1. Roll Call

2. Approval of Minutes – November 12, 2018

3. New Business
   A. Resolution 2018-1196 - Resolution of the Board of Local Improvements of the Village of Brookfield, Illinois, Authorizing the Issuance of a Third Voucher for the Improvement of the Alley in the 4100 Block between Deyo Avenue and DuBois Boulevard – Special Assessment No. 359

4. Public Comment

5. Adjournment
MEMBERS PRESENT: President Kit Ketchmark, Trustee Michael Garvey, Trustee Nicole Gilhooley, Trustee Michelle Ryan, and Trustee David LeClere

MEMBERS ABSENT: None

ALSO PRESENT: Derek Treichel, Hancock Engineering

On Monday, November 12, 2018 President Ketchmark called the Board of Local Improvements meeting to order at 6:00 P.M.

Approval of Minutes of Board of Local Improvements Meeting of October 22, 2018
Motion by Trustee Garvey, seconded by Trustee Ryan to approve the minutes of the Board of Local Improvements Meeting of October 22, 2018. Upon roll call the motion carried as follows: Ayes: President Ketchmark, Trustees Garvey, Gilhooley, Ryan and LeClere. Nays: None. Absent: None.

Resolution 2018-1186 – Resolution of the Board of Local Improvements of the Village of Brookfield, Illinois, authorizing the Issuance of the second voucher for the Improvement of the Alley in the 4100 block between Deyo Avenue and DuBois Avenue – Special Assessment #359
Motion by Trustee Garvey, seconded by Trustee Gilhooley to approve Resolution 2018-1186 Resolution of the Board of Local Improvements of the Village of Brookfield, Illinois, authorizing the Issuance of the second voucher for the Improvement of the Alley in the 4100 block between Deyo Avenue and DuBois Avenue – Special Assessment #359. Upon roll call the motion carried as follows: Ayes: President Ketchmark, Trustees Gilhooley, Garvey, Ryan and LeClere. Nays: None. Absent: None.

Adjournment
Motion by Trustee Ryan, seconded by Trustee Garvey, to adjourn the Board of Local Improvements meeting of November 12, 2018 at 6:03 PM. Upon roll call the motion carried as follows: Ayes: President Ketchmark, Trustees Gilhooley, Garvey, Ryan and LeClere. Nays: None. Absent: None.

David P. LeClere, Secretary
Board of Local Improvements /tmc
RESOLUTION NO. BLI – 2018 - 1196


SPECIAL ASSESSMENT NO. 359

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF LOCAL IMPROVEMENTS THE 10TH DAY OF DECEMBER 2018

Transcribed into the records of the Board of Local Improvements of the Village of Brookfield, Illinois, the 10th day of December 2018
RESOLUTION NO. BLI – 2018 – 1196


SPECIAL ASSESSMENT NO. 359

WHEREAS, the Board of Local Improvements of the Village publicly awarded to and entered into a contract with Triggi Construction, Inc. for the construction of a local improvement consisting of:

the construction of an alley consisting of Portland cement concrete pavement, sixteen feet (16’) in width, eight inches (8”) in thickness, installed upon six inches (6”) of crushed stone together with the installation of storm water drainage facilities, replacement of garage aprons to meet the new alley pavement, miscellaneous grading and landscaping along the edges of the new pavement and other necessary related work,

on and along the T-shaped public alley located in the 4100 block between Deyo Avenue and Dubois Boulevard and legally described as:

Block 115 of West Grossdale, being a subdivision of part of the West half of the West half of Section 3, Township 38 North, Range 12 East, of the Third Principal Meridian, in Cook County, Illinois,

(hereinafter referred to as the “Improvement”) upon the property benefitted by the Improvement;

WHEREAS, as of December 3, 2018, Triggi Construction, Inc. has furnished all necessary labor, materials, and equipment and has performed the following quantities of work on the contract items listed below in accordance with its contract for the Improvement with the Village:
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item</th>
<th>Plan Quantity</th>
<th>Unit</th>
<th>Completed Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
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<tbody>
<tr>
<td>1.</td>
<td>Combination Curb and Gutter Removal</td>
<td>30</td>
<td>Foot</td>
<td>25</td>
<td>$10.00</td>
<td>$250.00</td>
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<tr>
<td>2.</td>
<td>Sidewalk Removal</td>
<td>100</td>
<td>Sq.Ft.</td>
<td>100</td>
<td>$2.50</td>
<td>$250.00</td>
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<tr>
<td>3.</td>
<td>Garage Apron Removal</td>
<td>330</td>
<td>Sq.Yd.</td>
<td>300</td>
<td>$20.00</td>
<td>$6,000.00</td>
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<td>4.</td>
<td>Pavement Removal</td>
<td>20</td>
<td>Sq.Yd.</td>
<td>18</td>
<td>$20.00</td>
<td>$360.00</td>
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<tr>
<td>5.</td>
<td>Hot-Mix Asphalt Surface Removal</td>
<td>60</td>
<td>Sq.Yd.</td>
<td>55</td>
<td>$15.00</td>
<td>$825.00</td>
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<td>6.</td>
<td>Earth Excavation for Alley Pavement</td>
<td>1,450</td>
<td>Cu.Yd.</td>
<td>1,300</td>
<td>$40.00</td>
<td>$52,000.00</td>
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<td>7.</td>
<td>Subgrade Removal and Replacement</td>
<td>100</td>
<td>Cu.Yd.</td>
<td>0</td>
<td>$50.00</td>
<td>$0.00</td>
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<td>8.</td>
<td>infiltration Pit (CA-7)</td>
<td>725</td>
<td>Cu.Yd.</td>
<td>680</td>
<td>$85.00</td>
<td>$57,800.00</td>
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<td>9.</td>
<td>Comb. Concrete Curb &amp; Gutter, Ty B-6.12 (Mod)</td>
<td>30</td>
<td>Foot</td>
<td>25</td>
<td>$25.00</td>
<td>$625.00</td>
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<td>10.</td>
<td>Portland Cement Concrete Sidewalk, 5&quot;</td>
<td>200</td>
<td>Sq.Ft.</td>
<td>150</td>
<td>$7.50</td>
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<td>11.</td>
<td>Detectable Warnings</td>
<td>20</td>
<td>Sq.Ft.</td>
<td>20</td>
<td>$25.00</td>
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<td>12.</td>
<td>Portland Cement Concrete Garage Apron, 7&quot;</td>
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<td>13.</td>
<td>Portland Cement Concrete Alley Pavement, 8&quot;</td>
<td>1,400</td>
<td>Sq.Yd.</td>
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<td>14.</td>
<td>Protective Coat</td>
<td>1,860</td>
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<td>1,675</td>
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<td>15.</td>
<td>Hot-Mix Asphalt Surface Course</td>
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<td>Ton</td>
<td>10</td>
<td>$250.00</td>
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<td>16.</td>
<td>Geogrid</td>
<td>1,740</td>
<td>Sq.Yd.</td>
<td>1,600</td>
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<td>Portland Cement Concrete Drainage Stop</td>
<td>15</td>
<td>Cu.Yd.</td>
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<td>18.</td>
<td>Permeable Brick Pavers</td>
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<td>2,800</td>
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<td>19.</td>
<td>Topsoil and Sod Restoration</td>
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<td>$20.00</td>
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<td>20.</td>
<td>Landscaping Stone Restoration</td>
<td>290</td>
<td>Sq.Yd.</td>
<td>100</td>
<td>$10.00</td>
<td>$1,000.00</td>
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<td>21.</td>
<td>Tree Removal</td>
<td>20</td>
<td>Inch Dia.</td>
<td>15</td>
<td>$50.00</td>
<td>$750.00</td>
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<td>22.</td>
<td>Traffic Control and Protection</td>
<td>1</td>
<td>Lump Sum</td>
<td>0.68</td>
<td>$12,750.00</td>
<td>$10,837.50</td>
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</table>

Total Amount of Work Performed  $270,139.25
Less 10% Reserve $27,013.93
Less Prior Payment of Engineer’s Estimates $215,253.00

**Contractor’s Payment Estimate No.3, Amount Due**  $27,872.33
NOW, THEREFORE, BE IT RESOLVED by the Board of Local Improvements of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1: The President of the Board of Local Improvements is hereby authorized to execute and the Secretary to attest Voucher #3 in the amount of Twenty-Seven Thousand Eight Hundred Seventy-Two and 33/100 Dollars ($27,872.33), substantially in the form attached hereto as Exhibit “A” and made a part hereof and shall be issued to Triggi Construction, Inc., for partial payment for the construction of the alley in the 4100 block between Deyo Avenue and Dubois Boulevard.

Section 2: This resolution shall be at once transcribed into the records of this Board of Local Improvements.

ADOPTED BY THE BOARD OF LOCAL IMPROVEMENTS OF THE VILLAGE OF BROOKFIELD, ILLINOIS, the 10th day of December 2018.

AYES:  ______________________________

NAYS:  ______________________________

ABSENT:  ______________________________

BOARD OF LOCAL IMPROVEMENTS OF VILLAGE OF BROOKFIELD, ILLINOIS

_____________________________  David LeClere, Secretary
EXHIBIT “A”

VILLAGE OF BROOKFIELD
BOARD OF LOCAL IMPROVEMENTS
SPECIAL ASSESSMENT NO. 359

VOUCHER #3
AMOUNT: $27,872.33
PAYEE: TRIGGI CONSTRUCTION, INC.

INTEREST RATE: 6%
DATE: DECEMBER 10, 2018

The Board of Local Improvements of the Village of Brookfield will pay from the above installments, when and as collected, and from no other funds, to the order of the payee, the above sum with interest thereon at the rate indicated from the date hereof on the unpaid principal balance. This voucher is given under the provisions of Article 9, Division 2, of the Illinois Municipal Code, and is issued for payment of certain work in the above special assessment.

By accepting this voucher, the holder expressly agrees that the amount due hereunder may be paid in whole or part at any time after the date hereof without prepayment penalty. Collection on the first installment shall be used first to pay the cost of condemnation, if any, the cost of engineering and inspection service, and the cost of making, levying, and collecting the assessment and all lawful expense, and any surplus shall be used to pay vouchers issued on the second to tenth installments and, if converted to bonds, to pay the principal and interest on said bonds.

Vouchers issued on the second to tenth installments, inclusive, are convertible into special assessment bonds upon written request of the holder or holders of all outstanding and unpaid vouchers issued in payment of work. Said bonds shall be issued in the amount of the principal unpaid balance of this voucher; said bonds shall bear the same date as this voucher or the date to which interest was last paid on this voucher and shall draw interest from the date and shall be issued at not less than par value; said bonds shall be numbered consecutively beginning with No. 1 upward and shall be payable in numerical order and be redeemable prior to maturity in numerical order, and shall bear interest at the rate specified above. The cost of printing said bonds, bond registration, bond paying agent, and legal opinion shall be paid by the voucher holder. The voucher holder must prepare any documents or forms necessary to be filed with the Internal Revenue Service in order to have the interest on this voucher or on any bonds be exempt from federal income taxation. The voucher holder is solely responsible for complying with federal law and regulations of the Internal Revenue Service in order to have this interest on this voucher or on any bonds be exempt from federal income taxation.

In consideration of the issuing and in the accepting of this voucher, the payee hereby for itself, heirs, executors, administrators and assigns, accepts the same in full payment of the amount herein stated, and relinquishes any and all claims or liens it may have for the work mentioned herein, or for the payment of this voucher except from the collection of the Special Assessment Warrant herein named.

VILLAGE OF BROOKFIELD
BOARD OF LOCAL IMPROVEMENTS

__________________________________________
Kit P. Ketchmark, President

__________________________________________
David LeClere, Secretary
## PAYMENTS ON VOUCHER

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<th>DATE</th>
<th>VOUCHER BALANCE</th>
<th>INTEREST PAID</th>
<th>PRINCIPAL PAID</th>
<th>NEW VOUCHER BALANCE</th>
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</tbody>
</table>

## ASSIGNMENT

**DATE:** ______________

For value received, all right, title and interest in and to this voucher is hereby sold, transferred and assigned to ________________________________.

_________________________

VOUCHER HOLDER
I. Call to Order

II. Presentation 2018 Tax Levy

III. Questions from the Village Board

IV. Questions from Public

V. 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 granted through the front (South) entrance of the Village Hall.
I. OPENING CEREMONIES: Pledge of Allegiance to the Flag

II. Roll Call

III. Appointments and Presentations

Conservation Commission – Linda Carlisle, term to expire 2/24/2022

IV. PUBLIC COMMENT

V. REPORTS OF SPECIAL COMMITTEES

Trustee Evans
Finance, Administration, DPW, Public Safety
Approval of Warrant(s)

Trustee Gilhooley
Recreation, Library

Trustee Ryan
Beautification, Chamber of Commerce

Trustee Cote
Conservation

Trustee Garvey
Planning and Zoning Commission, WCMC Solid Waste

Trustee LeClere
Special Events

President Ketchmark
Economic Development, Brookfield Zoo, WCMC, PZED

VI. OMNIBUS AGENDA
(If anyone wishes to speak to any matter on the Omnibus Agenda, please raise your hand after the Village President has read the titles of each Omnibus Agenda item)

1. Approval of a Resolution Cancelling the Regularly Scheduled December 24, 2018 Meeting of the Board of Trustees of the Village of Brookfield

2. Approval of an Ordinance to Surplus Miscellaneous Equipment owned by the Village and Deeded to be Unusable and Obsolete

3. Approval of a Resolution Authorizing the Adoption of an Amended Cafeteria Plan for the Village of Brookfield

4. Approval of an Ordinance Establishing the 2018 Village Tax Levy

5. Approval of an Ordinance Establishing the Special Service Area #7 Tax Levy

6. Approval of an Ordinance Authorizing Supplemental Appropriations for the Year 2018

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.
7. Approval of an Ordinance Authorizing Transfers Within the 2018 Annual Appropriations Ordinance
8. Approval of a Resolution Directing the County Clerk to Calculate Separate Limiting Rates for the 2018 Tax Year
9. Approval of a Resolution Amending the Rates Charged by Groot for One and Two Family Units for Residential Waste Collection

VII. Regular Business
10. Consideration of an Ordinance to Authorize Zoning Variances for 3704 Grand Boulevard, Pursuant to PZC Case 18-13
11. Consideration of a Resolution Approving a Local Public Agency Agreement for Federal Participation and a Design Engineering Agreement for the Prairie and Congress Park Train Station Bike Shelter Projects

VIII. MANAGERS REPORT

IX. EXECUTIVE SESSION

X. ADJOURNMENT
VILLAGE OF BROOKFIELD

CORPORATE WARRANT – 12/10/2018
FOR THE PERIOD 11/27/2018 TO 12/10/2018

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 # 12/10/2018 in the Total Amount of $3,735,868.26

________________________________________
President

________________________________________
Chairman of Finance Committee

________________________________________
Village Manager

________________________________________
Village Clerk
# Village of Brookfield

## Corporate Warrant - 12/10/2018

From Payment Date: 11/27/2018 - To Payment Date: 12/10/2018

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Status</th>
<th>Void Reason</th>
<th>Reconciled/ Voided Date</th>
<th>Source</th>
<th>Payee Name</th>
<th>Transaction Amount</th>
<th>Reconciled Amount</th>
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<tbody>
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<td>25989</td>
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<td>11216</td>
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<td>Payment for history book made to VOOG</td>
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<td>120418</td>
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<td>Tree city use bulletin</td>
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<td>Sprinkler plan review</td>
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user: Jessica Rovner

Pages: 1 of 9

Wednesday, December 5, 2018
# Village of Brookfield

## Corporate Warrant - 12/10/2018

From Payment Date: 11/27/2018 - To Payment Date: 12/10/2018

<table>
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<th>Number</th>
<th>Date</th>
<th>Status</th>
<th>Void Reason</th>
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*user: Jessica Rovner*  
*Pages: 2 of 9*  
*Wednesday, December 5, 2018*
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## Village of Brookfield

### Corporate Warrant - 12/10/2018

**From Payment Date: 11/27/2018 - To Payment Date: 12/10/2018**

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**Total: $17,740.00**

**Pages: 4 of 9**

*user: Jessica Rovner*  
*Wednesday, December 5, 2018*
## Village of Brookfield

### Corporate Warrant - 12/10/2018

From Payment Date: 11/27/2018 - To Payment Date: 12/10/2018

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From Payment Date: 11/27/2018 - To Payment Date: 12/10/2018

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user: Jessica Rovner
Pages: 6 of 9

Wednesday, December 5, 2018
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user: Jessica Rovner  

Pages: 7 of 9  

Wednesday, December 5, 2018
# Village of Brookfield

## Corporate Warrant - 12/10/2018

From Payment Date: 11/27/2018 - To Payment Date: 12/10/2018

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- 13 Transactions
- $2,797,456.67

**PFC - PUBLIC FUND CHECKING Totals**
- Checks: Open, Count: 92
- Transaction Amount: $938,411.59

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User: Jessica Rovner

Pages: 8 of 9

Wednesday, December 5, 2018
## Village of Brookfield

### Corporate Warrant - 12/10/2018

**From Payment Date: 11/27/2018 - To Payment Date: 12/10/2018**

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<td>$3,735,868.26</td>
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Request For Board Action

REFERRED TO BOARD: December 10, 2018
ORIGINATING DEPARTMENT: Village Manager’s Office
SUBJECT: Approval of a Resolution Cancelling the Regularly Scheduled December 24, 2018 Meeting of the Board of Trustees of the Village of Brookfield

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

December 24th is the fourth Monday of the month. By Ordinance, this would be a meeting night for the Board of Trustees. Since it is a holiday and the Village Hall is closed that day, staff is bringing forward a Resolution to cancel that scheduled meeting.

This Resolution also authorizes the Finance Chairman to approve any warrants for expenditures for the remainder of the month of December 2018. That warrant will be presented for ratification at the next regularly scheduled Village Board meeting, January 14, 2019.

FINANCIAL IMPACT: None

DOCUMENTS ATTACHED:
Resolution 2018-1193– A Resolution Cancelling the Regularly Scheduled December 24, 2018 Meeting of the Board of Trustees of the Village of Brookfield, Illinois
Notice of Meeting Cancellation

RECOMMENDED MOTION: Move to approve the Resolution to cancel the Monday, December 24, 2018 Village Board meeting.
RESOLUTION NO. R-2019-1193


PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES THE 10TH DAY OF DECEMBER 2018
RESOLUTION NO. R – 2019-1193

A RESOLUTION AUTHORIZING THE CANCELLATION OF THE REGULARLY SCHEDULED DECEMBER 24, 2018 MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF BROOKFIELD, ILLINOIS

WHEREAS, the Village of Brookfield, pursuant to the Illinois Open Meetings Act, 5 ILCS 120/1 et seq., has adopted a schedule of regular meetings of the board of trustees; and

WHEREAS, the adopted schedule of regular meetings of the board of trustees provides for meetings to be held on the fourth Monday of December 2018; and

WHEREAS, the board of trustees of the Village of Brookfield has determined that their legislative deliberations do not require the holding of the regular meetings of the board of trustees scheduled for the fourth Monday of December 2018.

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

Section 1. Recitals.

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

Section 2. Cancellation of December 24, 2018 Meetings.

The regular meetings of the board of trustees and the regular meetings of the committee of the whole of the board of trustees heretofore scheduled for the fourth Monday of December 2018 be and are hereby cancelled.

Section 3. Approval of Warrants by Finance Chairman.

The finance chairman be and is hereby authorized to approve any and all necessary warrants for expenditures for the remainder of the month of December 2018, which warrants were not previously approved and which warrants shall be presented for ratification at the next regularly scheduled meeting of the board of trustees on January 14, 2019.
Section 4. Publication.

The Village Clerk be and is hereby authorized and directed to publish notice of this change in the regular meeting dates of the board of trustees. In addition, the Village Clerk be and is hereby authorized and directed notify those news media which have filed an annual request for notice as provided in the Illinois Open Meetings Act.

Section 5. Effective Date.

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

ADOPTED this 10th day of December 2018 pursuant to a roll call vote as follows:

APPROVED by me this 10th day of December 2018.

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

ATTESTED and filed in my office, and published in pamphlet form this 10th day of December 2018

_______________________________
Brigid Weber, Clerk of the Village of Brookfield, Cook County, Illinois
NOTICE OF MEETING CANCELLATION

Village of Brookfield
Brookfield, IL
60513

The regular meeting of the Board of Trustees and the regular meeting of the Committee of the Whole of the Board of Trustees scheduled for the fourth Monday of December 2018 are hereby cancelled.

The next Village Board of Trustees meeting will be on January 14, 2019. The meeting shall be convened at 6:30 p.m. and the Committee of the Whole meeting shall be convened at such time as the Board of Trustees meeting is adjourned but not earlier than 6:35 p.m.

__________________________
Brigid Weber, Village Clerk
December 10, 2018
Request For Board Action

REFERRED TO BOARD: December 10, 2018

ORIGINATING DEPARTMENT: Village Manager’s Office

SUBJECT: Approval of an Ordinance to Surplus Miscellaneous Equipment owned by the Village and Deemed to be Unusable and Obsolete.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Directors of Recreation, Human Resources and Public Works have submitted lists of items from their departments that are no longer used.

Staff has drafted an Ordinance to Surplus these items. Items listed on Exhibits A and B have no resale value and would be disposed of; vehicles listed on Exhibit C would be submitted for auction after the Surplus Ordinance is approved.

FINANCIAL IMPACT: None

DOCUMENTS ATTACHED:
- Ordinance 2018-89 – An Ordinance Authorizing the Disposal of Surplus Personal Property of the Village of Brookfield

RECOMMENDED MOTION:

Motion to approve the Ordinance to approve Ordinance 2018-89. After approval, items listed will be disposed of.
AN ORDINANCE AUTHORIZING THE DISPOSAL OF SURPLUS PERSONAL PROPERTY OF THE VILLAGE OF BROOKFIELD

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS 10th DAY OF DECEMBER 2018
ORDINANCE NO. 2018-89

AN ORDINANCE AUTHORIZING THE DISPOSAL OF SURPLUS PERSONAL PROPERTY OF THE VILLAGE OF BROOKFIELD

WHEREAS, pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the corporate authorities of the Village of Brookfield (the “Village”) are expressly authorized to sell personal property in such manner as they may designate with or without advertising the sale when, in the opinion of a majority of the corporate authorities then holding office, the personal property is no longer necessary or useful to the Village; and

WHEREAS, the Village owns certain personal property described in Exhibit “A”, Exhibit “B”, and “Exhibit C” which exhibits are attached hereto and made part hereof; and

WHEREAS, the corporate authorities of the Village expressly find that the items of personal property described in Exhibit “A”, Exhibit “B”, and “Exhibit C” are no longer necessary to, required for use, or in the best interests of the Village to maintain and further find that it is in the best interest of the Village to dispose of the described items as hereafter set forth.

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

Section 1. Recitals.

The foregoing recitals are adopted as the corporate findings of the Village of Brookfield as if fully restated herein.
Section 2. Authorization. The Village Manager be and is hereby authorized and directed to dispose of these items.

The corporate authorities hereby authorize the Village Manager to dispose of personal property described in Exhibit “A”, Exhibit “B”, and “Exhibit C”

Section 3. Effective Date. This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 10th day of December 2018 pursuant to a roll call vote as follows:

APPROVED by me this 10th day of December 2018.

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

ATTESTED and filed in my office, and published in pamphlet form this 10th day of December 2018.

_________________________
Brigid Weber, Clerk of the Village of Brookfield, Cook County, Illinois
## Surplus Sheet

**Location**  Human Resources

<table>
<thead>
<tr>
<th>Item/Description</th>
<th>Model # (write &quot;N/A&quot; if not applicable)</th>
<th>Serial # (write &quot;N/A&quot; if not applicable)</th>
<th>Condition</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>IDM Wheelwriter 150 electric typewriter</td>
<td></td>
<td>11WA773</td>
<td>Obsolete</td>
<td>1</td>
</tr>
<tr>
<td>Printwheels for IBM Wheelwriter</td>
<td></td>
<td></td>
<td></td>
<td>4</td>
</tr>
</tbody>
</table>

Counted by **Michelle Robbins**

Date **11/14/18**
**Surplus Sheet**

Location: **Boiler room (basement of Village Hall)**

<table>
<thead>
<tr>
<th>Item/Description</th>
<th>Model # (write &quot;N/A&quot; if not applicable)</th>
<th>Serial # (write N/A if it not applicable)</th>
<th>Condition</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>GE Dehumidifier</td>
<td>AHM4OLKG1</td>
<td>NA</td>
<td>Old</td>
<td>1</td>
</tr>
<tr>
<td>Brown upholstered arm chairs</td>
<td>NA</td>
<td>NA</td>
<td>Stained, ripped, dirty</td>
<td>4</td>
</tr>
<tr>
<td>Orange faux leather arm chair</td>
<td>NA</td>
<td>NA</td>
<td>Old, dirty, metal rusted</td>
<td></td>
</tr>
<tr>
<td>1 Soleus dehumidifier</td>
<td>DMC-115IP-210</td>
<td>NA</td>
<td>Old, unknown if operable</td>
<td></td>
</tr>
<tr>
<td>3 drawer file cabinet</td>
<td>NA</td>
<td>NA</td>
<td>Broken bottom drawer</td>
<td>1</td>
</tr>
<tr>
<td>HON 3 drawer narrow file cabinet</td>
<td></td>
<td>NA</td>
<td>Ok condition</td>
<td>1</td>
</tr>
<tr>
<td>Brown foldout table</td>
<td>NA</td>
<td>NA</td>
<td>Old, chipped, stained</td>
<td>2</td>
</tr>
<tr>
<td>Kiln</td>
<td>NA</td>
<td>NA</td>
<td>Old, unknown last use, unknown if operable</td>
<td>1</td>
</tr>
<tr>
<td>Electrical box for Kiln</td>
<td>NA</td>
<td>NA</td>
<td>Old, dirty, unknown last use, unknown if operable</td>
<td>1</td>
</tr>
<tr>
<td>Brown cabinet</td>
<td>NA</td>
<td>NA</td>
<td>Old, rusted out shelving</td>
<td>1</td>
</tr>
<tr>
<td>1 small white cabinet</td>
<td>NA</td>
<td>NA</td>
<td>Rusted out shelving</td>
<td>1</td>
</tr>
<tr>
<td>Krueger metal folding chairs</td>
<td>NA</td>
<td>NA</td>
<td>Ripped, stained, chipped</td>
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<tr>
<td>5 drawer file cabinet</td>
<td>NA</td>
<td>NA</td>
<td>Broken drawers</td>
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<td>Wood doors</td>
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<td>NA</td>
<td>From old renovation</td>
<td>3</td>
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Counted by: **Stevie Ferrari**  Also Present: Mike Bretz, Andy Zontos,  
Date: **11/14/18**
Surplus Inventory

Date: Monday, December 03, 2018

Department: Public Works

Submitted by: Bob Hartnett

<table>
<thead>
<tr>
<th>Item/Description</th>
<th>Model #</th>
<th>Serial #</th>
<th>Condition</th>
<th>Quantity</th>
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</thead>
<tbody>
<tr>
<td>1995 Ford</td>
<td>F350 XL</td>
<td>1FDKF37F5SEA04789</td>
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</tr>
<tr>
<td>2006 Ford</td>
<td>Explorer</td>
<td>1FMEU72E56UB58147</td>
<td>Poor / Out of Service</td>
<td>1</td>
</tr>
<tr>
<td>2011 Ford</td>
<td>Expedition</td>
<td>1FMJU1G58BEF42867</td>
<td>Poor / Out of Service</td>
<td>1</td>
</tr>
</tbody>
</table>
Request For Board Action

REFERRED TO BOARD:  December 10, 2018
AGENDA ITEM NO:  3

ORIGINATING DEPARTMENT:  Human Resources

SUBJECT:  Approval of a Resolution Authorizing the Adoption of an Amended Cafeteria Plan for the Village of Brookfield

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Discovery Benefits, Inc has served as the Third Party Administrator (TPA) for the Village of Brookfield’s Flexible Spending Account Plan since 2008, providing exceptional service to the Village and employees. The renewal agreement incorporates a plan change, effective January 1, 2019, in which the annual maximum amount an employee can contribute to their Flexible Spending Account will follow the IRS maximum contribution amount versus the current practice of the Village selecting a maximum contribution amount. Incorporating the IRS maximum verbiage will streamline annual plan renewal and eliminate confusion or conflict when the IRS maximum contribution amount differs from the Village’s selected maximum contribution amount.

FINANCIAL IMPACT:
None

DOCUMENTS ATTACHED:
1. Resolution 2018-1194
2. Village of Brookfield Cafeteria Plan Document
3. Village of Brookfield Cafeteria Plan Summary Plan Description and Plan Sponsor Certification

RECOMMENDED MOTION:
Move to approve a Resolution authorizing the adoption of an Amended Cafeteria Plan for the Village of Brookfield.
RESOLUTION NO. R - 2018 - 1194

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

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 10th DAY OF DECEMBER 2018
RESOLUTION NO. R - 2018 - 1194

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS, as follows:

Section 1: The form of an amended Cafeteria Plan including a Dependent Care Flexible Spending Account and Health Spending Account effective January 1, 2019, presented to this meeting attached hereto as Exhibit “A” is hereby approved and adopted.

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

Section 3: The Village President be and is hereby authorized and directed to execute and the Village Clerk be and is hereby authorized and directed to attest and
deliver to the Administrator of the Cafeteria Plan one or more executed counterparts of the Cafeteria Plan.

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

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

**ADOPTED** this 10th day of December 2018, pursuant to a roll call vote as follows:

**APPROVED** by me 10th day of December 2018.

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

ATTESTED and filed in my office, this 10th day of December 2018.

__________________________
Brigid Weber, Clerk of the Village of Brookfield, Cook County, Illinois
Exhibit “A”

Village of Brookfield
Cafeteria Plan Document
VILLAGE OF BROOKFIELD
CAFETERIA PLAN
AND ALL SUPPORTING FORMS HAVE BEEN PRODUCED FOR
Village of Brookfield
VILLAGE OF BROOKFIELD
CAFETERIA PLAN
# TABLE OF CONTENTS

## ARTICLE I
### DEFINITIONS

1. ELIGIBILITY ................................................................. 2  
2. EFFECTIVE DATE OF PARTICIPATION .................................. 2 
3. APPLICATION TO PARTICIPATE ........................................ 2 
4. TERMINATION OF PARTICIPATION ..................................... 3 
5. CHANGE OF EMPLOYMENT STATUS ................................... 3 
6. TERMINATION OF EMPLOYMENT ....................................... 3 
7. DEATH ........................................................................... 3

## ARTICLE II
### PARTICIPATION

1. SALARY REDIRECTION .................................................. 3  
2. APPLICATION OF CONTRIBUTIONS .................................... 4 
3. PERIODIC CONTRIBUTIONS ............................................. 4

## ARTICLE IV
### BENEFITS

1. BENEFIT OPTIONS ....................................................... 4 
2. HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT ............... 4 
3. DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT .... 4 
4. HEALTH INSURANCE BENEFIT ....................................... 4 
5. DENTAL INSURANCE BENEFIT ....................................... 5 
6. VISION INSURANCE BENEFIT ....................................... 5 
7. OTHER INSURANCE BENEFIT ......................................... 5 
8. HEALTH SAVINGS ACCOUNT BENEFIT ............................. 5 
9. NONDISCRIMINATION REQUIREMENTS ............................ 5

## ARTICLE V
### PARTICIPANT ELECTIONS

1. INITIAL ELECTIONS ..................................................... 5 
2. SUBSEQUENT ANNUAL ELECTIONS .................................. 6 
3. FAILURE TO ELECT ..................................................... 6 
4. CHANGE IN STATUS .................................................... 6

## ARTICLE VI
### HEALTH FLEXIBLE SPENDING ACCOUNT

1. ESTABLISHMENT OF PLAN ........................................... 8 
2. DEFINITIONS ............................................................ 8 
3. FORFEITURES ............................................................ 8 
4. LIMITATION ON ALLOCATIONS ...................................... 9 
5. NONDISCRIMINATION REQUIREMENTS ............................ 9 
6. COORDINATION WITH CAFETERIA PLAN ........................ 9 
7. HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS ............. 9
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<td>11.13</td>
<td>CAPTIONS</td>
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<td>11.14</td>
<td>CONTINUATION OF COVERAGE (COBRA)</td>
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<td>FAMILY AND MEDICAL LEAVE ACT (FMLA)</td>
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<td>HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)</td>
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<td>11.17</td>
<td>UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)</td>
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<tr>
<td>11.18</td>
<td>COMPLIANCE WITH HIPAA PRIVACY STANDARDS</td>
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<td>COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS</td>
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<td>11.20</td>
<td>MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT</td>
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<td>11.21</td>
<td>GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)</td>
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<tr>
<td>11.22</td>
<td>WOMEN'S HEALTH AND CANCER RIGHTS ACT</td>
</tr>
<tr>
<td>11.23</td>
<td>NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT</td>
</tr>
</tbody>
</table>
VILLAGE OF BROOKFIELD  
CAFETERIA PLAN  
INTRODUCTION

The Employer has amended this Plan effective 01/01/2019, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on 01/01/2008. The Plan shall be known as Village of Brookfield Cafeteria Plan (the "Plan").

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

ARTICLE I  
DEFINITIONS

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

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

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

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

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

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

1.7 "Dependent" means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)).

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

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

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

1.8 "Effective Date" means 01/01/2008.

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

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

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

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

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

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

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

1.14 "Insurance Premium Payment Plan" means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.

1.15 "Insurer" means any insurance company that underwrites a Benefit under this Plan.

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

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

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

1.19 "Plan Year" means the 12-month period beginning 01/01/2019 and ending 12/31/2019. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

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

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

1.22 "Salary Redirection" means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

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

1.24 "Spouse" means spouse as determined under Federal law.

ARTICLE II
PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of his date of employment (or the Effective Date of the Plan, if later). However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the first day of the pay period coinciding with or next following the date on which he met the eligibility requirements of Section 2.1.

2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.
An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

2.4 TERMINATION OF PARTICIPATION

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

(a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.6;

(b) **Change in employment status.** The end of the Plan Year during which the Participant became a limited Participant because of a change in employment status pursuant to Section 2.5;

(c) **Death.** The Participant's death, subject to the provisions of Section 2.7; or

(d) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

2.5 CHANGE OF EMPLOYMENT STATUS

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

2.6 TERMINATION OF EMPLOYMENT

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

(a) **Insurance Benefit.** With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.

(b) **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred up to the date of termination and submitted within 90 days after termination, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.

(c) **COBRA applicability.** With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan including the Health Flexible Spending Account shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section 11.14 of the Plan.

2.7 DEATH

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

ARTICLE III

CONTRIBUTIONS TO THE PLAN

3.1 SALARY REDIRECTION

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be
applicable from the first day of the pay period following the Employee’s entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants’ elections made under Article IV.

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

3.2 APPLICATION OF CONTRIBUTIONS

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

3.3 PERIODIC CONTRIBUTIONS

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

ARTICLE IV
BENEFITS

4.1 BENEFIT OPTIONS

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

(1) Health Flexible Spending Account

(2) Dependent Care Flexible Spending Account

(3) Insurance Premium Payment Plan
   (i) Health Insurance Benefit
   (ii) Dental Insurance Benefit
   (iii) Vision Insurance Benefit
   (iv) Other Insurance Benefit

(4) Health Savings Account Benefit

4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT

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

4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT

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

4.4 HEALTH INSURANCE BENEFIT

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

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

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

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

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

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

4.6 **VISION INSURANCE BENEFIT**

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

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

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

4.7 **OTHER INSURANCE BENEFIT**

(a) **Employer selects contracts.** The Employer may select additional health or other policies allowed under Code Section 125 or allow the purchase of additional health or other policies by and for Participants, which policies will provide uniform benefits for all Participants electing this Benefit.

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

4.8 **HEALTH SAVINGS ACCOUNT BENEFIT**

Each Participant may elect to have a portion of his Salary Redirections contributed to a Health Savings Account, as defined in Code Section 223. The amounts contributed shall be subject to the terms of the Health Savings Account as established.

4.9 **NONDISCRIMINATION REQUIREMENTS**

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

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

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reject any election or reduce contributions or non-taxable Benefits in order to assure compliance with the Code and regulations. Any act taken by the Administrator shall be carried out in a uniform and nondiscriminatory manner. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

ARTICLE V
PARTICIPANT ELECTIONS

5.1 **INITIAL ELECTIONS**

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

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

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

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

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

5.3 FAILURE TO ELECT

Any Participant failing to complete an election of benefits form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized for such subsequent Plan Year.

5.4 CHANGE IN STATUS

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

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

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

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

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

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

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

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

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

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.
Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and guidance thereunder, shall qualify as a change in status.

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

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

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

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

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

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

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

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

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

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

(j) **Change in dependent care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).
(k) Health FSA cannot change due to insurance change. A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

(l) Health FSA amount can only increase. A Participant may only increase his Benefit elections under the Health Flexible Spending Account in the event of a change in status.

(m) Health Savings Account changes. With regard to the Health Savings Account Benefit specified in Section 4.8, a Participant who has elected to make elective contributions under such arrangement may modify or revoke the election prospectively, provided such change is consistent with Code Section 223 and the Treasury regulations thereunder.

ARTICLE VI
HEALTH FLEXIBLE SPENDING ACCOUNT

6.1 ESTABLISHMENT OF PLAN

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

6.2 DEFINITIONS

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

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

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

(1) one of the 5 highest paid officers;

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

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

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

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

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

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

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

6.3 FORFEITURES

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

(a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is $2650.

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

(c) Carryover. A Participant in the Health Flexible Spending Account may roll over from $1 to $500 of unused amounts in the Health Flexible Spending Account remaining at the end of one Plan Year to the immediately following Plan Year. These amounts can be used during the following Plan Year for expenses incurred in that Plan Year. Amounts carried over do not affect the maximum amount of salary redirection contributions for the Plan Year to which they are carried over. Unused amounts are those remaining after expenses have been reimbursed during the runout period. These amounts may not be cashed out or converted to any other taxable or nontaxable benefit. Amounts in excess of $500 will be forfeited. The Plan is allowed, but not required, to treat claims as being paid first from the current year amounts, then from the carryover amounts.

6.5 NONDISCRIMINATION REQUIREMENTS

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

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

6.6 COORDINATION WITH CAFETERIA PLAN

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

6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

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

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

(c) Payments. Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.
Claims for reimbursement. Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 90 days after termination of employment.

6.8 DEBIT AND CREDIT CARDS

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

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

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

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

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

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

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

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

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

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

ARTICLE VII
DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

7.1 ESTABLISHMENT OF ACCOUNT

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

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

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

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

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

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

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

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

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

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

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

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

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

7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

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

7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

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

7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

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

7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

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

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

7.8 FORFEITURES

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

7.9 LIMITATION ON PAYMENTS

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

7.10 NONDISCRIMINATION REQUIREMENTS

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

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

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

7.11 COORDINATION WITH CAFETERIA PLAN

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

7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

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

(a) The Dependent or Dependents for whom the services were performed;

(b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;

(c) The relationship, if any, of the person performing the services to the Participant;

(d) If the services are being performed by a child of the Participant, the age of the child;

(e) A statement as to where the services were performed;
If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;

If the services were being performed in a day care center, a statement:

1. that the day care center complies with all applicable laws and regulations of the state of residence,

2. that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and

3. of the amount of fee paid to the provider.

If the Participant is married, a statement containing the following:

1. the Spouse's salary or wages if he or she is employed, or

2. if the Participant's Spouse is not employed, that

   i. he or she is incapacitated, or

   ii. he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.

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

7.13 DEBIT AND CREDIT CARDS

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

a. Card only for dependent care expenses. Each Participant issued a card shall certify that such card shall only be used for Employment-Related Dependent Care Expenses. The Participant shall also certify that any Employment-Related Dependent Care Expense paid with the card has not already been reimbursed by any other plan covering dependent care benefits and that the Participant will not seek reimbursement from any other plan covering dependent care benefits.

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

c. Only available for use with certain service providers. The cards shall only be accepted by such service providers as have been approved by the Administrator. The cards shall only be used for Employment-Related Dependent Care Expenses from these providers.

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

e. Correction methods. If such purchase is later determined by the Administrator to not qualify as an Employment-Related Dependent Care Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

1. Repayment of the improper amount by the Participant;

2. Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;

3. Claims substitution or offset of future claims until the amount is repaid; and

4. if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.
ARTICLE VIII
BENEFITS AND RIGHTS

8.1 CLAIM FOR BENEFITS

(a) Insurance claims. Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.

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

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

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

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

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

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

8.2 APPLICATION OF BENEFIT PLAN SURPLUS

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

ARTICLE IX
ADMINISTRATION
9.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

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

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

(a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;

(b) To interpret the provisions of the Plan, the Administrator’s interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;

(c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;

(d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;

(e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant’s rights, benefits or elections under the Plan;

(f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;

(g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;

(h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

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

9.2 EXAMINATION OF RECORDS

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

9.3 PAYMENT OF EXPENSES

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

9.4 INSURANCE CONTROL CLAUSE

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

9.5 INDEMNIFICATION OF ADMINISTRATOR

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

ARTICLE X
AMENDMENT OR TERMINATION OF PLAN

10.1 AMENDMENT

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

10.2 TERMINATION

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

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

ARTICLE XI
MISCELLANEOUS

11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.12.

11.2 GENDER AND NUMBER

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

11.3 WRITTEN DOCUMENT

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

11.4 EXCLUSIVE BENEFIT

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

11.5 PARTICIPANT’S RIGHTS

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

11.6 ACTION BY THE EMPLOYER

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

(a) Insurance purchase. Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) Validity of insurance contract. The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

11.8 NO GUARANTEE OF TAX CONSEQUENCES

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

11.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

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

11.10 FUNDING

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

11.11 GOVERNING LAW

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

11.12 SEVERABILITY

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

11.13 CAPTIONS

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

11.14 CONTINUATION OF COVERAGE (COBRA)

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

11.15 FAMILY AND MEDICAL LEAVE ACT (FMLA)

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

11.16 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.
11.17 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

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

11.18 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

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

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

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

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

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

2. In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:
   
   (i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
   
   (ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
   
   (iii) mitigation of any harm caused by the breach, to the extent practicable; and
   
   (iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

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

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

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

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

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

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

6. Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
(7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

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

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

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

11.19 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

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

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

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

(c) Employer shall ensure security standards. The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.18.

11.20 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

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

11.21 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

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

11.22 WOMEN'S HEALTH AND CANCER RIGHTS ACT

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

11.23 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns’ and Mothers’ Health Protection Act.
IN WITNESS WHEREOF, this Plan document is hereby executed this ______ day of ______________________.

Village of Brookfield

By ____________________________
EMPLOYER
Exhibit “B”

Village of Brookfield
Summary Plan Description and Plan Sponsor Certification
VILLAGE OF BROOKFIELD
CAFETERIA PLAN

SUMMARY PLAN DESCRIPTION
# TABLE OF CONTENTS

## I ELIGIBILITY

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

## II OPERATION

1. How does this Plan operate? .................................................................................. 4

## III CONTRIBUTIONS

1. How much of my pay may the Employer redirect? .............................................. 4
2. What happens to contributions made to the Plan? .............................................. 4
3. When must I decide which accounts I want to use? ............................................ 4
4. When is the election period for our Plan? ............................................................. 4
5. May I change my elections during the Plan Year? .............................................. 4

## IV BENEFITS

1. Health Flexible Spending Account ........................................................................ 5
2. Dependent Care Flexible Spending Account ....................................................... 6
3. Premium Expense Account .................................................................................. 6
4. May I direct Plan contributions to my Health Savings Account? ....................... 7

## V BENEFIT PAYMENTS

1. When will I receive payments from my accounts? .............................................. 7
2. What happens if I don’t spend all Plan contributions during the Plan Year? ........ 7
3. Family and Medical Leave Act (FMLA) ................................................................ 7
4. Uniformed Services Employment and Reemployment Rights Act (USERRA) ........ 8
5. What happens if I terminate employment? ....................................................... 8
6. Will my Social Security benefits be affected? ..................................................... 8

## VI HIGHLY COMPENSATED AND KEY EMPLOYEES

1. Do limitations apply to highly compensated employees? ................................ 8

## VII PLAN ACCOUNTING

1. Periodic Statements ............................................................................................... 8
VIII
GENERAL INFORMATION ABOUT OUR PLAN
1. General Plan Information........................................................................................................... 9
2. Employer Information .................................................................................................................... 9
3. Plan Administrator Information ................................................................................................ 9
4. Service of Legal Process.............................................................................................................. 9
5. Type of Administration.................................................................................................................. 10

IX
ADDITIONAL PLAN INFORMATION
1. Claims Process ............................................................................................................................ 10

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

XI
SUMMARY
VILLAGE OF BROOKFIELD
CAFETERIA PLAN

INTRODUCTION

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

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

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

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

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

I

ELIGIBILITY

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

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

2. What are the eligibility requirements for our Plan?

You will be eligible to join the Plan as of your date of hire with us. Of course, if you were already a participant before this amendment, you will remain a participant.

3. When is my entry date?

Once you have met the eligibility requirements, your entry date will be the first day of the pay period coinciding with or following the date you met the eligibility requirements.

4. Are there any employees who are not eligible?

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

-- Employees who are part-time. A part-time employee is someone who works, or is expected to work, less than 40 hours a week.
5. What must I do to enroll in the Plan?

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

II
OPERATION

1. How does this Plan operate?

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

III
CONTRIBUTIONS

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

Each year, you may elect to have us contribute on your behalf enough of your compensation to pay for the benefits that you elect under the Plan. These amounts will be deducted from your pay over the course of the year.

2. What happens to contributions made to the Plan?

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

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

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

4. When is the election period for our Plan?

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

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

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

-- Marriage, divorce, death of a spouse, legal separation or annulment;
-- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
-- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
-- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
-- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.
In addition, if you are participating in the Dependent Care Flexible Spending Account, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

However, with respect to the Health Flexible Spending Account, you may only increase your benefit election as the result of a change in status.

However, with respect to the Health Savings Account, you may modify or revoke your elections without having to have a change in status.

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

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

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

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

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

6. **May I make new elections in future Plan Years?**

   Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, we will consider that to mean you have elected not to participate for the upcoming Plan Year.

**IV BENEFITS**

1. **Health Flexible Spending Account**

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

   Drug costs, including insulin, may be reimbursed.

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

   The most that you can contribute to your Health Flexible Spending Account each Plan Year is $2650. In addition, you will be eligible to carryover amounts left in your Health Flexible Spending Account, from a minimum of $1 up to a maximum of $500. This means that amounts you do not use during a Plan Year can be carried over to the next Plan Year and used for expenses incurred in the next Plan Year.

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

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

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

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

2. **Dependent Care Flexible Spending Account**

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

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

(a) A Dependent (Day) Care Center, provided that if care is provided by the facility for more than six individuals, the facility complies with applicable state and local laws;

(b) An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and

(c) An "Individual" who provides care inside or outside your home: The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

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

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

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

3. **Premium Expense Account**

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

- Health care premiums under our insured group medical plan.
- Dental insurance premiums.
-- Vision insurance premiums.
-- Other insurance coverage that we may provide.

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

The Administrator may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. We will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance terminates.

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

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

4. May I direct Plan contributions to my Health Savings Account?

Yes. Any moneys that you do not apply toward available benefits can be contributed to your Health Savings Account, which enables you to pay for expenses which are not covered by our insured medical plan and save taxes at the same time. Please see your Plan Administrator for further details.

V

BENEFIT PAYMENTS

1. When will I receive payments from my accounts?

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

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

Any moneys left at the end of the Plan Year will be forfeited, except for $500 that can be carried over into the next Plan Year or, except for amounts contributed to your Health Savings Account. Obviously, qualifying expenses that you incur late in the Plan Year for which you seek reimbursement after the end of such Plan Year will be paid first before any amount is forfeited. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

3. Family and Medical Leave Act (FMLA)

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

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.
4. **Uniformed Services Employment and Reemployment Rights Act (USERRA)**

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

5. **What happens if I terminate employment?**

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

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

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

   (c) Your Health Savings Account amounts will remain yours even after your termination of employment.

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

6. **Will my Social Security benefits be affected?**

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

**VI**

**HIGHLY COMPENSATED AND KEY EMPLOYEES**

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

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

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

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

**VII**

**PLAN ACCOUNTING**

1. **Periodic Statements**

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

**VIII**

**GENERAL INFORMATION ABOUT OUR PLAN**

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

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

   Your Employer has assigned Plan Number 13774 to your Plan.

   The provisions of your amended Plan become effective on 01/01/2019. Your Plan was originally effective on 01/01/2008.

   Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on 01/01/2019 and ends on 12/31/2019.

2. **Employer Information**

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

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

3. **Plan Administrator Information**

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

   Village of Brookfield  
   8820 Brookfield Ave.  
   Brookfield, Illinois 60513  
   708-485-7344

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

4. **Service of Legal Process**

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

   Village of Brookfield  
   8820 Brookfield Ave.  
   Brookfield, Illinois 60513
5. Type of Administration

The type of Administration is Employer Administration.

6. Claims Submission

Claims for expenses should be submitted to:

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

IX ADDITIONAL PLAN INFORMATION

1. Claims Process

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

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

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

X CONTINUATION COVERAGE RIGHTS UNDER COBRA

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

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

1. **What is COBRA continuation coverage?**

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

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

2. **Who can become a Qualified Beneficiary?**

   In general, a Qualified Beneficiary can be:

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

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

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

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

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

3. **What is a Qualifying Event?**

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

   (a) The death of a covered Employee.

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

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

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

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

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

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

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

- **Premiums**: This plan can charge up to 102% of total plan premiums for COBRA coverage. Other options, like coverage on a spouse's plan or through the Marketplace, may be less expensive. Qualified Beneficiaries have special enrollment rights under federal law (HIPAA). They have the right to request special enrollment in another group health plan for which they are otherwise eligible (such as a plan sponsored by a spouse's employer) within 30 days after Plan coverage ends due to one of the Qualifying Events listed above.

- **Provider Networks**: If a Qualified Beneficiary is currently getting care or treatment for a condition, a change in health coverage may affect access to a particular health care provider. You may want to check to see if your current health care providers participate in a network in considering options for health coverage.

- **Drug Formularies**: For Qualified Beneficiaries taking medication, a change in health coverage may affect costs for medication – and in some cases, the medication may not be covered by another plan. Qualified beneficiaries should check to see if current medications are listed in drug formularies for other health coverage.

- **Severance payments**: If COBRA rights arise because the Employee has lost his job and there is a severance package available from the employer, the former employer may have offered to pay some or all of the Employee's COBRA payments for a period of time. This can affect the timing of coverage available in the Marketplace. In this scenario, the Employee may want to contact the Department of Labor at 1-866-444-3272 to discuss options.

- **Medicare Eligibility**: You should be aware of how COBRA coverage coordinates with Medicare eligibility. If you are eligible for Medicare at the time of the Qualifying Event, or if you will become eligible soon after the Qualifying Event, you should know that you have 8 months to enroll in Medicare after your employment-related health coverage ends. Electing COBRA coverage does not extend this 8-month period. For more information, see medicare.gov/sup-up-change-plan.

- **Service Areas**: If benefits under the Plan are limited to specific service or coverage areas, benefits may not be available to a Qualified Beneficiary who moves out of the area.

- **Other Cost-Sharing**: In addition to premiums or contributions for health coverage, the Plan requires participants to pay copayments, deductibles, coinsurance, or other amounts as benefits are used. Qualified beneficiaries should check to see what the cost-sharing requirements are for other health coverage options. For example, one option may have much lower monthly premiums, but a much higher deductible and higher copayments.

**Are there other coverage options besides COBRA Continuation Coverage?** Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for Qualified Beneficiaries through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a “special enrollment period.” Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.
5. What is the procedure for obtaining COBRA continuation coverage?

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

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

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

Note: If a covered Employee who has been terminated or experienced a reduction of hours qualifies for a trade readjustment allowance or alternative trade adjustment assistance under a federal law called the Trade Act of 2002, as extended by the Trade Preferences Extension Act of 2015, and the employee and his or her covered dependents have not elected COBRA coverage within the normal election period, a second opportunity to elect COBRA coverage will be made available for themselves and certain family members, but only within a limited period of 60 days or less and only during the six months immediately after their group health plan coverage ended. Any person who qualifies or thinks that he or she and/or his or her family members may qualify for assistance under this special provision should contact the Plan Administrator or its designee for further information about the special second election period. If continuation coverage is elected under this extension, it will not become effective prior to the beginning of this special second election period.

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

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

(a) the end of employment or reduction of hours of employment,

(b) death of the employee,

(c) commencement of a proceeding in bankruptcy with respect to the Employer, or

(d) entitlement of the employee to any part of Medicare.

IMPORTANT:

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

NOTICE PROCEDURES:

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

Village of Brookfield
8820 Brookfield Ave.
Brookfield, Illinois 60513
If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

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

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

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

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

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

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

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

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

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

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

(a) The last day of the applicable maximum coverage period.
(b) The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.
(c) The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
(d) The date, after the date of the election, that the Qualified Beneficiary first becomes entitled to Medicare (either part A or part B, whichever occurs earlier).
(e) In the case of a Qualified Beneficiary entitled to a disability extension, the later of:
   (1) (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary’s entitlement to the disability extension is no longer disabled, whichever is earlier; or
   (2) the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.
The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

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

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

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

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

(b) In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries ends on the later of:
   (1) 36 months after the date the covered Employee becomes enrolled in the Medicare program. This extension does not apply to the covered Employee; or
   (2) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.

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

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

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

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

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

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

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

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

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

Yes. The Plan is also permitted to allow for payment at other intervals.
16. **What is Timely Payment for COBRA continuation coverage?**

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

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

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

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

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

**IF YOU HAVE QUESTIONS**

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

**KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES**

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

**XI**

**SUMMARY**

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

If you have any questions, please contact the Administrator.
CAFETERIA PLAN

PLAN SPONSOR CERTIFICATION

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

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

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

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

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

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

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

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

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

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

(j) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and Section COMPLIANCE WITH HIPAA PRIVACY STANDARDS of the Village of Brookfield Cafeteria Plan.

Adopted this ________________________________ day of ____________________, 20______

Plan Sponsor
Request For Board Action

REFERRED TO BOARD: December 10, 2018

ORIGINATING DEPARTMENT: Finance

SUBJECT: Approval of an Ordinance establishing the 2018 Village Tax Levy

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Attached is the 2018 Tax Levy Documents which will be filed with the Cook County Clerk’s office. The Village began the Levy process in October 2018 with the Truth in Taxation process, and will now review the final levy for Board action. The total levy requested will be $13,029,583 and is summarized in the attached documents.

FINANCIAL IMPACT:
None.

DOCUMENTS ATTACHED:
1. Proposed Ordinance
2. Certificate of Compliance with the Truth in Taxation Law.

RECOMMENDED MOTION:

Move to approve an Ordinance approving the Village’s 2018 Tax Levy.
ORDINANCE NO. 2018 - 86

AN ORDINANCE FOR THE LEVY OF TAXES FOR ALL CORPORATE PURPOSES FOR THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2018 AND ENDING DECEMBER 31, 2018

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES THE 10th DAY OF DECEMBER 2018.

Published in pamphlet form by Authority of the Corporate Authorities of Brookfield, Illinois the 10th day of December 2018.
AN ORDINANCE FOR THE LEVY OF TAXES
FOR ALL CORPORATE PURPOSES FOR THE
VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS FOR THE
FISCAL YEAR BEGINNING JANUARY 1, 2018 AND ENDING DECEMBER 31, 2018

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

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

Section 1. Recitals.

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

Section 2. Tax Levy.

That the amounts hereinafter set forth, or so much thereof as may be needed or deemed necessary to defray all expenses and liabilities of the Village be and the same are hereby levied upon all property subject to taxation within the corporate limits of the Village as that property is assessed and equalized for the current year, and for general corporate purposes, for police pension benefits and administration, for firefighters pension benefits and administration, for Illinois Municipal Retirement Fund benefits, for maintenance of parks and supervised recreation programs, for fire protection purposes, for police protection purposes, for Social Security benefits, for liability insurance
purposes, for financial audit purposes, for workers compensation purposes, for
unemployment compensation purposes, for operations and administration of a public
library, for maintenance of the library building and site and all other objects and
purposes of the Village as hereinafter specified, for the fiscal year beginning January 1,
2018 and ending December 31, 2018.

Section 3. Amounts Levied.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
Section 4. Filing of Ordinance.

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

Section 5. Severability.

Each amount levied by this ordinance is hereby declared to be independent and, notwithstanding any other evidence of legislative intent, it is hereby declared to be the controlling legislative intent that if any provisions of this ordinance, or the application thereof to any person or circumstance is held to be invalid, the remaining amounts levied or provisions thereof and the application of such levies and provisions to any person or circumstances other than those to which it is held invalid, shall not be affected thereby, and it is hereby declared that such levies and provisions would have been passed independently of such levy or provision so known to be invalid.
Section 6. Effective Date.

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

ADOPTED this 10th day of December 2018, pursuant to a roll call vote as follows:

AYES: ________________________________

NAYS: ________________________________

ABSENT: ______________________________

ABSTENTION: _________________________

APPROVED by me this 10th day of December 2018

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

ATTESTED and filed in my office,
and published in pamphlet form
this 10th day of December 2018.

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

STATE OF ILLINOIS )
  ) s.s.
COUNTY OF COOK )

I, BRIGID WEBER, do certify that I am the duly qualified and acting Clerk of the Village of Brookfield, Cook County, Illinois, and as such officer, I am the keeper of the records and files of the President and Board of Trustees of said Village.

I do further certify that the attached is a true and correct copy of an Ordinance adopted by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois:


I do further certify that the deliberations of the President and Board of Trustees in said meeting were taken openly; that the meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all taxpayers of record; and that said meeting was called and held in strict accordance with the provisions of "An Act in relation to meetings," approved July 11, 1957, as amended, and that said President and Board of Trustees have complied with all the applicable provisions of said Act and its procedural rules.

IN WITNESS WHEREOF, I have hereunto affixed by official signature and seal of said Village this 10th day of December 2018.

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

(VILLAGE SEAL)
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Department: 13 - COMMUNITY AND ECON DEVELOPMENT
Division: 00 - NON-DIVISION

Department Total: 13 - COMMUNITY AND ECON DEVELOPMENT
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Account Classification Total: CS - Contractual Services
5600 - Commodities

Account Classification Total: CS - Contractual Services
5800 - Travel
### 2018 Tax Levy

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**20 - POLICE DEPARTMENT**

**PS - Personal Services**

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**5600 - Commodities**

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**25 - FIRE DEPARTMENT**

**PS - Personal Services**

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| Account Classification Total: CS - Contractual Services | $4,313,224.00 | $2,067,653.00 | 2,305,571.00 |

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- **Department Total: 31 - BUILDING MAINTENANCE**
  - **Division Total: 32 - COMMUTER RAIL STATION MAINTENANCE**
    - **Account Classification Total: 5600 - Commodities**
      - **Division Total: 32 - COMMUTER RAIL STATION MAINTENANCE**
        - **Account Classification Total: 5600 - Commodities**

- **Department Total: 25 - FIRE DEPARTMENT**
  - **Division Total: 33 - FORESTRY**
    - **Account Classification Total: 5600 - Commodities**
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- **Department Total: 25 - FIRE DEPARTMENT**
  - **Division Total: 31 - BUILDING MAINTENANCE**
    - **Account Classification Total: 5600 - Commodities**
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        - **Account Classification Total: 5600 - Commodities**

- **Department Total: 32 - COMMUTER RAIL STATION MAINTENANCE**
  - **Division Total: 33 - FORESTRY**
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- **Department Total: 25 - FIRE DEPARTMENT**
  - **Division Total: 31 - BUILDING MAINTENANCE**
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- **Department Total: 32 - COMMUTER RAIL STATION MAINTENANCE**
  - **Division Total: 33 - FORESTRY**
    - **Account Classification Total: 5600 - Commodities**
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        - **Account Classification Total: 5600 - Commodities**
## Village of Brookfield

### 2018 TAX LEVY

<table>
<thead>
<tr>
<th>FUND/DIVISION/ACCOUNT</th>
<th>AMOUNT APPROPRIATED</th>
<th>AMOUNT TO BE RAISED BY OTHER SOURCES</th>
<th>AMOUNT TO BE RAISED BY PROPERTY TAXES</th>
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### 2018 Tax Levy

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<th>Amount Appropriated</th>
<th>Amount to Be Raised by Other Sources</th>
<th>Amount to Be Raised by Property Taxes</th>
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**Total Appropriated: $56,700.00**

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<tr>
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<td>Conference &amp; Meeting Registration</td>
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<tr>
<td>Local Mileage, Parking &amp; Tolls</td>
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<td>Lodging</td>
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<td>Meals</td>
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<td>Purchased Transportation</td>
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**Total Program Supplies: $12,000.00**

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<tr>
<th>Division:</th>
<th>2 - Contract Programs</th>
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<td>Contract Labor</td>
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<tr>
<td>Facility Rental</td>
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<td>Purchased Program Services</td>
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**Total Contract Programs: $45,000.00**

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<tr>
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<td>Advertising &amp; Legal Publication</td>
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**Total Program Services: $17,000.00**

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**Total Public Works: $600.00**

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<td>Concessions &amp; Food</td>
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<td>Purchased Program Services</td>
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**Total Recreational Services: $23,700.00**

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**Total Parks and Recreation: $600.00**

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**Total Administration: $86,577.00**
### 2018 Tax Levy

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## 2018 TAX Levy

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<th>Amount Appropriated</th>
<th>Amount to Be Raised by Other Sources</th>
<th>Amount to Be Raised by Property Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund: 15 - OGDEN AVENUE TIF</td>
<td>$12,250.00</td>
<td>$12,250.00</td>
<td>$0.00</td>
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<tr>
<td>Fund: 16 - HOTEL MOTEL TAX FUND</td>
<td>$11,500.00</td>
<td>$11,500.00</td>
<td>$0.00</td>
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<tr>
<td>Fund: 31 - DEBT SERVICE FUND</td>
<td>$1,306,977.00</td>
<td>$1,306,977.00</td>
<td>$1,760,075.00</td>
</tr>
</tbody>
</table>

### CS - Contractual Services

#### Audit
- Account Classification Total: CS - Contractual Services
  - $2,750.00
- Department Total: 00 - NON-DEPARTMENTAL
  - $2,750.00
- Division Total: 00 - NON-DIVISION
  - $2,750.00
- EXPENSES Total
  - $2,750.00

#### Engineering
- Account Classification Total: CS - Contractual Services
  - $5,000.00
- Department Total: 00 - NON-DEPARTMENTAL
  - $5,000.00
- Division Total: 00 - NON-DIVISION
  - $5,000.00
- EXPENSES Total
  - $5,000.00

#### Advertising & Legal Publication
- Account Classification Total: CS - Contractual Services
  - $12,250.00
- Department Total: 00 - NON-DEPARTMENTAL
  - $12,250.00
- Division Total: 00 - NON-DIVISION
  - $12,250.00
- EXPENSES Total
  - $12,250.00

### Printing & Copying Services
- Account Classification Total: CS - Contractual Services
  - $11,500.00
- Department Total: 00 - NON-DEPARTMENTAL
  - $11,500.00
- Division Total: 00 - NON-DIVISION
  - $11,500.00
- EXPENSES Total
  - $11,500.00

### Printing & Copying Services
- Account Classification Total: CS - Contractual Services
  - $12,250.00
- Department Total: 00 - NON-DEPARTMENTAL
  - $12,250.00
- Division Total: 00 - NON-DIVISION
  - $12,250.00
- EXPENSES Total
  - $12,250.00

### Debt Service Fund
- 7000 - DEBT SERVICE EXPENDITURES
  - Account Classification Total: 7000 - DEBT SERVICE EXPENDITURES
    - $3,067,052.00
  - Department Total: 00 - NON-DEPARTMENTAL
    - $3,067,052.00
  - Division Total: 00 - NON-DIVISION
    - $3,067,052.00
  - EXPENSES Total
    - $3,067,052.00

### Capital Outlay Fund
- 6000 - CAPITAL OUTLAY EXPENDITURES
  - Account Classification Total: 6000 - CAPITAL OUTLAY EXPENDITURES
    - $1,255,000.00
  - Department Total: 00 - NON-DEPARTMENTAL
    - $1,255,000.00
  - Division Total: 00 - NON-DIVISION
    - $1,255,000.00
  - EXPENSES Total
    - $1,255,000.00

### Infrastructure Project Fund
- 42 - INFRASTRUCTURE PROJECT FUND
  - Account Classification Total: 42 - INFRASTRUCTURE PROJECT FUND
    - $1,000,000.00
  - Department Total: 00 - NON-DEPARTMENTAL
    - $1,000,000.00
  - Division Total: 00 - NON-DIVISION
    - $1,000,000.00
  - EXPENSES Total
    - $1,000,000.00
## 2018 TAX LEVY

### AMOUNT APPROPRIATED

<table>
<thead>
<tr>
<th>Fund/Division/Account</th>
<th>Amount Appropriated</th>
<th>Amount to Be Raised by Other Sources</th>
<th>Amount to Be Raised by Property Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>0000 - CAPITAL OUTLAY EXPENDITURES</td>
<td>$4,055,000.00</td>
<td>$4,055,000.00</td>
<td>0.00</td>
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<tr>
<td>Division Total: 00 - NON-DIVISION</td>
<td>$5,310,000.00</td>
<td>$5,310,000.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Department Total: 00 - NON-DEPARTMENTAL</td>
<td>$5,310,000.00</td>
<td>$5,310,000.00</td>
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</tr>
<tr>
<td>EXPENSES Total</td>
<td>$5,310,000.00</td>
<td>$5,310,000.00</td>
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</tr>
<tr>
<td>Fund EXPENSE Total: 61 - INFRASTRUCTURE PROJECT FUND</td>
<td>$5,310,000.00</td>
<td>$5,310,000.00</td>
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### EXPENSES

<table>
<thead>
<tr>
<th>Department: 61 - ADMINISTRATION</th>
<th>Division: 00 - NON-DIVISION</th>
</tr>
</thead>
<tbody>
<tr>
<td>PS - Personal Services</td>
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</tr>
<tr>
<td>5020 WAGES-FULL TIME SALARIED</td>
<td>79,381.00</td>
</tr>
<tr>
<td>5025 WAGES-FULL TIME HOURLY</td>
<td>344,287.00</td>
</tr>
<tr>
<td>5040 WAGES-OVERTIME 1.5X</td>
<td>40,000.00</td>
</tr>
<tr>
<td>5110 EMPLOYER FICA/MEDICARE</td>
<td>36,749.00</td>
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<tr>
<td>5140 INSURANCE-GROUP LIFE &amp; AD&amp;D</td>
<td>625.00</td>
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<tr>
<td>5150 INSURANCE-GROUP MEDICAL</td>
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<td>5160 INSURANCE-GROUP DENTAL</td>
<td>3,266.00</td>
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<tr>
<td>CS - Contractual Services</td>
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<tr>
<td>5240 ENGINEERING</td>
<td>5,000.00</td>
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<tr>
<td>5390 R &amp; M-WATER SYSTEM EQUIPMENT</td>
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<tr>
<td>5399 R &amp; M-OTHER EQUIPMENT</td>
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<tr>
<td>5435 BANK SERVICE CHARGES</td>
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<tr>
<td>5441 WATER UTILITY TAX</td>
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<td>5450 CONTRACT LABOR</td>
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<tr>
<td>5490 INTERGOVERNMENTAL FEES &amp; DUES</td>
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<td>5540 PRINTING &amp; COPYING SERVICES</td>
<td>300.00</td>
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<tr>
<td>5550 PROFESSIONAL ASSOCIATIONS</td>
<td>500.00</td>
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<tr>
<td>5560 PURCHASED PROGRAM SERVICES</td>
<td>55,000.00</td>
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<tr>
<td>5590 TRAINING</td>
<td>500.00</td>
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<tr>
<td>5595 UTILITIES LOCATION SERVICES</td>
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<td>CS - Contractual Services</td>
<td>$426,261.00</td>
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### 5000 - COMMODITIES

<table>
<thead>
<tr>
<th>Department: 62 - COST OF WATER SALES</th>
<th>Division: 00 - NON-DIVISION</th>
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<tbody>
<tr>
<td>5600 FUEL</td>
<td>60,000.00</td>
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<tr>
<td>5680 POSTAGE</td>
<td>1,500.00</td>
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<tr>
<td>5690 PROGRAM SUPPLIES</td>
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<tr>
<td>5705 PROTECTIVE CLOTHING AND EQUIPMENT</td>
<td>1,000.00</td>
</tr>
<tr>
<td>5710 SERVICE &amp; REPAIR PARTS</td>
<td>1,500.00</td>
</tr>
<tr>
<td>5715 SMALL TOOLS</td>
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</tr>
<tr>
<td>5730 STREET MATERIALS-AGGREGATE</td>
<td>1,500.00</td>
</tr>
<tr>
<td>5780 WATER PURCHASES</td>
<td>3,720,000.00</td>
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<tr>
<td>5785 WATER SYSTEM SUPPLIES</td>
<td>5,000.00</td>
</tr>
<tr>
<td>CS - Contractual Services</td>
<td>$3,803,500.00</td>
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</tbody>
</table>

### 7000 - DEBT SERVICE EXPENDITURES

<table>
<thead>
<tr>
<th>Department: 63 - COST OF SEWER SALES</th>
<th>Division: 00 - NON-DIVISION</th>
</tr>
</thead>
<tbody>
<tr>
<td>5820 MOWING/ FULL TIME SALARIED</td>
<td>79,381.00</td>
</tr>
<tr>
<td>5825 MOWING/ FULL TIME HOURLY</td>
<td>344,287.00</td>
</tr>
<tr>
<td>5840 MOWING-OVERTIME 1.5X</td>
<td>40,000.00</td>
</tr>
<tr>
<td>5850 MOWING-OTHER CONTRACTUAL</td>
<td>500.00</td>
</tr>
<tr>
<td>CS - Contractual Services</td>
<td>$573,125.00</td>
</tr>
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</table>

### 9000 - TRANSFER OUT AND OTHER FINANCING USES

<table>
<thead>
<tr>
<th>Department: 61 - ADMINISTRATION</th>
<th>Division: 00 - NON-DIVISION</th>
</tr>
</thead>
<tbody>
<tr>
<td>5931 TRANSFER TO DEBT SERVICE FUND</td>
<td>860,000.00</td>
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<tr>
<td>CS - Contractual Services</td>
<td>$2,081,433.00</td>
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</table>

### Account Classification Total:

- **AMOUNT APPROPRIATED**
- **AMOUNT TO BE RAISED BY OTHER SOURCES**
- **AMOUNT TO BE RAISED BY PROPERTY TAXES**
- **EXPENSES**
- **Division Total: 00 - NON-DIVISION**
- **Department Total: 00 - NON-DEPARTMENTAL**
- **Total**

### Village of Brookfield

**2018 TAX LEVY**
### Village of Brookfield 2018 TAX LEVY

<table>
<thead>
<tr>
<th>Fund/Division/Account</th>
<th>Amount Appropriated</th>
<th>Amount to Be Raised by Other Sources</th>
<th>Amount to Be Raised by Property Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>5099 - Other Contractual</td>
<td>50,000.00</td>
<td>50,000.00</td>
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</tr>
<tr>
<td>6000 - Capital Outlay Expenditures</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>6400 - Sewer System Construction/Improvements</td>
<td>385,000.00</td>
<td>385,000.00</td>
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<tr>
<td>6500 - Other Contractual</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Fund Expense Total: 61 - Water and Sewer Fund</td>
<td>6,816,234.00</td>
<td>6,816,234.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5020 - Wages - Full Time Salaried</td>
<td>68,639.00</td>
<td>68,639.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5025 - Wages - Full Time Hourly</td>
<td>189,396.00</td>
<td>189,396.00</td>
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<tr>
<td>5026 - Wages - Overtime 1.5x</td>
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<td>10,000.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5140 - Insurance - Group Life &amp; AD&amp;D</td>
<td>132.00</td>
<td>132.00</td>
<td>0.00</td>
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<tr>
<td>5150 - Insurance - Group Medical</td>
<td>15,004.00</td>
<td>15,004.00</td>
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<tr>
<td>5160 - Insurance - Group Dental</td>
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<td>Account Classification Total: 5800 - Travel</td>
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<tr>
<td>5220 - Consulting</td>
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<tr>
<td>5270 - Legal Review</td>
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<td>0.00</td>
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<tr>
<td>5299 - Other Professional Services</td>
<td>20,000.00</td>
<td>20,000.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5490 - Intergovernmental Fees &amp; Dues</td>
<td>3,000.00</td>
<td>3,000.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5550 - Professional Associations</td>
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<td>1,000.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Account Classification Total: 5800 - Travel</td>
<td>1,808,274.00</td>
<td>(261,618.00)</td>
<td>2,069,892.00</td>
</tr>
<tr>
<td>5480 - Garbage &amp; Recycling</td>
<td>1,830,000.00</td>
<td>1,830,000.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Account Classification Total: 5800 - Travel</td>
<td>1,808,274.00</td>
<td>(261,618.00)</td>
<td>2,069,892.00</td>
</tr>
<tr>
<td>5080 - Pension - Regular</td>
<td>1,659,300.00</td>
<td>(410,592.00)</td>
<td>2,069,892.00</td>
</tr>
<tr>
<td>5085 - Pension - Spouse/Dependent</td>
<td>55,574.00</td>
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<tr>
<td>5090 - Pension - Disability</td>
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<td>Account Classification Total: 5800 - Travel</td>
<td>1,053,744.00</td>
<td>(118,410.00)</td>
<td>1,172,154.00</td>
</tr>
</tbody>
</table>
## 2018 TAX LEVY

<table>
<thead>
<tr>
<th>FUND/DIVISION/ACCOUNT</th>
<th>AMOUNT APPROPRIATED</th>
<th>AMOUNT TO BE RAISED BY OTHER SOURCES</th>
<th>AMOUNT TO BE RAISED BY PROPERTY TAXES</th>
</tr>
</thead>
<tbody>
<tr>
<td>5220 CONSULTING</td>
<td>30,000.00</td>
<td>30,000.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5270 LEGAL-REVIEW</td>
<td>5,000.00</td>
<td>5,000.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5299 OTHER PROFESSIONAL SERVICES</td>
<td>90,000.00</td>
<td>90,000.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5490 INTERGOVERNMENTAL FEES &amp; DUES</td>
<td>3,000.00</td>
<td>3,000.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5550 PROFESSIONAL ASSOCIATIONS</td>
<td>1,000.00</td>
<td>1,000.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5590 TRAINING</td>
<td>2,000.00</td>
<td>2,000.00</td>
<td>0.00</td>
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<tr>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>$131,000.00</td>
<td>$131,000.00</td>
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<td></td>
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</tr>
<tr>
<td>5680 POSTAGE</td>
<td>100.00</td>
<td>100.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

| ACCOUNT Classification Total: 5680 - Commodities |                     |                                      |                                       |
| $100.00                                                                                   |

| 5810 CONFERENCE & MEETING REGISTRATION |                     |                                      |                                       |
|                                       |                     |                                      |                                       |
| Account Classification Total: 5810 - Commodities | $7,000.00 | $7,000.00 | 0.00 |

| Division Total: 00 - NON-DIVISION |                     |                                      |                                       |
| $1,191,844.00 | $15,690.00 | 1,172,154.00 |

| Department Total: 00 - NON-DEPARTMENTAL |                     |                                      |                                       |
| $1,191,844.00 | $15,690.00 | 1,172,154.00 |

| EXPENSES Total |                     |                                      |                                       |
| $1,191,844.00 | $15,690.00 | 1,172,154.00 |

| Fund EXPENSE Total: 82 - FIREFIGHTERS PENSION FUND |                     |                                      |                                       |
| $1,191,844.00 | $15,690.00 | 1,172,154.00 |

| EXPENSE GRAND Total: |                     |                                      |                                       |
| $38,996,248.00 | $28,372,465.00 | $10,623,783.00 |

### SUMMARY APPROPRIATIONS

- General Fund – 81: 17,562,609.00, 11,940,947.00, 5,621,662.00
- Water, Sewer Fund – 11: 850,250.00, 850,250.00
- 8 Corner's TIF – 13: 1,200.00, 1,200.00
- Congress Park TIF – 14: 2,750.00, 2,750.00
- Ogden Ave. TIF Fund – 15: 12,250.00, 12,250.00
- Hotel/Motel Tax Fund – 16: 11,500.00, 11,500.00
- Debt Service Funds – 31: 3,067,052.00, 1,306,977.00, 1,760,075.00
- Equipment Replacement Fund – 41: 5,310,000.00, 5,310,000.00
- Infrastructure Project Fund – 42: 5,310,000.00, 5,310,000.00
- Village Parks Project Fund – 43: -
- Water & Sewer Fund – 61: 8,816,234.00, 8,816,234.00
- Garbage Fund – 62: 2,207,285.00, 2,207,285.00
- Police Pension Fund – 81: 1,191,844.00, 1,191,844.00
- Village Parks Project Fund – 43: -
- TOTAL VILLAGE FUNDS: 38,996,248.00, 28,372,465.00, 10,623,783.00

### LIBRARY

- Personnel, Other: 2,000.00, 2,000.00
- Salaries, Operating: 590,000.00, 590,000.00
- Salaries, Part Time: 260,000.00, 260,000.00
- Medical & Dental Insurance: 200,000.00, 200,000.00
- Illinois Unemployment Ins.: 3,500.00, 3,500.00
- Payroll Expenses: 4,800.00, 4,800.00
- Books: 110,000.00, 110,000.00
- Periodicals: 14,000.00, 14,000.00
- Audiovisual Materials - Other: 48,000.00, 48,000.00
- Electronic Databases: 130,000.00, 130,000.00
- Professional Associations: 5,500.00, 5,500.00
- Co-Worker Services: 10,000.00, 10,000.00
- Continuing Education - Other: 22,000.00, 22,000.00
- Professional Services: 37,000.00, 37,000.00
- Insurance-General: 25,000.00, 25,000.00
- Maintenance-Office Equip: 98,000.00, 98,000.00
- Printing and Publications: 19,000.00, 19,000.00
- Telephone: 15,000.00, 15,000.00
- Office Supplies: 15,000.00, 15,000.00
- Technical Services Equipment: 2,000.00, 2,000.00
- Technical Services Supplies: 9,000.00, 9,000.00
<table>
<thead>
<tr>
<th>FUND/DIVISION/ACCOUNT</th>
<th>AMOUNT APPROPRIATED</th>
<th>AMOUNT TO BE RAISED BY OTHER SOURCES</th>
<th>AMOUNT TO BE RAISED BY PROPERTY TAXES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Services Processing</td>
<td>7,000.00</td>
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<tr>
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<tr>
<td>Reciprocal Borrowing</td>
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<tr>
<td>Postage</td>
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<td>Site GIVEN</td>
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<td>Contingency</td>
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<td>Capital Expenses, other</td>
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<td>Other Capital Projects</td>
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<td>Grant Funds</td>
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<tr>
<td>Debt Service</td>
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</tr>
<tr>
<td><strong>Total Library Fund</strong></td>
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<tr>
<td><strong>Total Library IMRF Fund</strong></td>
<td>40,000.00</td>
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<td>40,000.00</td>
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<tr>
<td><strong>Library Social Security Fund</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>FICA</td>
<td>65,000.00</td>
<td>-</td>
<td>65,000.00</td>
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<tr>
<td><strong>Total Library Social Security Fund</strong></td>
<td>65,000.00</td>
<td>-</td>
<td>65,000.00</td>
</tr>
<tr>
<td><strong>Library Site and Building Maintenance Fund</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Computers - Other</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Photocopiers</td>
<td>12,000.00</td>
<td>-</td>
<td>12,000.00</td>
</tr>
<tr>
<td>Maintenance-Building</td>
<td>53,000.00</td>
<td>-</td>
<td>53,000.00</td>
</tr>
<tr>
<td><strong>Total Library Site and Building Maintenance Fund</strong></td>
<td>65,000.00</td>
<td>-</td>
<td>65,000.00</td>
</tr>
<tr>
<td><strong>Library Special Reserve Fund</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Expenditures</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Library Special Reserve Fund</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL ALL LIBRARY FUNDS</strong></td>
<td>2,605,800.00</td>
<td>200,000.00</td>
<td>2,405,800.00</td>
</tr>
<tr>
<td><strong>TOTAL LIBRARY AND VILLAGE</strong></td>
<td>41,802,048.00</td>
<td>28,572,465.00</td>
<td>13,029,583.00</td>
</tr>
</tbody>
</table>

VILLAGE CORPORATE PURPOSES 1,501,970.00
VILLAGE POLICE PROTECTION 2,059,846.00
VILLAGE FIRE PROTECTION 2,059,846.00
VILLAGE POLICE PENSION 2,969,892.00
VILLAGE FIRE PENSION 1,172,154.00
VILLAGE DEBT SERVICE 1,760,675.00

VILLAGE LEVY 10,623,783.00
LIBRARY LEVY 2,405,800.00
TOTAL VILLAGE LEVY 13,029,583.00
STATE OF ILLINOIS

COUNTY OF COOK

Certificate of Compliance
With the Truth In Taxation Law

I, Kit P. Ketchmark, the duly qualified and presiding officer of the Village of Brookfield, Cook County, Illinois do hereby certify that the 2018 tax levy ordinance (Ordinance No. 2018-86) of said Village of Brookfield attached hereto is more than 105 percent of the amount extended or estimated to be extended upon the final aggregate levy of the preceding year, exclusive of election costs. The 2018 tax levy ordinance was adopted in full compliance with the provisions of Sections 18-55 et seq. of the Illinois Property Tax Code, commonly known as the Truth In Taxation Law (35 ILCS 200/18-55 et seq.).

IN WITNESS WHEREOF, I have placed my official signature this 10th day of December 2018.

Kit P. Ketchmark, Village President and Presiding Officer of the Board of Trustees of the Village of Brookfield, Cook County, Illinois

(SEAL)
REFERRRED TO BOARD: December 10, 2018

ORIGINATING DEPARTMENT: Finance

SUBJECT: Approval of an Ordinance Establishing the Special Service Area # 7 (SSA # 7) Tax Levy

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Attached is the 2018 SSA # 7 Tax Levy Ordinance which will be filed with the Cook County Clerk’s office. The total Levy for SSA # 7 amounts to $31,018.98. This will be the last year of this levy.

FINANCIAL IMPACT:
None.

DOCUMENTS ATTACHED:
1. Proposed Ordinance.

RECOMMENDED MOTION:

Move to approve an Ordinance approving the Village’s SSA # 7 2018 Tax Levy.
ORDINANCE NO. 2018 - 87

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2018, AND ENDING DECEMBER 31, 2018, IN AND FOR THE VILLAGE OF BROOKFIELD SPECIAL SERVICE AREA NUMBER SEVEN

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES THE 10TH DAY OF DECEMBER 2018

Published in pamphlet form by Authority of the Corporate Authorities of the Village of Brookfield, Illinois, this 10th day of December 2018
ORDINANCE NO. 2018- 87

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2018, AND ENDING DECEMBER 31, 2018, IN AND FOR THE VILLAGE OF BROOKFIELD SPECIAL SERVICE AREA NUMBER SEVEN

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

Section 1: Findings.

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

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

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

Section 2: The total amount of appropriations for all purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number Seven is ascertained to be the sum of $31,018.98.
Section 3: The following sums be, and the same hereby are levied upon the taxable real property, as defined in the Revenue Act of 1939, in the Village of Brookfield Special Service Area Number Seven, said tax to be levied for the fiscal year beginning January 1, 2018, and ending December 31, 2018:

PRINCIPAL AND INTEREST

<table>
<thead>
<tr>
<th>ITEM</th>
<th>AMOUNT APPROPRIATED</th>
<th>AMOUNT LEVIED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal and interest on Bonds</td>
<td>$31,018.98</td>
<td>$31,018.98</td>
</tr>
<tr>
<td>obtained to finance cost of construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>of street and storm sewer improvements.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL $31,018.98 $31,018.98

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

Section 5: There is hereby certified to the County Clerk of Cook County, Illinois, the sum aforesaid, constituting said total amount and the said total amount of $31,018.98 which said total amount the said Village of Brookfield Special Service Area Number Seven requires to be raised by taxation for the current fiscal year of said Village, and the Village Clerk of said Village is hereby ordered and directed to file with the County Clerk of said County on or before the time required by law, a certified copy of this Ordinance.
Section 6: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this 10TH day of December 2018, pursuant to a roll call vote as follows:

AYES: ________________________________
NAYS: ________________________________
ABSENT: ______________________________
ABSTENTION: _________________________

APPROVED by me this 10TH day of December 2018.

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

ATTESTED this 10TH day of December 2018.

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

STATE OF ILLINOIS )
COUNTY OF COOK ) ss.

I, BRIGID WEBER, do certify that I am the duly qualified and acting Clerk of the Village of Brookfield, Cook County, Illinois, and as such officer, I am the keeper of the records and files of the President and Board of Trustees of said Village.

I do further certify that the attached is a true and correct copy of an Ordinance adopted by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois:

Ordinance No. 2018-87. An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year beginning January 1, 2018, and ending December 31, 2018, in and for the Village of Brookfield, Special Service Area Number Seven.

I do further certify that the deliberations of the President and Board of Trustees in said meeting were taken openly; that the meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all taxpayers of record; and that said meeting was called and held in strict accordance with the provisions of "An Act in relation to meetings," approved July 11, 1957, as amended, and that said President and Board of Trustees have complied with all the applicable provisions of said Act and its procedural rules.

IN WITNESS WHEREOF, I have hereunto affixed by official signature and seal of said Village this 10th day of December 2018.

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

(VILLAGE SEAL)
Request For Board Action

REFERRED TO BOARD: December 10, 2018

ORIGINATING DEPARTMENT: Finance

SUBJECT: Approval of an Ordinance Authorizing Supplemental Appropriations for the Year 2018

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

During 2018, the Village exceeded the Board approved 2018 budget on certain line items. The line item amounts and reasons for over expenditures are listed on the next page, as is the available source of revenue to cover the over expenditures.

FINANCIAL IMPACT:
As noted on the attached schedule.

DOCUMENTS ATTACHED:
1. Proposed Ordinance authorizing the supplemental appropriations to individual line items.

RECOMMENDED MOTION:

Move to approve an Ordinance authorizing the supplemental appropriations to specific budgeted line items.
ORDINANCE NO. 2018 - 90

SUPPLEMENTAL APPROPRIATION ORDINANCE

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES

Published in pamphlet form by
authority of the Corporate
Authorities of the Village of
Brookfield, Illinois this 10th day
of December, 2018.
ORDINANCE NO. 2018 - 90
SUPPLEMENTAL APPROPRIATION ORDINANCE

WHEREAS, the Village has determined that additional Village funds exist which were not previously appropriated; and

WHEREAS, it is in best interest of the Village to provide for a supplemental appropriation of those funds in accordance with Section 8-2-9 of the Illinois Municipal Code, as amended.

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

Section 1. Additional Revenue.

That the Village finds it has the following unappropriated revenues:

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL FUND</td>
<td>$576,000</td>
</tr>
<tr>
<td>01.3200 FB - UNRESERVED UNDESIGNATED</td>
<td>$576,000</td>
</tr>
<tr>
<td>EIGHT CORNERS TIF</td>
<td>$5,000</td>
</tr>
<tr>
<td>13.3200 FB - UNRESERVED UNDESIGNATED</td>
<td>$5,000</td>
</tr>
<tr>
<td>CONGRESS PARK TIF</td>
<td>$25,000</td>
</tr>
<tr>
<td>14.3200 FB - UNRESERVED UNDESIGNATED</td>
<td>$25,000</td>
</tr>
<tr>
<td>DEBT SERVICE FUND</td>
<td>$85,004</td>
</tr>
<tr>
<td>01.3030 FB - RESERVED FOR DEBT SERVICE</td>
<td>$85,004</td>
</tr>
<tr>
<td>INFRASTRUCTURE PROJECT FUND</td>
<td>$1,464,506</td>
</tr>
<tr>
<td>42.3140 BOND PROCEEDS-2018 GO BOND ISSUE</td>
<td>$1,464,506</td>
</tr>
<tr>
<td>WATER SEWER FUND</td>
<td>$1,330,000</td>
</tr>
<tr>
<td>61.3500 FB - UNRESERVED UNDESIGNATED</td>
<td>$1,330,000</td>
</tr>
</tbody>
</table>
Section 2. Supplemental Appropriation.

That the following Supplemental Appropriations are hereby made:

<table>
<thead>
<tr>
<th>Fund/Account/Expense</th>
<th>Supplemental Appropriation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL FUND</strong></td>
<td></td>
</tr>
<tr>
<td>01-10-00-5299</td>
<td>OTHER PROFESSIONAL SERVICES</td>
</tr>
<tr>
<td>01-10-00-5560</td>
<td>PURCHASED PROGRAM SERVICES</td>
</tr>
<tr>
<td>01-11-00-5270</td>
<td>LEGAL - LITIGATION</td>
</tr>
<tr>
<td>01-12-00-5520</td>
<td>LIABILITY INSURANCE</td>
</tr>
<tr>
<td>01-19-00-5560</td>
<td>PURCHASED PROGRAM SERVICES</td>
</tr>
<tr>
<td><strong>EIGHT CORNERS TIF</strong></td>
<td></td>
</tr>
<tr>
<td>13-00-00-5270</td>
<td>LEGAL - LITIGATION</td>
</tr>
<tr>
<td><strong>CONGRESS PARK TIF</strong></td>
<td></td>
</tr>
<tr>
<td>13-00-00-5270</td>
<td>LEGAL - LITIGATION</td>
</tr>
<tr>
<td><strong>DEBT SERVICE FUND</strong></td>
<td></td>
</tr>
<tr>
<td>31-00-00-7765</td>
<td>INTEREST - SERIES 2018 BONDS</td>
</tr>
<tr>
<td><strong>INFRASTRUCTURE PROJECT FUND</strong></td>
<td></td>
</tr>
<tr>
<td>42-00-00-5240</td>
<td>ENGINEERING</td>
</tr>
<tr>
<td>42-00-00-6360</td>
<td>STREET SYSTEM CONSTRUCTION IMPROVEMENTS</td>
</tr>
<tr>
<td>42-00-00-7111</td>
<td>BOND ISSUANCE COSTS</td>
</tr>
<tr>
<td><strong>WATER AND SEWER FUND</strong></td>
<td></td>
</tr>
<tr>
<td>61-62-00-5380</td>
<td>R AND M WATER SYSTEM EQUIPMENT</td>
</tr>
<tr>
<td>61-62-00-5780</td>
<td>WATER PURCHASES</td>
</tr>
<tr>
<td>61-63-00-5240</td>
<td>ENGINEERING</td>
</tr>
<tr>
<td>61-63-00-6400</td>
<td>SEWER SYSTEM CONSTRUCTION IMPROVEMENTS</td>
</tr>
</tbody>
</table>

$1,330,000
Section 3. Effective Date of Ordinance.

That this Ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

AYES:___________________________________________________________

NAYS: __________________________________________________________

ABSENT: ________________________________________________________

ABSTENTION:   ___________________________________________________

________________________________

Kit P. Ketchmark, Village President

PASSED:    This 10th day of December 2018.

APPROVED:  This 10th day of December 2018.

PUBLISHED: This 10th day of December 2018.

ATTEST:

________________________________

Brigid Weber
Village Clerk of the Village of Brookfield, Illinois
Request For Board Action

REFERRED TO BOARD:  December 10, 2018  AGENDA ITEM NO: 7

ORIGINATING DEPARTMENT:  Finance

SUBJECT:  Approval of an Ordinance Authorizing Transfers Within the 2018 Annual Appropriations Ordinance

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Village annually approves an Ordinance authorizing transfer between funds based on year-end estimates, and the 2018 budget. The transfers between funds are summarized below:

<table>
<thead>
<tr>
<th>FUND AMOUNT</th>
<th>FUND #</th>
<th>FUND NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>600,000</td>
<td>1</td>
<td>GENERAL FUND</td>
</tr>
<tr>
<td>725,000</td>
<td>11</td>
<td>MOTOR FUEL TAX FUND</td>
</tr>
<tr>
<td>250,000</td>
<td>01</td>
<td>GENERAL FUND</td>
</tr>
<tr>
<td>460,000</td>
<td>11</td>
<td>MOTOR FUEL TAX FUND</td>
</tr>
<tr>
<td>2,035,000</td>
<td>61</td>
<td>WATER FUND</td>
</tr>
</tbody>
</table>

FINANCIAL IMPACT:
As noted on the schedule.

DOCUMENTS ATTACHED:
1. Proposed Ordinance authorizing the transfer of funds based on the year end estimates and 2018 Budget.

RECOMMENDED MOTION:

Move to approve an Ordinance authorizing the transfer of funds.
ORDINANCE NO. 2018 - 91

AN ORDINANCE AUTHORIZING TRANSFERS WITHIN THE ANNUAL APPROPRIATION ORDINANCE FOR THE YEAR BEGINNING JANUARY 1, 2018, AND ENDING DECEMBER 31, 2018, FOR THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 10 th DAY OF DECEMBER 2018

Published in pamphlet form by
Authority of the Corporate Authorities of Brookfield, Illinois
the 10 th day of December 2018.
ORDINANCE NO. 2018 – 91

AN ORDINANCE AUTHORIZING TRANSFERS WITHIN THE ANNUAL APPROPRIATION ORDINANCE FOR THE YEAR BEGINNING JANUARY 1, 2018, AND ENDING DECEMBER 31, 2018, FOR THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS

WHEREAS, on February 12th, 2018, the corporate authorities of the Village of Brookfield, Cook County, Illinois (the “Village”), adopted Ordinance 2018 – 07 entitled, An Ordinance Appropriating for All Corporate Purposes for the Village of Brookfield, Cook County, Illinois, for the Fiscal Year Beginning January 1, 2018, and Ending December 31, 2018, pursuant to the applicable provisions of Section 8-2-9 of the Illinois Municipal Code (65 ILCS 5/8-2-9); and

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

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

Section 1. Recitals.

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.
Section 2. Funds to be Transferred.

The following transfers shall be and are hereby authorized to be made for the Fiscal Year beginning January 1, 2018, and Ending December 31, 2018:

<table>
<thead>
<tr>
<th>Amount</th>
<th>Transferred to Fund</th>
<th>Transferred from Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>$600,000</td>
<td>GENERAL FUND</td>
<td>MOTOR FUEL TAX FUND</td>
</tr>
<tr>
<td>$725,000</td>
<td>DEBT SERVICE FUND</td>
<td>GENERAL FUND</td>
</tr>
<tr>
<td>$250,000</td>
<td>INFRASTRUCTURE PROJECT FUND</td>
<td>MOTOR FUEL TAX FUND</td>
</tr>
<tr>
<td>$460,000</td>
<td>DEBT SERVICE FUND</td>
<td>WATER FUND</td>
</tr>
<tr>
<td>$2,035,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Section 3. Limitation on Transfer.

No appropriation for any object or purpose shall by virtue of any transfer herein made be reduced below an amount sufficient to cover all obligations incurred or to be incurred against the appropriation and, to the extent that any transfer herein authorized has such effect, such transfer is reduced by an amount sufficient to avoid reducing the appropriation below an amount sufficient to cover all obligations incurred or to be incurred against the appropriation.
Section 4. No Modification of Other Ordinances.

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

Section 5. Effective Date.

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

ADOPTED this 10th day of December 2018, pursuant to a roll call vote as follows:

AYES: __________________________

NAYS: __________________________

ABSENT: ________________________

ABSTENTION: ____________________

APPROVED by me this 10th day of December 2018.

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

ATTESTED and filed in my office, and published in pamphlet form this 10th day of December 2018.

Brigid Weber, Clerk of the Village of Brookfield, Cook County, Illinois
Request For Board Action

REFERRED TO BOARD: December 10, 2018

AGENDA ITEM NO: 8

ORIGINATING DEPARTMENT: Finance

SUBJECT: Approval of a Resolution Directing the County Clerk to Calculate Separate Limiting Rates for the 2018 Tax Year

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Attached is a Resolution directing the Cook County Clerk to calculate separate limiting rates for the Brookfield Public Library funds and the aggregate of the other Village funds for the purposes of the Property Tax Extension Limitation Law for Brookfield’s 2018 tax levy.

FINANCIAL IMPACT:

None.

DOCUMENTS ATTACHED:

1. Proposed Resolution.

RECOMMENDED MOTION:

Move to approve a resolution directing the County Clerk to calculate separate limiting rates for the Village and the Library.
RESOLUTION NO. R – 2018 - 1192

A RESOLUTION DIRECTING THE COUNTY CLERK TO CALCULATE SEPARATE LIMITING RATES FOR THE 2018 TAX YEAR OF THE VILLAGE OF BROOKFIELD, ILLINOIS

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 10th DAY OF DECEMBER 2018
RESOLUTION NO. R – 2018-1192

A RESOLUTION DIRECTING THE COUNTY CLERK TO CALCULATE SEPARATE LIMITING RATES FOR THE 2018 TAX YEAR OF THE VILLAGE OF BROOKFIELD, ILLINOIS

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

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

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

The corporate authorities of the Village of Brookfield, Illinois, do hereby direct the Cook County Clerk to calculate separate limiting rates for the public library funds and the aggregate of the other village funds for the purposes of the Property Tax Extension Limitation Law, (35 ILCS 200/18-185 et seq.) for the 2018 Village of Brookfield tax levy.

Section 2. Direction to File Resolution with County Clerk.

The Village Manager be and is hereby authorized and directed to cause a certified copy of this resolution to be filed with the Tax Extension Division of the Cook County Clerk’s office.
Section 3. Effective Date.

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

ADOPTED this 10th day of December 2018, pursuant to a roll call vote as follows:

AYES: ________________________________

NAYS: ________________________________

ABSENT: ______________________________

ABSTENTION: _________________________

APPROVED by me this 10th day of December 2018.

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

ATTESTED and filed in my office, this 10th day of December 2018.

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

STATE OF ILLINOIS }
 ) s s .
COUNTY OF COOK )

I, BRIGID WEBER, do certify that I am the duly qualified and acting Clerk of the Village of Brookfield, Cook County, Illinois, and as such officer, I am the keeper of the records and files of the President and Board of Trustees of said Village.

I do further certify that the attached is a true and correct copy of an Ordinance adopted by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois:


I do further certify that the deliberations of the President and Board of Trustees in said meeting were taken openly; that the meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all taxpayers of record; and that said meeting was called and held in strict accordance with the provisions of “An Act in relation to meetings,” approved July 11, 1957, as amended, and that said President and Board of Trustees have complied with all the applicable provisions of said Act and its procedural rules.

IN WITNESS WHEREOF, I have hereunto affixed by official signature and seal of said Village this 10th day of December 2018.

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

(VILLAGE SEAL)
Request For Board Action

REFERRED TO BOARD: December 10, 2018

AGENDA ITEM NO: 9

ORIGINATING DEPARTMENT: Finance

SUBJECT: Approval of a Resolution Amending the Rates Charged by Groot for One and Two Family Units for Residential Waste Collection

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The second amendment to the contract between the Village and Groot, for one and two unit residences in Brookfield includes an annual adjustment of 3% every January 1, effective January 1, 2015. It is also anticipated that the West Cook County Solid Waste Agency will adjust its tipping fees, but at this point, the amount is uncertain.

The last rate adjustment by the Village for Garbage Collection costs was in January, 2018— the adjustment was 3% based on the Groot increase at that time. Based on a review of the 2017 year-end audited Garbage Fund statements, and an analysis of the estimated 2018 activity, staff has determined it would be advisable to adjust residential rates a corresponding 3%. The rate charges are summarized in the chart below:

<table>
<thead>
<tr>
<th>RESIDENTIAL</th>
<th>3% Rate Increase</th>
<th>$ inc</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CURRENT</td>
<td>PROPOSED</td>
</tr>
<tr>
<td></td>
<td>MONTHLY Bi-monthly ANNUALLY</td>
<td>MONTHLY Bi-monthly ANNUALLY</td>
</tr>
<tr>
<td>GENERAL REFUSE</td>
<td>18.80 37.60</td>
<td>225.60</td>
</tr>
<tr>
<td>YARD WASTE</td>
<td>5.76 11.52</td>
<td>69.12</td>
</tr>
<tr>
<td>DISP/ADMIN FEE</td>
<td>5.05 10.10</td>
<td>60.60</td>
</tr>
<tr>
<td></td>
<td>29.61 59.22</td>
<td>355.32</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MULTI UNIT</th>
<th>3% Rate Increase</th>
<th>$ inc</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CURRENT</td>
<td>PROPOSED</td>
</tr>
<tr>
<td></td>
<td>MONTHLY Bi-monthly ANNUALLY</td>
<td>MONTHLY Bi-monthly ANNUALLY</td>
</tr>
<tr>
<td>GENERAL REFUSE</td>
<td>37.60 75.20</td>
<td>451.20</td>
</tr>
<tr>
<td>YARD WASTE</td>
<td>5.76 11.52</td>
<td>69.12</td>
</tr>
<tr>
<td>DISP/ADMIN FEE</td>
<td>10.10 20.20</td>
<td>121.20</td>
</tr>
<tr>
<td></td>
<td>53.46 106.92</td>
<td>641.52</td>
</tr>
</tbody>
</table>
FINANCIAL IMPACT:
3% Increase in Garbage Collection Revenues.

DOCUMENTS ATTACHED:
1. Proposed Resolution modifying the change in the rates charged to Brookfield residents for garbage collection service.
2. Initial Resolution authorizing the extension of the initial agreement with Groot from October 28, 2013 through July 31, 2019.

RECOMMENDED MOTION:

Move to approve a resolution authorizing the execution of an amendment to the contract for one and two family units of Brookfield residential collection of waste between Groot and the Village.
RESOLUTION NO. R-2018 – 1189

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE CONTRACT FOR ONE- AND TWO-FAMILY UNITS OF BROOKFIELD RESIDENTIAL COLLECTION AND TRANSPORTATION OF MUNICIPAL WASTE BETWEEN GROOT INDUSTRIES, INC. AND THE VILLAGE OF BROOKFIELD, ILLINOIS


Published in Pamphlet Form by Authority of the Corporate Authorities of the Village of Brookfield, Illinois, this 10th Day of December, 2018.
RESOLUTION NO. R-2018 – 1189

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE CONTRACT FOR ONE- AND TWO-FAMILY UNITS OF BROOKFIELD RESIDENTIAL COLLECTION AND TRANSPORTATION OF MUNICIPAL WASTE BETWEEN GROOT INDUSTRIES, INC. AND THE VILLAGE OF BROOKFIELD, ILLINOIS

WHEREAS, the Illinois Municipal Code (65 ILCS 5/11-19-1), authorizes the corporate authorities to enter into exclusive contracts for the collection and hauling of garbage, refuse and waste;

WHEREAS, Section 44-28 of the Code of Ordinances, Village of Brookfield, Illinois, provides that the rates for collection of general refuse, yard waste and recyclable materials from residential units be established at any given time by contract entered into by the Village and any qualified contractor;

WHEREAS, the Village of Brookfield (the “Village”) and Groot Industries, Inc. (the “Contractor”) have entered into a Contract for One- and Two-Family Units of Brookfield Residential Collection and Transportation of Municipal Waste effective as of October 28, 2013, (hereinafter referred to as the “Waste Hauling Contract”) granting the Contractor the exclusive privilege and franchise for the collection and transport of residential solid waste, and the collection, transport and processing of recyclable materials and disposal of landscape waste from residential single-family and two-family dwelling units; and

WHEREAS, the Village and the Contractor desire to modify the rates for collection of general refuse, yard waste and recyclable materials;

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 it is advisable, necessary and in the public interest that the Village of Brookfield enter into an Amendment to the Waste Hauling Contract with Groot Industries, Inc. modifying the rates charged to residents.

Section 2: The President be and is hereby authorized and directed to execute and the Village Clerk be and is hereby authorized and directed to attest and to place the municipal seal on an Amendment to the Waste Hauling Contract by and between Groot Industries, Inc. and the Village of Brookfield, Illinois, which amendment is attached hereto as Exhibit “A.”

Section 3: This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 10th day of December, 2018, pursuant to a roll call vote as follows:

AYES: ________________________________

NAYS: ________________________________

ABSENT: ________________________________

ABSTENTION: ________________________________

APPROVED by me this 10th day of December, 2018.

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

ATTESTED and filed in my office, this 10th day of December, 2018.

______________________________
Brigid Weber, Clerk of the Village of Brookfield, Cook County, Illinois
EXHIBIT “A”

AMENDMENT TO THE CONTRACT FOR ONE- AND TWO-FAMILY UNITS
OF BROOKFIELD RESIDENTIAL COLLECTION AND TRANSPORTATION
OF MUNICIPAL SOLID WASTE

This Amendment made this 10th day of December, 2018 to the Contract for One-
and Two-Family Units of Brookfield Residential Collection and Transportation Municipal
Solid Waste having an effective date of October 28, 2013 (the “Waste Hauling
Contract”) between the Village of Brookfield, Illinois, an Illinois municipal corporation
(the “Village”), and Groot Industries, Inc., an Illinois corporation (the “Contractor”)
amends and modifies the terms and conditions of the Waste Hauling Contract. The
terms and conditions of this Amendment are hereby incorporated into the Waste
Hauling Contract. To the extent that the terms and conditions of this Amendment are
inconsistent with the terms and conditions of the Waste Hauling Contract, the terms and
conditions of this Amendment shall supersede the inconsistent terms and conditions of
the Waste Hauling Contract.

The Contract for One- and Two-Family Units of Residential Collection and
Transportation Municipal Solid Waste is hereby amended as hereinafter set forth:

1. Article IV entitled “Residential Collection Services” is amended by adding
thereto Section D entitled “Rates for Residential Collection” to read as follows:
D. Rates for Residential Collection:

Effective January 1, 2019, the rates charged by the Village for the residential collection of general refuse, yard waste and recyclables shall be as follows:

<table>
<thead>
<tr>
<th></th>
<th>MONTHLY</th>
<th>BI-MONTHLY</th>
<th>ANNUALLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL REFUSE</td>
<td>19.36</td>
<td>38.72</td>
<td>232.32</td>
</tr>
<tr>
<td>YARD WASTE</td>
<td>5.93</td>
<td>11.86</td>
<td>71.16</td>
</tr>
<tr>
<td>DISP/ADMIN FEE</td>
<td>5.20</td>
<td>10.40</td>
<td>62.40</td>
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<tr>
<td></td>
<td>30.49</td>
<td>60.98</td>
<td>365.88</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>MONTHLY</th>
<th>BI-MONTHLY</th>
<th>ANNUALLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL REFUSE</td>
<td>38.72</td>
<td>77.44</td>
<td>464.64</td>
</tr>
<tr>
<td>YARD WASTE</td>
<td>5.93</td>
<td>11.86</td>
<td>71.16</td>
</tr>
<tr>
<td>DISP/ADMIN FEE</td>
<td>10.40</td>
<td>20.80</td>
<td>124.80</td>
</tr>
<tr>
<td></td>
<td>55.06</td>
<td>110.10</td>
<td>660.60</td>
</tr>
</tbody>
</table>

2. The remaining terms and conditions of the Waste Hauling Contract unaffected by this Amendment are hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first set forth above.

Village: Village of Brookfield

Contractor: Groot Industries, Inc.

By: ________________________  By: ________________________

Kit P. Ketchmark, Village President  President

ATTEST:

By: ________________________  By: ________________________

Brigid Weber, Village Clerk  Secretary
Morning Mr. Cooper,

There will be a 3% increase effective January 1, 2019. You can expect a letter outlining this increase to arrive soon. I will also follow up with a scanned copy via email.

Let me know if you have any additional questions.

Josh Molnar  
Municipal Manager

847.734.6440 x6285  
www.groot.com

From: Doug Cooper [mailto:dcooper@brookfieldil.gov]  
Sent: Friday, December 07, 2018 8:48 AM  
To: Josh Molnar  
Cc: Tim Wiberg  
Subject: Groot Rate Increase

Hello Mr. Molnar:

The agreement with Groot for residential waste service allows for a 3% increase effective January 1, 2019.

We have not received notice of this increase as of today, and I was wondering if a rate increase was going to be implemented by Groot in 2019.

Can you let me know?

Thanks, Doug.
RESOLUTION NO. R-2013 - 924

A RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO
THE CONTRACT FOR ONE- AND TWO-FAMILY UNITS OF BROOKFIELD
RESIDENTIAL COLLECTION AND TRANSPORTATION OF MUNICIPAL WASTE
BETWEEN GROOT INDUSTRIES, INC. AND THE
VILLAGE OF BROOKFIELD, ILLINOIS

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 28TH DAY OF OCTOBER 2013

Published in Pamphlet Form by
Authority of the Corporate
Authorities of the Village of
Brookfield, Illinois, this
28th day of October 2013
RESOLUTION NO. R-2013- 024

A RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE CONTRACT FOR ONE- AND TWO-FAMILY UNITS OF BROOKFIELD RESIDENTIAL COLLECTION AND TRANSPORTATION OF MUNICIPAL WASTE BETWEEN GROOT INDUSTRIES, INC., AND THE VILLAGE OF BROOKFIELD, ILLINOIS

WHEREAS, the Illinois Municipal Code (65 ILCS 5/11-19-1), authorizes the corporate authorities to enter into exclusive contracts for more than one year and not exceeding 30 years for the collection and hauling of garbage, refuse and waste;

WHEREAS, Section 13-3 of the Code of Ordinances, Village of Brookfield, Illinois, provides that the rates for collection of general refuse, yard waste and recyclable materials from residential units be established at any given time by contract entered into by the Village and any qualified contractor;

WHEREAS, the Village of Brookfield (the "Village") and Groot Industries, Inc. (the "Contractor") have entered into a Contract for One- and Two-Family Units of Brookfield Residential Collection and Transportation of Municipal Waste effective as of August 1, 2009, and an Amendment to the Contract for One- and Two-Family Units of Brookfield Residential Collection and Transportation of Municipal Waste, (hereinafter referred to as the "Waste Hauling Contract") granting the Contractor the exclusive privilege and franchise for the collection and transport of residential solid waste, and the collection, transport and processing of recyclable materials and disposal of landscape waste from residential single-family and two-family dwelling units; and

WHEREAS, the Village and the Contractor desire to modify the term, rates for collection of general refuse, yard waste and recyclable materials, and other terms of the Waste Hauling Contract;
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 it is advisable, necessary and in the public interest that the Village of Brookfield enter into a Second Amendment to the Waste Hauling Contract with Groot Industries, Inc. modifying the term, rates charged to residents, and other terms of the Waste Hauling Contract.

Section 2: 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 Second Amendment to the Contract for One- and Two-Family Units of Brookfield Residential Collection and Transportation of Municipal Waste between Groot Industries, Inc. and the Village of Brookfield, Illinois, which amendment is attached hereto as Exhibit “A.”

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]
Section 3: This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 28th day of October 2013, pursuant to a roll call vote as follows:

AYES: Trustees Evans, Garvey, Gilhooley, Hall, Oberhauser and Ryan

NAYS: None

ABSENT: None

AESTENTION: None

APPROVED by me this 28th day of October 2013.

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

ATTESTED and filed in my office and published in pamphlet form this 28th day of October 2013.

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

SECOND AMENDMENT TO THE CONTRACT FOR ONE- AND TWO-FAMILY UNITS OF BROOKFIELD RESIDENTIAL COLLECTION AND TRANSPORTATION OF MUNICIPAL WASTE BETWEEN GROOT INDUSTRIES, INC. AND THE VILLAGE OF BROOKFIELD, ILLINOIS
SECOND AMENDMENT TO THE CONTRACT
FOR THE COLLECTION AND TRANSPORTATION
OF MUNICIPAL SOLID WASTE FROM
ONE- AND TWO-FAMILY RESIDENTIAL UNITS

This Amendment (the “Second Amendment”) to the Contract for One- and Two-Family Units of Brookfield Residential Collection and Transportation of Municipal Waste made the 27th day of July 2009 (the “Agreement”) as amended by the Amendment to the Contract for One- and Two-Family Units of Brookfield Residential Collection and Transportation of Municipal Solid Waste made the 12th day of July 2010 (the “First Amendment”) is made and entered into as of the 28th day of October 2013, by and between Groot Industries, Inc. (the “Contractor”) authorized to do business in the State of Illinois (hereinafter referred to as (“Contractor”) and the Village of Brookfield (the “Village”).

WHEREAS, the Illinois General Assembly has expressly authorized the exercise of the powers herein, pursuant to the Illinois Municipal Code (65 ILCS 5/11-19-1), which provided that corporate authorities may make contracts for more than one year and not exceeding 30 years for the collection and final disposal of garbage, refuse and ashes; and

WHEREAS, the Village has arranged for the disposal of its municipal solid waste through the West Cook Solid Waste Agency, separate from the services rendered by the Contractor;

WHEREAS, the Contractor and the Village desire to extend the term of the Agreement, but also desire to amend other terms of the Agreement to be effective on August 1, 2014; and

WHEREAS, the Village and the Contractor are agreeable to the terms of the Second Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and amendments herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Subsection B of Section III entitled “General” of the Agreement is hereby amended to read as follows:

The Village has hereby exercised its option to extend the initial term of the Agreement. The extended term of the Agreement shall commence on August 1, 2014, and end on July 31, 2019. The Village shall have the option to further extend the term of the Agreement for an additional five (5) years beginning July 31, 2019. The terms of future extensions beyond July 31, 2019, will be mutually agreed upon by both the Village and the Contractor.

2. Service Levels: All services and collection routing will remain unchanged as outlined in Article IV, Residential Collection Services section of the Agreement.
3. Overage Refuse Sticker: Residents placing refuse outside of their respective cart are required to place one (1) prepaid sticker on each can and/or bag of refuse.

4. Subsection A.1 of Section IX entitled, “Cost of Residential Service and Adjustments” is hereby amended to read as follows:

A. Modified Volume-Based Municipal Solid Waste Service:

1. The Village shall pay the Contractor for services hereunder on a monthly basis. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

   a. The cost of collection and transportation of Municipal Solid Waste and Recycling required under this Second Amendment shall be as follows per unit per month effective August 1, 2014.

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
<th>Unit Count As of January 1, 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>65 Gallon Collection Cart Refuse/Recycle</td>
<td>$15.05/unit</td>
<td>6121</td>
</tr>
<tr>
<td>Refuse Overage Sticker</td>
<td>$2.25/sticker</td>
<td></td>
</tr>
<tr>
<td>Yard Waste Collection</td>
<td>$3.57/unit</td>
<td>6121</td>
</tr>
</tbody>
</table>

5. Subsection B entitled “Rate Adjustments” of Section IX entitled “Cost of Residential Service and Adjustments” is hereby amended to read as follows:

Rate Freeze: The collection and transportation rates for Municipal Solid Waste and Recycling under this Second Amendment shall not increase until January 1, 2015. The rate freeze applies to refuse, recycling and yard waste collection, and the fall leaf transportation rate. Beginning January 1, 2015, the collection and transportation rates will increase with an annual scheduled formula of three percent (3%). The refuse overage sticker shall remain fixed for an additional twelve (12) months and shall increase by ten cents ($0.10) per sticker on an annual basis beginning January 1, 2016.

6. Brochure: The Contractor shall provide a brochure in 2015 to each residential household in the Village. The brochure will highlight all of the Village’s solid waste collection services.

7. Effectiveness of Amendment: All terms and conditions of the Agreement and the First Amendment shall remain in full force and effect, except as specifically modified by this Second Amendment. In the event of a conflict between the terms and conditions of the Agreement or the First Amendment with those of this Second Amendment, the terms and conditions of this Second Amendment shall supersede and control the terms and conditions of
the Agreement or the First Amendment existing prior to this Second Amendment and shall continue in force until July 31, 2019.

IN WITNESS HEREOF, the parties hereto have duly executed this Second Amendment the days and dates hereinafter set forth.

Dated this 28th day of October, 2013

VILLAGE OF BROOKFIELD

BY: ____________________________
   Kit P. Ketchmark
   Village President

(SEAL)

ATTEST:

BY: Catherine Colgrass-Edwards
    Catherine Colgrass-Edwards
    Village Clerk

Dated this 23rd day of October, 2013

GROOT INDUSTRIES, INC.

BY: ____________________________
    Larry Groot
    President

(SEAL)

ATTEST:

BY: ____________________________
    Lee Brandsma
    Chief Executive Officer
Request For Board Action

REFERRED TO BOARD: December 10, 2018

AGENDA ITEM NO: 10

ORIGINATING DEPARTMENT: Community & Economic Development Department (CEDD)

SUBJECT: Consideration of an Ordinance to Authorize Zoning Variances for 3704 Grand Boulevard, Pursuant to PZC Case 18-13.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
RMG Realty Group, represented by Michael Gatto, requests zoning variances from the Zoning Code for the site located at 3704 Grand Boulevard. If the Village Board approves the variances, RMG Realty Group will pursue a project to construct a mixed-use building with ground level retail and residential apartments, as shown below.

Proposed Use
The proposed use would replace an older commercial building that is partially vacant. Please refer to the photograph below of the existing building.

The Planning and Zoning Commission met to review the Staff Report, application, and testimony, with a public hearing conducted on October 25 and November 15, 2018. The PZC voted unanimously to recommend approval of the variations to the Village Board of Trustees.

The Staff Report indicated that the project with the variations would be consistent with Village strategy as outlined in the new Comprehensive Plan. This includes the Comprehensive Plan goals to:

(a) “Increase density around the Downtown Brookfield Metra station to create a great walkable restaurant and retail destination”;
(b) secure “Increased residential/retail development (which) would improve local business customer base” (page 179 of the Comprehensive Plan); and
(c) fulfill Comprehensive Plan objectives to further Zoning Modernization-supportive projects.
Summary of Proposal. The Village Board recently approved the applicant’s request for a change in the the Village of Brookfield zoning map, regulated in Chapter 62-Zoning of the Code of Ordinances, Village of Brookfield, Illinois. The entire property (shown below) is now in the SA 4a district.

Project Site – Cook County GIS View

The applicant seeks 3 variances as noted in the table below. This would facilitate the developer’s plans to construct a 3-story mixed use building with ground level retail and residential. The 2nd and 3rd story would be residential only. In total, this project would result in 11 residential units and 1 leasable space (not to exceed 2,750 square feet) for commercial/retail located on the ground floor. Additionally, the applicant indicated he would comply with any requirements to connect to the Village’s storm sewer system, as part of the building permit process.

Summary of Variations

<table>
<thead>
<tr>
<th>Variation Sought</th>
<th>Village Code</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Setback – 0 feet</td>
<td>5 feet</td>
<td>5 feet</td>
</tr>
<tr>
<td>Side Setback – 0 feet</td>
<td>5 feet</td>
<td>5 feet</td>
</tr>
<tr>
<td>Additional Semi-Pervious Coverage: 40%</td>
<td>20%</td>
<td>20%</td>
</tr>
</tbody>
</table>

FINANCIAL IMPACT:
No budgetary impact. If approved and redeveloped, property tax revenue is projected to increase relative to the current use.

DOCUMENTS ATTACHED:
- Exhibit 1: Draft Ordinance 2018-93
- Exhibit 2: PZC Staff Report
- Exhibit 3: Planning & Zoning Commission (PZC) Application

RECOMMENDED MOTION:
Motion to approve Ordinance 2018-93 to approve and authorize variances for the property located at 3704 Grand Boulevard in the Village of Brookfield, Illinois
ORDINANCE NO. 2018 - 93

AN ORDINANCE TO APPROVE AND AUTHORIZE ZONING VARIATIONS FOR THE PROPERTY LOCATED AT 3704 GRAND BOULEVARD IN THE VILLAGE OF BROOKFIELD, ILLINOIS

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES THE 10th DAY OF DECEMBER 2018

Published in pamphlet form by Authority of the Corporate Authorities of Brookfield, Illinois the 10th day of December 2018.
ORDINANCE NO. 2018 - 93

AN ORDINANCE TO APPROVE AND AUTHORIZE ZONING VARIATIONS FOR THE PROPERTY LOCATED AT 3704 GRAND BOULEVARD IN THE VILLAGE OF BROOKFIELD, ILLINOIS

WHEREAS, pursuant to Division 13 of the Illinois Municipal Code (65 Illinois Compiled Statutes 5/11-13-1, et seq.), and pursuant to the applicable provisions of Chapter 62 entitled “Zoning” of the Code of Ordinances of Brookfield, Illinois, the purchaser of the property commonly known as 3704 Grand Boulevard, Brookfield, Illinois, which property is legally described in Exhibit “A” attached hereto and made a part hereof (the “Property”) has authorized RMG Realty Group (the “Applicant”) to file and the Applicant has filed a Zoning Variance Application requesting zoning variations as identified in Exhibit B (the “Variations”);

WHEREAS, the Property is presently located in the SA 4a General Mix District; the properties immediately to the north, east and south of the Property are located in the SA 4a District and the properties to the west of the Property are located in the A-1 Single-Family Residential District;

WHEREAS, after due public notice having been made by the Applicant in conformity with requirements of Chapter 62 entitled “Zoning” of the Code of Ordinances of Brookfield, Illinois, a public hearing was held on the Zoning Variance Application on October 25, 2018 at 7:00 p.m. and November 15, 2018, at 7:00 p.m. before the Village of Brookfield Planning and Zoning Commission, at which time the Planning and Zoning Commission reviewed all relevant staff reports, all required Zoning Variance Application materials, took sworn testimony and accepted evidence pertaining to the Zoning Variance Application for consideration of the requested Variations, and all persons who desired to be heard on the matter were heard;

WHEREAS, the Planning and Zoning Commission, having duly considered the question of approval of the Variations, have caused a written report of their determination and recommendation approving said Variations to be submitted to the President and Board of
Trustees (the “Corporate Authorities”) of the Village of Brookfield, Illinois (the “Village”) and which is attached hereto as Exhibit “C”;

WHEREAS, based on the evidence presented at the hearing, the Village of Brookfield Planning and Zoning Commission made the following findings of fact, which are summarized as follows:

1. The hardship, which is the basis for the Variations, is derived from difficulties pertaining to the property itself which prevent full use of the property to the same extent other properties in close proximity within the same zoning district can be used. In particular, the property itself is not a normal rectangular shape. Rather, the subject property is an unusually shaped triangular parcel due to proximity to the Grand/Sunnyside intersection. Grand Boulevard runs southeast to northwest at an angle and intersects with the north/south Sunnyside Street – creating a narrow parcel at the intersection and the adjacent parcels (including the subject property). The shallow lot depth constricts future re-use of the site;

2. The hardship which is the basis for the Variations is not self-created because the existing lot is to be purchased as is, with limited depth. The lots were not reduced in width or square footage by unpermitted acts of prior owners. The requested variations are the result of the street layout and consequent shape of the subject property;

3. There is no means other than the requested Variations 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, 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 a mixed-use structure with the requested Variations granted, but that otherwise conform to the surrounding area;

4. The Variations sought will not impair an adequate supply of light or air to adjacent property because the proposed project would conform to other Village requirements in the Zoning Modernization code. Additionally, it would be below the maximum height requirement per the code. As such, it would allow a significantly greater amount of light and air supply than if the developer were to pursue the maximum height (5.5 stories);

5. The Variations sought will not unreasonably diminish the values of adjacent property because the construction of the proposed building on the Property makes the adjacent property more desirable and will cause the values of the adjacent property to increase; It is expected that a new structure, built to modern building code and Zoning Modernization standards, would be beneficial to the block and the Village overall;

6. The Variations sought will not unreasonably increase congestion in the public streets or otherwise endanger public safety. First, the addition of a 2nd and 3rd story is not an unreasonable increase. Secondly, in accordance with Zoning Modernization goals, the walkability of the site would encourage alternative modes of transportation and lessen dependence on automobiles. Third, the applicant intends to and is required to provide for
sufficient parking per the Zoning Code. Lastly, having more visibility ("eyes on the street") would strengthen public safety;

7. The requested Variations are in harmony with the general purpose and intent of Chapter 62 entitled "Zoning" of the Code of Ordinances of Brookfield, Illinois, because the ensuing project would:

- maintain the harmony of neighborhood and improve its health, safety, and welfare;
- further the general intent of the Zoning Modernization provisions (see Section 62-215) to "provide for mixed-use development that encourages a high level of activity through the day and into the evening"; and
- "support the core with offices and residential uses at the edges of the core area" while providing complementary use to the adjacent SA 1 street wall, contributing to a vibrant downtown.

Additionally, it implements Comprehensive Plan goals for the downtown as noted in subsection 9 below.

8. Granting the Variations will not alter the character of the neighborhood because the area in the vicinity of the Grand/Sunnyside intersection is and would remain a transitional area, and would continue to reflect a mix of residential and commercial uses;

9. Granting the Variations will not conflict with the Comprehensive Plan, because it advances Comprehensive Plan goals to (a) "Increase density around the Downtown Brookfield Metra station to create a great walkable restaurant and retail destination", (b) secure "Increased residential/retail development (which) would improve local business customer base" (page 179 of the Comprehensive Plan) and (c) fulfill Comprehensive Plan objectives to further Zoning Modernization-supportive projects; and

10. Granting the Variations will not change the permitted use of the property because the Property is located within the SA 4a General Mix District, and the proposed mixed use is expressly allowed in this district.

WHEREAS, the following standards have been met and proved by the Applicant:

1. The hardship alleged as the basis for the Variations is derived from difficulties pertaining to the Property itself, which prevent full use of the Property to the same extent other properties in close proximity within the same zoning district can be used;

2. The hardship alleged as the basis for the Variations is neither self-created or self-imposed by the Applicant or its agent nor by unauthorized and unpermitted acts of any prior owner;

3. There is no means other than the requested Variations by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the property;

4. The Variations sought will not impair an adequate supply of light or air to adjacent property;
5. The Variations sought will not unreasonably diminish the values of adjacent property;

6. The Variations sought will not unreasonably increase congestion in the public streets or otherwise endanger public safety; and

7. The Variations are in harmony with the general purpose and intent of Chapter 62 entitled “Zoning” of the Code of Ordinances of Brookfield, Illinois.

WHEREAS, in accordance with the aforesaid laws and ordinances, the Village Planning and Zoning Commission, after making the foregoing findings of fact, recommended approval of the requested Variations; and

WHEREAS, the Corporate Authorities find that the physical limitations of the Applicant’s Property present certain practical difficulties and particular hardships for the Applicant resulting from the application of the strict letter of Chapter 62 entitled “Zoning” of the Code of Ordinances of Brookfield, Illinois, to the Property; that all requisite conditions for the approval of the requested Variations of Section 62 of the Code of Ordinances of Brookfield, Illinois, at the Property have been met by the Applicant; that the standards for the granting of the Variations have been met and proved by the Applicant and that it is in the best interests of the Village that the Variations be approved, subject to the conditions set forth in this ordinance;

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

Section 1. Recitals. The Corporate Authorities hereby incorporate the foregoing preamble clauses into this ordinance and adopt and make the determinations as hereinabove set forth.

Section 2. Findings. The Corporate Authorities hereby adopt and make the findings of fact found by the Planning and Zoning Commission.

Section 4. Time Limitation for the Variations. Subject to an extension of time being granted by the Corporate Authorities, the Variations granted by this ordinance must be exercised within six (6) months after the effective date of the ordinance granting such Variations without any further action by the village. Upon written request prior to the end of the six (6)-month life for the Variations and the offering by the Applicant to the Corporate Authorities, the Corporate Authorities by simple majority vote of the board members present at a regular village board meeting may extend the life of the Variations by an additional six (6) months. No more than two (2) such extensions shall be granted by the Corporate Authorities. Changes to any codes or ordinances made effective after the original granting of the Variations by the village, other than to Chapter 62 entitled “Zoning” of the Code of Ordinances of Brookfield, Illinois, shall be binding upon any construction undertaken after the original six (6) month period.

Section 5. Other Limitations for the Variations. Within the time limitation defined in Section 4 herein for exercising the Variations, the Applicant must submit a plat of consolidation and proposed semi-pervious solution as part of the Department of Community & Economic Development building permit review. Said semi-pervious solution would document (a) that a specific semi-pervious surface or material such as a “green roof” would be utilized, (b) that the surface or material can meet the Brookfield Code of Ordinances Chapter 62, Section 62-215 standard for 40% absorption of water into the semi-pervious material, and (c) a maintenance plan stating how the 40% absorption standard would be maintained over time. If a green roof technology is used, the documentation submitted as part of the department’s building permit review would reference that it follows best practices in accordance with national or regional associations (e.g., the U.S. Green Building Council, American Society of Landscape Architects).

Section 5: Severability. If any provisions or portion of this ordinance or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions or portions of this ordinance; and, to that end, all provisions and portions of this Ordinance are declared to be severable.
Section 6. Incorporation of Exhibits. All exhibits attached to this ordinance are hereby incorporated herein and made a part of the substance hereof.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]
Section 7. Effective Date. This ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 10th day of December 2018 pursuant to a roll call vote as follows:

AYES: _________________________________

NAYS: _________________________________

ABSENT: _______________________________

ABSTENTION: __________________________

APPROVED by me this 10th day of December 2018.

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

ATTESTED and filed in my office, and published in pamphlet form this 10th day of December 2018.

Brigid Weber, Clerk of the Village
of Brookfield, Cook County, Illinois
Exhibit “A”

LEGAL DESCRIPTION OF THE PROPERTY

Legal Description: Lots 4, 5, 6, 7 and 8 in block 19 in Grossdale, a subdivision of the southeast 
¼ of Section 34, Township 39, Range 12 East of the Third Principal Meridian, situated in the 
Village of Brookfield, in Cook County, Illinois.

P.I.N.: 15-34-420-002, 003, 004 and 026

Commonly known as 3704 Grand Boulevard, Brookfield, Illinois
Exhibit “B”

SUMMARY OF ZONING VARIATIONS

<table>
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<tr>
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</tr>
<tr>
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<td>20%</td>
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</tr>
</tbody>
</table>
DETERMINATION AND RECOMMENDATION OF THE
PLANNING AND ZONING COMMISSION

From: Village of Brookfield Planning and Zoning Commission
To: President and Board of Trustees of the Village of Brookfield, Illinois
Applicant: RMG Realty Group.
Re: PZC Case 18-13 – 3704 Grand Boulevard

Zoning Variance Application requesting the Variations as defined in Table 1 below (the “Variations”) to permit the construction of a mixed used building containing eleven (11) apartments and commercial space not to exceed 2,750 square feet in a SA 4a General Mix District on the property commonly known as 3704 Grand Boulevard, Brookfield, Illinois (the “Mixed Use Building”).

Due public notice was made by the Applicant in conformity with requirements of Chapter 62 entitled “Zoning” of the Code of Ordinances of Brookfield, Illinois. A public hearing was held on the Applicant’s Zoning Variance Application on October 25 and November 15, 2018, at 7:00 p.m. before the Village of Brookfield Planning and Zoning Commission, at which time the Planning and Zoning Commission reviewed all relevant staff reports, all required Zoning Variance Application materials, took sworn testimony and accepted evidence pertaining to the Zoning Variance Application for consideration of the requested zoning variations, and all persons who desired to be heard on the matter were heard.

The Applicant requested the following Variations as defined in Table 1 herein:

“Table 1”

<table>
<thead>
<tr>
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<td>20%</td>
</tr>
</tbody>
</table>
The Planning and Zoning Commission, having duly considered the question of approval of the Variations of Section 62 of the Code of Ordinances of Brookfield, Illinois, to permit the construction of the Mixed Used Building, based on the evidence presented at the hearing, the Planning and Zoning Commission makes the following findings of fact, which are summarized as follows:

1. The hardship, which is the basis for the Variations, is derived from difficulties pertaining to the property itself which prevent full use of the property to the same extent other properties in close proximity within the same zoning district can be used. In particular, the property itself is not a normal rectangular shape. Rather, the subject property is an unusually shaped triangular parcel due to proximity to the Grand/Sunnyside intersection. Grand Boulevard runs southeast to northwest at an angle and intersects with the north/south Sunnyside Street – creating a narrow parcel at the intersection and the adjacent parcels (including the subject property). The shallow lot depth constricts future re-use of the site;

2. The hardship which is the basis for the Variations is not self-created because the existing lot is to be purchased as is, with limited depth. The lots were not reduced in width or square footage by unpermitted acts of prior owners. The requested variations are the result of the street layout and consequent shape of the subject property;

3. There is no means other than the requested Variations 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, 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 a mixed-use structure with the requested Variations granted, but that otherwise conform to the surrounding area;

4. The Variations sought will not impair an adequate supply of light or air to adjacent property because the proposed project would conform to other Village requirements in the Zoning Modernization code. Additionally, it would be below the maximum height requirement per the code. As such, it would allow a significantly greater amount of light and air supply than if the developer were to pursue the maximum height (5.5 stories);

5. The Variations sought will not unreasonably diminish the values of adjacent property because the construction of the proposed building on the Property makes the adjacent property more desirable and will cause the values of the adjacent property to increase; It is expected that a new structure, built to modern building code and Zoning Modernization standards, would be beneficial to the block and the Village overall;

6. The Variations sought will not unreasonably increase congestion in the public streets or otherwise endanger public safety. First, the addition of a 2nd and 3rd story is not an unreasonable increase. Secondly, in accordance with Zoning Modernization goals, the walkability of the site would encourage alternative modes of transportation and lessen dependence on automobiles. Third, the applicant intends to and is required to provide for
sufficient parking per the Zoning Code. Lastly, having more visibility ("eyes on the street") would strengthen public safety;

7. The requested Variations are in harmony with the general purpose and intent of Chapter 62 entitled “Zoning” of the Code of Ordinances of Brookfield, Illinois, because the ensuing project would:

- maintain the harmony of neighborhood and improve its health, safety, and welfare;
- further the general intent of the Zoning Modernization provisions (see Section 62-215) to "provide for mixed-use development that encourages a high level of activity through the day and into the evening"; and
- "support the core with offices and residential uses at the edges of the core area" while providing complementary use to the adjacent SA 1 street wall, contributing to a vibrant downtown.

Additionally, it implements Comprehensive Plan goals for the downtown as noted in subsection 9 below.

8. Granting the Variations will not alter the character of the neighborhood because the area in the vicinity of the Grand/Sunnyside intersection is and would remain a transitional area, and would continue to reflect a mix of residential and commercial uses;

9. Granting the Variations will not conflict with the Comprehensive Plan, because it advances Comprehensive Plan goals to (a) “Increase density around the Downtown Brookfield Metra station to create a great walkable restaurant and retail destination”, (b) secure “Increased residential/retail development (which) would improve local business customer base” (page 179 of the Comprehensive Plan) and (c) fulfill Comprehensive Plan objectives to further Zoning Modernization-supportive projects; and

10. Granting the Variations will not change the permitted use of the property because the Property is located within the SA 4a General Mix District, and the proposed mixed use is expressly allowed in this district.

The Planning and Zoning Commission finds that the following standards have been met and proved by the Applicant:

1. The hardship alleged as the basis for the Variations is derived from difficulties pertaining to the property itself, which prevent full use of the property to the same extent other properties in close proximity within the same zoning district can be used;

2. The hardship alleged as the basis for the Variations is neither self-created or self-imposed by the Applicant or its agent nor by unauthorized and unpermitted acts of any prior owner;

3. There is no means other than the requested Variations by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the property;

4. The Variations sought will not impair an adequate supply of light or air to adjacent property;
5. The Variations sought will not unreasonably diminish the values of adjacent property;

6. The Variations sought will not unreasonably increase congestion in the public streets or otherwise endanger public safety; and

7. The Variations are in harmony with the general purpose and intent of Chapter 62 entitled “Zoning” of the Code of Ordinances of Brookfield, Illinois.

The Village Planning and Zoning Commission, after making the foregoing findings of fact, recommended approval of the requested Variations.
Village of Brookfield
Planning and Zoning Commission
Staff Report

TO: Village of Brookfield Planning and Zoning Commission
HEARING DATE: October 25, 2018 (continued to November 15, 2018)
FROM: Village of Brookfield Community and Economic Development Department (CEDD)
PREPARED BY: Nicholas Greifer, Director of Community & Economic Development

TITLE
PZC 18-13 – 3704 Grand: The applicant is seeking certain variations for the property located on Grand Boulevard in downtown Brookfield, Illinois.

GENERAL INFORMATION
APPLICANT: Michael Gatto
RMG Realty Group
1805 Midwest Club
Oak Brook, IL 60523

APPLICATION/NOTICE: The application has been filed in conformance with applicable procedural and public notice requirements.

PROPERTY INFORMATION
EXISTING ZONING: SA 4a-General Mix and SA 5-Residential Mix*
EXISTING LAND USE: Commercial
PINs: 15-34-420-002, 003, 004 and 026
SURROUNDING ZONING AND LAND USES:
  North: SA 4a Commercial
  South: SA 5 Residential (Existing Non-Conforming)
  East: SA 4a Multi-Family Residential
  West: A-1 Single Family Residential District; Single Family Home

*Subject to change by the Village Board 11/12/18
ANALYSIS

SUBMITTALS
This report is based on the following documents, which are on file with the Community and Economic Development Department:

1. Application for variations requesting a public hearing;
2. Certification of Legal Notice published October 10, 2018 in the Riverside Brookfield Landmark;
3. Plat of Survey;
4. Preliminary Site Plan; and
5. Proposed Elevations.

DESCRIPTION
The applicant requests three variations from Chapter 62-Zoning as described in Exhibit 1 below.

<table>
<thead>
<tr>
<th>Variation Sought</th>
<th>Village Code</th>
<th>Difference</th>
</tr>
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<tbody>
<tr>
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</tr>
</tbody>
</table>

PUBLIC COMMENT
No public comment has been received as of November 9, 2018, the point in time when data for this report was compiled.

ZONING
As of the time of this writing, the property adjacent to Grand Boulevard was in the SA 4a district (in Exhibit 2 below, this is PIN 15-34-420-026 and located in the blue color-coded portion in the zoning map excerpt) and the property to the rear, adjacent to Sunnyside Avenue, was in the SA 5 district (PINs 15-34-420-002, -003 and -004). Going forward, assuming a map amendment is approved by the Village Board pursuant to a separate application, the lot would change to SA 4a-General Mix exclusively. Accordingly, the variations are based upon the SA 4a standards.

The applicant seeks the variances as defined in Exhibit 1. If these entitlements are authorized, the applicant would pursue a new, 3-story mixed-use building with retail and service uses on the first floor. The 2nd and 3rd story would be residential only. In total, this project would result in 11 residential units and 1 leasable space for commercial/retail located on the ground floor.

Before the 2017 ordinance was adopted to create the Station Area districts pursuant to the Village’s “Zoning Modernization” initiative, the entire area was classified as C-3 Commercial, including the parcels fronting Sunnyside.
Please refer to Exhibit 3 below for a description of the intent and description of the current zoning.

**Exhibit 3**

<table>
<thead>
<tr>
<th>District</th>
<th>Intent</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>SA 4a</td>
<td><em>Intent.</em> The SA 4 District is a transitional district, intended to support the core with offices and residential uses at the edges of the core area and within the neighborhood station areas.</td>
<td><em>Description.</em> The SA 4 District is a mid-scale district that supports a mix of building heights: in SA 4a, heights range from 2 to 6 stories; in SA 4b, heights range from 1 to 3 stories. The form of this area remains pedestrian-centered but allows for a looser mix of uses, including residential and office on the ground floor, and a variety of building forms.</td>
</tr>
<tr>
<td>SA 5</td>
<td><em>Intent.</em> The SA 5 District is intended to allow for redevelopment of transit-supportive residential in the station areas, while respecting the scale of adjacent neighborhood residential.</td>
<td><em>Description.</em> The Residential Mix District is a low-scale mainly residential district of 2 to 6 stories within a mix of pedestrian-oriented building types, with parking located in the rear and entrances on the front facades.</td>
</tr>
</tbody>
</table>

**DISCUSSION**

As mentioned, the applicant requests three variations for the primary set-back and side/rear set-back and additional semi-pervious coverage. If approved, these variations would enable a three-story mixed use building to be constructed, with 11 residential units and one commercial/retail unit on the ground level.
Exhibit 4 below identifies the proposed project. This site is in central Brookfield, approximately 1 block north of the primary Metra station. For comparison, the existing use is shown in Exhibit 5. Exhibit 5 illustrates how the existing building is situated on the lot, with a 0 feet front setback.

Exhibit 4 – Proposed Use

*Refer to PZC Map Amendment application for more detail
Exhibit 5 – Existing Use
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 property itself is not a normal rectangular shape. As the applicant has stated, the subject property is an unusually shaped triangular parcel due to proximity to the Grand/Sunnyside intersection. Specifically, Grand Boulevard runs southeast to northwest at an angle and intersects with the north/south Sunnyside Street – creating a narrow parcel at the intersection (Brennan’s Spa) and the adjacent parcel (the subject property). The shallow lot depth constricts future re-use of the site.*

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 is to be purchased as is, with limited depth. The lots were not reduced in width or square footage by unpermitted acts of prior owners. The requested variations are the result of the street layout and consequent shape of the subject property.*

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, 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 a mixed use structure with the requested variations granted, but that otherwise 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 would conform to other Village requirements in the Zoning Modernization code. Additionally, it would be below the maximum height requirement per the code. As such, it would allow significant amount of light and air supply than if the developer were to pursue the maximum height (5.5 stories).

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. The proposed project is consistent in character and scale with the other structures (including other mixed use structures) on the block, taken as a whole. It is likely that, as the applicant has suggested, adjacent properties would be see higher property values as a result of a high-quality new construction home. It is likely that a new structure built to modern building code and Zoning Modernization standards would be beneficial to the block and the Village overall.

6. That the variation sought will not unreasonably increase congestion in the public streets or otherwise endanger public safety.

The previous use was commercial and the proposed use would combine commercial and residential apartment uses. However, the potential increased congestion would not be unreasonable, for several reasons. First, the addition of a 2nd and 3rd story is not an unreasonable increase. Secondly, in accordance with Zoning Modernization goals, the walkability of the site would encourage modes of transportation that are not automobile dependent. Third, the applicant intends to provide for sufficient parking per the Zoning Code requirements. In fact, the need to provide sufficient parking drives the need for the requested variances as much as the physical constraints referenced above. Lastly, having more “eyes on the street” would strengthen public safety.

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.
- further the general intent of the Zoning Modernization provisions (see Section 62-215) to “provide for mixed-use development that encourages a high level of activity through the day and into the evening”
- “support the core with offices and residential uses at the edges of the core area” while providing complementary use to the adjacent SA 1 street wall, contributing to a vibrant downtown.

Lastly, it implements Comprehensive Plan goals for the downtown, including Comprehensive Plan goal to (a) “Increase density around the Downtown Brookfield Metra station to create a great walkable restaurant and retail destination”, (b) secure “Increased residential/retail development (which) would improve local business customer base” (page 179 of the Comprehensive Plan) and (c) fulfill Comprehensive Plan objectives to further Zoning Modernization-supportive projects.

RECOMMENDATIONS
Based on the analysis above, staff believes that the request for variation meets the seven requirements for granting a variation. Chapter 62-Zoning Section 760 – Standards of Variation of the Village Code explains that all of the standards of variation must be met in order for the requested variance to be granted; therefore, staff recommends approval of the requested variances.

The Planning and Zoning Commission should review the application and staff report and hear testimony from the applicant and the public in order to deliberate on the Village’s standards of review for a variation. If the Planning and Zoning Commission agrees with Staff’s findings of fact, they may vote to adopt them as their own and recommend approval to the Village Board of Trustees. If the Planning and Zoning Commission does not agree with staff’s findings of fact or discovers in the public hearing findings of fact contrary to the staff report, the Commission should articulate those findings of fact and vote to adopt them as appropriate.
Applicant Information:

1. Name and Phone Number of contact person for application process
   RMG Realty Group 847-778-9676
   RMG Realty Group

2. Petitioner's Name
   1805 Midwest Club Oak Brook, IL 60523
   847-778-9676
   mike.barres@gmail.com

3. Petitioner's Address

4. Phone Number

5. Email Address

6. Fax Number

7. Owner of Record Name
   3704 Grand LLC

8. Owner of Record Address
   225 W. Washington Suite 1550 Chicago, IL

Property Information:

9. Common Street Address
   3704 Grand BLVD

10. Legal Description
    See Attached PLAT of Survey

11. Permanent Tax Index Number (PIN)
    15-34-4120-002-0004 & 15-34-4120-

12. When did the owner acquire the property?
    2002

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

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

15. If the property is a non-conforming use, please explain:
    
    
    
    
    
Page 1 of 3
Zoning Variance Application, continued

17. What is the Zoning Classification of the subject property? SA 4A & SAs

18. List the variance(s) you are requesting:
   
   (1) Section 62-214c.2 Variance requested to primary setback = 5' down to 0'
   
   (2) Section 62-214c.5 Variance requested to side and rear setbacks = 5' down to 0'
   
   (3) Section 62-216c.2 Variance requested to additional semi-pervious average = 20% to 40%

19. What is the proposed use of or improvement to the property? Mixed use

20. Is the building for (Check one): Personal Use [ ] Rental [X] Resale [ ]

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.

[Signature]

[Date: 3/30/18]

[Signature]

[Date]
Project Summary
3704 Grand Blvd

Proposed new construction of a mixed use development. The proposed development would include 2,750 sf of retail space and 11 units of rental apartments. The unit mix will consist of 3 one-bedroom apartments, and 8 two-bedroom apartments. The apartments will consist of high end finishes, gourmet kitchens, premium porcelain tiled bathrooms, luxury vinyl plank flooring, a second floor green terrace, and balconies. The exterior of the building will consist of brick on the first floor façade and hardy board lap siding for floors 2 and 3.

Total building square footage:

Total units: 11 apartments

Unit mix: 3 one-bedrooms and 8 two-bedrooms

On site parking and credits: 21 spaces (16 on site parking spaces; 2 spaces for bike rack credits; 3 spaces public parking lot credit)
1. The subject property is an odd shaped parcel due to the proximity of the intersection of Grand Blvd. and Sunnyside Ave. Additionally, Grand Blvd runs NW to SE on an angle, while Sunnyside Ave. runs N to S. The proximity to the intersection, as well as, the angle of the streets has created inefficiencies in the parcels that are best overcome by reducing the set back requirements as requested to create a mixed use development.

2. The Petitioner did not cause the hardship to the property. A combination of the street layout, and shape of the property that has created this hardship.

3. The remedy listed here is the most efficient and expedient way the Petitioner will be able to achieve both the goals of the Village and create a buildable development opportunity.

4. The variation sought will not impair the supply of light or air to the adjacent properties. The current property is zoned to build up to 5.5 stories and the Petitioner is only seeking to build a 3 stories, allowing a significantly larger amount of light and air supply than if maximized.

5. The proposed development will not diminish the adjacent property values. It is of the opinion of the Petitioner that this project as a whole will create value to the community in the form of increased property values; increased village revenue in the form of incremental property tax generation, business licensing fees and permit fees; and, an attraction of other developers to the area.

6. The variance will not unreasonably increase congestion in the public streets.

7. The variation is the most efficient way to meet the goals of the Village based on the ideals listed in both the comp plan, discussions with village officials, and the spirit with which the Zoning Modernization was drafted.
LOTS 4, 5, 6, 7 AND 8 IN BLOCK 19 IN GROSSDALE, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN THE VILLAGE OF BROOKFIELD, IN COOK COUNTY, ILLINOIS.
Request for Board Action

REFERRED TO BOARD: December 10, 2018
AGENDA ITEM NO: 11

ORIGINATING DEPARTMENT: Village Manager’s Office

SUBJECT: Consideration of a Resolution Approving a Local Public Agency Agreement for Federal Participation and a Design Engineering Agreement for the Prairie and Congress Park Train Station Bike Shelter Projects

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In October, 2017 the Village was notified that it secured Federal funding from the Congestion Mitigation and Air Quality (CMAQ) Program for the construction of covered bicycle racks at the downtown Brookfield and Congress Park Metra stations. The total anticipated project cost is $277,130 and the Village will be responsible for 15% of the project cost, or $41,569. The Illinois Department of Transportation (IDOT) and the Regional Transportation Agency (RTA) are also funding portions of the project.

In order to utilize this grant funding, IDOT requires the Village Board approve Local Public Agency Agreements for Federal Participation for each phase of the project.

FINANCIAL IMPACT:

$41,569 will be the Village’s share of the project cost.

DOCUMENTS ATTACHED:

1. The subject Resolution
2. The Local Public Agency Agreement for Federal Participation
3. The Design Engineering Agreement

RECOMMENDED MOTION:

Move to approve a Resolution approving the subject Agreements
VILLAGE OF BROOKFIELD
RESOLUTION 2018-1195

A RESOLUTION APPROVING THE LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION AND A DESIGN ENGINEERING AGREEMENT FOR THE PRAIRIE AND CONGRESS PARK TRAIN STATION BIKE SHELTERS PROJECT

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS 10th DAY OF DECEMBER, 2018
VILLAGE OF BROOKFIELD
RESOLUTION 2018- 1195

A RESOLUTION APPROVING THE LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION AND A DESIGN ENGINEERING AGREEMENT FOR THE PRAIRIE AND CONGRESS PARK TRAIN STATION BIKE SHELTERS PROJECT

WHEREAS, in October, 2017 the Village received notice that it had received a grant through the Congestion Mitigation and Air Quality Program (CMAQ) for the construction of covered bike shelters at the Prairie and Congress Park Metra Train stations; and

WHEREAS, The Village Board of Brookfield has expressed support for alternative means of transportation and for public transportation; and

WHEREAS, The Bicycle Shelter Project will be funded through a variety of sources including CMAQ, the Illinois Department of Transportation, the Regional Transportation Agency, and the Village of Brookfield; and

WHEREAS, The Village of Brookfield has previously expressed a willingness to pay its 15% share of the overall project cost; and

WHEREAS, The Illinois Department of Transportation, as administrators of the grant, requires certain agreements be approved by the Village.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees that the Village of Brookfield endorses the Bicycle Shelter Project and approves the following Agreements:

1) Local Public Agency Agreement for Federal Participation for the Prairie and Congress Park Train Stations
2) Design Engineering Agreement for the Prairie and Congress Park Train Stations
ADOPTED this 10th day of December, 2018, pursuant to a roll call vote as follows:

APPROVED by me this 10th day of December, 2018

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

ATTESTED and filed in my office,  
this 10th day of December, 2018.

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

(SEAL)
This Agreement is made and entered into between the above local public agency, hereinafter referred to as the “LPA”, and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as “STATE”. The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE’s policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as “FHWA”.

Location

Local Name  Brookfield and Congress Park METRA stations  Route  N/A  Length  N/A
Termini  N/A

Current Jurisdiction  LPA  TIP Number  05-18-0002  Existing Structure No  N/A

Project Description

PE II design of covered bicycle parking facilities adjacent to the Brookfield METRA Station and the Congress Park METRA Station. Included is a concrete pad, bicycle racks, bike repair station and a shelter.

Division of Cost

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>CMAQ</th>
<th>%</th>
<th>LPA</th>
<th>%</th>
<th>Total</th>
</tr>
</thead>
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<td>Preliminary Engineering</td>
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<td>Materials</td>
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TOTAL $20,400 $5,100 $25,500

* Maximum FHWA (CMAQ) participation 80% not to exceed $20,400

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement. If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A—Lump Sum (80% of LPA Obligation) ________________
METHOD B—Monthly Payments of ________________ due by the ________________ of each successive month.
METHOD C—LPA’s Share Balance ________________ divided by estimated total cost multiplied by actual progress payment.

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

(1) To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, and the STATE and the FHWA, if required.

(2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.

(3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.

(4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.

(5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and the FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.

(6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.

(7) To maintain, for a minimum of 3 years after final project close-out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LPA agrees to cooperate fully with any audit conducted by the Auditor General and the STATE, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

(8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

(9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.

(10) (State Contracts Only) That the method of payment designated on page one will be as follows:

Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA’s estimated obligation incurred under this Agreement. The LPA will pay to the STATE the remainder of the LPA’s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

Method B - Monthly Payments. Upon award of the contract for this improvement, the LPA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LPA’s estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LPA’s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

Method C - Progress Payments. Upon receipt of the contractor’s first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA’s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become and payable from the STATE to LPA on this or any other contract. The STATE, at its sole option, upon notice to the LPA, may place the debt into the Illinois Comptroller’s Offset System (15 ICS 405/10.05) or take such other and further action as may be required to recover the debt.

(11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.

(12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal funds received under the terms of this Agreement.

(13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal Funds received under the terms of this Agreement.
(14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62784. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT’s District Bureau of Operations.

The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer’s Payment Estimates shall be in accordance with the Division of Cost on page one.

(15) And certifies to the best of its knowledge and belief its officials:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

(c) are not presently indicted for or otherwise criminal or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and

(d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.

(16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

(17) (State Contracts) That execution of this agreement constitutes the LPA’s concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

(18) That for agreements exceeding $100,000 in federal funds, execution of this Agreement constitutes the LPA’s certification that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions;

(c) The LPA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(19) To regulate parking and traffic in accordance with the approved project report.

(20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.

(21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

(22) To complete this phase of the project within three (3) years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed $1,000,000 (five years if the project costs exceed $1,000,000).

(23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 830.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.

To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

(24) The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

(25) The LPA shall provide the final report to the appropriate STATE district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

(26) (Single Audit Requirements) That if the LPA expends $750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPAs expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the STATE (denoted by an "X" in the State Contract field at the top of page 1) are not included in the LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

(27) That the LPA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/portal/public/SAM#/1.

The LPA is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: http://fedgov.dnb.com/webform.

THE STATE AGREES:

(1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Titles II and III requirements.

(2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.

(3) (Day Labor) To authorize the LPA to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

(4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
   (a) To reimburse the LPA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LPA;
   (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

(1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.

(2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.

(3) This Agreement shall be binding upon the parties, their successors and assigns.

(4) For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for
enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE’s USDOT approved Disadvantaged Business Enterprise Program.

(5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

(6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

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

Number 1 - Location Map
Number 2 - GATA

(Insert Addendum numbers and titles as applicable)

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

APPROVED

Local Public Agency

Kit Ketchmark
Name of Official (Print or Type Name)

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

(Signature) Date

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

DUNS Number 070234664

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary of Transportation Date

By:
Erin Aleman, Director of Planning & Programming Date

Erin Aleman, Director of Planning & Programming Date

Philip C. Kaufmann, Chief Counsel Date

Jeff Heck, Chief Fiscal Officer (CFO) Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.
Addendum No. 2

Grant Accountability and Transparency Act (GATA)

**Required Uniform Reporting**

The Grant Accountability and Transparency Act (30 ILCS 708), requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT’s BoBS 2832 form available on IDOT’s web page under the "Resources" tab.

Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee’s responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

**PLEASE NOTE:** Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), “Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports” if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: [https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx](https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx))
THIS AGREEMENT is made and entered into this day of __________, 2018 between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name: Brookfield and Congress Park METRA  
Route:  
Length: N/A  
Structure No.:

Termini: N/A

Description: Installation of covered bicycle parking facilities adjacent to the Brookfield METRA Station and the Congress Park METRA Station. Included is a concrete pad, bicycle racks, bike repair station and a shelter.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LPA for the proposed improvement herein described.

2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LPA or STATE.

3. To complete the services herein described within 120 calendar days from the date of the Notice to Proceed from the LPA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.

4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.

5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.

6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER’s errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.

7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER’s professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER’s responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.

8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.
9. The undersigned certifies neither the ENGINEER nor I have:
   a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
   b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
   c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
   d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
   e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
   f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
   g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.

11. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).

13. Scope of Services to be provided by the ENGINEER:
   - Make such detailed surveys as are necessary for the planning and design of the PROJECT.
   - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
   - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
   - Design and/or approve cofferdams and superstructure shop drawings.
   - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
   - Prepare the necessary environmental and planning documents including the Project Development Report or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
   - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
   - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
   - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LPA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
   - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
   - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
   - Furnish the LPA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
II. THE LPA AGREES,

1. To furnish the ENGINEER all presently available survey data and information

2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

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

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

Specific Rate  
- (Pay per element)

Lump Sum  

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

   - [ ] With Retainage

   a) For the first 50% of completed work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.

   b) After 50% of the work is completed, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.

   c) Final Payment – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

   - [x] Without Retainage

   a) For progressive payments – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.

   b) Final Payment – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient’s DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

5. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LPA of a written Notice to Proceed.

2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LPA or to the STATE, without restriction or limitation as to their use.
3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LPA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER’s possession and any such loss or damage shall be restored at the ENGINEER’s expense.

4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.

5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

6. The payment by the LPA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.

7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER’s work and shall indemnify and save harmless the LPA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

8. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER’s last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.

9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

a. Publishing a statement:

   (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or contractor’s workplace.

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

   (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

       (a) abide by the terms of the statement; and

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

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

   (1) The dangers of drug abuse in the workplace;

   (2) The grantee’s or contractor’s policy of maintaining a drug free workplace;

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

   (4) The penalties that may be imposed upon an employee for drug violations.

c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,

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

g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out the applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.

11. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

### Agreement Summary

<table>
<thead>
<tr>
<th>Prime Consultant:</th>
<th>TIN Number</th>
<th>Agreement Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Edwin Hancock Engineering Co.</td>
<td>36-1185970</td>
<td>$25,495.56</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sub-Consultants:</th>
<th>TIN Number</th>
<th>Agreement Amount</th>
</tr>
</thead>
</table>

Sub-Consultant Total: 0  
Prime Consultant Total: $25,495.56  
Total for all Work: $25,495.56

---

Executed by the LPA:  
Village of Brookfield  
(Municipality/Township/County)

ATTEST:  
By:  
Village Clerk

(SEAL)

---

Executed by the ENGINEER:  
Edwin Hancock Engineering Co.

ATTEST:  
By:  
Title: President

---
# Exhibit A - Preliminary Engineering

**Route:** Brookfield and Congress Park METRA Sta  
**Local Agency:** Brookfield  
**Section:** 17-00130-00-MS  
**Project:** LZGD(846)  
**Job No.:** D91-371-18

**Method of Compensation:**  
- Cost Plus Fixed Fee 1  
  - $14.5\%[DL + R(DL) + OH(DL) + IHDC]
- Cost Plus Fixed Fee 2  
  - $14.5\%[DL + R(DL) + 1.4(DL) + IHDC]
- Cost Plus Fixed Fee 3  
  - $14.5\%[(2.3 + R)DL + IHDC]
- Specific Rate
- Lump Sum

---

**Cost Estimate of Consultant's Services in Dollars**

<table>
<thead>
<tr>
<th>Element of Work</th>
<th>Employee Classification</th>
<th>Man-Hours</th>
<th>Payroll Rate</th>
<th>Payroll Costs (DL)</th>
<th>Overhead*</th>
<th>Services by Others</th>
<th>In-House Direct Costs (IHDC)</th>
<th>Profit</th>
<th>Total</th>
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<tbody>
<tr>
<td>Project Coordination</td>
<td>Engineer VI</td>
<td>24.00</td>
<td>$55.80</td>
<td>$1,339.20</td>
<td>$1,558.56</td>
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<td></td>
<td>$424.53</td>
<td>$3,352.29</td>
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<tr>
<td>Survey</td>
<td>Engineer III</td>
<td>8.00</td>
<td>$32.00</td>
<td>$256.00</td>
<td>$303.67</td>
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<td></td>
<td>$81.15</td>
<td>$640.82</td>
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<tr>
<td>Preliminary PS&amp;E</td>
<td>Engineer VI</td>
<td>24.00</td>
<td>$55.80</td>
<td>$1,339.20</td>
<td>$1,558.56</td>
<td></td>
<td></td>
<td>$424.53</td>
<td>$3,352.29</td>
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<tr>
<td>Preliminary PS&amp;E</td>
<td>Engineer V</td>
<td>12.00</td>
<td>$51.96</td>
<td>$623.52</td>
<td>$739.62</td>
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<td>$197.66</td>
<td>$1,560.80</td>
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<td>Preliminary PS&amp;E</td>
<td>Engineer III</td>
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<td>$32.00</td>
<td>$3,200.00</td>
<td>$3,795.84</td>
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<td></td>
<td>$1,014.40</td>
<td>$8,010.24</td>
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<td>Preliminary PS&amp;E</td>
<td>Cadd Tech I</td>
<td>40.00</td>
<td>$20.10</td>
<td>$804.00</td>
<td>$953.70</td>
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<td>$254.87</td>
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<td>Final PS&amp;E</td>
<td>Engineer VI</td>
<td>10.00</td>
<td>$55.80</td>
<td>$558.00</td>
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<td>$176.89</td>
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<td>$493.08</td>
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<td>$131.77</td>
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<td>$32.00</td>
<td>$1,152.00</td>
<td>$1,366.50</td>
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<td>$365.18</td>
<td>$2,883.68</td>
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<td>Final PS&amp;E</td>
<td>Engineer II</td>
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<td>$29.33</td>
<td>$175.98</td>
<td>$208.75</td>
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<td>$440.52</td>
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<td>Final PS&amp;E</td>
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<td>$381.48</td>
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<td>$101.95</td>
<td>$805.03</td>
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</table>

**Totals**  
- $284.00  
- $10,185.18  
- $12,081.66  
- $0.00  
- $0.00  
- $3,228.72  
- $25,495.56

---

*Firm's approved rates on file with IDOT'S Bureau of Accounting and Auditing:

- Overhead Rate (OH) 118.62 %
- Complexity Factor (R) 0.00
- Calendar Days 120
Prime Consultant

Name: Edwin Hancock Engineering
Address: 9933 Roosevelt Road,
Telephone: 708-865-0300
TIN Number: 36-1185970

Project Information

Local Agency: Brookfield
Section Number: 17-00130-00-MS
Project Number: LZGD(846)
Job Number: D91-371-18

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

<table>
<thead>
<tr>
<th>Sub-Consultant Name</th>
<th>TIN Number</th>
<th>Actual Payment from Prime</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sub-Consultant Total:
Prime Consultant Total:
Total for all Work Completed:

Signature and title of Prime Consultant

Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department's Identity Protection Policy.
Local Public Agency: Brookfield
Section Number: 17-00013000-MS
Project Number: LZGD(846)_
Job Number: D91-371-18

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed $25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than $25,000.

☐ Form Not Applicable (engineering services less than $25,000)

1. Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? ☒ Yes ☐ No

2. Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the BLRS Manual? ☒ Yes ☐ No
If no, IDOT's approval date: ____________

3. Was the scope of services for this project clearly defined? ☒ Yes ☐ No

4. Was public notice given for this project? ☒ Yes ☐ No Due date of submittal: 6.13.2018
Method(s) used for advertisement and dates of advertisement: Placed on Village website on May 23, 2018 and ____________
It remained on website until closing date of proposals: ____________

5. Do the written QBS policies and procedures cover conflicts of interest? ☒ Yes ☐ No

6. Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? ☒ Yes ☐ No

7. Do the written QBS policies and procedures discuss the method of evaluation? ☒ Yes ☐ No

<table>
<thead>
<tr>
<th>Criteria for this project</th>
<th>Weighting</th>
<th>Criteria for this project</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications of Firm</td>
<td>20%</td>
<td>References/Past Exp.</td>
<td>20%</td>
</tr>
<tr>
<td>Project Approach</td>
<td>20%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff Capabilities</td>
<td>30%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workload Capacity</td>
<td>10%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8. Do the written QBS policies and procedures discuss the method of selection? ☒ Yes ☐ No

Selection committee (titles) for this project: Director of Public Works and Village Planner

Top three consultants selected for this project in order: 1) Edwin Hancock Engineering
2) Only One Received
3) Only One Received
If less than 3 responses were received, IDOT's approval date: July 20, 2018

9. Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? ☒ Yes ☐ No

10. Were negotiations for this project performed in accordance with federal requirements? ☒ Yes ☐ No

11. Were acceptable costs for this project verified? ☒ Yes ☐ No ☐ LPA will rely on IDOT review and approval of costs.

12. Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? ☒ Yes ☐ No

13. Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? ☒ Yes ☐ No
<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>MINIMUM</th>
<th>MAXIMUM</th>
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<tbody>
<tr>
<td>ENGINEER - VI</td>
<td>$ 50.00</td>
<td>$ 65.00</td>
</tr>
<tr>
<td>ENGINEER - V</td>
<td>35.00</td>
<td>55.00</td>
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<tr>
<td>ENGINEER - IV</td>
<td>30.00</td>
<td>45.00</td>
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<td>ENGINEER - III</td>
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<td>38.00</td>
</tr>
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<td>ENGINEER - II</td>
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<td>32.00</td>
</tr>
<tr>
<td>ENGINEER - I</td>
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<td>30.00</td>
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<tr>
<td>CADD MANAGER</td>
<td>30.00</td>
<td>40.00</td>
</tr>
<tr>
<td>CADD TECHNICIAN - II</td>
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<tr>
<td>CADD TECHNICIAN - I</td>
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<tr>
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<tr>
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<tr>
<td>ENGINEERING TECHNICIAN – III</td>
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<td>20.00</td>
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<tr>
<td>ENGINEERING TECHNICIAN - II</td>
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<td>15.00</td>
</tr>
<tr>
<td>ENGINEERING TECHNICIAN - I</td>
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<tr>
<td>ADMINISTRATIVE ASSISTANT</td>
<td>25.00</td>
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</table>

2018– STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION

3/1/2018-State
**EDWIN Hancock Engineering**

**Payroll Burden and Fringe Costs**

<table>
<thead>
<tr>
<th>Description</th>
<th>% of Direct Productive Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Federal Insurance Contributions Act)</td>
<td></td>
</tr>
<tr>
<td>(State and Federal Unemployment Insurance)</td>
<td>11.68%</td>
</tr>
<tr>
<td>(Worker's Compensation Insurance)</td>
<td></td>
</tr>
<tr>
<td>Paid Holidays, Vacation, Sick Leave, Bonuses</td>
<td>34.70%</td>
</tr>
<tr>
<td>Retirement Plan</td>
<td>13.64%</td>
</tr>
<tr>
<td>Group Insurance</td>
<td>20.80%</td>
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<tr>
<td><strong>Total Payroll Burden and Fringe Costs</strong></td>
<td>80.82%</td>
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2018 - Statement of Experience and Financial Condition

3/1/2018-State
EDWIN HANCOCK ENGINEERING

OVERHEAD AND INDIRECT COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>% of Direct Productive Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes except Federal Income Tax</td>
<td>3.19%</td>
</tr>
<tr>
<td>Business Insurance, (except key-man insurance)</td>
<td></td>
</tr>
<tr>
<td>Accident, Liability and Valuable Papers</td>
<td>2.87%</td>
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<tr>
<td>Depreciation and Amortization</td>
<td>1.45%</td>
</tr>
<tr>
<td>Administrative, Unassignable Staff Time, Recruiting, Training and Education, Severance, Negotiating New Business, and Office Accounting, Clerical and Secretarial Wages and Salaries</td>
<td>9.65%</td>
</tr>
<tr>
<td>Reproduction, Printing Costs, Office Supplies and Postage</td>
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<tr>
<td>Professional Services including Specialists, Legal, Accounting, etc.</td>
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<tr>
<td>Outside computer services</td>
<td>2.21%</td>
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<tr>
<td>Employee Travel Expense not assigned to clients, in state only</td>
<td>5.24%</td>
</tr>
<tr>
<td>Telephone and pager</td>
<td>1.62%</td>
</tr>
<tr>
<td>Fees, Licenses, Dues, Publications (Technical and Professional) Tuitions and Seminars</td>
<td>0.77%</td>
</tr>
<tr>
<td>Business Space Utilities and Maintenance</td>
<td>1.71%</td>
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<tr>
<td>Rental and Maintenance of Equipment</td>
<td>1.66%</td>
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<tr>
<td>Miscellaneous Expense</td>
<td>0.32%</td>
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<tr>
<td>Facilities Capital Cost of Money</td>
<td>0.70%</td>
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<tr>
<td>TOTAL OVERHEAD AND INDIRECT COSTS</td>
<td>37.80%</td>
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2018–STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION
Village of Brookfield
Brookfield and Congress Park METRA Station Bicycle Parking Improvements
Section No.: 17-00130-00-MS
Project No. D91-371-18

The project is scheduled for the September 20, 2019 letting and prefinal plans are due in Schaumburg on April 12, 2019. It will take 60 days from the Notice to Proceed to the submittal of the prefinal plans for review. The IDOT schedule allows for 60 days between the prefinal plan submittal and final plan submittal. As a result, it is anticipated that work will take 120 calendar days.
1. NO DISCUSSION ITEMS THIS EVENING