July, 2016.

_____
Village Clerk

[SEAL]

[VILLAGE CLERK TO ATTACH AGENDA]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, Brigid Weber, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Brookfield, Cook County, Illinois (the *"Issuer"*), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the Issuer and the President and Board of Trustees of the Issuer (the *"Board"*).

I do further certify that on the 11th day of July, 2016, there was published in pamphlet form, by authority of the Board, a true, correct and complete copy of Ordinance Number 2016-31 of the Issuer providing for the approval of (i) the appointment of U.S. Bancorp Investments, Inc. ("*USBII*") and U.S. Bank Municipal Securities Group, a division of U.S. Bank National Association ("*U.S. Bank*" and together with USBII, "*U.S. Bancorp*") as the new Remarketing Agent for the Series 2008 Bonds and (ii) the execution and delivery of all necessary and appropriate documents to effect such amendments, and that said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as Village Clerk located at 8820 Brookfield Avenue, Brookfield, Illinois 60513.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Issuer this 11th day of July, 2016.

_____
Village Clerk

[SEAL]

COMMITTEE ITEM MEMO

ITEM: Auto/Mutual Aid Agreement Between Brookfield & Lyons Fire Departments

COMMITTEE DATE: June 27th, 2016
PREPARED BY: Patrick Lenzi, Chief of Fire Department

PURPOSE: To establish a written agreement outside of the existing MABAS agreement

BUDGET AMOUNT: Village of Brookfield Attorney's Fees for document approval and implementation

BACKGROUND:

When a community is stricken with a fire or other large scale emergency, it is common for that community's fire department to receive assistance from neighboring communities through a series of escalating alarm requests. A still alarm is often the initial alarm which sets forth a fire department's response to an emergency incident. In Brookfield and most of our surrounding communities, a fire department's still alarm response usually consists of the stricken fire department and several neighboring fire departments through an auto or mutual aid agreement. A full-still alarm is the next level of response. A full-still alarm brings in several more neighboring fire departments. If more assistance is needed after the full still alarm, a box alarm is then requested. Once a box alarm is requested, the Mutual Aid Box Alarm System (MABAS) association provides an abundance of resource assistance to its members. Besides dispatching, enhanced on-scene communications, staffing, specialty teams, and equipment, another resource provided by MABAS is in the form of written language. This language states the parameters of liability among its member fire departments responding to each other's requests for assistance. However, unless a written agreement is in place between two fire departments prior to the box alarm level, a fire department could potentially become vulnerable to a liability issue. Brookfield and Lyons Fire Departments are both dues paying members of the Illinois MABAS association. Since 2006, Lyons has provided auto aid to Brookfield's south half of town from the BNSF Railroad tracks south to 47th Street at the initial still alarm level. To date, Brookfield also initiates fire and large scale emergency responses to Lyons, but only at the full-still alarm level. Lyons recently requested Brookfield to provide an auto aid response similar to what Lyons provides Brookfield. Both Fire Chiefs agreed that Brookfield respond to the west half of Lyons from Custer Avenue east to Joliet Avenue. Brookfield and Lyons Fire Departments work extremely well together under the premise of a hand shake. However, because auto aid and full still alarm responses do not fall under MABAS guidelines, our two departments could be subject to potential liability issues. Therefore, a written agreement is needed. Another area in need of consideration is mutual aid ambulance response. Mutual aid ambulance responses between Brookfield and Lyons Fire Departments also occur periodically. Due to their level of frequency, ambulance responses could be the largest liability potential. Imagine an accident involving an ambulance from a mutual aid fire department with no written agreement in place. Lack of a written agreement in place leaves the liability in limbo which could prove costly even if our fire department was not involved in the accident. Language in this proposed written agreement would also cover mutual aid ambulance response liability. Members of the Brookfield Village Board voted unanimously in favor of a similar resolution established between Brookfield & Riverside Fire Departments as well as Brookfield and McCook Fire Departments. RESOLUTION NO. R-2008-690 was passed and approved on September 22nd, 2008. Brookfield/McCook Auto Aid was addressed at the COW on November 24th, 2008, and passed in December, 2008

ATTACHMENTS:

McCook Fire Department's Intergovernmental Agreement (IGA) with Brookfield approved by the Village of McCook on November 3rd, 2008. Riverside Fire Department's IGA with Brookfield, September, 2008; Lyons Auto Aid DC 070506; Ginex OK LGPK LYON Auto Aid 051706

STAFF RECOMMENDATION:

Staff recommends board discussion and approval for a recognized written auto/mutual aid agreement between Brookfield and Lyons Fire Departments.

REQUESTED COURSE OF ACTION:

I request that the Village Board of Trustees place consideration for approving an auto/mutual aid agreement on the July 12th Omnibus agenda. Thank you.

DEPARTMENTAL CORRESPONDENCE

Date: July 5th, 2006
To: All Personnel
From: Chief Lenzi
Re: Lyons Auto Aid

Today I spoke with Chief Nord, Lyons Fire Department. Starting today, Lyons will automatically respond their Squad to Brookfield for any AFA or possible structure fire located on the SOUTH SIDE of the Burlington Northern Santa Fe Railroad Tracks. REMEMBER TO REQUEST THEM ALONG WITH LAGRANGE'S TRUCK WHEN ACTIVATING THE PAGING SYSTEM.

Chief Nord is in the process of finalizing his box card changes that depict Brookfield automatically responding an engine to Lyons for any AFA or possible structure fire located from LAWNDALE WEST TO AND INCLUDING CUSTER. A STATION ONE ENGINE WILL BE THE RESPONSE ENGINE TO THIS AREA. We should start responding to the above stated area within the next two to three weeks.

AUTOMATIC AID AGREEMENT

This Automatic Aid Agreement ("Agreement") made and entered into the date set forth next to the signature of the respective parties, by and between the Village of Riverside, an Illinois municipal corporation, Cook County, Illinois (hereinafter generically referred to as a "Member Unit"), and the Village of Brookfield, an Illinois municipal corporation, Cook County, Illinois (hereinafter generically referred to as a "Member Unit") (hereinafter collectively referred to as the "parties") that have approved this Agreement and adopted same in manner as provided by law.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the *Intergovernmental Cooperation Act,* 5 ILCS 220/1 *et seq.,* provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the *Intergovernmental Cooperation Act* 5 ILCS 220/5, provides that anyone or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of automatic aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Village of Riverside, an Illinois municipal corporation, Cook County, Illinois, and the Village of Brookfield, an Illinois municipal corporation, Cook County, Illinois, agree as follows:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophies, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through this Agreement is desirable for the effective and efficient provision of automatic aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this Agreement shall be defined as follows:

A. "Automatic Aid Agreement": A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the parties of the Agreement and amended from time to time;

B. "Member Unit": A unit of local government including but not limited to a city, village or fire protection district having a fire department recognized by the State of Illinois, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of this Agreement;

C. "Stricken Unit": A Member Unit which requests aid in the event of an emergency;

D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;

E. "Emergency": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid;

F. "Division": The geographically associated Member Units or unit which have been grouped for operational efficiency and representation of those Member Units;

G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of this automatic aid agreement.

SECTION THREE

Authority and Action to Effect Automatic Aid

A. The Member Units hereby authorize and direct their respective Fire Chief, or his designee, to take necessary and proper action to render and/or request automatic aid from the other Member Units in accordance with the policies and procedures established and maintained by the parties of this Agreement. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Fire Chief. or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.

B. Whenever an emergency occurs and conditions are such that the Fire Chief, or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.

C. The Fire Chief, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Determine what equipment, personnel and/or services is requested according to this Agreement;

2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;

3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of the parties of this Agreement;

4. Notify the Stricken Unit *if* any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Fire Chief or Senior Officer of the Stricken Unit. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Fire Chief or his designee; provided, however, that the party withdrawing such aid shall notify the Fire Chief or Senior Officer of the party requesting aid of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing

herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

SECTION SIX

Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, bodily injury, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of $1,000,000 auto and $1,000,000 combined single limit for general liability, professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The parties of this Agreement may require that copies or other evidence of compliance with the provisions of this Section be provided to the Member Units of this Agreement. Upon request, a Member Unit shall provide such evidence as herein provided to the other Member Units.

SECTION SEVEN

Indemnification

Each party hereto agrees to waive any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorney's fees, against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance or non-performance of this Agreement; provided, however, that such

claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party; provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid. This indemnity shall include, but is not limited to, attorney's fees and costs that may arise from providing aid pursuant to this Agreement. All employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees.

SECTION EIGHT

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond; however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for

failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the other Member Units of this Agreement through the Office of the Fire Chief of each Member Unit specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

SECTION TEN

Effectiveness

This Agreement shall be in full force and effect upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

SECTION ELEVEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided,

however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto.

SECTION TWELVE

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

SECTION THIRTEEN

Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail, or by certified mail to the parties at such addresses as may be designated from time to time by the parties of this Agreement or, to other such addresses as shall be agreed upon.

SECTION FOURTEEN

Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

SECTION FIFTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION SIXTEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto.

IN WITNESS WHEREOF, the patties have adopted, and subscribe to, and approve this Automatic Aid Agreement. This signatory certifies that this Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

VILLAGE OF RIVERSIDE
AN ILLINOIS MUNICIPAL
CORPORATION
COOK COUNTY, ILLINOIS

By: _____
Its: Village President or Mayor
Date: _____

ATTEST:
By: _____
Its: Secretary
Date: _____

VILLAGE OF BROOKFIELD
AN ILLINOIS MUNICIPAL
CORPORATION
COOK COUNTY, ILLINOIS

By: _____
Michael J. Garvey, Village President
Date: _____

ATTEST:
By: _____
Brigid Weber, Village Clerk

Date: _____

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF McCOOK AND THE VILLAGE OF BROOKFIELD PROVIDING FOR AUTOMATIC AID IN RESPONDING TO FIRE PROTECTION ALARMS

This Intergovernmental Agreement ("Agreement") made and entered into the date set forth next to the signature of the respective parties, by and between the Village of McCook, an Illinois municipal corporation, Cook County, Illinois (hereinafter referred to as "McCook"), and the Village of Brookfield, an Illinois municipal corporation, Cook County, Illinois (hereinafter referred to as "Brookfield"), having approved this Agreement and adopted the same as provided by law.

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, 1970, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, Section 5 of the *Intergovernmental Cooperation Act*, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of automatic aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, McCook and Brookfield agree as follows:

SECTION ONE
Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through this Agreement is desirable for the effective and efficient provision of automatic aid.

SECTION TWO
Definitions

For the purpose of this Agreement, the following terms as used in this Agreement shall be defined as follows:

A. "Automatic Aid Agreement" : A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the parties of the Agreement and amended from time to time;

B. "Member Unit": A unit of local government including but not limited to a city, village or fire protection district having a fire department recognized by the State of Illinois, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the Agreement and has been appropriately authorized by

the governing body to enter into such agreement, and to comply with the rules and regulations of this Agreement;

C. "Stricken Unit": A Member Unit which requests aid in the event of an emergency;

D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;

E. "Emergency": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid;

F. "Division": The geographically associated Member Units or unit which have been grouped for operational efficiency and representation of those Member Units;

G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of this automatic aid agreement.

SECTION THREE
Authority and Action to Effect Automatic Aid

A. The following Automatic Aid Agreement shall apply to fire calls in McCook and Brookfield:

1. In the event Brookfield is a stricken unit, McCook, as Aiding Unit, shall send an engine (pumper) to fire calls in Brookfield.

2. In the event McCook is a stricken unit, Brookfield, as Aiding Unit, shall send a truck (aerial ladder vehicle) to fire calls in McCook.

B. The Member Units hereby authorize and direct their respective Fire Chief, or his designee, to take necessary and proper action to render and/or request automatic aid from the other Member Units in accordance with the policies and procedures established and maintained by the parties of this Agreement. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Fire Chief, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.

C. Whenever an emergency occurs and conditions are such that the Fire Chief, or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.

D. The Fire Chief, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Determine what equipment, personnel and/or services is requested according to this Agreement;

2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;

3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of the parties of this Agreement;

4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR
Jurisdiction over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Fire Chief or Senior Officer of the Stricken Unit. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Fire Chief or his designee; provided, however, that the party withdrawing such aid shall notify the Fire Chief or Senior Officer of the party requesting aid of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE
Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

SECTION SIX
Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, bodily injury, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of $1,000,000 auto and $1,000,000 combined single limit for general liability, professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The parties of this Agreement may require that copies or other evidence of compliance with the provisions of this Section be provided to the Member Units of this Agreement. Upon request, a Member Unit shall provide such evidence as herein provided to the other Member Units.

SECTION SEVEN
Indemnification

Each party hereto agrees to waive any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorney's fees, against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance or non-performance of this Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party; provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid. This indemnity shall include, but is not limited to, attorney's fees and costs that may arise from providing aid pursuant to this Agreement. All employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees.

SECTION EIGHT
Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond; however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE
Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the other Member Units of this Agreement through the Office of the Fire Chief of each Member Unit specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

SECTION TEN
Effectiveness

This Agreement shall be in full force and effect upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

SECTION ELEVEN
Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto.

SECTION TWELVE
Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

SECTION THIRTEEN
Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail, or by certified mail to the parties at such addresses as may be designated from time to time by the parties of this Agreement or, to other such addresses as shall be agreed upon.

SECTION FOURTEEN
Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

SECTION FIFTEEN
Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION SIXTEEN
Amendments

This Agreement may only be amended by written consent of all the parties hereto.

IN WITNESS WHEREOF, the parties have adopted, and subscribe to, and approve this Automatic Aid Agreement. This Signatory certifies that this Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

VILLAGE OF McCOOK

By: _____
Its: Village President or Mayor

Date: 11/03/08

ATTEST:

By: _____
Its: Village Clerk

Date: 11/4/08

VILLAGE OF BROOKFIELD

By: Michael J. Hannagy
Its: Village President or Mayor

Date: 12/10/08

ATTEST:

By: Brigid Weber
Its: Village Clerk

Date: 12/10/08

COMMITTEE ITEM MEMO

ITEM:	2015 Annual Audit Report (Comprehensive Annual Financial Report)
COMMITTEE DATE:	June 27, 2016
PREPARED BY:	Doug Cooper, Finance Director
PURPOSE:	Summary/Update Audit Report
BUDGET AMOUNT:	None

BACKGROUND:

Attached is the annual audit for the year ended December 31, 2015. Ms. Jennifer Kreuger, Manager at Lauterbach and Amen, will be available at the next Committee Meeting to make a short presentation and answer any questions. The attached schedule highlights the Annual Financial Report.

Also attached in the Management Letter and Staff Responses.

If you have any questions or comments, please inform staff.

ATTACHMENTS:

Annual Audit Report with Schedule of Highlights, and Related Management with Staff responses.

STAFF RECOMMENDATION:

None-informational only

REQUESTED COURSE OF ACTION:

None-informational only

VILLAGE OF BROOKFIELD
ANNUAL FINANCIAL REPORT
SCHEDULE OF HIGHLIGHTS FOR THE YEAR ENDED DECEMBER 31, 2015

The Village received an unqualified opinion from its external auditing firm, Lauterbach and Amen – see pages 1 – 2

The Village's Certified Annual Financial Report's (CAFR) Transmittal Letter (pgs. iii – vii) and the Management's Discussion and Analysis (pgs. MD&A 1 – MD&A 15) are a very good overview and summary analysis of the Village's 2015 operations.

Other items to be noted in the CAFR are as follows:

ITEM #	PAGE #	DESCRIPTION
1.	10	For the Year Ended December 31, 2015, the General Fund experienced an Excess of Revenues over Expenditures and other Financing Sources and Uses in the amount of $88,663.
2.	7	The General Fund shows a committed balance of $1,714,360. An additional $50,000 will be added to this amount in July 2016.
3.	7	Total General Fund fund balance amounts to $2,965,102, or 18.90% of General Fund Expenditures. The goal of the Village is to achieve a 25% ratio.
4.	11	Total Governmental Fund reserves decreased $1,086,973. The majority of this decrease comes from the Infrastructure Project Fund; expenditures exceeded revenues by $1,151,868. The fund ended the fiscal year with deficit reserves in the amount of $1,205,773. The Village will transfer funds from the General Fund in 2016 through 2018 to cover this deficit.
5.	15	Total Enterprise Fund reserves increased by $506,842: Water and Sewer Fund $506,842 and Garbage Fund $125,222. Both funds continue to show stable growth.
6.	57	The following table compares the Village's funding levels for 2014 and 2015:

	2014	2015
FUND	FUNDED	FUNDED
IMRF		
POLICE PENSION	45.10%	42.70%
FIRE PENSION	62.30%	60.00%

VILLAGE OF BROOKFIELD, ILLINOIS

COMPREHENSIVE ANNUAL FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED
DECEMBER 31, 2015

VILLAGE OF BROOKFIELD, ILLINOIS

COMPREHENSIVE ANNUAL FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED
DECEMBER 31, 2015

Prepared by:
Finance Department

VILLAGE OF BROOKFIELD, ILLINOIS

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INTRODUCTORY SECTION

This section includes miscellaneous data regarding the Village of Brookfield including: List of Principal Officials, Organizational Chart, Transmittal Letter, and Certificate of Achievement for Excellence in Financial Reporting.

VILLAGE OF BROOKFIELD, ILLINOIS

List of Principal Officials
December 31, 2015

LEGISLATIVE

Village President: Kit P. Ketchmark

Village Clerk: Brigid Weber

BOARD OF TRUSTEES

David LeClere	Ryan P. Evans
Michael J. Garvey	Brian S. Oberhauser
Nicole M. Gilhooley	Michelle D. Ryan

ADMINISTRATIVE

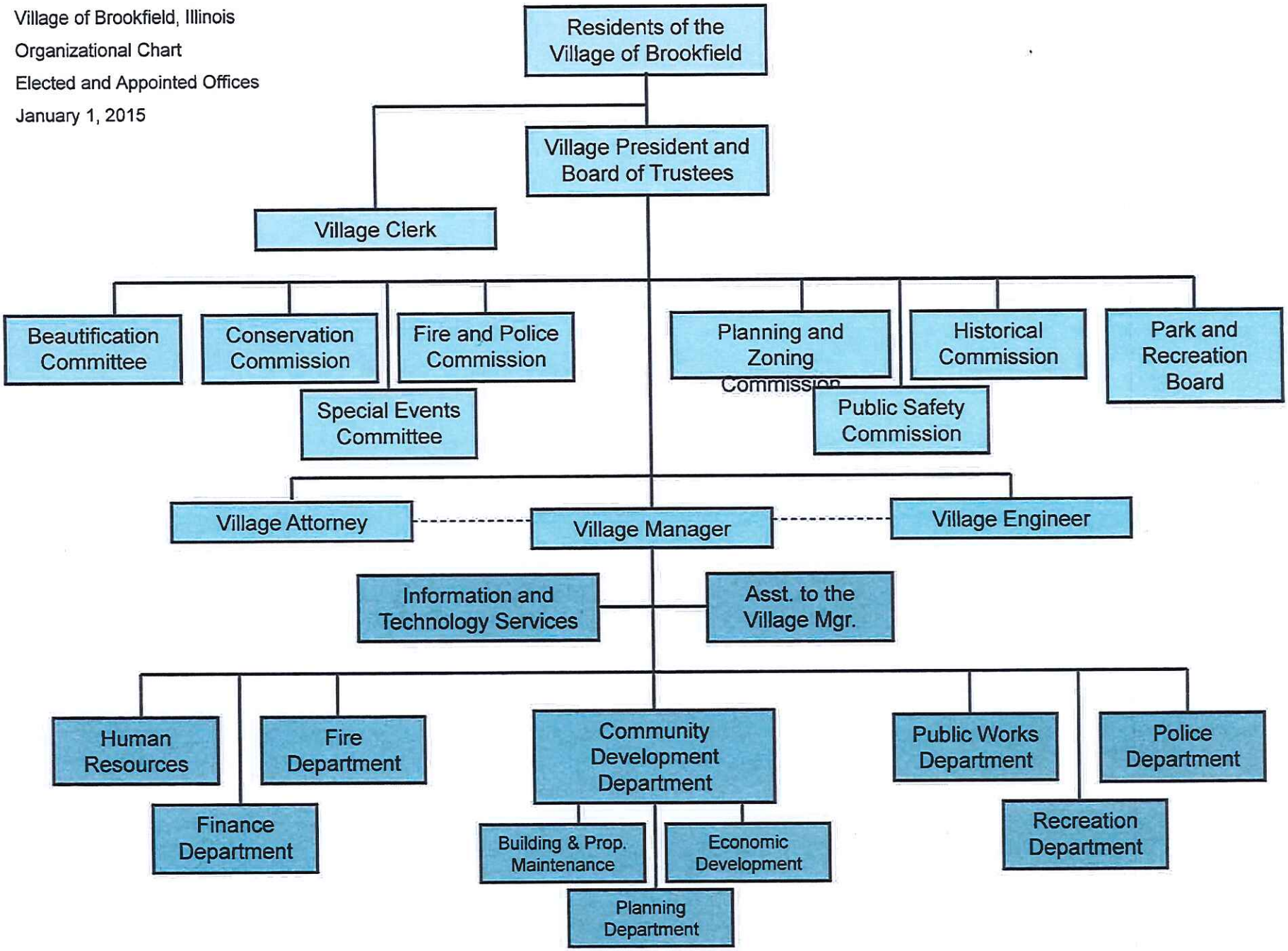
Village Manager	Keith R. Sbiral
Assistant to the Village Manager	Theresa Coady
Director of Community and Economic Development	Nicholas W. Greifer
Director of Public Works	Ken Blaauw
Director of Human Resources	Michelle Robbins
Chief of Police	James Episcopo
Fire Chief	Patrick Lenzi
Finance Director	Doug Cooper

Village of Brookfield, Illinois

Organizational Chart

Elected and Appointed Offices

January 1, 2015



Village of Brookfield

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

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

May 27, 2016

Honorable President Kit P. Ketchmark,
Honorable Members of the Village Board of Trustees
Citizens of the Village of Brookfield, Illinois

The Comprehensive Annual Financial Report (CAFR) of the Village of Brookfield, Illinois (Village) as of December 31, 2015 is hereby submitted. As mandated by Village Ordinance and State Statutes, the Village is required to annually issue a report on its financial position and activity presented in conformity with generally accepted accounting principles (GAAP) of the United States of America and audited by an independent certified public accountant in accordance with generally accepted auditing standards. Pursuant to that requirement, the comprehensive annual financial report of the Village of Brookfield, Illinois for the fiscal year ended December 31, 2015 is hereby submitted.

This report consists of management's representations concerning the finances of the Village of Brookfield. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft or misuse and to compile sufficient reliable information for the preparation of the Village of Brookfield's financial statements in conformity with (GAAP). Because the cost of internal controls should not outweigh their benefits, the Village of Brookfield's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The Village of Brookfield's financial statements have been audited by Lauterbach & Amen, LLP, a firm of licensed certified public accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements of the Village of Brookfield for the fiscal year ended December 31, 2015, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the Village of Brookfield's financial statements for the fiscal year ended December 31, 2015, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

GAAP require that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The Village of Brookfield's MD&A can be found immediately following the report of the independent auditors.

Profile of the Village of Brookfield

The Village is a predominantly residential, commuter suburb located 12 miles west of downtown Chicago, with a historically stable population of approximately 19,000 residents. The Village has a land area of 3.1 square miles and is completely developed. Light to medium industry and retail establishments are located on the Village's major thoroughfares, while a combined freight and commuter rail line bisects the community. In addition to 64 acres of Village parks, Brookfield is also home of the internationally famous Chicago Zoological Society (Brookfield Zoo).

The Village was incorporated in 1893 as Grossdale, and was renamed Brookfield in 1905. The Village is organized as a non-home rule municipality with authority and power as established under the Illinois Municipal Code chapter of the Illinois Compiled Statutes. Policy making and legislative authority are vested in the corporate authorities which consist of a Village President (Chief Executive Officer) and a six member Board of Trustees. The Board is responsible, among other things, for passing ordinances, adopting the annual appropriations ordinance, appointing advisory boards and commissions, and appointing the Village Manager (Chief Administrative Officer). The Village Manager is responsible for carrying out the policies and ordinances of the Board, for overseeing the day-to-day operations of the Village, and for recruiting and selecting staff. The Board is elected at-large to four year staggered terms with three Trustees elected every two years. The President and Village Clerk are also elected to four year terms.

The Village provides a full range of services, including police and fire protection; maintenance of streets and other infrastructure; operation of a water and sewer enterprise; community and economic development, and recreational activities and community events. The Village is also financially accountable for a legally separate library district, which is reported separately on the Village's financial statements.

The annual appropriations ordinance serves as the foundation for the Village's financial planning and control. Each year all departments of the Village are required to submit requests for appropriation to the Village Manager and these requests serve as the basis for development of a proposed appropriation ordinance. The Village Manager then presents this proposal to the Village President and Board of Trustees. The Village Board is required to hold at least one public hearing on the proposed appropriation and adopt a final appropriations ordinance no later than the end of the first quarter of the fiscal year. The appropriation is prepared by fund, department and object. The Corporate Authorities, by a two-thirds vote, may make transfers from one object to another so long as no appropriation falls below an amount sufficient to cover all obligations incurred against the appropriation. Budget to actual comparisons are provided in this report for each individual governmental fund for which an appropriation has been adopted. For the General Fund, and other governmental funds this comparison is presented in the "Other Supplementary Information" subsection of this report.

Factors Affecting Financial Condition

Local economy—like many of the metropolitan area's older inner ring suburbs, Brookfield's economy contains a mix of small retail and service business that primarily serve residents of the Village and a few adjoining communities, and some light to medium manufacturing and industry.

The Village's largest single sources of revenue is property taxes which generally are stable and predictable. Increases in the Village's annual levy are limited by the Property Tax Extension Limitation Law (PTELL). PTELL limits the increase in the property tax extensions (total taxes billed) for non-home rule taxing districts to the lower of the National Consumer Price index or 5%, excluding any new growth. For the 2015 calendar year, the rate was .7%. Unfortunately, the Village has seen an annual decrease of the Equalized Assessed Valuation over the last four years, which has continued to erode the tax base resulting in diminishing tax receipts. The low growth factor in property taxes, as well as in other revenue line items, has required the Village to review its operations and make the necessary reductions where necessary. The challenge continues to be finding ways to meet this declining flow of resources, while trying to maintain service levels to Village residents. One of the options the Village determined to be feasible was a bond referendum to fund the street program. This option is described in more detail later in this letter.

Economic Development—the Village has two established TIF Districts: the Ogden Ave. TIF, in existence since 2008, and the adjacent Congress Park TIF, established in late 2011. The Congress Park TIF is located at the western edge of Brookfield, and is part of the gateway to the community. The Ogden TIF extends the entire length of Ogden, eastward to the boundary with Lyons.

In 2015, the Village studied the feasibility of establishing a third TIF district in the Eight Corners area of Brookfield. After careful consideration, the Village's Community Development Department determined that the creation of this TIF would be beneficial to the Village, and with the guidance of its consultants has begun the process of establishing the Eight Corner's TIF District.

Ogden Ave. TIF: The Ogden Ave. TIF District has experienced much private development by current business owners since the TIF was created, mostly in the form of remodels and updating of facilities. Along with updated business facilities, the Ogden TIF has also see an influx on new businesses, including DJ's Scuba Shop, Marathon Gas Station and the redevelopment of two parcels into a new Dunkin' Donuts and a Pita Pit Sandwich Shop. In 2015, the Village also saw the grand opening of a new Advanced Auto Parts store, the redevelopment of a restaurant long vacated, and in the summer of 2015, the Village Board passed a development agreement with Sherwin Williams to locate a retail establishment on a piece of Village owned property – the long vacant Lucas Oil parcel. This shop opened in the fall of 2015 and has brought a fresh appearance to the Village's western entrance. In June of 2013, the Village purchased another parcel within the Ogden TIF along Blanchan Ave. to provide additional space for future development interests.

Congress Park TIF: The Congress Park TIF was the result of acquired property which had been distressed—the former Moose Hall property. Currently, the Village has established a

temporary commuter parking lot on the land. It is expected that future development on the parcel will occur as the economy improves.

The Village will continue to pursue various development options in 2016 for both existing TIFs. As part of a comprehensive economic development strategy, staff continues to be extremely active in discussions with potentially new enterprises seeking to set up or relocate in the Village. Village staff is optimistic that as the economy strengthens, the TIF districts will begin to see interest by developers.

In addition to the TIFs, the Village is pursuing a variety of economic development strategies. This includes outreach and marketing to regional developers, memberships in local business associations, and pursuit of transportation and biking projects to improve the physical environment for business.

Finally, in early 2015, the Village hired for a newly established position: full time Community and Economic Development Director. This individual will oversee all aspects of the Community and Economic Development Department, as well as promoting economic development within Brookfield. As the Department Head, he will work closely with the Village's Planning, Zoning, and Economic Development Committee to promote business development within the Village, as well as external stakeholders (e.g. Brookfield Chamber of Commerce).

Long-term financial planning-Management's top priority for the next several years will continue to center on the rehabilitation of the Village's aging infrastructure. As part of the 2016 Budget Process, the Village approved the 5-year capital plan. The Five Year Plan provides a blueprint for future spending over the next five years, including the funding of the Village's Road Program, as well as other infrastructure projects. The Program will be utilized by the current Board in developing a financing framework and setting priorities for individual projects. The Village plans to review and update the plan every two years as an ongoing task associated with the Annual Budget Process.

During the development of the 2016 Five Year Plan, it was determined that there was no potential for a continuing road program over the next three years given the financial condition of the Infrastructure Fund. It was concluded that in order to properly fund a road program as well as provide sufficient service levels, a Bond Referendum would need to be considered. Village staff developed an eight year road program to be funded over 14 years, which would address the road program, and as a result, maintain funding levels for Village operations. The plan also addresses the continuity of a proper road program into the future. The referendum was held in March 2016 and passed with a 58

In January 2010, the Board of Trustees formally adopted a resolution regarding the creation and sustainability of a reserve for the Village which would be used to support the Village during extremely difficult financial times. The resolution and related ordinance stipulated several conditions regarding the release and use of the reserve funds. It is the Board's desire to attain a reserve level of 25% of the General Fund's actual expenditures, or approximately$3,000,000. Through the end of 2015, the Village had committed $1,715,506 with an anticipated addition of $50,000 in 2016.

Major Initiatives

The Village continues to actively seek new sources of funding for various infrastructure projects. With the help of the Village engineer, IDOT grants are continuously sought and awarded which help to defray the cost of road improvements and the related engineering fees. In 2015, the Village received notification of a Federal Road Program which would finance the reconstruction of Shields Avenue from Eberly to Maple Ave. The total construction and engineering costs of the project, $1,335,766 would be shared with the Illinois Department of Transportation (IDOT); the Village would pay 25% of the costs, or $333,941, with the IDOT covering the remaining 75% ($1,001,824).

Also, the Village is addressing flood control issues throughout the Village—the Flood mitigation program in which qualified residents are reimbursed for up to 50% in an amount not to exceed $5,000 has been very successful. In 2015, the Village appropriated $200,000 towards this program, with another $100,000 anticipated for the 2016 fiscal year. The Village has also begun planning for a $2,000,000 flood water retainage project—the Metropolitan Water Reclamation District has awarded a 50% grant up to $1,000,000 to help cover the costs of this project, which is expected to break ground in the summer of 2016.

Acknowledgments

The preparation of this report could not have been accomplished without the dedicated services of the Finance Department staff. We also express our appreciation to all the Village departments that helped to compile historical trend information. Finally we would like to thank Lauterbach & Amen, LLP for their technical advice in preparing the comprehensive annual financial report this year. Recognition and appreciation are extended to the Village President Kit P. Ketchmark and the Board of Trustees for their interest and support of staff recommendations in regards to improvements to the Village's financial condition and reporting process.

Respectfully submitted,

Keith R. Sbiral, AICP
Village Manager

Douglas E. Cooper
Treasurer

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Village of Brookfield

Illinois

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

December 31, 2014

Executive Director/CEO

FINANCIAL SECTION

This section includes:

- Independent Auditors' Report
- Management's Discussion and Analysis
- Basic Financial Statements
- Required Supplementary Information
- Combining and Individual Fund Statements and Schedules

INDEPENDENT AUDITORS' REPORT

This section includes the opinion of the Village of Brookfield's independent auditing firm.

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INDEPENDENT AUDITORS' REPORT

May 27, 2016

The Honorable Village President
Members of the Board of Trustees
Village of Brookfield, Illinois

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Village of Brookfield, Illinois, as of and for the year ended December 31, 2015, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Village's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Village of Brookfield, Illinois, as of December 31, 2015, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis as listed in the table of contents and budgetary information reported in the required supplementary information as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village of Brookfield, Illinois', basic financial statements. The introductory section, combining and individual fund financial statements and budgetary comparison schedules, supplemental schedules, and statistical section are presented for purposes of additional analysis and are not a required part of the financial statements.

The combining and individual fund financial statements and budgetary comparison schedules and supplemental schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements and budgetary comparison schedules and supplemental schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Lauterbach & Amen LLP

LAUTERBACH & AMEN, LLP

MANAGEMENT'S DISCUSSION AND ANALYSIS

VILLAGE OF BROOKFIELD

Management's Discussion and Analysis
December 31, 2015

As management of the Village of Brookfield, we offer readers of the financial statements this narrative overview and analysis of the financial activities of the Village of Brookfield for the twelve months ended December 31, 2015. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal which can be found in the introductory section of this report.

Financial Highlights

The total assets/deferred outflows of the Village of Brookfield exceeded its liabilities/deferred inflows at the close of the most recent fiscal year by $17,108,758 (net position).

During 2015, the Village's total net position decreased by $(3,612,033). Net position attributable to Governmental Activities decreased by $(4,176,901) while net position from Business-type activities (water and garbage) increased by $564,868. The decrease in net position for the governmental activities is due to the continued increase in pension liabilities for the Village's IMRF, Police, and Firefighter' Pension. In general, outside of Pension adjustments, the Village's Governmental Activities operating costs have stabilized over the last three years, and are only slightly increasing. The Village's business-type activities net position increased primarily due to a rate increase in both the Water Service Charge and the Garbage Collection Charge. Rates were increased annually from 2010 through 2015 by the City of Chicago for water supply costs, and by the waste hauling contractor for refuse collection and dumping fees.

Total Village expenses increased by $4,498,345 over the previous year. The increase can be most attributed to the increase in pension obligations as explained above. Overall departmental expenditures increased slightly, or in the case of certain personnel costs, decreased, as the IMRF ERI program took effect. In 2014, the Village offered an early retirement incentive (ERI) program for qualified employees. A total of seven employees took advantage of the ERI program. In the Business Type activities, as mentioned previously, there was a 12.5% rate increase on the cost of purchasing water from the Brookfield North Riverside Water Commission.

As of the close of the current fiscal year the Village's governmental funds reported combined ending fund balances of $3,079,289 a decrease of $(1,086,973) from the previous year's ending fund balance. This is attributed to an aggressive road program which occurred in 2015.

The Village's General Fund reported an excess of revenues over expenditures before transfers and other financing sources of $512,347, as compared to a 2015 amended budget increase of $866,034.

At the end of the current fiscal year, the fund balance for the General Fund was $2,965,102 or 18.90% of total General Fund expenditures.

Scheduled debt service payments were made in a timely manner resulting in a total decrease in debt of $1,391,686 including Village, Special Service Area, Installment Contract/Bank Note and Water and Sewer Debt. Total interest paid on this debt amounted to $297,358, for a total Village Debt Service of $1,689,044.

During 2015, the Village also refinanced the 2006 A and 2006 B Bonds totaling $5,380,000 through the issuance of the 2015A Bonds ($2,220,000) and the 2015B Bonds ($3,155,000). Through this refunding, the Village reduced its total debt service by $424,732, and obtained an economic gain of $463,337.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the Village of Brookfield's basic financial statements. The Village's basic financial statements are comprised of three components: 1) governmental-wide financial statements; 2) fund financial statements; and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements - The governmental-wide financial statements are designed to provide readers with a broad overview of the Village of Brookfield's finances, in a manner similar to a private sector business.

The Statement of Net Position presents information on all the Village's assets/deferred outflows and liabilities/deferred inflows, with the difference between the two reported as net position. Over time, increases and decreases in net position may serve as a useful indicator of whether the financial position of the Village is improving or deteriorating.

The Statement of Activities presents information showing how the Village's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the government-wide financial statements distinguish functions of the Village that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the Village include general government, public safety, highways and streets, and culture and recreation. The business-type activities of the Village include water and sewer operations and residential waste hauling and recycling.

The government-wide financial statements include not only the Village of Brookfield itself (known as the primary government), but also a legally separate public library district for which the Village is financially accountable. Financial information for this component unit is reported separately from the financial information presented for the primary government itself.

The government-wide financial statements can be found on pages 3 - 6 of this report.

Fund financial statements - A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Village, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Village can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds - are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund Balance Sheet and the governmental fund Statement of Revenues, Expenditures and Changes in Fund Balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Village of Brookfield maintains ten individual governmental funds. Information is presented separately in the governmental fund Balance Sheet and in the governmental fund Statement of Revenues, Expenditures and Changes in Fund Balances for the General Fund, Debt Service Fund and the Infrastructure Capital Project Fund, all of which are considered to be major funds. Data from the other seven governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report. The Village adopts an annual appropriations ordinance for its governmental funds. Budgetary comparison statements have been provided for the governmental funds to demonstrate compliance with this ordinance. The basic governmental fund financial statements can be found on pages 7 - 12 of this report.

Proprietary funds - used by the Village are of the enterprise type. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The Village uses enterprise funds to account for its water and sewer operations and residential waste hauling operation.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Water and Sewer Fund and the Garbage Fund, of which the Water & Sewer Fund is considered to be a major fund of the Village. The basic proprietary fund financial statements can be found on pages 13 -16 of this report

Fiduciary funds - are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the Village's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The basic fiduciary fund financial statements can be found on pages 17 - 18 of this report.

Notes to the financial statements - The notes provide additional information that is essential to a full understanding of the data provided in the governmental-wide and fund financial statements. The notes to the financial statements can be found on pages 19 – 67 of this report.

Other information - In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the Village's I.M.R.F., other postemployment benefit, and police and firefighters' employee pension obligations, as well as budgetary comparison information for the General Fund. Required supplementary information can be found on pages 68 - 77 of this report.

The combining statements referred to earlier in connection with non-major governmental funds are presented immediately following the required supplementary information on pensions. Combining and individual fund statements and schedules can be found on pages 78 - 124 of this report.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Village of Brookfield, assets/deferred outflows exceeded liabilities/deferred inflows by $17,108,758 at December 31, 2015.

The largest portion of the Village of Brookfield's net position - $39,744,649, reflects its investment in capital assets (land, buildings, infrastructure and equipment) less any related debt used to acquire those assets that is still outstanding.

The Village uses these capital assets to provide services to citizens; consequently these assets are not available for future spending. Although the Village's investments in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. The Village has utilized alternate revenue sources to fund its debt service in place of any property taxes.

The remaining balance of net position is composed of both restricted and unrestricted net position. The restricted net position amounts to $886,592 and represents assets legally restricted to future support of debt service, fire services, tourist, road and TIF development projects. The unrestricted net position of $(23,522,483) may be used to meet the Village's ongoing obligations to citizens and creditors.

Below is a schedule of the Village's Net position for both its Governmental and Business-type Activities as of December 31, 2015. Please note, that due to the implementation of GASB 68, the December 31, 2014 comparatives have not been restated and there are differences within the long-term liabilities which reflect the pension obligation for 2015, but not for 2014.

Village of Brookfield Net Position

	Governmental activities		Business-type activites		Total	
	Dec. 31, 2015	Dec. 31, 2014	Dec. 31, 2015	Dec. 31, 2014	Dec. 31, 2015	Dec. 31, 2014
Current assets	$ 11,879,889	$ 13,259,975	$ 4,990,069	$ 5,576,328	$ 16,869,958	$ 18,836,303
Capital assets, net	30,722,859	29,938,495	18,943,523	18,141,715	49,666,382	48,080,210
Total assets	$ 42,602,748	$ 43,198,470	$ 23,933,592	$ 23,718,043	$ 66,536,340	$ 66,916,513
Deferred outflows of resources	$ 7,119,082	$ -	$ 105,620	$ -	$ 7,224,702	$ -
Total assets/ deferred outflows	$ 49,721,830	$ 43,198,470	$ 24,039,212	$ 23,718,043	$ 73,761,042	$ 66,916,513
Current liabilities	$ 2,190,942	$ 2,204,429	$ 1,555,545	$ 1,577,280	$ 3,746,487	$ 3,781,709
Long-term liabilities	41,429,531	10,891,035	2,904,642	3,167,874	44,334,173	14,058,909
Total liabilities	$ 43,620,473	$ 13,095,464	$ 4,460,187	$ 4,745,154	$ 48,080,660	$ 17,840,618
Deferred Inflows of Resources	$ 8,568,152	$ 8,159,402	$ 3,472	$ -	$ 8,571,624	$ 8,159,402
Total liabilities/ deferred inflows	$ 52,188,625	$ 21,254,866	$ 4,463,659	$ 4,745,154	$ 56,652,284	$ 26,000,020
Net position:						
Net invested in capital assets	$ 23,901,126	$ 22,149,977	$ 15,843,523	$ 14,676,715	$ 39,744,649	$ 36,826,692
Restricted	886,592	905,251	-	-	886,592	905,251
Unrestricted	(27,254,513)	(1,111,624)	3,732,030	4,296,174	(23,522,483)	3,184,550
Total net position	$ (2,466,795)	$ 21,943,604	$ 19,575,553	$ 18,972,889	$ 17,108,758	$ 40,916,493

The Village's net position decreased by $(3,612,033) during the current fiscal year. This decrease is attributed to the Village's increased liability for its pension plans. This increase was partially offset by a reduction in personnel costs as the first year of an IMRF Early retirement Plan saw some salary reduction.

During 2015, the Village saw a slight decrease of its existing revenue streams within the governmental activities. During 2015, the Village did not increase any non-Business-type activity service charges or receive any new form of revenue.

Within the Business-type activities, the Village has been able to properly price the enterprise fund service rates in order to 1) provide adequate funding to finance water fund related debt as well as maintain reserves at an appropriate level for repairs and replacements of the water/sewer system, and 2) provide funding for additional flood control projects.

Finally, the Village Board has actively pursued grants at the federal, state and local levels to provide funding for various capital projects. During 2015, the Village secured funding for a road project, as well as a flood water pumping station. Both projects are expected to break ground in the spring and summer of 2016.

The following table shows the revenues and expenses and resulting change in net position of the Village's activities:

Village of Brookfield Changes in Net Position

	Governmental activities		Business-type activites		Total	
	Dec. 31, 2015	Dec. 31, 2014	Dec. 31, 2015	Dec. 31, 2014	Dec. 31, 2015	Dec. 31, 2014
Revenues:						
Program revenues:						
Charges for services	$ 2,384,739	$ 2,365,972	$ 8,491,643	$ 8,250,724	$ 10,876,382	$ 10,616,696
Operating grants & contributions	46,405	78,665	-	-	46,405	78,665
Capital grants & contributions	-	295,000	-	-	-	295,000
General revenues						
Property taxes	7,863,850	7,932,464	-	-	7,863,850	7,932,464
State shared taxes	5,413,777	5,350,726	-	-	5,413,777	5,350,726
Other taxes	714,246	822,830	-	-	714,246	822,830
Other revenues	352,482	437,164	3,130	2,961	355,612	440,125
Total revenues	$ 16,775,499	$ 17,282,821	$ 8,494,773	$ 8,253,685	$ 25,270,272	$ 25,536,506
Expenses:						
General government	$ 5,407,551	$ 4,351,809	$ -	$ -	$ 5,407,551	$ 4,351,809
Public safety	13,923,491	10,337,211	-	-	13,923,491	10,337,211
Highways & streets	1,666,033	1,915,477	-	-	1,666,033	1,915,477
Culture & recreation	342,035	422,081	-	-	342,035	422,081
Interest on long-term debt	237,992	280,075	-	-	237,992	280,075
Water & sewer	-	-	5,368,079	5,181,377	5,368,079	5,181,377
Garbage	-	-	1,937,124	1,895,930	1,937,124	1,895,930
Total expenses	$ 21,577,102	$ 17,306,653	$ 7,305,203	$ 7,077,307	$ 28,882,305	$ 24,383,960
Increase (decrease) in net position before transfers	$ (4,801,603)	$ (23,832)	$ 1,189,570	$ 1,176,378	$ (3,612,033)	$ 1,152,546
Transfers	624,702	733,944	(624,702)	(733,944)	-	-
Increase (decrease) in net position	(4,176,901)	710,112	564,868	442,434	(3,612,033)	1,152,546
Net position - beginning as restated	1,710,106	21,233,492	19,010,685	18,530,455	20,720,791	39,763,947
Net position - end	$ (2,466,795)	$ 21,943,604	$ 19,575,553	$ 18,972,889	$ 17,108,758	$ 40,916,493

Governmental activities

Governmental activities decreased the Village's net position by $(4,176,901), after transfers, in the current fiscal year. Significant components of the fiscal year's activities included the following:

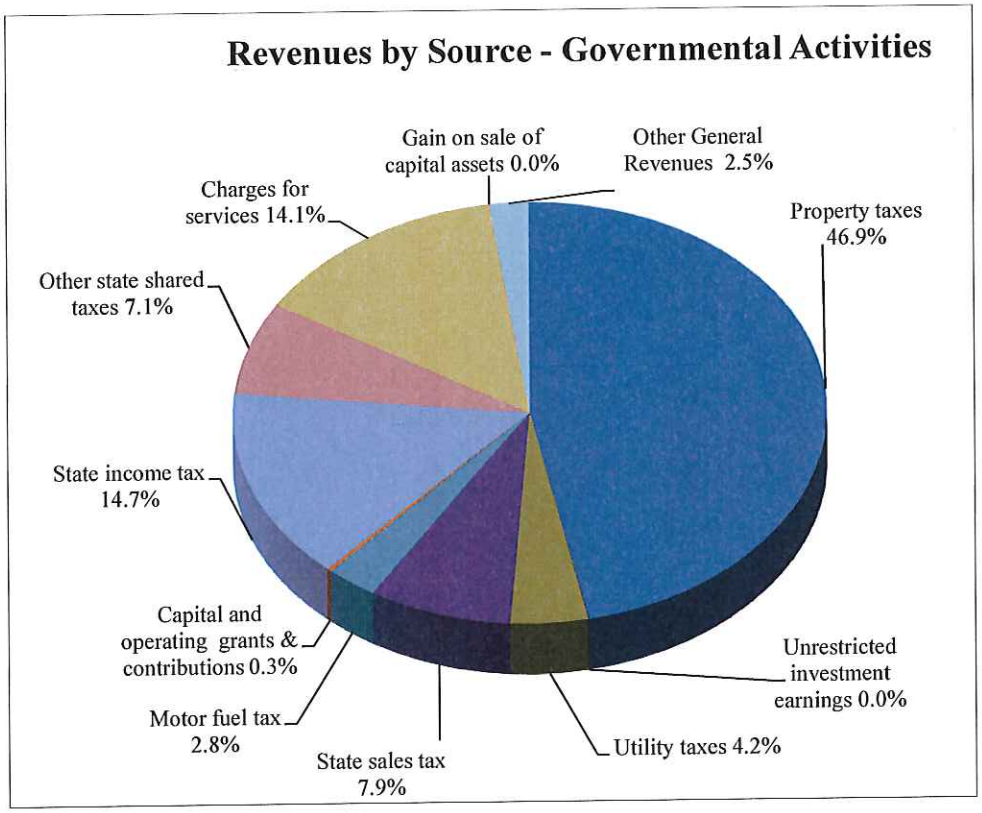
Total revenues decreased by 2.9% percent, or $507,322. The largest decrease was from a reduction in Capital Grants - in 2014, the Village recognized $295,000 in Capital Grants related to state funding of the Kiwanis Park Rehabilitation Project. The Village received no Grant Funding in 2015, but as explained above there are two major grants to be received in 2016 related to road and flood projects. Local Taxes also saw a reduction-the Utility Taxes decreased by $110,000 due to a warmer winter and a cooler summer.

The largest single source revenue of the governmental activities is property taxes. Under PTELL the increase for the 2014 levy was held at a 1.5% increase. Property taxes decreased as a result of the continuation of a five year EAV decrease (the 2014 EAV decreased by 5.7%) - the Village reached its maximum tax rate for its corporate, police protection and fire protection levies and lost revenues on the final extensions by the county.

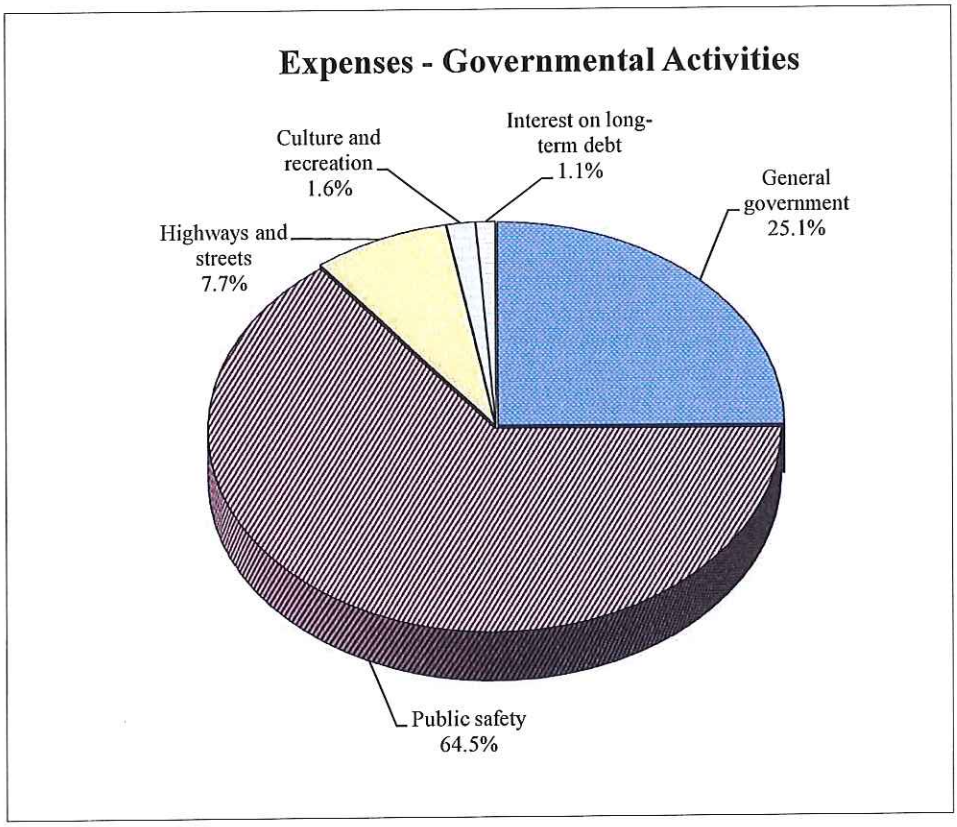
State Shared Taxes saw in increase over the previous year of $63,051. This revenue component consists of various State of Illinois distributions including sales and income taxes. The increase is minimal between the two years-indicating a slow but steady continued growth in the economy.

The Village has made efforts over the last few years to determine whether fee increases should be made in any of its non-Business Activity charges. It has been decided that several of its fees would remain at current level amount. However, the Village has made efforts in other areas in order to expand other existing revenue sources, including stricter enforcement of vehicle sticker purchases, parking law regulations and stronger building code enforcement.

The following charts highlight revenues and expenses by source and function for the Village's Governmental Activities:



The chart below shows graphically the breakdown of Governmental Expenses by Function:



Total Expenses for Governmental Activities increased by $4,270,449 over the previous year. Staff salary increases for all employee groups were 2.50%, and employee overtime for all departments remained level for 2015. As mentioned previously, the Village offered and Early Retirement Incentive program resulting in the retirement of seven long-term employees. In 2015, salary levels reflected the reduction in salaries as higher paid employees were retired, and lower paid replacements were brought in, or positions remained vacant for a while.

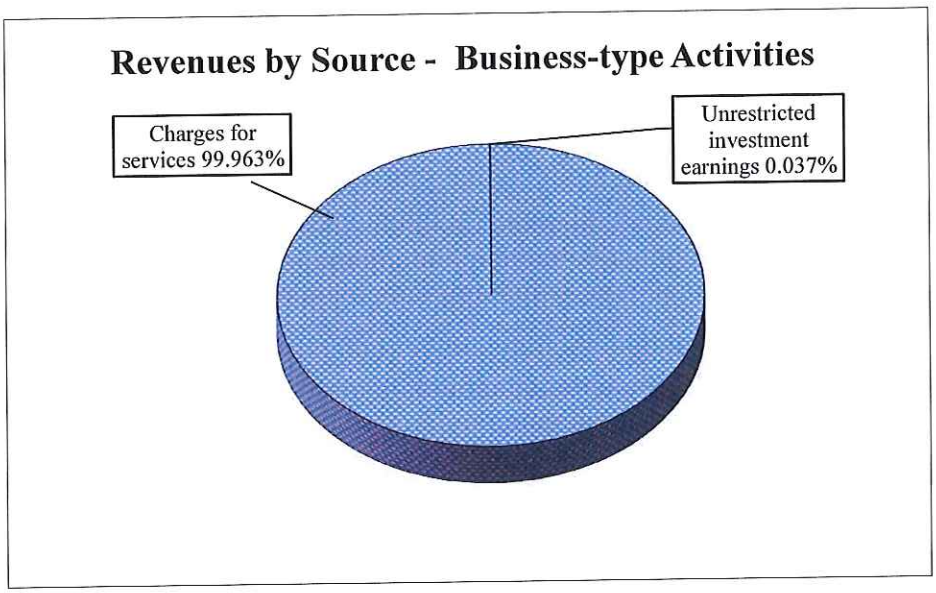
In early 2015, the Village entered into a new collective bargaining agreement for the Public Works employees which effectively eliminated a Pension Program administered by the Union, and funded by the Village. In order to close out the pension, the Village was required to make a onetime final payment into the fund of $245,000.

Also contributing to the increase in 2015 expenses was the implementation of GASB 68, requiring the recording of its pension liability on its entity wide statements.

As the Village moves into 2016, it looks to solidify its reserves. With the expectation that the revenues will remain stable, the Village is looking for additional ways to reduce expenses through a review of current vendor contracts, increased economic development and other cost containment measures that will help the bottom line.

Business-type activities

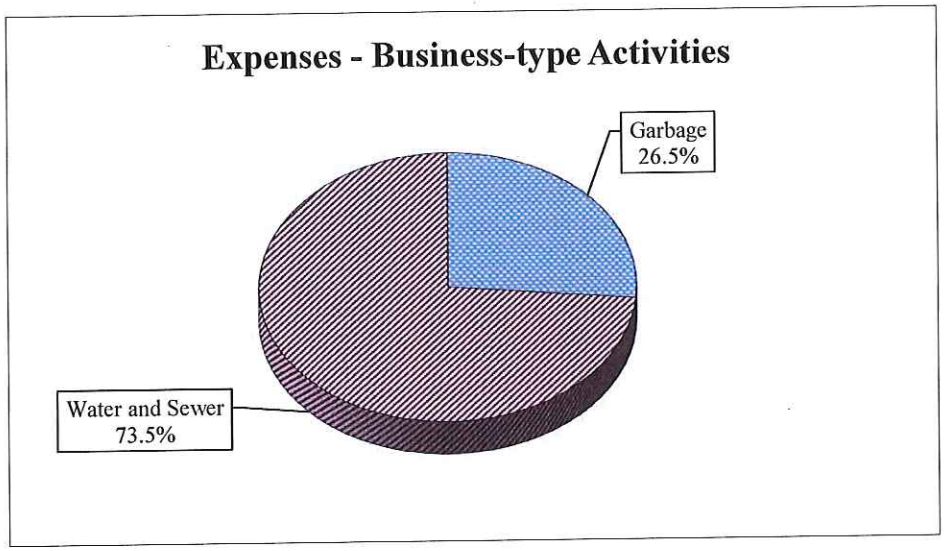
Business-type activities increased the Village's net position by $564,868 after transfers. The Village's Water Fund showed a net income after transfers and capital contributions of $439,646, while the Garbage Fund showed a net income of $125,222.



The majority of costs associated with the Business-type Activities statement are service provider costs—Water supply from the City of Chicago through the Brookfield North Riverside Water Commission, and the Waste Hauling service chosen by the Village. While both service providers increased billing rates to the Village, the Village chose to increase only its water rates, as the Garbage Fund had the ability to absorb the increase. Each year, the Village Board reviews the financial status of these funds to determine the appropriate rate increase, if an; in 2015, the Village Board increased its water rates at a percentage below the actual increase to the Village.

Continued replacement of water and sewer mains as part of the Village's infrastructure rehabilitation program (as noted in the capital assets discussion below) are expected to provide a service benefit to water system customers through reduced main breaks and better fire flows in areas where main sizes were increased. In 2015 the Village continued its residential flood mitigation reimbursement program which partially reimburses residents for costs involved in home flood mitigation efforts. Also, the Village Board has also committed to a major sewer relief project in the North-east portion of the Village in areas recently experiencing flooding from Salt Creek. In late 2015, the Village entered into an agreement with the Metropolitan Water Reclamation District to provide partial funding for the project which is expected to break ground in the summer of 2016.

The Chart below shows a breakdown of total business-type activities by type—Water/Sewer and Garbage Service.



Financial Analysis of the Government's Funds

As noted earlier, the Village of Brookfield uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds - The focus of the Village's governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the Village's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the Village's governmental funds reported combined ending fund balances of $3,079,289, a decrease of $(1,086,973) from the prior year. This decrease is due in large part to the 2015 Road Program; the project was completed in 2015 at the budgeted amount, but required a draw on existing reserves for full funding.

As the 2017 budget year approaches, Village management will continue to stress the need for fiscal conservatism by its department heads in order to maintain the economic viability of the Village. At the end of the current fiscal year, the General Fund fund balance was $2,965,102. The total fund balance represents 18.90% of total General Fund expenditures.

The Village's governmental funds total Debt Service expenditures for 2015 amounted to $1,163,393. The General Fund provides a partial funding source for the Village's alternate revenue debt service, transferring $525,000 in 2015 to support debt service obligations. The remaining $624,702 came from the Water Fund. Special Service Area debt is financed directly by property taxes assessed to the affected homeowners. All 2015 debt service payments were made on a timely basis.

The Village's other main revenue sources aside from Property Taxes are Sales and Income Tax distributions from the State. These distributions increased by $234,885 from 2014 to 2015. This increase helped to offset the decrease in 2015 Utility Tax receipts.

Motor fuel tax distributions from the State of Illinois decreased by $6,176 from 2014 to 2015. This decrease continues to be a trend-the MFT Allocation is based on unit usage, not dollars purchased. Although the Village currently has enough MFT funding to meet is anticipated project costs, it needs to be monitored and long-term assumptions may need to be adjusted accordingly.

Both of the Village's TIF Funds showed minimal activity as the EAV's continue to struggle in regaining value back to the frozen EAV amounts. It is hoped that in 2017, the values of the TIF parcels will exceed the frozen EAV and these funds will begin to see property tax distributions.

The Infrastructure Project Fund is designated to account for the costs of the Village's long-term infrastructure and street rehabilitation program. In 2015, the Fund showed a deficit $(1,151,868) due to the fund accounting for costs related to the 2015 local road program. The total cost of the 2015 program was $1.4 million, of which $1,039,472 was road related and accounted for within the infrastructure fund; the remainder was sewer related and expensed within the Water & Sewer Fund. The Village also finalized payment with the State of Illinois in the amount of $501,065 for the Grand Blvd. Phase II Project.

Proprietary funds - The Village's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. Unrestricted net position of the Water & Sewer Fund at the end of the current fiscal year amounted to $2,856,903 and for the Garbage Fund amounted to $875,127. The increase in net position for the Water & Sewer Fund was $439,646 and the increase in net position for the Garbage Fund was $125,222. The Village will continue to review expenses of both funds in order to establish an appropriate fee structure during the annual budget cycle.

General Fund Budgetary Highlights

Total actual revenues for the General Fund of $16,194,835 were $620,874 below the budgeted amount of $16,815,709. The lack of EAV improvement reduced the overall available levy for the Village, causing a major shortfall from budget. Total General Fund actual expenditures of $15,682,488 were $267,187 less than the amended budgeted expenditures of $15,682,488. This was due to lower than anticipated personnel costs associated with the IMRF ERI program as mentioned previously. The net excess in the amount of $88,663 was above amended budgeted projections by $357,629. Accordingly, the Village will make a reduced transfer to the reserve fund in mid-2016; the budgeted transfer was $300,000.

VILLAGE OF BROOKFIELD
GENERAL FUND BUDGETARY HIGHLIGHTS
AS OF DEC. 31, 2015

	Final Budget	Actual	Variance
Revenues:			
Taxes	$ 9,397,781	8,481,874	(915,907)
Licenses and Permits	1,247,355	1,201,087	(46,268)
Intergovernmental	4,988,493	4,996,220	7,727
Charges for Services	647,290	729,682	82,392
Fines and Forfeitures	430,100	453,970	23,870
Interest Income	2,290	3,760	1,470
Miscellaneous	102,400	328,242	225,842
Total Revenues	16,815,709	16,194,835	(620,874)
Expenditures:			
General Government	4,076,635	3,953,485	123,150
Public Safety	10,220,278	10,203,914	16,364
Highways & Streets	721,900	667,126	54,774
Culture & Recreation	401,777	320,365	81,412
Capital Outlay	529,085	537,598	(8,513)
Total Expenditures	15,949,675	15,682,488	267,187
Transfers and Other Sources	(1,135,000)	(423,684)	711,316
Change in Fund Balance	(268,966)	88,663	357,629

Capital Asset and Debt Administration

Capital assets - The Village of Brookfield's investment in capital assets for its governmental and business-type activities as of December 31, 2015, amounts to $49,666,382 (net of accumulated depreciation). This investment in capital assets includes land, buildings, improvements, systems, machinery and equipment, park facilities, streets and bridges. During 2015, the Village's capital expenditures were mainly for infrastructure improvements, including the addition of road and sewer system reconstruction related to the 2015 local road program. The Village also expended funds on the Village Hall renovation project ($209,691), and a jon boat/truck package for the Fire Department ($53,608).

Village of Brookfield Capital Assets
(net of depreciation)

	Governmental activities		Business-type activites		Total	
	Dec. 31, 2015	Dec. 31, 2014	Dec. 31, 2015	Dec. 31, 2014	Dec. 31, 2015	Dec. 31, 2014
Land	$ 4,350,400	$ 4,350,400	$ 54,000	$ -	$ 4,404,400	$ 4,350,400
Land improvements	3,386,753	3,460,911	-	-	3,386,753	3,460,911
Buildings	2,244,311	2,066,769	-	-	2,244,311	2,066,769
Water & sewer system	-	-	18,678,181	17,895,150	18,678,181	17,895,150
Vehicles & equipment	1,489,713	1,516,913	211,342	246,565	1,701,055	1,763,478
Infrastructure	19,251,682	18,543,502			19,251,682	18,543,502
Total	$ 30,722,859	$ 29,938,495	$ 18,943,523	$ 18,141,715	$ 49,666,382	$ 48,080,210

Additional information on the Village's capital assets can be found in the note 3 to the financial statements of this report on pages 37 – 38.

Long-term debt - At the end of the current fiscal year, the Village of Brookfield had total outstanding bonded debt of $9,921,733. This entire amount is comprised of debt backed by the full faith and credit of the Village.

Village of Brookfield Outstanding Debt

	Governmental activities		Business-type activites		Total	
	Dec. 31, 2015	Dec. 31, 2014	Dec. 31, 2015	Dec. 31, 2014	Dec. 31, 2015	Dec. 31, 2014
General obligation bonds	$ 6,592,608	$ 7,335,842	$ 3,100,000	$ 3,465,000	$ 9,692,608	$ 10,800,842
Installment notes	229,125	452,676	-	-	229,125	452,676
Total	$ 6,821,733	$ 7,788,518	$ 3,100,000	$ 3,465,000	$ 9,921,733	$ 11,253,518

The Village's paid down its total debt by $1,391,686 during the current fiscal year. Of the current year's debt service payments, approximately ninety-five percent is funded through alternate revenue funds and not property taxes. The remaining debt service is Special Service Area debt financed through a property tax assessed only to those residents directly benefiting from these Special Service Areas. Total interest paid on Village debt, both Governmental and Proprietary, amounted to $297,358 for the year. The Village budgets debt service based on the issuing ordinances or the financing agreements, and has made all 2015 debt payments on a timely basis.

As part of the 2015 debt refinancing, the Village was required to obtain a debt rating. The Village worked with Moody's who maintained the Village's debt rating at A1. The rating agency noted the following strengths and challenges as factors in determining this rating:

STRENGTHS

- Close economic ties with larger Chicago metro region
- Trend of growing reserves and liquidity
- Modest debt burden and rapid payment of existing principal

CHALLENGES

- Continued declines in assessed valuation and limitations on certain operating levies place restrictions on the village's ability to raise revenue
- State shared revenues, including income and sales taxes, comprise nearly 30% of the village's annual operating revenue
- Above average exposure to unfunded retirement liabilities

On January 25, 2010, the Village Board adopted Resolution R-2010-781 establishing a General Fund Reserve Policy. The goal of the policy is to increase reserves in the General Fund to 25% of budgeted expenditures. The Village was able to establish this reserve with $200,000 in 2010. The total balance in the reserve account at December 31, 2015 amounted to $1,714,360. It is anticipated that the 2015 transfer amount will be significantly below the budgeted amount of $300,000.

State statutes limit the amount of general obligation debt a governmental entity may issue to 8.625% of its total equalized assessed valuation. The current debt limitation for the Village of Brookfield is $29,101,501 which is significantly in excess of the Village's outstanding general obligation debt.

Additional information on the Village's long-term debt can be found in the notes to the financial statements of this report on pages 40 – 44.

Economic Factors

The Village receives approximately 31% of its Governmental Revenues through State Distributions. Beginning in mid to late 2008 and continuing into 2009 and 2010, the failing economy began to effect these distributions and the Village realized a noticeable drop in its income tax distributions as well as its sales tax distributions. As a result, the Village took specific steps to address this loss of revenue by eliminating and reducing certain operating expenditures through the reduction in staff and service levels, including the reduction of office hours, and other labor saving initiatives. Beginning in 2011 into 2012 and into the current year, revenue streams related to the economy, such as income and sales taxes have stabilized, and are actually beginning to increase. While the trends continue to look good, the Village will still maintain a conservative approach in its annual budgeting process. These financial constraints have also increased the Village Boards willingness to continue to review its fee structures to ensure that the costs of providing certain services are adequately compensated.

The Village's Community and Economic Development Department is continuing to solicit new businesses which would begin operations in the Village in order to continue to strengthen its economic base, and provide employment to residents. Staff will also continue to develop alternate means of revenues including grants and reimbursements from outside sources.

Subsequent Event

As mentioned previously, the Village has recognized the difficulty in continuing a solid infrastructure program given the current funding available. Therefore, in January the Village Board passed an Ordinance authorizing the Village to put a $22 million dollar infrastructure project bond referendum on the March 2016 Ballot. In March 2016, the Village of Brookfield voter's passed the $22 million dollar, eight year road and infrastructure improvement referendum. The Village plans to issue three bond series between 2016 and 2020 for the full $22 million dollars. In July 2016, the Village will sell the first series in an amount not to exceed $9 million dollars. Construction is scheduled to begin shortly thereafter.

Requests for Information

This financial report is designed to provide a general overview of the Village of Brookfield's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Village Manager, Village of Brookfield, 8820 Brookfield Avenue, Brookfield, Illinois 60513.

BASIC FINANCIAL STATEMENTS

The basic financial Statements include integrated sets of financial statements as required by the GASB. The sets of statements include:

- Government-Wide Financial Statements
- Fund Financial Statements

  Governmental Funds

  Proprietary Funds

  Fiduciary Funds

In addition, the notes to the financial statements are included to provide information that is essential to a user's understanding of the basic financial statements.

VILLAGE OF BROOKFIELD, ILLINOIS

Statement of Net Position
December 31, 2015

See Following Page

VILLAGE OF BROOKFIELD, ILLINOIS

Statement of Net Position
December 31, 2015

	Primary Government			Component Unit
	Governmental Activities	Business-Type Activities	Totals	Public Library
ASSETS				
Current Assets				
Cash and Investments	$ 1,463,559	3,186,221	4,649,780	4,666,006
Receivables - Net of Allowances	9,362,076	1,601,532	10,963,608	2,139,356
Due from Other Governments	299,831	-	299,831	-
Prepaids/Inventories	754,423	202,316	956,739	31,740
Total Current Assets	11,879,889	4,990,069	16,869,958	6,837,102
Noncurrent Assets				
Capital Assets				
Land	4,350,400	54,000	4,404,400	596,448
Construction in Progress	-	-	-	693,768
Land Improvements	4,844,564	-	4,844,564	-
Buildings and Improvements	4,713,411	-	4,713,411	1,763,985
Equipment and Vehicles	7,157,544	1,015,432	8,172,976	654,573
Infrastructure	45,849,852	-	45,849,852	-
Water and Sewer System	-	31,184,231	31,184,231	-
	66,915,771	32,253,663	99,169,434	3,708,774
Accumulated Depreciation	(36,192,912)	(13,310,140)	(49,503,052)	(1,577,964)
Total Noncurrent Assets	30,722,859	18,943,523	49,666,382	2,130,810
Total Assets	42,602,748	23,933,592	66,536,340	8,967,912
DEFERRED OUTFLOWS OF RESOURCES				
Deferred Items - IMRF	1,633,062	105,620	1,738,682	364,128
Deferred Items - Police Pension	3,361,693	-	3,361,693	-
Deferred Items - Firefighters' Pension	2,124,327	-	2,124,327	-
Total Deferred Outflows of Resources	7,119,082	105,620	7,224,702	364,128
Total Assets and Deferred Outflows of Resources	49,721,830	24,039,212	73,761,042	9,332,040

The notes to the financial statements are an integral part of this statement.

	Primary Government			Component Unit
	Governmental Activities	Business-Type Activities	Totals	Public Library
LIABILITIES				
Current Liabilities				
Accounts Payable	$ 533,709	373,712	907,421	17,306
Retainage Payable	5,000	19,558	24,558	-
Accrued Payroll	334,286	18,282	352,568	9,655
Deposits Payable	1,378	375,248	376,626	-
Interest Payable	20,926	7,665	28,591	-
Other Payables	-	355,581	355,581	-
Current Portion of Long-Term Debt	1,295,643	405,499	1,701,142	10,769
Total Current Liabilities	2,190,942	1,555,545	3,746,487	37,730
Noncurrent Liabilities				
Net Pension Liability - IMRF	2,050,975	132,648	2,183,623	472,853
Net Pension Liability - Police Pension	21,560,405	-	21,560,405	-
Net Pension Liability - Firefighters' Pension	10,195,398	-	10,195,398	-
Net Other Post-Employment Benefit Obligation Payable	612,160	-	612,160	-
Compensated Absences Payable	1,187,602	61,994	1,249,596	43,074
General Obligation Bonds Payable	5,822,991	2,710,000	8,532,991	-
Total Noncurrent Liabilities	41,429,531	2,904,642	44,334,173	515,927
Total Liabilities	43,620,473	4,460,187	48,080,660	553,657
DEFERRED INFLOWS OF RESOURCES				
Deferred Items - IMRF	53,675	3,472	57,147	-
Deferred Items - Police Pension	223,741	-	223,741	-
Deferred Items - Firefighters' Pension	364,509	-	364,509	-
Property Taxes	7,926,227	-	7,926,227	2,116,908
Total Deferred Inflows of Resources	8,568,152	3,472	8,571,624	2,116,908
Total Liabilities and Deferred Inflows of Resources	52,188,625	4,463,659	56,652,284	2,670,565
NET POSITION				
Investment in Capital Assets	23,901,126	15,843,523	39,744,649	2,130,810
Restricted				
Property Tax Levies	65,733	-	65,733	152,122
Motor Fuel Tax	699,469	-	699,469	-
Hotel/Motel Tax	65,369	-	65,369	-
Foreign Fire Tax	26,605	-	26,605	-
Debt Service	29,416	-	29,416	-
Unrestricted	(27,254,513)	3,732,030	(23,522,483)	4,378,543
Total Net Position	(2,466,795)	19,575,553	17,108,758	6,661,475

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BROOKFIELD, ILLINOIS

Statement of Activities
For the Fiscal Year Ended December 31, 2015

		Program Revenues		
	Expenses	Charges for Services	Operating Grants/ Contributions	Capital Grants/ Contributions
Governmental Activities				
General Government	$ 5,407,551	802,308	46,405	-
Public Safety	13,923,491	891,695	-	-
Highways and Streets	1,666,033	544,912	-	-
Culture and Recreation	342,035	145,824	-	-
Interest on Long-Term Debt	237,992	-	-	-
Total Governmental Activities	21,577,102	2,384,739	46,405	-
Business-Type Activities				
Water and Sewer	5,368,079	6,430,277	-	-
Garbage	1,937,124	2,061,366	-	-
Total Business-Type Activities	7,305,203	8,491,643	-	-
Total Primary Government	28,882,305	10,876,382	46,405	-
Component Unit - Public Library	1,758,117	27,644	24,505	-
General Revenues				
Taxes				
Property Taxes				
Utility Taxes				
Hotel/Motel Taxes				
Intergovernmental - Unrestricted				
State Income Taxes				
State Sales Taxes				
Personal Property Replacement Tax				
Telecommunications Tax				
Other State Taxes				
Interest Income				
Miscellaneous				
Transfers - Internal Activity				
Change in Net Position				
Net Position - Beginning as Restated				
Net Position - Ending				

The notes to the financial statements are an integral part of this statement.

Net (Expenses)/Revenues			
Primary Government			Component Unit
Governmental Activities	Business-Type Activities	Totals	Public Library
(4,558,838)	-	(4,558,838)	-
(13,031,796)	-	(13,031,796)	-
(1,121,121)	-	(1,121,121)	-
(196,211)	-	(196,211)	-
(237,992)	-	(237,992)	-
(19,145,958)	-	(19,145,958)	-
-	1,062,198	1,062,198	-
-	124,242	124,242	-
-	1,186,440	1,186,440	-
(19,145,958)	1,186,440	(17,959,518)	-
-	-	-	(1,705,968)
7,863,850	-	7,863,850	2,125,886
700,928	-	700,928	-
13,318	-	13,318	-
2,466,614	-	2,466,614	-
1,322,265	-	1,322,265	-
75,655	-	75,655	16,375
496,535	-	496,535	-
1,052,708	-	1,052,708	-
4,418	3,130	7,548	11,405
348,064	-	348,064	-
624,702	(624,702)	-	-
14,969,057	(621,572)	14,347,485	2,153,666
(4,176,901)	564,868	(3,612,033)	447,698
1,710,106	19,010,685	20,720,791	6,213,777
(2,466,795)	19,575,553	17,108,758	6,661,475

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BROOKFIELD, ILLINOIS

Balance Sheet - Governmental Funds
December 31, 2015

	General
ASSETS	
Cash and Investments	$ 521,074
Receivables - Net of Allowances	
Property Taxes	7,908,420
Other Taxes	1,191,796
Accounts	190,680
Due from Other Governments	-
Due from Other Funds	1,415,803
Prepaids/Inventories	423,235
Total Assets	11,651,008
LIABILITIES	
Accounts Payable	476,584
Retainage Payable	-
Accrued Payroll	334,286
Deposits Payable	1,378
Due to Other Funds	5,407
Total Liabilities	817,655
DEFERRED INFLOWS OF RESOURCES	
Property Taxes	7,868,251
Total Liabilities and Deferred Inflows of Resources	8,685,906
Fund Balances	
Nonspendable	423,235
Restricted	-
Committed	1,714,360
Assigned	-
Unassigned	827,507
Total Fund Balances	2,965,102
Total Liabilities, Deferred Inflows of Resources and Fund Balances	11,651,008

The notes to the financial statements are an integral part of this statement.

Debt Service	Capital Project Infrastructure Project	Nonmajor	Totals
50,918	-	891,567	1,463,559
57,976	-	-	7,966,396
-	-	-	1,191,796
-	13,204	-	203,884
-	-	299,831	299,831
-	-	-	1,415,803
-	-	331,188	754,423
108,894	13,204	1,522,586	13,295,692
576	49,748	1,394	528,302
-	5,000	-	5,000
-	-	-	334,286
-	-	-	1,378
-	1,164,229	251,574	1,421,210
576	1,218,977	252,968	2,290,176
57,976	-	-	7,926,227
58,552	1,218,977	252,968	10,216,403
-	-	331,188	754,423
50,342	-	857,176	907,518
-	-	-	1,714,360
-	-	83,050	83,050
-	(1,205,773)	(1,796)	(380,062)
50,342	(1,205,773)	1,269,618	3,079,289
108,894	13,204	1,522,586	13,295,692

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BROOKFIELD, ILLINOIS

Reconciliation of Total Governmental Fund Balance to the Statement of Net Position - Governmental Activities

December 31, 2015

Total Governmental Fund Balances	$ 3,079,289
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets used in governmental activities are not financial resources and therefore, are not reported in the funds.	30,722,859
Deferred outflows (inflows) of resources related to the pensions not reported in the funds.	
Deferred Items - IMRF	1,579,387
Deferred Items - Police Pension	3,137,952
Deferred Items - Firefighters' Pension	1,759,818
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.	
Net Pension Liability - IMRF	(2,050,975)
Net Pension Liability - Police Pension	(21,560,405)
Net Pension Liability - Firefighters' Pension	(10,195,398)
Net Other Post-Employment Benefit Obligation Payable	(612,160)
Compensated Absences Payable	(1,484,503)
General Obligation Bonds Payable	(6,592,608)
Installment Contracts Payable	(229,125)
Accrued Interest Payable	(20,926)
Net Position of Governmental Activities	(2,466,795)

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BROOKFIELD, ILLINOIS

Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds
For the Fiscal Year Ended December 31, 2015

See Following Page

VILLAGE OF BROOKFIELD, ILLINOIS

Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds
For the Fiscal Year Ended December 31, 2015

	General
Revenues	
Taxes	$ 8,481,874
Licenses and Permits	1,201,087
Intergovernmental	4,996,220
Charges for Services	729,682
Fines and Forfeitures	453,970
Interest Income	3,760
Miscellaneous	328,242
Total Revenues	16,194,835
Expenditures	
Current	
General Government	3,953,485
Public Safety	10,203,914
Highways and Streets	667,126
Culture and Recreation	320,365
Capital Outlay	537,598
Debt Service	
Principal Retirement	-
Interest and Fiscal Charges	-
Total Expenditures	15,682,488
Excess (Deficiency) of Revenues Over (Under) Expenditures	512,347
Other Financing Sources (Uses)	
Disposal of Capital Assets	1,700
Debt Issuance	-
Premium on Debt Issuance	-
Payment to Escrow Agent	-
Transfers In	500,000
Transfers Out	(925,384)
	(423,684)
Net Change in Fund Balances	88,663
Fund Balances - Beginning	2,876,439
Fund Balances - Ending	2,965,102

The notes to the financial statements are an integral part of this statement.

Debt Service	Capital Project Infrastructure Project	Nonmajor	Totals
62,771	-	33,451	8,578,096
-	-	-	1,201,087
-	-	463,962	5,460,182
-	-	-	729,682
-	-	-	453,970
658	-	-	4,418
-	14,057	5,765	348,064
63,429	14,057	503,178	16,775,499
-	-	23,467	3,976,952
-	-	13,219	10,217,133
-	306,150	11,650	984,926
-	-	-	320,365
-	1,230,159	6,477	1,774,234
956,785	-	-	956,785
206,608	-	-	206,608
1,163,393	1,536,309	54,813	18,437,003
(1,099,964)	(1,522,252)	448,365	(1,661,504)
-	-	-	1,700
3,145,000	-	-	3,145,000
22,682	-	-	22,682
(3,219,553)	-	-	(3,219,553)
1,149,702	370,384	30,000	2,050,086
-	-	(500,000)	(1,425,384)
1,097,831	370,384	(470,000)	574,531
(2,133)	(1,151,868)	(21,635)	(1,086,973)
52,475	(53,905)	1,291,253	4,166,262
50,342	(1,205,773)	1,269,618	3,079,289

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BROOKFIELD, ILLINOIS

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances to the Statement of Activities - Governmental Activities

For the Fiscal Year Ended December 31, 2015

Net Change in Fund Balances - Total Governmental Funds	$ (1,086,973)
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.	
Capital Outlays	1,921,377
Depreciation Expense	(1,137,013)
Disposals - Cost	(78,694)
Disposals - Accumulated Depreciation	78,694
The net effect of deferred outflows (inflows) of resources related to the pensions not reported in the funds.	
Change in Deferred Items - IMRF	(30,039)
Change in Deferred Items - Police Pension	1,724,189
Change in Deferred Items - Firefighters' Pension	895,776
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal on long-term debt consumes the current financial resources of the governmental funds.	
Additions to Net Pension Liability - IMRF	(1,025,946)
Additions to Net Pension Liability - Police Pension	(3,967,806)
Additions to Net Pension Liability - Firefighters' Pension	(2,178,671)
Additions to Net Other Post-Employment Benefit Obligation Payable	(194,166)
Additions to Compensated Absences Payable	(74,901)
Retirement of Debt	4,111,785
Debt Issuance	(3,145,000)
Changes to accrued interest on long-term debt in the Statement of Activities does not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.	10,487
Changes in Net Position of Governmental Activities	(4,176,901)

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BROOKFIELD, ILLINOIS

Statement of Net Position - Proprietary Funds
December 31, 2015

See Following Page

VILLAGE OF BROOKFIELD, ILLINOIS

Statement of Net Position - Proprietary Funds
December 31, 2015

	Business-Type Activities - Enterprise		
	Water and Sewer	Garbage	Totals
ASSETS			
Current Assets			
Cash and Investments	$ 2,126,208	1,060,013	3,186,221
Receivables - Net of Allowances Accounts	1,402,405	199,127	1,601,532
Prepaids	152,198	50,118	202,316
Total Current Assets	3,680,811	1,309,258	4,990,069
Noncurrent Assets			
Capital Assets			
Land	54,000	-	54,000
Equipment and Vehicles	1,015,432	-	1,015,432
Water and Sewer System	31,184,231	-	31,184,231
Accumulated Depreciation	(13,310,140)	-	(13,310,140)
Total Noncurrent Assets	18,943,523	-	18,943,523
Total Assets	22,624,334	1,309,258	23,933,592
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Items - IMRF	105,620	-	105,620
Total Assets and Deferred Outflows of Resources	22,729,954	1,309,258	24,039,212

The notes to the financial statements are an integral part of this statement.

	Business-Type Activities - Enterprise		
	Water and Sewer	Garbage	Totals
LIABILITIES			
Current Liabilities			
Accounts Payable	$ 298,632	75,080	373,712
Retainage Payable	19,558	-	19,558
Accrued Payroll	14,812	3,470	18,282
Deposits Payable	375,248	-	375,248
Accrued Interest Payable	7,665	-	7,665
Other Payables	-	355,581	355,581
Compensated Absences Payable	15,499	-	15,499
General Obligation Bonds Payable	390,000	-	390,000
Total Current Liabilities	1,121,414	434,131	1,555,545
Noncurrent Liabilities			
Compensated Absences Payable	61,994	-	61,994
Net Pension Liability - IMRF	132,648	-	132,648
General Obligation Bonds Payable	2,710,000	-	2,710,000
Total Noncurrent Liabilities	2,904,642	-	2,904,642
Total Liabilities	4,026,056	434,131	4,460,187
DEFERRED INFLOWS OF RESOURCES			
Deferred Items - IMRF	3,472	-	3,472
Total Liabilities and Deferred Inflows of Resources	4,029,528	434,131	4,463,659
NET POSITION			
Net Investment in Capital Assets	15,843,523	-	15,843,523
Unrestricted	2,856,903	875,127	3,732,030
Total Net Position	18,700,426	875,127	19,575,553

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BROOKFIELD, ILLINOIS

Statement of Revenues, Expenses and Changes in Net Position - Proprietary Funds
For the Fiscal Year Ended December 31, 2015

	Business-Type Activities - Enterprise		
	Water and Sewer	Garbage	Totals
Operating Revenues			
Charges for Services	$ 6,206,713	2,050,099	8,256,812
Fines and Forfeitures	150,383	-	150,383
Miscellaneous	67,826	11,267	79,093
Total Operating Revenues	6,424,922	2,061,366	8,486,288
Operating Expenses			
Operations	4,797,538	1,937,124	6,734,662
Depreciation	477,846	-	477,846
Total Operating Expenses	5,275,384	1,937,124	7,212,508
Operating Income	1,149,538	124,242	1,273,780
Nonoperating Revenues (Expenses)			
Interest Income	2,150	980	3,130
Connection Fees	5,355	-	5,355
Interest Expense and Fiscal Charges	(92,695)	-	(92,695)
	(85,190)	980	(84,210)
Income Before Transfers	1,064,348	125,222	1,189,570
Transfers Out	(624,702)	-	(624,702)
Change in Net Position	439,646	125,222	564,868
Net Position - Beginning as Restated	18,260,780	749,905	19,010,685
Net Position - Ending	18,700,426	875,127	19,575,553

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BROOKFIELD, ILLINOIS

Statement of Cash Flows - Proprietary Funds
For the Fiscal Year Ended December 31, 2015

	Business-Type Activities - Enterprise Funds		
	Water and Sewer	Garbage	Totals
Cash Flows from Operating Activities			
Receipts from Customers and Users	$ 6,496,482	2,124,385	8,620,867
Payments to Employees	(520,083)	(90,203)	(610,286)
Payments to Suppliers	(4,261,419)	(1,847,276)	(6,108,695)
	1,714,980	186,906	1,901,886
Cash Flows from Noncapital Financing Activities			
Transfers Out	(624,702)	-	(624,702)
Cash Flows from Capital and Related Financing Activities			
Purchase of Capital Assets	(1,279,654)	-	(1,279,654)
Debt Issuance	2,220,000	-	2,220,000
Interest on Capital Debt	(92,695)	-	(92,695)
Principal on Capital Debt	(2,585,000)	-	(2,585,000)
	(1,737,349)	-	(1,737,349)
Cash Flows from Investing Activities			
Interest Received	2,150	980	3,130
Net Change in Cash and Cash Equivalents	(644,921)	187,886	(457,035)
Cash and Cash Equivalents - Beginning	2,771,129	872,127	3,643,256
Cash and Cash Equivalents - Ending	2,126,208	1,060,013	3,186,221
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities			
Operating Income (Loss)	1,149,538	124,242	1,273,780
Adjustments to Reconcile Operating Income to Net Cash Provided by Operating Activities:			
Depreciation and Amortization Expense	477,846	-	477,846
Other Income	5,355	-	5,355
(Increase) Decrease in Current Assets	66,205	63,019	129,224
Increase (Decrease) in Current Liabilities	16,036	(355)	15,681
Net Cash Provided by Operating Activities	1,714,980	186,906	1,901,886

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BROOKFIELD, ILLINOIS

Statement of Fiduciary Net Position
December 31, 2015

	Pension Trust	Agency
ASSETS		
Cash and Cash Equivalents	$ 621,060	288,199
Investments		
U.S. Government and Agency Obligations	8,228,482	-
Corporate Bonds	2,352,145	-
Municipal Bonds	1,526,824	-
Equities	14,056,825	-
Common Stock	1,716,937	-
Receivables		
Accrued Interest	99,468	-
Other	-	240,520
Prepaids	13,033	-
Due from Other Funds	5,407	-
Total Assets	28,620,181	528,719
LIABILITIES		
Due to Bondholders	-	528,247
Accounts Payable	24,068	472
Total Liabilities	24,068	528,719
NET POSITION		
Net Position Restricted for Pensions	28,596,113	

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BROOKFIELD, ILLINOIS

Statement of Changes in Fiduciary Net Position
For the Fiscal Year Ended December 31, 2015

	Pension Trust
Additions	
Contributions - Employer	$ 2,277,805
Contributions - Plan Members	515,776
Total Contributions	2,793,581
Investment Income	
Interest Income	1,129,734
Net Change in Fair Value	(942,476)
	187,258
Less Investment Expenses	(110,798)
Net Investment Income	76,460
Total Additions	2,870,041
Deductions	
Administration	67,346
Benefits and Refunds	2,601,757
Total Deductions	2,669,103
Change in Fiduciary Net Position	200,938
Net Position Restricted for Pensions	
Beginning	28,395,175
Ending	28,596,113

The notes to the financial statements are an integral part of this statement.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Village of Brookfield (Village), Illinois is a municipal corporation governed by an elected president and six-member Board of Trustees. The Village's major operations include police and fire safety, highway and street maintenance and reconstruction, building code enforcement, public improvements, economic development, planning and zoning, recreational programming, water and sewer services, garbage services and general administrative services.

The government-wide financial statements are prepared in accordance with generally accepted accounting principles (GAAP). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). The more significant of the Village's accounting policies established in GAAP and used by the Village are described below.

REPORTING ENTITY

The Village's financial reporting entity comprises the following:

Primary Government:	Village of Brookfield
Discretely Presented Component Unit:	Brookfield Public Library

In determining the financial reporting entity, the Village complies with the provisions of GASB Statement No. 61, "The Financial Reporting Omnibus – an Amendment of GASB Statements No. 14 and N. 34," and includes all component units that have a significant operational or financial relationship with the Village.

Police Pension Employees Retirement System

The Village's sworn police employees participate in the Police Pension Employees Retirement System (PPERS). PPERS functions for the benefit of these employees and is governed by a five-member pension board. Two members appointed by the Village's President, one elected pension beneficiary and two elected police employees constitute the pension board. The participants are required to contribute a percentage of salary as established by state statute and the Village is obligated to fund all remaining PPERS costs based upon actuarial valuations. The State of Illinois is authorized to establish benefit levels and the Village is authorized to approve the actuarial assumptions used in the determination of contribution levels. Although it is legally separate from the Village, the PPERS is reported as if it were part of the primary government because its sole purpose is to provide retirement benefits for the Village's police employees. The PPERS is reported as a fiduciary fund, and specifically a pension trust fund, due to the fiduciary responsibility exercised over the PPERS.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

REPORTING ENTITY – Continued

Firefighters' Pension Employees Retirement System

The Village's sworn firefighters participate in the Firefighters' Pension Employees Retirement System (FPERS). FPERS functions for the benefit of these employees and is governed by a five-member pension board, with two members appointed by the Village President, two elected from active participants of the Fund, and one elected from the retired members of the Fund. The participants are required to contribute a percentage of salary as established by state statute and the Village is obligated to fund all remaining FPERS costs based upon actuarial valuations. The State of Illinois is authorized to establish benefit levels and the Village is authorized to approve the actuarial assumptions used in the determination of contribution levels. Although it is legally separate from the Village, the FPERS is reported as if it were part of the primary government because its sole purpose is to provide retirement benefits for the Village's sworn firefighters. The FPERS is reported as a fiduciary fund, and specifically a pension trust fund, due to the fiduciary responsibility exercised over the PPERS.

Discretely Presented Component Unit

Discretely presented component units are separate legal entities that meet the component unit criteria described above but do not meet the criteria for blending.

Brookfield Public Library

The Brookfield Public Library (Library) operates and maintains the Village's public library facilities. The Library's Board is elected by the voters of the Village. The Library may not issue bonded debt, and its annual appropriation budget and property tax levy are subject to the Village Board's approval, as well as the potential financial burden relationship existing. Separate audited financial statements as of December 31, 2015 are available from the Library's administrative office at 3609 Grand Boulevard, Brookfield, Illinois 60513.

BASIS OF PRESENTATION

Government-Wide Financial Statements

The Village's basic financial statements include both government-wide (reporting the Village as a whole) and fund financial statements (reporting the Village's major funds). Both the government-wide and fund financial statements categorize primary activities as either governmental or business-type. The Village's police and fire safety, highway and street maintenance and reconstruction, forestry, building code enforcement, public improvements, economic development, planning and zoning, and general administrative services are classified as governmental activities. The Village's water, sewer and garbage services are classified as business-type activities.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

BASIS OF PRESENTATION – Continued

Government-Wide Financial Statements – Continued

In the government-wide Statement of Net Position, both the governmental and business-type activities columns are: (a) presented on a consolidated basis by column, and (b) reported on a full accrual, economic resource basis, which recognizes all long-term assets/deferred outflows and receivables as well as long-term debt/deferred inflows and obligations. The Village's net position is reported in three parts: net investment in capital assets; restricted; and unrestricted. The Village first utilizes restricted resources to finance qualifying activities.

The government-wide Statement of Activities reports both the gross and net cost of each of the Village's functions and business-type activities (general government, highways and streets, public works, etc.). The functions are supported by general government revenues (property, sales and use taxes, certain intergovernmental revenues, fines, permits and charges, etc.). The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, which include 1) changes to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment.

The net costs (by function or business-type activity) are normally covered by general revenue (property taxes, sales taxes, income taxes, interest income, etc.).

The Village allocates indirect costs to other funds for personnel who perform administrative services for those funds, along with other indirect costs deemed necessary for their operations, but are paid for through the General Fund.

This government-wide focus is more on the sustainability of the Village as an entity and the change in the Village's net position resulting from the current year's activities.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

BASIS OF PRESENTATION – Continued

Fund Financial Statements

The financial transactions of the Village are reported in individual funds in the fund financial statements. Each fund is accounted for by providing a separate set of self-balancing accounts that comprises its assets/deferred outflows, liabilities/deferred inflows, fund equity, revenues and expenditures/expenses. Funds are organized into three major categories: governmental, proprietary, and fiduciary. The emphasis in fund financial statements is on the major funds in either the governmental or business-type activities categories.

GASB Statement No. 34 sets forth minimum criteria (percentage of the assets/deferred outflows, liabilities/deferred inflows, revenues or expenditures/expenses of either fund category or the governmental and enterprise combined) for the determination of major funds. The Village electively added funds, as major funds, which either had debt outstanding or specific community focus. The nonmajor funds are combined in a column in the fund financial statements. A fund is considered major if it is the primary operating fund of the Village or meets the following criteria:

> Total assets/deferred outflows, liabilities/deferred inflows, revenues, or expenditures/expenses of that individual governmental or enterprise fund are at least 10 percent of the corresponding total for all funds of that category or type; and
>
> Total assets/deferred outflows, liabilities/deferred inflows, revenues, or expenditures/expenses of the individual governmental fund or enterprise fund are at least 5 percent of the corresponding total for all governmental and enterprise funds combined.

The various funds are reported by generic classification within the financial statements. The following fund types are used by the Village:

Governmental Funds

The focus of the governmental funds' measurement (in the fund statements) is upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. The following is a description of the governmental funds of the Village:

General Fund is the general operating fund of the Village. It is used to account for all financial resources except those required to be accounted for in another fund. The General Fund is a major fund.

Special Revenue Funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. The Village maintains five non-major special revenue funds, the Motor Fuel Tax Fund, the Odgen Avenue TIF Fund, the Hotel/Motel Tax Fund, the Congress Park TIF Fund and the Foreign Fire Insurance Fund.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

BASIS OF PRESENTATION – Continued

Fund Financial Statements – Continued

Governmental Funds – Continued

Debt Service Funds are used to account for the accumulation of funds for the periodic payment of principal and interest on general long-term debt. The Debt Service Fund is treated as a major fund and accumulates monies for the payment of general obligation debt, with financing provided by the annual tax levy, utility taxes, sales taxes, and general revenues.

Capital Projects Funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by business-type/proprietary funds). The Village maintains one major capital projects fund, the Infrastructure Project Fund and two non-major capital projects funds, the Equipment Replacement and the Parks Project Funds. The Infrastructure Project Fund is a major fund used to account for the purchase and construction of various public capital improvement projects including public infrastructure rehabilitation and replacement. Projects are typically sourced through a combination of long-term debt, special assessment debt, special purpose grants and non-recurring transfers.

Proprietary Funds

The focus of proprietary fund measurement is upon determination of operating income, changes in net position, financial position, and cash flows. The accounting principles generally accepted in the United States of America applicable are those similar to businesses in the private sector. The following is a description of the proprietary funds of the Village:

Enterprise Funds are required to account for operations for which a fee is charged to external users for goods or services and the activity (a) is financed with debt that is solely secured by a pledge of the net revenues, (b) has third party requirements that the cost of providing services, including capital costs, be recovered with fees and charges or (c) establishes fees and charges based on a pricing policy designed to recover similar costs. The Village maintains two major enterprise funds: the Water and Sewer Fund and Garbage Fund. The Water and Sewer Fund is used to account for the operations of the Village's water distribution system and its storm and sanitary sewer systems. The Village does not operate its own water pumping or sewage treatment facilities and instead relies upon other governmental bodies to provide these services. The Garbage Fund is used to account for the activities of residential solid waste and yard waste disposal and consumer product recycling.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

BASIS OF PRESENTATION – Continued

Fund Financial Statements – Continued

Fiduciary Funds

Fiduciary funds are used to report assets held in a trustee or agency capacity for others and therefore are not available to support Village programs. The reporting focus is on net position and changes in net position and is reported using accounting principles similar to proprietary funds.

Pension Trust Funds are used to account for assets held in a trustee capacity for pension benefit payments. The Police Pension Fund accounts for the accumulation of resources to pay retirement and other related benefits for sworn members of the Village's police force. The Firefighters' Pension Fund accounts for the accumulation of resources to pay retirement and other related benefits for sworn members of the Village's Fire Department.

Agency Funds are used to account for assets held by the Village in a purely custodial capacity. The Special Assessments Fund accumulates monies for the payment of special assessment bonds and vouchers of various amounts, which are due upon call for payment, with financing provided by an annual assessment upon the benefiting property owners.

The Village's fiduciary funds are presented in the fiduciary fund financial statements by type (pension trust and agency). Since by definition these assets are being held for the benefit of a third party (other local governments, private parties, pension participants, etc.) and cannot be used to address activities or obligations of the Village, these funds are not incorporated into the government-wide statements.

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING

Measurement focus is a term used to describe "which" transactions are recorded within the various financial statements. Basis of accounting refers to "when" transactions are recorded regardless of the measurement focus applied.

Measurement Focus

On the government-wide Statement of Net Position and the Statement of Activities, both governmental and business-type activities are presented using the economic resources measurement focus as defined below.

In the fund financial statements, the "current financial resources" measurement focus or the "economic resources" measurement focus is used as appropriate.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING – Continued

Measurement Focus – Continued

All governmental funds utilize a "current financial resources" measurement focus. Only current financial assets/deferred outflows and liabilities/deferred inflows are generally included on their balance sheets. Their operating statements present sources and uses of available spendable financial resources during a given period. These funds use fund balance as their measure of available spendable financial resources at the end of the period.

All proprietary and pension trust funds utilize an "economic resources" measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position (or cost recovery), financial position, and cash flows. All assets/deferred outflows and liabilities/deferred inflows (whether current or noncurrent) associated with their activities are reported. Proprietary and pension trust fund equity is classified as net position.

Agency funds are not involved in the measurement of results of operations; therefore, measurement focus is not applicable to them.

Basis of Accounting

In the government-wide Statement of Net Position and Statement of Activities, both governmental and business-type activities are presented using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability/deferred inflow is incurred or economic asset used. Revenues, expenses, gains, losses, assets/deferred outflows, and liabilities/deferred inflows resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

In the fund financial statements, governmental funds are presented on the modified accrual basis of accounting. Under this modified accrual basis of accounting, revenues are recognized when "measurable and available." Measurable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or within sixty days after year-end. The Village recognizes property taxes when they become both measurable and available in accordance with GASB Codification Section P70. A sixty day availability period is used for revenue recognition for all other governmental fund revenues. Expenditures (including capital outlay) are recorded when the related fund liability is incurred, except for general obligation bond principal and interest which are recognized when due.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING – Continued

Basis of Accounting – Continued

In applying the susceptible to accrual concept under the modified accrual basis, those revenues susceptible to accrual are property taxes, sales and use taxes, income taxes, licenses, interest revenue, and charges for services. All other revenues are not susceptible to accrual because generally they are not measurable until received in cash.

All proprietary, pension trust and agency funds utilize the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Village's enterprise funds are charges to customers for sales and services.

The Village also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY

Cash and Investments

Cash and cash equivalents on the Statement of Net Position are considered to be cash on hand, demand deposits, cash with fiscal agent. For the purpose of the proprietary funds "Statement of Cash Flows," cash and cash equivalents are considered to be cash on hand, demand deposits, cash with fiscal agent, and all highly liquid investments with an original maturity of three months or less.

Investments are reported at fair value. Short-term investments are reported at cost, which approximates fair value. Securities traded on national exchanges are valued at the last reported sales price. Investments that do not have any established market, if any, are reported at estimated fair value.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY – Continued

Interfund Receivables, Payables and Activity

Interfund activity is reported as loans, services provided, reimbursements or transfers. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental or proprietary funds are netted as part of the reconciliation to the government-wide financial statements.

Prepaids/Inventories – Land Held for Resale

Prepaids/inventories are valued at cost, which approximates market, using the first-in/first-out (FIFO) method. The costs of governmental fund-type prepaids/inventories are recorded as expenditures when consumed rather than when purchased. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaids in both the government-wide and fund financial statements.

Receivables

In the government-wide financial statements, receivables consist of all revenues earned at year-end and not yet received. Allowances for uncollectible accounts receivable are based upon historical trends and the periodic aging of accounts receivable. Major receivables balances for governmental activities include property taxes, sales and use taxes, income taxes, and grants. Business-type activities report utility charges as their major receivables.

Capital Assets

Capital assets purchased or acquired with an original cost of $5,000 or more and a useful life of more than one year, are reported at historical cost or estimated historical cost. Contributed assets are reported at fair market value as of the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY – Continued

Capital Assets – Continued

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. General capital assets are long-lived assets of the Village as a whole. When purchased, such assets are recorded as expenditures in the governmental funds and capitalized. In the case of the initial capitalization of general infrastructure assets (i.e., those reported by the governmental activities) the government chose to include all such items regardless of their acquisition date. Infrastructure such as streets, traffic signals and signs are capitalized. The valuation basis for general capital assets are historical cost, or where historical cost is not available, estimated historical cost based on replacement costs.

Capital assets in the proprietary funds are capitalized in the fund in which they are utilized. The valuation bases for proprietary fund capital assets are the same as those used for the general capital assets. Donated capital assets are capitalized at estimated fair market value on the date donated.

Depreciation on all assets is computed and recorded using the straight-line method of depreciation over the following estimated useful lives:

Land Improvements	10 - 50 Years
Buildings	20 - 50 Years
Equipment and Vehicles	5 - 10 Years
Water and Sewer System	60 Years
Infrastructure	20 - 60 Years

Deferred Outflows/Inflows of Resources

Deferred outflow/inflow of resources represents an acquisition of net position that applies to a future period and therefore will not be recognized as an outflow or resources (expense)/inflow of resources (revenue) until that future time.

Compensated Absences

The Village accrues accumulated unpaid vacation and associated employee-related costs when earned (or estimated to be earned) by the employee. In accordance with GASB Statement No. 16, no liability is recorded for nonvesting accumulation rights to receive sick pay benefits. However, a liability is recognized for that portion of accumulated sick leave that is estimated to be taken as "terminal leave" prior to retirement.

All vacation pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in the governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY – Continued

Long-Term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type Statement of Net Position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as expenses at the time of issuance.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Net Position

In the government-wide financial statements, equity is classified as net position and displayed in three components:

> Net Investment in Capital Assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
>
> Restricted – Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislations.
>
> Unrestricted – All other net position balances that do not meet the definition of "restricted" or "net investment in capital assets."

NOTE 2 – STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

BUDGETARY INFORMATION

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for most funds. The Village does not budget for the Foreign Fire Insurance Fund and the Equipment Replacement Fund. The Village follows these procedures in establishing the budgetary data reflected in the financial statements:

The Village Manager submits to the Board of Trustees a proposed appropriation ordinance for the fiscal year commencing the following January 1. The appropriation ordinance includes proposed expenditures and the means of financing them. Appropriation hearings are conducted. The appropriation is legally enacted through the passage of an ordinance. The appropriation ordinance may be amended by the vote of four members of the Board of Trustees. For consistency purposes, all financial statements utilize the term "Budget" to indicate estimated revenues or appropriations.

Management does not have the authority to alter appropriations without approval of the Board of Trustees. The appropriation ordinance was amended this year. The level of control (level at which the governing body must approve expenditures in excess of appropriations, or transfer appropriated amounts) is the fund. Appropriations lapse at year-end.

EXCESS OF ACTUAL EXPENDITURES/EXPENSES OVER BUDGET IN INDIVIDUAL FUNDS

The following funds had an excess of actual expenditures/expenses, exclusive of depreciation, over budget for the fiscal year:

Fund	Excess
Infrastructure Project	$ 230,309
Water and Sewer	15,827
Firefighters' Pension	4,704

All expenditures/expenses in excess of budget were funded through available reserves.

DEFICIT FUND BALANCE/NET POSITION

The following funds had deficit fund balance/net position as of the date of this report:

Fund	Deficit
Infrastructure Project	$ 1,205,773

NOTE 3 – DETAIL NOTES ON ALL FUNDS

DEPOSITS AND INVESTMENTS

The Village maintains a cash and investment pool that is available for use by all funds, except the pension trust funds. Each fund type's portion of this pool is displayed on the financial statements as "cash and investments." In addition, investments are separately held by several of the Village's funds. The deposits and investments of the pension trust funds are held separately from those of other funds.

Permitted Deposits and Investments – Statutes authorize the Village to make deposits/invest in commercial banks, savings and loan institutions, obligations of the U.S. Treasury and U.S. Agencies, obligations of States and their political subdivisions, credit union shares, repurchase agreements, commercial paper rated within the three highest classifications by at least two standard rating services, and the Illinois Funds.

The deposits and investments of the Pension Funds are held separately from those of other Village funds. Statutes authorize the Pension Fund to make deposits/invest in interest bearing direct obligations of the United States of America; obligations that are fully guaranteed or insured as to the payment of principal and interest by the United States of America; bonds, notes, debentures, or similar obligations of agencies of the United States of America; savings accounts or certificates of deposit issued by banks or savings and loan associations chartered by the United States of America or by the State of Illinois, to the extent that the deposits are insured by the agencies or instrumentalities of the federal government; credit unions, to the extent that the deposits are insured by the agencies or instrumentalities of the federal government; State of Illinois bonds; pooled accounts managed by the Illinois Funds Market Fund (Formerly known as IPTIP, Illinois Public Treasurer's Investment Pool), or by banks, their subsidiaries or holding companies, in accordance with the laws of the State of Illinois; bonds or tax anticipation warrants of any county, township, or municipal corporation of the State of Illinois; direct obligations of the State of Israel; money market mutual funds managed by investment companies that are registered under the Federal Investment Company Act of 1940 and the Illinois Securities Law of 1953 and are diversified, open-ended management investment companies, provided the portfolio is limited to specified restrictions; general accounts of life insurance companies; and separate accounts of life insurance companies and mutual funds, the mutual funds must meet specific restrictions, provided the investment in separate accounts and mutual funds does not exceed ten percent of the Pension Fund's plan net position; and corporate bonds managed through an investment advisor, rated as investment grade by one of the two largest rating services at the time of purchase. Pension Funds with plan net position of $2.5 million or more may invest up to forty-five percent of plan net position in separate accounts of life insurance companies and mutual funds. Pension Funds with plan net position of at least $5 million that have appointed an investment advisor, may through that investment advisor invest up to forty-five percent of the plan net position in common and preferred stocks that meet specific restrictions. In addition, Pension Funds with plan net position of at least $10 million that have appointed an investment advisor, may invest up to fifty percent of its net position in common and preferred stocks and mutual funds that meet specific restrictions effective July 1, 2011 and up to fifty-five percent effective July 1, 2012.

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

DEPOSITS AND INVESTMENTS – Continued

The Illinois Funds is an investment pool managed by the Illinois Public Treasurer's Office which allows governments within the State to pool their funds for investment purposes. Although not registered with the SEC, Illinois Funds operates in a manner consistent with Rule 2a7 of the Investment Company Act of 1940. Investments in Illinois Funds are valued at the share price, the price for which the investment could be sold.

Village Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk

Deposits. At year-end, the carrying amount of the Village's deposits for governmental and business-type activities totaled $4,559,464 and the bank balances totaled $5,125,449. In addition, the Village has $90,316 invested in the Illinois Funds at year-end.

Interest Rate Risk. Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The Village's investment policy states that there is to be a maintenance of sufficient liquidity to meet operating requirements. The Village's investment in the Illinois Funds has an average maturity of less than one year.

Credit Risk. Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Besides investing in security instruments authorized under State Statute, the Village's investment policy states that investments should be undertaken in a manner that seeks the preservation of capital and protection of investment principal. At year-end, the Village's investment in the Illinois Funds is rated AAAm by Standard & Poor's.

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the Village's deposits may not be returned to it. The Village's investment policy states that funds on deposit (checking accounts, certificates of deposit, money market, etc.) in excess of FDIC limits must be secured by collateral. At year-end, the entire bank balance of deposits was covered by collateral, federal depository or equivalent insurance.

For an investment, this is the risk that in the event of the failure of the counterparty, the Village will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The Village's investment policy does not mitigate custodial credit risk for investments. At year-end, the Village's investment in the Illinois Funds is not subject to custodial credit risk.

Concentration Risk. This is the risk of loss attributed to the magnitude of the Village's investment in a single issuer. The Village's investment policy does not mitigate concentration risk. At year-end, the Village has no investment over 5 percent of the total cash and investment portfolio (other than U.S. Government guaranteed obligations).

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

DEPOSITS AND INVESTMENTS – Continued

Police Pension Fund Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk

Deposits. At year-end, the carrying amount of the Fund's deposits totaled $406,721 and the bank balances totaled $395,465.

Investments. The Fund has the following investment fair values and maturities:

		Investment Maturities (in Years)			
Investment Instrument	Fair Value	Less Than 1	1 to 5	6 to 10	More Than 10
U.S. Treasuries	$ 426,848	-	319,579	-	107,269
U.S. Agencies	2,049,150	258,530	837,304	597,795	355,521
Corporate Bonds	2,352,145	77,374	1,099,938	1,174,833	-
Municipal Bonds	572,024	101,269	112,040	358,715	-
	5,400,167	437,173	2,368,861	2,131,343	462,790

Interest Rate Risk. The Fund's investment policy states that to the extent possible, investments shall be matched to actuarial assumptions. The Treasurer shall maintain sufficient liquidity in the portfolio to meet anticipated disbursements. In the case of callable securities, the final maturity date of the security shall not exceed ten years.

Credit Risk. Besides investing in investment instruments authorized under State Statute, the Fund's investment policy does not further mitigate credit risk. At year-end, the Fund's investments in U.S. Agency securities and corporate bonds rating are not disclosed. The municipal bonds ratings are Baa1 to AA- by Standard & Poor's.

Custodial Credit Risk. The Fund's investment policy does not mitigate custodial credit risk for deposits, but does state that all purchased investments are to be held in third party safekeeping by a Federal Reserve member financial institution. At year-end, the entire carrying amount of the bank balance of deposits is covered by federal depository or equivalent insurance. Furthermore, the Fund's investment in U.S. Treasury and Agency securities are categorized as insured, registered, or held by the Fund or its agent in the Fund's name.

Concentration Risk. The Fund's investment policy states that it is the intent of the Fund to diversify investments within its portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions, corporations, or maturities. In addition to the securities and fair values listed above, the Fund also has $7,039,639 invested in equities and $1,716,937 invested in common stock. At year-end, the Fund has over 5 percent of net position (other than U.S. Government guaranteed obligations) invested in American Beacon Lg Cap Value $1,608,667, Fidelity Advisor New Insights $884,643, MFS International Value $825,566, Oppenheimer International Growth $823,240, and TCW Select Equities Fund $881,666.

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

DEPOSITS AND INVESTMENTS – Continued

Police Pension Fund Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk – Continued

Concentration Risk – Continued. The Fund's investment policy in accordance with Illinois Compiled Statutes (ILCS) establishes the following target allocation across asset classes:

Asset Class	Target	Long-Term Expected Real Rate of Return
Fixed Income	40%	4.3% - 5.0%
Large Cap Domestic Equities	32%	7.5% 10.1%
Small Cap Domestic Equities	16%	7.5% - 12.3%
International Equity	5%	6.6% - 8.6%
Cash and Cash Equivalents	0%	0.0%

Illinois Compiled Statutes (ILCS) limit the Fund's investments in equities, mutual funds and variable annuities to 55%. Securities in any one company should not exceed 5% of the total fund.

The long-term expected rate of return on the Fund's investments was determined using an asset allocation study conducted by the Fund's investment management consultant in January 2016 in which best-estimate ranges of expected future real rates of return (net of pension plan investment expense and inflation) were developed for each major asset class. These ranges were combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding the expected inflation. Best estimates or arithmetic real rates of return for each major asset class included in the Fund's target asset allocation as of December 31, 2015 are listed in the table above.

Rate of Return

For the year ended December 31 2015, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was (0.88%). The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Firefighters' Pension Fund Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk

Deposits. At year-end, the carrying amount of the Fund's deposits totaled $214,339 and the bank balances totaled $204,996.

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

DEPOSITS AND INVESTMENTS – Continued

Firefighters' Pension Fund Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk – Continued

Investments. The Fund has the following investment fair values and maturities:

		Investment Maturities (in Years)			
Investment Instrument	Fair Value	Less Than 1	1 to 5	6 to 10	More Than 10
U.S. Treasuries	$ 911,392	100,063	761,087	50,242	-
U.S. Agencies	4,841,092	84,516	1,142,529	3,310,082	303,965
Municipal Bonds	954,800	24,939	150,063	501,366	278,432
	6,707,284	209,518	2,053,679	3,861,690	582,397

Interest Rate Risk. The Fund does not have a formal investment policy to mitigate interest rate risk.

Credit Risk. The Fund does not have a formal investment policy to mitigate credit risk. At year-end, the Fund's investments in U.S. Agency securities were all rated AA+ rated by Standard & Poor's. The Fund's investments in municipal bonds were rated AAA by Standard & Poor's.

Custodial Credit Risk. The Fund does not have a formal investment policy that mitigates custodial credit risk for deposits or investments. At year-end, the entire carrying amount of the bank balance of deposits is covered by federal depository or equivalent insurance. Furthermore, the Fund's investment in U.S. Treasury and Agency securities are categorized as insured, registered, or held by the Fund or its agent in the Fund's name.

Concentration Risk. The Fund does not have a formal investment policy that mitigates concentration risk. In addition to the securities and fair values listed above, the Fund also has $7,017,186 invested in equities. At year-end, the Fund has over 5 percent of net position (other than U.S. Government guaranteed obligations) invested in LSV Value Equity Fund $798,798, Pioneer Equity Income $786,664, T Rowe Price Growth $1,659,176 and Vanguard 500 Index $1,492,744.

Illinois Compiled Statutes (ILCS) limit the Fund's investments in equities, mutual funds and variable annuities to 55%. Securities in any one company should not exceed 5% of the total fund.

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

DEPOSITS AND INVESTMENTS – Continued

Firefighters' Pension Fund Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk – Continued

Concentration Risk – Continued. The Fund's investment policy in accordance with Illinois Compiled Statutes (ILCS) establishes the following target allocation across asset classes:

Asset Class	Target	Long-Term Expected Real Rate of Return
Fixed Income	50%	2.0%
Large Cap Domestic Equities	35%	6.8%
Small Cap Domestic Equities	10%	8.9%
International Equity	5%	7.0%
Cash and Cash Equivalents	0%	0.0%

The long-term expected rate of return on the Fund's investments was determined using an asset allocation study conducted by the Fund's investment management consultant in January 2016 in which best-estimate ranges of expected future real rates of return (net of pension plan investment expense and inflation) were developed for each major asset class. These ranges were combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding the expected inflation. Best estimates or arithmetic real rates of return for each major asset class included in the Fund's target asset allocation as of December 31, 2015 are listed in the table above.

Rate of Return

For the year ended December 31, 2015, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 1.32%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

PROPERTY TAXES

Property taxes for 2014 attach as an enforceable lien on January 1, 2015, on property values assessed as of the same date. Taxes are levied by December of the subsequent fiscal year (by passage of a Tax Levy Ordinance). Tax bills are prepared by the County and are payable in two installments, on or about March 1 and September 1. The County collects such taxes and remits them periodically. The allowance for uncollectible taxes has been stated at 3% of the tax levy, to reflect actual collection experience.

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

CAPITAL ASSETS

Governmental Activities

Governmental capital asset activity for the year was as follows:

	Beginning Balances	Increases	Decreases	Ending Balances
Nondepreciable Capital Assets				
Land	$ 4,350,400	-	-	4,350,400
Depreciable Capital Assets				
Land Improvements	4,838,087	6,477	-	4,844,564
Buildings	4,484,220	277,191	48,000	4,713,411
Equipment and Vehicles	6,998,736	189,502	30,694	7,157,544
Infrastructure	44,401,645	1,448,207	-	45,849,852
	60,722,688	1,921,377	78,694	62,565,371
Less Accumulated Depreciation				
Land Improvements	1,377,176	80,635	-	1,457,811
Buildings	2,417,451	99,649	48,000	2,469,100
Equipment and Vehicles	5,481,823	216,702	30,694	5,667,831
Infrastructure	25,858,143	740,027	-	26,598,170
	35,134,593	1,137,013	78,694	36,192,912
Total Net Depreciable Capital Assets	25,588,095	784,364	-	26,372,459
Total Net Capital Assets	29,938,495	784,364	-	30,722,859

Depreciation expense was charged to governmental activities as follows:

General Government	$ 105,547
Public Safety	179,846
Highways and Streets	829,950
Culture and Recreation	21,670
	1,137,013

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

CAPITAL ASSETS – Continued

Business-Type Activities

Business-type capital asset activity for the year was as follows:

	Beginning Balances	Increases	Decreases	Ending Balances
Nondepreciable Capital Assets				
Land	$ -	54,000	-	54,000
Depreciable Capital Assets				
Water System	16,290,485	317,609	-	16,608,094
Reservoir	1,875,580	-	-	1,875,580
Sewer System	11,792,512	908,045	-	12,700,557
Equipment and Vehicles	1,015,432	-	-	1,015,432
	30,974,009	1,225,654	-	32,199,663
Less Accumulated Depreciation				
Water System	7,050,366	231,003	-	7,281,369
Reservoir	924,220	19,028	-	943,248
Sewer System	4,088,841	192,592	-	4,281,433
Equipment and Vehicles	768,867	35,223	-	804,090
	12,832,294	477,846	-	13,310,140
Total Other Capital Assets	18,141,715	747,808	-	18,889,523
Total Capital Assets	18,141,715	801,808	-	18,943,523

Depreciation expense was charged to business-type activities as follows:

Water and Sewer	$ 477,846

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

Interfund Balances

Interfund balances are advances in anticipation of receipts. The composition of interfund balances as of the date of this report, is as follows:

Receivable Fund	Payable Fund	Amount
General	Nonmajor Governmental	$ 251,574
General	Infrastructure Project	1,164,229
Police Pension	General	2,809
Firefighters' Pension	General	2,598
		1,421,210

Interfund Transfers

Interfund transfers for the year consisted of the following:

Transfer In	Transfer Out	Amount
General	Nonmajor Governmental	$ 500,000
Debt Service	General	525,000
Debt Service	Water and Sewer	624,702
Infrastructure Project	General	370,384
Nonmajor Governmental	General	30,000
		2,050,086

Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (2) move receipts restricted to debt service from the funds collecting the receipts to the debt service fund as debt service payments become due, and (3) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT

General Obligation Bonds

The Village issues general obligation and alternate revenue bonds to provide funds for the acquisition and construction of major capital facilities. General obligation and alternate revenue bonds are direct obligations and pledge the full faith and credit of the Village. General obligation and alternate revenue bonds currently outstanding are as follows:

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
General Obligation Bonds of 1998 (Alternate Revenue Source) - Due in annual installments of $15,000 to $25,000 plus interest at 4.15% to 5.00% through December 1, 2017.	Debt Service	$ 75,000	-	25,000	50,000
General Obligation Bonds of 2000A (Alternate Revenue Source) - Due in annual installments of $7,869 to $29,277 plus interest at 5.95% through December 1, 2019.	Debt Service	130,842	-	23,234	107,608
General Obligation Bonds of 2006A (Alternate Revenue Source) - Due in annual installments of $130,000 to $245,000 plus interest at 3.90% to 4.20% through December 1, 2026.	Water and Sewer	2,385,000	-	2,225,000 * 160,000	-
General Obligation Bonds of 2006B (Alternate Revenue Source) - Due in annual installments of $140,000 to $375,000 plus interest at 3.90% to 4.20% through December 1, 2026.	Debt Service	3,355,000	-	3,155,000 * 200,000	-
General Obligation Refunding Bonds of 2009 (Alternate Revenue Source) - Due in annual installments of $55,000 to $230,000 plus interest at 2.00% to 3.60% through December 1, 2019.	Water and Sewer	1,080,000	-	200,000	880,000

* Refunded

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

General Obligation Bonds – Continued

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
General Obligation Refunding Bonds of 2013 (Alternate Revenue Source) - Due in annual installments of $425,000 to $510,000 plus interest at 2.00% to 3.40% through December 1, 2022.	Debt Service	$ 3,775,000	-	485,000	3,290,000
General Obligation Refunding Bonds of 2015A (Alternate Revenue Source) - Due in annual installments of $180,000 to $230,000 plus interest at 2.00% to 4.00% through December 1, 2026.	Water and Sewer	-	2,220,000	-	2,220,000
General Obligation Refunding Bonds of 2015B (Alternate Revenue Source) - Due in annual installments of $235,000 to $350,000 plus interest at 2.00% to 4.00% through December 1, 2026.	Debt Service	-	3,145,000	-	3,145,000
		10,800,842	5,365,000	6,473,234	9,692,608

Installment Contracts

The Village has established installment contracts payable as follows:

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
$127,851 Installment Contract Payable, dated June 23, 2008 - Due in annual installments of $19,336, including interest at 4.44% through June 23, 2016.	Debt Service	$ 36,241	-	17,727	18,514

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

Installment Contracts – Continued

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
$653,193 Installment Contract Payable, dated December 28, 2011 - Due in annual installments of $140,022, including interest at 3.50% through January 15, 2016.	Debt Service	$ 266,212	-	130,713	135,499
$225,334 Installment Contract Payable, dated April 2, 2013 - Due in annual installments of $75,111, plus interest at 2.75% through April 4, 2016.	Debt Service	150,223	-	75,111	75,112
		452,676	-	223,551	229,125

Long-Term Liability Activity

Changes in long-term liabilities during the fiscal year were as follows:

Type of Debt	Beginning Balances as Restated	Additions	Deductions	Ending Balances	Amounts Due within One Year
Governmental Activities					
Net Pension Liability - IMRF	$ 1,025,029	1,025,946	-	2,050,975	-
Net Pension Liability - Police	17,592,599	3,967,806	-	21,560,405	-
Net Pension Liability - Firefighters'	8,016,727	2,178,671	-	10,195,398	-
Compensated Absences	1,409,602	149,802	74,901	1,484,503	296,901
General Obligation Bonds	7,335,842	3,145,000	3,888,234	6,592,608	769,617
Installment Contracts	452,676	-	223,551	229,125	229,125
Net Other Post-Employment Benefit Obligation	417,994	194,166	-	612,160	-
	36,250,469	10,661,391	4,186,686	42,725,174	1,295,643
Business-Type Activities					
Net Pension Liability - IMRF	66,294	66,354	-	132,648	-
Compensated Absences	78,593	1,100	2,200	77,493	15,499
General Obligation Bonds	3,465,000	2,220,000	2,585,000	3,100,000	390,000
	3,609,887	2,287,454	2,587,200	3,310,141	405,499

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

Long-Term Liability Activity – Continued

Payments on the net pension liability, the net other post-employment obligation and the compensated absences for governmental activities are generally liquidated by the General Fund. The Debt Service Fund and Water and Sewer Fund make payments on the general obligation bonds. Payments on the installment contracts are made by the Debt Service Fund. Compensated absences for business-type activities are liquidated by the Water and Sewer Fund.

Debt Service Requirements to Maturity

The annual debt service requirements to maturity, including principal and interest, are as follows:

	Governmental Activities				Business-Type Activities	
	General Obligation Bonds		Installment Contracts		General Obligation Bonds	
Fiscal Year	Principal	Interest	Principal	Interest	Principal	Interest
2016	$ 769,617	185,104	229,125	6,590	390,000	91,983
2017	781,081	167,989	-	-	400,000	81,033
2018	782,633	150,586	-	-	415,000	69,808
2019	794,277	130,067	-	-	420,000	57,183
2020	695,000	106,649	-	-	190,000	44,152
2021	720,000	87,149	-	-	200,000	39,402
2022	740,000	66,322	-	-	210,000	34,402
2023	305,000	43,817	-	-	215,000	29,152
2024	320,000	36,040	-	-	210,000	23,670
2025	335,000	27,400	-	-	220,000	18,000
2026	350,000	14,000	-	-	230,000	9,200
Totals	6,592,608	1,015,123	229,125	6,590	3,100,000	497,985

Non-Commitment Debt – Special Assessment Debt

Special assessment bonds outstanding as of the date of this report totaled $263,390. These bonds are not an obligation of the government and are secured by the levy of special assessments on the real property within the special assessment area. The government is in no way liable for repayment but is only acting as agent for the property owners in levying and collecting the assessments, and forwarding the collections to bondholders.

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

Defeased Debt

On October 28, 2015, the Village issued $2,220,000 par value Alternate Revenue Source Refunding Bonds, Series of 2015A to refund $2,225,000 of the Alternate Revenue Bond, Series of 2006A and the Village issued $3,145,000 par value Alternate Revenue Source Refunding Bonds, Series 2015B to refund $3,155,000 of the Alternate Revenue Source, Series of 2006B. The Village defeased bonds by placing the proceeds of the new bonds in an irrevocable trust to provide for all future debt service payment of the old bonds. Since the requirements that normally satisfy defeasance have been met, the financial statements reflect satisfaction of the original liability through the irrevocable transfer to an escrow agent of an amount computed to be adequate to meet the future debt service requirements of the issue. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the government's basic financial statements. Through this refunding, the Village reduced its total debt service by $424,732 and obtained an economic gain of $463,337.

Legal Debt Margin

Chapter 65, Section 5/8-5-1 of the Illinois Compiled Statutes provides, "...no municipality having a population of less than 500,000 shall become indebted in any manner or for any purpose, to an amount, including existing indebtedness in the aggregate exceeding 8.625% on the value of the taxable property therein, to be ascertained by the last assessment for state and county purposes, previous to the incurring of the indebtedness or, until January 1, 1983, if greater, the sum that is produced by multiplying the municipality's 1978 equalized assessed valuation by the debt limitation percentage in effect on January 1, 1979."

Assessed Valuation - 2014*	$ 340,065,226
Bonded Debt Limit - 8.625% of Assessed Value	29,330,626
Amount of Debt Applicable to Limit	229,125
Legal Debt Margin	29,101,501

*2015 Currently Not Available

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

FUND BALANCE/NET POSITION

Net Position Classifications

Net investment in capital assets was comprised on the following as of December 31, 2015:

Governmental Activities	
Capital Assets - Net of Accumulated Depreciation	$ 30,722,859
Less Capital Related Debt:	
General Obligation Bonds of 1998 (Alternate Revenue Source)	(50,000)
General Obligation Bonds of 2000A (Alternate Revenue Source)	(107,608)
General Obligation Refunding Bonds of 2013 (Alternate Revenue Source)	(3,290,000)
General Obligation Refunding Bonds of 2015B (Alternate Revenue Source)	(3,145,000)
Installment Contract of 2008	(18,514)
Installment Contract of 2011B	(135,499)
Installment Contract of 2013	(75,112)
Net Investment in Capital Assets	23,901,126
Business-Type Activities	
Capital Assets - Net of Accumulated Depreciation	18,943,523
Less Capital Related Debt:	
General Obligation Refunding Bonds of 2009 (Alternate Revenue Source)	(880,000)
General Obligation Refunding Bonds of 2015A (Alternate Revenue Source)	(2,220,000)
Net Investment in Capital Assets	15,843,523

Net Position Restatement

Net position was restated due to the implementation of GASB Statement No. 68. The following is a summary of the net position as originally reported and as restated:

Net Position	As Reported	As Restated	Increase/ (Decrease)
Governmental Activities	$ 21,943,604	1,710,106	(20,233,498)
Business-Type Activities	18,972,889	19,010,685	37,796
Water and Sewer	18,222,984	18,260,780	37,796

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

FUND BALANCE/NET POSITION – Continued

Fund Balance Classifications

The following is a schedule of fund balance classifications for the governmental funds as of the date of this report:

	General	Debt Service	Capital Projects Infrastructure Project	Nonmajor	Totals
Fund Balances					
Nonspendable					
Prepaids	$ 423,235	-	-	-	423,235
Inventories	-	-	-	331,188	331,188
	423,235	-	-	331,188	754,423
Restricted					
Property Tax Levies	-	-	-	65,733	65,733
Motor Fuel Tax	-	-	-	699,469	699,469
Hotel/Motel Tax	-	-	-	65,369	65,369
Foreign Fire Tax	-	-	-	26,605	26,605
Debt Service	-	50,342	-	-	50,342
	-	50,342	-	857,176	907,518
Committed					
Financial Stability	1,714,360	-	-	-	1,714,360
Assigned					
Capital Projects	-	-	-	83,050	83,050
Unassigned	827,507	-	(1,205,773)	(1,796)	(380,062)
Total Fund Balances	2,965,102	50,342	(1,205,773)	1,269,618	3,079,289

In the governmental funds financial statements, the Village considers restricted amounts to have been spent when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. The Village first utilizes committed, then assigned and then unassigned fund balance when an expenditure is incurred for purposes for which all three unrestricted fund balances are available.

Committed Fund Balance. The Village reports committed fund balance in the General Fund, a major fund. Formal Board action is required to establish, modify, or rescind a fund balance commitment. The Village's Board, through formal Board action of passing an ordinance, has committed the funds to provide short-term solutions to maintaining cash flows and Village services until projected revenue growth or necessary expenditure reductions are achieved to balance the budget and to provide overall financial stability.

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

FUND BALANCE/NET POSITON – Continued

Fund Balance Classifications – Continued

Assigned Fund Balance. The Village reports assigned fund balance in the Equipment Replacement Fund and the Parks Fund, both nonmajor funds. The Village's Finance Director, under authority of the Board as established in the fund balance policy, has assigned these funds for future village improvement projects and equipment and vehicle purchases based on approved management expenditures as determined through the annual budget process.

Minimum Fund Balance Policy. It is the goal of the Village to achieve and thereafter maintain a General Fund reserve balance equal to 25% of its annual expenditures. It is the interim policy of the Village to fund the General Fund reserve balance in upcoming budget cycles in such amounts as deemed prudent under then-existing economic conditions towards a goal of achieving a General Fund reserve balance equal to 25% of its annual expenditures within the next five fiscal years.

NOTE 4 – OTHER INFORMATION

RISK MANAGEMENT

The Village is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; natural disasters; and injuries to the Village's employees. These risks are provided for through insurance from private insurance companies. The Village currently reports all its risk management activities in the General Fund. There were no significant changes in insurance coverages from the prior year and settlements did not exceed insurance coverage in any of the past three fiscal years.

Intergovernmental Risk Management Agency (IRMA)

The Village also participates in the Intergovernmental Risk Management Agency (IRMA). IRMA is an organization of municipalities and special districts in Northeastern Illinois which have formed an association under the Illinois Intergovernmental Cooperation Statute to pool its risk management needs. The agency administers a mix of self–insurance and commercial insurance coverages; property/casualty and workers' compensation claim administration/litigation management services; unemployment claim administration; extensive risk management/loss control consulting and training programs; and a risk information system and financial reporting service for its members.

The Village's payments to IRMA are displayed on the financial statements as expenditures/expenses in appropriate funds. Each member assumes the first $2,500 of each occurrence, and IRMA has a mix of self-insurance and commercial insurance at various amounts about that level.

Each member appoints one delegate, along with an alternate delegate, to represent the member on the Board of Directors. The Village does not exercise any control over the activities of the Agency beyond its representation on the Board of Directors.

NOTE 4 – OTHER INFORMATION – Continued

RISK MANAGEMENT – Continued

Intergovernmental Risk Management Agency (IRMA) – Continued

Initial contributions are determined each year based on the individual member's eligible revenue as defined in the by-laws of IRMA and experience modification factors based on past member loss experience. Members have a contractual obligation to fund any deficit of IRMA attributable to a membership year during which they were a member. Supplemental contributions may be required to fund these deficits.

CONTINGENT LIABILITIES

Deferred Compensation Plan

The Village offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all Village employees, permits them to defer a portion of their salary until future years. Participation in the plan is optional. The deferred compensation is not available to employees until termination, retirement, death or unforeseeable emergency. All amounts of compensation deferred under the plan are held in trust on behalf of the employees. Accordingly, the assets are not reported in these financial statements.

Litigation

The Village is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the Village's attorney, the resolution of these matters will not have a material adverse effect on the financial condition of the Village.

Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the Village expects such amounts, if any, to be immaterial.

SUBSEQUENT EVENT

In March 2016, the Village of Brookfield voters passed a $22 million dollar, eight-year road and infrastructure improvement referendum. The referendum authorized the Village to issue $22 million in General Obligation Bonds supported through ad-velorum property taxes. The Village plans to issue three bond series between 2016 and 2020 for the full $22 million dollars. In July 2016, the Village will sell the first series in an amount not to exceed $9 million dollars. Construction is scheduled to begin shortly thereafter, with a total estimated project length of eight years.

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS

The Village contributes to three defined benefit pension plans, the Illinois Municipal Retirement Fund (IMRF), a defined benefit agent multiple-employer public employee retirement system; the Police Pension Plan which is a single-employer pension plan; and, the Firefighters' Pension Plan, which is also a single-employer pension plan. Separate reports are not issued for the Police and Firefighters' Pension Plans. IMRF issues a publicly available financial report that includes financial statements and required supplementary information for the plan as a whole, but not by individual employer. That report may be obtained on-line at www.imrf.org. The benefits, benefit levels, employee contributions, and employer contributions are governed by Illinois Compiled Statutes (ILCS) and can only be amended by the Illinois General Assembly.

Illinois Municipal Retirement (IMRF)

Plan Descriptions

Plan Administration. All employees (other than those covered by the Police and Firefighters' Pension Plan) hired in positions that meet or exceed the prescribed annual hourly standard must be enrolled in IMRF as participating members. The plan is accounted for on the economic resources measurement focus and the accrual basis of accounting. Employer and employee contributions are recognized when earned in the year that the contributions are required, benefits and refunds are recognized as an expense and liability when due and payable.

Benefits Provided. IMRF has three benefit plans. The vast majority of IMRF members participate in the Regular Plan (RP). The Sheriff's Law Enforcement Personnel (SLEP) plan is for sheriffs, deputy sheriffs, and selected police chiefs. Counties could adopt the Elected County Official (ECO) plan for officials elected prior to August 8, 2011 (the ECO plan was closed to new participants after that date).

IMRF provides two tiers of pension benefits. Employees hired ***before*** January 1, 2011, are eligible for Tier 1 benefits. Tier 1 employees are vested for pension benefits when they have at least eight years of qualifying service credit. Tier 1 employees who retire at age 55 (at reduced benefits) or after age 60 (at full benefits) with eight years of service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of the final rate of earnings for the first 15 years of service credit, plus 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. Final rate of earnings is the highest total earnings during any consecutive 48 months within the last 10 years of service, divided by 48. Under Tier 1, the pension is increased by 3% of the original amount on January 1 every year after retirement.

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Illinois Municipal Retirement (IMRF) – Continued

Plan Descriptions – Continued

Benefits Provided – Continued. Employees hired ***on or after*** January 1, 2011, are eligible for Tier 2 benefits. For Tier 2 employees, pension benefits vest after ten years of service. Participating employees who retire at age 62 (at reduced benefits) or after age 67 (at full benefits) with ten years of service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of the final rate of earnings for the first 15 years of service credit, plus 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. Final rate of earnings is the highest total earnings during any 96 consecutive months within the last 10 years of service, divided by 96. Under Tier 2, the pension is increased on January 1 every year after retirement, upon reaching age 67, by the *lesser* of:

- 3% of the original pension amount, or
- 1/2 of the increase in the Consumer Price Index of the original pension amount.

Plan Membership. As of December 31, 2015, the following employees were covered by the benefit terms:

Inactive Plan Members Currently Receiving Benefits	95
Inactive Plan Members Entitled to but not yet Receiving Benefits	65
Active Plan Members	42
Total	202

A detailed breakdown of IMRF membership for inactive members for the Village and Library is unavailable. The above numbers include all inactive members.

Contributions. As set by statute, the Village's Regular Plan Members are required to contribute 4.5% of their annual covered salary. The statute requires employers to contribute the amount necessary, in addition to member contributions, to finance the retirement coverage of its own employees. The Village's annual contribution rate for calendar year 2015 was 10.08% of covered payroll.

Net Pension Liability. The Village's net pension liability was measured as of December 31, 2015. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Illinois Municipal Retirement (IMRF) – Continued

Plan Descriptions – Continued

Actuarial Assumptions. The total pension liability was determined by an actuarial valuation performed, as of December 31, 2015, using the following actuarial methods and assumptions:

Actuarial Valuation Date	12/31/2015
Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Market
Actuarial Assumptions	
Interest Rate	7.49%
Salary Increases	3.75% to 14.50%
Cost of Living Adjustments	2.75%
Inflation	2.75%

For nondisabled retirees, an IMRF specific mortality table was used with fully generational projection scale MP-2014 (base year 2014). IMRF specific rates were developed from the RP-2014 Blue Collar Health Annuitant Mortality Table with adjustments to match current IMRF experience. For disabled retirees, an IMRF specific mortality tables was used with fully generational projection scale MP-2014 (base year 2014). IMRF specific rates were developed from the RP-2014 Disabled Retirees Mortality Table applying the same adjustment that were applied for nondisabled lives. For active members, an IMRF specific mortality table was used with fully generational projection scale MP-2014 (base year 2014). IMRF specific rates were developed from the RP-2014 Employee Mortality Table with adjustments to match current IMRF experience.

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Illinois Municipal Retirement (IMRF) – Continued

Discount Rate

A Single Discount Rate of 7.49% was used to measure the total pension liability. The projection of cash flow used to determine this Single Discount Rate assumed that the plan members' contributions will be made at the current contribution rate, and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. The Single Discount Rate reflects:

1. The long-term expected rate of return on pension plan investments (during the period in which the fiduciary net position is projected to be sufficient to pay benefits), and

2. The tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating (which is published by the Federal Reserve) as of the measurement date (to the extent that the contributions for use with the long-term expected rate of return are not met).

For the purpose of the most recent valuation, the expected rate of return on plan investments is 7.50%, the municipal bond rate is 3.57%, and the resulting single discount rate is 7.49%.

Discount Rate Sensitivity

The following presents the plan's net pension liability, calculated using a Single Discount Rate of 7.49%, as well as what the plan's net pension liability would be if it were calculated using a Single Discount Rate that is 1% lower or 1% higher:

	1% Decrease (6.49%)	Current Discount Rate (7.49%)	1% Increase (8.49%)
Village - Net Pension Liability	$ 4,684,495	2,183,623	133,121
Library - Net Pension Liability	1,014,404	472,853	28,827
Total - Net Pension Liability	5,698,899	2,656,476	161,948

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Illinois Municipal Retirement (IMRF) – Continued

Changes in the Net Pension Liability eliminate

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (A) - (B)
Balances at December 31, 2014	$ 18,558,264	17,466,941	1,091,323
Changes for the Year:			
Service Cost	273,032	-	273,032
Interest on the Total Pension Liability	1,364,697	-	1,364,697
Difference Between Expected and Actual Experience of the Total Pension Liability	(87,038)	-	(87,038)
Changes of Assumptions	23,094	-	23,094
Contributions - Employer	-	262,285	(262,285)
Contributions - Employees	-	133,563	(133,563)
Net Investment Income	-	85,830	(85,830)
Benefit Payments, including Refunds of Employee Contributions	(997,647)	(997,647)	-
Other (Net Transfer)	-	(193)	193
Net Changes	576,138	(516,162)	1,092,300
Village - Balances at December 31, 2015	19,134,402	16,950,779	2,183,623
Library - Balances at December 31, 2015	4,143,459	3,670,606	472,853

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Illinois Municipal Retirement (IMRF) – Continued

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the year ended December 31, 2015, the Village recognized pension expense of $1,124,281, the Library recognized pension expense of $242,616, and in total pension expense is $1,367,738. At December 31, 2015, the Village reported deferred outflows or resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	$ 411,962	(57,147)	354,815
Change in Assumptions	222,881	-	222,881
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	1,103,839	-	1,103,839
Village - Total Deferred Amounts Related to IMRF	1,738,682	(57,147)	1,681,535
Library - Total Deferred Amounts Related to IMRF	376,503	(12,375)	364,128
Total - Total Deferred Amounts Related to IMRF	2,115,185	(69,522)	2,045,663

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

Fiscal Year	Village Net Deferred Outflows of Resources	Library Net Deferred Outflows of Resources	Total Net Deferred Outflows of Resources
2016	$ 885,560	191,763	1,077,323
2017	267,814	57,994	325,808
2018	287,838	62,330	350,168
2019	240,323	52,041	292,364
2020	-	-	-
Thereafter	-	-	-
Total	1,681,535	364,128	2,045,663

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Police Pension Plan

Plan Descriptions

Plan Administration. The Police Pension Plan is a single-employer defined benefit pension plan that covers all sworn police personnel. The defined benefits and employee and minimum employer contribution levels are governed by Illinois Compiled Statutes (40 ILCS 5/3-1) and may be amended only by the Illinois legislature. The Village accounts for the Fund as a pension trust fund. The Fund is governed by a five-member pension board. Two members of the Board are appointed by the Village President, one member is elected by pension beneficiaries and two members are elected by active police employees.

Plan Membership. At December 31, 2015, the measurement date, membership consisted of the following:

Inactive Plan Members Currently Receiving Benefits	24
Inactive Plan Members Entitled to but not yet Receiving Benefits	0
Active Plan Members	29
Total	53

Benefits Provided. The following is a summary of the Police Pension Plan as provided for in Illinois State Statutes.

The Police Pension Plan provides retirement benefits through two tiers of benefits as well as death and disability benefits. Covered employees hired before January 1, 2011 (Tier 1), attaining the age of 50 or older with 20 or more years of creditable service are entitled to receive an annual retirement benefit of ½ of the salary attached to the rank held on the last day of service, or for one year prior to the last day, whichever is greater. The annual benefit shall be increased by 2.5 percent of such salary for each additional year of service over 20 years up to 30 years, to a maximum of 75 percent of such salary. Employees with at least eight years but less than 20 years of credited service may retire at or after age 60 and receive a reduced benefit. The monthly benefit of a police officer who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least 55 years, by 3 percent of the original pension and 3 percent compounded annually thereafter.

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Police Pension Plan – Continued

Plan Descriptions – Continued

Benefits Provided – Continued. Covered employees hired on or after January 1, 2011 (Tier 2), attaining the age of 55 or older with 10 or more years of creditable service are entitled to receive an annual retirement benefit equal to the average monthly salary obtained by dividing the total salary of the police officer during the 96 consecutive months of service within the last 120 months of service in which the total salary was the highest by the number of months of service in that period. Police officer salary for the pension purposes is capped at $106,800, plus the lesser of ½ of the annual change in the Consumer Price Index or 3 percent compounded. The annual benefit shall be increased by 2.5 percent of such a salary for each additional year of service over 20 years up to 30 years to a maximum of 75 percent of such salary. Employees with at least 10 years may retire at or after age 50 and receive a reduced benefit (i.e., ½ percent for each month under 55). The monthly benefit of a Tier 2 police officer shall be increased annually at age 60 on the January 1st after the police office retires, or the first anniversary of the pension starting date, whichever is later. Noncompounding increases occur annually, each January thereafter. The increase is the lesser of 3 percent of ½ of the change in the Consumer Price Index for the proceeding calendar year.

Contributions. Covered employees are required to contribute 9.91% of their base salary to the Police Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The Village is required to contribute the remaining amounts necessary to finance the plan and the administrative costs as actuarially determined by an enrolled actuary. However, effective January 1, 2011, ILCS requires the Village to contribute a minimum amount annually calculated using the projected unit credit actuarial cost method that will result in the funding of 90% of the past service cost by the year 2040. For the year-ended December 31, 2015, the Village's contribution was 54.13% of covered payroll.

Concentrations. At year end, the Pension Plan has investments (other than U.S. Government and U.S. Government-guaranteed obligations) in any one organization that represent 5 percent or more of net position available for benefits as follows.

Investment	Amount
American Beacon Lg Cap Value	$ 1,608,667
Fidelity Advisor New Insights	884,643
MFS International Value	825,566
Oppenheimer International Growth	823,240
TCW Select Equities Fund	881,666

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Police Pension Plan – Continued

Actuarial Assumptions

The total pension liability was determined by an actuarial valuation performed, as of December 31, 2015, using the following actuarial methods and assumptions:

Actuarial Valuation Date	12/31/2015
Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Market
Actuarial Assumptions	
Interest Rate	7.00%
Salary Increases	5.50%
Cost of Living Adjustments	3.00%
Inflation	2.50%

Mortality rates were based on the RP 2014 Mortality Table (BCHA) projected to 2016 using improvement scale MP-2015. The other non-economic actuarial assumptions used in the December 31, 2015 valuation were based on the results of an actuarial experience study conducted by the Illinois Department of Insurance dated September 26, 2012.

Discount Rate

The discount rate used to measure the total pension liability was 7.00%, the same as the prior valuation. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that Village contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all project future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Police Pension Plan – Continued

Discount Rate Sensitivity

The following is a sensitive analysis of the net pension liability to changes in the discount rate. The table below presents the pension liability of the Village calculated using the discount rate as well as what the Village's net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Net Pension Liability	$ 26,501,967	21,560,405	17,512,275

Changes in the Net Pension Liability

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (A) - (B)
Balances at December 31, 2014	$ 32,416,822	14,824,223	17,592,599
Changes for the Year:			
Service Cost	671,938	-	671,938
Interest on the Total Pension Liability	2,208,798	-	2,208,798
Difference Between Expected and Actual Experience of the Total Pension Liability	(264,745)	-	(264,745)
Changes of Assumptions	2,869,013	-	2,869,013
Contributions - Employer	-	1,413,762	(1,413,762)
Contributions - Employees	-	273,003	(273,003)
Net Investment Income	-	(136,110)	136,110
Benefit Payments, including Refunds of Employee Contributions	(1,725,125)	(1,725,125)	-
Other (Net Transfer)	-	(33,457)	33,457
Net Changes	3,759,879	(207,927)	3,967,806
Balances at December 31, 2015	36,176,701	14,616,296	21,560,405

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Police Pension Plan – Continued

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the year ended December 31, 2015, the Village recognized pension expense of $2,243,617. At December 31, 2015, the Village reported deferred outflows or resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	$ -	(223,741)	(223,741)
Change in Assumptions	2,424,659	-	2,424,659
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	937,034	-	937,034
Total Deferred Amounts Related to Police Pension	3,361,693	(223,741)	3,137,952

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

Fiscal Year	Net Deferred Outflows of Resources
2016	$ 637,609
2017	637,609
2018	637,609
2019	637,607
2020	403,350
Thereafter	184,168
Total	3,137,952

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Firefighters' Pension Plan

Plan Descriptions – Continued

Plan Administration. The Firefighters' Pension Plan is a single-employer defined benefit pension plan that covers all sworn firefighter personnel. The defined benefits and employee and minimum employer contribution levels are governed by Illinois Compiled Statutes (40 ILCS 5/4-1) and may be amended only by the Illinois legislature. The Village accounts for the Fund as a pension trust fund. The Fund is governed by a five-member pension board. Two members of the Board are appointed by the Village President, one member is elected by pension beneficiaries and two members are elected by active fire employees.

Plan Membership. At December 31, 2015, the measurement date, membership consisted of the following:

Inactive Plan Members Currently Receiving Benefits	22
Inactive Plan Members Entitled to but not yet Receiving Benefits	2
Active Plan Members	23
Total	47

Benefits Provided. The following is a summary of the Firefighters' Pension Plan as provided for in Illinois State Statutes.

The Firefighters' Pension Plan provides retirement benefits through two tiers of benefits as well as death and disability benefits. Covered employees hired before January 1, 2011 (Tier 1), attaining the age of 50 or older with 20 or more years of creditable service are entitled to receive an annual retirement benefit of ½ of the salary attached to the rank held on the last day of service, or for one year prior to the last day, whichever is greater. The annual benefit shall be increased by 2.5 percent of such salary for each additional year of service over 20 years up to 30 years, to a maximum of 75 percent of such salary. Employees with at least eight years but less than 20 years of credited service may retire at or after age 60 and receive a reduced benefit. The monthly benefit of a firefighter who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least 55 years, by 3 percent of the original pension and 3 percent compounded annually thereafter.

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Firefighters' Pension Plan – Continued

Plan Descriptions – Continued

Benefits Provided – Continued. Covered employees hired on or after January 1, 2011 (Tier 2), attaining the age of 55 or older with 10 or more years of creditable service are entitled to receive an annual retirement benefit equal to the average monthly salary obtained by dividing the total salary of the firefighter during the 96 consecutive months of service within the last 120 months of service in which the total salary was the highest by the number of months of service in that period. Firefighters' salary for the pension purposes is capped at $106,800, plus the lesser of ½ of the annual change in the Consumer Price Index or 3 percent compounded. The annual benefit shall be increased by 2.5 percent of such a salary for each additional year of service over 20 years up to 30 years to a maximum of 75 percent of such salary. Employees with at least 10 years may retire at or after age 50 and receive a reduced benefit (i.e., ½ percent for each month under 55). The monthly benefit of a Tier 2 firefighter shall be increased annually at age 60 on the January 1st after the police office retires, or the first anniversary of the pension starting date, whichever is later. Noncompounding increases occur annually, each January thereafter. The increase is the lesser of 3 percent of ½ of the change in the Consumer Price Index for the proceeding calendar year.

Contributions. Covered employees are required to contribute 9.455% of their base salary to the Firefighters' Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The Village is required to contribute the remaining amounts necessary to finance the plan and the administrative costs as actuarially determined by an enrolled actuary. However, effective January 1, 2011, ILCS requires the Village to contribute a minimum amount annually calculated using the projected unit credit actuarial cost method that will result in the funding of 90% of the past service cost by the year 2040. For the year-ended December 31, 2015, the Village's contribution was 41.41% of covered payroll.

Significant Investments. At year end, the Pension Plan has investments (other than U.S. Government and U.S. Government-guaranteed obligations) in any one organization that represent 5 percent or more of net position available for benefits as follows:

Investment	Amount
LSV Value Equity Fund	$ 798,798
Pioneer Equity Income	786,664
T Rowe Price Growth	1,659,176
Vanguard 500 Index	1,492,744

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Firefighters' Pension Plan – Continued

Actuarial Assumptions

The total pension liability was determined by an actuarial valuation performed, as of December 31, 2015, using the following actuarial methods and assumptions:

Actuarial Valuation Date	12/31/2015
Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Market
Actuarial Assumptions	
Interest Rate	7.00%
Salary Increases	5.50%
Cost of Living Adjustments	3.00%
Inflation	2.50%

Mortality rates were based on the RP 2014 Mortality Table (BCHA) projected to 2016 using improvement scale MP-2015. The other non-economic actuarial assumptions used in the December 31, 2015 valuation were based on the results of an actuarial experience study conducted by the Illinois Department of Insurance dated September 26, 2012.

Discount Rate

The discount rate used to measure the total pension liability was 7.00%, the same as the prior valuation. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that Village contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all project future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Firefighters' Pension Plan – Continued

Discount Rate Sensitivity

The following is a sensitive analysis of the net pension liability to changes in the discount rate. The table below presents the pension liability of the Village calculated using the discount rate as well as what the Village's net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Net Pension Liability	$ 13,542,323	10,195,398	7,441,470

Changes in the Net Pension Liability

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (A) - (B)
Balances at December 31, 2014	$ 21,587,679	13,570,952	8,016,727
Changes for the Year:			
Service Cost	562,252	-	562,252
Interest on the Total Pension Liability	1,480,455	-	1,480,455
Difference Between Expected and Actual Experience of the Total Pension Liability	(444,979)	-	(444,979)
Changes of Assumptions	1,866,440	-	1,866,440
Contributions - Employer	-	864,043	(864,043)
Contributions - Employees	-	242,773	(242,773)
Net Investment Income	-	212,570	(212,570)
Benefit Payments, including Refunds of Employee Contributions	(876,632)	(876,632)	-
Other (Net Transfer)	-	(33,889)	33,889
Net Changes	2,587,536	408,865	2,178,671
Balances at December 31, 2015	24,175,215	13,979,817	10,195,398

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Firefighters' Pension Plan – Continued

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the year ended December 31, 2015, the Village recognized pension expense of $1,282,895. At December 31, 2015, the Village reported deferred outflows or resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	$ -	(364,509)	(364,509)
Change in Assumptions	1,528,915	-	1,528,915
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	595,412	-	595,412
Total Deferred Amounts Related to Firefighters' Pension	2,124,327	(364,509)	1,759,818

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

Fiscal Year	Net Deferred Outflows of Resources
2016	$ 405,909
2017	405,909
2018	405,909
2019	405,905
2020	136,186
Thereafter	-
Total	1,759,818

NOTE 4 – OTHER INFORMATION – Continued

OTHER POST-EMPLOYMENT BENEFITS

Plan Descriptions, Provisions and Funding Policies

In addition to providing the pension benefits described, the Village provides post-employment health care insurance benefits (OPEB) for its eligible retired employees through a single employer defined benefit plan. The benefits, benefit levels, employee contributions and employer contributions are governed by the Village and can be amended by the Village through its personnel manual and union contracts. The plan is not accounted for as a trust fund, as an irrevocable trust has not been established to account for the plan. The plan does not issue a separate report. The activity of the plan is reported in the Village's General Fund.

The Village provides post-employment health care benefits to its retirees. To be eligible for benefits, an employee must qualify for retirement under one of the Village's retirement plans. Elected officials are eligible for benefits if they qualify for retirement through the Illinois Municipal Retirement Fund.

All health care benefits are provided through the Village's health insurance plan. The benefit levels are the same as those afforded to active employees. Benefits include general inpatient and outpatient medical services; mental, nervous, and substance abuse care; vision care; dental care; and prescriptions. Upon a retiree reaching 65 years of age, Medicare becomes the primary insurer and the Village's plan becomes secondary.

All retirees contribute 100% of the actuarially determined premium to the plan. For the fiscal year ending December 31, 2015, retirees contributed $192,336. Active employees do not contributed to the plan until retirement.

At December 31, 2015, membership consisted of:

Retirees and Beneficiaries Currently Receiving Benefits and Terminated Employees Entitled to Benefits but not yet Receiving Them	30
Active Employees	89
Total	119
Participating Employers	1

The Village does not currently have a funding policy.

NOTE 4 – OTHER INFORMATION – Continued

OTHER POST-EMPLOYMENT BENEFITS – Continued

Annual OPEB Costs and Net OPEB Obligation

The net OPEB obligation (NOPEBO) as of December 31, 2015, was calculated as follows:

Annual Required Contribution	$ 312,788
Interest on the NOPEBO	16,720
Adjustment to the ARC	(13,933)
Annual NOPEBO Cost	315,575
Actual Contribution	121,409
Change in the NOPEBO	194,166
NOPEBO - Beginning of Year	417,994
NOPEBO - End of Year	612,160

Trend Information

The Village's annual OPEB cost, actual contributions, the percentage of annual OPEB cost contributed and the net OPEB obligation are as follows:

Fiscal Year	Annual OPEB Cost	Actual Contributions	Percentage of OPEB Cost Contributed	Net OPEB Obligation
2013	$ 95,893	$ 91,118	95.02%	$ 219,537
2014	302,221	103,764	34.33%	417,994
2015	315,575	121,409	38.47%	612,160

NOTE 4 – OTHER INFORMATION – Continued

OTHER POST-EMPLOYMENT BENEFITS – Continued

Funded Status and Funding Progress

The funded status of the plan as of December 31, 2014, the date of the most recent actuarial valuation, was as follows:

Actuarial Accrued Liability (AAL)	$ 3,862,175
Actuarial Value of Plan Assets	$ -
Unfunded Actuarial Accrued Liability (UAAL)	$ 3,862,175
Funded Ratio (Actuarial Value of Plan Assets/AAL)	0.00%
Covered Payroll (Active Plan Members)	$ 6,918,443
UAAL as a Percentage of Covered Payroll	55.82%

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information that shows whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the December 31, 2014 actuarial valuation the entry age actuarial cost method was used. The actuarial assumptions included a 4.00% investment rate of return (including inflation of 4.00%) and an initial annual healthcare cost trend rate of 8.00%, with an ultimate rate of 5.50%. The actuarial value of assets was not determined as the Village has not advance funded its obligation. The plan's unfunded actuarial accrued liability is being amortized as a level percentage of projected payroll on an open basis. The remaining amortization period at December 31, 2015, was 30 years.

REQUIRED SUPPLEMENTARY INFORMATION

Required supplementary information includes financial information and disclosures that are required by the GASB but are not considered a part of the basic financial statements. Such information includes:

- Schedule of Funding Progress and Employer Contributions
  Other Post-Employment Benefit Plan

- Schedule of Employer Contributions
  Illinois Municipal Retirement Fund
  Police Pension Fund
  Firefighters' Pension Fund

- Schedule of Changes in the Employer's Net Pension Liability
  Illinois Municipal Retirement Fund
  Police Pension Fund
  Firefighters' Pension Fund

- Schedule of Investment Returns
  Police Pension Fund
  Firefighters' Pension Fund

- Budgetary Comparison Schedule
  General Fund

Notes to the Required Supplementary Information

Budgetary Information – Budgets are adopted on a basis consistent with generally accepted accounting principles.

VILLAGE OF BROOKFIELD, ILLINOIS

Other Post-Employment Benefit Plan

Required Supplementary Information
Schedule of Funding Progress and Employer Contributions
December 31, 2015

Schedule of Funding Progress

Actuarial Valuation Date	(1) Actuarial Value of Plan Assets	(2) Actuarial Accrued Liability (AAL) - Entry Age	(3) Funded Ratio (1) ÷ (2)	(4) Unfunded (Overfunded) Actuarial Accrued Liability (2) - (1)	(5) Annual Covered Payroll	(6) Unfunded (Overfunded) Actuarial Accrued Liability as a Percentage of Covered Payroll (4) ÷ (5)
12/31/10	$ N/A	$ N/A	N/A	$ N/A	$ N/A	N/A
12/31/11	-	2,324,041	0.00%	2,324,041	7,961,046	29.19%
12/31/12	N/A	N/A	N/A	N/A	N/A	N/A
12/31/13	N/A	N/A	N/A	N/A	N/A	N/A
12/31/14	-	3,862,175	0.00%	3,862,175	6,918,443	55.82%
12/31/15	N/A	N/A	N/A	N/A	N/A	N/A

Employer Contributions

Fiscal Year	Employer Contributions	Annual Required Contributions	Percent Contributed
12/31/10	$ 27,434	$ 50,396	54.44%
12/31/11	27,434	47,090	58.26%
12/31/12	20,073	151,616	13.24%
12/31/13	91,118	160,713	56.70%
12/31/14	103,764	300,758	34.50%
12/31/15	121,409	312,788	38.82%

The Village is required to have an actuarial valuation performed triennially.

VILLAGE OF BROOKFIELD, ILLINOIS

Illinois Municipal Retirement Fund

Required Supplementary Information
Schedule of Employer Contributions
December 31, 2015

Fiscal Year		Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Excess/ (Deficiency)	Covered-Employee Payroll	Contributions as a Percentage of Covered-Employee Payroll
2015	Village	$ 262,285	$ 262,285	$ -	$ 2,602,033	10.08%
	Library	56,796	56,796	-	563,457	10.08%
	Total	319,081	319,081	-	3,165,490	10.08%

Notes to the Required Supplementary Information:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level % Pay (Closed)
Remaining Amortization Period	28 Years
Asset Valuation Method	5-Year Smoothed Market
Inflation	3.00%
Salary Increases	4.40% - 16.00%
Investment Rate of Return	7.50%
Retirement Age	See the Notes to the Financial Statements
Mortality	RP-2000 Combined Healthy Mortality Table

Note: The information presented above is formatted to comply with the requirement of GASB Statement No. 67.

Note: This schedule is intended to show information for ten years and additional year's information will be displayed as it becomes available.

VILLAGE OF BROOKFIELD, ILLINOIS

Police Pension Fund

Required Supplementary Information
Schedule of Employer Contributions
December 31, 2015

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Excess/ (Deficiency)	Covered-Employee Payroll	Contributions as a Percentage of Covered-Employee Payroll
2014	$ 1,233,623	$ 1,247,056	$ 13,433	$ 2,499,877	49.88%
2015	1,541,307	1,413,762	(127,545)	2,611,849	54.13%

Notes to the Required Supplementary Information:

Actuarial Valuation Date	December 31, 2015
Actuarial Cost Method	Entry Age Normal
Amortization Method	Level % Pay (Closed)
Remaining Amortization Period	18 Years
Asset Valuation Method	Market Value
Inflation	2.50%
Salary Increases	5.50%
Investment Rate of Return	7.00%
Retirement Age	50-70
Mortality	RP 2014 Projected to 2016

Note: The information presented above is formatted to comply with the requirement of GASB Statement No. 67.

Note: This schedule is intended to show information for ten years and additional year's information will be displayed as it becomes available.

VILLAGE OF BROOKFIELD, ILLINOIS

Firefighters' Pension Fund

Required Supplementary Information
Schedule of Employer Contributions
December 31, 2015

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Excess/ (Deficiency)	Covered-Employee Payroll	Contributions as a Percentage of Covered-Employee Payroll
2014	$ 769,407	$ 777,356	$ 7,949	$ 2,094,676	37.11%
2015	869,170	864,042	(5,128)	2,086,761	41.41%

Notes to the Required Supplementary Information:

Actuarial Valuation Date	December 31, 2015
Actuarial Cost Method	Entry Age Normal
Amortization Method	Level % Pay (Closed)
Remaining Amortization Period	18 Years
Asset Valuation Method	Market Value
Inflation	2.50%
Salary Increases	5.50%
Investment Rate of Return	7.00%
Retirement Age	50-70
Mortality	RP 2014 Projected to 2016

Note: The information presented above is formatted to comply with the requirement of GASB Statement No. 67.

Note: This schedule is intended to show information for ten years and additional year's information will be displayed as it becomes available.

VILLAGE OF BROOKFIELD, ILLINOIS

Illinois Municipal Retirement Fund

Required Supplementary Information
Schedule of Changes in the Employer's Net Pension Liability
December 31, 2015

	2015		
	Village	Library	Total
Total Pension Liability			
Service Cost	$ 273,032	59,124	332,156
Interest	1,364,697	295,518	1,660,215
Changes in Benefit Terms	-	-	-
Differences Between Expected and Actual Experience	(87,038)	(18,848)	(105,886)
Change of Assumptions	23,094	5,001	28,095
Benefit Payments, Including Refunds of Member Contributions	(997,647)	(216,036)	(1,213,683)
Net Change in Total Pension Liability	576,138	124,759	700,897
Total Pension Liability - Beginning	18,558,264	4,018,700	22,576,964
Total Pension Liability - Ending	19,134,402	4,143,459	23,277,861
Plan Fiduciary Net Position			
Contributions - Employer	$ 262,285	56,796	319,081
Contributions - Members	133,563	28,923	162,486
Net Investment Income	85,830	18,586	104,416
Benefit Payments, Including Refunds of Member Contributions	(997,647)	(216,036)	(1,213,683)
Administrative Expense	(193)	(42)	(235)
Net Change in Plan Fiduciary Net Position	(516,162)	(111,773)	(627,935)
Plan Net Position - Beginning	17,466,941	3,782,379	21,249,320
Plan Net Position - Ending	16,950,779	3,670,606	20,621,385
Employer's Net Pension Liability	$ 2,183,623	472,853	2,656,476
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	88.59%	88.59%	88.59%
Covered-Employee Payroll	$ 2,602,033	563,457	3,165,490
Employer's Net Pension Liability as a Percentage of Covered-Employee Payroll	83.92%	83.92%	83.92%

Note: This schedule is intended to show information for ten years and additional year's information will be displayed as it becomes available.

VILLAGE OF BROOKFIELD, ILLINOIS

Police Pension Fund

Required Supplementary Information
Schedule of Changes in the Employer's Net Pension Liability
December 31, 2015

	2014	2015
Total Pension Liability		
Service Cost	$ 604,069	671,938
Interest	1,972,743	2,208,798
Differences Between Expected and Actual Experience	442,616	(264,745)
Change of Assumptions	2,144,751	2,869,013
Benefit Payments, Including Refunds of Member Contributions	(1,858,808)	(1,725,125)
Net Change in Total Pension Liability	3,305,371	3,759,879
Total Pension Liability - Beginning	29,111,451	32,416,822
Total Pension Liability - Ending	32,416,822	36,176,701
Plan Fiduciary Net Position		
Contributions - Employer	$ 1,247,056	1,413,762
Contributions - Members	254,046	273,003
Net Investment Income	666,722	(136,110)
Benefit Payments, Including Refunds of Member Contributions	(1,858,808)	(1,725,125)
Administrative Expense	(19,047)	(33,457)
Net Change in Plan Fiduciary Net Position	289,969	(207,927)
Plan Net Position - Beginning	14,534,254	14,824,223
Plan Net Position - Ending	14,824,223	14,616,296
Employer's Net Pension Liability	$ 17,592,599	21,560,405
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	45.73%	40.40%
Covered-Employee Payroll	$ 2,499,877	2,611,849
Employer's Net Pension Liability as a Percentage of Covered-Employee Payroll	703.74%	825.48%

Note: This schedule is intended to show information for ten years and additional year's information will be displayed as it becomes available.

VILLAGE OF BROOKFIELD, ILLINOIS

Firefighters' Pension Fund

Required Supplementary Information
Schedule of Changes in the Employer's Net Pension Liability
December 31, 2015

	2014	2015
Total Pension Liability		
Service Cost	$ 551,384	562,252
Interest	1,328,409	1,480,455
Differences Between Expected and Actual Experience	368,693	(444,979)
Change of Assumptions	790,552	1,866,440
Benefit Payments, Including Refunds of Member Contributions	(857,274)	(876,632)
Net Change in Total Pension Liability	2,181,764	2,587,536
Total Pension Liability - Beginning	19,405,915	21,587,679
Total Pension Liability - Ending	21,587,679	24,175,215
Plan Fiduciary Net Position		
Contributions - Employer	$ 777,356	864,043
Contributions - Members	203,195	242,773
Net Investment Income	807,300	212,570
Benefit Payments, Including Refunds of Member Contributions	(857,274)	(876,632)
Administrative Expense	(35,942)	(33,889)
Net Change in Plan Fiduciary Net Position	894,635	408,865
Plan Net Position - Beginning	12,676,317	13,570,952
Plan Net Position - Ending	13,570,952	13,979,817
Employer's Net Pension Liability	$ 8,016,727	10,195,398
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	62.86%	57.83%
Covered-Employee Payroll	$ 2,094,676	2,086,761
Employer's Net Pension Liability as a Percentage of Covered-Employee Payroll	382.72%	488.58%

Note: This schedule is intended to show information for ten years and additional year's information will be displayed as it becomes available.

VILLAGE OF BROOKFIELD, ILLINOIS

Police Pension Fund

Required Supplementary Information
Schedule of Investment Returns
December 31, 2015

Fiscal Year	Annual Money-Weighted Rate of Return, Net of Investment Expense
2014	4.60%
2015	(0.88%)

Note: This schedule is intended to show information for ten years and additional year's information will be displayed as it becomes available.

VILLAGE OF BROOKFIELD, ILLINOIS

Firefighters' Pension Fund

Required Supplementary Information
Schedule of Investment Returns
December 31, 2015

Fiscal Year	Annual Money-Weighted Rate of Return, Net of Investment Expense
2014	7.15%
2015	1.32%

Note: This schedule is intended to show information for ten years and additional year's information will be displayed as it becomes available.

VILLAGE OF BROOKFIELD, ILLINOIS

General Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Revenues			
Taxes	$ 9,397,781	9,397,781	8,481,874
Licenses and Permits	1,247,355	1,247,355	1,201,087
Intergovernmental	4,988,493	4,988,493	4,996,220
Charges for Services	647,290	647,290	729,682
Fines and Forfeitures	430,100	430,100	453,970
Interest Income	2,290	2,290	3,760
Miscellaneous	102,400	102,400	328,242
Total Revenues	16,815,709	16,815,709	16,194,835
Expenditures			
Current			
General Government	4,031,135	4,076,635	3,953,485
Public Safety	10,200,278	10,220,278	10,203,914
Highways and Streets	721,900	721,900	667,126
Culture and Recreation	401,777	401,777	320,365
Capital Outlay	303,000	529,085	537,598
Total Expenditures	15,658,090	15,949,675	15,682,488
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,157,619	866,034	512,347
Other Financing Sources (Uses)			
Disposal of Capital Assets	10,000	10,000	1,700
Transfers In	500,000	500,000	500,000
Transfers Out	(1,645,000)	(1,645,000)	(925,384)
	(1,135,000)	(1,135,000)	(423,684)
Net Change in Fund Balance	22,619	(268,966)	88,663
Fund Balance - Beginning			2,876,439
Fund Balance - Ending			2,965,102

OTHER SUPPLEMENTARY INFORMATION

Other supplementary information includes financial statements and schedules not required by the GASB, nor a part of the basic financial statements, but are presented for purposes of additional analysis.

Such statements and schedules include:

- Budgetary Comparison Schedules – Major Governmental Funds
- Combining Statements – Nonmajor Governmental Funds
- Budgetary Comparison Schedules – Nonmajor Governmental Funds
- Budgetary Comparison Schedules – Enterprise Funds
- Combining Statements – Pension Trust Funds
- Budgetary Comparison Schedules – Pension Trust Funds
- Schedule of Changes in Assets and Liabilities – Agency Fund

COMBINING AND INDIVIDUAL FUND FINANCIAL STATEMENTS AND SCHEDULES

GENERAL FUND

The General Fund is used to account for all financial resources except those required to be accounted for in another fund.

SPECIAL REVENUE FUNDS

The Special Revenue Funds are used to account for the proceeds of specific revenue sources (other than fiduciary funds or capital projects funds) that are legally restricted to expenditure for specified purposes.

Motor Fuel Tax Fund

The Motor Fuel Tax Fund, a nonmajor fund, accounts for state shared motor fuel tax revenues that are legally restricted to maintenance and construction of streets, sidewalks, alleys and traffic signals.

Ogden Avenue TIF Fund

The Ogden Avenue TIF Fund, a nonmajor fund, accounts for the incremental tax revenues and expenditures for approved projects of the Ogden Avenue TIF District.

Hotel/Motel Tax Fund

The Hotel/Motel Tax Fund, a non-major fund, accounts for proceeds from a 5% tax levied upon room occupancies of hotels located in Brookfield. Revenues from this tax are restricted in use to promote tourism in the Village.

Congress Park TIF Fund

The Congress Park TIF Fund, a nonmajor fund, accounts for the incremental tax revenues and expenditures for approved projects of the Congress Park TIF District.

Foreign Fire Insurance Fund

The Foreign Fire Insurance Fund, a nonmajor fund, accounts for the revenues derived from the Foreign Fire Insurance Tax and disbursement of these funds for the benefit, use and maintenance related to the Fire Department.

DEBT SERVICE FUND

The Debt Service Fund, a major fund, accounts for the accumulation of resources for, and the payment of, general long-term debt principal and interest.

COMBINING AND INDIVIDUAL FUND FINANCIAL STATEMENTS AND SCHEDULES

CAPITAL PROJECTS FUND

Capital Projects Funds are created to account for all resources used for the acquisition of capital facilities by a governmental unit except those financed by Proprietary Funds.

Infrastructure Project Fund

The Infrastructure Project Fund, a major fund, is used to account for the purchase and construction of various public capital improvement projects including public infrastructure rehabilitation and replacement. Projects are typically sourced through a combination of long-term debt, special purpose grants and non-recurring transfers.

Equipment Replacement Fund

The Equipment Replacement Fund, a nonmajor fund, is used to account for the accumulation of resources for the programmed replacement of high-cost, long-lived items of equipment.

Parks Project Fund

The Parks Project Fund, a nonmajor fund, is used to account for the purchase of land, property development and construction of park facilities throughout the Village.

ENTERPRISE FUNDS

Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private business enterprises where the intent is that costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or where it has been decided that periodic determination of revenues earned, expenses incurred and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purpose. The Village's enterprise funds are both major funds.

Water and Sewer Fund

The Water and Sewer Fund, a major fund, is used to account for the operations of the Village's water distribution system and its storm and sanitary sewer systems. The Village does not operate its own water pumping or sewage treatment facilities and instead relies upon other governmental bodies to provide these services.

Garbage Fund

The Garbage Fund, a major fund, is used to account for the activities of residential solid waste and yard waste disposal and consumer product recycling.

COMBINING AND INDIVIDUAL FUND FINANCIAL STATEMENTS AND SCHEDULES

TRUST AND AGENCY FUNDS

PENSION TRUST FUNDS

Police Pension Fund

The Police Pension Fund is used to account for the accumulation of resources to be used for retirement annuity payments to employees on the police force at appropriate amounts and times in the future. Resources are contributed by employees at rates fixed by law and by the Village at amounts determined by an annual actuarial study.

Firefighters' Pension Fund

The Firefighters' Pension Fund is used to account for the accumulation of resources to be used for retirement annuity payments to employees on the fire department at appropriate amounts and times in the future. Resources are contributed by employees at rates fixed by law and by the Village at amounts determined by an annual actuarial study.

AGENCY FUNDS

Special Assessments Fund

The Special Assessments Fund is used to account for the collection and payment of special assessments for which the Village acts as the paying agent.

VILLAGE OF BROOKFIELD, ILLINOIS

General Fund

Schedule of Revenues - Budget and Actual
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Taxes			
Property Tax - Corporate Levies	$ 8,517,781	8,517,781	7,748,122
Property Tax - Twp Road and Bridge	35,000	35,000	32,824
Utility Tax - Electric	495,000	495,000	461,040
Utility Tax - Natural Gas	350,000	350,000	239,888
	9,397,781	9,397,781	8,481,874
Licenses and Permits			
License - Contractors and Related Trades	40,000	40,000	37,370
License - Domestic Animals	750	750	558
License - Solicitors	-	-	1,150
License - Video Gaming Machine	1,600	1,600	1,555
License - Other Businesses	31,000	31,000	31,854
License - Alcoholic Liquor Class 1	7,200	7,200	5,450
License - Alcoholic Liquor Class 2	21,000	21,000	21,800
License - Alcoholic Liquor Class 3	8,000	8,000	8,838
License - Alcoholic Liquor Class 4	1,600	1,600	1,050
License - Alcoholic Liquor Class 5	3,800	3,800	1,850
License - Alcoholic Liquor Class 6	2,400	2,400	1,850
License - Alcoholic Liquor Class 7 and 7A	4,000	4,000	4,000
License - Alcoholic Liquor Class 8 and 9	3,600	3,600	1,600
License - Alcoholic Liquor Class B	-	-	3,000
License - Alcoholic Liquor Class S	3,000	3,000	2,490
License - Class 12 BYOB	500	500	550
License - Passenger Car	475,000	475,000	476,828
Permit - Building	250,000	250,000	218,580
Permit - Other Building	400	400	50
Permit - Commuter Parking	55,000	55,000	54,179
Permit - Dumpster	12,000	12,000	14,450
Permit - Garage and Estate Sales	600	600	669
Permit - Picnic	7,000	7,000	5,770
Permit - RB Parking	13,905	13,905	13,905
Franchise Fee - Cable TV	305,000	305,000	291,691
	1,247,355	1,247,355	1,201,087

VILLAGE OF BROOKFIELD, ILLINOIS

General Fund

Schedule of Revenues - Budget and Actual - Continued
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Intergovernmental			
Income Tax	$ 1,973,000	1,973,000	2,044,507
Local Use Tax	345,000	345,000	422,107
Sales Tax	1,467,000	1,467,000	1,322,265
Personal Property Replacement Tax	70,000	70,000	75,655
Telecommunications Tax	500,000	500,000	496,535
Water Utility Tax	253,793	253,793	236,926
E-911 Local Telephone Surcharge	210,000	210,000	195,028
Other State Shared Taxes	2,500	2,500	-
Video Gaming Tax	150,000	150,000	156,792
Amusement Tax	2,200	2,200	-
Federal Grants	-	-	17,374
State Grants	-	-	9,031
Township Grants	15,000	15,000	20,000
	4,988,493	4,988,493	4,996,220
Charges for Services			
Ambulance and EMS Fee	400,000	400,000	473,831
Animal Impound Fee	25	25	-
Building/Zoning Code Book Sales	65	65	-
Daily Parking Fees	24,000	24,000	30,577
Filing and Variation Fees	1,500	1,500	3,475
Inspection Fee	80,000	80,000	76,423
Police / Fire Program Registration Fee	1,000	1,000	3,495
Police / Fire Report Fee	1,250	1,250	1,382
Police Special Detail Fee	1,200	1,200	445
Program Fees - Tots Prep 3's Rec House	6,000	6,000	6,790
Program Fees - Tots Prep 3's Water Twr	6,500	6,500	5,280
Program Fees - Tots Prep 4's Rec House	12,000	12,000	12,782
Program Fees - Tots Prep 4's Water Twr	9,500	9,500	12,540
Program Fees - Youth Art	2,000	2,000	2,412
Program Fees - Tower Tots 3's and 4's	1,300	1,300	990
Program Fees - Tower Tots 5's and 6's	1,300	1,300	1,914
Program Fees - Kamp Kiwanis 7-9's	30,000	30,000	34,839
Program Fees - Men's Basketball	1,500	1,500	1,819
Program Fees - Volleyball	2,500	2,500	2,520

VILLAGE OF BROOKFIELD, ILLINOIS

General Fund

Schedule of Revenues - Budget and Actual - Continued
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Charges for Services - Continued			
Program Fees - La Grange Park	$ 15,000	15,000	12,922
Program Fees - North Riverside	1,500	1,500	-
Program Fees - Contract	25,200	25,200	22,212
Event Sponsorship Sales	7,000	7,000	14,650
Program Fees - Other Recreation	16,950	16,950	8,384
	647,290	647,290	729,682
Fines and Forfeitures			
NSF Check Charge	100	100	305
Circuit Court Fines	45,000	45,000	39,040
Parking Ticket Fines	270,000	270,000	301,966
Police Forfeiture Income	15,000	15,000	20,701
Administrative Tow Fees	75,000	75,000	50,835
Building Code Violation Fines	25,000	25,000	41,123
	430,100	430,100	453,970
Interest			
Investment Income	2,290	2,290	3,760
Miscellaneous			
Antenna Site Lease	39,400	39,400	41,159
Expense Reimbursement	10,000	10,000	34,817
Insurance Reimbursement	-	-	82,332
State Reimbursement	40,000	40,000	9,842
Workers Compensation Reimbursement	-	-	74,694
Gas Tax Reimbursement	3,000	3,000	3,354
Donations	-	-	3,925
Other	10,000	10,000	78,119
	102,400	102,400	328,242
Total Revenues	16,815,709	16,815,709	16,194,835

VILLAGE OF BROOKFIELD, ILLINOIS

General Fund

Schedule of Expenditures - Budget and Actual
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
General Government			
President and Village Board	$ 70,658	70,658	66,601
Conservation Commission	900	900	1,100
Fire and Police Commission	8,650	8,650	12,353
Plan Commission	2,400	2,400	-
Recreation Board	650	650	-
Special Events Committee	6,410	6,410	4,164
Zoning Board of Appeals	250	250	-
Village Manager/General Admin. Services	772,189	772,189	688,993
Legal Services	230,000	270,000	267,471
Finance Department	694,069	699,569	676,244
Information Services Department	366,000	366,000	473,472
Public Works Administrative	1,521,709	1,521,709	1,491,681
Building Maintenance	59,000	59,000	53,156
Commuter Rail Station Maintenance	7,200	7,200	2,723
Vehicle Maintenance	291,050	291,050	215,527
	4,031,135	4,076,635	3,953,485
Public Safety			
Building and Code Enforcement	549,788	569,788	568,662
Police Forfeiture Program	5,000	5,000	430
E-911 Program	203,952	203,952	209,469
Police Department	5,546,106	5,546,106	5,561,213
Fire Department	3,895,432	3,895,432	3,864,140
	10,200,278	10,220,278	10,203,914
Highways and Streets			
Forestry	296,200	296,200	239,201
Street Maintenance	425,700	425,700	427,925
	721,900	721,900	667,126

VILLAGE OF BROOKFIELD, ILLINOIS

General Fund

Schedule of Expenditures - Budget and Actual - Continued
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Culture and Recreation			
Park Maintenance	$ 20,700	20,700	10,249
Parks and Recreation - Administrative	301,677	301,677	241,204
Youth Recreation Programs	1,700	1,700	1,598
Summer Camp Program	9,200	9,200	10,307
Adult/Teen Sports and Fitness Program	-	-	49
Co-Operative Recreation Programs	20,000	20,000	11,715
Contract Recreation Programs	28,000	28,000	21,367
Community Events	9,600	9,600	14,531
Fourth of July Event	10,900	10,900	9,345
	401,777	401,777	320,365
Capital Outlay	303,000	529,085	537,598
Total Expenditures	15,658,090	15,949,675	15,682,488

VILLAGE OF BROOKFIELD, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
General Government			
President and Village Board			
Personal Services			
Salary - Elected and Appointed Officials	$ 44,480	44,480	43,200
Employer FICA/Medicare	3,401	3,401	3,305
Employer IMRF	877	877	877
Contractual Services			
Advertising and Legal Publications	200	200	84
Intergovernmental Fees and Dues	15,000	15,000	15,498
Printing and Copying Services	3,000	3,000	2,225
Professional Associations	1,000	1,000	-
Commodities			
Postage	400	400	-
Stationery	100	100	-
Other Materials and Supplies	500	500	47
Travel			
Conference and Meeting Registration	1,200	1,200	1,325
Meals	500	500	-
Contingency			
Contingencies	-	-	40
	70,658	70,658	66,601
Conservation Commission			
Contractual Services			
Advertising and Legal Publishing	-	-	340
Purchased Program Services	400	400	450
Commodities			
Landscaping and Planting Supplies	-	-	125
Program Supplies	500	500	185
	900	900	1,100
Fire and Police Commission			
Contractual Services			
Other Professional Services	6,500	6,500	10,417
Advertising and Legal Publishing	600	600	-
Professional Associations	900	900	375

VILLAGE OF BROOKFIELD, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
General Government - Continued			
Fire and Police Commission - Continued			
Commodities			
Concessions and Food	$ 250	250	1,561
Other Materials and Supplies	400	400	-
	8,650	8,650	12,353
Plan Commission			
Contractual Services			
Legal - Review	1,000	1,000	-
Other Professional Services	750	750	-
Advertising and Legal Publishing	250	250	-
Training	200	200	-
Commodities			
Books and Publications	200	200	-
	2,400	2,400	-
Recreation Board			
Commodities			
Program Supplies	100	100	-
Miscellaneous Supplies	100	100	-
Travel			
Conference and Meeting Registration	450	450	-
	650	650	-
Beautification Commission			
Contractual Services			
Advertising and Legal Publishing	400	400	-
Forestry and Landscaping Services	500	500	-
Printing and Copying Services	350	350	70
Commodities			
Concessions and Food	300	300	162
Landscaping and Planting Supplies	1,000	1,000	-
Office Supplies	60	60	-
Program Supplies	3,800	3,800	3,932
	6,410	6,410	4,164

VILLAGE OF BROOKFIELD, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
General Government - Continued			
Zoning Board of Appeals			
Contractual Services			
Advertising and Legal Publishing	$ 250	250	-
Village Manager/General Administrative Services			
Personal Services			
Wages - Full Time Salaried	302,772	302,772	241,518
Wages - Full Time Hourly	6,000	6,000	(931)
Employer FICA/Medicare	20,365	20,365	16,500
Employer IMRF	50,969	50,969	30,510
Insurance - Group Life and AD&D	1,700	1,700	505
Insurance - Group Medical	54,599	54,599	18,307
Insurance - Group Dental	3,500	3,500	3,375
Insurance - Unemployment Comp	1,600	1,600	578
Tuition Reimbursement	12,000	12,000	-
Contractual Services			
Medical	2,000	2,000	2,424
Other Professional Services	5,000	5,000	15,696
R & M - Police Equipment	-	-	(181)
R & M - Office Equipment	13,000	13,000	14,435
Advertising and Legal Publishing	2,000	2,000	546
Intergovernmental Fees and Dues	15,000	15,000	16,138
Ordinance Codification	5,000	5,000	9,569
Printing and Copying Services	4,000	4,000	9,267
Professional Associations	3,500	3,500	3,072
Purchased Program Services	2,000	2,000	18,658
Training	500	500	815
Other Contractual	-	-	1,338

VILLAGE OF BROOKFIELD, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
General Government - Continued			
Village Manager/General Administrative Services - Continued			
Commodities			
Books and Publications	$ -	-	213
Concessions and Food	500	500	4,161
Copier Supplies	-	-	2,793
Office Supplies	8,500	8,500	8,038
Postage	12,600	12,600	20,840
Program Supplies	700	700	2,357
Stationery	800	800	2,201
Other Materials and Supplies	-	-	96
Travel			
Conference and Meeting Registration	2,000	2,000	585
Local Mileage, Parking and Tolls	-	-	19
Lodging	1,200	1,200	520
Meals	3,000	3,000	-
Contingency			
Contingencies	237,384	237,384	245,031
	772,189	772,189	688,993
Legal Services			
Contractual Services			
Legal - Prosecution and Adjudication	40,000	40,000	36,046
Legal - Litigation	40,000	40,000	41,312
Legal - Review	150,000	190,000	190,113
	230,000	270,000	267,471
Finance Department			
Personal Services			
Wages - Full Time Salaried	112,000	112,000	122,532
Wages - Full Time Hourly	18,540	18,540	14,118
Wages - Part Time Hourly	2,000	2,000	-
Wages - Seasonal Hourly	-	-	5,306
Wages - Overtime 1.5X	1,000	1,000	1,730

VILLAGE OF BROOKFIELD, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
General Government - Continued			
Finance Department - Continued			
Personal Services - Continued			
Employer FICA/Medicare	$ 11,089	11,089	10,380
Employer IMRF	28,626	28,626	24,657
Insurance - Group Life and AD&D	90	90	148
Insurance - Group Medical	23,764	23,764	16,337
Insurance - Group Dental	1,560	1,560	1,921
Insurance - Unemployment Comp	-	-	272
Other Benefits	-	-	(432)
Contractual Services			
Audit	29,250	29,250	29,250
Consulting	10,000	15,500	12,845
Engineering	-	-	1,479
Medical	-	-	137
Other Professional Services	-	-	1,125
Advertising and Legal Publishing	1,500	1,500	1,338
Bank Charges	40,000	40,000	40,401
Liability Insurance	405,000	405,000	385,440
Printing and Copying Services	200	200	253
Professional Associations	1,500	1,500	1,050
Purchased Program Services	200	200	30
Training	300	300	318
Other Contractual	500	500	435
Commodities			
Books and Publications	100	100	69
Office Supplies	2,000	2,000	2,959
Postage	100	100	84
Program Supplies	-	-	4
Other Materials and Supplies	100	100	231
Travel			
Conference and Meeting Registration	3,000	3,000	855
Local Mileage, Parking and Tolls	150	150	218
Lodging	900	900	524
Meals	50	50	33
Purchased Transportation	550	550	197
	694,069	699,569	676,244

VILLAGE OF BROOKFIELD, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
General Government - Continued			
Information Services Department			
Contractual Services			
Consulting	$ -	-	34,194
Data Processing	65,000	65,000	14,919
Other Professional Services	-	-	27,857
ISP's and Data Services	30,000	30,000	15,730
Purchased Program Services	20,000	20,000	41,439
Telephone - Local, LD, Wireless, Pager	250,000	250,000	339,333
Training	500	500	-
Commodities			
Computer Supplies	500	500	-
	366,000	366,000	473,472
Public Works Administrative			
Personal Services			
Wages - Full Time Salaried	97,368	97,368	94,044
Wages - Full Time Hourly	849,709	849,709	828,141
Wages - Seasonal Hourly	19,980	19,980	18,506
Wages - Overtime 1.5X	82,515	82,515	94,099
Employer FICA/Medicare	81,870	81,870	81,270
Employer IMRF	148,431	148,431	137,605
Insurance - Group Life and AD&D	1,573	1,573	1,373
Insurance - Group Medical	176,824	176,824	163,238
Insurance - Group Dental	12,269	12,269	12,277
Insurance - Unemployment Comp	5,000	5,000	2,086
Contractual Services			
Engineering	-	-	255
Medical	1,500	1,500	969
Other Professional Services	300	300	92
R & M - Communications Equipment	500	500	100
R & M - Office Equipment	4,000	4,000	3,325
R & M - Other Equipment	-	-	380
Advertising and Legal Publishing	500	500	854
Contract Labor	-	-	775
Janitorial	14,000	14,000	13,946
Laundry Services	8,100	8,100	10,849

VILLAGE OF BROOKFIELD, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
General Government - Continued			
Public Works Administrative - Continued			
Contractual Services - Continued			
Printing and Copying Services	$ 500	500	916
Professional Associations	500	500	529
Training	600	600	1,637
Utilities Location Services	350	350	-
Other Contractual	2,000	2,000	-
Commodities			
Computer Supplies	300	300	-
Copier Supplies	300	300	-
Office Supplies	400	400	1,083
Postage	100	100	122
Program Supplies	8,200	8,200	15,061
Protective Clothing and Equipment	3,000	3,000	7,572
Service and Repair Parts	-	-	134
Travel			
Conference and Meeting Registration	700	700	-
Local Mileage, Parking and Tolls	70	70	155
Meals	250	250	288
	1,521,709	1,521,709	1,491,681
Building Maintenance			
Contractual Services			
Other Professional Services	-	-	3,338
R & M - Buildings	50,000	50,000	46,367
R & M - Other Equipment	1,000	1,000	49
Forestry and Landscaping Services	1,000	1,000	-
Commodities			
Program Supplies	1,000	1,000	-
Utilities - Village Buildings	6,000	6,000	3,402
	59,000	59,000	53,156

VILLAGE OF BROOKFIELD, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
General Government - Continued			
Commuter Rail Station Maintenance			
Contractual Services			
R & M - Buildings	$ 5,000	5,000	-
Other Contractual	2,200	2,200	2,723
	7,200	7,200	2,723
Vehicle Maintenance			
Contractual Services			
R & M - Communications Equipment	500	500	-
R & M - Public Works Equipment	7,000	7,000	1,111
R & M - Vehicles	3,000	3,000	1,703
R & M - Other Equipment	2,000	2,000	4,185
Contract Labor	20,000	20,000	41,881
Purchased Program Services	3,700	3,700	4,416
Training	800	800	1,820
Books and Publications	200	200	-
Fuel	150,000	150,000	67,718
Lubricants and Fluids	5,000	5,000	5,251
Program Supplies	3,000	3,000	2,224
Protective Clothing and Equipment	3,000	3,000	639
Service and Repair Parts	90,000	90,000	81,113
Small Tools	2,500	2,500	3,466
Uniforms	300	300	-
Travel			
Local Mileage, Parking and Tolls	50	50	-
	291,050	291,050	215,527
Total General Government	4,031,135	4,076,635	3,953,485

VILLAGE OF BROOKFIELD, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Public Safety			
Community and Economic Development			
Personal Services			
Wages - Full Time Salaried	$ 185,530	185,530	114,247
Wages - Full Time Hourly	161,198	161,198	138,109
Wages - Part Time Hourly	35,000	35,000	38,614
Wages - Seasonal Hourly	-	-	9,518
Wages - Overtime 1.5X	10,000	10,000	14,837
Employer FICA/Medicare	30,541	30,541	23,570
Employer IMRF	36,714	36,714	27,113
Insurance - Group Life and AD&D	780	780	541
Insurance - Group Medical	21,468	21,468	30,473
Insurance - Group Dental	2,107	2,107	1,650
Insurance - Unemployment Comp	2,000	2,000	937
Contractual Services			
Engineering	-	-	5,789
Medical	200	200	87
Other Professional Services	35,000	35,000	124,183
Advertising and Legal Publication	800	800	1,442
Printing and Copying Services	500	500	2,896
Professional Associations	2,000	2,000	2,058
Purchased Program Services	20,000	40,000	15,182
Training	1,500	1,500	605
Other Contractual	-	-	10,760
Commodities			
Books and Publications	200	200	51
Office Supplies	1,000	1,000	1,542
Postage	-	-	55
Program Supplies	-	-	190
Stationery	-	-	236
Training Supplies	-	-	368
Travel			
Conference and Meeting Registration	2,000	2,000	2,425
Local Mileage, Parking and Tolls	-	-	173
Lodging	500	500	367
Meals	250	250	436
Purchased Transportation	500	500	208
	549,788	569,788	568,662

VILLAGE OF BROOKFIELD, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Public Safety - Continued			
Police Forfeiture Program			
Contractual Services			
Purchased Program Services	$ 5,000	5,000	430
E-911 Program			
Personal Services			
Wages - Full Time Hourly	138,982	138,982	152,385
Employer FICA/Medicare	11,413	11,413	11,209
Employer IMRF	17,202	17,202	21,865
Insurance - Group Life and AD&D	182	182	163
Insurance - Group Medical	33,293	33,293	22,432
Insurance - Group Dental	1,880	1,880	1,159
Insurance - Unemployment Comp	1,000	1,000	256
	203,952	203,952	209,469
Police Department			
Personal Services			
Wages - Full Time Salaried	444,799	444,799	459,040
Wages - Full Time Hourly	2,434,939	2,434,939	2,471,878
Wages - Part Time Hourly	165,000	165,000	175,900
Wages - Overtime 1.5X	283,000	283,000	238,359
Tuition Reimbursement	50,000	50,000	12,394
Pension - Regular	1,257,036	1,257,036	1,413,761
Other Compensation	13,000	13,000	3,806
Employer FICA/Medicare	68,752	68,752	69,787
Employer Police/Fire Pension	19,577	19,577	10,401
Insurance - Group Life and AD&D	2,600	2,600	2,110
Insurance - Group Medical	542,875	542,875	507,009
Insurance - Group Dental	47,678	47,678	33,058
Insurance - Supplemental Vision	3,100	3,100	2,504

VILLAGE OF BROOKFIELD, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Public Safety - Continued			
Police Department - Continued			
Personal Services - Continued			
Insurance - Unemployment Comp	$ 15,000	15,000	4,299
Contractual Services			
Medical	2,000	2,000	1,662
Other Professional Services	4,000	4,000	4,172
R & M - Communications Equipment	35,000	35,000	41,882
R & M - Data Processing Equipment	16,750	16,750	-
R & M - Police Equipment	5,000	5,000	1,632
R & M - Office Equipment	10,000	10,000	7,576
R & M - Vehicles	20,000	20,000	10,956
R & M - Other Equipment	1,000	1,000	-
Intergovernmental Fees and Dues	20,000	20,000	8,752
Laundry Services	750	750	646
Printing and Copying Services	5,000	5,000	3,431
Professional Associations	1,000	1,000	1,226
Purchased Program Services	25,000	25,000	36,626
Training	10,000	10,000	6,669
Commodities			
Ammunition and Range Supplies	7,000	7,000	3,354
Awards	500	500	-
Books and Publications	1,500	1,500	1,496
Concessions and Food	1,500	1,500	1,045
Fuel	800	800	465
Office Supplies	3,500	3,500	2,801
Police Supplies	2,500	2,500	3,694
Postage	100	100	-
Program Supplies	500	500	3,046
Training Supplies	-	-	160
Uniforms	18,000	18,000	11,432
Other Materials and Supplies	200	200	89

VILLAGE OF BROOKFIELD, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Public Safety - Continued			
Police Department - Continued			
Travel			
Conference and Meeting Registration	$ 1,700	1,700	1,595
Local Mileage, Parking and Tolls	250	250	281
Lodging	2,500	2,500	2,234
Meals	1,200	1,200	805
Purchased Transportation	1,500	1,500	1,480
Contingency			
Contingencies	-	-	(2,300)
	5,546,106	5,546,106	5,561,213
Fire Department			
Personal Services			
Wages - Full Time Salaried	112,134	112,134	110,303
Wages - Full Time Hourly	2,085,915	2,085,915	2,064,298
Wages - Overtime 1.5X	275,000	275,000	266,604
Tuition Reimbursement	20,000	20,000	5,112
Pension - Regular	804,376	804,376	864,042
Employer FICA/Medicare	37,652	37,652	34,705
Insurance - Group Life and AD&D	1,935	1,935	1,727
Personal Services - Continued			
Insurance - Group Medical	362,130	362,130	379,662
Insurance - Group Dental	29,240	29,240	22,738
Insurance - Unemployment Comp	8,000	8,000	2,207
Other Benefits	23,750	23,750	14,282
Contractual Services			
Medical	10,000	10,000	2,610
R & M - Buildings	15,000	15,000	6,061
R & M - Communications Equipment	5,000	5,000	4,318
R & M - Fire and EMS Equipment	8,000	8,000	7,905
R & M - Office Equipment	5,500	5,500	5,037
R & M - Vehicles	500	500	219
R & M - Other Equipment	5,000	5,000	4,309

VILLAGE OF BROOKFIELD, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Public Safety - Continued			
Fire Department - Continued			
Contractual Services - Continued			
Billing and Collection Service	$ 9,000	9,000	9,721
Intergovernmental Fees and Dues	10,000	10,000	8,269
Janitorial	5,000	5,000	5,294
Printing and Copying Services	200	200	-
Professional Associations	500	500	655
Purchased Program Services	10,000	10,000	-
Training	500	500	272
Commodities			
Books and Publications	500	500	51
Computer Supplies	1,000	1,000	795
Concessions and Food	1,000	1,000	61
Copier Supplies	200	200	-
EMS Supplies	12,000	12,000	12,232
Firefighting Supplies	3,000	3,000	4,049
Office Supplies	1,000	1,000	1,142
Postage	100	100	40
Program Supplies	5,000	5,000	4,662
Service and Repair Parts	500	500	75
Small Tools	500	500	337
Training Supplies	1,000	1,000	20
Uniforms	20,000	20,000	19,525
Other Materials and Supplies	300	300	-
Travel			
Conference and Meeting Registration	1,500	1,500	140
Local Mileage, Parking and Tolls	500	500	69
Lodging	2,000	2,000	501
Meals	1,000	1,000	82
Purchased Transportation	-	-	9
	3,895,432	3,895,432	3,864,140
Total Public Safety	10,200,278	10,220,278	10,203,914

VILLAGE OF BROOKFIELD, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Highways and Streets			
Forestry			
Contractual Services			
Forestry and Landscaping Services	$ 230,000	230,000	117,075
Laundry Services	-	-	237
Purchased Program Services	6,000	6,000	3,492
Training	700	700	1,361
Commodities			
Landscaping Supplies	55,000	55,000	112,544
Program Supplies	3,000	3,000	1,587
Protective Clothing and Equipment	200	200	529
Service and Repair Parts	300	300	778
Small Tools	1,000	1,000	1,598
	296,200	296,200	239,201
Street Maintenance			
Contractual Services			
R & M - Streets mad Alleys	6,000	6,000	5,619
R & M - Other Equipment	500	500	-
Equipment Rental	500	500	-
Purchased Program Services	20,000	20,000	19,435
Street Light and Traffic Signals	60,000	60,000	68,709
Training	1,200	1,200	-
Commodities			
Landscaping Supplies	7,250	7,250	-
Postage	7,200	7,200	-
Program Supplies	500	500	416
Service and Repair Parts	-	-	245
Small Tools	500	500	465
Street Materials - Aggregate	9,000	9,000	11,146
Street Materials - Bituminum	12,000	12,000	10,278

VILLAGE OF BROOKFIELD, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Highways and Streets - Continued			
Street Maintenance -Continued			
Commodities - Continued			
Street Materials - Salt and Sand	$ 115,000	115,000	95,132
Street Materials - Signs and Barricades	15,000	15,000	25,908
Street Materials - Other	1,000	1,000	139
Utilities - Public Way	170,000	170,000	190,433
Travel			
Local Mileage, Parking and Tolls	50	50	-
	425,700	425,700	427,925
Total Highways and Streets	721,900	721,900	667,126
Culture and Recreation			
Parks Maintenance			
Contractual Services			
R & M - Buildings	2,500	2,500	257
R & M - Recreation Equipment	4,500	4,500	1,716
Equipment Rental	2,000	2,000	-
Forestry and Landscaping Services	-	-	3,000
Janitorial	7,000	7,000	3,677
Purchased Program Services	1,000	1,000	-
Commodities			
Program Supplies	3,000	3,000	1,405
Service and Repair Parts	300	300	194
Small Tools	400	400	-
	20,700	20,700	10,249
Parks and Recreation - Administrative			
Personal Services			
Wages - Full Time Hourly	65,977	65,977	68,886
Wages - Seasonal Hourly	92,060	92,060	60,675
Employer FICA/Medicare	12,090	12,090	9,577
Employer IMRF	12,724	12,724	9,156
Insurance - Group Life and AD&D	70	70	68
Insurance - Group Medical	14,646	14,646	13,831
Insurance - Group Dental	1,110	1,110	881
Insurance - Unemployment Comp	1,500	1,500	514

VILLAGE OF BROOKFIELD, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Culture and Recreation - Continued			
Parks and Recreation - Administrative - Continued			
Contractual Services			
Medical	$ 500	500	622
Other Professional Services	300	300	186
R & M - Office Equipment	7,500	7,500	4,892
R & M - Recreation Equipment	500	500	500
Advertising and Legal Publishing	500	500	251
Printing and Copying Services	-	-	2,718
Professional Associations	1,200	1,200	-
Purchased Program Services	75,000	75,000	67,225
Other Contractual	10,000	10,000	-
Commodities			
Office Supplies	300	300	149
Postage	4,500	4,500	-
Program Supplies	300	300	104
Uniforms	300	300	-
Travel			
Conference and Meeting Registration	500	500	950
Local Mileage, Parking and Tolls	50	50	19
Meals	50	50	-
	301,677	301,677	241,204
Youth Recreation Programs			
Commodities			
Program Supplies	1,700	1,700	1,598

VILLAGE OF BROOKFIELD, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Culture and Recreation - Continued			
Summer Camp Program			
Contractual Services			
Purchased Program Services	$ 7,500	7,500	8,726
Commodities			
Program Supplies	1,700	1,700	1,581
	9,200	9,200	10,307
Adult/Teen Sports and Fitness Program			
Commodities			
Program Supplies	-	-	49
Co-Operative Recreation Programs			
Contractual Services			
Purchased Program Services	20,000	20,000	11,715
Contract Recreation Programs			
Contractual Services			
Contract Labor	23,000	23,000	21,367
Facility Rental	5,000	5,000	-
	28,000	28,000	21,367
Community Events			
Contractual Services			
Advertising and Legal Publishing	300	300	1,661
Equipment Rental	1,200	1,200	2,720
Facility Rental	300	300	-
Purchased Program Services	7,000	7,000	8,626
Commodities			
Concessions and Food	-	-	9
Program Supplies	800	800	1,515
	9,600	9,600	14,531

VILLAGE OF BROOKFIELD, ILLINOIS

General Fund

Schedule of Detailed Expenditures - Budget and Actual - Continued
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Culture and Recreation - Continued			
Fourth of July Event			
Contractual Services			
Equipment Rental	$ 2,500	2,500	-
Purchased Program Services	8,000	8,000	8,995
Commodities			
Awards	400	400	317
Concessions and Food	-	-	33
	10,900	10,900	9,345
Total Culture and Recreation	401,777	401,777	320,365
Capital Outlay			
Information Services Department			
Equipment - Data Processing	50,000	50,000	33,655
Equipment - Other	-	-	6,300
Building Maintenance			
Bldg Acquisition/Construction/Improvements	100,000	280,335	280,335
Vehicle Maintenance			
Equipment - Other	-	-	16,775
Police Forfeiture Program			
Equipment - Public Safety	10,000	55,750	55,750
Police Department			
Bldg Acquisition/Construction/Improvements	10,000	10,000	12,612
Equipment - Public Safety	8,000	8,000	6,894
Equipment - Vehicles	60,000	60,000	65,870
Fire Department			
Equipment - Public Safety	60,000	60,000	58,321
Street Maintenance			
Street System Improvements	-	-	1,086
Parks and Recreation - Administrative			
Equipment - Other	5,000	5,000	-
Total Capital Outlay	303,000	529,085	537,598
Total Expenditures	15,658,090	15,949,675	15,682,488

VILLAGE OF BROOKFIELD, ILLINOIS

Debt Service Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Revenues			
Taxes			
Property Taxes	$ 59,769	59,769	62,771
Interest Income	500	500	658
Total Revenues	60,269	60,269	63,429
Expenditures			
Debt Service			
Principal Retirement	956,785	956,785	956,785
Interest	261,038	261,038	204,663
Fiscal Charges	2,500	2,500	1,945
Total Expenditures	1,220,323	1,220,323	1,163,393
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,160,054)	(1,160,054)	(1,099,964)
Other Financing Sources			
Debt Issuance	-	-	3,145,000
Premium on Debt Issuance	-	-	22,682
Payment to Escrow Agent	-	-	(3,219,553)
Transfers In	1,158,054	1,158,054	1,149,702
	1,158,054	1,158,054	1,097,831
Net Change in Fund Balance	(2,000)	(2,000)	(2,133)
Fund Balance - Beginning			52,475
Fund Balance - Ending			50,342

VILLAGE OF BROOKFIELD, ILLINOIS

Debt Service Fund

Schedule of Expenditures - Budget and Actual
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Debt Service			
Principal Retirement			
Series 1998 G.O. Bonds	$ 25,000	25,000	25,000
Series 2000A G.O. Bonds	23,234	23,234	23,234
Series 2006B G.O. Bonds	200,000	200,000	200,000
Series 2013 G.O. Refunding Bonds	485,000	485,000	485,000
2008 AWD Motor Grader	17,727	17,727	17,727
2013 Ambulance Installment Contract	75,111	75,111	75,111
Computer and Sweeper Installment Contract	130,713	130,713	130,713
	956,785	956,785	956,785
Interest			
Series 1998 G.O. Bonds	3,750	3,750	3,750
Series 2000A G.O. Bonds	7,785	7,785	7,785
Series 2006B G.O. Bonds	136,904	136,904	72,353
Series 2013 G.O. Refunding Bonds	98,583	98,583	98,583
Series 2015B G.O. Refunding Bonds	-	-	8,004
2008 AWD Motor Grader	1,609	1,609	1,609
2013 Ambulance Installment Contract	3,098	3,098	3,132
Computer and Sweeper Installment Contract	9,309	9,309	9,447
	261,038	261,038	204,663
Fiscal Charges	2,500	2,500	1,945
Total Expenditures	1,220,323	1,220,323	1,163,393

VILLAGE OF BROOKFIELD, ILLINOIS

Infrastructure Project - Capital Projects Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Revenues			
Intergovernmental			
State Grants	$ 156,000	156,000	-
Miscellaneous			
Reimbursements	-	-	14,057
Total Revenues	156,000	156,000	14,057
Expenditures			
Highways and Streets			
Contractual Services			
Engineering and Architectural	120,000	250,000	302,723
Other Professional Services	-	-	3,427
Capital Outlay			
Street System Construction/Improvements	1,056,000	1,056,000	1,230,159
Total Expenditures	1,176,000	1,306,000	1,536,309
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,020,000)	(1,150,000)	(1,522,252)
Other Financing Sources			
Transfers In	800,000	800,000	370,384
Net Change in Fund Balance	(220,000)	(350,000)	(1,151,868)
Fund Balance - Beginning			(53,905)
Fund Balance - Ending			(1,205,773)

VILLAGE OF BROOKFIELD, ILLINOIS

Nonmajor Governmental Funds

Combining Balance Sheet
December 31, 2015

See Following Page

VILLAGE OF BROOKFIELD, ILLINOIS

Nonmajor Governmental Funds

Combining Balance Sheet
December 31, 2015

	Special Revenue		
	Motor Fuel Tax	Hotel/Motel Tax	Ogden Ave TIF
ASSETS			
Cash and Investments	$ 656,638	65,369	65,820
Due from Other Governments	42,831	-	-
Prepaids/Inventories	-	-	46,188
Total Assets	699,469	65,369	112,008
LIABILITIES			
Accounts Payable	-	-	87
Due to Other Funds	-	-	-
Total Liabilities	-	-	87
FUND BALANCES			
Nonspendable	-	-	46,188
Restricted	699,469	65,369	65,733
Assigned	-	-	-
Unassigned	-	-	-
Total Fund Balances	699,469	65,369	111,921
Total Liabilities and Fund Balances	699,469	65,369	112,008

		Capital Projects		
Congress Park TIF	Foreign Fire Insurance	Equipment Replacement	Parks Project	Totals
-	26,605	77,135	-	891,567
-	-	-	257,000	299,831
285,000	-	-	-	331,188
285,000	26,605	77,135	257,000	1,522,586
87	-	-	1,220	1,394
1,709	-	-	249,865	251,574
1,796	-	-	251,085	252,968
285,000	-	-	-	331,188
-	26,605	-	-	857,176
-	-	77,135	5,915	83,050
(1,796)	-	-	-	(1,796)
283,204	26,605	77,135	5,915	1,269,618
285,000	26,605	77,135	257,000	1,522,586

VILLAGE OF BROOKFIELD, ILLINOIS

Nonmajor Governmental Funds

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
For the Fiscal Year Ended December 31, 2015

	Special Revenue		
	Motor Fuel Tax	Hotel/Motel Tax	Ogden Ave TIF
Revenues			
Taxes	$ -	13,318	-
Intergovernmental	463,962	-	-
Miscellaneous	-	-	-
Total Revenues	463,962	13,318	-
Expenditures			
General Government	-	-	-
Public Safety	-	-	-
Highways and Streets	276	-	10,931
Capital Outlay	-	-	-
Total Expenditures	276	-	10,931
Excess (Deficiency) of Revenues Over (Under) Expenditures	463,686	13,318	(10,931)
Other Financing Sources (Uses)			
Transfers In	-	-	-
Transfers Out	(500,000)	-	-
	(500,000)	-	-
Net Change in Fund Balances	(36,314)	13,318	(10,931)
Fund Balances - Beginning	735,783	52,051	122,852
Fund Balances - Ending	699,469	65,369	111,921

		Capital Projects		
Congress Park TIF	Foreign Fire Insurance	Equipment Replacement	Parks Project	Totals
-	20,133	-	-	33,451
-	-	-	-	463,962
5,765	-	-	-	5,765
5,765	20,133	-	-	503,178
	-	-	23,467	23,467
-	13,219	-	-	13,219
443	-	-	-	11,650
-	-	-	6,477	6,477
443	13,219	-	29,944	54,813
5,322	6,914	-	(29,944)	448,365
-	-	-	30,000	30,000
-	-	-	-	(500,000)
-	-	-	30,000	(470,000)
5,322	6,914	-	56	(21,635)
277,882	19,691	77,135	5,859	1,291,253
283,204	26,605	77,135	5,915	1,269,618

VILLAGE OF BROOKFIELD, ILLINOIS

Motor Fuel Tax - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Revenues			
Intergovernmental			
Motor Fuel Allotment	$ 460,000	460,000	463,962
Expenditures			
Highways and Streets			
Contractual Services			
Other Contractual	7,000	7,000	276
Excess (Deficiency) of Revenues Over (Under) Expenditures	453,000	453,000	463,686
Other Financing (Uses)			
Transfers Out	(500,000)	(500,000)	(500,000)
Net Change in Fund Balance	(47,000)	(47,000)	(36,314)
Fund Balance - Beginning			735,783
Fund Balance - Ending			699,469

VILLAGE OF BROOKFIELD, ILLINOIS

Hotel/Motel Tax - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Revenues			
Taxes			
Hotel/Motel Tax	$ 12,000	12,000	13,318
Expenditures			
Highways and Streets	-	-	-
Net Change in Fund Balance	12,000	12,000	13,318
Fund Balance - Beginning			52,051
Fund Balance - Ending			65,369

VILLAGE OF BROOKFIELD, ILLINOIS

Ogden Avenue TIF - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Revenues			
Taxes			
Property Taxes	$ -	-	-
Expenditures			
Highways and Streets			
Contractual Services			
Professional Services	10,200	20,200	10,931
Net Change in Fund Balance	(10,200)	(20,200)	(10,931)
Fund Balance - Beginning			122,852
Fund Balance - Ending			111,921

VILLAGE OF BROOKFIELD, ILLINOIS

Congress Park TIF - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Revenues			
Miscellaneous	$ -	-	5,765
Expenditures			
Highways and Streets			
Contractual Services			
Professional Services	6,500	6,500	443
Net Change in Fund Balance	(6,500)	(6,500)	5,322
Fund Balance - Beginning			277,882
Fund Balance - Ending			283,204

VILLAGE OF BROOKFIELD, ILLINOIS

Parks Project - Capital Projects Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Revenues			
Intergovernmental			
State Grants	$ 60,000	60,000	-
Expenditures			
General Government			
Contractual Services			
Other Professional Services	17,500	17,500	23,467
Capital Outlay			
Park Construction	80,000	80,000	6,477
Total Expenditures	97,500	97,500	29,944
Excess (Deficiency) of Revenues Over (Under) Expenditures	(37,500)	(37,500)	(29,944)
Other Financing Sources			
Transfers In	20,000	20,000	30,000
Net Change in Fund Balance	(17,500)	(17,500)	56
Fund Balance - Beginning			5,859
Fund Balance - Ending			5,915

VILLAGE OF BROOKFIELD, ILLINOIS

Water and Sewer - Enterprise Fund

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Operating Revenues			
Charges for Services	$ 6,583,000	6,181,425	6,206,713
Fines and Forfeitures	115,000	100,000	150,383
Miscellaneous	-	-	67,826
Total Operating Revenues	6,698,000	6,281,425	6,424,922
Operating Expenses			
Operations			
Administration	660,176	660,176	717,568
Water Operations	3,854,340	3,854,340	3,923,566
Sewer Operations	100,000	200,000	156,404
Depreciation	-	-	477,846
Total Operating Expenses	4,614,516	4,714,516	5,275,384
Operating Income	2,083,484	1,566,909	1,149,538
Nonoperating Revenues (Expenses)			
Interest Income	2,000	2,000	2,150
Connection Fees	2,500	2,500	5,355
Grants	1,500,000	1,500,000	-
Interest and Fiscal Charges	(136,218)	(136,218)	(92,695)
	1,368,282	1,368,282	(85,190)
Income Before Transfers	3,451,766	2,935,191	1,064,348
Transfers Out	(633,054)	(633,054)	(624,702)
Change in Net Position	2,818,712	2,302,137	439,646
Net Position - Beginning as Restated			18,260,780
Net Position - Ending			18,700,426

VILLAGE OF BROOKFIELD, ILLINOIS

Water and Sewer - Enterprise Fund

Schedule of Operating Revenues - Budget and Actual
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Charges for Services			
Water Sales	$ 5,300,000	4,962,425	5,040,579
Water Meter Installation/Replacement	20,000	9,000	17,631
Sewer Charges	1,263,000	1,210,000	1,148,503
	6,583,000	6,181,425	6,206,713
Fines and Forfeitures			
Late Payment Penalty	115,000	100,000	150,251
NSF Check Charge	-	-	132
	115,000	100,000	150,383
Miscellaneous			
Insurance Reimbursement	-	-	4,702
Other	-	-	63,124
	-	-	67,826
Total Operating Revenues	6,698,000	6,281,425	6,424,922

VILLAGE OF BROOKFIELD, ILLINOIS

Water and Sewer - Enterprise Fund

Schedule of Operating Expenses - Budget and Actual
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Operations			
Administration			
Personal Services			
Wages - Full Time Salaried	$ 45,988	45,988	45,684
Wages - Full Time Hourly	299,000	299,000	355,644
Wages - Overtime 1.5X	45,000	45,000	40,550
Employer FICA/Medicare	27,182	27,182	28,205
Insurance - Group Life and AD&D	510	510	493
Insurance - Group Medical	54,516	54,516	63,196
Insurance - Group Dental	3,387	3,387	3,622
Insurance - Unemployment Comp	2,000	2,000	633
Contractual Services			
Engineering	30,000	30,000	15,266
Legal - Review	-	-	3,610
Other Professional Services	-	-	34,887
Advertising and Legal Publicaiton	300	300	-
Property Taxes	-	-	862
Liability Insurance	128,793	128,793	115,939
Printing and Copying Services	2,000	2,000	-
Purchased Program Services	5,000	5,000	-
Training	2,000	2,000	-
Other Contractual	2,000	2,000	384
Commodities			
Postage	12,500	12,500	8,593
Total Administration	660,176	660,176	717,568
Water Operations			
Personal Services			
Wages - Full Time Hourly	-	-	50,000
Insurance - Group Life and AD&D	43	43	-
Insurance - Group Medical	20,645	20,645	7,113
Insurance - Group Dental	1,503	1,503	474

VILLAGE OF BROOKFIELD, ILLINOIS

Water and Sewer - Enterprise Fund

Schedule of Operating Expenses - Budget and Actual - Continued
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Operations - Continued			
Water Operations - Continued			
Contractual Services			
Engineering and Architectural	$ 30,000	30,000	5,068
Water Utility Tax	253,793	253,793	236,926
R & M - Water System Equipment	20,000	20,000	8,291
R & M - Other Equipment	20,000	20,000	48,760
Advertising and Legal Publicaiton	-	-	2,690
Contract Labor	10,000	10,000	4,305
Intergovernmental Fees and Dues	6,200	6,200	6,000
Printing and Copying Services	250	250	112
Professional Associations	250	250	328
Purchased Program Services	40,000	40,000	52,074
Training	-	-	371
Utilities Location Service	6,000	6,000	9,489
Other Contractual	1,000	1,000	-
Commodities			
Fuel	45,000	45,000	48,543
Lubricants and Fluids	4,000	4,000	-
Program Supplies	5,000	5,000	2,088
Protective Clothing and Equipment	400	400	655
Service and Repair Parts	2,500	2,500	101
Small Tools	500	500	1,373
Street Materials - Aggregate	9,000	9,000	144
Street Materials - Bituminum	5,000	5,000	35,000
Street Materials - Manhole Covers	-	-	1,949
Water Purchases	3,360,256	3,360,256	3,401,712
Water System Supplies	4,000	4,000	-
Water System Repair Parts	9,000	9,000	-
Total Water Operations	3,854,340	3,854,340	3,923,566

VILLAGE OF BROOKFIELD, ILLINOIS

Water and Sewer - Enterprise Fund

Schedule of Operating Expenses - Budget and Actual - Continued
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Operations - Continued			
Sewer Operations			
Contractual Services			
Engineering	$ -	-	9,795
Other Professional Services	-	-	7,310
Advertising and Legal Publicaiton	-	-	238
Purchased Program Services	100,000	200,000	139,061
Total Sewer Operations	100,000	200,000	156,404
Water and Sewer Capital Improvements			
Water System Construction/Improvements	1,925,000	1,925,000	1,225,654
Equipment - Vehicles	125,000	125,000	-
Equipment - Water System	396,600	396,600	-
Less Nonoperating Items			
Capital Assets Capitalized	(2,446,600)	(2,446,600)	(1,225,654)
Total Water and Sewer Capital Improvements	-	-	-
Depreciation	-	-	477,846
Total Operating Expenses	4,614,516	4,714,516	5,275,384

VILLAGE OF BROOKFIELD, ILLINOIS

Garbage - Enterprise Fund

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Operating Revenues			
Charges for Services			
Garbage Charges	$ 2,229,642	2,229,642	2,050,099
Miscellaneous	-	-	11,267
Total Operating Revenues	2,229,642	2,229,642	2,061,366
Operating Expenses			
Operations			
Administration	204,886	204,886	162,281
Cost of Sales and Services	1,761,151	1,761,151	1,774,843
Total Operating Expenses	1,966,037	1,966,037	1,937,124
Operating Income	263,605	263,605	124,242
Nonoperating Revenues			
Interest Income	1,000	1,000	980
Change in Net Position	264,605	264,605	125,222
Net Position - Beginning			749,905
Net Position - Ending			875,127

VILLAGE OF BROOKFIELD, ILLINOIS

Garbage - Enterprise Fund

Schedule of Operating Expenses - Budget and Actual
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Operations			
Administration			
Personal Services			
Wages - Full Time Salaried	$ 45,988	45,988	45,684
Wages - Full Time Hourly	35,291	35,291	32,852
Wages - Overtime 1.5X	3,000	3,000	5,600
Employer FICA/Medicare	6,266	6,266	6,067
Insurance - Group Life and AD&D	130	130	101
Insurance - Group Medical	12,040	12,040	11,039
Insurance - Group Dental	1,240	1,240	950
Insurance - Unemployment Comp	300	300	150
Contractual Services			
Engineering	50,000	50,000	17,014
Liability Insurance	48,831	48,831	41,864
Purchased Program Services	1,800	1,800	960
Total Administration	204,886	204,886	162,281
Cost of Sales and Services			
Contractual Services			
Garbage and Recycling	1,761,151	1,761,151	1,774,843
Total Operating Expenses	1,966,037	1,966,037	1,937,124

VILLAGE OF BROOKFIELD, ILLINOIS

Pension Trust Funds

Combining Statement of Fiduciary Net Position
December 31, 2015

	Police Pension	Firefighters' Pension	Totals
ASSETS			
Cash and Cash Equivalents	$ 406,721	214,339	621,060
Investments			
U.S. Government and Agency Obligations	2,475,998	5,752,484	8,228,482
Corporate Bonds	2,352,145	-	2,352,145
Municipal Bonds	572,024	954,800	1,526,824
Equities	7,039,639	7,017,186	14,056,825
Common Stocks	1,716,937	-	1,716,937
Receivables - Accrued Interest	60,132	39,336	99,468
Prepaids	-	13,033	13,033
Due from Other Funds	2,809	2,598	5,407
Total Assets	14,626,405	13,993,776	28,620,181
LIABILITIES			
Accounts Payable	10,109	13,959	24,068
NET POSITION			
Net Position Restricted for Pensions	14,616,296	13,979,817	28,596,113

VILLAGE OF BROOKFIELD, ILLINOIS

Pension Trust Funds

Combining Statement of Changes in Fiduciary Net Position
For the Fiscal Year Ended December 31, 2015

	Police Pension	Firefighters' Pension	Totals
Additions			
Contributions - Employer	$ 1,413,762	864,043	2,277,805
Contributions - Plan Members	273,003	242,773	515,776
Total Contributions	1,686,765	1,106,816	2,793,581
Investment Income			
Interest Earned	618,813	510,921	1,129,734
Net Change in Fair Value	(699,731)	(242,745)	(942,476)
	(80,918)	268,176	187,258
Less Investment Expenses	(55,192)	(55,606)	(110,798)
Net Investment Income	(136,110)	212,570	76,460
Total Additions	1,550,655	1,319,386	2,870,041
Deductions			
Administration	33,457	33,889	67,346
Benefits and Refunds	1,725,125	876,632	2,601,757
Total Deductions	1,758,582	910,521	2,669,103
Change in Fiduciary Net Position	(207,927)	408,865	200,938
Net Position Restricted for Pensions			
Beginning	14,824,223	13,570,952	28,395,175
Ending	14,616,296	13,979,817	28,596,113

VILLAGE OF BROOKFIELD, ILLINOIS

Police Pension - Pension Trust Fund

Schedule of Changes in Fiduciary Net Position - Budget and Actual
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Additions			
Contributions - Employer	$ 1,257,036	1,257,036	1,413,762
Contributions - Plan Members	260,504	260,504	273,003
Total Contributions	1,517,540	1,517,540	1,686,765
Investment Income			
Interest Income	250,000	250,000	618,813
Net Change in Fair Value	1,108,608	1,108,608	(699,731)
	1,358,608	1,358,608	(80,918)
Less Investment Expenses	(52,000)	(52,000)	(55,192)
Net Investment Income	1,306,608	1,306,608	(136,110)
Total Additions	2,824,148	2,824,148	1,550,655
Deductions			
Administration	24,500	24,500	33,457
Benefits and Refunds	1,989,874	1,989,874	1,725,125
Total Deductions	2,014,374	2,014,374	1,758,582
Change in Fiduciary Net Position	809,774	809,774	(207,927)
Net Position Restricted for Pensions			
Beginning			14,824,223
Ending			14,616,296

VILLAGE OF BROOKFIELD, ILLINOIS

Firefighters' Pension - Pension Trust Fund

Schedule of Changes in Fiduciary Net Position - Budget and Actual
For the Fiscal Year Ended December 31, 2015

	Budget		
	Original	Final	Actual
Additions			
Contributions - Employer	$ 804,376	804,376	864,043
Contributions - Plan Members	200,336	200,336	242,773
Total Contributions	1,004,712	1,004,712	1,106,816
Investment Income			
Interest Income	279,410	279,410	510,921
Net Change in Fair Value	525,973	525,973	(242,745)
	805,383	805,383	268,176
Less Investment Expenses	(65,000)	(65,000)	(55,606)
Net Investment Income	740,383	740,383	212,570
Total Additions	1,745,095	1,745,095	1,319,386
Deductions			
Administration	37,575	37,575	33,889
Benefits and Refunds	868,242	868,242	876,632
Total Deductions	905,817	905,817	910,521
Change in Fiduciary Net Position	839,278	839,278	408,865
Net Position Restricted for Pensions			
Beginning			13,570,952
Ending			13,979,817

VILLAGE OF BROOKFIELD, ILLINOIS

Special Assessments - Agency Fund

Schedule of Changes in Assets and Liabilities
For the Fiscal Year Ended December 31, 2015

	Beginning Balances	Additions	Deductions	Ending Balances
ASSETS				
Cash and Investments	$ 290,085	489,728	491,614	288,199
Receivables - Net of Allowances				
Other	203,470	56,000	18,950	240,520
Total Assets	493,555	545,728	510,564	528,719
LIABILITIES				
Due to Bondholders	493,555	545,256	510,564	528,247
Accounts Payable	-	472	-	472
Total Liabilities	493,555	545,728	510,564	528,719

SUPPLEMENTAL SCHEDULES

VILLAGE OF BROOKFIELD, ILLINOIS

Long-Term Debt Requirements

General Obligation Bonds of 1998 (Alternate Revenue Source)
Special Service Area Number 6 Improvements
December 31, 2015

Date of Issue	July 15, 1998
Date of Maturity	December 1, 2017
Authorized Issue	$410,000
Denomination of Bonds	$5,000
Interest Rates	4.15% - 5.00%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	The Bank of New York Mellon

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2016	$ 25,000	2,500	27,500
2017	25,000	1,250	26,250
	50,000	3,750	53,750

VILLAGE OF BROOKFIELD, ILLINOIS

Long-Term Debt Requirements

General Obligation Bonds of 2000A (Alternate Revenue Source)
Special Service Area Number 7 Improvements
December 31, 2015

Date of Issue	October 15, 2000
Date of Maturity	December 1, 2019
Authorized Issue	$345,000
Denomination of Bonds	$5,000
Interest Rate	5.95%
Interest Date	December 1
Principal Maturity Date	December 1
Payable at	First National Bank of Brookfield

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2016	$ 24,617	6,403	31,020
2017	26,081	4,938	31,019
2018	27,633	3,386	31,019
2019	29,277	1,742	31,019
	107,608	16,469	124,077

VILLAGE OF BROOKFIELD, ILLINOIS

Long-Term Debt Requirements

General Obligation Refunding Bonds of 2009 (Alternate Revenue Source)
Water and Sewer System Improvements
December 31, 2015

Date of Issue	October 14, 2009
Date of Maturity	December 1, 2019
Authorized Issue	$1,885,000
Denomination of Bonds	$5,000
Interest Rates	2.00% - 3.60%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	Amalgamated Bank of Chicago

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2016	$ 210,000	31,030	241,030
2017	215,000	23,680	238,680
2018	225,000	16,155	241,155
2019	230,000	8,280	238,280
	880,000	79,145	959,145

VILLAGE OF BROOKFIELD, ILLINOIS

Long-Term Debt Requirements

General Obligation Refunding Bonds of 2013 (Alternate Revenue Source)
Street and Park Improvements
December 31, 2015

Date of Issue	December 30, 2013
Date of Maturity	December 1, 2022
Authorized Issue	$4,260,000
Denomination of Bonds	$5,000
Interest Rates	2.00% - 3.40%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	Amalgamated Bank of Chicago

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2016	$ 485,000	88,883	573,883
2017	490,000	79,183	569,183
2018	500,000	69,382	569,382
2019	510,000	56,882	566,882
2020	425,000	41,582	466,582
2021	435,000	28,832	463,832
2022	445,000	15,130	460,130
	3,290,000	379,874	3,669,874

VILLAGE OF BROOKFIELD, ILLINOIS

Long-Term Debt Requirements

General Obligation Refunding Bonds of 2015A (Alternate Revenue Source)
Water and Sewer System Improvements
December 31, 2015

Date of Issue	October 28, 2015
Date of Maturity	December 1, 2026
Authorized Issue	$2,220,000
Denomination of Bonds	$5,000
Interest Rates	2.00% - 4.00%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	Amalgamated Bank of Chicago

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2016	$ 180,000	60,953	240,953
2017	185,000	57,353	242,353
2018	190,000	53,653	243,653
2019	190,000	48,903	238,903
2020	190,000	44,152	234,152
2021	200,000	39,402	239,402
2022	210,000	34,402	244,402
2023	215,000	29,152	244,152
2024	210,000	23,670	233,670
2025	220,000	18,000	238,000
2026	230,000	9,200	239,200
	2,220,000	418,840	2,638,840

VILLAGE OF BROOKFIELD, ILLINOIS

Long-Term Debt Requirements

General Obligation Refunding Bonds of 2015B (Alternate Revenue Source)
Street Improvements
December 31, 2015

Date of Issue	October 28, 2015
Date of Maturity	December 1, 2026
Authorized Issue	$3,145,000
Denomination of Bonds	$5,000
Interest Rates	2.00% - 4.00%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	Amalgamated Bank of Chicago

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2016	$ 235,000	87,318	322,318
2017	240,000	82,618	322,618
2018	255,000	77,818	332,818
2019	255,000	71,443	326,443
2020	270,000	65,067	335,067
2021	285,000	58,317	343,317
2022	295,000	51,192	346,192
2023	305,000	43,817	348,817
2024	320,000	36,040	356,040
2025	335,000	27,400	362,400
2026	350,000	14,000	364,000
	3,145,000	615,030	3,760,030

VILLAGE OF BROOKFIELD, ILLINOIS

Long-Term Debt Requirements

Installment Contract of 2008
AWD Motor Grader Purchase
December 31, 2015

Date of Contract	June 23, 2008
Date of Maturity	June 23, 2016
Original Amount of Contract	$127,851
Interest Rate	4.44%
Interest Date	June 23
Payable to	PNC Equipment Finance

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2016	$ 18,514	822	19,336

VILLAGE OF BROOKFIELD, ILLINOIS

Long-Term Debt Requirements

Installment Contract of 2011B
Computer Software and Street Sweeper Purchase
December 31, 2015

Date of Contract	December 28, 2011
Date of Maturity	January 15, 2016
Original Amount of Contract	$653,193
Interest Rate	3.50%
Interest Date	January 15
Payable to	First National Bank of Brookfield

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2016	$ 135,499	4,735	140,234

VILLAGE OF BROOKFIELD, ILLINOIS

Long-Term Debt Requirements

Installment Contract of 2013
Ambulance Purchase
December 31, 2015

Date of Contract	April 2, 2013
Date of Maturity	April 4, 2016
Original Amount of Contract	$225,334
Interest Rate	2.75%
Interest Dates	October 4 and April 4
Payable to	Hindsdale Bank & Trust

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2016	$ 75,112	1,033	76,145

STATISTICAL SECTION
(Unaudited)

This part of the comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the Village's overall financial health.

Financial Trends

These schedules contain trend information to help the reader understand how the Village's financial performance and well-being have changed over time.

Revenue Capacity

These schedules contain information to help the reader assess the Village's most significant local revenue sources.

Debt Capacity

These schedules present information to help the reader assess the affordability of the Village's current levels of outstanding debt and the Village's ability to issue additional debt in the future.

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the Village's financial activities take place.

Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the Village's financial report relates to the services the Village provides and the activities it performs.

VILLAGE OF BROOKFIELD, ILLINOIS

Net Position by Component - Last Ten Fiscal Years
December 31, 2015 (Unaudited)

See Following Page

VILLAGE OF BROOKFIELD, ILLINOIS

Net Position by Component - Last Ten Fiscal Years
December 31, 2015 (Unaudited)

	4/30/2007	12/31/2007	12/31/2008
Governmental Activities			
Net Investment in Capital Assets	$ 11,519,558	12,532,444	15,055,208
Restricted	452,894	-	-
Unrestricted	(179,419)	(1,506,203)	(2,646,892)
Total Governmental Activities Net Position	11,793,033	11,026,241	12,408,316
Business-Type Activities			
Net Investment in Capital Assets	11,532,729	11,487,030	11,876,124
Unrestricted	5,699,527	4,557,027	3,295,735
Total Business-Type Activities Net Position	17,232,256	16,044,057	15,171,859
Total Primary Government			
Net Investment in Capital Assets	23,052,287	24,019,474	26,931,332
Restricted	452,894	-	-
Unrestricted	5,520,108	3,050,824	648,843
Total Primary Government Net Position	29,025,289	27,070,298	27,580,175

Source: Village Records

12/31/2009	12/31/2010	12/31/2011	12/31/2012	12/31/2013	12/31/2014	12/31/2015
15,465,424	16,310,691	17,204,040	18,851,032	20,504,945	22,149,977	23,901,126
-	677,232	1,450,597	1,174,245	1,039,230	905,251	886,592
(1,569,832)	(2,051,091)	(1,576,671)	(1,387,142)	(310,683)	(1,111,624)	(27,254,513)
13,895,592	14,936,832	17,077,966	18,638,135	21,233,492	21,943,604	(2,466,795)
11,704,503	11,473,386	11,464,598	12,482,587	14,200,712	14,676,715	15,843,523
3,179,907	3,529,850	4,375,892	4,068,086	4,329,743	4,296,174	3,732,030
14,884,410	15,003,236	15,840,490	16,550,673	18,530,455	18,972,889	19,575,553
27,169,927	27,784,077	28,668,638	31,333,619	34,705,657	36,826,692	39,744,649
-	677,232	1,450,597	1,174,245	1,039,230	905,251	886,592
1,610,075	1,478,759	2,799,221	2,680,944	4,019,060	3,184,550	(23,522,483)
28,780,002	29,940,068	32,918,456	35,188,808	39,763,947	40,916,493	17,108,758

VILLAGE OF BROOKFIELD, ILLINOIS

Changes in Net Position - Last Ten Fiscal Years
December 31, 2015 (Unaudited)

	4/30/2007	12/31/2007	12/31/2008	12/31/2009	12/31/2010	12/31/2011	12/31/2012	12/31/2013	12/31/2014	12/31/2015
Expenses										
Governmental Activities										
General Government	$ 2,937,945	2,675,068	4,641,217	3,195,797	3,486,755	3,388,073	4,077,128	3,855,202	4,351,809	5,407,551
Public Safety	8,340,025	5,552,003	8,605,566	8,371,127	9,474,509	9,333,366	9,277,387	9,974,336	10,337,211	13,923,491
Highways and Streets	3,538,985	2,030,350	1,786,564	1,782,234	1,728,070	754,565	1,784,622	1,741,026	1,915,477	1,666,033
Culture and Recreation	461,583	337,067	424,551	384,456	314,578	1,031,807	367,977	398,737	422,081	342,035
Interest on Long-Term Debt	527,341	376,973	569,441	577,910	486,277	433,038	423,765	450,561	280,075	237,992
	15,805,879	10,971,461	16,027,339	14,311,524	15,490,189	14,940,849	15,930,879	16,419,862	17,306,653	21,577,102
Business-Type Activities										
Water and Sewer	3,499,082	2,434,021	3,514,544	3,419,806	3,407,666	3,508,041	4,190,629	4,613,179	5,181,377	5,638,079
Garbage	1,269,915	1,001,924	1,514,321	1,548,292	1,690,755	1,784,812	1,788,408	1,902,872	1,895,930	1,937,124
	4,768,997	3,435,945	5,028,865	4,968,098	5,098,421	5,292,853	5,979,037	6,516,051	7,077,307	7,575,203
Total Primary Government Expenses	20,574,876	14,407,406	21,056,204	19,279,622	20,588,610	20,233,702	21,909,916	22,935,913	24,383,960	29,152,305
Program Revenues										
Governmental Activities										
Charges for Services										
General Government	434,651	399,529	483,208	402,035	400,706	446,710	680,104	788,447	797,989	802,308
Public Safety	868,419	573,872	1,028,009	863,100	927,918	879,574	861,832	789,490	890,708	891,695
Highways And Streets	336,576	352,674	453,336	381,108	546,996	519,694	611,564	557,199	547,861	544,912
Culture And Recreation	141,861	95,014	155,870	135,343	151,588	141,849	134,415	127,844	129,414	145,824
Operating Grants / Contributions	197,439	32,833	257,639	179,263	103,663	396,986	189,140	286,632	78,665	46,405
Capital Grants / Contributions	-	-	398,000	-	-	393,463	606,537	1,591,980	295,000	-
	1,978,946	1,453,922	2,776,062	1,960,849	2,130,871	2,778,276	3,083,592	4,141,592	2,739,637	2,431,144
Business-Type Activities										
Charges for Services										
Water and Sewer	3,965,856	2,350,341	3,767,489	3,934,034	4,287,345	4,628,333	5,203,874	5,526,829	6,207,493	6,430,277
Garbage	1,289,615	821,737	1,280,307	1,305,765	1,625,732	2,077,301	1,961,386	1,995,543	2,043,231	2,061,366
Capital Grants / Contributions	-	-	-	-	-	-	-	1,449,102	-	-
	5,255,471	3,172,078	5,047,796	5,239,799	5,913,077	6,705,634	7,165,260	8,971,474	8,250,724	8,491,643
Total Primary Government Program Revenues	7,234,417	4,626,000	7,823,858	7,200,648	8,043,948	9,483,910	10,248,852	13,113,066	10,990,361	10,922,787

	4/30/2007	12/31/2007	12/31/2008	12/31/2009	12/31/2010	12/31/2011	12/31/2012	12/31/2013	12/31/2014	12/31/2015
Net (Expenses)/Revenues										
Governmental Activities	$ (13,826,933)	(9,517,539)	(13,251,277)	(12,350,675)	(13,359,318)	(12,162,573)	(12,847,287)	(12,278,270)	(14,567,016)	(19,145,958)
Business-Type Activities	486,474	(263,867)	18,931	271,701	814,656	1,412,781	1,186,223	2,455,423	1,173,417	916,440
Total Primary Government Net Revenues (Expenses)	(13,340,459)	(9,781,406)	(13,232,346)	(12,078,974)	(12,544,662)	(10,749,792)	(11,661,064)	(9,822,847)	(13,393,599)	(18,229,518)
General Revenues										
Governmental Activities										
Taxes										
Property Taxes	6,247,302	3,589,196	7,114,895	7,858,248	7,857,180	7,963,523	7,963,166	8,033,286	7,932,464	7,863,850
Utility Taxes	821,530	510,000	969,108	738,248	784,751	771,282	692,546	748,660	810,765	700,928
Hotel/Motel Taxes	-	-	-	-	2,431	11,157	13,683	12,715	12,065	13,318
State Income Tax	1,895,263	1,198,037	2,089,485	1,782,493	1,737,410	1,790,841	1,981,256	2,157,008	2,168,019	2,466,614
State Sales Tax	1,083,026	857,051	1,190,482	1,101,533	1,180,142	1,232,534	1,330,142	1,386,871	1,385,975	1,322,265
Other State Shared Taxes	1,448,185	930,458	1,420,536	1,298,982	1,460,884	1,574,910	1,649,948	1,730,248	1,796,732	1,624,898
Investment Earnings	381,262	151,025	87,414	14,283	11,863	10,739	10,002	3,696	3,763	4,418
Miscellaneous	541,111	466,569	770,437	429,413	645,818	365,208	287,254	322,083	433,401	348,064
Transfers	1,072,970	1,048,411	990,996	614,751	720,079	583,513	479,460	479,060	733,944	624,702
	13,490,649	8,750,747	14,633,353	13,837,951	14,400,558	14,303,707	14,407,457	14,873,627	15,277,128	14,969,057
Business-Type Activities										
Investment Earnings	276,341	124,079	99,867	55,601	24,249	7,986	3,420	3,419	2,961	3,130
Transfers	(1,072,970)	(1,048,411)	(990,996)	(614,751)	(720,079)	(583,513)	(479,460)	(479,060)	(733,944)	(624,702)
	(796,629)	(924,332)	(891,129)	(559,150)	(695,830)	(575,527)	(476,040)	(475,641)	(730,983)	(621,572)
Total Primary Government	12,694,020	7,826,415	13,742,224	13,278,801	13,704,728	13,728,180	13,931,417	14,397,986	14,546,145	14,347,485
Change in Net Position										
Governmental Activities	(336,284)	(766,792)	1,382,076	1,487,276	1,041,240	2,141,134	1,560,170	2,595,357	710,112	(4,176,901)
Business-Type Activities	(310,155)	(1,188,199)	(872,198)	(287,449)	118,826	837,254	710,183	1,979,782	442,434	294,868
Total Primary Government	(646,439)	(1,954,991)	509,878	1,199,827	1,160,066	2,978,388	2,270,353	4,575,139	1,152,546	(3,882,033)

Source: Village Records

VILLAGE OF BROOKFIELD, ILLINOIS

Governmental Activities Tax Revenues by Source - Last Ten Fiscal Years
(Accrual Basis of Accounting)
December 31, 2015 (Unaudited)

Fiscal Year	Property Taxes	Utility Taxes	Hotel/ Motel Taxes	State Income Tax
4/30/2007	$ 6,247,302	821,530	-	1,663,804
12/31/2007	3,589,196	510,000	-	1,198,037
12/31/2008	7,114,895	969,108	-	1,804,544
12/31/2009	7,858,248	738,248	-	1,551,238
12/31/2010	7,857,180	784,751	2,431	1,737,410
12/31/2011	7,963,523	771,282	11,157	1,790,841
12/31/2012	7,963,166	692,546	13,683	1,981,256
12/31/2013	8,033,286	748,660	12,715	2,157,008
12/31/2014	7,932,464	810,765	12,065	2,168,019
12/31/2015	7,863,850	700,928	13,318	2,466,614

Source: Village Records

State Sales Tax	Motor Fuel Tax	State Use Tax	Personal Property Replacement Tax	Other State Shared Taxes	Totals
1,083,026	560,555	231,459	56,521	1,391,664	12,055,861
857,051	356,082	177,510	44,451	593,902	7,326,229
1,190,482	497,139	284,941	64,911	858,486	12,784,506
1,101,533	447,521	231,255	66,230	785,231	12,779,504
1,180,142	484,600	245,225	69,786	661,273	13,022,798
1,232,534	476,867	290,673	62,489	744,881	13,344,247
1,330,142	464,075	298,700	62,365	824,808	13,630,741
1,386,871	463,083	326,932	68,946	871,287	14,068,788
1,385,975	635,898	370,764	70,971	849,008	14,235,929
1,322,265	463,962	422,107	75,655	663,174	13,991,873

VILLAGE OF BROOKFIELD, ILLINOIS

Fund Balances of Governmental Funds - Last Ten Fiscal Years
December 31, 2015 (Unaudited)

	4/30/2007	12/31/2007	12/31/2008	12/31/2009
General Fund				
Reserved	$ 539,652	714,825	449,220	89,052
Unreserved	6,583,910	6,337,520	(93,314)	773,892
Nonspendable	-	-	-	-
Committed	-	-	-	-
Unassigned	-	-	-	-
Total General Fund	7,123,562	7,052,345	355,906	862,944
All Other Governmental Funds				
Reserved	452,894	-	-	-
Unreserved, Reported in				
Special Revenue Fund	-	(506,773)	78,606	292,665
Debt Service Funds	(255,629)	(1,184,737)	3,545	4,324
Capital Project Funds	(846,997)	(2,187,792)	326,447	245,600
Nonspendable	-	-	-	-
Restricted	-	-	-	-
Assigned	-	-	-	-
Unassigned	-	-	-	-
Total All Other Governmental Funds	(649,732)	(3,879,302)	408,598	542,589

The Village implemented GASB Statement No. 54 for fiscal year 2011.

Source: Village Records

12/31/2010	12/31/2011	12/31/2012	12/31/2013	12/31/2014	12/31/2015
81,444	-	-	-	-	-
1,132,706	-	-	-	-	-
-	294,752	328,603	391,120	372,792	423,235
-	504,508	806,816	1,108,901	1,411,334	1,714,360
-	863,504	883,727	978,508	1,092,313	827,507
1,214,150	1,662,764	2,019,146	2,478,529	2,876,439	2,965,102
44,239	-	-	-	-	-
679,663	-	-	-	-	-
-	-	-	-	-	-
319,753	-	-	-	-	-
-	-	-	331,188	331,188	331,188
-	1,489,492	1,227,366	1,076,854	936,664	907,518
-	437,571	580,960	774,963	82,994	83,050
-	(30,002)	-	(5,625)	(61,023)	(1,207,569)
1,043,655	1,897,061	1,808,326	2,177,380	1,289,823	114,187

VILLAGE OF BROOKFIELD, ILLINOIS

Changes in Fund Balances of Governmental Funds - Last Ten Fiscal Years
December 31, 2015 (Unaudited)

	4/30/2007	12/31/2007	12/31/2008	12/31/2009
Revenues				
Taxes	$ 7,068,832	4,099,196	8,084,003	8,596,496
Licenses and Permits	849,286	754,524	983,003	905,206
Intergovernmental	4,623,913	3,018,379	5,359,137	4,362,271
Charges for Services	680,689	483,168	755,066	514,722
Fines and Forfeitures	251,532	183,397	379,359	361,658
Interest	381,262	151,025	87,414	14,283
Miscellaneous	515,851	438,894	770,437	429,413
Total Revenues	14,371,365	9,128,583	16,418,419	15,184,049
Expenditures				
Current				
General Government	2,725,237	2,633,364	4,546,105	3,198,873
Public Safety	7,931,907	5,246,229	8,326,804	7,979,518
Highways and Streets	2,269,719	879,436	1,592,020	1,029,240
Culture and Recreation	427,297	292,977	389,459	358,770
Capital Outlay	2,542,547	3,822,752	3,311,887	1,058,325
Debt Service				
Principal	810,229	822,051	1,071,476	1,115,258
Interest and Fiscal Charges	462,582	558,647	580,203	554,773
Total Expenditures	17,169,518	14,255,456	19,817,954	15,294,757
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,798,153)	(5,126,873)	(3,399,535)	(110,708)
Other Financing Sources (Uses)				
Debt Issuance	4,485,000	750,000	-	127,851
Disposal of Capital Assets	25,260	27,675	-	9,135
Premium on Debt Issuance	-	-	-	-
Payment to Escrow Agent	-	-	-	-
Transfers In	2,192,670	4,234,638	8,678,610	2,843,671
Transfers Out	(1,119,700)	(3,168,227)	(7,687,614)	(2,228,920)
	5,583,230	1,844,086	990,996	751,737
Net Change in Fund Balances	2,785,077	(3,282,787)	(2,408,539)	641,029
Debt Service as a Percentage of Noncapital Expenditures	8.5%	13.0%	10.5%	11.7%

Source: Village Records

12/31/2010	12/31/2011	12/31/2012	12/31/2013	12/31/2014	12/31/2015
8,644,362	8,745,962	8,669,395	8,794,661	8,755,294	8,578,096
1,100,371	1,066,726	1,166,988	1,219,950	1,215,230	1,201,087
4,482,099	5,388,734	5,757,023	5,560,759	5,724,391	5,460,182
607,987	562,458	627,159	628,676	649,235	729,682
318,850	358,643	493,768	414,354	501,507	453,970
11,863	10,739	10,002	3,696	3,763	4,418
645,818	365,208	287,254	322,083	433,401	348,064
15,811,350	16,498,470	17,011,589	16,944,179	17,282,821	16,775,499
3,454,121	3,514,145	3,714,742	3,852,474	4,053,201	3,976,952
8,705,309	8,989,560	9,051,032	9,818,356	9,900,510	10,217,133
812,935	935,383	921,996	868,742	974,567	984,926
303,031	344,529	348,639	380,249	399,211	320,365
815,036	1,111,429	1,648,125	591,126	1,855,354	1,774,234
1,190,397	1,178,553	1,159,881	938,931	1,062,014	956,785
488,921	447,490	409,539	438,690	286,286	206,608
15,769,750	16,521,089	17,253,954	16,888,568	18,531,143	18,437,003
41,600	(22,619)	(242,365)	55,611	(1,248,322)	(1,661,504)
82,343	739,051	-	4,485,334	-	3,145,000
8,250	2,075	30,552	15,800	24,731	1,700
-	-	-	-	-	22,682
-	-	-	(4,207,368)	-	(3,219,553)
2,280,246	2,023,101	2,427,792	1,589,573	2,366,467	2,050,086
(1,560,167)	(1,439,588)	(1,948,332)	(1,110,513)	(1,632,523)	(1,425,384)
810,672	1,324,639	510,012	772,826	758,675	574,531
852,272	1,302,020	267,647	828,437	(489,647)	(1,086,973)
10.8%	10.8%	10.0%	9.3%	8.0%	7.0%

VILLAGE OF BROOKFIELD, ILLINOIS

Assessed Value and Estimated Actual Value of Taxable Property - Last Ten Tax Levy Years
(Amounts in Thousands)
December 31, 2015 (Unaudited)

Tax Levy Year	Real Property Equalized Assessed Value		Less: Exemptions	Total Equalized Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value	Equalized Assessed Value as a Percentage of Actual Value
	Real Estate	Railroad					
2005	$ 459,509	$ 276	$ 85,628	$ 374,157	1.577	$ 1,122,471	33%
2006	482,691	289	104,424	378,556	1.690	1,135,668	33%
2007	506,440	326	103,532	403,234	1.692	1,209,702	33%
2008	608,729	375	163,998	445,106	1.662	1,335,318	33%
2009	631,113	454	158,561	473,006	1.579	1,419,018	33%
2010	612,487	498	127,673	485,312	1.583	1,455,936	33%
2011	473,389	594	57,042	416,941	1.875	1,250,823	33%
2012	441,265	635	59,685	382,215	2.108	1,146,645	33%
2013	414,928	690	55,019	360,599	2.208	1,081,797	33%
2014	391,813	700	52,448	340,065	2.320	1,020,195	33%

Note: Illinois property taxes are levied and collected one year in arrears of the assessment year.

Source: Cook County Clerk

VILLAGE OF BROOKFIELD, ILLINOIS

Property Tax Rates (Per $100 of EAV) Direct and Overlapping Governments - Last Ten Tax Levy Years
December 31, 2015 (Unaudited)

See Following Page

VILLAGE OF BROOKFIELD, ILLINOIS

Property Tax Rates (Per $100 of EAV) Direct and Overlapping Governments - Last Ten Tax Levy Years
December 31, 2015 (Unaudited)

Taxing Body	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Direct Rates										
Village of Brookfield										
Corporate	0.092	0.405	0.412	0.364	0.244	0.265	0.370	0.422	0.436	0.438
Police Pension	0.197	0.223	0.172	0.178	0.212	0.215	0.248	0.305	0.352	0.424
Fire Pension	0.084	0.108	0.089	0.108	0.129	0.135	0.132	0.189	0.220	0.259
IMRF	0.069	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Playgrounds & Rec	0.062	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Fire Protection	0.438	0.370	0.453	0.465	0.497	0.484	0.562	0.596	0.600	0.600
Police Protection	0.438	0.584	0.566	0.547	0.497	0.484	0.562	0.596	0.600	0.600
Social Security	0.062	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Audit	0.004	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Liability Insurance	0.054	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Ambulance Service	0.036	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Workers Compensation	0.041	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Unemployment Insurance	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Total Village Levy	1.577	1.690	1.692	1.662	1.579	1.583	1.875	2.108	2.208	2.320
Overlapping Governments										
Brookfield Public Library	0.333	0.369	0.191	0.431	0.408	0.410	0.486	0.547	0.590	0.637
Special Service Area #1	0.718	0.741	0.679	0.562	0.626	0.000	0.000	0.000	0.000	0.000
Special Service Area #2	0.888	0.909	0.824	0.743	0.791	0.000	0.000	0.000	0.000	0.000
Special Service Area #3	0.817	1.093	0.417	0.682	0.612	0.621	0.000	0.000	0.000	0.000
Special Service Area #4	0.213	1.013	0.957	0.865	0.799	0.800	0.989	0.000	0.000	0.000
Special Service Area #6	0.748	0.726	0.669	0.586	0.617	0.574	0.640	0.814	0.846	0.927
Special Service Area #7	0.506	0.510	0.474	0.430	0.422	0.414	0.455	0.493	0.523	0.559
Cook Co. Consolidated Elections	0.000	0.000	0.012	0.000	0.000	0.000	0.025	0.000	0.031	0.000
Cook Co. Forest Preserve District	0.060	0.057	0.053	0.051	0.049	0.051	0.058	0.063	0.069	0.069
Cook Co. Health Facilities	0.000	0.081	0.081	0.000	0.000	0.000	0.000	0.000	0.000	0.000
County of Cook	0.593	0.500	0.446	0.415	0.394	0.423	0.462	0.531	0.560	0.568
Total Cook County Levies	0.653	0.638	0.592	0.466	0.443	0.474	0.545	0.594	0.660	0.637
Metropolitan Water Reclamation District of Greater Chicago	0.035	0.284	0.263	0.252	0.261	0.274	0.320	0.370	0.417	0.430

Des Plaines Valley Mosquito Abatement District	0.012	0.012	0.012	0.012	0.011	0.011	0.014	0.015	0.016	0.016
Suburban TB Sanitarium	0.001	0.005	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Lyons Twp Genl Assistance	0.002	0.003	0.003	0.002	0.002	0.002	0.003	0.003	0.003	0.003
Lyons Twp Mental Health	0.090	0.081	0.081	0.074	0.076	0.078	0.095	0.103	0.112	0.112
Lyons Twp Road & Bridge Dist	0.037	0.034	0.034	0.032	0.033	0.033	0.041	0.044	0.048	0.048
Town of Lyons	0.036	0.033	0.033	0.046	0.047	0.048	0.059	0.063	0.068	0.068
Lyons Twp Special Police District	0.000	0.069	0.071	0.063	0.060	0.063	0.083	0.094	0.100	0.100
Total Lyons Twp Levies	0.165	0.220	0.222	0.217	0.218	0.224	0.281	0.307	0.331	0.331
Proviso Twp Genl Assistance	0.037	0.034	0.036	0.033	0.033	0.031	0.038	0.045	0.052	0.053
Proviso Twp Mental Health	0.129	0.117	0.115	0.113	0.113	0.117	0.145	0.150	0.150	0.150
Town of Proviso	0.063	0.062	0.059	0.057	0.057	0.062	0.081	0.095	0.110	0.106
Total Proviso Twp Levies	0.229	0.213	0.210	0.203	0.203	0.210	0.264	0.290	0.312	0.309
Riverside Twp Genl Assistance	0.005	0.005	0.005	0.005	0.006	0.007	0.009	0.010	0.011	0.012
Riverside Twp Mental Health	0.073	0.067	0.066	0.062	0.067	0.070	0.085	0.098	0.109	0.117
Town of Riverside	0.084	0.073	0.071	0.066	0.069	0.070	0.084	0.094	0.102	0.107
Total Riverside Twp Levies	0.162	0.145	0.142	0.133	0.142	0.147	0.178	0.202	0.222	0.236
School District #95	2.828	3.059	3.211	3.466	3.448	3.437	3.976	4.456	4.782	5.029
School District #96	2.652	2.884	3.368	3.109	3.303	3.374	4.071	4.594	4.872	5.228
School District #102	3.375	2.939	2.883	2.704	2.559	2.629	3.249	3.622	3.877	3.858
School District #103	3.922	3.521	3.444	3.263	3.287	3.377	4.367	4.856	5.293	5.418
Lyons Twp HS District #204	1.893	1.657	1.617	1.482	1.491	1.545	1.922	2.129	2.312	2.324
Riverside / Brookfield High School District #208	2.273	2.297	2.206	2.149	2.179	2.275	2.712	2.940	3.060	0.224
College of DuPage Dist #502	0.225	0.206	0.208	0.193	0.204	0.211	0.248	0.276	0.323	0.320
Triton College District #504	0.259	0.224	0.240	0.212	0.214	0.225	0.267	0.269	0.325	0.336
Total Rates										
Proviso Twp, SD #95, 208 & 504	8.671	8.801	8.521	8.853	8.746	8.899	10.459	11.589	11.578	12.938
Riverside Twp, SD #96, 208 & 504	8.428	8.558	8.707	8.426	8.540	8.773	10.468	11.639	11.780	13.064
Lyons Twp, SD #102, 204 & 502	8.740	7.961	7.610	7.419	7.174	7.361	8.857	9.724	10.128	10.773
Lyons Twp, SD #103, 204 & 502	9.287	8.543	8.171	7.978	7.902	8.109	9.975	10.895	11.229	12.333

Note: Cook County property taxes are levied and collected one year in arrears of the assessment year.
Source: Cook County Clerk

VILLAGE OF BROOKFIELD, ILLINOIS

Principal Property Tax Payers - Current Fiscal Year and Nine Fiscal Years Ago
December 31, 2015 (Unaudited)

	Current Fiscal Year - 2015			Nine Fiscal Years Ago - 2006		
Tax Payer	Rank	Equalized Assessed Value	% of Village's EAV	Rank	Equalized Assessed Value	% of Village's EAV
Individual	1	2,001,956	0.59%	2	1,817,821	0.58%
CVS Pharmacy	2	1,835,634	0.54%			
Spy Glass Industries	3	1,442,422	0.42%	1	2,605,983	0.83%
POLIVKA TRUST	4	1,192,574	0.35%	8	1,019,266	0.32%
CITIGROUP	5	982,983	0.29%	7	1,020,881	0.32%
First National Bank of Brookfield	6	872,093	0.26%	6	1,206,409	0.38%
Facite Investments (Tischler Foods)	7	866,163	0.25%	10	682,548	0.22%
Stocker Hinge Mfg.	8	788,606	0.23%	3	1,590,927	0.50%
Altus Group	9	539,941	0.16%			
Forest Brookfield LLC	10	528,591	0.16%			
Agency Facilities				4	1,467,070	0.47%
Albertsons				5	1,317,973	0.42%
Colony Motel				9	684,855	0.22%
		11,050,963	3.25%		13,413,733	4.26%

Source: Cook County Clerk

VILLAGE OF BROOKFIELD, ILLINOIS

Property Tax Levies and Collections - Last Ten Fiscal Years
December 31, 2015 (Unaudited)

Levy Year	Total Extended Levy	Collected within the Fiscal Year of the Levy		Collections/ Refunds in Subsequent Years	Total Collections to Date	
		Amount	% of Levy		Amount	% of Levy
2005	$ 6,502,111	$ N/A	$ N/A	$ N/A	$ 6,108,823	93.95%
2006	6,905,043	N/A	N/A	N/A	6,599,276	95.57%
2007	6,825,244	N/A	N/A	N/A	6,717,263	98.42%
2008	7,399,896	N/A	N/A	N/A	7,171,532	96.91%
2009	7,882,085	N/A	N/A	N/A	7,872,180	99.87%
2010	7,950,867	N/A	N/A	N/A	7,948,523	99.97%
2011	7,814,304	N/A	N/A	N/A	7,667,555	98.12%
2012	8,056,437	N/A	N/A	N/A	7,914,454	98.24%
2013	7,961,171	N/A	N/A	N/A	7,819,717	98.22%
2014	7,889,619	N/A	N/A	N/A	7,748,122	98.21%

N/A: Not Available

Note: Illinois property taxes are levied and collected one year in arrears of the assessment year.
Includes corporate and special service area levies.

Source: Cook County Clerk and Cook County Treasurer

VILLAGE OF BROOKFIELD, ILLINOIS

Ratios of Outstanding Debt by Type - Last Ten Fiscal Years
December 31, 2015 (Unaudited)

Fiscal Year	Governmental Activities			Business-Type Activities	Total Primary Government	Percentage of Personal Income (1)	Per Capita (1)
	General Obligation Bonds	General Obligation Certificates	Installment Contracts	General Obligation Bonds			
4/30/2007	$ 7,060,410	$ 7,000,000	$ 262,090	$ 5,305,000	$ 19,627,500	4.32%	$ 1,051
12/31/2007	6,670,777	6,620,000	959,672	5,180,000	19,430,449	4.28%	1,040
12/31/2008	6,130,274	6,235,000	813,699	5,050,000	18,228,973	4.02%	976
12/31/2009	5,573,848	5,840,000	777,718	4,970,000	17,161,566	3.10%	919
12/31/2010	4,981,445	5,440,000	662,066	4,785,000	15,868,511	2.82%	836
12/31/2011	4,443,006	5,030,000	1,171,004	4,470,000	15,114,010	2.69%	796
12/31/2012	4,023,470	4,610,000	850,659	4,145,000	13,629,129	2.46%	717
12/31/2013	8,057,772	-	792,760	3,810,000	12,660,532	2.11%	666
12/31/2014	7,335,842	-	452,676	3,465,000	11,253,518	1.65%	593
12/31/2015	6,592,608	-	229,125	3,100,000	9,921,733	1.67%	522

(1) See Schedule of Demographics and Economic Statistics for personal income and population data.

Source: Village Records

VILLAGE OF BROOKFIELD, ILLINOIS

Ratios of General Bonded Debt Outstanding - Last Ten Fiscal Years
December 31, 2015 (Unaudited)

Fiscal Year	General Obligation Bonds	Less Amount Available	Total	Percentage of Equalized Assessed Value of Property (1)	Per Capita (2)
4/30/2007	$ 19,365,410	$ -	$ 19,365,410	5.18%	$ 1,037
12/31/2007	18,470,777	-	18,470,777	4.88%	989
12/31/2008	17,415,274	-	17,415,274	4.32%	932
12/31/2009	16,383,848	-	16,383,848	3.68%	877
12/31/2010	15,206,445	-	15,206,445	3.21%	801
12/31/2011	13,943,006	316,589	13,626,417	2.81%	718
12/31/2012	12,778,470	266,928	12,511,542	3.00%	659
12/31/2013	11,867,772	273,476	11,594,296	3.03%	610
12/31/2014	10,800,842	21,062	10,779,780	2.99%	568
12/31/2015	9,692,608	29,416	9,663,192	2.84%	508

(1) See Schedule of Assessed Value and Estimated Actual Value of Taxable Property for total equalized assessed value.
(2) See Schedule of Demographics and Economic Statistics for population data.

Source: Village Records

VILLAGE OF BROOKFIELD, ILLINOIS

Direct and Overlapping Governmental Activities Debt
December 31, 2015 (Unaudited)

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable (1)	Share of Overlapping Debt
Direct			
Village of Brookfield	$ 6,821,733	100.00%	$ 6,821,733
Village of Brookfield Public Library	-	100.00%	-
Total Direct	6,821,733		6,821,733
Overlapping			
County of Cook (Including Forest Preserve District)	3,750,811,750	0.27%	10,127,192
Metropolitan Water Reclamation District of Greater Chicago	2,697,611,505	0.27%	7,283,551
School District #95	6,650,000	81.99%	5,452,335
School District #96	7,285,000	6.61%	481,539
School District #102	32,609,529	9.24%	3,013,120
School District #103	9,049,095	18.94%	1,713,899
Lyons Township HS District #204	18,980,000	5.05%	958,490
Riverside/Brookfield HS District #208	46,635,000	27.31%	12,736,019
College of DuPage District #502	303,465,000	4.66%	14,141,469
Triton College District #504	-	0.00%	-
Total Overlapping Debt	6,873,096,879		55,907,613
Total Direct and Overlapping Debt	6,879,918,612		62,729,346

Source: Cook County Clerk

(1) Determined by ratio of assessed valuation of property subject to taxation in the Village to valuation of property subject to taxation in overlapping unit.

VILLAGE OF BROOKFIELD, ILLINOIS

Legal Debt Margin Information - Last Ten Fiscal Years
December 31, 2015 (Unaudited)

Fiscal Year	Debt Limit	Total Net Debt Applicable to Limit	Legal Debt Margin	Total Net Debt Applicable to the Limit as a Percentage of Debt Limit
4/30/2007	$ N/A	$ N/A	$ N/A	N/A
12/31/2007	32,650,444	11,850,777	20,799,667	36.3%
12/31/2008	34,778,953	11,180,274	23,598,679	32.1%
12/31/2009	38,390,451	10,543,848	27,846,603	27.5%
12/31/2010	40,796,796	6,102,066	34,694,730	15.0%
12/31/2011	41,858,192	6,201,004	35,657,188	14.8%
12/31/2012	41,912,439	4,023,470	37,888,969	9.6%
12/31/2013	32,966,028	5,052,760	27,913,268	15.3%
12/31/2014	31,101,683	4,227,676	26,874,007	13.6%
12/31/2015	29,330,626	229,125	29,101,501	0.8%

Legal Debt Margin Calculation for Fiscal Year 2015

Total Equalized Assessed Valuation - 2014	$ 340,065,226
Debt Limit - 8.625% of total EAV	29,330,626
Debt Applicable to Limit:	
General Obligation Bonds	229,125
Legal Debt Margin	29,101,501

N/A: Not Available

Source: Cook County Clerk
Village Records

VILLAGE OF BROOKFIELD, ILLINOIS

Pledged Revenue Coverage - Last Ten Fiscal Years
December 31, 2015 (Unaudited)

	Water & Sewer G.O. (Alternate Revenue Source) Bonds						
			Net Available	Debt Service Requirements			
Fiscal Year	Gross Revenue	Operating Expenses	for Debt Service	Principal	Interest	Total	Coverage
4/30/2007	$ 4,232,061	$ 3,272,022	$ 960,039	$ 115,000	$ 227,060	$ 342,060	35.63%
12/31/2007	2,472,805	2,272,475	200,330	125,000	161,546	286,546	143.04%
12/31/2008	3,763,689	2,864,702	898,987	130,000	174,130	304,130	33.83%
12/31/2009	3,929,422	2,764,184	1,165,238	135,000	96,491	231,491	19.87%
12/31/2010	4,285,030	2,804,212	1,480,818	130,000	124,066	254,066	17.16%
12/31/2011	4,625,723	2,926,366	1,699,357	135,000	119,418	254,418	14.97%
12/31/2012	5,202,144	3,622,421	1,579,723	140,000	114,154	254,154	16.09%
12/31/2013	5,526,469	4,038,294	1,488,175	145,000	108,694	253,694	17.05%
12/31/2014	6,204,883	4,574,947	1,629,936	150,000	103,038	253,038	15.52%
12/31/2015	6,424,922	4,730,343	1,694,579	160,000	48,594	208,594	12.31%

Data Source: Village Records

VILLAGE OF BROOKFIELD, ILLINOIS

Demographic and Economic Statistics - Last Ten Fiscal Years
December 31, 2015 (Unaudited)

Fiscal Year	Population	Per Capita Income	Total Personal Income	Median Age	School Enrollment
4/30/2007	18,678	$ 24,307	$ 454,006,146	38	4,773
12/31/2007	18,678	24,307	454,006,146	38	4,773
12/31/2008	18,678	24,307	454,006,146	38	4,773
12/31/2009	18,678	29,638	553,578,564	38	4,773
12/31/2010	18,978	29,638	562,469,964	38.2	4,212
12/31/2011	18,978	29,638	562,469,964	38.2	4,212
12/31/2012	18,999	29,113	553,117,887	39.5	4,212
12/31/2013	18,999	31,651	601,337,349	39.5	4,212
12/31/2014	18,968	35,954	681,975,472	39.5	4,212
12/31/2015	19,022	31,273	594,875,006	36.6	4,212

Fiscal Year	Adult Population with High School Diploma or Higher	Regional Unemployment Rate	Median Home Value	Percent Living in Owner Occupied Housing
4/30/2007	87.7%	5.9%	$ 151,600	74.7%
12/31/2007	87.7%	5.4%	151,600	74.7%
12/31/2008	87.7%	7.3%	151,600	74.7%
12/31/2009	87.7%	10.8%	151,600	74.7%
12/31/2010	87.7%	12.1%	154,300	74.5%
12/31/2011	87.7%	12.1%	154,300	74.5%
12/31/2012	87.7%	9.5%	154,300	74.5%
12/31/2013	87.7%	7.4%	263,600	77.2%
12/31/2014	92.0%	5.8%	240,300	74.6%
12/31/2015	94.0%	4.7%	237,900	74.1%

Note: Information provided is predominately from 2000 and 2010 census.
Because of the Village's size, annually updated estimates are not available.

Source: U.S. Census Bureau
Illinois Department of Employment Security

VILLAGE OF BROOKFIELD, ILLINOIS

Principal Employers - Current Fiscal Year and Nine Fiscal Years Ago
December 31, 2015 (Unaudited)

	Current Fiscal Year - 2015			Nine Fiscal Years Ago - 2006		
Employer	Rank	Employees	% of Total Village Employment	Rank	Employees	% of Total Village Employment
Brookfield Zoo	1	414	6.90%	N/A	N/A	N/A
Conners Transportation Co.	2	150	2.50%	N/A	N/A	N/A
Village of Brookfield	3	94	1.57%	N/A	N/A	N/A
School District No. 103	4	89	1.48%	N/A	N/A	N/A
Tischler Foods	5	80	1.33%	N/A	N/A	N/A
Wagner Mgf. Co. - Stocker Hinge Mfg.	6	80	1.33%	N/A	N/A	N/A
School District No. 95	7	78	1.30%	N/A	N/A	N/A
School District No. 102	8	68	1.13%	N/A	N/A	N/A
Freeman Fence, Inc.	9	50	0.83%	N/A	N/A	N/A
Sweetened Supply Corp.	10	45	0.75%	N/A	N/A	N/A
		1,148	19.13%		N/A	N/A

N/A: Not Available

Source: Illinois Department of Employment Security (IDES)

VILLAGE OF BROOKFIELD, ILLINOIS

Full-Time Equivalent Village Government Employees by Function - Last Ten Fiscal Years
December 31, 2015 (Unaudited)

See Following Page

VILLAGE OF BROOKFIELD, ILLINOIS

Full-Time Equivalent Village Government Employees by Function - Last Ten Fiscal Years
December 31, 2015 (Unaudited)

Function	4/30/2007	12/31/2007	12/31/2008	12/31/2009
General Government	16	12	12	11
Public Safety				
Police - Sworn	30	32	32	32
Police - Unsworn	6	7	7	5
Fire - Sworn	21	25	25	25
Fire - Unsworn	3	1	1	-
Code Enforcement	6	4	4	4
Highway and Streets	7	10	14	12
Culture and Recreation	3	1	2	2
Water and Sewer	5	11	5	5
Total	97	103	102	96

Note: Does not include crossing guards, paid-on-call firefighters and seasonal recreation staff.

Source: Village Records

12/31/2010	12/31/2011	12/31/2012	12/31/2013	12/31/2014	12/31/2015
11	11	11	11	11	12
32	32	32	32	32	32
5	5	5	5	5	5
25	25	25	25	25	25
-	-	-	-	-	-
4	4	4	4	3	3
12	12	12	12	12	12
2	2	2	2	2	2
5	5	5	5	4	4
96	96	96	96	94	95

VILLAGE OF BROOKFIELD, ILLINOIS

Operating Indicators by Function - Last Ten Fiscal Years
December 31, 2015 (Unaudited)

Function	4/30/2007	12/31/2007	12/31/2008	12/31/2009
Police				
Service Calls	10,911	10,911	10,604	8,476
Arrests	3,188	3,188	3,375	5,248
Parking Violations	10,091	10,091	9,389	8,581
Part I Investigations	360	360	310	218
Fire				
EMS Calls	1,542	1,542	1,774	1,414
Fire/Other Calls	635	635	557	516
Culture and Recreation				
Park Permits Issued	150	150	45	94
Programs Offered	321	321	321	241
Highways and Streets				
Potholes Repaired	12,000	12,000	12,500	14,001
Trees Planted	70	70	48	38
Trees Removed	139	139	65	178
Water Main Breaks	31	31	9	6

Source: Village Records

Note: Indicators not available for general government function.

12/31/2010	12/31/2011	12/31/2012	12/31/2013	12/31/2014	12/31/2015
8,476	7,987	8,147	7,967	8,126	13,887
5,248	3,199	3,263	2,598	2,650	2,082
8,581	6,189	6,313	6,536	6,667	9,559
218	314	320	381	389	319
1,443	1,504	1,534	1,596	1,561	1,790
550	610	622	509	499	534
97	97	99	109	52	92
413	413	421	349	353	326
14,001	12,500	12,750	15,300	21,000	21,000
38	36	37	109	107	77
178	163	166	161	157	316
6	4	4	15	10	5

VILLAGE OF BROOKFIELD, ILLINOIS

Capital Asset Statistics by Function - Last Ten Fiscal Years
December 31, 2015 (Unaudited)

Function	4/30/2007	12/31/2007	12/31/2008	12/31/2009
Public Safety				
Police				
Stations	1	1	1	1
Vehicles	16	16	16	16
Fire				
Stations	2	2	2	2
Engines	3	3	3	3
Ambulances	2	2	2	2
Highways and Streets				
Local Streets (Miles)	50	50	50	50
Alleys (Miles)	57	57	57	57
Sidewalks (Miles)	62	62	62	62
Bridges	2	2	2	2
Traffic Signals	7	7	7	7
Street Lights	286	286	286	286
Vehicles	36	36	36	36
Culture and Recreation				
Park Acreage	63	63	63	63
Parks	10	10	10	10
Water				
Water Mains (Miles)	70	70	70	70
Fire Hydrants	729	729	729	729
Service Connections	6,720	6,720	6,720	6,720
Storage Capacity (Gallons)	3.125M	3.125M	3.125M	3.125M
Sewer				
Combined Sewers (Miles)	92	92	92	92
Storm Sewers (Miles)	9	9	9	9
Catch Basins	1,796	1,796	1,796	1,796

Source: Village Records

12/31/2010	12/31/2011	12/31/2012	12/31/2013	12/31/2014	12/31/2015
1	1	1	1	1	1
16	16	19	20	20	19
2	2	2	2	2	2
3	3	3	3	3	3
2	2	2	2	2	2
50	50	50	50	50	50
57	57	57	57	57	57
62	62	62	62	62	62
2	2	2	2	2	2
7	7	7	7	7	7
286	286	286	286	286	286
36	36	36	36	35	36
63	63	63	63	63	63
10	10	10	10	10	10
70	70	70	70	70	70
729	729	729	729	729	729
6,720	6,720	6,720	6,720	6,800	6,720
3.125M	3.125M	3.125M	3.125M	3.125M	3.125M
92	92	92	92	92	92
9	9	9	9	9	9
1,796	1,796	1,796	1,796	1,796	1,796

VILLAGE OF BROOKFIELD, ILLINOIS

MANAGEMENT LETTER

FOR THE FISCAL YEAR ENDED
DECEMBER 31, 2015

Lauterbach & Amen, LLP
CERTIFIED PUBLIC ACCOUNTANTS

27W457 WARRENVILLE RD. • WARRENVILLE, ILLINOIS 60555
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May 27, 2016

The Honorable Village President
Members of the Board of Trustees
Village of Brookfield, Illinois

In planning and performing our audit of the financial statements of the Village of Brookfield (Village), Illinois, for the year ended December 31, 2015, we considered its internal control structure in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control structure.

We do not intend to imply that our audit failed to disclose commendable aspects of your system and structure. For your consideration we herein submit our comments and suggestions which are designed to assist in effecting improvements in internal controls and procedures. Those less significant matters, if any, which arose during the course of the audit, were reviewed with management as the audit field work progressed.

The accompanying comments and recommendations are intended solely for the information and use of the Finance Committee, Board of Trustees, management, and others within the Village of Brookfield, Illinois.

We will review the status of these comments during our next audit engagement. We have already discussed many of these comments and suggestions with various Village personnel. We would be pleased to discuss our comments and suggestions in further detail with you at your convenience, to perform any additional study of these matters, or to review the procedures necessary to bring about desirable changes.

We commend the finance department for the well prepared audit package and we appreciate the courtesy and assistance given to us by the entire Village staff.

Lauterbach & Amen LLP

LAUTERBACH & AMEN, LLP

PRIOR RECOMMENDATIONS

1. **GASB STATEMENT NO. 67 FINANCIAL REPORTING FOR PENSION PLANS AND GASB STATEMENT NO. 68 ACCOUNTING AND FINANCIAL REPORTING FOR PENSIONS**

Comment

In June 2012, the Governmental Accounting Standards Board (GASB) issued Statement No. 67, *Financial Reporting for Pension Plans*, which applies to individual pension plans issuing their own audited financial statements, and Statement No. 68, *Accounting and Financial Reporting for Pensions*, which applies to the state and local government employers that sponsor pension plans. The Statements apply to the reporting of the Illinois Municipal Retirement Fund (IMRF), Police Pension Fund and Firefighters' Pension Fund for the Village. The Statements establish standards for measuring and recognizing liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures related to the pension plans. The Statements specifically identify the methods and assumptions that are to be used in calculating and disclosing these pension-related accounts in the financial statements and also provide for additional note disclosures and required supplementary information. The Statements are intended to improve information provided by state and local government employers regarding financial support to their pension plans, and ultimately requires that the total net pension liabilities of the pension plans be recorded on the face of the financial statements of the sponsoring government. GASB Statement No. 67 is applicable to the separately issued financial statements of the pension plan(s) for the year ended December 31, 2014. GASB Statement No. 68 is applicable to the Village's financial statements for the year ended December 31, 2015.

Recommendation

We recommended that the Village reach out to the private pension actuary engaged to provide the pension fund actuarial calculations (IMRF will automatically be providing the necessary information to all member agencies) in order to confirm the timeline for implementation and to review requested materials that will be required in order to implement the provisions and requirements of the new Statements. Lauterbach & Amen, LLP will also work directly with the Village to assist in the implementation process, including assistance in determining the implementation timeline with the Village and private actuary, providing all framework for the financial statements in order to complete the implementation, and assisting in answering any questions or concerns the Village or pension fund(s) might have related to the implementation process or requirements.

Status

This comment has been implemented and will not be repeated in the future.

PRIOR RECOMMENDATIONS – Continued

2. FUNDS OVER BUDGET

Comment

Previously and during our current year-end audit procedures, we noted that the following funds had an excess of actual expenditures over budget for the fiscal year:

Fund	December 31, 2014	December 31, 2015
Infrastructure Project	$ 111,592	$ 230,309
Motor Fuel Tax	1,388	-
Ogden Ave TIF	2,890	-
Water and Sewer	91,144	15,827
Police Pension	329,295	-
Firefighters' Pension	-	4,704

Recommendation

We recommended the Village investigate the causes of the funds over budget and adopt appropriate future funding measures.

Status

This comment has not been implemented and will be repeated in the future.

3. CAPITAL ASSET APPRAISAL

Comment

Previously and during our current year-end procedures, we noted the Village has not had an appraisal of capital assets performed by an outside appraisal firm for a number of years. The benefits of an appraisal by an outside appraisal firm include but are not limited to 1) records for insurance purposes and 2) provide records of capital assets, including real property that the Village owns for financial reporting purposes.

Recommendation

We recommended that the Village have an outside appraisal firm perform a physical inventory and valuation of all the Village's capital assets. A periodic inspection of the assets should also be compared to this detail listing to ensure that all assets are accounted for on a regular basis. We further recommended that all capitalizable items be budgeted and charged to capital outlay accounts and that these accounts are reconciled each year to the total additions to capital assets.

Status

This comment has not been implemented and will be repeated in the future.

PRIOR RECOMMENDATIONS – Continued

4. OLD OUTSTANDING CHECKS AND UNCLAIMED PROPERTY

Comment

Previously and during our current year-end procedures, we noted a number of old outstanding checks which were included on the bank reconciliations. Also, we noted a number of outstanding checks which were recorded in unclaimed property were over seven years old.

Recommendation

We recommended the Village develop and implement a policy to write-off old outstanding checks. The policy should be in written form and should set a specific time period at which old checks are written-off. Normally old checks are checks that have been outstanding for greater than one year. The policy should also be in compliance with the State's unclaimed property laws, which recommends the Village turn over any unclaimed property over seven years old to the State of Illinois in accordance with the Unclaimed Property Act.

Status

This comment has not been implemented and will be repeated in the future.

5. COMMINGLED CASH

Comment

Previously and during our current year-end procedures, we noted that the Village's commingled cash allocations between various funds resulted in significant positive and negative cash balances. Below are the commingled cash balances for December 31, 2015 and December 31, 2014:

Fund Name	12/31/14	12/31/15
General	$ 2,464,491	$ 3,545,435
Debt Service	(710,924)	(766,754)
Infrastructure Projects	(938,683)	(2,459,398)
Motor Fuel Tax	(49,383)	(49,383)
Ogden Ave TIF	(115,730)	(129,649)
Congress Park TIF	(1,354)	(1,709)
Hotel/Motel Tax	52,051	65,369
Equipment Replacement	77,135	77,135
Parks Project	(933,514)	(987,865)
Waterworks and Sewerage	(250,263)	(325,891)
Garbage	442,251	695,700
Special Assessments	113,867	138,378
	149,944	(198,632)

PRIOR RECOMMENDATIONS – Continued

5. **COMMINGLED CASH - Continued**

There are many advantages to cash commingling, such as increasing the funds available for investment opportunities. However, the allocation process should represent accurately each funds' percentage ownership of the cash balance.

Recommendation

We recommended that the Village review the process for allocation of the commingled cash balances and adjust the balances as appropriate.

Status

This comment has not been implemented and will be repeated in the future.

VILLAGE OF BROOKFIELD
MANAGEMENT LETTER FOR THE FISCAL YEAR ENDED
DECEMBER 31, 2015

FINANCE DEPARTMENT RESPONSES

CURRENT RECOMMENDATIONS

There were no current year recommendations.

PRIOR RECOMMENDATIONS

1. GASB Statement No. 67 Financial Reporting for Village Pension Plans and GASB Statement No. 68 Accounting and Financial Reporting Requirements

Comment:
The comment regards the implementation of GASB Standard s No 67 and 68.

Recommendation:
To begin discussion of the GASBs with our independent Actuary.

Staff Response:
The Village, its external auditor and its actuary have developed a plan for the implementation of the GASB Standards 67 and 68. The actuary has prepared the January 1, 2015 actuarial valuation report in compliance with the GASB 67 and the Village will fully implement both GASB 67 and 68 in the December 31, 2015 Certified Annual Financial Report.

THIS COMMENT WAS IMPLEMENTED

2. Funds over Budget

Comment:
During our year-end audit procedures, we noted that the following funds had an excess of actual expenditures over budget for the fiscal year:

	OVER BUDGET AMOUNTS	
FUND	12/31/2014	12/31/2015
INFRASTRUCTURE PROJECT FUND	111,592	230,309
MOTOR FUEL TAX FUND	1,388	-
OGDEN AVE TIF	2,890	-
WATER AND SEWER	91,144	15,827
POLICE PENSION	329,295	-
FIREFIGHTER'S PENSION	-	4,704

Recommendation:
We recommend that the Village investigate the causes of funds over budget and adopt appropriate future funding measures.

PRIOR RECOMMENDATIONS (Cont.)

Staff Response:

- The Infrastructure Fund and Water Fund overages were caused by additional year-end accrual for engineering costs. These accruals were made after December 31, 2015, and were not included in the calculation of the 12-31-2015 supplemental appropriations.
- The Village's Firefighter Pension Fund utilizes an outside service to provide monthly financial compilation services. Generally, the Village reviews these financials after year-end and does not include these funds in the calculation of the year-end supplemental appropriations.

For Village maintained Funds, the funds are reviewed periodically for over budget spending, and supplemental appropriations are brought to the Board for approval based on the levels of expected additional funding. The items listed above came to light after the year-end, based on audit procedures, and staff was unable to forward the supplemental procedures to the Board for approval.

In all cases, the funding was available in each of the funds to cover the excess costs. Staff continues to monitor Village funds in order to keep the Board aware of expenditures in excess of budget in all Village Funds.

3. **CAPITAL ASSET APPRAISAL**

Comment:
Previously and during our current year-end procedures, we noted the Village has not had an appraisal of capital assets performed by an outside appraisal firm for a number of years.

Recommendation:
We recommend that the Village have an outside appraisal firm perform a physical inventory and valuation of all of the Village's capital assets.

Staff Response:
The Village staff is aware of the importance of an asset appraisal. However staff feels the cost of performing a full appraisal exceeds any benefit currently derived. The Village had an appraisal performed in 2008, and has relied on this appraisal since that time, making book adjustments to the values recorded in the appraisal.

Until the Village has the resources readily available to perform the appraisal, staff recommends that the current procedures for capital updates remain in place.

4. **OLD OUTSTANDING CHECKS AND UNCLAIMED PROPERTY**

Comment:
Previously and during our current year-end procedures, we noted a number of old outstanding checks which were included on the bank reconciliations. Also, we noted a number of outstanding checks which were recorded in unclaimed property were older than seven years old.

Recommendation:
We recommended the Village develop and implement a policy to write-off old outstanding checks. This policy should be in written form and should set a specific time period at which old checks are written-off. Normally old checks are checks that have been outstanding for greater than one year. The policy should also be in compliance with the states unclaimed property laws, which recommends the Village turn over any unclaimed property over seven years old to the State of Illinois in accordance with the Unclaimed Property Act.

Status:

This comment has not been implemented and will be repeated in the future.

PRIOR RECOMMENDATIONS (Cont.)

Staff Response:

Staff wrote off all old (considered to be greater than seven years old) outstanding checks to unclaimed property during fiscal year 2010. However, staff will still need to perform the necessary procedures to remit these items to the Unclaimed Property Division of the State of Illinois Treasurer's Office. The current total of Outstanding Checks and Unclaimed property in excess of seven years amounts to $156,379.

Over the past two years, staff has reconciled $95,484.90 through procedures performed with the First National Bank of Brookfield. During 2014, these checks were removed off the reconciliation. The remaining checks are all for smaller dollar values and will require extensive investigation before we are able to send to the State Treasurer's Office as unclaimed property. Staff will continue to investigate these items and reconcile as necessary. Additional resources may be required to efficiently accomplish this task.

5. COMINGLED CASH

Comment:
Previously and during our current year-end procedures, we noted the Village's commingled cash allocation between various funds resulted in significant positive and negative cash balances.

Recommendation:
We recommend that the Village review the process for allocation of the commingled cash balances and adjust as appropriate.

Staff Response:
As part of the New World System software set-up, Staff established a treasury fund to account for the comingled cash in each fund. This system allows for easy reallocation based on available funds in each fund. The Treasury Fund still needs to be properly balanced by Staff. It is hoped that this initial balancing will be completed by the end of fiscal year 2016.

COMMITTEE ITEM MEMO

ITEM: Special use request (PZC Case # 16-03 reviewed on June 23, 2016)

COMMITTEE DATE: June 27, 2016

PREPARED BY: Emily Egan, Village Planner

PURPOSE: Special use permit review (PZC Case # 16-03 - 9118 W. 47th St.)

BUDGET AMOUNT: N/A

BACKGROUND:

The Planning and Zoning Commission (PZC) held a public hearing concerning the consideration of a special use permit as it relates to Section 62-128 of the Village Code. The request is to allow for automobile sales in an outdoor lot on a property located at 9118 W. 47th St. The property is zoned in the I-1 General Light Industrial District and currently houses a car detailing business and rented truck parking.

Village staff recommends approval of the special use. As noted in Exhibit 1, the request meets certain standards for granting approval of the special use.

FINDINGS OF FACT:

The PZC meeting was held on June 23rd. Minutes are not yet available.

There are enough on-site parking spaces to allow a maximum of 10 cars to be sold on the lot. No other changes to the site would occur besides the removal of approximately 45 feet of fence located along Maple Avenue.

During the PZC deliberation Commissioner Hendricks said she did not like that part of the fence would be gone, but understood the reasoning for visibility of the cars. Commissioner Benjamin said this is a good location for used car sales.

The PZC voted 6-0 to recommend approval of the special use permit for the sale of automobiles.

ATTACHMENTS:

Exhibit 1 – PZC Meeting Packet from June 23, 2016 Public Hearing

STAFF RECOMMENDATION:

Staff recommends the Village of Brookfield Committee of the Whole review and approve the PZC recommendation for subsequent adoption by the Village Board.

REQUESTED COURSE OF ACTION:

The Board of Trustees request that the Village Attorney prepare an ordinance to be reviewed and voted on at the next available Village Board meeting.

ATTACHMENTS:

Exhibit 1 – PZC Meeting Packet from June 23, 2016 Public Hearing

COMMITTEE ITEM MEMO

ITEM: Zoning variation request (PZC Case # 16-02 reviewed by the PZC on June 23, 2016)

COMMITTEE DATE: June 27, 2016

PREPARED BY: Emily Egan, Village Planner

PURPOSE: Review of three variation requests (PZC Case # 16-02)

BUDGET AMOUNT: N/A

BACKGROUND:

The Planning and Zoning Commission (PZC) held a public hearing concerning the consideration of three variations pursuant to Sections 62-75 and 62-12 of the Zoning Code. The request is in regard to two proposed single-family residences located at 3617 Prairie Ave.

Current zoning calls for a minimum 50-foot lot width and 6,200 lot area. These homes would be constructed on what are currently three separate 25-foot lots (75 feet total). The proposed lot widths are each 37.5 feet and the proposed lot area is 4,687. Additionally, the zoning code requires 35% maximum building coverage and the third variation request is for a proposed 44% building coverage.

Based upon a positive advisory recommendation by PZC, Village staff recommends approval of the variations. Additionally, staff requests that the applicant use high-quality building materials, not use vinyl siding, and commit to stormwater mitigation proportional to the increase in building coverage. As noted in Exhibit 1, the request meets certain standards for granting approval of the variations.

FINDINGS OF FACT:

During the PZC deliberation stormwater management issues were discussed. The Village's stormwater ordinance is effective in retaining water on-site for newly constructed homes.

The Developer represented that he would seek Energy Star certification and allow the homes to be ready for solar panel installation.

The character of this block was also reviewed and the proposed project's style and lot size do not conflict with the character of this block.

The PZC chose to approve three variations and request that the applicant commit to high-quality building materials such as masonry, stone, or brick and avoid using vinyl siding. Additionally staff and the PZC request the applicant provide stormwater management proportional to the increase in building coverage above and beyond the Village's Stormwater Ordinance.

Lastly, PZC requests that the applicant use best efforts to secure a mutually beneficial agreement for the encroachment on the south end of the subject property, prior to issuance of a building permit. This agreement should include the developer offering to relocate the encroachment at his own expense.

The PZC voted 6-0 to recommend approval of the requested variations.

The PZC meeting was held on June 23rd. Minutes are not yet available.

ATTACHMENTS:

Exhibit 1 – PZC Meeting Packet from June 23, 2016 Public Hearing

STAFF RECOMMENDATION:

Staff recommends the Village of Brookfield Committee of the Whole review and approve the PZC recommendation for subsequent adoption by the Village Board.

REQUESTED COURSE OF ACTION:

The Board of Trustees request that the Village Attorney prepare an ordinance to be reviewed and voted on at the next available Village Board meeting.

Village of Brookfield

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HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY

REGULAR MEETING OF THE
PLANNING AND ZONING COMMISSION

June 23rd, 2016 at 7:00 PM
Location: Edward Barcal Hall, 8820 Brookfield Avenue
Brookfield, Illinois 60513

AGENDA

I. Call to Order
II. Roll Call
III. Staff Update

a. Bike Brookfield Updates
b. Zoning Modernization Updates

IV. Public Hearings

a. PZC Case 16-01 - Final PD 8934 Fairview Avenue Continued

b. PZC Case 16-02 - 3617 Prairie Avenue Variations

c. PZC Case 16-03 - Special Use 9118 W 47th St.

V. New Business
VI. Old Business

a. Approval of Minutes from March 24th, 2016

VII. Next Meeting
Thursday, July 28th, 2016

VIII. Public Comment (Not Related to Agenda Item IV)

IX. Adjournment

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

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE
PLANNING AND ZONING COMMISSION

HELD ON THURSDAY, MARCH 24TH, 2016
IN THE BROOKFIELD MUNICIPAL BUILDING

MEMBERS PRESENT:	**Chairman: Charles Grund. Commissioners: Karen Ann Miller, Todd Svoboda, Christopher Straka, Patrick Benjamin, Jennifer Hendricks, and Mark Weber.**
MEMBERS ABSENT:	**None.**
ALSO PRESENT:	**Village Planner: Emily Egan. Nick Greifer, Community and Economic Development Director. Leslie Oberholtzer, CodaMetrics. Michael Horsting, Regional Transportation Authority. Michelle Ryan acting as Trustee Liaison**

On Thursday, March 24th, 2016, Chairman Charles Grund called the meeting of the Planning and Zoning Commission to order at 7:01 P.M. and asked for a roll call.

Staff Update
Village Planner, Emily Egan presented a staff update. The staff update included: the Bike Brookfield event scheduled for May 21.

Public Hearings
No public hearing.

New Business

Emily Egan introduced the Village's zoning modernization project, which she said is in line with the overall goals of the 2020 Master Plan. She introduced Leslie Oberholtzer of CodaMetrics and Michael Horsting of the Regional Transportation Authority, which is funding the grant to implement the project.

Leslie Oberholtzer presented a summary of the zoning modernization plan to the commission. She worked on the 2020 Master Plan in 2004 and said she is familiar with Brookfield. She said her summary would focus primarily on the downtown and Hollywood station areas, and that there is an update in progress for the Congress Park station area. Her primary focus is maintaining the existing or desired character and that this plan would allow more flexibility and be more pedestrian oriented.

She outlined the existing code, noting that it focuses on uses allowed and spends little time on the form of the building design. The zoning modernization would allow more flexibility in uses and go into greater detail defining the form and design of buildings in a particular zone. She said this would foster more predictable results for the developer and the Village.

Leslie's summary outline the new set of districts shown on a map, including: Core Mixed-Use, Neighborhood Mixed-Use, Corridor Mixed-Use, General Mix, and Residential Mix. Each zoning district determines which building types are allowed; for example, Core Mixed-Use requires ground level storefronts, while General Mix can have storefronts, residential, or office space on the ground level.

She then showed illustrative photos as examples for each building type, and then walked through two pages of building form requirements, including building siting, height, uses, and façade/cap requirements. Some of the key points were that instead of a front setback there was a build-to line to encourage a pedestrian-friendly atmosphere, minimum primary frontage, and parking requirements.

Emily Egan outlined a possible timeline for approval of the zoning modernization, which will include public outreach before coming back to the Planning & Zoning Commission for review and then go to the Committee of the Whole.

A commissioner asked how this type of zoning is viewed by builders and developers. Leslie Oberholtzer said it often makes the process easier because there are clear expectations for building materials and design. It allows much more building by right and an easier approval process. Nick Greifer said there is a local developer, on the steering committee and that he can provide an important perspective.

A commissioner asked if form-based code had an impact on signage requirements. Leslie Oberholtzer said the full draft has incorporated some revisions to existing signage requirements at the request of the steering committee.

Old Business

Approval of Minutes: Motion by Commissioner Svoboda seconded by Commissioner Hendricks to approve the minutes from February 25th, 2016. Upon roll call, the motion carried as follows: Ayes: Miller, Benjamin, Hendricks, Svoboda, Straka, Weber, Grund.

Wayfinding signage: a commissioner asked about one additional location that might be considered at Ehlert Park. She said there could be of out-of-towners who come for soccer and baseball, and signage might be useful for them. Emily Egan said she would add it to the map.

Next Meeting:

Scheduled for Thursday, April 28th, 2016.

Adjournment

Motion by Commissioner Benjamin seconded by Commissioner Straka to close the Public Hearing. Upon roll call, the motion carried as follows: Ayes: Miller, Benjamin, Hendricks, Svoboda, Straka, Weber, and Grund.

Charles Grund
Chairman
Planning & Zoning Commission
Village of Brookfield
Brookfield, Illinois

/lls

Village of Brookfield

Planning and Zoning Commission Staff Report

TO: The Village of Brookfield's Planning and Zoning Commission

HEARING DATE: June 23rd, 2016

FROM: The Village of Brookfield's Community and Economic Development Department (CEDD)

PREPARED BY: Emily Egan, Village Planner

TITLE

PZC 16-01 Continued – Special Use Final Planned Development; Michael Gatto, owner of the property (D.B.A. Grossdale Properties, L.L.C.) seeks approval for minor design changes to a nine unit multi-family development at 8934 Fairview Avenue.

GENERAL INFORMATION

APPLICANT:

Grossdale Properties, L.L.C.
Michael Gatto
1805 Midwest Club Pkwy
Oak Brook, IL 60523

APPLICATION/PUBLIC HEARING NOTICE: The application has been filed in conformance with applicable procedural and public notice requirements as well as the Open Meetings Act.

PROPERTY INFORMATION

EXISTING ZONING: C-3 Centralized Commercial District
EXISTING LAND USE: Vacant Redevelopment Site
PROPERTY SIZE: 9,375 Square Feet

PINs: 15-34-401-016-0000
SURROUNDING ZONING AND LAND USES:

North:	C-3 Centralized Commercial District – Mixed Use
South:	C-3 Centralized Commercial District – Right of Way, Vacant Building and Parking Lot
East:	C-3 Centralized Commercial District – Mixed Use
West:	C-3 Centralized Commercial District – Residential, Multi-Family

ANALYSIS

SUBMITTALS

This report is based on the following documents, which are on file with the Community and Economic Development Department:

1. Application for Public Hearing and Required Fees;
2. Certification of Legal Notice Published June 8th, 2016 in the *Riverside Brookfield Landmark;*
3. Affidavit of mailed notice to property owners within 250 feet of the property indicating a Public Hearing 15-30 days before the Public Hearing;
4. Staff Reports dated February 11th, 2014 and April 24th, 2014;
5. Planning and Zoning Commission minutes from 2014;
6. Ordinances approved by the Village Board of Trustees on March 10th, 2014 and May 27th, 2014.

DESCRIPTION

The applicant wishes to make minor design changes to the previously approved special use Planned Development on 8934 Fairview Avenue. The project is a nine unit multi-family residential building. Minor design modifications include increased side setback (from lot line to three feet), total building footprint reduced, and façade material changes.

BACKGROUND

This Planned Development was discussed at a PZC public hearing on February 11th, 2014, and April 24th, 2014. It was subsequently sent to the Board of Trustees for a supermajority vote needed for approval. It was approved unanimously on May 27th, 2014 by the Board of Trustees. The applicant wishes to resubmit for minor changes to the previously approved special use Final Planned Development.

ZONING

The proposed project is located in the C-3 Centralized Commercial District. This district is focused on pedestrian commercial shopping and the preservation of historic characteristics as well as supporting planned commercial and residential development. Residential uses are not permitted on the first floor, but the district does support multi-family residential buildings from five to twenty one units.

If this project were submitted at a later date, it would very likely be subject to the new zoning requirements pursuant to the Zoning Modernization initiative. The new zoning district developed out of the Zoning Modernization (ZM) project (anticipated for adoption in 2016) would be SA 4a General Mix. Building types permitted in this district would be the General Building and the Row Building type. The Row Building type has a proposed build-to zone of 10 to 20 feet.

PUBLIC COMMENT

No public comments that pertain to the Final PD application have been submitted to Village Hall in person or by written document as of the writing of this report. Any comments that are submitted will be presented at the Planning and Zoning Commission public hearing.

DISCUSSION

Staff recommends approval of the minor design changes proposed in this modified Final PD. Since the previously approved Final PD the Village has engaged in research and consultation for the ZM project. The major elements of the ZM include form based-code, transit-oriented development, as well as expedited reviews for development.

This long term success of this project would be benefitted by conforming to setback and parking requirements proposed in the ZM project. It is reasonable to expect an increase in development in

the proposed new districts; therefore, the final PD that currently has a 41 foot setback would be out of date and out of character to the surrounding neighborhood.

Additionally, the project site is in a highly visible location. Because of that, the Village must prioritize this area for increasing standards of business retention and attraction, redevelopment, and high quality design.

The concerns about alley access and infrastructure posed by the applicant are valid. Staff suggests that the applicant work with staff to mitigate these concerns until a long term solution to the alley infrastructure can be reached.

CONDITIONS FOR APPROVAL OF FINAL PLANNED DEVELOPMENTS
A Final Planned PD Development should be reviewed on the following three criteria. (Village staff comments are in italics.)

A) Whether the proposal is in general conformity with the previously approved preliminary planned development proposal

The previously approved preliminary planned development proposal generally conforms to the final PD application reviewed here. The minor changes include a reduction of square feet largely due to the increase in side setbacks. This change is minor and is seen to be an improvement to the overall design. Additionally, higher quality materials are expected to be used (e.g. exterior façade finishes). On the whole, the Final PD is in general conformity with the previously submitted and approved the preliminary PD.

B) Whether 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

This project is a critical component to the transit-oriented development near the Metra station. Additionally, the proposed project would be a valuable addition to the Village's housing stock.

C) Whether the proposal requires additional conditions or restrictions to protect the public interest and adjacent areas, improve the development and ensure compliance with existing village ordinances.

The proposal has been reviewed by staff and conditions were recommended before approval. These conditions should be reviewed and discussed in order to determine their significance to the protection of public interest. See recommendation section below.

RECOMMENDATIONS

Based on the analysis above, Village staff believes that the special use Final PD application should be approved. If the Planning and Zoning Commission votes to recommend approval of the Final PD staff recommends including the following conditions of approval to be forwarded to the Village Board of Trustees:

- Decrease the front setback from 41 feet to a range of 10 to 20 feet;
- Relocate parking to the rear of the building;
- Applicant work with staff on an updated landscape plan.

Village staff believes that said conditions would strengthen the overall project, by increasing compatibility with adjacent uses, and harmonizing with the new ZM regulations likely to be adopted in 2016.

The Planning and Zoning Commission should discuss and determine whether the special use Final PD should be recommended to the Village Board of Trustees for approval, or approval with conditions. If Commissioners are in agreement with the staff findings they may adopt staff's findings or edit as necessary.

Staff Report Approved By:

N. W. Greifer

Nicholas W. Greifer
Village of Brookfield
Community and Economic Development Director

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: Michael Gatto 847.778.9626
2. Petitioner's Name: Grossdale Properties, L.L.C.
3. Petitioner's Address: 4745 Main St. Suite 205, Lisle, IL 60532
4. Phone Number: 847.778.9626
5. Email Address: Mikegatto@gmail.com
6. Fax Number:
7. Owner of Record Name: Grossdale Properties
8. Owner of Record Address: 1805 Midwest Club Pkwy. Oak Brook, IL 60523

Property Information:

9. Common Street Address: 8934 Fairview Ave.
10. Legal Description: Lots 39,40 and 41 in block 19 in Grossdale, A subdivision of the south east 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): PINs: 15-34-420-017:019
12. When did the owner acquire the property? 2013
13. Is the petitioner in the process of purchasing the property? Yes____ No X
    If so, is the purchase contingent on approval of final PD? Yes____ No____
14. Is your property use presently (check one): Conforming X Non-conforming ____
15. If the property is a non-conforming use, please explain: ____
16. Surrounding Zoning and Land Use:

	Zoning District	Land Use
North	C3	commercial retail
South	C3	commercial office
East	C3	multi-use residential/office
West	C3	multi-family

Final Planned Development Application, continued

17. What is the current Zoning Classification of the subject property? C-3

18. What is the date of Preliminary PD approval? _____ Ordinance No. PC 14-04

19. Are there any additional variations requested at this time? If so, please describe:

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

Side yard setback increased; Total building footprint reduced; Exterior materials replaced.
See attached descriptive narrative.

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

There are no additional variations being requested.

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

There are no additional suggested conditions at this time.

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.

Petitioners Signature — Date: 5/27/16

Owner's Signature (or authorized agent) — Date: 5/27/16

Amendments to the PD located at 8934 Fairview Ave.

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

The planned development has been modified in the following ways:

The side yard setback has been increased from zero (0') feet to three (3') feet.

This variation was originally sought in light of the fact, as the C-3 zoning district is a mixed-use district it has different standards for different land uses. In the case of a residential use, the ordinance asks for a 10% or 7.5 foot side yard, however if a commercial non-residential use were to be proposed, the ordinance indicates that no side yard is required. The proposed building is of such scale that all light and ventilation can be provided via fenestration along the north and south sides of the building and the sidewalls of the building can be designed and built without doors or windows. This approach protects both the rights of the tenants and owner of the proposed subject building from future new development or redevelopment which may build up to the common property line and also relieves the neighboring property owners from any obligations to provide a side yard to the proposed residential structure in order to safeguard resident's views, security and light and ventilation concerns. Although we have reduced the footprint of the building through applying efficient design practices, the project will still require a setback variation to three (3') feet.

The total area of the building has been reduced to accommodate a three (3') foot setback.

The overall footprint has been modified to create a more efficient use of the land area. The development has been able to achieve the desired goals through the implementation of more proficient interior space plans.

The exterior design and materials have been modified.

The exterior design has been modified to create a modern and more marketable building to accommodate the demands of the contemporary renter. The exterior elements have been changed from a monochromatic brick façade to a unique combination of masonry, masonry board, and wood elements. The development will greatly benefit from this update and increase the chances of creating a successful project.

Response to Setback

Through the plan review process, we have had the opportunity to discuss different potential locations for the development as it relates to site placement. Based on these discussions we agreed upon the current site plan for the following reasons:

- Effects on neighboring property owners and future relationships
  - Our firm has met with the neighbors of the adjacent properties and has received their approval based on the building being located as far North on the site as possible. This was based on both qualitative and quantitative data offered by both parties.
  - Our firm has conducted a "Shadow Study" that shows the significant benefits to positioning the building as far North as possible. The neighbors have accepted that construction of a larger development next door will hinder light paths, but the mitigation of this is integral to their support of the project.
  - The neighbors to the West have also suggested that if the building was positioned further to the south, it would create a "tunnel" effect for their main entrance to their homes.

- Condition of Alley
  - In order to position the building further south, we would need to utilize the alleyway for access. This is a less than ideal situation for the high end product type our firm is aiming to deliver.
  - The condition of the alleyway itself is currently of poor condition, and in order to be a main thoroughfare for the building would need a significant and costly upgrade.

- Scale and intensity relative to adjacent properties
  - The project is located between a two-story townhouse development and a repurposed single family home.
  - The bulk of this new development will be much larger than the adjacent properties and allowing an increased setback will be able to alleviate the scaling from a single-family home to a 3-story multi-family building, then to a two story townhouse.

Standards for Approving Preliminary Planned Developments
Property Located at 8932-8936 Fairview Avenue Brookfield, Il

1. How is the proposal compatible with the goals and objectives of the Brookfield 2020 Master Plan?

The petitioner's development team obtained and carefully reviewed the Brookfield 2020 Master Plan even before potential properties were identified. The development team understands and appreciates the fact that a successful development needs to meet the objectives of the developer/owner as well as of the host community.

The petitioner is of the opinion that the proposed multi-family development is compatible with and furthers the goals and objectives of the Village's Master Plan in the following ways.

On page 20 of the Master Plan, Goal 3 states, "Revitalization of the Eight Corners area and the Downtown/Brookfield Metra Station area as the Village's primary mixed-use pedestrian environments."

The proposed development furthers this goal by establishing a new multiple-family residential building on a currently vacant parcel of land that due to its excellent location is able to take full advantage of Brookfield Metra Station located within easy walking distance from the development site. The proposed building will add to the desired mutually reinforcing mix of commercial, retail, restaurant, entertainment and multi-family uses, which make up this neighborhood. The proposed building, although having only 9 dwelling units will add to the customer base of the existing and future businesses located adjacent to the Metra Station.

On page 20 of the Master Plan, Goal 4 states, "Develop aesthetically pleasing and functionally well-designed retail and commercial areas."

The petitioner clearly understands that the proposed development is neither retail nor is it commercial in nature, however there were several objectives stated under this goal, which the development team determined, should apply to this project. The objectives state that development should among other things "encourage high-quality site development amenities, " and that "new development and redevelopment of private property is designed in scale with, and complimentary to, existing development." The petitioner shares the philosophy of these objectives and is of the opinion that the proposed site plan and building elevations clearly depict that the proposed building will once built, further these objectives.

On page 27 of the Master Plan, careful consideration was given to the section entitled

Multi-Family Residential.

The petitioner is of the opinion that the proposed development furthers the objectives described under this section as follows. First, new multi-family residential development adds to the range of multi-family residential by adding to the stock of upscale dwellings and will do so by taking advantage of a desirable in-fill parcel within convenient walking distance to the Brookfield Metra Station.

The proposed development is being designed to be architecturally refined and will upon its completion to be pleasant and interesting in appearance. Specification for the proposed building call for quality building materials that will meet or exceed the Village's building and life safety code standards.

With respect to parking, the proposed building is being designed with 1.5 parking spaces per dwelling unit. Given the convenient location of the property to the Brookfield Metra Station, perhaps one parking space per dwelling unit would be adequate, however in order to both provide a quality living experience and to be competitive 1.5 spaces per unit is being proposed.

2. How does the proposal promote high standards in design, site planning and construction?

This standard is best responded to with the suggestion that the drawings do a far better job of illustrating that high standards of design and site planning have been achieved than can be described in text. That said, it was a key objective of the developer to construct a building that will have clean architectural lines, which will continue to be attractive and current well into the future. As this building will be built and held by the petitioner for some time into the future, the goal is to construct the building of course to the Village's life safety and building code standards, but beyond that to a standard which maximizes the longevity of the building and minimizes the need for repetitive maintenance due to the utilization of lesser cost materials.

The petitioner has approached the development of the proposed multi-family residence by first assembling a team of consultants including an architect, a land planner, a civil engineer, a general contractor, legal counsel and financial experts. The next step was to meet with the Village's Staff to determine what type of development is desired and what were the rules, regulations and guidelines governing new development. Finally, an appropriate parcel of land was secured which met the objectives of the Village and the needs and the goals of the petitioner. Every effort has been made to design a residential product, which would be appealing to future residents in terms of quality of construction, thoughtfulness of design, and desirability as to location.

3. How does the proposal provide a safe and desirable environment?

With respect to safety, the proposed residences are being designed so that they may be constructed consistent with current building and life safety codes. This includes the provision of a fire alarm and sprinklering system, a security access system and appropriate exterior lighting. Additionally, the dwelling units are being designed to be spacious with condominium quality finishes and appointments with each dwelling unit having its' own private exterior deck.

4. How does the proposal provide for adequate open space for recreation and other community and/or development needs?

As this is a compact site at the edge of the Brookfield Station commercial area, the opportunities to provide open space and recreational opportunities are by nature very limited. For a project like this, active recreational and open space opportunities for the residents would most likely be satisfied either at public park lands or at private or semi-private recreational facilities. Nonetheless, occupants of this residence will each have their own private semi-enclosed deck or balcony area in order to enjoy the outside during the clement periods of the year. Additionally, the plan has been designed to provide attractive landscaping in the front yard area, alongside the parking areas and in foundation planting areas as such are depicted on the plans.

5. How does the proposal present creative and workable approach in land development?

The subject site is located within a C-3 Centralized Commercial District near the westerly section of the Brookfield Station area. As the C-3 zoning district is a mixed use zoning district which authorizes retail and service uses along with multiple family residential uses, consideration was given as to how best site a multiple family residential dwelling onto the subject land which would be compatible with both existing uses and potential future land uses that may be developed adjacent to the subject property.

The proposed building is to sited on the parcel with a setback of slightly more than 33 feet from the front property line and has a proposed rear yard of slightly more than 28 feet along the rear. There will be proposed sideyard setback of 3 feet. Also, as this building is to be an exclusively residential, a design approach was taken of elevating the lowest residential floor by a distance of 3.33 feet above front grade in order to provide a greater degree of privacy and security over what an at-grade or nearly at-grade first floor elevation would afforded.

6. How is the design compatible with adjacent properties and adjacent neighborhoods?

Every effort has been made to insure that the proposed development will fit in and will be an asset to the Village of Brookfield in general and to the specific site in specific. As previously noted careful consideration has been given to the fact that the subject site is zoned C-3 and accommodations were made to the likelihood that there might be non-residential buildings and uses neighboring the future building. The height of the building was limited to three stories, which appears to be consistent with both residential buildings and commercial buildings in the neighborhood. Additionally, off-street parking at the rate of 1.5 spaces per dwelling is being provided for the convenience of the residents.

7. How does the development provide for land uses, both initial and potential, which will be compatible with the existing surrounding land uses?

Mention was made in previous sections regarding the attention given to the design and location of the proposed building in consideration of the mixed-use nature of the underlying C-3 zoning district. More from a land use perspective, the addition to premium multiple family residences in the proposed location is a supportive land use action to the commercial uses of the Brookfield Station business area. Additional population living within walking area of the retail, commercial and hospitality uses will present more potential patrons. Additionally, new development in any given geographic area tends to generate additional interest from the development community to also give consideration to possible additional development or to re-development.

8. By virtue of its benefit to the Village and unique and creative design, how does the proposal justify the intended variations from the strict implementation of the Zoning Ordinance and justify any special uses requested?

The proposed planned development has three variations which are being sought in order for the development to be built as designed.

First, is a variation is being sought to permit residences on the first floor of the building. The C-3 zoning district specifies that multi-family residential dwellings are authorized as a special use above the first floor (Section 30-6.02 A. Uses), however the Comprehensive Plan recognizes that multiple family residences are a viable and desirable land use with the statement; "Upper residential units are permitted by right in this district, but first floor residential development requires planned development approval." (2020 Master Plan Page 57, under heading "Zoning") The proposed building is located some distance west of the store-front style buildings located on the north side of Fairview west of Grand, had been designed with a setback of approximately 33 feet and has been designed with a finished floor elevation of approximately 3.33 feet above grade in order to provide privacy as well as separation.

Second, a variation is being sought to reduce the side yard setback on both the east and west side of the proposed building from 10% of the lot width or 7.5 feet each. This variation is being sought especially in light of the fact, as the C-3 zoning district is a mixed-use district it has different standards for different land uses. In the case of a residential use, the ordinance asks for a 10% or 7.5 foot side yard, however if a commercial non-residential use were to be proposed, the ordinance indicates that no side yard is required. The proposed building is of such scale that all light and ventilation can be provided via fenestration along the north and south sides of the building and the sidewalls of the building can be designed and built without doors or windows. This approach protects both the rights of the tenants and owner of the proposed subject building from future new development or redevelopment which may build up to the common property line and also relieves the neighboring property owners from any obligations to provide a side yard to the proposed residential structure in order to safeguard resident's views, security and light and ventilation concerns.

Finally, a variation is being sought from the parking requirement of 2 parking spaces per dwelling unit to 1.56 parking spaces per dwelling unit. The proposed 9 unit multi-family dwelling proses to provide a total of 14 spaces, which includes one handicap, sized parking space.

The 2020 Master Plan recognizes that properties within the Brookfield Station area are desirable to transient oriented Downtown Chicago workers who do not need to depend on a car to travel back and forth to work. The 2020 Master Plan page 64, second column under the heading "Establish Parking Regulations Unique to a Mixed-Use, Transit -Oriented Area" states the following: "The current code requires two off-street parking spaces per residential unit regardless of the unit's size (number of bedrooms). One space per one- or two-bedroom unit is more appropriate. In a transit-oriented pedestrian friendly downtown, different standards should be applied than if the same square footage of development occurred elsewhere in the community."

The petitioner is in agreement that 2 spaces per dwelling unit is a bit excessive, however providing 1.56 spaces per dwelling provides for a few extra spaces to accommodate future residents who may start out riding the train to their employment in Downtown Chicago and then change employment which requires them to drive to an area not served by a mass transit service. The slightly greater number of spaces also permits some potential for a limited amount of off-street parking for guests.

9. How do any conditions offered allow the proposal to meet the intent, purpose, and standards established for the zoning district(s) in which it is located?

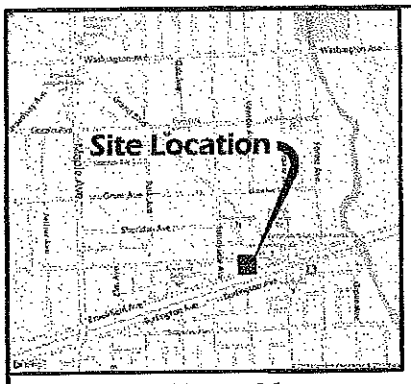
The stated purpose of the C-3 zoning district is as follows. "The C-3 Centralized Commercial Districts are intended to provide for the development of a concentrated pedestrian oriented commercial shopping area. This type of district provides a symbiotic relationship with public transportation and public services in the immediate vicinity. This district is intended to encourage the preservation of the historic characteristics of the district while encouraging the establishment of planned commercial and residential development."

The proposed 9-unit multiple-family residential clearly satisfies the intention of the C-3 districts objective of encouraging residential development. The close proximity of the subject site to the Brookfield Station will appeal to a substantial population of professionals who work in the downtown Chicago market area and will therefore take advantage of the commuter trains resulting in pedestrian movement between the proposed residences and the Brookfield Station. The additional people who will move into and become residents of this neighborhood will become customers and patrons of the restaurants, entertainment establishments, retail and service uses fulfilling the symbiotic relationship of a mixed use residential and commercial pedestrian oriented living environment.

10. How does the proposal protect the public health, safety, convenience, and general welfare of the community?

The proposed development is being proposed in a manner that will be consistent with the building and life safety codes of the Village of Brookfield. It has been designed with appropriate site access for emergency services. The proposed site will have adequate off-street parking facilities for residents' use while being so located as to take advantage of the commuter railroad facilities that are within easy walking distance from the proposed building. Finally, this building if approved will add to the diversity of the housing stock of the Village of Brookfield.

ALTA/A.C.S.M.
LAND TITLE SURVEY



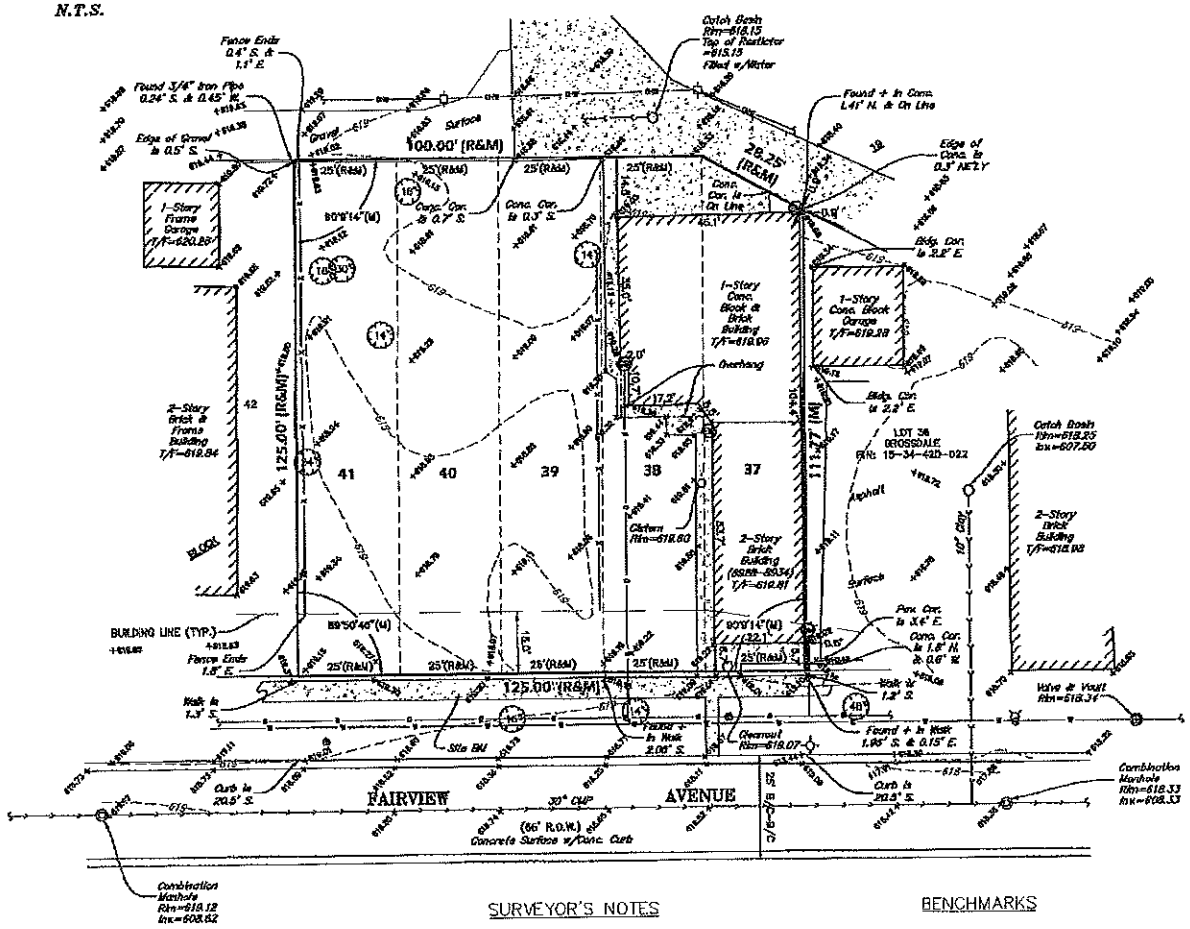
Location Map
N.T.S.

SYMBOL LEGEND

- MANHOLE
- CATCH BASIN
- WATER VALVE
- HYDRANT
- VALVE & VAULT
- BUFFALO BOX
- POWER POLE
- STREET LIGHT
- GAS METER
- ELECTRIC METER
- CLEANOUT STRUCTURE
- FENCE LINE
- (R) – RECORD DATA
- (M) – MEASURED DATA
- OHW – OVERHEAD WIRES
- UGG – UNDERGROUND GAS LINE
- EXIST. CONTOURS
- COMBINATION SEWER
- STORM SEWER
- WATERMAIN
- XXX.XX – EXISTING ELEVATION
- DECIDUOUS TREE, LESS THAN 6" DIA. UNLESS OTHERWISE NOTED
- CONCRETE SURFACE

N

SCALE: 1"=20'



PARCEL DESCRIPTIONS

LOTS 37, 38, 39, 40 AND 41 IN BLOCK 10 IN GROSSDALE, A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SURVEYOR'S CERTIFICATE

TO: FIRST NATIONAL BANK OF BROOKFIELD

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, AND 7a OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON NOVEMBER 15, 2013.

DATED THIS 15TH DAY OF NOVEMBER, 2013.

JEFFREY R. HANSON PROFESSIONAL 3483 STATE OF ILLINOIS LAND SURVEYOR

IPLS No. 3483
MY LICENSE EXPIRES 11/30/12

PROFESSIONAL DESIGN FIRM NO. 184-004196

SURVEYOR'S NOTES

1. THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD MARKS ON THE GROUND, AND ABOVE GROUND OBSERVABLE EVIDENCE ONLY. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
2. COMPARE THE DESCRIPTION ON THIS PLAT WITH YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE; ALSO COMPARE ALL POINTS BEFORE BUILDING BY SAME, AND REPORT ANY DIFFERENCE IMMEDIATELY.
3. BUILDING LINES ARE SHOWN ONLY WHERE THEY ARE SO RECORDED ON THE MAPS. REFER TO YOUR DEED OR ABSTRACT FOR ADDITIONAL ZONING RESTRICTIONS
4. THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE AND EMBOSSED SEAL.
5. EASEMENTS AND SERVITUDES SHOWN HEREON ARE BASED UPON A TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY IDENTIFIED AS NUMBER 1410 NW7110225 DNP WITH AN EFFECTIVE DATE OF SEPTEMBER 20, 2013.
6. (R) = RECORD DATA
   (M) = MEASURED DATA
7. AREA OF SURVEY= 15,460 SQ. FT., OR 0.355 ACRES, MORE OR LESS.
8. PROPERTY DESCRIBED HEREON LIES WITHIN ZONE X AS DELINEATED ON THE NATIONAL FLOOD INSURANCE RATE MAP 17031C0478J WITH AN EFFECTIVE DATE OF AUGUST 19, 2008.

BENCHMARKS

REFERENCE BENCHMARK #53

ELEVATION = 620.72

SITE BM – CUT CROSS IN WALK ON THE NORTH SIDE OF FAIRVIEW AVENUE APPROXIMATELY 39' EAST OF THE SOUTHWEST CORNER OF SITE.

ELEVATION = 619.12

JOINT UTILITY LOCATING INFORMATION FOR EXCAVATORS
Call (It's law, before you dig. Excavators Safe, Inc. is free.)
1-800-892-0123

PREPARED FOR: Dowdiuk
JOB ADDRESS: 8928-8934 Fairview Avenue
Brookfield, IL

Professional Land Surveying, Inc.
3080 Ogden Avenue Suite 107
Lisle, Illinois 60532
Phone 630.778.1757 Fax 630.778.7757

DRAWN BY: SMR FLD. BK./PG. NO.: 105/76
COMPLETION DATE: 11-18-13 JOB NO.: 138834
REVISED: 12-11-13/SMR ADD TOPO INFO

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SIGNATURE APARTMENTS
A NEW 9 UNIT APARTMENT BUILDING
AT
8934 FAIRVIEW AVENUE
(LOTS 39, 40, AND 41 OF GROSSDALE SUBDIVISION)

SCHEDULE OF SYMBOLS & MATERIALS

SYMBOLS

DETAIL OR SECTION NUMBER
TITLE
SCALE
SHEET WHERE IT IS REFERENCED FROM
DIRECTION OF CUT
SECTION NUMBER
BUILDING ON WALL OR DETAIL SECTION
SHEET NUMBER WHERE DRAWN
DIRECTION OF CUT
PARTIAL SECTION
PARTIAL SECTION NUMBER
SHEET NUMBER WHERE DRAWN
DETAIL NUMBER
SHEET NUMBER WHERE DRAWN
AREA OF ENLARGEMENT
ROOM NAME
ROOM NUMBER
WINDOW NUMBER
DOOR NUMBER
FINISH PER SCHEDULE SHOWN ON THAT SHEET
NEW GRADE ELEVATION
EXIST GRADE ELEVATION
F. SHOWN BELOW YOUTSIDE OF ROAD
SPOT FINISH GRADE ELEVATION
KEYNOTE, EQUIPMENT ITEM, PER SCHEDULE SHOWN ON THAT SHEET
COLUMN, BUILDING RING
FINISH ELEVATION
HIDDEN LINE
CENTERLINE, WITNESS LINE, LIMIT LINE, EXTENSION LINE
DEFINES VIEWING DIRECTION FOR INTERIOR ELEVATIONS
INTERIOR ELEVATION NUMBER
LOCATION IF NOT ON SAME SHEET
REVISION NUMBER AND AREA

MATERIALS

EXIST	NEW	REMOVED	
			BRICK OR CMU
			STUD PARTITION
			MASONRY WALL
			CONCRETE
			DRAINAGE FILL
			METAL
			BATT INSULATION
			ROID INSULATION
			GYPSUM BOARD
			PLYWOOD

GENERAL NOTES

ALL WORKS SHALL REMAIN A HELD AND CONTROLLED TRADE UNDER RECOGNIZED UNIONS, AND SHALL BE RECOGNIZED WITH ALL VALUES HELD AGREEMENTS FOR THE GOODS BEFORE FULL COMPLIANCE & RESPONSIBILITY OF THOSE LICENSE SHALL BE ATTACHED TO THE RELEASE BEFORE GOODS, MATERIAL POWER & SERVICES SHALL THOSE SHALL HAVE BEEN AND RELEASE THE COST OF THOSE ITEMS FOR EACH TRADE WORK.

1. LOCATIONS AND SIZES OF EXISTING CONDITIONS WERE OBTAINED FROM TITLE NOTES AND SIMILAR SUPPLIED INFORMATION. CONTRACTOR(S) SHALL FIELD VERIFY ALL EXISTING CONDITIONS. DO NOT SCALE THE DRAWINGS. ALL FINAL DIMENSIONS MUST BE FIELD VERIFIED.
2. CONTRACTOR(S) SHALL ENSURE THAT ALL WORK IS PERFORMED IN ACCORDANCE WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL BUILDING REGULATIONS, CODES, ETC. PERTAINING TO THE WORK INCLUDED FOR THIS PROJECT. IF IN THE PERFORMANCE OF THIS PROJECT, THE CONTRACTOR DISCOVERS ANY OF ITS PARTS OR ANY WORK THAT THE CONSTRUCTION DOCUMENTS COMPLIED WITH BUILDING CODE OR REGULATIONS, HE MUST NOTIFY THE OWNER AND ARCHITECT IN WRITING BEFORE PROCEEDING WITH THE AFFECTED WORK. IF THE CONTRACTOR PERFORMS ANY WORK THAT HE KNOWS OR REASONABLY SHOULD KNOW IS CONTRARY TO SUCH LAWS, CODES, ORDINANCES, RULES AND REGULATIONS, AND FAILS TO NOTIFY THE OWNER AND ARCHITECT OF THE POTENTIAL CONFLICT TO THE EXTENTION OF THE ARCHITECT'S AND OWNER'S REVIEW, HE SHALL ASSUME RESPONSIBILITY FOR SUCH WORK AND SHALL BEAR THE COSTS FOR CORRECTION ATTRIBUTABLE TO SUCH VIOLATIONS.
3. THESE DRAWINGS ARE FOR GENERAL BUILDING PERMIT. A SEPARATE PERMIT SHALL BE REQUIRED FOR FIRE SUPPRESSION SYSTEM.
4. CONTRACTOR(S) SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, ETC. AS REQUIRED TO PROVIDE AND COMPLETE THE WORK. CONTRACTOR(S) SHALL COORDINATE WITH THE OWNER ON SITE USE OF EXISTING UTILITIES AND ON SUPPLY UTILITIES AS REQUIRED TO COMPLETE THE WORK.
5. CONTRACTOR(S) SHALL PROVIDE ALL REQUIRED BUILDING EQUIPMENT, DISPOSAL OF ALL MATERIAL AND FINAL CLEANUP AS REQUIRED TO COMPLETE THE WORK UNLESS NOTED OTHERWISE.
6. THE GENERAL CONDITIONS FOR THIS PROJECT ARE BY REFERENCE A.I.A. DOCUMENT A201 LATEST EDITION, AND IS HEREIN PART OF THESE CONTRACT DOCUMENTS IN ENTIRETY. BY SUBMITTING A BID, THE CONTRACTOR AGREES TO BE BOUND BY THEM, UNLESS SO STIPULATED ON BID FORM SUBMISSION.
7. IN ADDITION TO THE REQUIRED APPLICABLE CODE, ELECTRICAL WORK SHALL ALSO BE IN COMPLIANCE WITH THE 2008 EDITION OF THE NATIONAL ELECTRICAL CODE, ELECTRICAL BOARD FOR THE STATE OF RESIDENTIAL, INDUSTRIAL, ETC. WHERE ARE IN FORCE UNLESS OTHERWISE NOTED. PROVIDE ALL PERMANENT WIRING AND CONNECTIONS FOR ALL MECHANICAL EQUIPMENT, INCLUDING CONTROL WIRING AND INTERLOCKS AND CONNECTIONS TO FIRE ALARM SYSTEM AS REQUIRED.
8. CONTRACTOR(S) SHALL COORDINATE ALL WORK WITH ALL OTHER TRADES AS REQUIRED TO COMPLETE THE WORK.

FIRE PROTECTION SYSTEMWISH:
DRAWINGS BY CERTIFIED FIRE SUPPRESSION AND/OR FIRE ALARM CONTRACTOR(S) SHALL BE SUBMITTED FOR REVIEW, AND SEPARATE PERMITS ARE REQUIRED.

ADDITIONAL DEFINITIONS:

"APPROVED" – WORK TO DELIVER EQUIPMENT TO BE INSTALLED WITH ALL MANUFACTURERS' PRINTED INSTRUCTIONS AND LITERATURE AND ALL FULL DETAILS, RECOMMENDATIONS AND PLACING SAID ITEMS IN SERVICE.

"FURNISH" – SHALL TO SUPPLY, DELIVER TO SITE, INSTALLATION, ADJUSTMENT AND TESTING ALL REQUIRED EQUIPMENT, MATERIALS AND APPLIANCES IN WORKING ORDER READY FOR THEIR INTENDED USE.

"PROVIDE" – MEANS TO FURNISH AND INSTALL.

CONTACT INFORMATION:

MICHAEL D. GATTO
R.M.G. REALTY GROUP, LLC.
SUITE 100
17W728 BUTTERFIELD ROAD
OAKBROOK TERRACE, IL 60181

(847) 778-9626

LEGAL DESCRIPTION:
LOTS 39, 40, AND 41 IN BLOCK 10 IN GROSSDALE, A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

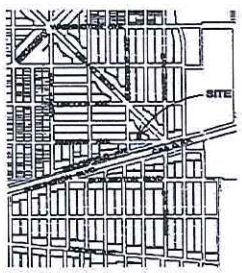
EXISTING ZONING C-3

CODE DATA

APPLICABLE CODES:
2015 International Building Code (WITH LOCAL AMENDMENTS)
2015 International Energy Conservation Code (STATE ADOPTED)
2014 Illinois State Plumbing Code (current edition)
2002 City of Chicago Flexible Code
2015 International Fire Prevention Code or Life Safety Code
(the most stringent applicable controlling)
NFPA 72 – Fire Alarm Code
2010 ADA Accessibility Code
Chapter 12 of Village of Brookfield Municipal Code

THE ABOVE CODES NOT AS CONTAINING SPECIFICATIONS FOR MINIMUM STANDARDS OF THE PROJECT AND INCORPORATED WITH THESE DOCUMENTS BY REFERENCE, NO EXCEPTIONS TO APPLIED STANDARDS UNLESS SPECIFICALLY ANNOUNCED FOR SAME WITHOUT ELIMINATE WITHIN THE CONTENT OF THESE DOCUMENTS ONE NOTE NO. 8 IN GENERAL NOTES, THIS SHEET

USE GROUP "R-3" RESIDENTIAL MULTI-FAMILY
CONSTRUCTION CLASSIFICATION: TYPE 5B WITH FULL 13R SUPPRESSION



VICINITY LOCATION MAP
NOT TO SCALE

DRAWING INDEX

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A-2	SITE GEOMETRIC PLAN
A-3	SITE DETAILS /PASSIVE RADON EVAC. PLAN
A-4	FOUNDATION PLAN
A-5	1st FLOOR PLAN /ROOM, & DOOR SCHEDULE
A-6	2nd FLOOR PLAN /ROOM, & DOOR SCHEDULE
A-7	3rd FLOOR PLAN /ROOM, & DOOR SCHEDULE
A-8	ROOF PLAN
A-9	BUILDING SECTIONS
A-10	BUILDING ELEVATIONS
A-11	REFLECTED CEILING PLANS /ENLARGED STAIR PLAN
A-12	WALL SECTIONS
A-13.0	WALL SECTIONS
A-13.1	WALL SECTIONS
A-14	STRUCTURAL PLANS
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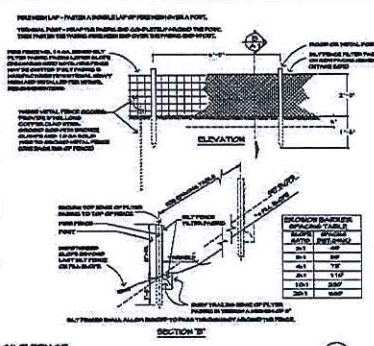
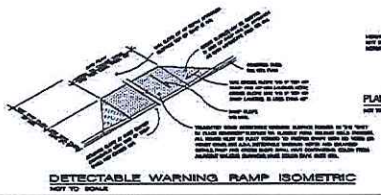
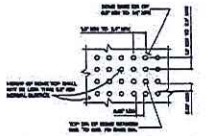
A-24	SITE PHOTOMETRIC PLAN
A-25	LANDSCAPE PLAN
A-26	FIRE SUPPRESSION PLAN

SITE CONDITIONS:

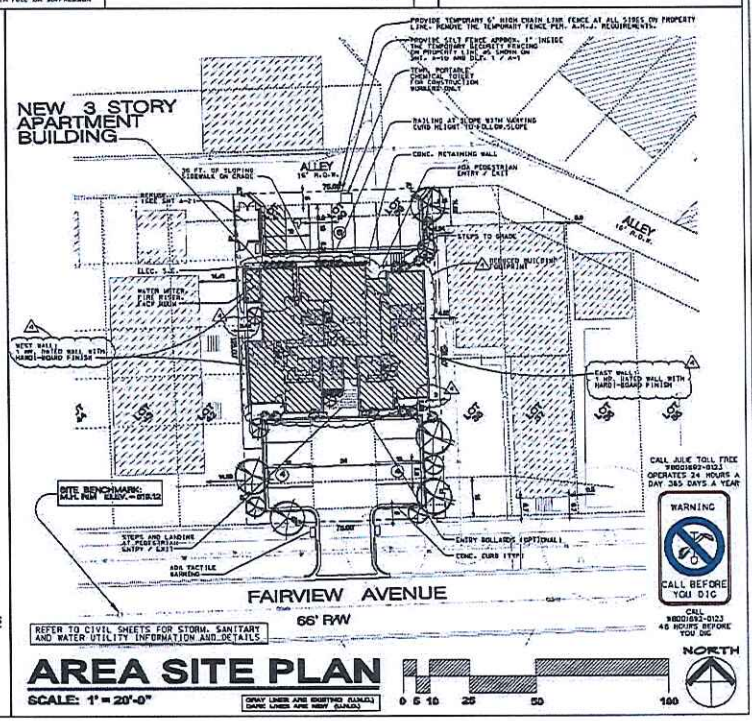
1. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXISTING CONDITIONS AND ADJACENT PROPERTIES, INCLUDING ACCESS FOR THE DEPENDENT AND DELIVERY VEHICLES.
2. CONTRACTOR SHALL ERECT AND MAINTAIN SUFFICIENT WARNING SIGNS AND TRAFFIC CONES PER LOCAL REQUIREMENTS. TRAFFIC SIGNALS SHALL BE APPROVED BY LOCAL AUTHORITIES AND IN PLACE PRIOR TO CONSTRUCTION.
3. DUST CONTROLS AS WATER ARCHITECTURAL/MASON MATERIALS BY MEANS OF ADEQUATE SCAFFOLDING SYSTEMS TO BE ENCLOSED, NO DUST RELEASE SPRINKLING UNTIL SURFACE IS WATERED.
4. CONSTRUCTION ZONES TO BE KEPT CLEAN AND ORGANIZED. WORKER CLEAN CONSTRUCTION AREAS AND STORAGE FACILITIES, AREAS, AND SPECIFICATIONS. ALL WORK SHALL MEET THE CODE REQUIREMENTS FOR SAFETY AND ACCESS OF THE CONSTRUCTION.
5. CONSTRUCTION SHALL BEGIN STORING AWAY FROM ENTRY CHUTES, SAND BAGS AND SIMILAR MATERIALS AS EFFECTIVE BARRIERS AGAINST WATER, SOIL, CONSTRUCTION DEBRIS, PROTECTIVE AND SIMILAR METHODS SHALL BE PROVIDED AS REQUIRED BY LOCAL AUTHORITIES AND AS SHOWN ON THE DRAWINGS. ALL SEDIMENT CONTROL DEVICES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
6. PARKING FOR CONSTRUCTION RELATED VEHICLES SHALL BE RESTRICTED TO AREAS DESIGNATED BY CONSTRUCTION MANAGER FROM TIME TO TIME.
7. SIDEWALKS AND MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND REGULATIONS.
8. SLOPING MEMBERS OF SUPPORT SYSTEM FOR ALL TRENCHES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE CODES AND REGULATIONS.
9. PROVIDE TEMPORARY RAMP OUT SIDEWALK ALL HAULING MATERIALS TO REMOVE AND ALL MATERIALS TO BE REMOVED.







ABBREVIATIONS



AREA SITE PLAN
SCALE: 1" = 20'-0"
(GRAY LINES ARE EXISTING ELEVS.)
(DARK LINES ARE NEW ELEVS.)
0 5 10 25 50 100

CERTIFICATION

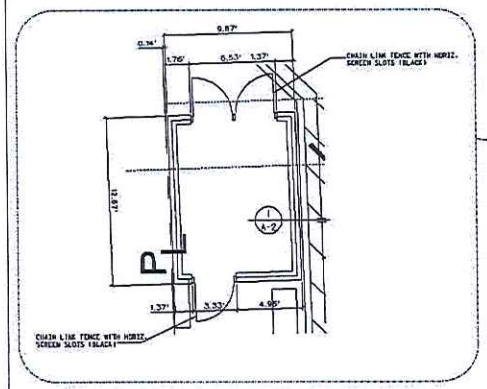
DEAN M. POZARZYCKI, R.A.
ARCHITECT
ARCHITECTURE + LAND USE + PLANNING
6928 MAIN STREET, DOWNERS GROVE, IL
O'KD REG. No. 0-05-07857 650-960-4488

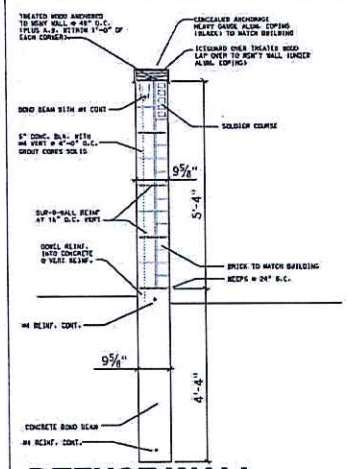
CONTRACTOR IS PENDING BIDS

REVISIONS	
REVISION 1	4 AUGUST 2016
REVISION 2	10 SEPT 2016
REVISION 3	30 OCT 2016
REVISION 4	27 MAY 2016

SIGNATURE APARTMENTS
8934 FAIRVIEW AVENUE
(LOTS 39, 40, AND 41 OF GROSSDALE SUBDIVISION)
BROOKFIELD, ILLINOIS
FOR
R.M.G. REALTY GROUP
17W728 Butterfield Rd., Oakbrook Terrace, IL.

SHEET TITLE: GENERAL SITE PLAN
PROJECT NO. 0-024-13
SHEET A-1
SHT 1 OF 27 TOTAL SHEETS

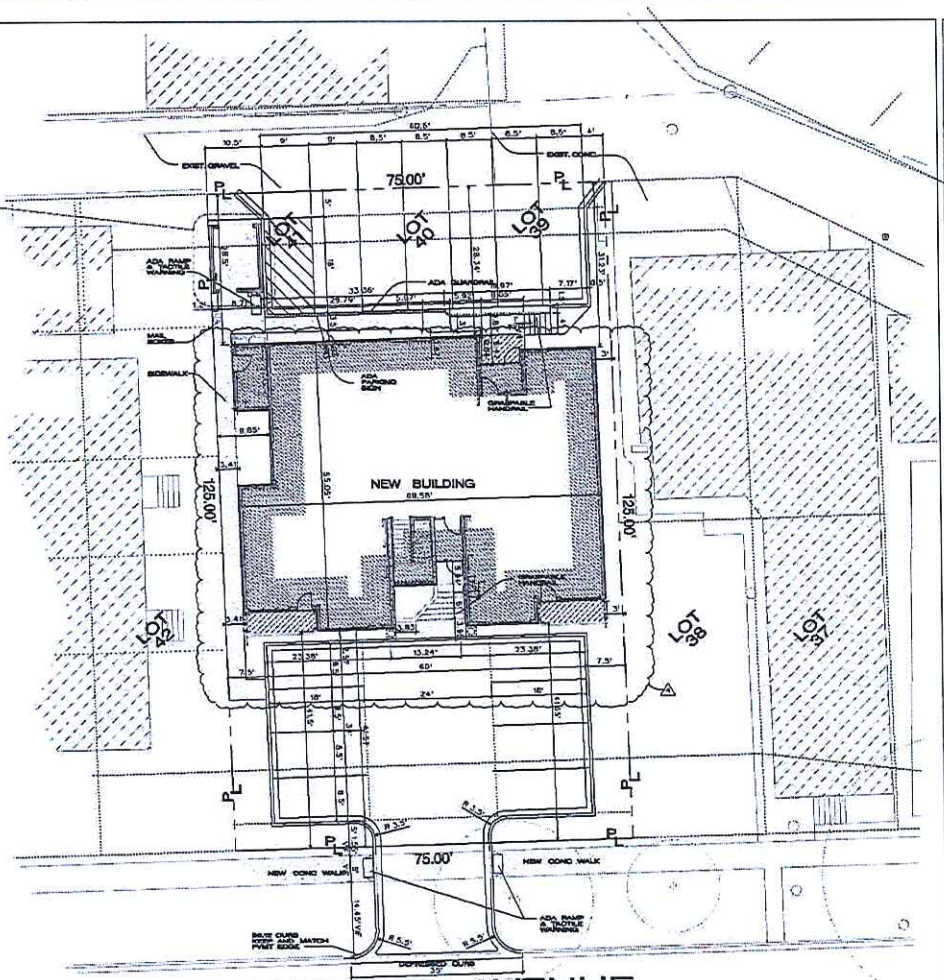




REFUSE WALL DETAIL

1 / A-2

SCALE: 3/4"=1'-0"



SITE GEOMETRICS PLAN

SCALE: 1" = 10'-0"

0 5 10 20 50

REFER TO SHEET A-1 FOR ADDITIONAL INFORMATION. IF THERE IS A DISCREPANCY BETWEEN THIS GENERAL LAYOUT AND THE CIVIL PERMIT DRAWINGS, THE CIVIL PERMIT DRAWINGS SHALL TAKE PRECEDENCE.

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DEAN M. POURSOROS, R.A.
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4729 MAIN STREET, DOWNERS GROVE, IL
(630) 852-1488

CONTRACTOR IS PENDING BIDS

DATE ISSUED
REVISION 1 - 4 JANUARY 2014
REVISION 2 - 28 FEBRUARY 2014
REVISION 3 - 28 MARCH 2014
REVISION 4 - 28 APRIL 2014

SIGNATURE APARTMENTS
6934 FAIRVIEW AVENUE
(LOTS 39, 40, AND 41 OF GROSSDALE SUBDIVISION)
BROOKFIELD, ILLINOIS
FOR
R.M.G. REALTY GROUP
1747/28 Butterfield Rd., Oakbrook Terrace, IL.

SHEET TITLE: SITE GEOMETRICS PLAN

PROJECT NO: 0-024-13

SHEET: A-2

SHT 2 OF 27 TOTAL SHEETS

ALL LOCK SETS SHALL BE BRUSHED NICKEL FINISH AND LEVER A.D.A. COMPATIBLE

DOOR SCHEDULE

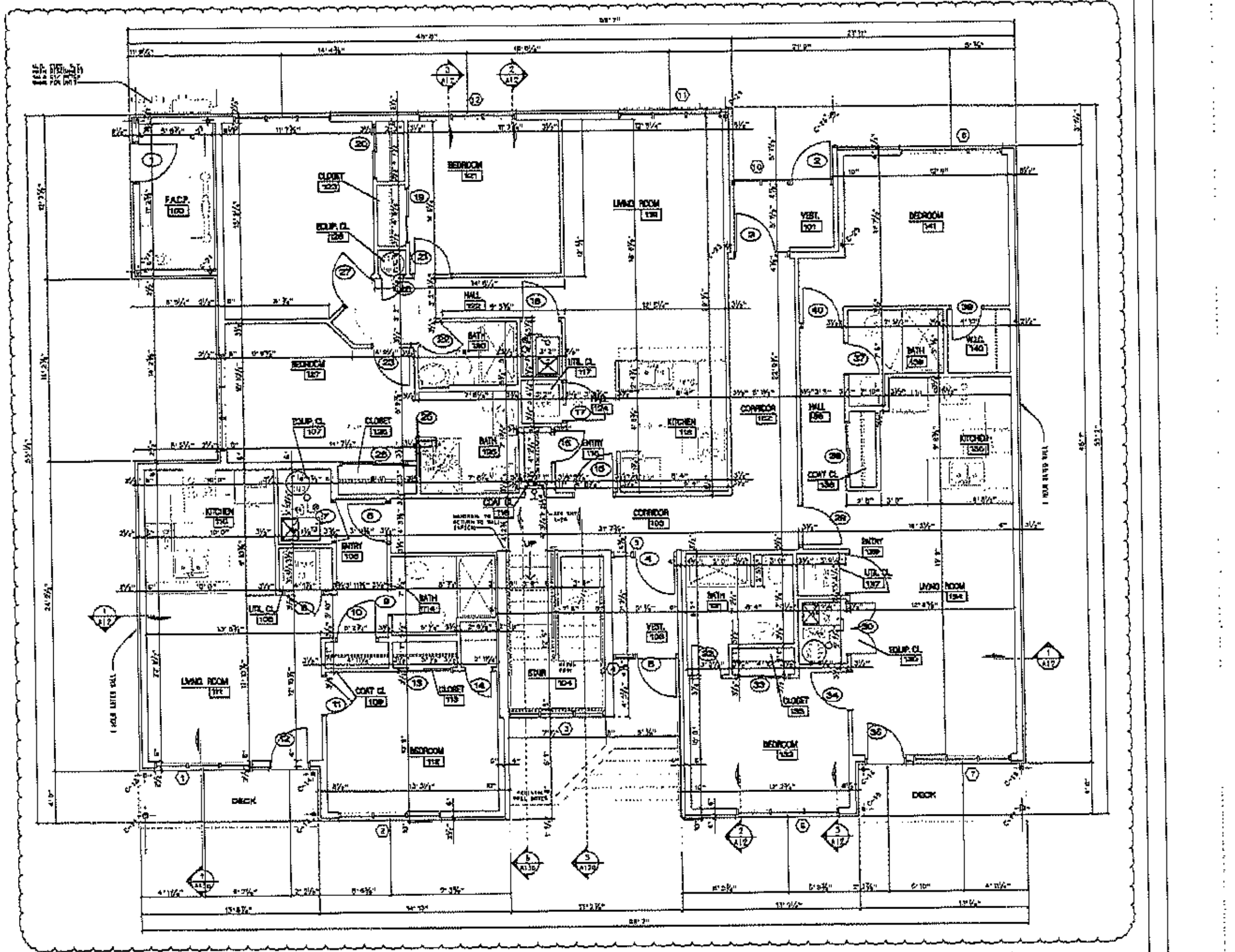
DOOR NO.	DOOR SIZE	DOOR MATERIAL	FRAME MATERIAL	GLAZING	LOCK SET	THRESHOLD	FIRE RATING	REMARKS
1	3'-0" x 7'-0" x 1¾"	HOL. MTL.	H.M.		ENTRANCE	YES	NONE	MAGNETIC WEATHER SEAL CLOSER
2	3'-0" x 7'-0" x 1¾"	ALUM. / TEMP. GL.	ALUM	INSUL. TEMP	ENTRANCE	YES	NONE	WEATHER SEAL CLOSER SECURITY LATCH
3	3'-0" x 7'-0" x 1¾"	ALUM. / TEMP. GL.	ALUM	INSUL. TEMP	ENTRANCE	YES	NONE	WEATHER SEAL CLOSER SECURITY LATCH
4	3'-0" x 7'-0" x 1¾"	ALUM. / TEMP. GL.	ALUM	INSUL. TEMP	ENTRANCE	YES	NONE	WEATHER SEAL CLOSER SECURITY LATCH
5	3'-0" x 7'-0" x 1¾"	ALUM. / TEMP. GL.	ALUM	INSUL. TEMP	ENTRANCE	YES	NONE	WEATHER SEAL CLOSER SECURITY LATCH
6	3'-0" x 7'-0" x 1¾"	S.C.W.D.	H.M.		ENTRANCE	YES	1 HR	WEATHER SEAL CLOSER
7	3'-0" x 7'-0" x 1⅜"	S.C.W.D.	H.M.		PASSAGE	NO		
8	3'-0" x 7'-0" x 1⅜"	S.C.W.D.	H.M.		PASSAGE	NO		
9	2'-10" x 7'-0" x 1⅜"	S.C.W.D.	H.M.		PRIVACY	NO		
10	(2) 2'-0" x 7'-0" x 1⅜"	S.C.W.D.	WD. TO MATCH H.M.		BY-PASS			HEAVY DUTY BY-PASS TRACK & HARDWARE
11	2'-10" x 7'-0" x 1⅜"	S.C.W.D.	H.M.		PRIVACY	NO		
12	3'-0" x 7'-0" x 1¾"	ALUM. / TEMP. GL.	ALUM	INSUL. TEMP	ENTRANCE	YES	NONE	WEATHER SEAL CLOSER SECURITY LATCH
13	(2) 2'-0" x 7'-0" x 1⅜"	S.C.W.D.	WD. TO MATCH H.M.		BY-PASS			HEAVY DUTY BY-PASS TRACK & HARDWARE
14	2'-10" x 7'-0" x 1⅜"	S.C.W.D.	H.M.		PRIVACY	NO		
15	3'-0" x 7'-0" x 1¾"	S.C.W.D.	H.M.		ENTRANCE	YES	1 HR	WEATHER SEAL CLOSER
16	(2) 2'-0" x 7'-0" x 1⅜"	S.C.W.D.	WD. TO MATCH H.M.		BY-PASS			HEAVY DUTY BY-PASS TRACK & HARDWARE
17	2'-6" x 7'-0" x 1⅜"	S.C.W.D.	H.M.		PRIVACY	NO		
18	2'-6" x 7'-0" x 1⅜"	S.C.W.D.	H.M.		PRIVACY	NO		
19	2'-6" x 7'-0" x 1⅜"	S.C.W.D.	WD. TO MATCH H.M.		PRIVACY	NO		HEAVY DUTY POCKET DOOR TRACK & HARDWARE
20	(2) 3'-0" x 7'-0" x 1¾"	ALUM. / TEMP. GL.	ALUM	INSUL. TEMP	ENTRANCE	YES	NONE	PATIO DOOR W/ WEATHER SEAL KEYED TO APT. ENTRANCE LOCK
21	(2) 2'-0" x 7'-0" x 1⅜"	S.C.W.D.	WD. TO MATCH H.M.		BY-PASS			HEAVY DUTY BY-PASS TRACK & HARDWARE
22	2'-10" x 7'-0" x 1⅜"	S.C.W.D.	H.M.		PRIVACY	NO		
23	2'-10" x 7'-0" x 1⅜"	S.C.W.D.	H.M.		PRIVACY	NO		
24	2'-10" x 7'-0" x 1⅜"	S.C.W.D.	H.M.		PRIVACY	NO		
25	2'-6" x 7'-0" x 1⅜"	S.C.W.D.	H.M.		PRIVACY	NO		
26	(2) 2'-6" x 7'-0" x 1⅜"	S.C.W.D.	WD. TO MATCH H.M.		BY-PASS			HEAVY DUTY BY-PASS TRACK & HARDWARE
27	(2) 3'-0" x 7'-0" x 1¾"	ALUM. / TEMP. GL.	ALUM	INSUL. TEMP	ENTRANCE	YES	NONE	PATIO DOOR W/ WEATHER SEAL KEYED TO APT. ENTRANCE LOCK
28	3'-0" x 7'-0" x 1¾"	INSUL. METAL	H.M.		ENTRANCE	YES	NONE	MAGNETIC WEATHER SEAL CLOSER
29	3'-0" x 7'-0" x 1¾"	S.C.W.D.	H.M.		ENTRANCE	YES	1 HR	WEATHER SEAL CLOSER
30	(2) 2'-0" x 7'-0" x 1⅜"	S.C.W.D.	H.M.		PASSAGE	NO		
31	2'-6" x 7'-0" x 1⅜"	S.C.W.D.	H.M.		PRIVACY	NO		
32	2'-6" x 7'-0" x 1⅜"	S.C.W.D.	H.M.		PRIVACY	NO		
33	(2) 2'-0" x 7'-0" x 1⅜"	S.C.W.D.	WD. TO MATCH H.M.		BY-PASS			HEAVY DUTY BY-PASS TRACK & HARDWARE
34	2'-10" x 7'-0" x 1⅜"	S.C.W.D.	H.M.		PRIVACY	NO		
35	3'-0" x 7'-0" x 1¾"	ALUM. / TEMP. GL.	ALUM	INSUL. TEMP	ENTRANCE	YES	NONE	WEATHER SEAL CLOSER SECURITY LATCH
36	(2) 2'-0" x 7'-0" x 1⅜"	S.C.W.D.	WD. TO MATCH H.M.		BY-PASS			HEAVY DUTY BY-PASS TRACK & HARDWARE
37	2'-10" x 7'-0" x 1⅜"	S.C.W.D.	H.M.		PRIVACY	NO		
38	2'-6" x 7'-0" x 1⅜"	S.C.W.D.	H.M.		PRIVACY	NO		
39	2'-10" x 7'-0" x 1⅜"	S.C.W.D.	H.M.		PASSAGE	NO		
40	2'-10" x 7'-0" x 1⅜"	S.C.W.D.	H.M.		PRIVACY	NO		

ROOM FINISH SCHEDULE

NO.	ROOM NAME	WALLS WEST	WALLS NORTH	WALLS EAST	WALLS SOUTH	CEILING	FLOOR	BASE HGT	BASE MATERIAL	REMARKS
100	F.A.C.P. ROOM	P1	P1	P1	P1	P4	EXP. CONC.	4"	VINYL	
101	VESTIBULE	P1	P1	P1	P1	P4	NON-SLIP C.T.	5½"	WOOD (MATCH WALL)	
102	CORRIDOR	P1	P1	P1	P1	P4	NON-SLIP C.T.	5½"	WOOD (MATCH WALL)	
103	CORRIDOR	P1	P1	P1	P1	P4	NON-SLIP C.T.	5½"	WOOD (MATCH WALL)	
104	1ST FL. STAIR	BRICK		BRICK			EXP. CONC.			[illegible]
105	VESTIBULE	P1	P1	P1	P1	P4	NON-SLIP C.T.	5½"	WOOD (MATCH WALL)	
106	APARTMENT ENTRY	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
107	EQUIPMENT CLOSET	P3	P3	P3	P3	P4	C.T.	4"	VINYL	
108	UTILITY CL.	P3	P3	P3	P3	P4	C.T.	5½"	WOOD (MATCH WALL)	
109	COAT CLOSET	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
110	KITCHEN	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	C2 FROM COUNTER TO UNDER WALL CAB.
111	LIVING ROOM	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
112	BEDROOM	P1	P1	P2	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
113	CLOSET	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
114	BATH ROOM	C1	C1	C1	C1	P4	C.T.		C.T.	
115	APARTMENT ENTRY	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
116	COAT CLOSET	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
117	UTILITY CL.	P3	P3	P3	P3	P4	C.T.	5½"	WOOD (MATCH WALL)	
118	KITCHEN	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	C2 FROM COUNTER TO UNDER WALL CAB.
119	LIVING ROOM	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
120	BATH ROOM	C1	C1	C1	C1	P4	C.T.		C.T.	
121	BEDROOM	P1	P1	P2	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
122	HALLWAY	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
123	CLOSET	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
124	HALLWAY	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
125	BATH ROOM	C1	C1	C1	C1	P4	C.T.		C.T.	
126	CLOSET	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
127	BEDROOM	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
128	EQUIPMENT CLOSET	P3	P3	P3	P3	P4	C.T.	4"	VINYL	
129	APARTMENT ENTRY	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
130	EQUIPMENT CLOSET	P3	P3	P3	P3	P4	C.T.	4"	VINYL	
131	BATH ROOM	C1	C1	C1	C1	P4	C.T.		C.T.	
132	BEDROOM	P2	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
133	CLOSET	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
134	LIVING ROOM	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
135	KITCHEN	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	C2 FROM COUNTER TO UNDER WALL CAB.
136	COAT CLOSET	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
137	UTILITY CL.	P3	P3	P3	P3	P4	C.T.	5½"	WOOD (MATCH WALL)	
138	HALLWAY	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
139	BATH ROOM	C1	C1	C1	C1	P4	C.T.		C.T.	
140	WALK IN CLOSET	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
141	BEDROOM	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	

LEGEND
P1 – 1 COAT PRIMER & 2 COATS LATEX PAINT (SW 7757 HIGH REFLECTIVE WHITE) ON GYP.BD. (SATIN FINISH)
P2 – 1 COAT PRIMER & 2 COATS ACCENT WALL LATEX PAINT (SW 6263 EXCLUSIVE PLUM) ON GYP.BD. (MATTE FINISH)
P3 – 1 COAT PRIMER & 1 COAT LATEX LATEX WHITE ON GYP.BD.
P4 – 1 COAT PRIMER & 2 COATS LATEX CEILING WHITE (SW 7007) ON GYP.BD. (FLAT FINISH)
C1 – CERAMIC TILE ON CEMENT BACKER BOARD
C2 – CERAMIC TILE ON GYPSUM BOARD (FO FINISH UNDER C.T.)
FO – FIRE TAPED AND JOINTS FINISHED FOR PRIMER, DO NOT PRIME OR PAINT

NOTES: REFER TO WALL SECTIONS [illegible]



FIRST FLOOR

SCALE: 1/4" = 1'-0"

NOTE:
DIMENSIONS ARE GIVEN FROM FACE OF STUD TO FACE OF STUD ON INTERIOR, AND FROM INSIDE FACE OF STUD TO EXTERIOR SHEATHING (AND/OR EXTERIOR FACE OF MASONRY AT EXTERIOR WALLS).
CONTRACTOR TO SECURE AND VERIFY ALL MEASUREMENTS AND CONDITIONS AT JOB BEFORE PROCEEDING WITH THE WORK.

ALL THREE APARTMENTS ON THE FIRST FLOOR SHALL BE FRAMED, ROUGHED-IN (INCLUDING ROUGH-IN FOR SWITCHES AND RECEPTACLES), AND ROUGHED-IN FOR A.D.A. REQUIRED BLOCKING, AND HAVE FLOOR FINISHES AS REQUIRED TO ALLOW FUTURE MODIFICATIONS AS REQUIRED TO MEET CLASSIFICATION AS "TYPE B" ACCESSIBLE UNITS IN COMPLIANCE WITH C.A.B.O./ANSI A.117.1 AS FURTHER DESCRIBED [illegible]

THE ONE BEDROOM APARTMENT ON THE FIRST FLOOR HAVING ENTRANCE DOOR NO. [illegible] SHALL BE FINISHED AS A "TYPE B" ACCESSIBLE UNIT IN COMPLIANCE WITH C.A.B.O./ANSI A.117.1 AS FURTHER DESCRIBED:

1) THIS REQUIRES A.D.A. COMPLIANCE AT ALL APARTMENT ENTRANCE DOORS [illegible] AND REQUIRES A.D.A. COMPLIANCE AT COMMON DOORS [illegible] A.D.A. REQUIREMENTS.
2) THIS REQUIRES ALL INTERIOR APARTMENT DOORS IN THE THREE APARTMENTS LEADING INTO ROOMS TO ALLOW PASSAGE OF A WHEELCHAIR [illegible] MINIMUM CLEARANCE BETWEEN DOOR STOPS AND/OR ANY SURFACE OF DOOR WHEN FULLY OPENED.
3) THIS REQUIRES ALL INTERIOR APARTMENT ROUTES IN THE THREE APARTMENTS INTO AND THROUGH THE DWELLING UNITS MUST ALLOW PASSAGE OF A WHEELCHAIR [illegible] MINIMUM CLEARANCE.
4) THIS REQUIRES ALL INTERIOR APARTMENT LIGHT SWITCHES, ELECTRICAL RECEPTACLES, THERMOSTATS, AND OTHER ENVIRONMENTAL CONTROLS TO BE AT ACCESSIBLE LOCATIONS.
5) THIS REQUIRES INTERIOR APARTMENT BATHROOMS [illegible] TO HAVE REINFORCEMENTS IN THESE BATHROOM WALLS SO THAT GRAB BARS CAN BE INSTALLED. NOTE THAT ACTUAL INSTALLATION IS REQUIRED ONLY IN BATHROOM [illegible] TIME BUILDING CERTIFICATE OF OCCUPANCY.
6) THIS REQUIRES ALL INTERIOR APARTMENT FLOOR FINISHES IN KITCHENS AND BATHROOMS TO BE INSTALLED WALL TO WALL (UNDER CABINETS) TO ALLOW BASE CABINETS AND [illegible] CABINET ALTERATIONS AS REQUIRED TO ACCOMMODATE REACH AND KNEE SPACE CLEARANCE AS FUTURE A.D.A. NEEDS ARISE.
7) THIS REQUIRES KITCHEN [illegible] AND BATHROOM [illegible] TO HAVE KITCHEN SINK AND BATHROOM LAVATORY AT A.D.A. HEIGHT AND UNDER COUNTER CLEARANCES AT A.D.A. REQUIREMENTS, AND ALL PLUMBING FIXTURES AND TOILET FIXTURES COMPATIBLE WITH A.D.A. REQUIREMENTS.
8) THIS REQUIRES THE STACKABLE WASHER AND DRYER IN UTILITY CLOSET [illegible] TO BE OF A DESIGN HAVING ALL DOORS AND CONTROLS WITHIN A.D.A. REACH REQUIREMENTS.

SIGNATURE APARTMENTS
6934 FAIRVIEW AVENUE
(LOTS 39, 40, AND 41 OF GROSSDALE SUBDIVISION)
BROOKFIELD, ILLINOIS
FOR
R.M.G. REALTY GROUP
17W726 Butterfield Rd., Oakbrook Terrace, IL

CONTRACTOR IS PENDING BIDS

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[illegible]

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DATE ISSUED
REVISION [illegible]

SHEET TITLE
1st FLOOR PLAN & SCHEDULES

PROJECT NO. [illegible]

SHEET
A-5

ALL LOCK SETS SHALL BE ROUNDED NICKEL FINISH AND LEVER H.D.C. COMPATABLE

D O O R S C H E D U L E

DOOR NO.	DOOR SIZE	DOOR MATERIAL	FRAME MATERIAL	GLAZING	LOCK SET	THERMAL VALUE	FIRE RATING	REMARKS
41	3'-0" x 7'-0" x 1 3/4"	S.C.W.D.	H.M.		ENTRANCE	YES	1 HR	WEATHER SEAL CLOSER
42	3'-0" x 7'-0" x 1 3/4"	S.C.W.D.	H.M.		PASSAGE	NO		
43	3'-0" x 7'-0" x 1 3/4"	S.C.W.D.	H.M.		PASSAGE	NO		
44	3'-0" x 7'-0" x 1 3/4"	S.C.W.D.	H.M.		PRIVACY	NO		
45	(2) 2'-0" x 7'-0" x 1 3/4"	S.C.W.D.	WD. TO MATCH H.M.		BI-PASS			HEAVY DUTY BI-PASS TRACK & HARDWARE
46	2'-10" x 7'-0" x 1 3/4"	S.C.W.D.	H.M.		PRIVACY	NO		
47	3'-0" x 7'-0" x 1 3/4"	ALUM. / TEMP. GL.	ALUM	INSUL. TEMP	ENTRANCE	YES	HMC	WEATHER SEAL CLOSER SECURITY LATCH
48	(2) 2'-0" x 7'-0" x 1 3/4"	S.C.W.D.	WD. TO MATCH H.M.		BI-PASS			HEAVY DUTY BI-PASS TRACK & HARDWARE
49	2'-0" x 7'-0" x 1 3/4"	S.C.W.D.	H.M.		PRIVACY	NO		
50	3'-0" x 7'-0" x 1 3/4"	S.C.W.D.	H.M.		ENTRANCE	YES	1 HR	WEATHER SEAL CLOSER
51	(2) 2'-0" x 7'-0" x 1 3/4"	S.C.W.D.	WD. TO MATCH H.M.		BI-PASS			HEAVY DUTY BI-PASS TRACK & HARDWARE
52	2'-0" x 7'-0" x 1 3/4"	S.C.W.D.	H.M.		PASSAGE	NO		
53	2'-0" x 7'-0" x 1 3/4"	S.C.W.D.	H.M.		PRIVACY	NO		
54	2'-0" x 7'-0" x 1 3/4"	S.C.W.D.	WD. TO MATCH H.M.		PRIVACY	NO		HEAVY DUTY POCKET DOOR TRACK & HARDWARE
55	2'-10" x 7'-0" x 1 3/4"	S.C.W.D.	H.M.		PRIVACY	NO		
56	(2) 2'-0" x 7'-0" x 1 3/4"	S.C.W.D.	WD. TO MATCH H.M.		BI-PASS			HEAVY DUTY BI-PASS TRACK & HARDWARE
57	(2) 2'-0" x 7'-0" x 1 3/4"	ALUM. / TEMP. GL.	ALUM	INSUL. TEMP	ENTRANCE	YES	HMC	PATIO DOOR w/ WEATHER SEAL NOTED TO APT. ENTRANCE LOCK
58	3'-0" x 7'-0" x 1 3/4"	INSUL. METAL	H.M.		ENTRANCE	YES	HMC	MAGNETIC WEATHER SEAL CLOSER
59	(2) 2'-0" x 7'-0" x 1 3/4"	ALUM. / TEMP. GL.	ALUM	INSUL. TEMP	ENTRANCE	YES	HMC	PATIO DOOR w/ WEATHER SEAL NOTED TO APT. ENTRANCE LOCK
60	2'-10" x 7'-0" x 1 3/4"	S.C.W.D.	H.M.		PRIVACY	NO		
61	(2) 2'-0" x 7'-0" x 1 3/4"	S.C.W.D.	WD. TO MATCH H.M.		BI-PASS			HEAVY DUTY BI-PASS TRACK & HARDWARE
62	2'-4" x 7'-0" x 1 3/4"	S.C.W.D.	H.M.		PRIVACY	NO		
63	2'-4" x 7'-0" x 1 3/4"	S.C.W.D.	H.M.		PRIVACY	NO		
64	3'-0" x 7'-0" x 1 3/4"	S.C.W.D.	H.M.		ENTRANCE	YES	1 HR	WEATHER SEAL CLOSER
65	2'-4" x 7'-0" x 1 3/4"	S.C.W.D.	H.M.		PRIVACY	NO		
66	2'-4" x 7'-0" x 1 3/4"	S.C.W.D.	H.M.		PRIVACY	NO		
67	(2) 2'-0" x 7'-0" x 1 3/4"	S.C.W.D.	WD. TO MATCH H.M.		BI-PASS			HEAVY DUTY BI-PASS TRACK & HARDWARE
68	2'-10" x 7'-0" x 1 3/4"	S.C.W.D.	H.M.		PRIVACY	NO		
69	3'-0" x 7'-0" x 1 3/4"	ALUM. / TEMP. GL.	ALUM	INSUL. TEMP	ENTRANCE	YES	HMC	WEATHER SEAL CLOSER SECURITY LATCH
70	2'-0" x 7'-0" x 1 3/4"	S.C.W.D.	H.M.		PASSAGE	NO		
71	(2) 2'-0" x 7'-0" x 1 3/4"	S.C.W.D.	WD. TO MATCH H.M.		BI-PASS			HEAVY DUTY BI-PASS TRACK & HARDWARE
72	2'-4" x 7'-0" x 1 3/4"	S.C.W.D.	H.M.		PASSAGE	NO		
73	2'-4" x 7'-0" x 1 3/4"	S.C.W.D.	H.M.		PRIVACY	NO		
74	(2) 2'-0" x 7'-0" x 1 3/4"	S.C.W.D.	WD. TO MATCH H.M.		BI-PASS			HEAVY DUTY BI-PASS TRACK & HARDWARE
75	3'-0" x 7'-0" x 1 3/4"	ALUM. / TEMP. GL.	ALUM	INSUL. TEMP	ENTRANCE	YES	HMC	WEATHER SEAL CLOSER SECURITY LATCH
76	2'-10" x 7'-0" x 1 3/4"	S.C.W.D.	H.M.		PRIVACY	NO		
77	2'-4" x 7'-0" x 1 3/4"	S.C.W.D.	H.M.		PASSAGE	NO		
78	2'-4" x 7'-0" x 1 3/4"	S.C.W.D.	H.M.		PRIVACY	NO		

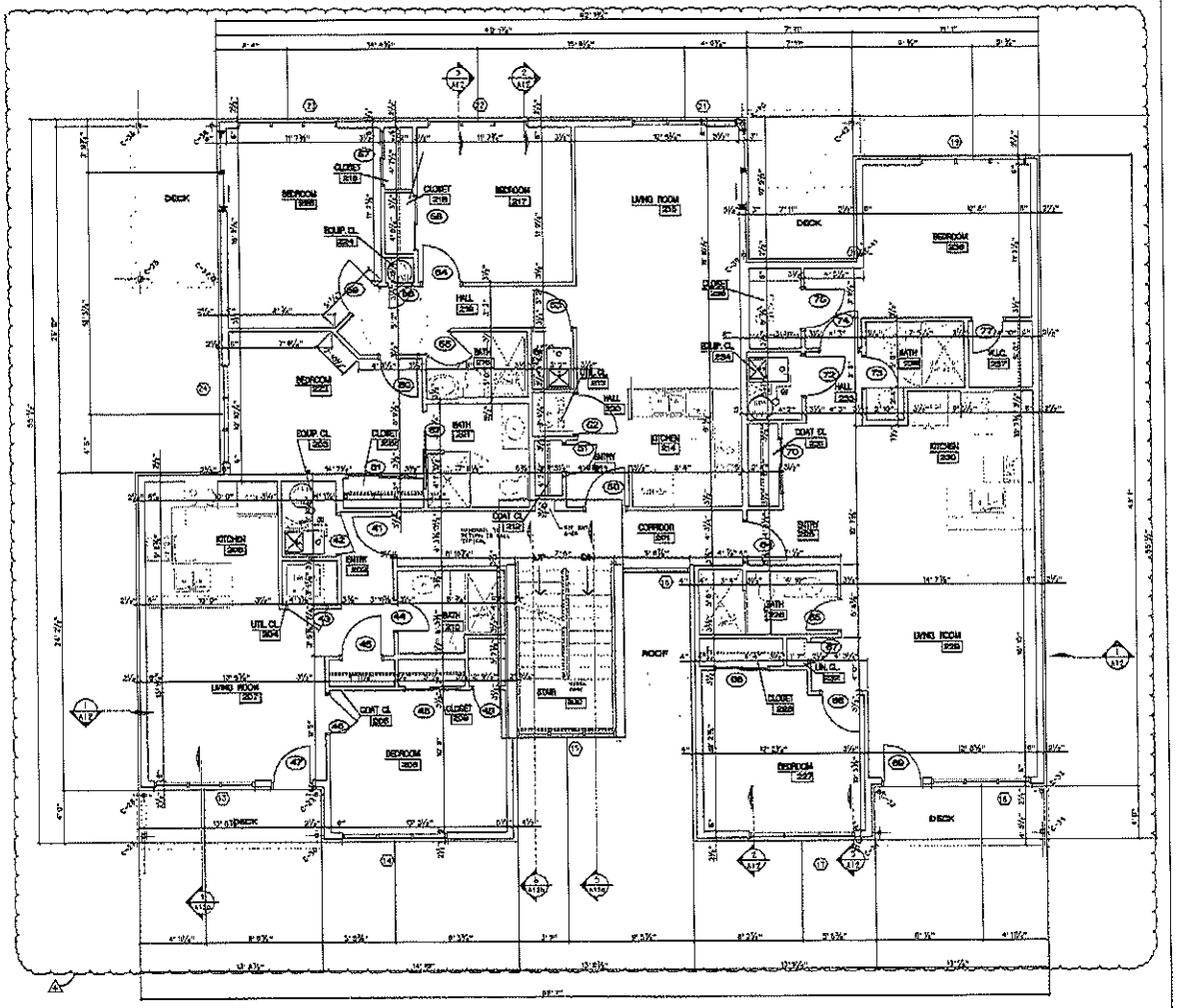
R O O M F I N I S H S C H E D U L E

ROOM NO.	ROOM NAME	WALLS NORTH	WALLS WEST	WALLS EAST	WALLS SOUTH	COVE	FLOOR	BASE HEIGHT	BASE MATERIAL	REMARKS
200	BAR/FULL KITCHEN	PAINTED GYP. BD.					EXP. CONC.			1½" DIA. @ 3'-0" CL. MIN. BARRIER 3'-0" O.C.
201	CORRIDOR	P1	P1	P1	P1	P4	NON-SLIP C.T.	5½"	WOOD (MATCH WALL)	
202	APARTMENT ENTRY	P1	P3	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
203	EQUIPMENT CLOSET	P3	P3	P3	P3	P4	C.T.	4"	VINYL	
204	UTILITY CL.	P3	P3	P3	P3	P4	C.T.	5½"	WOOD (MATCH WALL)	
205	COAT CLOSET	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
206	KITCHEN	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	42 FROM COUNTER TO UNDER WALL CAB
207	LIVING ROOM	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
208	BEDROOM	P1	P1	P2	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
209	CLOSET	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
210	BATH ROOM	C1	C1	C1	C1	P4	C.T.		C.T.	
211	APARTMENT ENTRY	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
212	COAT CLOSET	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
213	UTILITY CL.	P3	P3	P3	P3	P4	C.T.	5½"	WOOD (MATCH WALL)	
214	KITCHEN	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	42 FROM COUNTER TO UNDER WALL CAB
215	LIVING ROOM	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
216	BATH ROOM	C1	C1	C1	C1	P4	C.T.		C.T.	
217	BEDROOM	P1	P1	P2	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
218	CLOSET	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
219	HALLWAY	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
220	HALLWAY	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
221	BATH ROOM	C1	C1	C1	C1	P4	C.T.		C.T.	
222	CLOSET	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
223	BEDROOM	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
224	EQUIPMENT CLOSET	P1	P2	P3	P2	P4	C.T.	4"	VINYL	
225	APARTMENT ENTRY	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
226	BATH ROOM	C1	C1	C1	C1	P4	C.T.		C.T.	
227	BEDROOM	P4	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
228	CLOSET	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
229	LIVING ROOM	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
230	KITCHEN	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	42 FROM COUNTER TO UNDER WALL CAB
231	COAT CLOSET	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
232	UTILITY CL.	P3	P3	P3	P3	P4	C.T.	5½"	WOOD (MATCH WALL)	
233	HALLWAY	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
234	EQUIPMENT CLOSET	P3	P3	P3	P3	P4	C.T.	4"	VINYL	
235	CLOSET	P3	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
236	BEDROOM	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
237	HALL TO CLOSET	P1	P1	P1	P1	P4	HARDWOOD	5½"	WOOD (MATCH WALL)	
238	BATH ROOM	C1	C1	C1	C1	P4	C.T.		C.T.	

LEGEND

P1 - 1 COAT PRIMER & 2 COATS LATEX PAINT (SW 7597 HIGH REFLECTIVE WHITE) ON GYP.BD. (SATIN FINISH)
P2 - 1 COAT PRIMER & 2 COATS ACCENT WALL LATEX PAINT (SW NAMED ENCLOSURE) PLUMB ON GYP.BD. (MATCH FINISH)
P3 - 1 COAT PRIMER & 1 COAT LATEX LATEX WHITE ON GYP.BD.
P4 - 1 COAT PRIMER & 2 COATS LATEX CEILING WHITE (SW 7007) ON GYP.BD. (FLAT FINISH)
C1 - CERAMIC TILE ON CEMENT BACKER BOARD
C2 - CERAMIC TILE ON GYPSUM BOARD (PM FINISH NUMBER C.T.)
P5 - PIPE TAPED AND JOINTS FINISHED FOR PRIMER. DO NOT PRIME OR PAINT

NOTES REFER TO WALL SECTIONS
ALL BD. BD. IN ALL BRICK WALLS AND CEILINGS TO BE ½" TYPE 'X' FIRE TAPE
TUB WALLS ABOVE SHOWER (CERAMIC TILE BACKER) SHALL BE ½" CEMENT BOARD
(TYLUX CERAMIC TILE FINISH)



SECOND FLOOR

SCALE: 1/4" = 1'-0"

NOTES:
DIMENSIONS ARE GIVEN FROM FACE OF STUD TO FACE OF STUD ON INTERIOR, AND FROM OUTSIDE FACE OF STUD TO EXTERIOR SHEATHING (AND/OR EXTERIOR FACE OF MASONRY AT EXTERIOR WALLS
CONTRACTOR TO VERIFY AND VERIFY ALL MEASUREMENTS AND CONDITIONS AT JOB BEFORE PROCEEDING WITH THE WORK.

SIGNATURE APARTMENTS
5934 FAIRVIEW AVENUE
(LOTS 39, 40, AND 41 OF GROSSDALE SUBDIVISION)
BROOKFIELD, ILLINOIS
R.M.G. REALTY GROUP
17w735 Butterfield Rd., Oakbrook Terrace, IL

CONTRACTOR IS PENDING BIDS

DEAN M. POZARZYCKI, R.A.
ARCHITECT IL. REG. No. 001-016782
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4736 MAIN STREET, DOWNERS GROVE, IL
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DATE ISSUED
REVISION 1
REVISION 2
REVISION 3
REVISION 4

SHEET TITLE
2nd FLOOR PLAN & SCHEDULES

PROJECT NO. 2004-13
SHEET
A-6

ALL DOOR KEYS SHALL BE BRUSHED NICKEL FINISH AND LEVER H.D., COMPARABLE

DOOR SCHEDULE

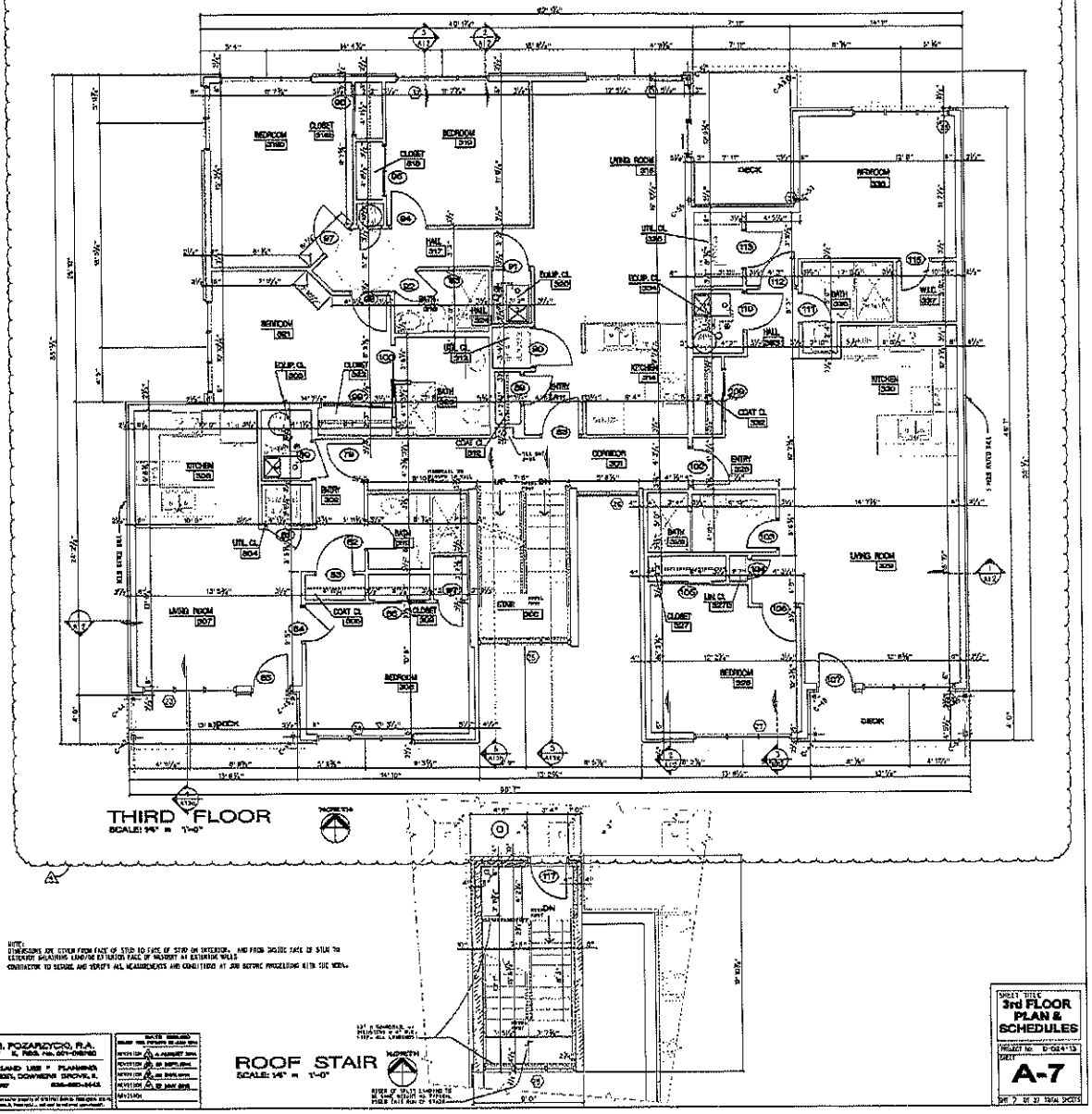
DOOR NO.	DOOR SIZE	DOOR MATERIAL	FRAME MATERIAL	WEATHER STRIP	LOCK SET	THRESHOLD	DOOR CLOSER	REMARKS
79	3'-0" x 7'-0" x 1 3/4"	S.C.E.D.	H.M.		ENTRANCE	YES	1 HR	WEATHER SEAL CLOSER
80	2'-6" x 7'-0" x 1 3/8"	S.C.E.D.	H.M.		PASSAGE	NO		
81	2'-6" x 7'-0" x 1 3/8"	S.C.E.D.	H.M.		PASSAGE	NO		
82	2'-6" x 7'-0" x 1 3/8"	S.C.E.D.	H.M.		PRIVACY	NO		
83	(2) 2'-0" x 7'-0" x 1 3/8"	S.C.E.D.	WD. TO MATCH H.M.		BY-PASS			HEAVY DUTY BY-PASS TRACK & HARDWARE
84	2'-6" x 7'-0" x 1 3/8"	S.C.E.D.	H.M.		PRIVACY	NO		
85	3'-0" x 7'-0" x 1 3/4"	ALUM. / TEMP. GL.	ALUM	INSUL. TEMP.	ENTRANCE	YES	HDW.	WEATHER SEAL CLOSER SECURITY LATCH
86	(2) 2'-0" x 7'-0" x 1 3/8"	S.C.E.D.	WD. TO MATCH H.M.		BY-PASS			HEAVY DUTY BY-PASS TRACK & HARDWARE
87	2'-6" x 7'-0" x 1 3/8"	S.C.E.D.	H.M.		PRIVACY	NO		
88	3'-0" x 7'-0" x 1 3/4"	S.C.E.D.	H.M.		ENTRANCE	YES	1 HR	WEATHER SEAL CLOSER
89	2'-6" x 7'-0" x 1 3/8"	S.C.E.D.	WD. TO MATCH H.M.		BY-PASS			HEAVY DUTY BY-PASS TRACK & HARDWARE
90	2'-6" x 7'-0" x 1 3/8"	S.C.E.D.	H.M.		PASSAGE	NO		
91	2'-6" x 7'-0" x 1 3/8"	S.C.E.D.	H.M.		PRIVACY	NO		
92	2'-6" x 7'-0" x 1 3/8"	S.C.E.D.	WD. TO MATCH H.M.		PRIVACY	NO		HEAVY DUTY PRIVACY WITH TRACK & HARDWARE
93	2'-6" x 7'-0" x 1 3/8"	S.C.E.D.	H.M.		PRIVACY	NO		
94	(2) 2'-0" x 7'-0" x 1 3/8"	S.C.E.D.	WD. TO MATCH H.M.		BY-PASS			HEAVY DUTY BY-PASS TRACK & HARDWARE
95	(2) 2'-0" x 7'-0" x 1 3/8"	ALUM. / TEMP. GL.	ALUM	INSUL. TEMP.	ENTRANCE	YES	HDW.	PATIO DOOR w/ WEATHER SEAL SERVICE TO APT. ENTRANCE LOCK
96	3'-0" x 7'-0" x 1 3/4"	WOOD, METAL	H.M.		ENTRANCE	YES	HDW.	MAGNETIC WEATHER SEAL CLOSER
97	(2) 2'-0" x 7'-0" x 1 3/8"	ALUM. / TEMP. GL.	ALUM	INSUL. TEMP.	ENTRANCE	YES	HDW.	PATIO DOOR w/ WEATHER SEAL SERVICE TO APT. ENTRANCE LOCK
98	2'-6" x 7'-0" x 1 3/8"	S.C.E.D.	H.M.		PRIVACY	NO		
99	(2) 2'-0" x 7'-0" x 1 3/8"	S.C.E.D.	WD. TO MATCH H.M.		BY-PASS			HEAVY DUTY BY-PASS TRACK & HARDWARE
100	2'-6" x 7'-0" x 1 3/8"	S.C.W.D.	H.M.		PRIVACY	NO		
101	2'-6" x 7'-0" x 1 3/8"	S.C.W.D.	H.M.		PRIVACY	NO		
102	3'-0" x 7'-0" x 1 3/4"	S.C.E.D.	H.M.		ENTRANCE	YES	1 HR	WEATHER SEAL CLOSER
103	2'-6" x 7'-0" x 1 3/8"	S.C.E.D.	H.M.		PRIVACY	NO		
104	2'-6" x 7'-0" x 1 3/8"	S.C.E.D.	H.M.		PRIVACY	NO		
105	(2) 2'-0" x 7'-0" x 1 3/8"	S.C.E.D.	WD. TO MATCH H.M.		BY-PASS			HEAVY DUTY BY-PASS TRACK & HARDWARE
106	2'-10" x 7'-0" x 1 3/8"	S.C.E.D.	H.M.		PRIVACY	NO		
107	3'-0" x 7'-0" x 1 3/4"	ALUM. / TEMP. GL.	ALUM	INSUL. TEMP.	ENTRANCE	YES	HDW.	WEATHER SEAL CLOSER SECURITY LATCH
108	2'-6" x 7'-0" x 1 3/8"	S.C.W.D.	H.M.		PRIVACY	YES		
109	(2) 2'-0" x 7'-0" x 1 3/8"	S.C.E.D.	WD. TO MATCH H.M.		BY-PASS			HEAVY DUTY BY-PASS TRACK & HARDWARE
110	2'-6" x 7'-0" x 1 3/8"	S.C.W.D.	H.M.		PRIVACY	NO		
111	2'-6" x 7'-0" x 1 3/8"	S.C.E.D.	H.M.		PRIVACY	NO		
112	(2) 2'-0" x 7'-0" x 1 3/8"	S.C.E.D.	WD. TO MATCH H.M.		BY-PASS			HEAVY DUTY BY-PASS TRACK & HARDWARE
113	3'-0" x 7'-0" x 1 3/4"	ALUM. / TEMP. GL.	ALUM	INSUL. TEMP.	ENTRANCE	YES	HDW.	WEATHER SEAL CLOSER SECURITY LATCH
114	2'-6" x 7'-0" x 1 3/8"	S.C.E.D.	H.M.		PRIVACY	NO		
115	2'-6" x 7'-0" x 1 3/8"	S.C.E.D.	H.M.		PRIVACY	NO		
116	2'-6" x 7'-0" x 1 3/8"	S.C.W.D.	H.M.		PRIVACY	NO		
117	3'-0" x 7'-0" x 1 3/4"	ALUM. / TEMP. GL.	ALUM	INSUL. TEMP.	ENTRANCE	YES	HDW.	LITE OF SEMIN 2001 WEATHER SEAL / CLOSER / SECURITY LATCH

ROOM FINISH SCHEDULE

NO.	ROOM NAME	WALLS NORTH	WALLS WEST	WALLS EAST	WALLS SOUTH	CEILING	FLOOR	BASE MATERIAL	BASE HEIGHT	REMARKS
300	DWELLING UNIT ENTRY	BRICK		P1	P1	P4	QUARRY TILE	WOOD (MATCH WALL)	6"	TO TOP OF 8 1/2" H. MTL MASTER FIT W.C.
301	CORRIDOR	P1	P1	P1	P1	P4	HDW-FLIP C.T.	WOOD (MATCH WALL)	3 1/4"	
302	APARTMENT ENTRY	P1	P1	P1	P1	P4	HARDWOOD	WOOD (MATCH WALL)	3 1/4"	
303	EQUIPMENT CLOSET	P1	P1	P2	P1	P4	C.T.	VINYL	4"	
304	UTILITY CL.	P3	P3	P3	P3	P4	C.T.	WOOD (MATCH WALL)	3 1/4"	
305	COAT CLOSET	P1	P1	P1	P1	P4	HARDWOOD	WOOD (MATCH WALL)	3 1/4"	
306	KITCHEN	P1	P1	P1	P1	P4	HARDWOOD	WOOD (MATCH WALL)	3 1/4"	CT FROM COUNTER TO UNDER WALL CAB
307	LIVING ROOM	P1	P1	P1	P1	P4	HARDWOOD	WOOD (MATCH WALL)	3 1/4"	
308	BEDROOM	P1	P1	P1	P1	P4	HARDWOOD	WOOD (MATCH WALL)	3 1/4"	
309	CLOSET	P1	P1	P1	P1	P4	HARDWOOD	WOOD (MATCH WALL)	3 1/4"	
310	BATH ROOM	C1	C1	C1	C1	P4	C.T.	C.T.		
311	APARTMENT ENTRY	P1	P1	P1	P1	P4	HARDWOOD	WOOD (MATCH WALL)	3 1/4"	
312	COAT CLOSET	P1	P1	P1	P1	P4	HARDWOOD	WOOD (MATCH WALL)	3 1/4"	
313	UTILITY CL.	P3	P3	P3	P3	P4	C.T.	WOOD (MATCH WALL)	3 1/4"	
314	KITCHEN	P1	P1	P1	P1	P4	HARDWOOD	WOOD (MATCH WALL)	3 1/4"	CT FROM COUNTER TO UNDER WALL CAB
315	LIVING ROOM	P1	P1	P1	P1	P4	HARDWOOD	WOOD (MATCH WALL)	3 1/4"	
316	BATH ROOM	C1	C1	C1	C1	P4	C.T.	C.T.		
317	HALLWAY	P1	P1	P1	P1	P4	HARDWOOD	WOOD (MATCH WALL)	3 1/4"	
318	CLOSET	P1	P1	P1	P1	P4	HARDWOOD	WOOD (MATCH WALL)	3 1/4"	
319	BEDROOM	P1	P1	P2	P1	P4	HARDWOOD	WOOD (MATCH WALL)	3 1/4"	
320	EQUIPMENT CLOSET	P3	P3	P3	P3	P4	C.T.	VINYL	4"	
321	BEDROOM	P1	P1	P1	P1	P4	HARDWOOD	WOOD (MATCH WALL)	3 1/4"	
322	CLOSET	P1	P1	P1	P1	P4	HARDWOOD	WOOD (MATCH WALL)	3 1/4"	
323	BATH ROOM	C1	C1	C1	C1	P4	C.T.	C.T.		
324	HALLWAY	P1	P1	P1	P1	P4	HARDWOOD	WOOD (MATCH WALL)	3 1/4"	
325	APARTMENT ENTRY	P1	P1	P1	P1	P4	HARDWOOD	WOOD (MATCH WALL)	3 1/4"	
326	BATH ROOM	C1	C1	C1	C1	P4	C.T.	C.T.		
327	CLOSET	P1	P1	P1	P1	P4	HARDWOOD	WOOD (MATCH WALL)	3 1/4"	
328	BEDROOM	P2	P2	P1	P1	P4	HARDWOOD	WOOD (MATCH WALL)	3 1/4"	
329	LIVING ROOM	P1	P1	P1	P1	P4	HARDWOOD	WOOD (MATCH WALL)	3 1/4"	CT FROM COUNTER TO UNDER WALL CAB
330	KITCHEN	P1	P1	P1	P1	P4	HARDWOOD	WOOD (MATCH WALL)	3 1/4"	
331	UTILITY CL.	P3	P3	P3	P3	P4	C.T.	WOOD (MATCH WALL)	3 1/4"	
332	COAT CLOSET	P1	P1	P1	P1	P4	HARDWOOD	WOOD (MATCH WALL)	3 1/4"	
333	HALLWAY	P1	P1	P1	P1	P4	HARDWOOD	WOOD (MATCH WALL)	3 1/4"	
334	LINEN/PNTRY CLOSET	P3	P3	P3	P3	P4	C.T.	VINYL	4"	
335	CLOSET	P1	P1	P1	P1	P1	HARDFLOOR	WOOD (MATCH WALL)	3 1/4"	
336	BEDROOM	P1	P1	P1	P1	P4	HARDWOOD	WOOD (MATCH WALL)	3 1/4"	
337	WALK TO CLOSET	P1	P1	P1	P1	P4	HARDWOOD	WOOD (MATCH WALL)	3 1/4"	
338	BATH ROOM	C1	C1	C1	C1	P4	C.T.	C.T.		

LEGEND:
P1 = 1 COAT PRIMER & 2 COATS LATEX PAINT (SW 7747 HIGH REFLECTIVE WHITE) ON GYP.BD. (SATIN FINISH)
P2 = 1 COAT PRIMER & 2 COATS ACCENT WALL LATEX PAINT (SW 6293 EXCLUSIVE PLUM) ON GYP.BD. (MATTE FINISH)
P3 = 1 COAT PRIMER & 1 COAT LATEX WHITE ON GYP.BD.
P4 = 1 COAT PRIMER & 2 COATS MATTE CEILING WHITE (SW 7007) ON GYP.BD. (FLAT FINISH)
C1 = CERAMIC TILE ON CEMENT BACKER BOARD
C2 = CERAMIC TILE ON GYPSUM BOARD 1FG FINISH (UNDER C.T.)
FG = FIRE TAPED AND JOINTS FINISHED FOR PAINTER, DO NOT PRIME OR PAINT

NOTE: REFER TO WALL SECTIONS
ALL GYP. BD. IN ALL WALLS AND CEILINGS TO BE 5/8" TYPE 'X' FIRE CODE
THE WALLS AROUND WATER CLOSET TILE BACKER SHALL BE 1/2" CEMENT BOARD
FINISH CERAMIC TILE (TYP.)



NOTE:
DIMENSIONS ARE GIVEN FROM FACE OF STUD TO FACE OF STUD ON INTERIOR, AND FROM INSIDE FACE OF STUD TO EXTERIOR SHEATHING LINE/FACE OF EXTERIOR FACE OF MASONRY ON EXTERIOR WALLS
CONTRACTOR TO REVIEW AND VERIFY ALL MEASUREMENTS AND CONDITIONS AT JOB BEFORE PROCEEDING WITH THE WORK.

SIGNATURE APARTMENTS
9934 FAIRVIEW AVENUE
(LOTS 39, 40, AND 41 OF GROSDEALE SUBDIVISION)
BROOKFIELD, ILLINOIS
FOR
R.M.G. REALTY GROUP
17W735 Butterfield Rd., Oakbrook Terrace, IL

CONTRACTOR IS PENDING BIDS

DEAN M. POZARYCKI, R.A.
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REVISIONS
REVISION 1 (3) APARTMENT TYPES
REVISION 2 (2) BATH ROOMS
REVISION 3 (1) BATH ROOM
REVISION 4 (2) BATH ROOMS
REVISION 5 (2) BASE ROOMS

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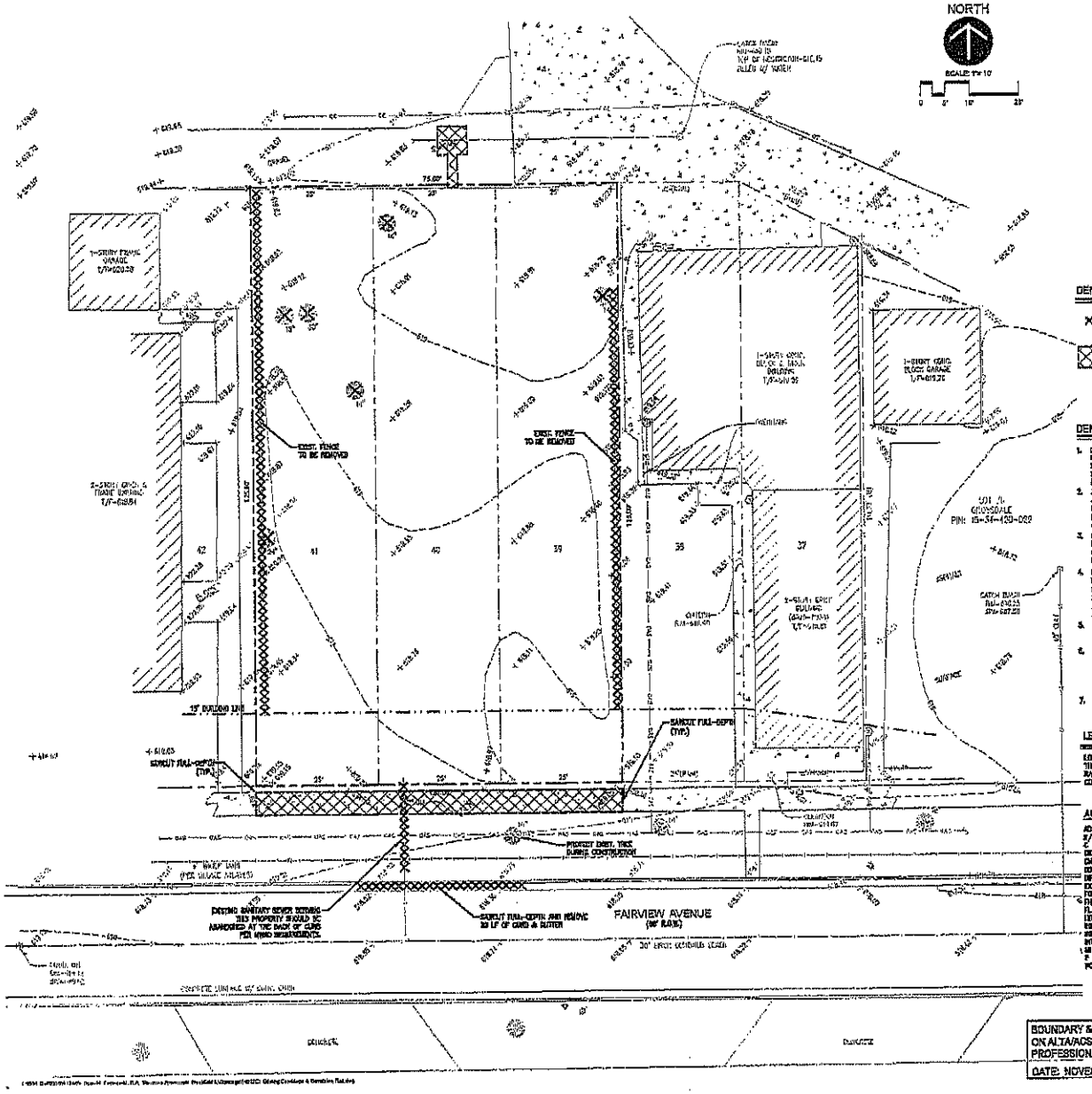
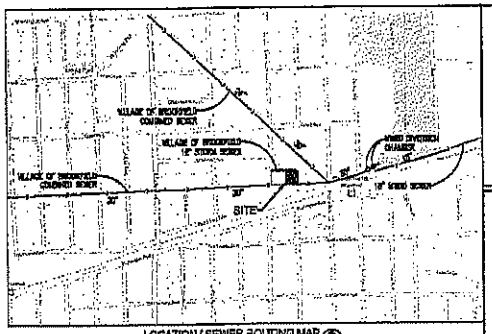
SHEET TITLE
3rd FLOOR PLAN & SCHEDULES
PROJECT No. 9-934-13
SHEET
A-7
SHT. 7 OF 27 TOTAL SHEETS





LOCATION / SEWER ROUTING MAP
N.T.S.

DEMOLITION LEGEND

- EX. CURB, FENCE & UTILITIES TO BE REMOVED
- EX. SIDEWALK & PAVING TO BE REMOVED
- OBJECTS TO BE REMOVED

DEMOLITION NOTES

1. CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ALL NECESSARY PERMITS HAVE BEEN SECURED. CONTRACTOR SHALL PERFORM ALL DEMOLITION AND ABANDONMENT OPERATIONS IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND REQUIREMENTS OF AGENCIES HAVING JURISDICTION.
2. ALL DEMOLITION DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF PROPERLY AND IN A LEGAL MANNER. STOCKPILING OF MATERIALS WILL BE PROHIBITED WITHOUT PERMISSION FROM THE OWNER AND ANOTHER HAVING JURISDICTION.
3. CONTRACTOR SHALL VERIFY THAT ALL EXISTING UTILITIES HAVE BEEN LOCATED, SERVICED, AND SHUT-OFF PRIOR TO COMMENCING ABANDONMENT ACTIVITIES. NOTIFY OWNER AND ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.
4. UTILITY SERVICE LINES INDICATED FOR ABANDONMENT SHALL BE PLUGGED AT MAIN ENDS WITH A MINIMUM OF TWO FEET OF NON-SHRINK CONCRETE/MORTAR PLUGS. CONTRACTOR SHALL PROTECT EXISTING UTILITY SERVICES LINES AND MAINS INDICATED TO REMAIN. PROVIDE DAMAGE REPAIRS, DEMOLITION AND ABANDONMENT OPERATIONS.
5. IF MATERIALS SUSPECTED OF CONTAINING HAZARDOUS MATERIALS ARE ENCOUNTERED, DO NOT DISTURB, AND NOTIFY THE OWNER IMMEDIATELY.
6. CONTRACTOR SHALL PROVIDE TEMPORARY BARRICADES AND OTHER PROTECTION REQUIRED TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT FACILITIES TO REMAIN. DO NOT CLOSE OR OBSTRUCT ROADS, ROADS, WALKWAYS OR OTHER FACILITIES WITHOUT PERMISSION FROM THE OWNER AND AUTHORITIES HAVING JURISDICTION.
7. SAWCUT FULL-DEPTH, REMOVE, AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER, SIDEWALKS AND PAVEMENT.

LEGAL DESCRIPTION

LOTS 39, 40 AND 41 IN BLOCK 10 IN GROSSDALE, A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ABBREVIATIONS

ADS.	ADVANCED DRAINAGE SYSTEMS, INC.	PROP.	PROPOSED
B/W	BOTTOM OF WALL	PVC	POLYVINYL CHLORIDE
C	TOP OF CONCRETE	RCP	REINFORCED CONCRETE PIPE
CB	PRECAST CONCRETE CATCH BASIN	SCD	ROOF DRAIN
CMP	CORRUGATED STEEL PIPE	SAN	SANITARY
DI	ADS DRAIN BASIN	STM	STORM DRAIN
DIP	DUCTILE IRON PIPE	SV	SLOTTED VINYL
EX	EXISTING	TC	TOP OF CURB
FG	FINISH GRADE	TD	TRENCH DRAIN
FH	FIRE HYDRANT	TDHP	TRENCH DRAIN HIGH POINT
FL	FLOW LINE	TDLP	TRENCH DRAIN LOW POINT
HDPE	HIGH DENSITY POLYETHYLENE	TF	TOP OF FOUNDATION
MH	ADS MANHOLE	TW	TOP OF SIDEWALK
MH	PRECAST CONCRETE MANHOLE	T/WM	TOP OF WATER MAIN
INV	INVERT	UG	UTILITY CROSSING
MH	PRECAST CONCRETE MANHOLE	V	VALVE
P	TOP OF PAVEMENT	WM	WATER MAIN
PC	PORTLAND CEMENT	WS	WATER SERVICE

BOUNDARY & TOPOGRAPHIC INFORMATION BASED ON ALTA/ACSM LAND TITLE SURVEY BY: PROFESSIONAL LAND SURVEYING, INC.
DATE: NOVEMBER 18, 2013

INDEX OF DRAWINGS

DESCRIPTION	SHEET NO.
EXISTING CONDITIONS & DEMOLITION PLAN	C1.0
GEOMETRIC PAVING PLAN	C2.0
GRADING PLAN	C3.0
EROSION CONTROL PLAN	C4.0
UTILITY PLAN	C5.0
NOTES	C6.0
DETAILS	C7.0

BENCHMARK

REFERENCE BENCHMARK #55

ELEVATION = 639.52

SITE BM — CUT CROSS IN WALK ON THE NORTH SIDE OF FAIRVIEW AVENUE APPROXIMATELY 20' EAST OF THE SOUTHWEST CORNER OF SITE.

ELEVATION = 641.32

VILLAGE NOTES

THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS DEPARTMENT AT (708) 485-2540 AND EDWIN HANCOCK ENGINEERING, CO. AT (708) 652-4300 TWO (2) WORKING DAYS BEFORE STARTING OR RESUMING CONSTRUCTION ACTIVITIES.

ANY WORK INSTALLED WITHOUT PRIOR NOTIFICATION TO THE VILLAGE OF BROOKFIELD AND EDWIN HANCOCK ENGINEERING, CO. SHALL BE UNCOVERED BY THE CONTRACTOR, AT HIS OWN EXPENSE, FOR THE INSPECTION BY THE VILLAGE AND EDWIN HANCOCK ENGINEERING, CO.

THE VILLAGE OF BROOKFIELD AND EDWIN HANCOCK ENGINEERING, CO. SHALL BE NAMED AS ADDITIONAL INSURED. A CERTIFICATE OF INSURANCE MUST BE SUBMITTED TO AND APPROVED BY THE VILLAGE OF BROOKFIELD PRIOR TO BEGINNING ANY WORK ON THE SITE.

ONE (1) SET OF RECORD DRAWINGS SHALL BE SUBMITTED TO EDWIN HANCOCK ENGINEERING, CO. AND TO THE VILLAGE BUILDING & PLANNING DEPARTMENT PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT.

LEGEND

EXISTING		PROPOSED
	SANITARY SEWER	
	STORM SEWER	
	WATER MAIN	
	SANITARY SEWER MANHOLE	
	STORM SEWER MANHOLE	
	CATCH BASIN	
	INLET	
	VALVE IN VAULT	
	FIRE HYDRANT	
	UTILITY POLE	
	STREET LIGHT	
	LIGHT STANDARD	
	SPOT ELEVATION	
	CONTOUR	
	SURFACE DRAINAGE	
RIM XXX.XX INV XXX.XX	SANITARY MANHOLE ELEVATIONS	RIM XXX.XX INV XXX.XX
RIM XXX.XX INV XXX.XX	STORM STRUCTURE ELEVATIONS	RIM XXX.XX INV XXX.XX
	PROPERTY LINE & R.O.W.	
	EASEMENT LINE	
	CHAIN FENCE	
	WOOD FENCE	
	BURIED UTILITY LINE	
	OVERHEAD UTILITY LINE	

FOR BURIED AND OVERHEAD UTILITIES:
E=ELECTRIC T=TELEPHONE C=COMMUNICATIONS G=GAS

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Client: DEAN M. POZARZYCKI, R.A.
4728 MAIN STREET
DOWNERS GROVE, IL

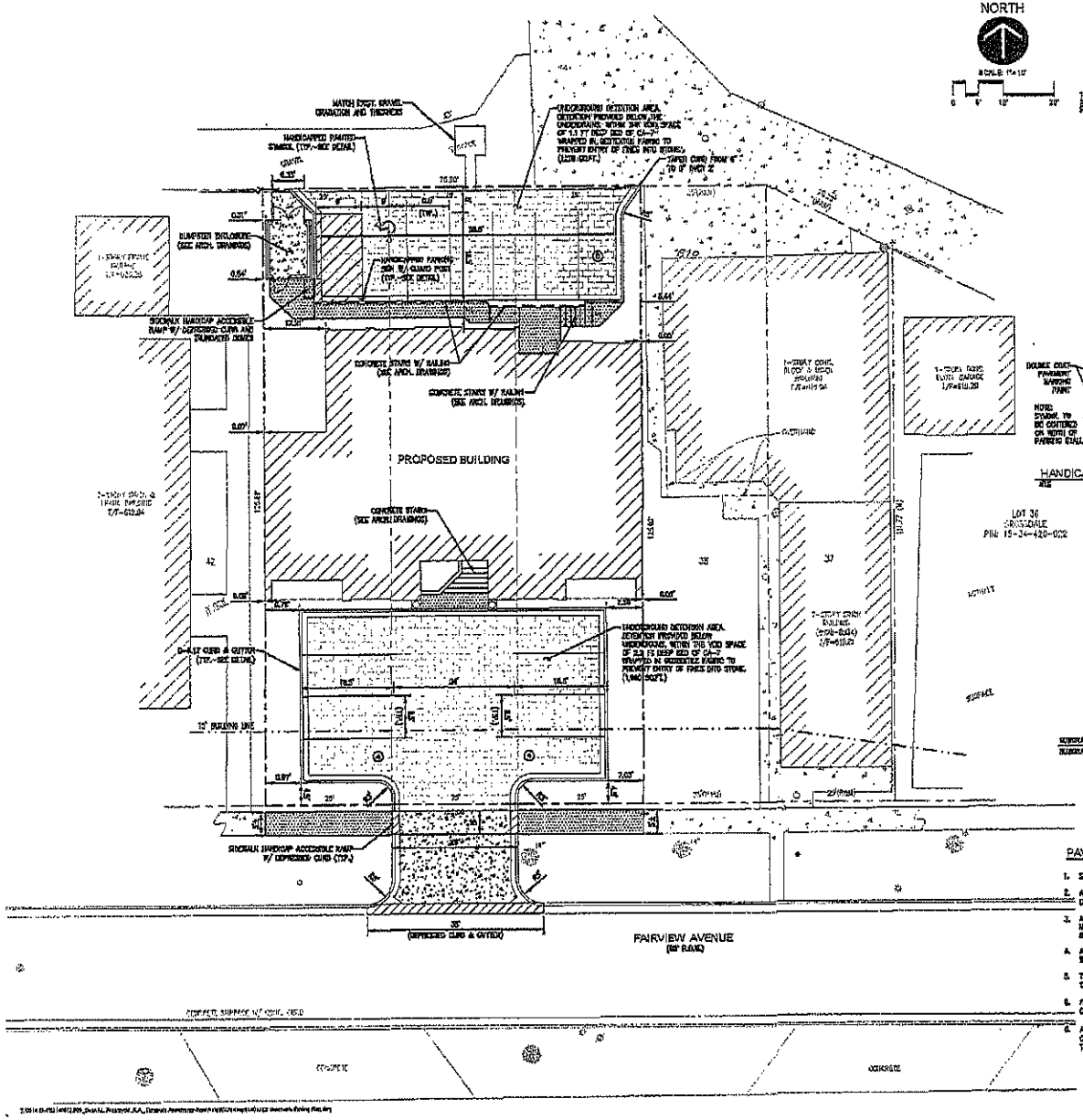
Project Title: SIGNATURE APARTMENTS
8900 BLOCK OF FAIRVIEW AVENUE
BROOKFIELD, IL

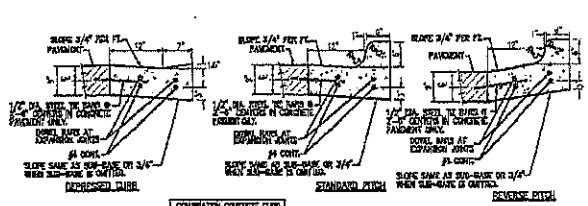
Date: October 24, 2014
Revised: November 20, 2014

No.	Date	Description
1	08.12.14	Village Review
2	09.23.14	Village Review
3	07.30.14	Permit Submittal
4	08.18.14	Village Review
5	09.18.14	Village Review
6	09.25.14	Village Review
7	10.24.14	Permit Review

Project #: 2014081.0000
Drawn By: BJV
Checked By: DJD
Issue Date: 10.24.14
Sheet Title: EXISTING CONDITIONS & DEMOLITION PLAN

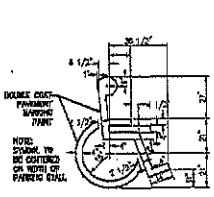
Sheet: C1.0
1 of 7





COMBINATION CONCRETE CURB & GUTTER TYPES: B-6.12, B6.18, AND B6.24 / B-12, B6.18, AND B6.24

B-6.12 CONCRETE CURB & GUTTER



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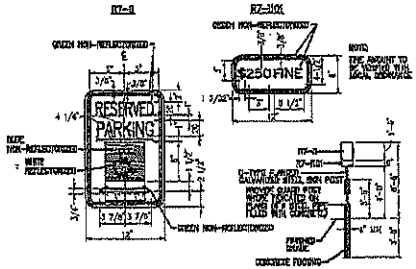
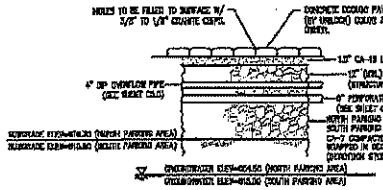


PER STATE OF ILLINOIS ACCESSIBILITY CODE

HANDICAPPED PARKING SIGNS



PERMEABLE PAVEMENT SECTION

PAVEMENT NOTES:

1. SEE ARCHITECTURAL DRAWINGS FOR BUILDING DIMENSIONS.
2. ALL DIMENSIONS ARE FROM BACK OF CURB TO BACK OF CURB OR PROPERTY LINE UNLESS OTHERWISE NOTED.
3. ALL PARKING STALL STRIPING TO BE 4" WIDE YELLOW OR WHITE PAINT, MEETING SSPC SPECIFICATION 29 AND AASHTO M248 TYPE I OR II, AS APPROVED BY THE VILLAGE ENGINEER.
4. ALL NEW PAVED AREAS DISTURBED OR REMOVED SHALL BE BACKFILLED WITH A MINIMUM OF 6" TOPSOIL AND SEEDED.
5. TIE NEW CURB TO EXISTING CURB WITH #4 REBARS (24" LONG, 12" ON EITHER SIDE) EPOXIED INTO EXISTING.
6. ALL B6.12 CURB AND GUTTER SHALL BE REVERSE PITCH UNLESS OTHERWISE NOTED ON THE PLANS.
7. ANY GRASS AREAS IN THE RIGHT-OF-WAY DISTURBED DURING CONSTRUCTION SHALL BE RESTORED WITH 3" OF PLANTING TOPSOIL AND SOD.

SURFACE LEGEND

- CONCRETE SIDEWALK: 5" P.C. CONCRETE (CLASS S) 4" AGGREGATE BASE COURSE, TYPE B, GRADATION CA-6
- CONCRETE PAVEMENT: 6" P.C. CONCRETE (CLASS P3) 6" AGGREGATE BASE COURSE, TYPE B, GRADATION CA-6
- PERMEABLE PAVEMENT SECTION (SEE DETAIL)

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Client: DEAN M. POZARZYCKI, R.A.
4726 MAIN STREET
DOWNERS GROVE, IL

Project: SIGNATURE APARTMENTS
8500 BLOCK OF FAIRVIEW AVENUE
BROOKFIELD, IL

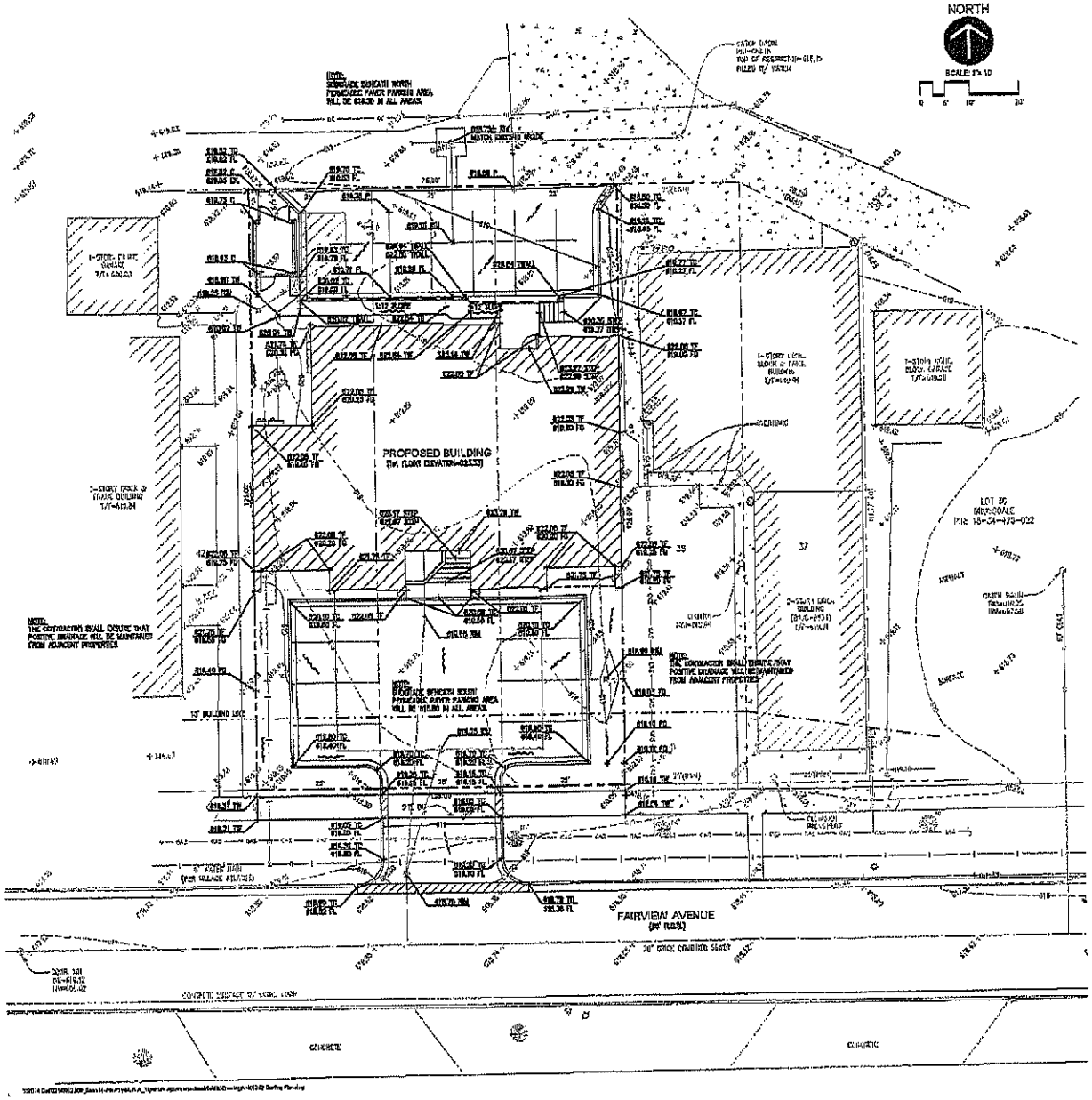
Date: October 24, 2014
Current: November 24, 2015

No.	Date	Description
1	04.16.15	Village Review
2	04.29.15	Village Review
3	07.22.15	Permit Submittal
4	09.15.15	Village Review
5	09.21.15	Village Review
6	09.30.15	Village Review
7	10.21.15	Village Review
8	11.24.15	Village Review

Project #: 2014001.2015
Drawn By: BJV
Checked By: BJD
Issue Date: 03.31.14
Sheet Title: GEOMETRIC PAVING PLAN

Sheet: C2.0

Sheet: 2 of 7



FILL PLACEMENT NOTES:

1. BEFORE PLACING ANY FILL WITHIN PAVEMENT OR STRUCTURE AREAS, THE EXISTING SUBGRADE SHALL BE COMPACTED AS INDICATED IN THE "COMPACTION" SECTION OF THESE SPECIFICATIONS. SOFT OR OTHERWISE UNSUITABLE MATERIALS SHALL BE REMOVED AS INDICATED IN THESE SPECIFICATIONS.

2. SUITABLE STRUCTURAL FILL MATERIALS SHALL BE OF A NATURE THAT WILL COMPACT AND DEVELOP A STABILITY SATISFACTORY TO THE GEOTECHNICAL ENGINEER. SUCH MATERIALS SHALL NOT CONTAIN FROZEN MATERIAL OR ANY MATERIAL WHICH, BY DECAY OR OTHERWISE, MIGHT CAUSE SETTLEMENT.

3. MATERIAL TYPES FOR STRUCTURAL FILL PURPOSES:
   (A) SUITABLE FINE-GRAINED SOILS – SOIL MATERIALS THAT COMPLY WITH ASTM D 2487 SOIL CLASSIFICATION GROUP CL AND MEET THE FOLLOWING REQUIREMENTS:
      (1) LABORATORY MAXIMUM DRY DENSITY OF 110 PCF OR GREATER WHEN DETERMINED IN ACCORDANCE WITH ASTM D1557.
      (2) PLASTICITY INDEX GREATER THAN 12.
      (3) LIQUID LIMIT LESS THAN 45.
      (4) PARTICLE SIZE DISTRIBUTION WITH GREATER THAN 50% PASSING THE NO. 200 SIEVE.
   (B) SUITABLE COARSE-GRAINED SOILS – SOIL MATERIALS THAT COMPLY WITH ASTM-02487 SOIL CLASSIFICATION GROUPS SW, SP, SM, SW, SP AND SC.
   (C) UNSUITABLE FILL – SOIL MATERIALS THAT DO NOT MEET THE STATED CRITERIA FOR SUITABLE SOILS SHALL NOT BE USED AS STRUCTURAL FILL.
   (D) SALVAGED CONCRETE AND GRANULAR BASE MATERIALS REMOVED FROM EXISTING PAVEMENT AREAS MAY BE USED AS STRUCTURAL FILL, SUBJECT TO GRADATION, PLACEMENT AND COMPACTION CONTROL BY THE GEOTECHNICAL ENGINEER.

4. INSTALLED FILL LAYERS SCARIFIED OR OTHERWISE DAMAGED BY RAIN, PONDED WATER, OR CONSTRUCTION ACTIVITIES SHALL BE SCARIFIED, DRIED AND RECOMPACTED OR REMOVED AND REPLACED. THIS WORK, EVEN IF PERFORMED AFTER LIFT OR FILL ACCEPTANCE, SHALL BE INCIDENTAL TO THE VARIOUS PAY ITEMS OF THE WORK.

5. SUBSURFACE SUBGRADE CONDITIONS:
   (A) WHERE AREAS OF NEW OR RECONSTRUCTED PAVEMENTS, SOFT OR OTHERWISE UNSATISFACTORY SUBGRADE MATERIALS SHALL TYPICALLY BE REMOVED TO A DEPTH WHERE THE REMAIN IN PLACE UNCONFINED COMPRESSIVE STRENGTH IS 2.0 TSF AND THE MOISTURE CONTENT IS NO MORE THAN 3 PERCENTAGE POINTS ABOVE THE OPTIMUM MOISTURE CONTENT PER ASTM D1557. WHEN THE DEPTH OF UNSUITABLE MATERIAL IS EXCESSIVE AND DOES NOT WARRANT COMPLETE REMOVAL, REMEDIAL PROCEDURES WILL TYPICALLY REQUIRE PLACEMENT OF A GEOTEXTILE FABRIC (WOVEN ROCK OR APPROVED EQUAL) AND SUFFICIENT AGGREGATE FILL (IDOT CA-1 OR ALTERNATE ACCEPTABLE GRANULAR MATERIAL) ON THE REMAINING MATERIAL TO ENABLE THE INSTALLATION OF PROPERLY COMPACTED EARTHFILL TO THE DESIRED SUBGRADE LEVEL. ALTERNATIVE PROCEDURES MAY BE REQUIRED DEPENDING ON THE CONDITIONS ENCOUNTERED. SPECIFIC REQUIREMENTS FOR REMEDIAL AND REMEDIAL PROCEDURES SHALL BE AS DIRECTED BY THE GEOTECHNICAL ENGINEER DURING THE EARTHWORK OPERATIONS.
   (B) REMOVAL OF UNSUITABLE MATERIALS AND INSTALLATION OF REPLACEMENT FILL MATERIAL UNDER AND ADJACENT TO PROPOSED BUILDINGS AND STRUCTURES SHALL BE AS SPECIFIED BY THE GEOTECHNICAL ENGINEER.
   (C) PAYMENT FOR REMOVAL AND REPLACEMENT OF UNACCEPTABLE MATERIALS AND THE INSTALLATION OF GEOTEXTILE FABRIC AND AGGREGATE FILL SHALL BE AS INDICATED IN THE SPECIAL PROVISIONS. SUCH PAYMENT SHALL INCLUDE ALL ITEMS NECESSARY FOR REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS, SUPPLY AND PLACEMENT OF FABRIC AND AGGREGATE MATERIALS, SUPPLY, PLACEMENT AND COMPACTION OF SUITABLE FILL MATERIAL AND ANY DEWATERING ASSOCIATED DURING THESE ACTIVITIES.

6. SUITABLE FILL MATERIALS SHALL BE PLACED AS COMPACTED STRUCTURAL FILL UNDER PROPOSED PAVEMENTS, BUILDINGS AND STRUCTURES, WHERE FILL IS REQUIRED. COMPACTED FILL SHALL BE PLACED TO ELEVATIONS REQUIRED TO INSTALL THE PROPOSED THICKNESS AND ESTABLISH THE INDICATED SUBBASE ELEVATIONS OF THE PAVEMENTS AND FINISHED SURFACE INDICATED ON THE PLANS.

7. UNSUITABLE MATERIALS MAY BE PLACED WITHIN ADJACENT OPEN SPACE AREAS ONLY WHERE FILL OF SUCH KIND TO OBTAIN FINAL SUBGRADE LEVELS. IF BORROW PITS ARE USED TO OBTAIN STRUCTURAL FILL MATERIAL, UNSUITABLE MATERIALS MAY BE USED TO BRING THE BORROW AREAS TO GRADE. DISPOSAL OF SUCH MATERIALS SHALL BE LIMITED TO AREAS AND DEPTHS APPROVED BY THE GEOTECHNICAL ENGINEER. IF SUFFICIENT ACCEPTABLE PLACEMENT AREAS ARE NOT AVAILABLE, ASSUMING UNSUITABLE AND UNSUITABLE MATERIALS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF.

8. IF NECESSARY, THE CONTRACTOR SHALL PROVIDE SUFFICIENT SUITABLE STRUCTURAL FILL MATERIAL FROM OFF-SITE SOURCES AS NECESSARY TO COMPLETE EARTHWORK OPERATIONS TO THE REQUIRED LEVELS AND DIMENSIONS. THE SUITABILITY OF MATERIALS SUPPLIED BY THE CONTRACTOR SHALL BE AS DEFINED IN PARAGRAPH (3) OF THESE SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE THE GEOTECHNICAL ENGINEER ACCESS TO THE PROPOSED OFF-SITE SOURCES TO TAKE SAMPLES AND EVALUATE THE MATERIALS.

COMPACTION NOTES:

1. FILL MATERIAL SHALL BE PLACED IN LAYERS (LIFTS) AND COMPACTED IN ACCORDANCE WITH THE FOLLOWING SPECIFIED REQUIREMENTS. TYPICALLY, LIFT THICKNESS SHALL NOT EXCEED 8 INCHES (LOOSE DIMENSION) AND THE MATERIAL WHEN COMPACTED SHALL HAVE A MOISTURE CONTENT WITHIN THE RANGE OF –1 TO +3 PERCENTAGE POINTS OF ITS OPTIMUM VALUE. NECESSARY LIFT THICKNESSES AND MOISTURE CONTROLS SHALL BE AS DETERMINED BY THE GEOTECHNICAL ENGINEER, TO OBTAIN THE REQUIRED COMPACTION AND STRENGTH OF MATERIAL IN PLACE.

2. UNPAVED AREAS: COMPACT TOP 6 INCHES OF SUBGRADE AND EACH SUCCESSIVE LAYER (NOT EXCEEDING 12-INCH THICKNESS OF LOOSE MEASURE) OF BACKFILL OR FILL MATERIAL TO A MINIMUM OF 75% RELATIVE DENSITY FOR FREE-DRAINING COHESIONLESS SOILS (ASTM D4253 & D4254) AND 90% MAXIMUM DENSITY FOR COHESIVE SOIL MATERIAL, AS DETERMINED BY THE MODIFIED PROCTOR METHOD (ASTM D1557).

3. PAVEMENT AREAS: COMPACT TOP 6 INCHES OF SUBGRADE AND EACH LAYER OF BACKFILL OR FILL MATERIAL TO A MINIMUM OF 95% RELATIVE DENSITY FOR FREE-DRAINING COHESIONLESS SOILS (ASTM D4253 & D4254) AND 95% MAXIMUM DRY DENSITY FOR COHESIVE SOILS AND WELL GRADED GRANULAR SOIL, AS DETERMINED BY THE MODIFIED PROCTOR METHOD (ASTM D1557).

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CLIENT
DEAN M. POZARZYCKI, R.A.
4728 MAIN STREET
DOWNERS GROVE, IL

PROJECT TITLE
SIGNATURE APARTMENTS
9300 BLOCK OF FAIRVIEW AVENUE
BROOKFIELD, IL

SEAL

Date: October 24, 2014
Revised: November 20, 2014

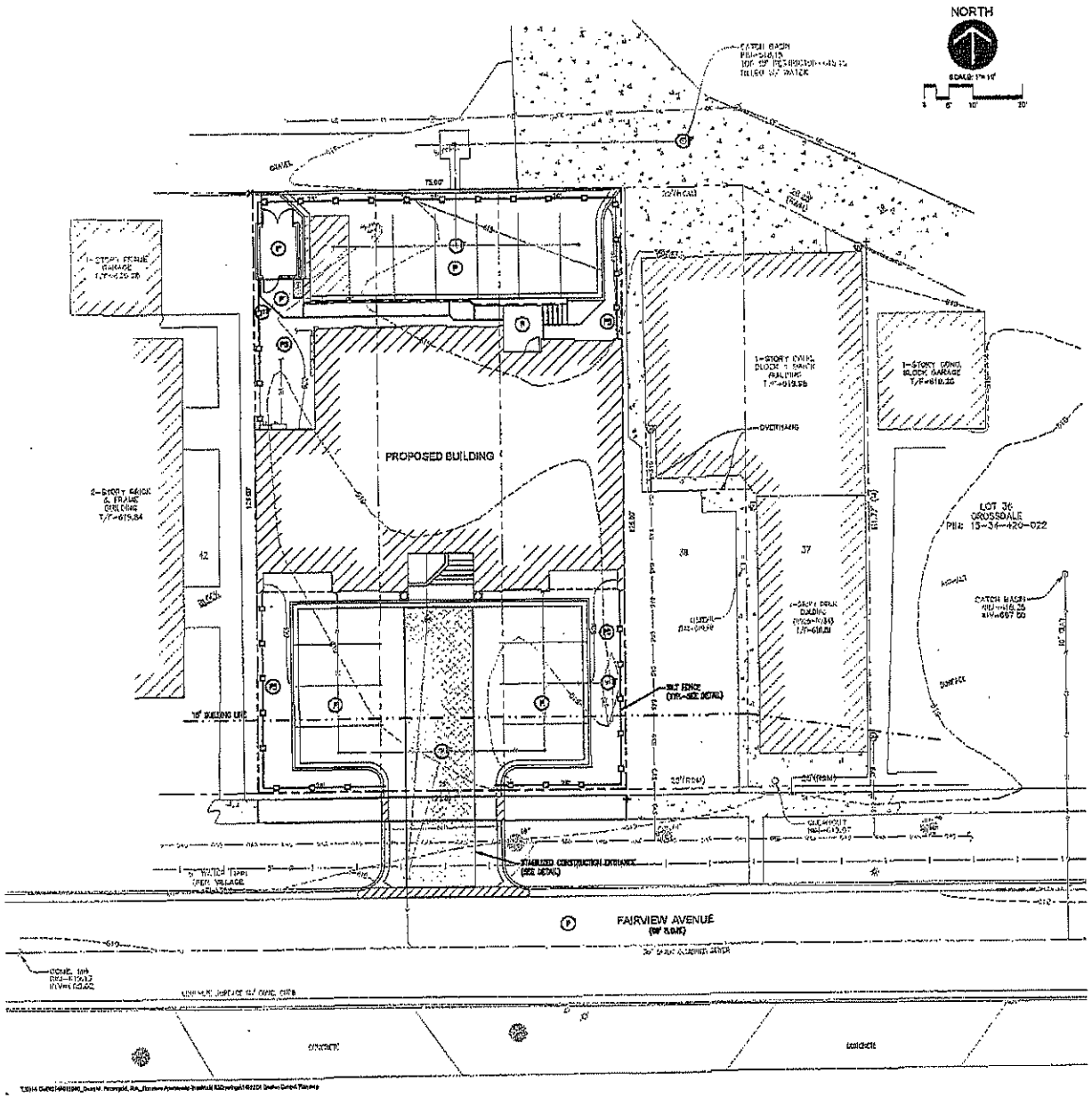
No.	Date	Description
1	10.31.14	Village Revisions
2	11.07.14	Village Revisions
3	11.20.14	Permit Submittal
4	12.19.14	Village Revisions
5	01.16.15	Village Revisions
6	02.03.15	Village Revisions
7	03.04.15	Village Revisions

Project #: 2214001.2800
Drawn By: DJV
Checked By: RJD
Issue Date: 03.27.15

Sheet Title:
GRADING PLAN

C3.0

Sheet 3 of 7



SOIL EROSION SCHEDULE												
STABILIZATION TYPE	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.
A PERMANENT SEEDING					SEE NOTE							
B DORMANT SEEDING												
C SODDING					SEE NOTE 2 & 3 BELOW							
D MULCHING												

A. KENTUCKY BLUEGRASS @ 80#/ACRE MIXED W/PERENNIAL RYE GRASS @ 20#/ACRE
B. KENTUCKY BLUEGRASS @ 135#/ACRE MIXED W/PERENNIAL RYE GRASS @ 40#/ACRE PLUS 2 TONS STRAW MULCH/ACRE
C. SOD
D. STRAW MULCH @ 2 TONS/ACRE

NOTE:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ALL SOIL EROSION AND SEDIMENTATION CONTROLS, AS REQUIRED HEREIN, AND MAINTAINING THESE CONTROLS AS FOLLOWS:

1. FOR 90 DAYS AFTER OCCUPANCY PERMIT IS ISSUED, EXCEPT THAT AT SUCH TIME ALL SEEDED & MULCHED AREAS MUST BE ESTABLISHED, ANY DAY STRAWON OF STONE WHICH SHALL HAVE UNDERGONE AT LEAST THREE MOWINGS.

SOIL EROSION CONTROL MEASURE				
CONTROL MEASURE	PLAN REF.	CONTROL MEASURE CHARACTERISTICS	SEDIMENT	EROSION
PERMANENT SEEDING	PS	PROVIDES PERMANENT VEGETATIVE COVER TO CONTROL EROSION. FILTERS SEDIMENT FROM WATER. MAY BE PART OF FINAL LANDSCAPE PLANS.		●
PAVING	P	PROVIDES PERMANENT COVER ON PARKING LOTS AND ROADS OR OTHER AREAS WHERE VEGETATION CANNOT BE ESTABLISHED.		●
INLET FILTER	IF	USED TO FILTER SEDIMENT FROM RUNOFF BEFORE IT ENTERS A DRAINAGE STRUCTURE.	●	
SILT FENCE	SF	USED FOR SMALL LOTS OR DRAINAGE AREAS LESS THAN 1/2 ACRE TO FILTER SEDIMENT FROM RUNOFF.	●	

EROSION CONTROL SEQUENCE OF OPERATIONS:

1. INSTALL STABILIZED CONSTRUCTION ENTRANCE INTO THE SITE.
2. INSTALL SILT FENCE AND INLET FILTERS.
3. AGGREGATE BASE COURSE WORK, CURBS, AND BASE COURSE PAVING SHALL BE PERFORMED AS SOON AS PRACTICAL.
4. GREEN SPACE AREAS WHICH ARE GRADED AND NO LONGER IN THE PATH OF CONSTRUCTION OPERATIONS SHALL BE TOPSOILED, SEEDED OR SODDED, AND MULCHED AS SOON AS POSSIBLE IN ONE CONTINUOUS OPERATION.
5. PRIOR TO REMOVING INLET FILTERS FROM STORMWATER INTAKE STRUCTURES, REMOVE AND PROPERLY DISPOSE OF ALL ACCUMULATED SILT IN FILTERS.

EROSION CONTROL NOTES:

1. CONTRACTOR SHALL OBTAIN NPDES PERMIT, IF REQUIRED.
2. INSTALL TEMPORARY EROSION CONTROL MEASURES (INLET PROTECTION, SILT FENCE, AND ROCK CONSTRUCTION ENTRANCES) PRIOR TO BEGINNING ANY EXCAVATION OR DEMOLITION WORK AT THE SITE.
3. EROSION CONTROL MEASURES SHOWN ON THE EROSION CONTROL PLAN ARE THE ABSOLUTE MINIMUM. THE CONTRACTOR SHALL INSTALL TEMPORARY EARTH DIKES, SEDIMENT TRAPS OR BASINS, ADDITIONAL SILTATION FENCING, AND/OR BALE THE SOIL MATERIALS, TO THE EXTENTS AS DEEMED NECESSARY TO FURTHER CONTROL EROSION.
4. ALL CONSTRUCTION SITE ENTRANCES SHALL BE SURFACED WITH CRUSHED ROCK ACROSS THE ENTIRE WIDTH OF THE ENTRANCE AND FROM THE ENTRANCE TO A POINT 50' INTO THE CONSTRUCTION ZONE.
5. THE TOE OF THE SILT FENCE SHALL BE EMBEDDED IN A MINIMUM OF 8". THE EARTH BACKFILL SHALL BE COMPACTED WITH A VIBRATORY PLATE COMPACTOR.
6. ALL GRADING OPERATIONS SHALL BE CONDUCTED IN A MANNER TO MINIMIZE THE POTENTIAL FOR SITE EROSION. SEDIMENT CONTROL PRACTICES MUST BE ESTABLISHED ON ALL DOWN GRADIENT PERIMETERS BEFORE ANY UP GRADIENT LAND DISTURBING ACTIVITIES BEGIN.
7. ALL EXPOSED SOIL AREAS MUST HAVE TEMPORARY PROTECTION COVER ACCORDING TO THE FOLLOWING:

TYPE OF SLOPE	TIME (MAXIMUM TIME AN AREA CAN REMAIN OPEN WHEN THE AREA IS NOT ACTIVELY BEING WORKED).
SLOPES STEEPER THAN 3:1	WITHIN 7 DAYS
SLOPES BETWEEN 10:1 AND 3:1	WITHIN 14 DAYS
SLOPES FLATTER THAN 10:1	WITHIN 21 DAYS

THESE AREAS INCLUDE CONSTRUCTED STORM WATER MANAGEMENT POND SIDE SLOPES, AND ANY EXPOSED SOIL AREAS WITH A POSITIVE SLOPE TO A STORM WATER CONVEYANCE SYSTEM, SUCH AS A CURB AND GUTTER SYSTEM, STORM SEWER INLET, TEMPORARY OR PERMANENT DRAINAGE DITCH, OR OTHER NATURAL OR MAN MADE SYSTEMS THAT DISCHARGE TO A SURFACE WATER.

8. IN AREAS WHERE CONCENTRATED FLOWS OCCUR (SUCH AS SWALES AND AREAS IN FRONT OF STORM WATER INTAKES AND ADJACENT THE EROSION CONTROL FACILITIES SHALL BE ENCASED BY STABILIZATION STRUCTURE TO PROTECT THOSE FACILITIES FROM THE CONCENTRATED FLOWS.
9. ALL STORM SEWER INTAKE INLETS NOT NEEDED FOR SITE DRAINAGE DURING CONSTRUCTION SHALL BE COVERED TO PREVENT RUNOFF FROM ENTERING THE STORM SEWER SYSTEM. CATCH BASINS NECESSARY FOR SITE DRAINAGE DURING CONSTRUCTION SHALL HAVE INLET FILTER BARRETTE INSTALLED. THE FILTER BARRIERS SHALL BE MAINTAINED UNTIL THE TEMPORARY AREAS ARE RESTORED.
10. INSPECT THE CONSTRUCTION SITE ONCE EVERY SEVEN DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS.
11. ALL SILT FENCES MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES 1/2 OF THE HEIGHT OF THE FENCE. THESE REPAIRS MUST BE MADE WITHIN 24 HOURS OF DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS.
12. IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, OFF-SITE ACCUMULATIONS OF SEDIMENT MUST BE REMOVED IN A TIMELY FASHION, AT A FREQUENCY SUFFICIENT TO MINIMIZE OFF-SITE IMPACTS.
13. ALL SOILS TRACKED ONTO PAVEMENT SHALL BE REMOVED DAILY.
14. ALL PERMANENT RECREATION BASINS MUST BE RESTORED TO THEIR DESIGN CONDITION IMMEDIATELY FOLLOWING STABILIZATION OF THE SITE.
15. UPON COMPLETION OF THE PROJECT AND STABILIZATION OF ALL DISTURBED AREAS, ALL TEMPORARY EROSION CONTROL FACILITIES SHALL BE REMOVED FROM THE SITE.
16. RESTORE ALL DISTURBED TURF AREAS WITH 6" TOPSOIL, SEED AND MULCH.

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OWNER:
DEAN M. POZARZYCKI, R.A.
4726 MAIN STREET
DOWNERS GROVE, IL

PROJECT:
SIGNATURE APARTMENTS
6900 BLOCK OF FAIRVIEW AVENUE
BROOKFIELD, IL

SHEET:

Date: October 24, 2014
Revised: November 18, 2015

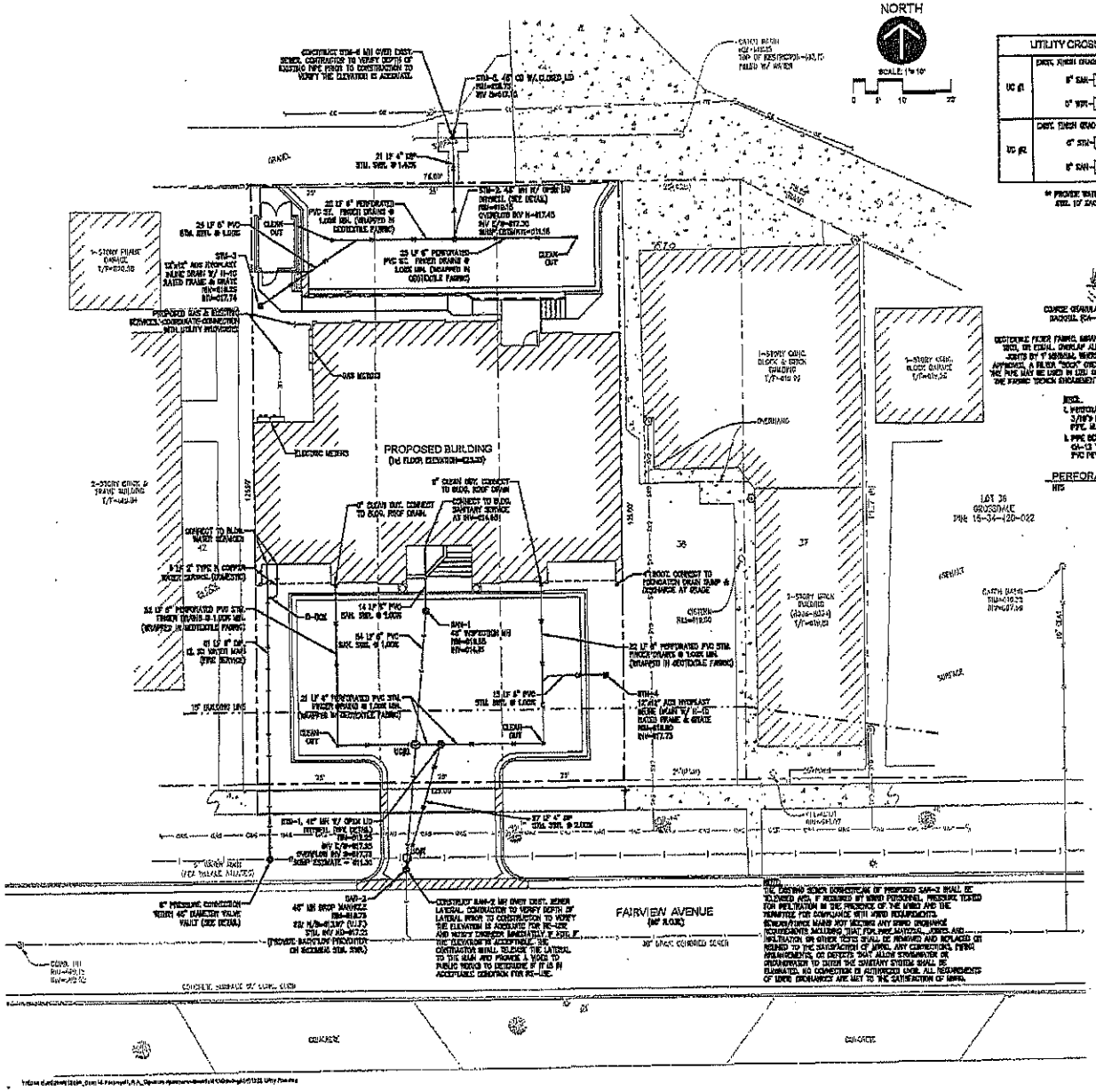
Rev.	Date	Description
1	04.13.15	Village Review
2	06.29.15	Village Review
3	07.29.15	Permit Submittal
4	01.15.16	Village Review
5	02.19.16	Village Review
6	03.21.16	Village Review
7	04.04.16	Village Review

Project #: 2014006.000
Drawn By: SJV
Checked by: DJD
Date: 03.22.16

SHEET TITLE:
EROSION CONTROL PLAN

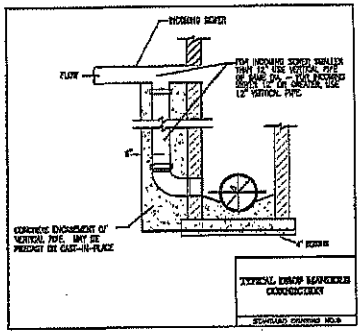
C4.0

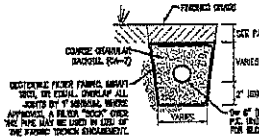
Sheet 4 of 7



UTILITY CROSSING TABLE		
UC #1	DIST. FINISH GRADE = 618.50 8" SAN — TOP = 614.50 STM = 614.00 8" WTR — TOP = 613.40 STM = 613.04	CLEAR = 0.46'
UC #2	DIST. FINISH GRADE = 618.50 8" STM — TOP = 610.70 STM = 608.20 8" SAN — TOP = 614.73 STM = 614.23	CLEAR = 3.53'

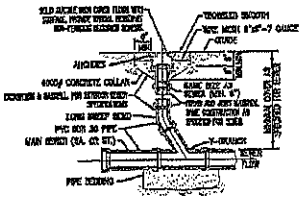
** PROVIDE WATER MAIN BUNDLE SAW, STEEL 10' EACH SIDE OF CROSSING



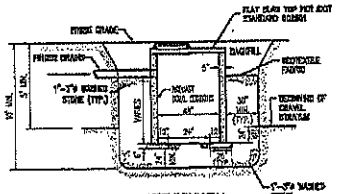


NOTES:
1. PERFORATED PVC PIPE AND FITTINGS SHALL HAVE 3/16"ø HOLES ON 1/6" RISER IN BOTTOM HALF OF PIPE, MINIMUM OF 15 OPENINGS PER LINEAL FOOT.
2. PIPE BEDDING MATERIAL SHALL BE CA-15 OR CA-13 TO A LEVEL OF 12" ABOVE THE TOP OF THE PVC PIPE.

PERFORATED PVC FINGER DRAINS
NTS



CLEAN OUT
NTS



48"Ø DRYWELL
FILLED WITH CA-7 BELOW THE FINGER DRAIN INVERT

CONTRACTOR TO ITS INSPECTION HOLE, PRIOR TO MANUFACTURED DRYWELL STRUCTURE, TO DETERMINE THE REQUIRED DEPTH FROM THE SURFACE UNTIL GRAVEL OR SAND STRATA IS REACHED. FINAL MANHOLE HEIGHT SHALL BE MODIFIED TO REACH BEYOND THE SURFACE OF THE POROUS STRATUM BY A MINIMUM OF 2 FT.

UTILITY NOTES

1. STORM SEWERS SHALL BE PVC PIPE CONFORMING TO ASTM D2241, SDR 26, WITH ASTM D3212 JOINTS AND ASTM F477 ELASTOMERIC GASKETS, UNLESS OTHERWISE NOTED, OR DUCTILE IRON PIPE (DIP) CONFORMING TO ANSI A21.51 (AWWA C151), CLASS 52, WITH "PUSH-ON" OR "MECHANICAL" JOINTS CONFORMING TO AWWA C111 AND C600.

PERFORATED PVC STORM SEWERS SHALL CONFORM TO ASTM D2729, SCHEDULE 40, WITH ASTM D3212 JOINTS AND ASTM F477 ELASTOMERIC GASKETS, UNLESS OTHERWISE NOTED.

2. SANITARY SEWERS SHALL BE PVC PIPE CONFORMING TO ASTM D3034, SDR 26, WITH ASTM D3212 JOINTS AND ASTM F477 ELASTOMERIC GASKETS, UNLESS OTHERWISE NOTED.

"WATER MAIN QUALITY" SANITARY SEWERS, WHERE NOTED ON THE PLANS, SHALL BE PVC PIPE CONFORMING TO ASTM D2241, SDR 26, WITH ASTM D3139 JOINTS AND ASTM F477 ELASTOMERIC GASKETS.

3. ALL WATER MAINS AND SERVICE PIPES SMALLER THAN 3" IN DIAMETER SHALL BE DUCTILE IRON PIPE (DIP) CONFORMING TO ANSI A21.51 (AWWA C151), CLASS 52, POLYWRAPPED, WITH "PUSH-ON" OR "MECHANICAL" JOINTS CONFORMING TO AWWA C111 AND C600. PIPES SHALL BE CEMENT-LINED PER ANSI A21.4 (AWWA C104).

ALL COPPER WATER TUBE SHALL CONFORM TO ASTM B-88, TYPE K ANNEALED TEMPER. FITTINGS SHALL BE ASME B16.18 CAST COPPER ALLOY OR ASME B16.22 WROUGHT COPPER.

4. AT ALL LOCATIONS WHERE A SANITARY SEWER (OR STORM SEWER) CROSSES A WATER MAIN OR SERVICE PIPE, PROVIDE "WATER MAIN QUALITY" SEWER PIPE WITHIN 10 FEET MEASURED HORIZONTALLY FROM THE POINT OF CROSSING.

5. AT LOCATIONS WHERE MAINS OR SERVICE PIPES ARE SHOWN AS CROSSING BELOW SEWERS, THEY SHALL BE DEPRESSED BELOW THE MINIMUM SEWER DEPTH AS NECESSARY TO MAINTAIN THE 18 INCH MINIMUM ALLOWABLE CLEAR SEPARATION.

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OWNER
DEAN M. POZARZYCKI, R.A.
47728 MAIN STREET
DOWNERS GROVE, IL

PROJECT
SIGNATURE APARTMENTS
6300 BLOCK OF FAIRVIEW AVENUE
BROOKSFIELD, IL

Seal

Date: October 21, 2014
Revised: November 30, 2016

No.	Date	Description
1	04.15.16	Village Review
2	06.03.16	Village Review
3	08.26.16	Added Sidewalk
4	09.19.16	Village Review
5	09.30.16	Village Review
6	11.15.16	Village Review
7	12.01.16	Village Review

Project No: 2014001.000
Drawn By: SJV
Checked By: BJD
Issue Date: 03.27.15
Sheet Title:
UTILITY PLAN

C5.0
Sheet 5 of 7

GENERAL NOTES

1. ELEVATIONS ARE U.S.G.S. DATUM.
2. DO NOT SCALE DRAWINGS FOR BUILDINGS FROM THESE DRAWINGS.
3. THE CONTRACTOR SHALL VERIFY ALL ELEVATIONS PRIOR TO THE START OF WORK. ANY DISCREPANCIES FOUND SHALL BE IMMEDIATELY REPORTED TO THE ENGINEER AND NO FURTHER WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS CHANGED AND CORRECTED BY THE ENGINEER.
4. THE ACCURACY AND COMPLETE INCLUSION OF THE LOCATIONS OF EXISTING UTILITIES IS NOT GUARANTEED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PRIVATE AND PUBLIC UTILITIES EVEN THOUGH THEY MAY NOT BE SHOWN ON THE PLANS, ANY UTILITY THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE ENGINEER, PUBLIC OR PRIVATE OWNER AND UTILITY OWNER, BY THE CONTRACTOR AT HIS OWN EXPENSE.
5. IN THE INTERESTS OF ENSURING THE CONSTRUCTION SHALL CONTACT "JULIE" AT (800) 892-0123 TO HAVE COMMON UTILITY COMPANIES FIELD LOCATE THEIR INSTALLATIONS A MINIMUM OF TWO FULL BUSINESS DAYS BEFORE SITE EXCAVATION FOR A FIELD LOCATION.
6. THE CONTRACTOR SHALL EXAMINE THE PLANS AND SPECIFICATIONS, VISIT THE SITE OF THE WORK AND INFORM HIMSELF FULLY WITH THE WORK INVOLVED, SCHEDULE AND LOCAL CONDITIONS, ALL FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, RULES AND REGULATIONS AND ALL OTHER MATTERS WHICH MAY AFFECT THE COST AND TIME OF COMPLETION OF THE PROJECT BEFORE SUBMITTING A PROPOSAL. FORMATS AND DESIGNS OF A TEMPORARY NATURE NECESSARY FOR THE PROGRESSION OF THE WORK SHALL BE DESIGNED AND PAID FOR BY THE CONTRACTOR.
7. THE CONTRACTOR SHALL BE REQUIRED TO MAKE ARRANGEMENTS FOR THE PROPER BRACING, SHORING AND OTHER REQUIRED PROTECTION OF ALL BUILDINGS, STRUCTURES, PIPES, CABLES AND WIRES, BEFORE CONSTRUCTION BEGINS. HE SHALL BE RESPONSIBLE FOR ANY DAMAGE TO SEE STRUCTURES OR REMOVED AND ASSOCIATED STRUCTURES AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF THE OWNER AND OWNER AT HIS OWN EXPENSE.
8. NO TRENCH ARE TO BE LEFT OPEN IN THE PAVEMENT OR PAVEMENT OVER A HOLIDAY, WEEKEND, OR AFTER 3 P.M. ON THE DAY PRECEDING A HOLIDAY OR WEEKEND, OR AT ANY TIME THE EXCAVATION CANNOT BE SUPERVISED, BECAUSE WITH SHOE FORCE AND DARKNESS.
9. THE CONTRACTOR SHALL RESTORE ANY AREA DISTURBED TO A CONDITION EQUAL TO OR BETTER THAN ITS ORIGINAL USE. THIS SHALL INCLUDE FRESH SEEDING, ESTABLISHMENT OF A MOISTURE, LOWER BERMUDA GRASS SOD AND GENERAL CLEANUP. THE CONTRACTOR SHALL NOT EXCAVATE OR DISTURB BEYOND PROPERTY LINE BOUNDARIES, UNLESS OTHERWISE NOTED.
10. THE FOLLOWING MUST BE NOTIFIED TWO WORKED DAYS PRIOR TO STARTING CONSTRUCTION:

PUBLIC WORKS DEPARTMENT	(708) 485-5240
EDWIN HANCOCK ENGINEERING CO.	(708) 885-0300

11. ALL LOT STAKES DAMAGED OR DESTROYED DURING CONSTRUCTION OF THIS PROJECT SHALL BE REPLACED BY THE ENGINEER AND PAID COST OF REPLACEMENT SHALL BE PAID BY THE CONTRACTOR.
12. ALL WORK PERFORMED SHALL BE DONE BY QUALIFIED CONTRACTORS AND SUBCONTRACTORS FAMILIAR WITH THE TYPE OF WORK TO BE ACCOMPLISHED.
13. ALL SITE IMPROVEMENTS, INCLUDING STORM WATER DRAINAGE (BUT NOT WATER MAIN AND SANITARY SEWER) SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL APPLICABLE SECTIONS OF THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION", ADOPTED JAN 1, 2012 WITH ALL SUBSEQUENT SUPPLEMENTS, AND THE STANDARDS OF THE VILLAGE OF BROOKFIELD. IN CASE OF CONFLICT, THE LATTER SHALL BE PREVAILING.
14. ALL SEWER AND WATER MAIN CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION, UNLESS OTHERWISE NOTED.
15. ALL MANHOLES AND VALVE VAULTS SHALL HAVE "SANITARY" "STORM" OR "WATER" CAST INTO THE CAST IRON LIDS, AS APPROPRIATE.
16. ALL DRIVEWAY AND WALKS WHICH FALL WITHIN THREE FEET OF EXISTING OR PROPOSED PAVED AREAS SHALL BE BACKFILLED WITH AGGREGATE CA-6 OR OTHER APPROVED GRANULAR MATERIAL TO THE GRADE SHOWN, FOR A DISTANCE OF 2'-0" BEYOND THE PAVEMENT AND EXTEND DOWN FROM THAT POINT AT A 1:1 SLOPE, AWAY FROM THE PAVEMENT.
17. "RAND-SEAL" CONNECTORS, OR EQUAL, SHALL BE USED TO JOIN PIPES OF DISSIMILAR MATERIALS.
18. ALL NEW AND EXISTING STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH GRADE PRIOR TO FINAL INSPECTION OF THE WORKS. ADJUSTMENTS UPWARD SHALL BE MADE USING PRECAST CONCRETE ADJUSTMENT RINGS, NOT TO MORE THAN 8" OF FINISH SHALL BE USED. IF THE TOTAL DEPTH OF ALL ADJUSTMENTS EXCEEDS 8", THEN ADJUSTMENTS SHALL BE MADE BY REINFORCEMENT AND/OR ADDED/REMOVING COMPLETE BARREL SECTIONS TO ACHIEVE DESIRED ELEVATIONS.
19. WHENEVER A SEWER CROSSES UNDER A WATER MAIN, THE MINIMUM VERTICAL DISTANCE FROM THE TOP OF THE SEWER TO THE BOTTOM OF THE WATER MAIN SHALL BE 18 INCHES. FURTHERMORE, A MINIMUM HORIZONTAL DISTANCE OF 10 FEET BETWEEN ALL SEWERS AND SERVICES AND WATER MAINS SHALL BE MAINTAINED UNLESS THE SEWER IS LAID IN A SEPARATE TRENCH, PROVIDED A MINIMUM 18" VERTICAL SEPARATION, OR THE SEWER IS LAID IN A TRENCH WITH THE WATER MAIN LOCATED AT THE OPPOSITE SIDE ON A BENCH OF UNDISTURBED EARTH PROVIDED A MINIMUM OF 18" VERTICAL SEPARATION. IF EITHER THE VERTICAL OR HORIZONTAL DISTANCES DESCRIBED ABOVE CANNOT BE MAINTAINED, OR THE WORK CROSSES ABOVE THE WATER MAIN, THEN EITHER A DISTANCE OF 10 FEET ON EITHER SIDE OF THE WATER MAIN, THE SEWER PIPES SHALL BE CASE IRON OR DUCTILE IRON.
20. PERMITS AND LICENSES OF A TEMPORARY NATURE NECESSARY FOR THE PROGRESSION OF THE WORK SHALL BE SECURED AND PAID FOR BY THE CONTRACTOR. PRIOR TO SUBMITTING HIS BID, THE CONTRACTOR SHALL CALL THE ATTENTION OF THE ENGINEER TO ANY MATERIAL OR EQUIPMENT HE DEEMS UNNECESSARY AND TO ANY ITEM OF WORK OMITTED.
21. THE CONTRACTOR WILL HAVE IN HIS POSSESSION, OR ON HIS SITE, A COPY OF THE PLANS AND SPECIFICATIONS PRIOR TO BEGINNING WORK.
22. THE FINAL LOCATIONS OF WATER AND SANITARY SERVICES MAY VARY FROM THOSE SHOWN ON THE PLAN.
23. ANY SOIL EROSION CONTROL MEASURES, IN ADDITION TO THOSE OUTLINED IN THESE PLANS AND WHICH ARE DEEMED NECESSARY BY THE VILLAGE ENGINEER SHALL BE IMPLEMENTED IMMEDIATELY BY THE CONTRACTOR.
24. ANY WORK INSTALLED WITHOUT PRIOR NOTIFICATION TO THE VILLAGE OF BROOKFIELD AND EDWIN HANCOCK ENGINEERING CO. SHALL BE UNCOVERED BY THE CONTRACTOR, AT HIS OWN EXPENSE, FOR THE INSPECTION BY THE VILLAGE AND EDWIN HANCOCK ENGINEERING CO.
25. THE VILLAGE OF BROOKFIELD AND EDWIN HANCOCK ENGINEERING CO. SHALL BE NAMED AS ADDITIONAL INSURED. A CERTIFICATE OF INSURANCE MUST BE SUBMITTED TO AND APPROVED BY THE VILLAGE OF BROOKFIELD PRIOR TO BEGINNING ANY WORK ON THE SITE.
26. ONE (1) SET OF RECORD DRAWINGS SHALL BE SUBMITTED TO EDWIN HANCOCK ENGINEERING, CO. AND TO THE VILLAGE BUILDING & PLANNING DEPARTMENT PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT.

PAVEMENT & CONCRETE CONSTRUCTION

1. ALL SITE IMPROVEMENTS, INCLUDING STORM WATER DRAINAGE (BUT NOT WATER MAIN AND SANITARY SEWER) SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL APPLICABLE SECTIONS OF THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION", ADOPTED JAN 1, 2012 WITH ALL SUBSEQUENT SUPPLEMENTS, AND THE STANDARDS OF THE VILLAGE OF BROOKFIELD. IN CASE OF CONFLICT, THE LATTER SHALL BE PREVAILING.
2. ALL EXISTING PAVEMENT OR CONCRETE TO BE REMOVED SHALL BE SAWCUT ALONG LINES OF PROPOSED REMOVAL BEFORE REMOVAL OPERATION BEGINS.
3. ALL CURBS CONSTRUCTED OR REPLACED OVER A UTILITY TRENCH SHALL BE REINFORCED WITH TWO #4 REBARS FOR A LENGTH OF 20 FEET CENTERED OVER THE TRENCH. DOWELLED CURB AT TRANSITION TO THE SAME HEIGHT USING TYPE 20 REBARS.
4. ALL PROPOSED ELEVATIONS SHOWN ON PLANS ARE FINISHED SURFACE ELEVATIONS.
5. ALL MAIN ARE TO THE BACK OF CURB AND ARE NOTED ON THE PLANS.
6. CONTRACTION JOINTS SHALL BE CONSTRUCTED AT TEN (10) FOOT MINIMUM INTERVALS. THE REGULAR CURB FACE SHALL BE A MINIMUM OF THREE (3) INCHES OF 3/4" TO 1-1/4" WASH GRADED GRANULAR MATERIAL TO ALLOW FOR PROPER SUBGRADE DRAINAGE. COMPLETED CURB SUBGRADE SHALL BE SHAPED PARALLEL TO THE CURB FLOW LINE AND UNIFORMLY GRADED TO THE INLETS AND CATCH BASINS. ALL PAVEMENTS SHALL BE CONSTRUCTED ON A SELECT COMPACTED SUBGRADE, GRADED PARALLEL TO THE FINISH SURFACE.
7. EXPANSION JOINTS SHALL BE REQUIRED AT ALL POINTS OF CURVATURE, AT BOTH SIDES OF ALL DRAINAGE STRUCTURES AND ALL LOCATIONS WHERE THE CONCRETE ABUTS THE CONCRETE CURB AND GUTTER.
8. CURB AND GUTTER SHALL BE CONSTRUCTED AND TIED INTO EXISTING P.C.C. PAVEMENT IN ACCORDANCE WITH LOCAL STANDARDS WHERE AND ABOUT
9. ALL CONCRETE CURB AND GUTTER AND SIDEWALKS SHALL BE CURED WITH "ILL MEMBRANE CS-309 CURING COMPOUND OR APPROVED EQUAL.
10. ALL CONCRETE CURB AND GUTTER SHALL BE SEALED WITH "ILL MEMBRANE 1144 SEALANT OR APPROVED EQUAL, IMMEDIATELY AFTER BEING CUT (SAWED OR GROOVED) AT A RATE OF 300 SQ. FT. PER GALLON (PLUS/MINUS 5 PERCENT). THE SURFACE MUST BE THOROUGHLY CLEAN AND DRY OF APPLICATION.
11. ALL PUBLIC SIDEWALKS SHALL BE CONSTRUCTED OF CLASS SI CONCRETE, 6" THICK, BASE SHALL BE FOUR INCHES (4") OF COMPACTED CRUSHED STONE OR TYPE APPROVED BASE MATERIAL OVER UNDISTURBED NATURAL SUBGRADE FREE OF PARTICLES.
12. WHERE NEW PAVEMENT MEETS EXISTING BITUMINOUS CONCRETE OR PORTLAND CEMENT CONCRETE PAVEMENTS, A CUT JOINT OF TRANSITIONAL LENGTH NO LESS THAN TEN (10) FEET WILL BE REQUIRED. THE SUBGRADE SHALL BE GRADED PARALLEL TO THE FINISH SURFACE GRADE. IN SUCH SHALL TRANS TO THE CURB LINE AND TO THE INLETS AND CATCH BASINS. POSITIVE DRAINAGE MUST BE ACCOMPLISHED ON THE COMPLETED SUBGRADE ON THE PLACEMENT OF BASE MATERIAL WILL BE ALLOWED.
13. THE INSTALLATION OF THE BITUMINOUS SURFACE COURSE SHALL BE DELAYED UNTIL THE BASE COURSE IS "FROST HEAVED" BY THE CONTRACTOR, AT HIS COST, TO THE SATISFACTION OF THE ENGINEER.

SITE GRADING NOTES

1. EXCAVATION AND EMBANKMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS", ADOPTED JANUARY 1, 2012 WITH ALL SUBSEQUENT SUPPLEMENTS. COMPACTION OF ALL EMBANKMENTS SHALL NOT RESULT FROM SETTLEMENT OR SLOUGHING.
2. ALL SITE WORK SHALL INCLUDE CLEARING, STRIPPING, AND STOCKPILING OF TOPSOIL, REMOVING UNDESIRABLE MATERIALS, THE CONSTRUCTION OF EMBANKMENTS, CONSTRUCTING NON-STRUCTURAL FILLS, AND FINAL SHAPING AND TRIMMING TO THE LINES, GRADES AND CROSS SECTIONS SHOWN ON THE PLANS.
3. UNSUITABLE MATERIAL ENCOUNTERED IN EXCAVATING FOR PAVEMENT SUBGRADES SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL TO THE LINES APPROVED BY THE ENGINEER. UNSUITABLE MATERIAL THAT IS DISPOSED SHALL BE DISPOSED OF AT THE CONTRACTORS EXPENSE.
4. TOPSOIL EXCAVATED SHALL BE STOCKPILED ON THE SITE IN AREAS DESIGNATED BY THE ENGINEER UNTIL SUCH TIME THAT THIS TOPSOIL CAN BE USED FOR FINAL GRADING.
5. ANY CRACK AREAS IN THE RIGHT-OF-WAY DISTURBED DURING CONSTRUCTION SHALL BE RESTORED WITH 3" OF FURNISHED TOPSOIL AND SOD.

WATERMAIN CONSTRUCTION

1. ALL WATER MAIN CONSTRUCTION SHALL BE IN ACCORDANCE WITH "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", LATEST EDITION, AND ALL OTHER APPLICABLE NOTES AND ON THIS PLANS, AND IN ACCORDANCE WITH CODES AND ORDINANCES OF THE VILLAGE OF BROOKFIELD.
2. ALL WATER MAINS SHALL BE DUCTILE IRON PIPE CLASS 52, WITH POLYETHYLENE ENCASEMENT, AND CEMENT MECHANICAL OR PUSH-ON JOINTS AND SHALL CONFORM TO ANSI A21.51, AWWA C151 AND ANSI A21.11, AWWA C111.
3. ALL FITTINGS SHALL BE COMPACT DUCTILE IRON AND SHALL CONFORM TO ANSI/AWWA STANDARD SHALL BE ALL LATEST CLASS 350, 150LB, CEMENT OR APPROVED EQUAL.
4. ALL PIPE AND FITTINGS SHALL BE CEMENT LINED IN ACCORDANCE WITH ANSI/AWWA.
5. ALL FITTINGS AND ACCESSORIES SHALL BE AS FOLLOWS
   - MJ MEGA-LUGS, ALL CHANGES IN DIRECTION AND BENDS SHOWN ON THE PLANS
   - AND ASSEMBLY VALVE
   - TYTE GASKETS ON ALL PVC PIPE (REQUIRES PUB DEPARTMENT APPROVAL)
   - STAINLESS STEEL BOLTS REQUIRED ON ALL VALVES & HYDRANTS (EXCLUDING T-BOLTS)
   - FILED LOK GASKETS REQUIRED PUBLIC WORKS DEPARTMENT APPROVAL
   - TRACER WIRE ON ALL PVC PIPE (REQUIRES PUB DEPARTMENT APPROVAL)
   - WARNING TAPE ABOVE ALL PVC PIPE (REQUIRES PUB DEPARTMENT APPROVAL)
6. ALL TAPPING SLEEVES SHALL BE SMITH BLAIR = MODEL 666 W/ STAINLESS STEEL BOLTS.
7. ALL VALVES SHALL BE AS FOLLOWS
   - MANUFACTURER: MUELLER OR U.S. PIPE
   - SIZE: 4" THROUGH 12" = 4" TURN UP
   - VALVE BOX: MUELLER H-10360 OR TYLER 6850 SERIES
   - REQUIRED STEMS: STAINLESS STEEL "NUT AND VALVE BOX STABILIZER
   - VALVE MARKER: IN PUBLIC RIGHTS-OF-WAY
8. ALL WATER MAIN DISINFECTION SHALL BE PERFORMED BY VILLAGE PERSONNEL ONLY. A MINIMUM OF 24 HOURS NOTICE SHALL BE GIVEN PRIOR TO REQUESTED SHUT-DOWNS.
9. ALL FIRE HYDRANTS SHALL BE AS FOLLOWS:
   - MANUFACTURER: MUELLER SUPER CENTURION
   - MODEL A-423 BREAKAWAY
   - COLOR: YELLOW (FINE IMPROVEMENT ALL COLOR CODE)
   - NOZZLES: 2-2.5" AND 1-4.25" NATIONAL STANDARD
   - INLET FLANGE JOINT: ALIGNMENT ATTACHED (A MUST JOINT READY)
   - DEPTH: 4'-0" DEEP
   - REQUIRED OPTIONS: STAINLESS STEEL TEE
     VALVE BOX STABILIZER ON ASSEMBLY
10. ALL TEE BOXES, FIRE HYDRANTS AND VALVES SHALL BE ADEQUATELY SUPPORTED WITH POUR BLOCKING, SUPPORTED LATERALLY WITH POURED IN PLACE BLOCKING AGAINST UNDISTURBED EARTH.
11. WATER MAINS AND WATER SERVICE LINES SHALL BE PROTECTED FROM SANITARY SEWERS, STORM SEWERS, COMBINED SEWERS, HOUSE SEWER SERVICE CONNECTIONS AND DRAINS IN ACCORDANCE WITH ALL ILL. ENVIRONMENTAL PROTECTION AGENCY, [illegible] PUBLIC WATER SUPPLIES, CHAPTER 41, PART 653, SECTION 653.111 SEPARATION OF WATER MAINS AND SEWERS.
12. ALL WATER SERVICES SHALL BE 1.5 INCH TYPE "K" COPPER PIPE WITH FLARED CONNECTIONS UNLESS OTHERWISE NOTED ON PLANS.
13. ALL SEWER SERVICE FITTINGS SHALL BE AS FOLLOWS:
   - MATERIAL: BRASS
   - JOINT TYPE: FLARE OR COMPRESSION
   - MANUFACTURER: MUELLER
   - CORPORATION STOP: H-15000 (FLARE) OR H-15008 (COMPRESSION)
   - CURB STOP: H-15403-2 (FLARE), H FOR 3/4" — 1"
     H-15253 (FLARE), FOR 1.5" — 2"
   - CURB BOX: H-10314 (FLARE) FOR 3/4" — 1"
     H-10317 (FLARE) FOR 1.5" — 2"
     (BOTH WITH FORGED CONCRETE PADS)
14. ALL BRONZE CLAMPS SHALL BE SMITH-BLAIR OR ROMANEL, SIZE OF 6X1, 6X (STAINLESS STEEL) OR POWERTEAL (STAINLESS STEEL).
15. ALL SERVICE SADDLES SHALL BE AS FOLLOWS:
   - MANUFACTURER: SMITH BLAIR
   - TYPE: MODEL 304 OR MODEL 366 (18" LENGTH)
   - USED ALL CAST IRON WATER MAIN
   - SIZE: ALL PVC WATER MAIN
     ABOVE 1" TAPS ON SADDLE FROM WATER MAIN
16. ALL WATER MAINS SHALL HAVE A MINIMUM DEPTH OF COVER OF 5'-6". WATER MAIN MAY BE LAID ON A 2" RISE/CLIMB TO ENSURE EVEN BEARING ALONG THE ENTIRE LENGTH OF THE PIPE.

STORM SEWER CONSTRUCTION

1. ALL STORM SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, ADOPTED JAN. 1, 2012, AND REVISIONS THERETO, THE NOTES IN THIS PLANS, AND IN ACCORDANCE WITH THE ORDINANCES OF THE VILLAGE OF BROOKFIELD.
2. ALL STORM SEWERS SHALL BE REINFORCED CONCRETE PIPE, AASTM DESIGNATION C-76, CLASS II, UNLESS SHOWN OTHERWISE. 12" AND SMALLER STORM SEWER SHALL BE PVC SDR-26, UNLESS SHOWN OTHERWISE ON PLANS.
3. ALL MANHOLES AND INLET STRUCTURES SHALL BE PRECAST REINFORCED CONCRETE, A.S.T.M. DESIGNATION C-478.
4. ALL ROOF DRAINS AND FOOTING DRAINS SHALL DISCHARGE INTO STORM SEWER.

SANITARY SEWER CONSTRUCTION

1. ALL SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", LATEST EDITION, AND REVISIONS THERETO, THE NOTES AND ON THE PLANS, AND IN ACCORDANCE WITH CODES AND ORDINANCES OF THE VILLAGE OF BROOKFIELD.
2. THE SANITARY SEWER AND SERVICE SHALL BE CONSTRUCTION OF POLYVINYL CHLORIDE (PVC) PIPE, CONFORMING TO TYPE PSM, IN ACCORDANCE WITH ASTM D-3034 PIPE, AND ASTM D-3033 PIPE, AND ASTM F-679 FOR PIPE CONNECTION FROM 8" TO 15", AND THE STANDARD DIMENSION RATIO (SDR) SHALL BE 26. ALL FITTINGS SHALL BE SDR-26 — 15E.
3. ALL SANITARY SEWER MANHOLES SHALL BE PROVIDED WITH APPROVED CAST IN PLACE RUBBER MODIFIED CHLORINE MANHOLE BASES HAVING A MINIMUM WALL THICKNESS OF SIX INCHES (6"), MEETS WITH A CERTIFIED CONCRETE CONFORMATION AND WITH STAINLESS STEEL BANDING STRAPS PROPERLY SIZED. ALL SANITARY SEWER MANHOLES SHALL BE COMPLETELY SEALED WITH BUTYL TAPE AND ENTRY SEALS, INCLUDING ALL COMPONENT PARTS, BOTTOMS, BARRELS, ADJUSTING RINGS AND CASKETS.
4. ALL FLEXIBLE CONNECTORS SHALL BE KORSEN BRAND.
5. ALL TYPE 1 SEWERS SHALL HAVE THE WORD "SANITARY" CAST INTO THE TOP AND SHALL BE THE CONCENTRIC MANHOLE TYPE. ALL COVERS USED FOR SANITARY SEWERS SHALL HAVE A MACHINED SURFACE AND A RUBBERIZED RUBBER GASKET SEAL. ALL MANHOLE FRAMES SHALL BE SET WITH BUTYL ROPE JOINT SEALANT.
6. ALL FINAL ADJUSTMENTS OF CASTINGS WILL BE ACCOMPLISHED BY THE USE OF PRECAST CONCRETE ADJUSTING RINGS SET IN BUTYL ROPE JOINT SEALANT. MORTAR JOINTS WILL NOT BE ALLOWED. TOTAL HEIGHT OF ADJUSTING RINGS USED SHALL NOT EXCEED EIGHT (8") INCHES.
7. ALL TRENCHES WITHIN ROADWAY LIMITS RESULTING FROM SANITARY SEWER SERVICE CONSTRUCTION SHALL BE BACKFILLED WITH GRANULAR TRENCH BACKFILL.
8. SANITARY SEWER SERVICES SHALL BE CONNECTED TO THE MAIN SEWER WITH SITE TYPE FITTING OF A SADDLE TAP (TO BE APPROVED BY THE PUBLIC WORKS DEPARTMENT).
9. SANITARY SEWER SERVICES SHALL BE CONSTRUCTED ACCORDING TO THE DETAILS IN THE PLANS AND THE EXACT LOCATION OF EACH SHALL BE DETERMINED IN THE FIELD. THE CONTRACTOR SHALL FURNISH AS-BUILT DRAWINGS OF SANITARY SEWER SERVICES TO THE COMPLETION OF CONSTRUCTION, BEFORE ANY OCCUPANCY PERMITS PROCESSED BY THE CONTRACTOR.
10. A TEE TYPED 4"x4"x4" POST SHALL BE PLACED VERTICALLY IN THE GROUND AT REFUSE TERMINATION, 4' OUT OF THE GROUND.
11. ALL SANITARY SEWER AND MANHOLES TO HAVE STONE BEDDING (1/4" TO 1" IN SIZE, WITH A MINIMUM THICKNESS EQUAL TO 1/4 OF THE OUTSIDE DIAMETER OF THE SEWER PIPE BUT NOT LESS THAN 4 INCHES. GRADE CA 11 AND 13 ARE ACCEPTABLE. FOR THERMOPLASTIC PIPE THE BEDDING AND BACKFILL MATERIAL AND METHOD SHALL MEET ASTM D-2321, CLASS I. STANDARDS EXCEPT THAT A UNIFORM GRADATION OF THE GRANULAR MATERIAL MAY RANGE FROM 1/4" TO 1" IN SIZE. THE MINIMUM MATERIAL SHALL EXTEND ABOVE THE TOP OF THE PIPE A MINIMUM OF 12".
12. ALL FLOOR DRAINS SHALL DISCHARGE INTO THE SANITARY SEWER.
13. DOWNHEAD PLUMBING IS REQUIRED IN ALL NEW BUILDINGS SERVED FLOOR DRAIN BELOW FLOOR LEVEL.
14. WHERE A SEWER MAIN LATERAL OR BUILDING SERVICE SEWER CROSSES A WATERMAIN, A MINIMUM VERTICAL SEPARATION OF 18" SHALL BE PROVIDED BETWEEN THE TOP OF THE SEWER PIPE AND THE BOTTOM OF THE WATER PIPE. WHERE THE 18" VERTICAL SEPARATION IS NOT PROVIDED, THE SEWER SHALL BE CONSTRUCTED OF WATERMAIN QUALITY PIPE. ADDITIONALLY, THE SANITARY SEWER SHALL BE APPROVED AS REQUIRED BY STANDARD DRAWING NO. 20 (PAGE 284) OF THE "STANDARD SPECIFICATIONS".
15. ALL SANITARY MANHOLES SHALL BE VACUUM TESTED IN ACCORDANCE WITH ASTM C-1244-05 STANDARDS

SANITARY SEWER TESTING

THE ENGINEER SHALL DETERMINE DURING CONSTRUCTION WHETHER INFILTRATION OR EXFILTRATION TESTING SHALL BE REQUIRED. NORMALLY ALLOWABLE INFILTRATION SHALL BE 100 GALLONS PER MILE PER INCH DIAMETER OF PIPE. THE USE OF A V-NOTCH WEIR OR A PLATE WITH SPROUT TO MEASURE FLOWS SHALL BE DETERMINED BY THE ENGINEER PRIOR TO THE TEST.

THE SANITARY SEWER SHALL BE TELEVISED BY THE CONTRACTOR AND A VIDEO TAPE RECORD SHALL BE MADE AND TURNED OVER TO THE MUNICIPALITY.

ALL SANITARY SEWERS WILL BE TESTED BY THE CONTRACTOR UNDER THE SUPERVISION OF THE MUNICIPALITY ENGINEER. ALL TESTING WILL BE DONE IN COMPLIANCE WITH THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS), CURRENT EDITION.

ALL PROPOSED SANITARY MANHOLES SHALL BE VACUUM TESTED IN ACCORDANCE WITH ASTM D-3600-94 & ASTM C-1244-93 PRIOR TO PLACING INTO SERVICE.

DEFLECTION TESTING FOR FLEXIBLE THERMOPLASTIC PIPE

ALL PIPELINE SHALL BE TESTED FOR EXCESS DEFLECTION BY PULLING A 9.00 = NO DIP MANDREL THROUGH THE PIPE FROM MANHOLE TO MANHOLE. THE MANDREL SHALL BE SIZED IN ACCORDANCE WITH THE TESTING LIMITS GIVEN BELOW, AND AS SPECIFIED IN THE SPECIAL PROVISIONS. A "DEFLECTOMETER" MAY ALSO BE USED TO CHECK AND RECORD DEFLECTION, WHEREVER POSSIBLE AND PRACTICAL. THE TESTING SHALL PROCEED FROM THE DOWNSTREAM ENDS AND PROCEED TOWARDS THE UPSTREAM ENDS.

WHERE DEFLECTION IS FOUND TO BE IN EXCESS OF ALLOWABLE TESTING LIMITS, THE CONTRACTOR SHALL EXCAVATE TO THE POINT OF EXCESS DEFLECTION AND CAREFULLY CONSTRUCT AROUND THE POINT WHERE EXCESS DEFLECTION WAS FOUND. THE LINE SHALL THEN BE RECHECKED FOR DEFLECTION. HOWEVER, INSTEAD AFTER THE INITIAL TESTING THE DEFLECTED PIPE FAIL TO RETURN TO THE ORIGINAL SIZE (WHOLE DIAMETER), THE LINE SHALL BE REPLACED.

SAMPLING SHALL BE PERFORMED ON ALL SEWER PIPELINE BY THE ENGINEER.

DEFLECTION LIMITS FOR FLEXIBLE THERMOPLASTIC PIPES

DEFLECTION OF POLYVINYL CHLORIDE (PVC) PIPE SHALL NOT EXCEED 5.0% OF THE "BASE I.D." (INTERNAL DIAMETER) OF THE PIPE. "BASE I.D." INTERNAL DIAMETER OF THE PIPE. "BASE I.D." SHALL BE CALCULATED IN ACCORDANCE WITH THE FOLLOWING:

AVG ID = AVG OD — MINIMUM
TOLERANCE PACKAGE = (AVG + MI + MI + MT) 1/2
WHERE
A = OD TOLERANCE (ASTM D3034)
B = EXCESS WALL THICKNESS TOLERANCE = 0.067
C = CUT-OF-ROUNDNESS TOLERANCE = 0.067 (AVG OD)
T = MINIMUM WALL THICKNESS (ASTM D3034)

BASE ID = AVG ID — TOLERANCE PACKAGE

WATER MAIN TESTING
(INCLUDING FIREMAIN TESTING)

ALL WATER MAIN AND SERVICE PIPE, FITTINGS, VALVES AND HYDRANTS SHALL BE SUBJECTED TO A HYDROSTATIC PRESSURE OF 150 PSI AFTER INSTALLATION. EACH SECTION OF SEWER MAIN AND CONNECTIONS TO BE PRESSURE TESTED SHALL BE COMPLETELY FILLED WITH WATER TO EXPEL ALL TRAPPED AIR, AND THE TEST PRESSURE SHALL BE APPLIED BY ONE OF A PUMP CONNECTED TO A TAP IN THE PIPE. THE TEST PRESSURE SHALL HOLD WITHOUT PRESSURE LOSS OR FURTHER PUMPING APPLICATION FOR A DURATION OF TWO HOURS, IN THE EVENT OF A PRESSURE LOSS, THE CONTRACTOR SHALL LOCATE AND CORRECT ALL LEAKS, AND "RETEST" THE HYDROSTATIC PRESSURE TEST UNTIL SATISFACTORY TO THE VILLAGE ENGINEER. THE CONTRACTOR SHALL BE CONTACTED AT LEAST 24 HOURS PRIOR TO PRESSURE TESTING THE WATER MAIN.

DISINFECTION

AFTER THE WATER MAIN WORK HAS BEEN SATISFACTORILY COMPLETED, INCLUDING PRESSURE AND LEAKAGE TESTING, THE CONTRACTOR SHALL FURNISH EQUIPMENT AND CHEMICALS NECESSARY TO PROPERLY DISINFECT THE WORK IN ACCORDANCE WITH THE LATEST REVISION OF AWWA STANDARD C651. CHLORINE WHICH MAY BE USED IN THE DISINFECTING SOLUTIONS IS CHLORINE GAS ONLY. DISINFECTING SOLUTIONS SHALL BE APPLIED BY CHLORINATING THE WATER USING CHLORINE APPROVED IN WRITING BY THE ENGINEER, AND SHALL CONTAIN A MINIMUM OF 50 MILLIGRAMS PER LITER (MG/L) OF AVAILABLE CHLORINE. THE DISINFECTING SOLUTION SHALL BE RETAINED IN THE MAIN FOR A PERIOD OF NOT LESS THAN 24 HOURS AFTER WHICH THE WATER SHALL CONTAIN NO LESS THAN 25 MG/L CHLORINE CONSIDERED AT THE END POINT, AFTER THE 24 HOUR RETENTION PERIOD. THE DISINFECTING SOLUTION SHALL BE FLUSHED FROM THE MAIN UNTIL THE CHLORINE CONCENTRATION IN THE WATER FLOWING FROM THE MAIN IS NO HIGHER THAN THAT GENERALLY PREVAILING IN THE DISTRICTS SYSTEM, OR LESS THAN 1 MG/L.

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO LOCAL SEWER SYSTEM SECTION
TYPICAL GENERAL NOTES

1. THE MWRD LOCAL SEWER SYSTEMS SECTION FIELD OFFICE MUST BE NOTIFIED AT LEAST TWO (2) WORKED DAYS PRIOR TO THE COMMENCEMENT OF ANY WORK (CALL (708) 588-4200).
2. ELEVATION DATUM IS U.S.G.S.
3. ALL FLOOR DRAINS SHALL DISCHARGE TO THE SANITARY SEWER SYSTEM EXCEPT FOR FOUNDATION / FOOTING DRAINS PROVIDED TO PROTECT BUILDINGS AND FOR LABORATORIES SERVING GREEN INFRASTRUCTURE. DRAIN TILES / FOOTING / UNDERDRAINS / PERFORATED PIPE ARE NOT ALLOWED TO BE CONNECTED TO OR TO BE TRIBUTARY TO COMBINED SEWERS, SANITARY SEWERS OR STORM SEWERS TRIBUTARY TO COMBINED SEWERS IN COMBINED SEWER AREAS. CONSTRUCTION OF NEW FACILITIES THAT TYPICALLY INTERCEPT AND DISCHARGE DRAIN TILES AND PERFORATED PIPES, COMMONLY KNOWN UNDER SEWER INFRASTRUCTURE, ENCOUNTERED IN THE PROJECT AREA SHALL BE PLUGGED OR REMOVED, AND SHALL NOT BE CONNECTED TO COMBINED SEWERS, SANITARY SEWERS OR STORM SEWERS TRIBUTAR

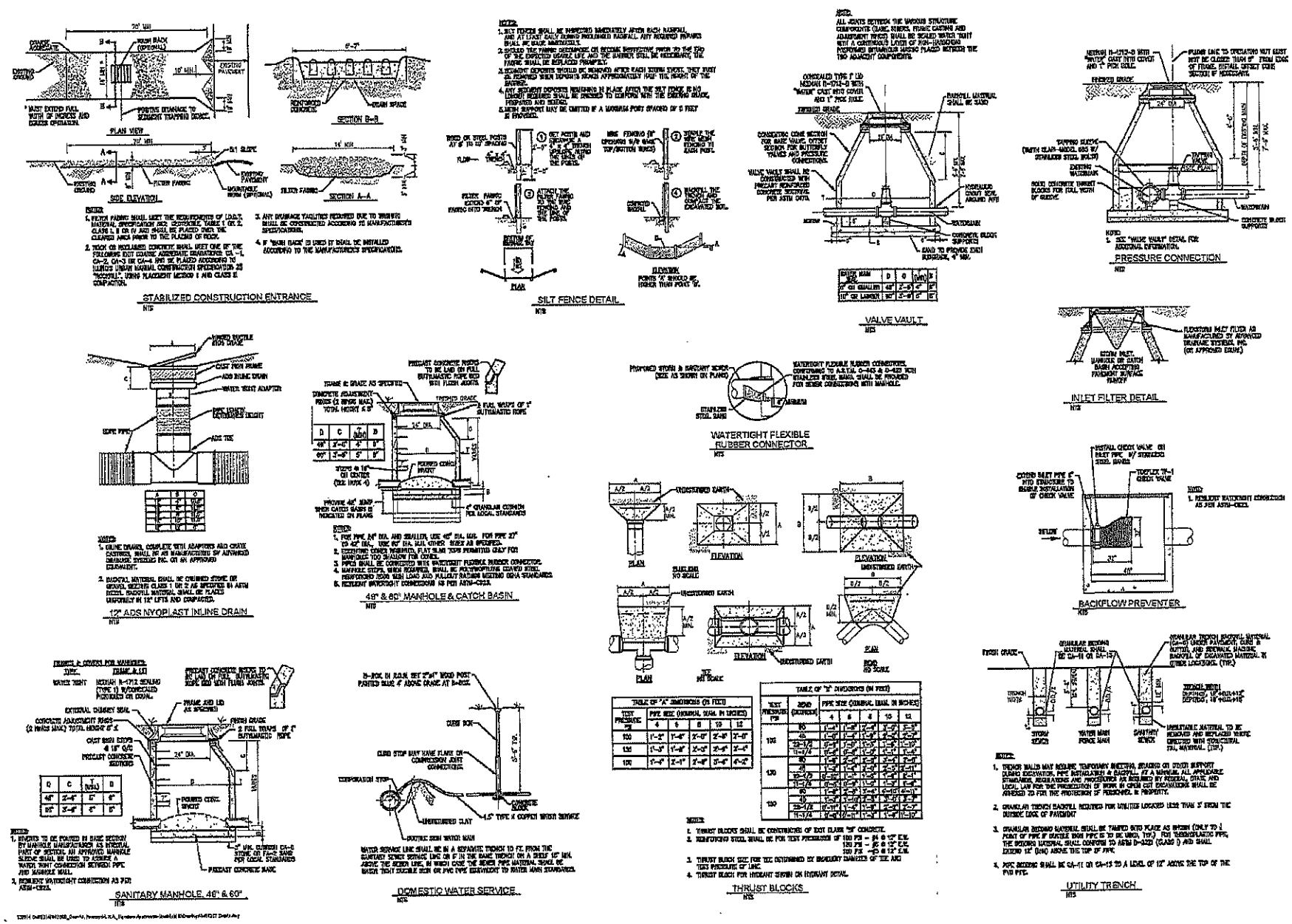


TABLE OF "A" DIMENSIONS (IN FEET)

TEST PRESSURE PSI	PIPE SIZE (NOMINAL DIAM. IN INCHES) 4	6	8	10	12
100	1'-2"	1'-4"	2'-0"	2'-8"	3'-0"
130	1'-3"	1'-8"	2'-3"	2'-9"	3'-4"
150	1'-4"	2'-1"	2'-8"	3'-4"	4'-2"

TABLE OF "B" DIMENSIONS (IN FEET)

TEST PRESSURE PSI	BEND (DEGREES)	PIPE SIZE (NOMINAL DIAM. IN INCHES) 4	6	8	10	12
100	90	1'-4"	1'-8"	2'-4"	3'-0"	3'-8"
	45	1'-0"	1'-4"	1'-8"	2'-2"	2'-7"
	22-1/2	0'-9"	1'-0"	1'-3"	1'-6"	1'-10"
	11-1/4	0'-6"	0'-9"	1'-0"	1'-1"	1'-4"
130	90	1'-4"	1'-8"	2'-4"	3'-0"	3'-8"
	45	1'-0"	1'-4"	1'-8"	2'-2"	2'-11"
	22-1/2	0'-10"	1'-3"	1'-6"	1'-9"	2'-1"
	11-1/4	0'-6"	0'-9"	1'-0"	1'-1"	1'-4"
150	90	1'-4"	1'-8"	2'-4"	3'-0"	3'-8"
	45	1'-0"	1'-4"	1'-8"	2'-2"	2'-7"
	22-1/2	0'-11"	1'-4"	1'-8"	2'-0"	2'-7"
	11-1/4	0'-6"	0'-11"	1'-3"	1'-6"	1'-10"

Larson Engineering, Inc.
1488 Bond Street, Suite 100
Naperville, IL 60563-1883
630.357.6540 (f) 630.357.6104
www.larsonengr.com
ILLINOIS LICENSE NO. 184-001443

Client: DEAN M. POZARZYCKI, R.A.
4728 MAIN STREET
DOWNERS GROVE, IL

Project Title: SIGNATURE APARTMENTS
8900 BLOCK OF FAIRVIEW AVENUE
BROOKFIELD, IL

Date: October 24, 2014
Revised: November 20, 2014

Rev.	Date	Description
1	04.11.14	Village Review
2	04.22.14	Village Review
3	07.23.14	Village Submittal
4	09.19.14	Village Review
5	09.29.14	Village Review
6	10.21.14	Village Review
7	10.24.14	Village Review

Project #: 2214001200
Drawn By: SJV
Checked By: BJD
Issued Date: 03.27.14
Sheet Title: DETAILS

C7.0

Sheet: 7 of 7

PUBLIC NOTICES

LEGAL NOTICE
VILLAGE OF BROOKFIELD
NOTICE OF PUBLIC HEARING
PLANNING AND ZONING COMMISSION
June 23rd, 2016
7:00 pm Regular Meeting

The Village of Brookfield's Planning and Zoning Commission will hold a public hearing on Thursday, June 23rd, 2016 in Edward Barcal Hall located at 8820 Brookfield Avenue, Brookfield, Illinois for the purpose of considering and hearing a request for the continued planned development application regarding a property located at 8934 Fairview Ave, Brookfield, Illinois 60513 (PINs 15-34-420-017 and 15-34-420-019).

Legal Description: Lots 39, 40 and 41 in Block 19 in Grossdale, a subdivision in the southeast ¼ of section 34, township 39 north, range 12, east of the third principal meridian in cook county, illinois.

Application materials may be viewed at the Village of Brookfield Village Hall. Comments, if any, should be provided in writing prior to the date of the public hearing to: Village of Brookfield, Planning and Zoning Commission c/o Emily Egan, 8820 Brookfield Avenue, Brookfield, IL 60513, or in person during the public hearing. Please reference "PZC Case 16-01 - 8934 Fairview Ave."

Individuals with disabilities 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 granted through the front (south) entrance of Village Hall.

By Order of Chuck Grund, Planning and Zoning Commission Chairman.

Published in RB Landmark
6/8/2016

Village of Brookfield

Planning and Zoning Commission Staff Report

TO: The Village of Brookfield's Planning and Zoning Commission

HEARING DATE: June 23rd, 2016

FROM: The Village of Brookfield's Community and Economic Development Department (CEDD)

PREPARED BY: Emily Egan, Village Planner; Research provided by Michael Sewall, CEDD Intern

TITLE

PZC 16-02 – 3617 Prairie Avenue Variations; Momentum Holdings LLC (DBA Momentum Development Group) seeking variations for two proposed single family homes generally located on the east side of Prairie Avenue between Lincoln Avenue and Grant Avenue.

GENERAL INFORMATION

APPLICANT: **Rahul Bhangare: Momentum Holdings, LLC**
1658 Milwaukee Avenue
Chicago, IL 60647

APPLICATION/NOTICE: The application has been filed in conformance with applicable procedural and public notice requirements.

PROPERTY INFORMATION

EXISTING ZONING: A-1 Single Family Residence District
EXISTING LAND USE: Single Family Home and Detached Garage and Shed
PROPERTY SIZE: 9408.75 Square Feet
PINs: 15-34-414-006, 15-34-414-007, 15-34-414-008
SURROUNDING ZONING AND LAND USES:

North:	A-1 Single Family Residence District; Single Family Home
South:	A-1 Single Family Residence District; Single Family Home
East:	A-1 Single Family Residence District; Alley/Duplex
West:	A-1 Single Family Residence District; ROW/Single Family Home

ANALYSIS

SUBMITTALS

This report is based on the following documents, which are on file with the Community and Economic Development Department:

1. Application for Public Hearing and Open Meetings Act Requirements
2. Certification of Legal Notice Published June 8th, 2016 in the *Riverside Brookfield Landmark*
3. Affidavit of mailed notice to property owners within 250 feet of the property indicating the public hearing Letters to Surrounding Property Owners indicating Public Hearing
4. Petitioner Project Submittal Including:
   a. Petitioner's application
      i) Plot Plan
      ii) Elevations
      iii) Exhibits A and B
   b. Proof of ownership in the form of a deed
   c. Plat of Survey for current site

DESCRIPTION

The applicant requests three variations of Section 62-75 and 62-12 of the Village of Brookfield Zoning Code. The three variations requested are described in the table below.

Variation Type	Village Code	Proposed Project	Difference
Lot Width and Street Frontage	50 Feet	37.5 Feet	-12.5 Feet
Lot Square Feet	6,200 Square Feet	4,687 Square Feet	-1,513 Square Feet
Maximum Building Coverage	35% of the Lot or 3,281 Square Feet	44% of the Lot* or 2,067 Square Feet	9% or 853 Square Feet

*The application shows 36% building coverage, but that calculation did not include the garage so the correct building coverage percentage would be 44%.

It should be noted that the applicant has not requested a variation for the 40% green or open space requirement. This results in the same amount of green/open space for the proposed project as would be permitted if only one single family home were to be constructed per the Village Code.

Ultimately, if the applicant's variations are approved two single family homes and detached garages would be permitted on a 75' by 125.45' lot that would otherwise only allow one single family home.

BACKGROUND

The applicant began discussions with Village staff in April 2016 in regards to the Village's Zoning Code. The site was purchased by the applicant on May 11th, 2016 with the intention of building in accordance with either new proposed zoning districts (anticipated for adoption in the summer of 2016), or application for the variations necessary to build two single-family homes on the lot. The new zoning districts under consideration are part of the Village's Zoning Modernization initiative.

PUBLIC COMMENT

No public comments that pertain to the variation application have been submitted to Village Hall in person or by written document as of the writing of this report. Any comments that are submitted after the writing of this report will be presented at the Planning and Zoning Commission public hearing on June 23rd, 2016.

DISCUSSION

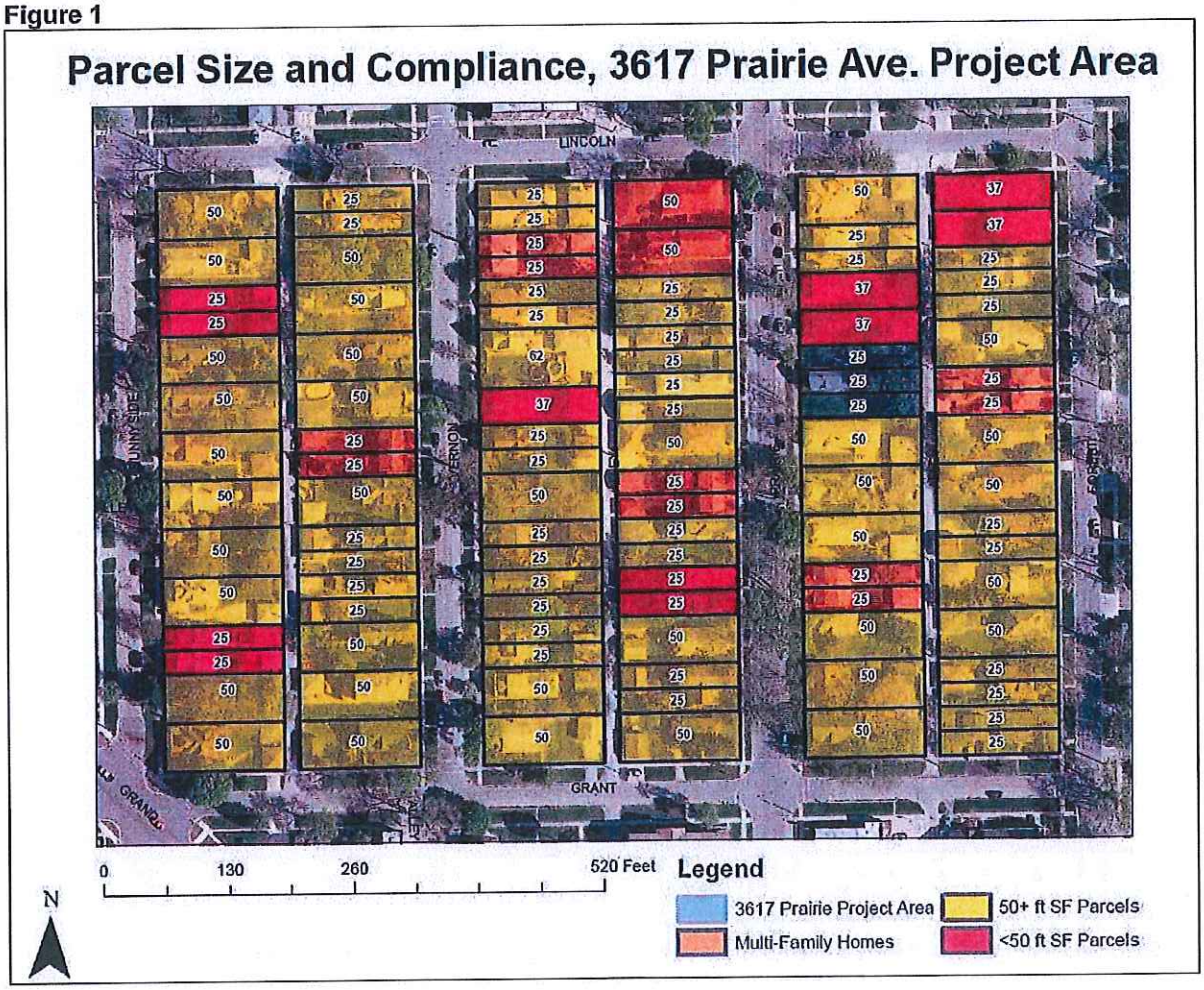
Brookfield's *2020 Master Plan* vision statement explains that the Downtown area should be a model

transit-oriented development, and represents the best of what mixed-use, pedestrian environment near a Metra station should be (p. 13). Because of the proposed project's proximity to the Brookfield Metra station, it has been reviewed with this vision in mind. The proposed project site is located within 0.25 miles of the Brookfield Metra station. Studies suggest that this distance is considered walkable in North America. This would indicate that potential future residents on this site would have greater opportunity to commute by walking to the train station. Supporting development projects that are walkable would reduce the Village's Vehicle Miles Traveled (VMT) and work toward improving the Village's air quality.

Additionally, the proposed project would maintain and protect the predominantly single family residential character of the Village as stated in the Village's *2020 Master Plan* within the Housing and Residential Land-Use Objectives (p.18). Another objective in this topic area is to "Encourage new development and infill development which is complementary to the scale and character of surrounding residential uses" (p. 19). This project would be complementary to the scale and character of the surrounding residential uses.

Figure 1 below identifies the proposed project site and the surrounding lots. The lots shown in red are parcels that do not meet the 50 foot frontage and street width requirement. On the proposed project block there are two 37 foot wide lots directly north of the proposed project as well as two on the east side of the alley. Additionally, there are four multi-family structures on proposed project's block. The existing higher density uses indicates that although the lot width and street frontage are not conforming to the Village Code, the proposed project it is not out of character for the surrounding neighborhood.

Figure 1



The Village of Brookfield wishes to preserve and improve the available housing stock. By calling for high quality materials and well-designed contemporary residential units the Village is better positioned to protect and preserve the housing stock for current and future residents.

The proposed project is not within the FEMA designated flood zone, but is located within one block of it. The Village of Brookfield requires any new residential construction to be reviewed by the Village Engineer for stormwater management. The proposed project would be engineered according to the Village's Stormwater Ordinance adopted in 2015. Discussion and consideration should be given to how the developer might provide stormwater mitigation that would proportionally offset the variation seeking to an increase in building coverage.

CONDITIONS FOR APPROVAL OF VARIATIONS

The standards for variation review, section 62-760 of the Village Zoning Procedure, requires all of the following conditions to be met for approval of variations. (Staff review in italics):

1. The hardship alleged as the basis for the variation must be derived from difficulties pertaining to the property itself which prevent full use of the property of the same extent other properties in close proximity within the same zoning district can be used.

   The three 25' lots were planned at a time before the Village Code was adopted. There are no adjacent lots that the applicant could acquire in order to create two conforming lots.

2. The hardship alleged as the basis for a variation must not be self-created or self-imposed by the applicant or his agent nor by unauthorized and unpermitted acts of any prior owner.

   The existing lot was purchased as is with limited width and street frontage. The lots were not reduced in width or square footage by unpermitted acts of prior owners. The first two variations, lot width and minimum square footage are the result of lot itself. Inadequately sized parcels do not allow efficient use of land or full extent of use. It may be argued that the third hardship, building coverage, is self-imposed due to the desire to build two homes with 400 square foot detached garages instead of one single family home. However, the majority of the additional building coverage is due to the detached garage and Section 62-17 (C)c. of the Village Code indicates had these garages been existing, they would have been allowed to be improved to meet on-site parking requirements without a variation. Therefore, staff understands the proposed project to include two out of three variations as not being self-created or self-imposed.

3. That there is no other means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the property.

   Because the property is surrounded by privately owned lots with single family homes, the owner of the property is unable to purchase or annex additional yard to add to this property in order to make it compliant with the Village Code. A reasonable use of the property would be single family homes on lots smaller than those currently allowed by the code, but that conform to the surrounding area.

4. That the variation sought will not impair an adequate supply of light or air to adjacent property.

   The proposed project conforms to the Village's side yard setback, height, and green space requirements. Therefore, proposed project would not impair the supply of light or air to

adjacent properties.

5. That the variation sought will not unreasonably diminish the values of adjacent property.

   The variations sought do not diminish the values of adjacent properties. It is likely that, as the applicant has suggested, adjacent properties would be see higher property values as a result of high-quality new construction homes. It is possible that the proposed new and modern residential building would be beneficial to the block and the Village overall. The proposed project is consistent with the other homes on the block.

6. That the variation sought will not unreasonably increase congestion in the public streets or otherwise endanger public safety.

   The previous use for the project site was a single family home, whereas the proposed project would result in two single family homes. However, the potential increased congestion would not be unreasonable, for several reasons. First, the walkability of the site as discussed previously would encourage modes of transportation that are not automobile dependent. Second, the block east of the property is zoned B Multiple-Family Residential District and has a higher intensity of and density than the proposed project. Furthermore, Figure 1 shows the immediate surrounding areas and the legal non-conforming buildings that are duplexes and multiple family units. On balance, the proposed project is consistent with the other homes in the block.

   Additionally, the proposed plot plan would provide alley access to the garages, which provides a greater pedestrian protection and safety along the sidewalk.

7. That the variation is in harmony with the general purpose and intent of this ordinance.

   The general purpose and intent of the Village Code as it pertains to this application is to protect the neighborhood character, health, safety, and welfare of the area. If the proposed variations were to be approved, the project would maintain the harmony of neighborhood as well improve the health safety and welfare.

RECOMMENDATIONS

Based on the analysis above, staff believes that the request for variation meets all seven requirements for granting a variation. These variation requests are site specific and are considered within the context of the area, the *2020 Master Plan*, and the intent of the Zoning Code. It should be noted that the Illinois State Statute states that variances do not set precedents for review of future variance requests.

The Planning and Zoning Commission should use the standards of review found in Section 62-760 of the Village Code to consider the following staff suggestions for conditions before recommending approval. If the Plan and Zoning Commission votes to recommend approval of the proposed variations, staff recommends including the following conditions of approval to be forwarded to the Village Board of Trustees

- The applicant commit to two high-quality materials for 70 percent of the façade (not counting doors or windows) facing Prairie Avenue such as: stone, brick, or fiber cement board;
- The applicant commit to not using vinyl siding;
- The applicant commit to stormwater mitigation proportional to the increase in building coverage sought by the variation; one option would be to have the applicant provide 75% funding for an off-site rain garden or other means of stormwater management – above and beyond the on-site storage.

Village staff believes using high quality materials while not allowing vinyl siding would advance *2020 Master Plan* objectives for high quality residential housing in the Village and at the same time would be consistent with the concepts contained in the Zoning Modernization initiatives (which explicitly calls for high quality finishes on residential housing in walking distance of the train station). Further, stormwater mitigation would support the objectives of the Stormwater Ordinance adopted in 2015 while offsetting the impact of replacing a single-family structure with two such buildings.

If Commissioners are in agreement with the staff findings they may adopt staff's findings or edit as necessary.

Staff Report Approved By:

N. W. Greifer

Nicholas W. Greifer
Village of Brookfield
Community and Economic Development Director

The Village of Brookfield
Planning and Zoning Commission Application

Zoning Variance Application

Applicant Information:

1. Name and Phone Number of contact person for application process: RAHUL BHANGARE 630-660-4021
2. Petitioner's Name: MOMENTUM HOLDINGS LLC (DBA MOMENTUM DEVELOPMENT GROUP)
3. Petitioner's Address: 1658 MILWAUKEE AVE #100-8546 CHICAGO, IL 60647
4. Phone Number: 630-414-3433
5. Email Address: RAHUL@MOMENTUMDG.COM
6. Fax Number:
7. Owner of Record Name: MOMENTUM HOLDINGS LLC
8. Owner of Record Address: 1658 MILWAUKEE AVE #100-8546 CHICAGO, IL 60647

Property Information:

9. Common Street Address: 3617 PRAIRIE AVE BROOKFIELD, IL 60513
10. Legal Description: LOTS 39,40, AND 41 IN BLOCK 15 IN GROSSDALE, A SUBDIVISION IN THE SOUTH EAST 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): 15-34-414-006-0000 / 15-34-414-007-0000 / 15-34-414-008-0000
12. When did the owner acquire the property? MAY 20, 2016
13. Is the petitioner in the process of purchasing the property? Yes____ No_x__
    If so, is the purchase contingent on approval of variation? Yes____ No____
14. Is your property use presently (check one): Conforming _x__ Non-conforming ____
15. If the property is a non-conforming use, please explain: _____

16. Surrounding Zoning and Land Use:

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

Zoning Variance Application, continued

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

18. List the variance(s) you are requesting:

(1) Section 62-75 Variance requested to TOTAL LOT AREA OF 4,687 SQ FT

(2) Section 62-75 Variance requested to LOT WIDTH TO 37.5 FT

(3) Section 62-75 Variance requested to MAXIMUM BUILDING COVERAGE 36%

19. What is the proposed use of or improvement to the property? PLEASE SEE EXHIBIT A

20. Is the building for (Check one): Personal Use___ Rental___ Resale X

Please provide responses for the standards for granting zoning variances (attached).

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.

Rahul Bhargava — 5/26/16

Petitioners Signature — Date

Rahul Bhargava — 5/26/16

Owner's Signature (or authorized agent) — Date

STANDARDS FOR GRANTING ZONING VARIANCES
The Village of Brookfield's Zoning Code (Chapter 62, Section 62-760)

1. The hardship alleged as the basis for the variation must be derived from difficulties pertaining to the property itself which prevent full use of the property of the same extent other properties in close proximity in the same zoning district can be used;

SEE EXHIBIT B

2. The hardship alleged as the basis for a variation must not be self-created or self-imposed by the applicant or his agent nor by unauthorized and unpermitted acts of any prior owner;

SEE EXHIBIT B

3. That there is no other means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the property;

SEE EXHIBIT B

4. That the variation sought will not impair an adequate supply of light or air to adjacent property;

SEE EXHIBIT B

5. That the variation south will not unreasonably diminish the values of adjacent property;

SEE EXHIBIT B

6. That the variation sought will not unreasonably increase congestion in the public streets or otherwise endanger public safety;

SEE EXHIBIT B

7. That the variation is in harmony with the general purpose and intent of this ordinance.

SEE EXHIBIT B

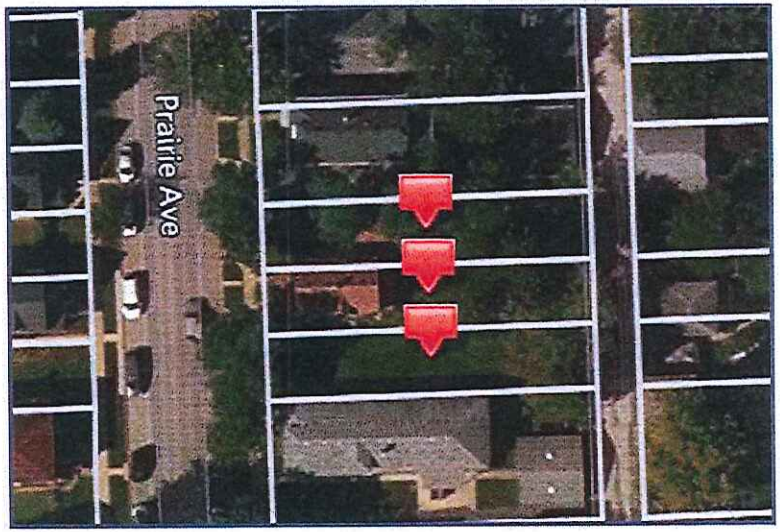
MOMENTUM
DEVELOPMENT GROUP

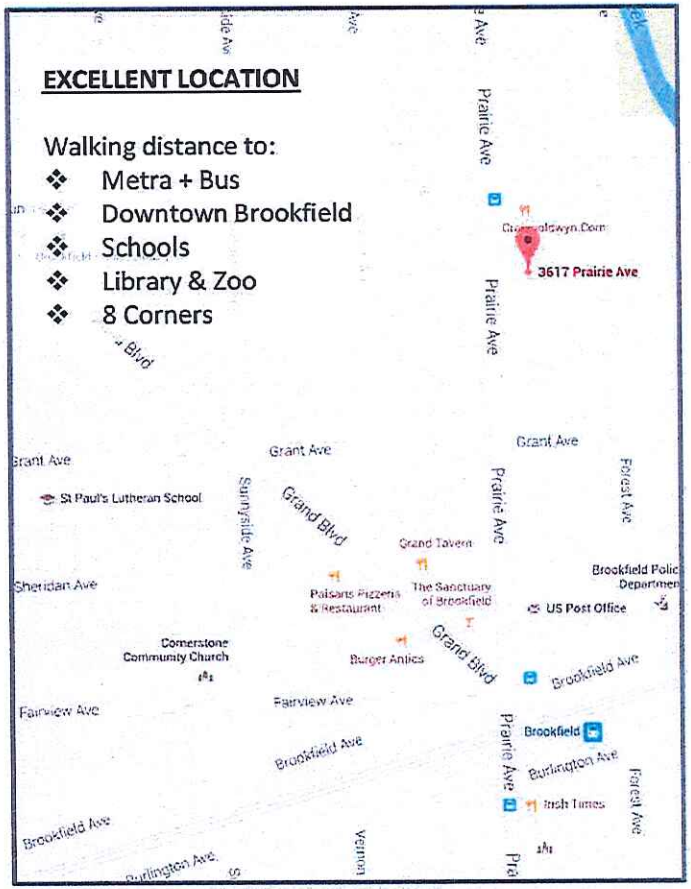
EXHIBIT A
Proposed Development

3617 PRAIRIE AVE

Development Site

- Three 25' x 125' lots
- Current structures
  - Dilapidated SF house
  - Detached 1-car garage





Current Structures

Proposed Development

As-Is

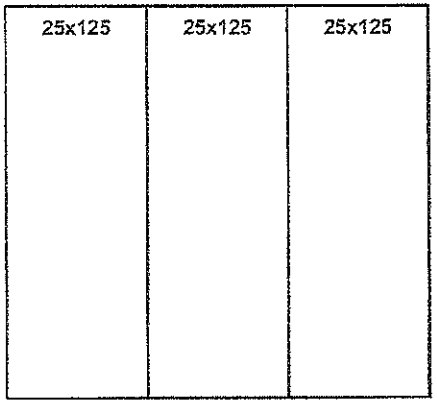
- 3 lots 25' x 125'
- 1 SF home built 1920
- 1 Detached garage

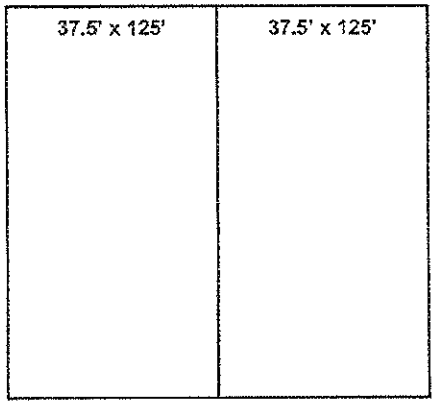
Plan

- Consolidate into two 37.5' x 125' lots
- Two new construction single family homes
- Green design/materials

Features

- ✓ Traditional Architecture
- ✓ 4 Bedroom / 3.5 Bathroom
- ✓ 3,000+ square feet of living space
- ✓ Detached 2-car garage
- ✓ EnergySTAR® certification
- ✓ Pricing from $449,000

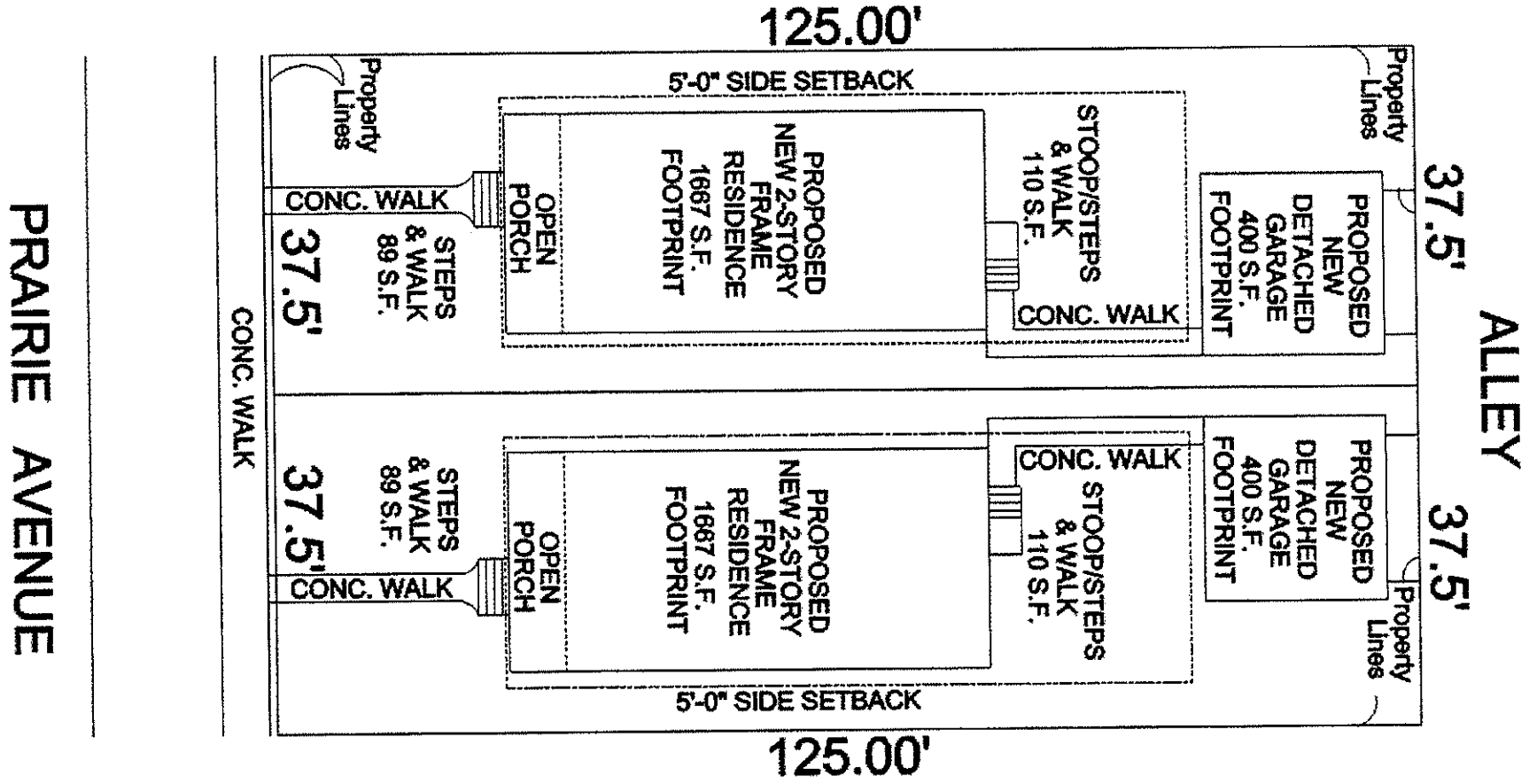




Front Elevations

Plot Plan

Square Footage
Each lot area = 4,687.5 sq. ft.
Maximum building coverage = 4,687.5 x 30% = 1,406.2 sq. ft.
Green or Open Space = 4687.5 x 40% = 1,875 sq. ft.
Proposed Building Coverage: 1,667 sq. ft. > 1,406.2 sq. ft. (Variance)
Proposed Green or Open Space = 1,866 sq. ft. < 1,8750 sq. ft. (OK)



Front Elevations

Clear Benefits

Community	Village
✓ Use of green design and materials/EnergySTAR certification	✓ Supports density goals of the Community & Economic Development Dept.
✓ Elevated property values for adjacent properties	✓ Consistent with Zoning Modernization goals near downtown – just ½ block from current boundary. If the property was within the boundary, we would not require a variance.
✓ Removal of blighted building which potentially threatens public safety	✓ Development would maintain the existing character of the block (multi-family & single family)
✓ Strict adherence to effective storm water management practices	✓ Efficient use of transit-oriented parcels
✓ Decreased congestion on due to 1) removal of existing driveway and 2) targeted to buyer that utilizes commuter rail	

Demonstrated Demand

Address	4147 Park Ave	3441 Vernon Ave	3417 Park Ave	3419 Vernon Ave
LP/SP	$461,000	$463,000	$484,900	$468,800
Status	SOLD	SOLD	PENDING	SOLD
Lot Dimensions	31' x 107'	30' x 125'	30' x 125'	30' x 125'

EXHIBIT B

STANDARDS FOR GRANTING ZONING VARIANCES
The Village of Brookfield's Zoning Code (Chapter 62, Section 62-760)

1. **The hardship alleged as the basis for the variation must be derived from difficulties pertaining to the property itself which prevent full use of the property of the same extent other properties in close proximity in the same zoning district can be used;**

   We are not able to maximize the use or value of the land by only building one structure. We are unable to fully utilize the space to the same extent of properties in close proximity within the same zoning district. Our neighbors to the north (3609 and 3613 Prairie) both have lots that are 37.5' x 125'. Additionally, four other structures in close proximity on the block have greater density by virtue of being multi-family. While we do not seek a multi-family use, we are pursuing a modest increase in density relative to the current use of the site under contract.

2. **The hardship alleged as the basis for a variation must not be self-created or self-imposed by the applicant or his agent nor by unauthorized and unpermitted acts of any prior owner;**

   The hardship has not been self-created or self-imposed.

3. **That there is no other means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the property;**

   The only means to remedy the hardship (inability to maximize the use and value of the land) is to build two structures. It is evident that building one SFR on such a large lot would not be consistent with the character of the block. In addition, it would be less economically beneficial to the property owner, surrounding neighbors, and the village.

4. **That the variation sought will not impair an adequate supply of light or air to adjacent property;**

   We are maintaining the 5' side setback requirement in our proposed design, thus light and air flow should not be hindered. In addition, the side setbacks of neighboring properties to the north and south are larger than 5', allowing for increased air and light supply.

5. **That the variation south will not unreasonably diminish the values of adjacent property;**

   The variance will greatly improve the value of adjacent property. The two high quality, modern, and efficient homes we plan to build have an estimated market value of greater than $425,000 each. To put this into perspective, the tax EMV for 3623 Prairie (southern neighbor) is $238,350 and 3613 Prairie (north neighbor) is $189,010. As a result, the proposed project would actually increase the values of adjacent and nearby properties (by pulling up average home values).

6. **That the variation sought will not unreasonably increase congestion in the public streets or otherwise endanger public safety;**

   This variance will not increase, but decrease congestion. Currently there is a driveway with access to Prairie Avenue on the property. We plan to remove this driveway and build detached garages with alley access, thereby reducing the need for vehicles to slow traffic on Prairie Ave to access the property. Additionally, the proposed project would remove a blighted building which potentially threatens public safety. Furthermore, since it is an example a transit-oriented development — walking time 4 minutes to the train station, with a major targeted buyer being commuters who use train service in easy walking distance — it would likely further ease congestion.

7. **That the variation is in harmony with the general purpose and intent of this ordinance.**

   Constructing two SFRs on these parcels would be in line with the goals of the village's zoning modernization initiative. It is also consistent with the character of the block currently, which features 4 multi-family structures interspersed among single family homes. Overall, this block can be considered a transitional residential area with modestly higher densities (relative to blocks further from the train station). The proposal would maintain that degree of density.

MAIL TO:
Momentum Holdings LLC
1658 Milwaukee Ave #100-8546
Chicago, IL 60647
SPECIAL WARRANTY DEED
(CORPORATION TO INDIVIDUAL)
ILLINOIS

THIS INDENTURE, made this 11 day of May, 2016., between **Fannie Mae a/k/a Federal National Mortgage Association (P.O. Box 650043, Dallas , TX 75265-0043),** a corporation created and existing under and by virtue of the laws of the United States of America and duly authorized to transact business in the State of ILLINOIS, party of the first part, and **Momentum Holdings LLC, (1658 Milwaukee Avenue, #100-8546, Chicago, IL 60647)** party of the second part, WITNESSETH, that the party of the first part, for and in consideration of the sum of $10.00 (Ten dollars and no/100s) in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of said corporation, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the party of the second part, and to their heirs and assigns, FOREVER, all the following described real estate, situated in the County of **Cook** and the State of Illinois known and described as follows, to wit:

SEE ATTACHED EXHIBIT A

SUBJECT TO ANY AND ALL COVENANTS, CONDITIONS, EASEMENTS, RESTRICTIONS AND ANY OTHER MATTERS OF RECORD.

Together with all and singular the hereditament and appurtenances thereunder belonging, or in otherwise appertaining, and the reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law or equity, of, in and to the above described premises, with the hereditament and appurtenances: TO HAVE AND HOLD the said premises as above described, with the appurtenances, unto the part of the second part, their heirs and assigns forever.

The Grantor promises or covenants to defend title to the property from and against all lawful claims and demands of all persons claiming by, through or under Grantor and none other.

PERMANENT REAL ESTATE INDEX NUMBER(S): **15-34-414-006-0000 & 007 & 008**

PROPERTY ADDRESS(ES): **3617 Prairie Avenue, Brookfield, IL, 60513**

GRANTEE HEREIN SHALL BE PROHIBITED FROM CONVEYING CAPTIONED PROPERTY FOR A SALES PRICE OF GREATER THAN $169,800.00 FOR A PERIOD OF 3 M ONTH(S) FROM THE DATE OF THE RECORDING OF THIS DEED. GRANTEE SHALL ALSO BE PROHIBITED FROM ENCUMBERING SUBJECT PROPERTY WITH A SECURITY INTEREST IN THE PRINCIPAL AMOUNT OF GREATER THAN $169,800.00 FOR A PERIOD OF 3 MONTH(S) FROM THE DATE OF THE RECORDING OF THIS DEED. THESE RESTRICTIONS SHALL RUN WITH THE LAND AND ARE NOT PERSONAL TO GRANTEE. THIS RESTRICTION SHALL TERMINATE IMMEDIATELY UPON CONVEYANCE AT ANY FORECLOSURE SALE RELATED TO A MORTGAGE OR DEED OF TRUST.

Fannie Mae a/k/a Federal National Mortgage Association

By: Pierce & Associates, P.C.
As Attorney in Fact
Eddy Copot

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Amanda K. Griffin the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Eddy Copot, personally known to me to be the attorney in fact for Fannie Mae a/k/a Federal National Mortgage Association, and personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she/they signed, sealed and delivered the said instrument, as his/her/their free and voluntary act for the uses and purposes therein set forth.

Signed or attested before me on 11 day of May, 2016.

NOTARY PUBLIC

My commission expires 6/20/18

OFFICIAL SEAL
AMANDA K GRIFFIN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 06/20/2018

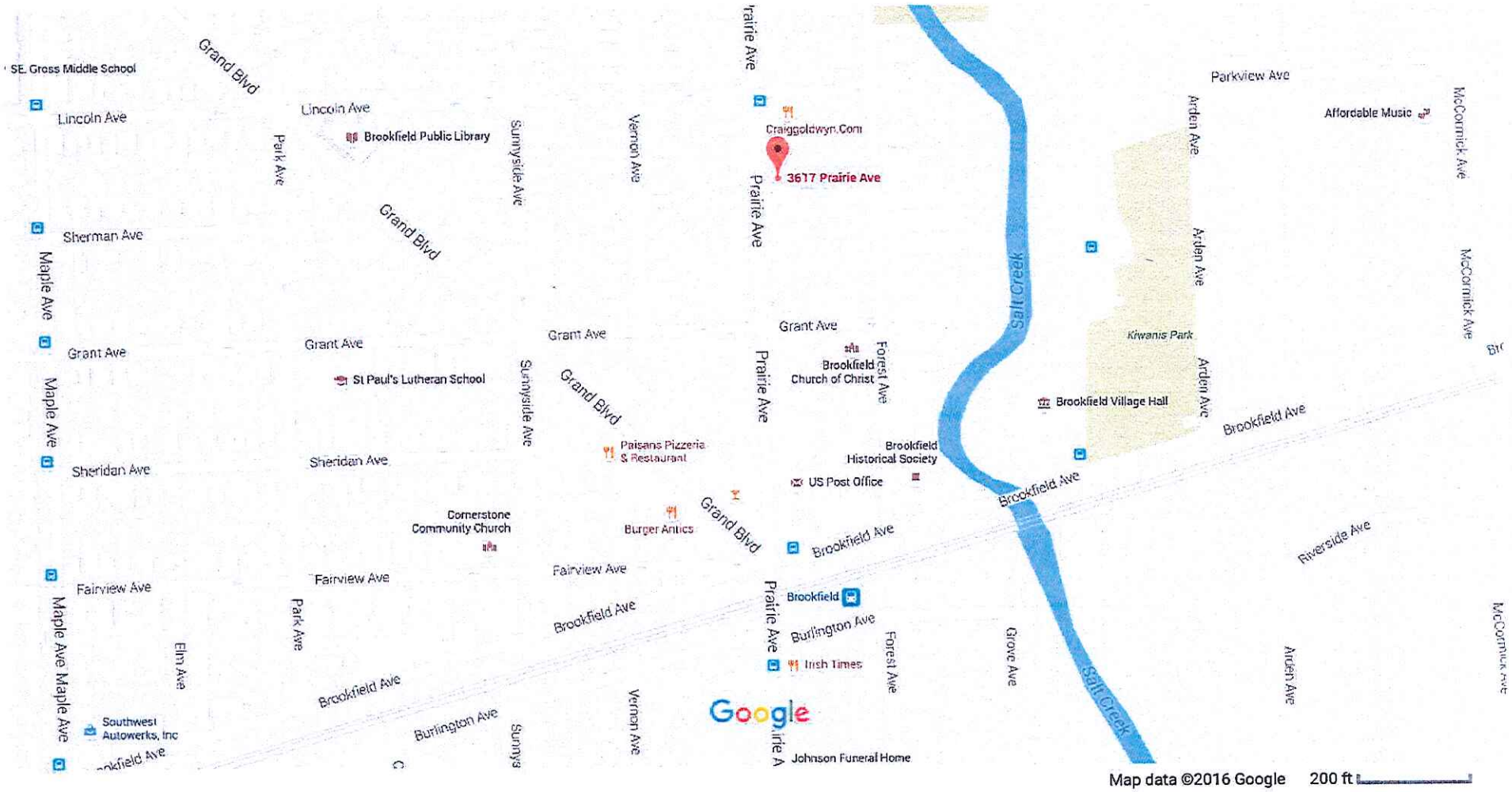
This Instrument was prepared by
Janet Keating/PIERCE & ASSOCIATES, P.C.,
1 North Dearborn, Suite 1300, Chicago, IL 60602

PLEASE SEND SUBSEQUENT TAX BILLS TO:
Momentum Holdings LLC
1658 Milwaukee Ave #100-8546
Chicago, IL 60647

EXHIBIT A

LOTS 39, 40 AND 41 IN BLOCK 15 IN GROSSDALE, A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

3617 Prairie Ave



Google Maps

AFFIDAVIT OF PUBLIC NOTICE
TO SURROUNDING PROPERTY OWNERS

The undersigned petitioner, on oath states that the undersigned notified, in writing, the owners of all property within 250 feet, excluding rights of way, in each direction of the property to which his petition relates, by personal delivery or by mail; that a public hearing would be held to consider such petition; that such notice was given no less than 15 days prior to such hearing; and that the owners so notified, are those shown on the last available tax records of the county. (Please attach a list of notified property owners).

Rahul Bhangare
(Print Name)

(Signature)

SUBSCRIBED AND SWORN TO BEFORE ME THIS
1st DAY OF June, 2016

Subhash B. Bhangare
(Notary Public)

OFFICIAL SEAL
SUBHASH B BHANGARE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/11/19

PUBLIC NOTICES

LEGAL NOTICE
VILLAGE OF BROOKFIELD
NOTICE OF PUBLIC HEARING
PLANNING AND ZONING COMMISSION
June 23rd, 2016
7:00 pm Regular Meeting

The Village of Brookfield's Planning and Zoning Commission will hold a public hearing on Thursday, June 23rd, 2016 in Edward Barcal Hall located at 8820 Brookfield Avenue, Brookfield, Illinois for the purpose of considering and hearing a request for a variation application regarding a property located at 3617 Prairie Avenue, Brookfield, Illinois 60513 (PINs 15-34-414-006-0000, 15-34-414-007-0000, 15-34-414-008-0000).

Legal Description: Lots 39, 40 and 41 in Block 15 in Grossdale, a subdivision in the southeast ¼ of section 34, township 39 north, range 12, east of the third principal meridian in cook county, Illinois.

Application materials may be viewed at the Village of Brookfield Village Hall. Comments, if any, should be provided in writing prior to the date of the public hearing to: Village of Brookfield, Planning and Zoning Commission c/o Emily Egan, 8820 Brookfield Avenue, Brookfield, IL 60513, or in person during the public hearing. Please reference "PZC Case 16-02 - 3617 Prairie Ave."

Individuals with disabilities 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 granted through the front (south) entrance of Village Hall.

By Order of Chuck Grund, Planning and Zoning Commission Chairman.

Published in RB Landmark
6/8/2016

Village of Brookfield

Planning and Zoning Commission Staff Report

TO: Village of Brookfield Planning and Zoning Commission

HEARING DATE: June 23rd, 2016

FROM: Community & Economic Development Department (CEDD)

PREPARED BY: Emily Egan, Village Planner and Michael Sewall, CEDD Intern

TITLE

PZC 16-03 – 9118 W. 47th St.; Willow Farm Properties, Inc., requests a Special Use permit according to Section 62-128 of the Village Code to allow for automobile sales in an outdoor lot on the property.

GENERAL INFORMATION

APPLICANT:

Andrew Sansone
Detail Unlimited
Willow Farm Properties, Inc. (property owner)
9118 W. 47th St.
Brookfield, IL 60513

APPLICATION/NOTICE: The application has been filed in conformance with applicable procedural and public notice requirements and the Open Meetings Act.

PROPERTY INFORMATION

EXISTING ZONING: I-1 General Light Industrial District
EXISTING LAND USE: Automobile detailing, truck parking
PROPERTY SIZE: 10,000 S.F.
PINs: 18-03-424-021 and 18-03-424-022
SURROUNDING ZONING AND LAND USES:

North:	I-1 General Light Industrial District; Landscape business
South:	I-1 General Light Industrial District; Quarry operation (in McCook)
East:	I-1 General Light Industrial District; Industrial gas sales
West:	I-1 General Light Industrial District; Car wash equipment company

ANALYSIS

SUBMITTALS

This report is based on the following documents, which are on file with the Community and Economic Development Department:

1. Application for Public Hearing and Required Fees
2. Certification of Legal Notice Published June 8th, 2016 in the *Riverside Brookfield Landmark*
3. Affidavit of mailed notice to property owners within 250 feet of the property indicating a Public Hearing
4. Proof of ownership and trust disclosure
5. Location map
6. Certified and current plat of survey

DESCRIPTION

The applicant requests a Special Use Amendment in accordance with Section 62-128, to allow the buying and selling of used automobiles on an existing outdoor lot. The applicant would like to sell 5 to 10 cars in the lot, which already houses parked cars for an automobile detailing business and parked trucks in rented spaces. The only modification to the property would be removing a 45-foot section of the fence along Elm Avenue to increase visibility of the cars for sale. No change in signage would occur. According to Section 62-290 of the Village Code, the business is required to provide 1 parking space per employee plus 1 parking space per company vehicle.

BACKGROUND

The applicant has owned the property since the 1950s. The property currently operates a car detailing business and rents parking spaces to truck drivers. There is also an online hardware sales store. In total, there are 26 painted parking spaces on the property with additional room for parking that is not painted.

ZONING

The property is currently zoned I-1 General Light Industrial District. Section 62-127 of the Village Code states that this district "provides a location which affords access only to primary thoroughfares and proximate access to the interstate system allowing for industrial and manufacturing and kindred support operations requiring direct access moderate motor vehicle use".

Within one block but not adjacent to the property there is B Multiple-Family Residential District zoning.

PUBLIC COMMENT

No public comments have been have been submitted to Village Hall in-person or by written document as of the writing of this report. Any comments that are submitted will be presented at the Planning and Zoning Commission Hearing.

DISCUSSION

Village Staff discussed the available on-site parking and whether the additional spaces (5-10) dedicated to cars for sale would push employee parking to the street. In total, there are about 26 spots available on site that are currently used for employee parking or cars being repaired by Detail Unlimited, and some of the spaces are rented to truck drivers. The applicant stated that the spots that are rented could be used for the cars that are for sale if the space was needed.

Also discussed was the portion of the fence that is planned to be removed on the west side of

the property facing Elm Street. The applicant wishes to maintain the longer portion of the fence along 47th Street, but wants to remove part of the fence to increase visibility of the cars for sale. That portion of the fence is directly across the street from another industrial use, a car wash equipment company.

Finally, an additional use of the property to sell cars could bring additional traffic to the area. Because 47th Street already carries a heavy volume of traffic and the property proposes selling only 5-10 cars at a time, the impact would likely be minimal but should be considered.

CONDITIONS FOR APPROVAL OF SPECIAL USE

A special use permit should be approved by the Planning and Zoning Commission by considering the following criteria. (Village staff comments are in italics.)

If, and to what extent the proposed special use at the particular location is necessary and desirable to provide a service or a facility that is in the interest of the public convenience or will provide for the general welfare of the zoning district or the village as a whole.

The proposed special use at this location would provide for the general welfare of the industrial zoning district by generating a new source of economic activity. According to the 2020 Master Plan, properties fronting 47th Street west of Plainfield Road should consist of light industrial and commercial service uses, including auto-oriented services.

If, and to what extent, the availability of locations for such use at other sites which may permit the requested special use as a "use of right" and which may be appropriate.

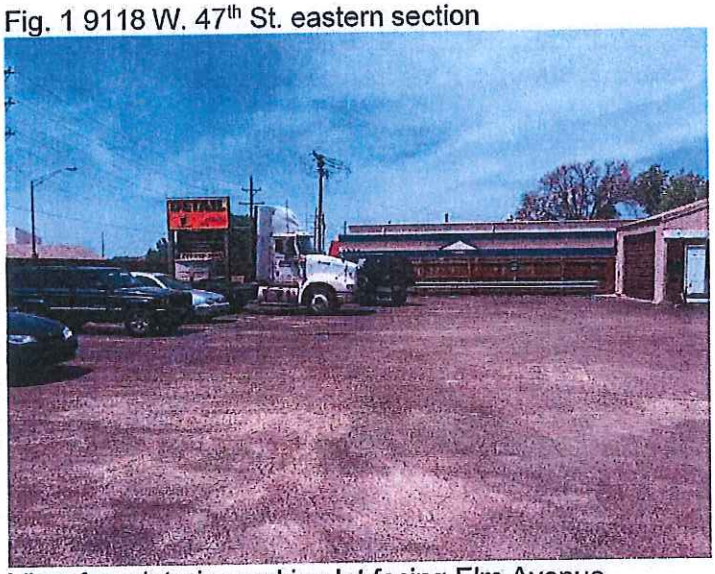
Automobile sales with an outdoor lot are only permitted by right in the C-1 General Commercial zoning district, however automobile repair is not permitted in that zoning district under any circumstances. For Detail Unlimited to maintain its detailing business while adding this special use, there are no other zoning districts or locations where this would be more appropriate.

Whether due to any unique or unusual circumstances, any, special conditions, limitations, controls or other mechanisms should be undertaken to lessen or preclude any undesirable effects of granting the special use.

Removing a portion of the fence to allow visibility of automobiles for sale could be considered an undesirable effect of granting the special use. However, the property immediately across the street of the portion of the fence is not residential; there is a car wash equipment company.

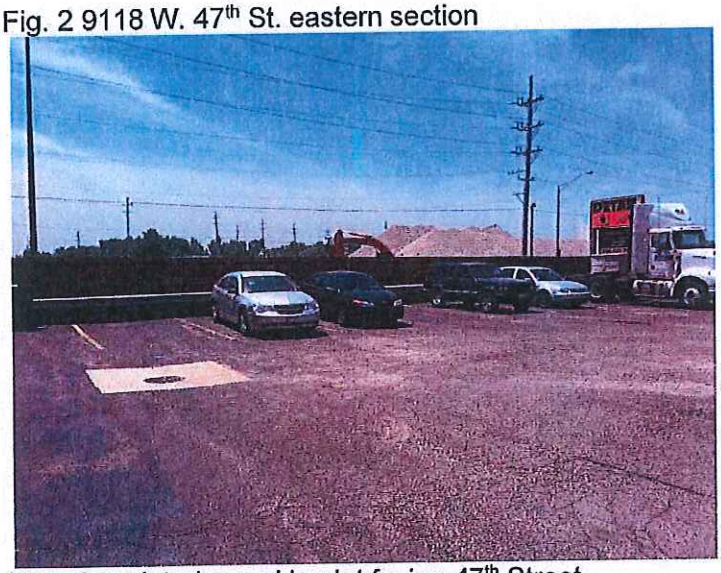
INCLUDED ATTACHMENTS
Images of 9118 W. 47th St. are included below.

Fig. 1 9118 W. 47th St. eastern section



View from interior parking lot facing Elm Avenue.

Fig. 2 9118 W. 47th St. eastern section

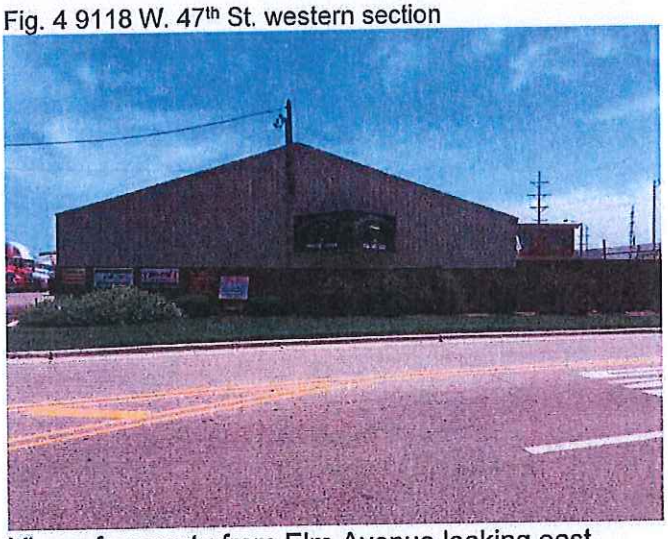


View from interior parking lot facing 47th Street.

Fig. 3 9118 W. 47th Street eastern section

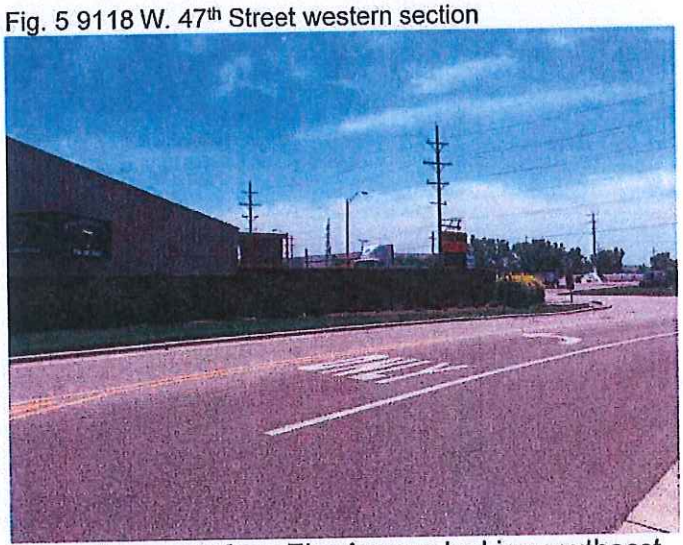
View from interior parking lot facing additional parking north of 47th Street.

Fig. 4 9118 W. 47th St. western section



View of property from Elm Avenue looking east.

Fig. 5 9118 W. 47th Street western section



View of property from Elm Avenue looking southeast.

RECOMMENDATIONS

Based on the analysis above, Village staff believes the request meets all of the standards for granting a special use and recommends its approval.

Staff Report Approved By:

N. W. Greifer

Nicholas W. Greifer
Village of Brookfield
Community and Economic Development Director

Village of Brookfield
Planning and Zoning Commission Application Packet

Special Use Permit Application

Applicant Information:

1. Name and Phone Number of contact person for application process: Andrew Sansone 708-308-8791
2. Petitioner's Name: Andrew Sansone
3. Petitioner's Address: 9118 W. 47th Street, Brookfield IL 60513
4. Phone Number: 708-387-2003
5. Email Address: detailunlimited@live.com
6. Fax Number: 708-387-9311
7. Owner of Record Name: Willow Farm Properties, Inc.
8. Owner of Record Address: 9100 W. Plainfield Rd Brookfield, IL

Property Information:

9. Common Street Address: 9118 W. 47th Street
10. Legal Description: See plat of survey
11. Permanent Tax Index Number: 18-03-424-021 18-03-424-022
12. When did the owner acquire the property? ± 1950's
13. Is the petitioner in the process of purchasing/leasing the property? Yes____ No✓
    If so, is the purchase/lease contingent on approval of the special use? Yes____ No✓
14. Is your property use presently (check one): Conforming ✓ Non-conforming ____
15. If the property is a non-conforming use, please explain: NO
16. Surrounding Zoning and Land Use:

	Zoning District	Land Use
North	Industrial	Landscaping Business
South	"	Quarry operation
East	"	Industrial Gas Sales
West	"	Car Wash Equipment Company

Special Use Permit Application, continued

17. What is the Zoning Classification of the subject property? Industrial

18. What is the special use requested? Buying and selling used cars.

Conditions for Approval (attach a separate sheet if necessary):

19. Describe the proposed use's compatibility with the intent and purpose of the property's zoning district:
Our facility is about 10,000 square feet.
We would like to sell about 5 to 10 cars in our lot.

20. Describe the proposed use's compatibility with existing uses on site and in the vicinity:
Besides Detail Unlimited we also share our lot with Truck drivers parking ther trucks along side the fence. There is also a small online hardware sale store next to us

21. Describe what special actions, if any, are contemplated to modify any unique, special, or unusual impacts which the special use may cause or intensify upon properties and uses upon public facilities or neighboring properties:
The only modification to the area we would be changing is the fence. Right now we have a closed fence which we would make it open and see through so people can see the cars we are selling.

Please note that additional information may be required upon staff review.

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.

Andrew Samsone — Petitioners Signature — 5-25-16 — Date

D P Chopp — Owner's Signature (or authorized agent) — 5-20-16 — Date

Daniel P. Chopp
Property Manager
Willow Farm Properties, Inc

AFFIDAVIT OF OWNERSHIP AND TRUST DISCLOSURE

COUNTY OF Cook)
) SS
STATE OF ILLINOIS)

I, (print name) Daniel P. Chopp, 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): 9118 W. 47th Street

and that such property is owned by (print owner's name) W. Law Farm Property Inc as of this date.

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, N.A., as trustee/beneficiary of N.A. Trust Number N.A.,

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
N.A.		

(Signature)

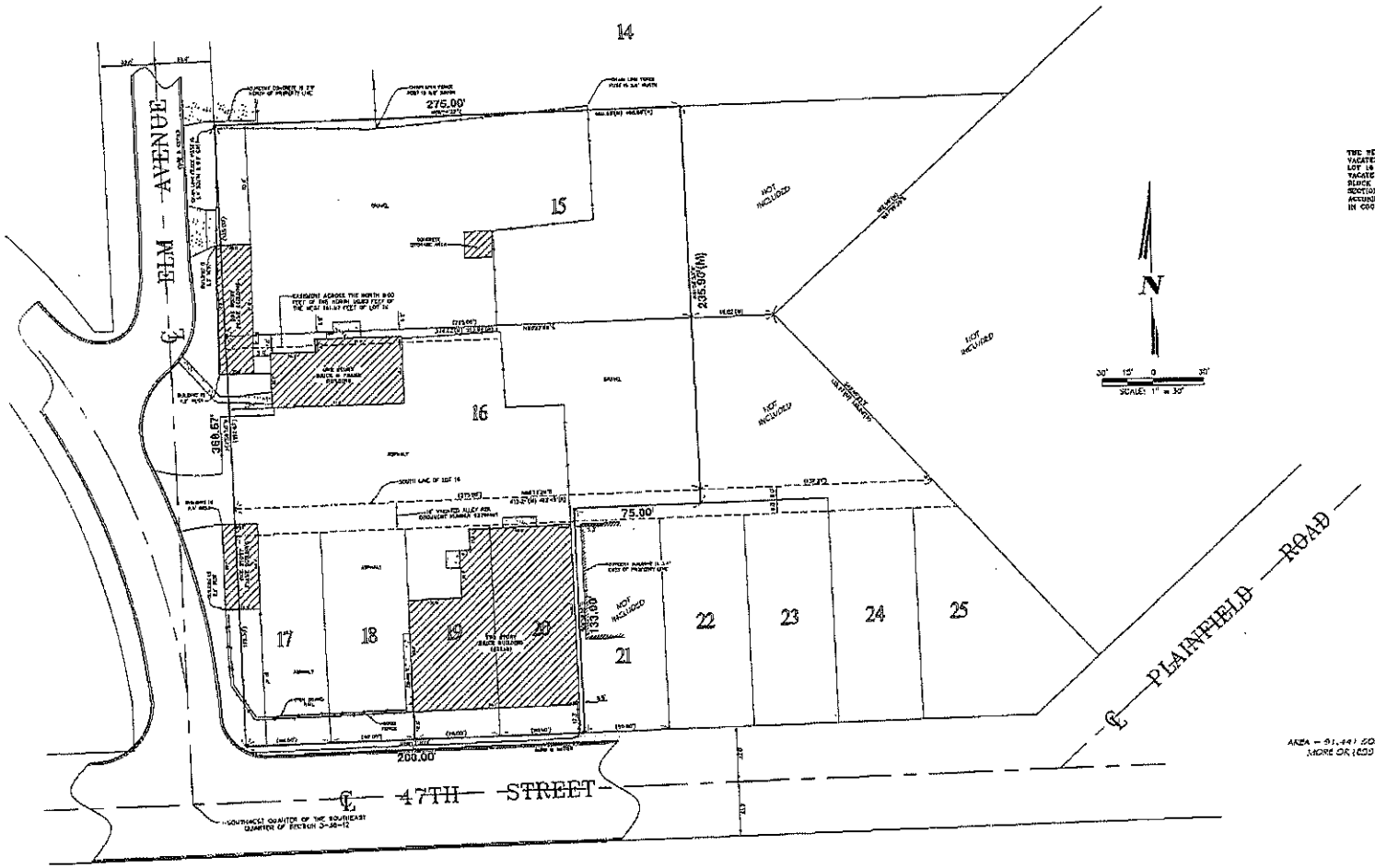
OFFICIAL SEAL
DAVID D CHOPP
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/24/17

SUBSCRIBED AND SWORN TO BEFORE ME THIS
20 DAY OF May, 2016

(Notary Public)

PLAT OF SURVEY

P.I.N. 18-03-424-018
18-03-424-020
18-03-424-021
18-03-424-022
18-03-424-030
18-03-424-032
18-03-424-016



LEGAL DESCRIPTION

THE WEST 275 FEET OF LOTS 15 AND 16 TOGETHER WITH THE NORTH HALF OF THE VACATED ALLEY LYING SOUTH OF AND ADJACENT TO THE SAID WEST 275 FEET OF SAID LOT 16 AND ALSO LOTS 17, 18, 19 AND 20 TOGETHER WITH THE SOUTH HALF OF THE VACATED ALLEY LYING NORTH OF AND ADJACENT TO SAID LOTS 17, 18, 19 AND 20 IN BLOCK 10 IN GURNIR GALINIER AND COMPANY'S SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 16, 1891 AS DOCUMENT 726866, IN COOK COUNTY, ILLINOIS.

AREA = 91,441 SQ. FT.
MORE OR LESS

FIELD WORK COMPLETED ON THE 10TH DAY OF AUGUST, 2012.

(STATE OF ILLINOIS)
(COUNTY OF WILL) SS

NEKOLA SURVEY INC. DOES HEREBY CERTIFY THAT IT HAS SURVEYED THE TRACT OF LAND ABOVE DESCRIBED, AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED THIS 1ST DAY OF FEBRUARY, 2013.

PLS No. 3033
LICENSE RENEWAL DATE: 30 NOVEMBER 2012

☒ = "X" IN BOX INDICATES THE PERSON OBTAINED THIS PLAT WAS ORDERED AS A NON-RESIDENCE SURVEY.

AS TO MONUMENTS, SHOWN BY MARK OF THE SURVEY OF THIS PLAT MORE, ROD (MEASUREMENT) OF ANY AND ALL EASEMENTS OF RECORD AFFECTING THE PROPERTY, IF ANY, AND RESTRICTIONS, IF ANY, GIVEN BY THE CUSTOMER. NEKOLA SURVEY, INC. EXPRESSLY DISCLAIMS ANY RESPONSIBILITY AS TO THE EXACT LOCATION OF YOUR FENCE, BUILDING, PATIO, PORCH, OVERHANGS AND LOCAL BUILDING AND ZONING ORDINANCES.

PREPARED FOR: ATTORNEY/CLIENT/BANK/ETC.
JOB ADDRESS: ELM ST. & PLAINFIELD RD.
JOB NO.: 12-08-00281 DRAWN BY: RAS

REVISIONS:
1/31/13 - ADJUSTED PROPERTY LINES AND LEGAL DESCRIPTION.

NEKOLA SURVEY, INC.
PROFESSIONAL LAND SURVEYING SERVICES
WWW.NEKOLASURVEY.COM
4000 N. SCHMIDT RD., STE. 203
BOLINGBROOK, ILLINOIS 60440
(630) 226-1030 PHONE (630) 226-1420 FAX

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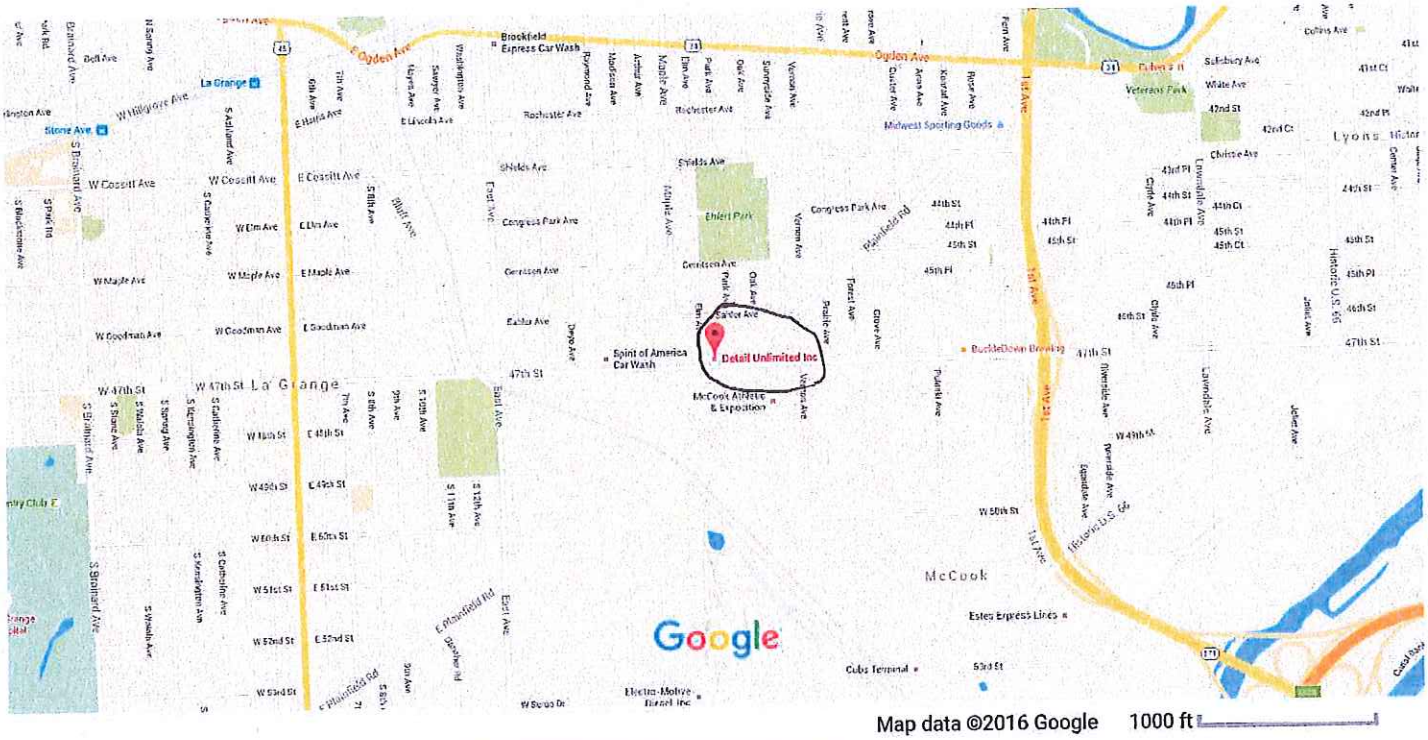
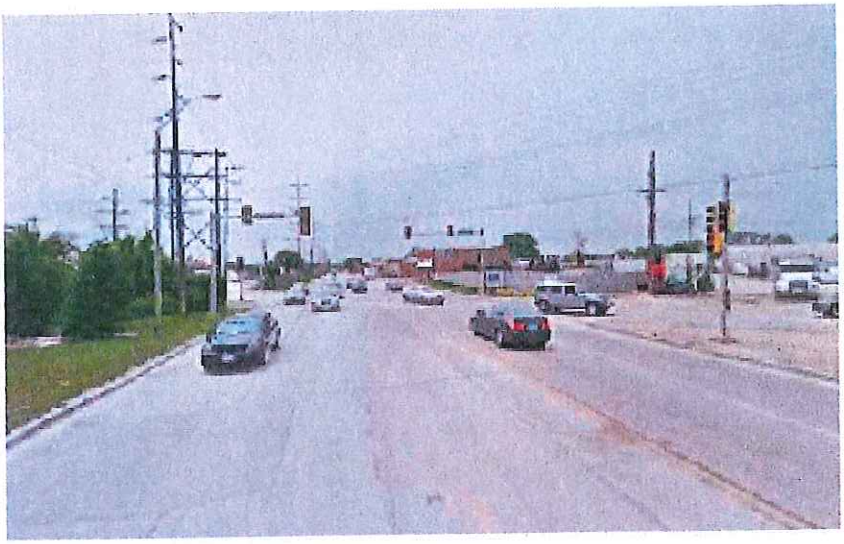
Google Maps Detail Unlimited Inc



Map data ©2016 Google 1000 ft



Detail Unlimited Inc

1 review

Car Wash

9118 47th St, Brookfield, IL 60513

detail-unlimited.com

(708) 387-2003

Add missing information

AFFIDAVIT OF PUBLIC NOTICE
TO SURROUNDING PROPERTY OWNERS

The undersigned petitioner, on oath states that the undersigned notified, in writing, the owners of all property within 250 feet, excluding rights of way, in each direction of the property to which his petition relates, by personal delivery or by mail; that a public hearing would be held to consider such petition; that such notice was given no less than 15 days prior to such hearing; and that the owners so notified, are those shown on the last available tax records of the county. (Please attach a list of notified property owners).

Andrew Sansone
(Print Name)

Andrew Sansone
(Signature)

SUBSCRIBED AND SWORN TO BEFORE ME THIS

27th DAY OF May, 2016

Loraine Bicek
(Notary Public)

OFFICIAL SEAL
LORAINE BICEK
Notary Public - State of Illinois
My Commission Expires Dec 22, 2017

PUBLIC NOTICES

LEGAL NOTICE
VILLAGE OF BROOKFIELD
NOTICE OF PUBLIC HEARING
PLANNING AND ZONING COMMISSION
June 23rd, 2016
7:00 pm Regular Meeting

The Village of Brookfield's Planning and Zoning Commission will hold a public hearing on Thursday, June 23rd, 2016 in Edward Barcal Hall located at 8820 Brookfield Avenue, Brookfield, Illinois for the purpose of considering and hearing a request for a special use application regarding a property located at 9118 W. 47th Street, Brookfield, Illinois 60513 (PINs 18-03-424-021 and 18-03-424-022).

Legal Description: The west 275 feet of lots 15 and 16 together with the north half of the vacated alley lying south of the adjacent to the said west 275 feet of the lot 16 and also lots 17, 18, 19 and 20 together with the south half of the vacated alley lying north of the adjacent to said lots 17, 18, 19 and 20 in block 12 in Oliver Sallinger and company's bungalow park in subdivision in section 3 Township 38 north, range 12 east of the third principal meridian.

Application materials may be viewed at the Village of Brookfield Village Hall. Comments, if any, should be provided in writing prior to the date of the public hearing to: Village of Brookfield, Planning and Zoning Commission c/o Emily Egan, 8820 Brookfield Avenue, Brookfield, IL 60513, or in person during the public hearing. Please reference "PZC Case 16-03 - 9118 W. 47th St."

Individuals with disabilities 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 granted through the front (south) entrance of Village Hall.

By Order of Chuck Grund, Planning and Zoning Commission Chairman.

Published in RB Landmark
6/8/2016