

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, MARCH 11, 2013, AT 6:30 P.M. AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITOR'S BUSINESS - Public comment is limited to three minutes per person
5. OMNIBUS VOTE AGENDA
 - a. Waive Reading of Minutes (APPROVE)
 - b. Minutes - Regular Board Meeting - February 25, 2013 (APPROVE)
 - c. Minutes - Executive Session - February 11, 2013 (APPROVE)
 - d. Warrants - \$142,983.51 (APPROVE)
 - e. Monthly Financial Report - February 28, 2013 (APPROVE)
 - f. Ordinance - An Ordinance Amending the Village Code of the Village of Willowbrook - Title 1, Chapter 5, Section 1-5-3 - Meetings; Public Comment (PASS)
 - g. Ordinance - An Ordinance Providing for the Official Zoning Map of the Village of Willowbrook, DuPage County, Illinois (PASS)
 - h. Proclamation - A Proclamation Recognizing the Week of April 13 - 20, 2013 as National Public Safety Telecommunicators Week in the Village of Willowbrook (APPROVE)

NEW BUSINESS

6. RESOLUTION - A RESOLUTION APPOINTING DEPUTY CHIEF MARK ALTOBELLA AS COORDINATOR OF THE VILLAGE EMERGENCY MANAGEMENT AGENCY AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE DUPAGE COUNTY OFFICE OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT NOTICE OF APPOINTMENT FORM DESIGNATING HIM AS SUCH

7. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND DISCOVERY BENEFITS, INC. (DBI) TO PROVIDE THIRD-PARTY ADMINISTRATIVE SERVICE ASSISTANCE TO THE VILLAGE IN THE ADMINISTRATION OF THE EMPLOYEE FLEXIBLE SPENDING PLAN

PRIOR BUSINESS

8. COMMITTEE REPORTS
9. ATTORNEY'S REPORT
10. CLERK'S REPORT
11. ADMINISTRATOR'S REPORT
12. MAYOR'S REPORT
13. EXECUTIVE SESSION:
 - a) REVIEW 2013 MINUTES - Pursuant to 5 ILCS 120/2(c)(21) Regarding the Minutes of Executive Session Meetings that were Lawfully Closed Under the Open Meetings Act
 - b) Consideration of a Matter of Probable Litigation Affecting the Village Pursuant to 5 ILCS 120/2(c)(11)
14. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, FEBRUARY 25, 2013 AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at the hour of 6:30 p.m. by Mayor Robert Napoli.

2. ROLL CALL

Those present at roll call were Mayor Robert Napoli, Clerk Leroy Hansen, Trustees Dennis Baker (via teleconference), Terrence Kelly, Michael Mistele, Sue Berglund, Umberto Davi, and Frank Trilla.

ABSENT: None

Also present were Village Administrator Timothy Halik, Village Attorney William Hennessy, Chief Mark Shelton, Deputy Chief Mark Altobella, Planning Consultant JoEllen Charlton, Management Analyst Garrett Hummel, and Deputy Clerk Cindy Stuchl.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Napoli asked Trustee Berglund to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None presented.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - February 11, 2013 (APPROVE)
- c. Minutes - Executive Session - January 28, 2013 (APPROVE)
- d. Warrants - \$209,633.35 (APPROVE)
- e. Resolution - A Resolution Appointing a Primary Delegate and Alternate Delegate to the Intergovernmental Risk Management Agency ("IRMA") - Resolution No. 13-R-09 (ADOPT)
- f. Motion - Raffle Application - Kerry Piper Irish Pub (APPROVE)

Mayor Napoli asked the Board if there was any item to be removed from the Omnibus Vote Agenda.

Trustee Trilla abstained himself from voting on Item 5d.

MOTION: Made by Trustee Davi and seconded by Trustee Baker to approve the Omnibus Vote Agenda as presented.

ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Davi, Kelly, and Mistele. NAYS: None. ABSTENTION: Trustee Trilla. ABSENT: None.

MOTION DECLARED CARRIED

NEW BUSINESS

6. DELINQUENT WATER BILLS

Administrator Halik advised that there were no outstanding water bills at this time.

7. ORDINANCE - AN ORDINANCE GRANTING A VARIATION FROM SECTION 9-5A-3(D)1 TO REDUCE THE REQUIRED FRONT YARD SETBACK FROM 60' TO 56'7 3/8"; AND FROM SECTION 9-5A-3(D)3 TO REDUCE THE REQUIRED EXTERIOR SIDE YARD SET BACK FROM 50' TO 40' - 503 W. 64TH STREET

Planning Consultant Charlton reviewed the requested variances to setbacks allowances for the property located at 503 W. 64th Street. The Plan Commission at the public hearing heard from neighbors who were concerned over drainage issues. Staff and the Village Engineer met with the residents and related that this issue will be addressed during the permit review process.

The Plan Commission also recommended conditions to granting the variances that the applicant should provide some evergreen screening on the south end of the lot.

Mr. Randy Gertsen, 6405 S. Thurlow, spoke to the Board about his concerns with water flow issues. Mayor Napoli questioned if his water problems were existing and if with the new residence being built, would there be additional problems. Mr. Gertsen advised that it would be. Administrator Halik advised that during the follow up meeting with the residents, this issue was discussed. Agreement was made through the regrading of the property, an earthen berm and swale will help with directing water. Administrator Halik advised that a dry well is also being considered.

Administrator Halik advised that staff is cautiously optimistic that drainage issues will be taken care of satisfactorily.

MOTION: Made by Trustee Mistele and seconded by Trustee Baker to pass Ordinance No. 13-O-04.

ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Davi, Kelly, Mistele, and Trilla. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

8. ORDINANCE - AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK - TITLE 5, CHAPTER 1, SECTION 5-1-1.1 - PATROL OFFICER, MINIMUM ELIGIBILITY REQUIREMENTS

Administrator Halik advised that during the last round of patrol officer testing, a discrepancy was discovered between the Board of Police Commissioners Rules and Regulations and the Village Ordinance pertaining to patrol officer minimum eligibility requirements. A provision that requires two years of full-time employment as a certified police officer in the BOPC rules is not specified in the Village ordinance.

Administrator Halik stated that passage of this ordinance will clarify full-time experience.

Trustee Kelly questioned why there was a discrepancy. Administrator Halik advised that the Village ordinance has not been updated since 2002 and the BOPC was unaware that this provision was listed in the ordinance.

Trustee Kelly stated that he is concerned that the BOPC is passing rules and regulations prior to getting Village Board approval.

Trustee Baker questioned if the BOPC has legal counsel. Administrator Halik advised that the Village attorney is also the BOPC attorney.

Trustee Kelly suggested that in the future, the BOPC should have their legal counsel be sure that amendments are consistent with Village ordinances and obtain approval from the Village Board prior to making any changes.

MOTION: Made by Trustee Mistele and seconded by Trustee Kelly to pass Ordinance No. 13-O-05.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Davi, Kelly, Mistele, and Trilla. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

9. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) - ILLINOIS ROUTE 83 (KINGERY HIGHWAY TRAFFIC SIGNAL UPGRADES

Administrator Halik stated that he has received notification from IDOT of their intent to complete a project to update the traffic signals along Kingery Highway. This includes the signals at 63rd Street, 67th Street, Plainfield Road, 75th Street, and Midway Drive. The work includes conversion of the incandescent bulbs to LED's, battery back up capabilities, and countdown pedestrian signals.

The total project costs approximately \$90,000.00. The state has received federal funds to pay for 90% of the costs. The remaining costs are split between the jurisdictions that control the approach legs of the intersections. The share of the costs for the Village is approximately \$2,700. This expense was not budgeted, however, there are funds available in the Public Works budget.

IDOT has requested a decision from the Board on whether to partner in this agreement by March 11th. Administrator Halik advised that there was not enough time to place this item on the next Municipal Services meeting agenda, however, he has reviewed this item with Chairman Mistele who does support the project.

MOTION: Made by Trustee Davi and seconded by Trustee Trilla to adopt Resolution No. 13-R-10.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Davi, Kelly, Mistele, and Trilla. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

10. RESOLUTION - A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT - RED-LIGHT CAMERA ENFORCEMENT SYSTEM - BETWEEN THE VILLAGE OF WILLOWBROOK AND AMERICAN TRAFFIC SOLUTIONS (ATS), INC.

Chief Shelton related that the current red light camera enforcement contract began in 2008 with Laser Craft, who was subsequently bought out by American Traffic Solutions. A new contract will be drafted by ATS to change the names. ATS has requested a two-month extension from March 24, 2013 to May 24, 2013 to give time to draft a new contract. Administrator Halik advised that the new contract will be brought before the Board prior to the May date.

Trustee Baker questioned if the new contract will brought before the Public Safety Committee prior to the Village Board's approval. Chief Shelton indicated that it would.

MOTION: Made by Trustee Baker and seconded by Trustee Berglund to adopt Resolution No. 13-R-11.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Davi, Kelly, Mistele, and Trilla. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

11. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

Administrator Halik advised that on February 6th, the FOP voted to ratify the negotiated Collective Bargaining Agreement. The agreement was changed only to include provisions relating to the rank of sergeant. The agreement includes language that the rank of sergeant will be paid a salary 13% higher than the top salary of a patrol officer.

MOTION: Made by Trustee Kelly and seconded by Trustee Baker to adopt Resolution No. 13-R-12.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Davi, Kelly, Mistele, and Trilla. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

12. DISCUSSION - SCAVENGER SERVICES SUBSIDY FEASIBILITY STUDY

A trustee stated that Willowbrook has a hard time identifying sources of revenue. 60% of the community lives in multi-family dwellings who hire scavenger services to pick up trash. Estimates for scavenger services costs for the entire community could range from \$600,000 to \$1 million per year. Projected budget numbers show a surplus of \$130,000 - \$150,000 per year. This surplus is due to stringent planning and being economical. The trustee also felt that once people no longer have to pay for the service, the service will increase dramatically. Costs cannot be controlled and a revenue stream cannot be identified to pay for it. The residents of the community now pay for the service and questioned whether this is a good decision on behalf of the community to take on this expense.

Another trustee spoke with their association president and questioned them on whether the monthly assessment fees would go down since that pays for the scavenger service. The association president stated that money would be filtered into another direction and would not be decreased for the residents.

Another trustee stated that this Village does some things really well, such as not taking on services and financial responsibilities that can be better done elsewhere. The Village works really hard to run at a small positive revenue number. Looking at the cost projections, it is not believed that any dent could be made in scavenger services by combining the entire Village without going through the Village's reserve. The trustee has a strong belief that this is an issue that the Village should not pursue.

It was said by a trustee that the Village already competitively bids for this service on behalf of the citizens in single-family homes.

Mayor Napoli stated that one of the reasons he recommended this was to explore the idea of a possibility of getting a central service to get lower rates for all citizens within the Village. Mayor Napoli stated that he never suggested that this service should be completely funded by the Village.

A trustee stated that when speaking with the homeowners' association president, they did not wish to have to deal with third party problems. They currently call the scavenger service directly. If the Village was involved, the Village would have to be called first. Mayor Napoli stated that would not change; the scavenger service would still be called directly.

A trustee questioned if the Village is in a new contract with the current scavenger service. Administrator Halik advised that we are currently in the first year of a four-year contract. He stated that the contract would have to be renegotiated.

A trustee questioned why stop at scavenger services. Why not include snow removal. It's the same idea. The trustee does not think this is in the best interest of the Village or the Village taxpayers.

Mayor Napoli asked if the Board was willing to explore the idea. Have an analysis of the costs and what the savings would be for residents. The trustees all agreed that this is not worth exploring.

Another trustee questioned why this idea would be circulated to the public before the Board has explored this proposal. The trustee stated that the Board has done a wonderful job of getting the budget under control and should be proud. However, this could have been brought before the Board to decide whether it was a good idea or not.

Another trustee stated that once you provide a free service, how do you take it back. If the analysis is completed and the Board does not pass this option, the citizens could be angry.

All of the trustees again expressed that this is a bad idea.

PRIOR BUSINESS

13. COMMITTEE REPORTS

Trustee Baker had no report.

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Trilla had no report.

14. ATTORNEY'S REPORT

Attorney Hennessy had no report.

15. CLERK'S REPORT

Clerk Hansen had no report.

16. ADMINISTRATOR'S REPORT

Administrator Halik reminded the Board that copies of the approved Committee and Commission meeting minutes are in the back of the agenda packets.

17. MAYOR'S REPORT

Mayor Napoli had no report.

18. EXECUTIVE SESSION

- a. REVIEW 2013 MINUTES - Pursuant to 5 ILCS 120/2(c)(21) Regarding the Minutes of Executive Session Meetings That Were Lawfully Closed Under the Open Meetings Act
- b. Consideration of a Potential Litigation Matter Pursuant to 5 ILCS 120/2(c)(11)

RECESS INTO EXECUTIVE SESSION

MOTION: Made by Trustee Davi and seconded by Trustee Trilla to recess into Executive Session at the hour of 7:23 p.m.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Berglund, David, Kelly, Mistele, and Trilla. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

The Board reconvened the Regular Meeting at the hour of 8:02 p.m.

Mayor Napoli asked for a consensus of the Board to direct the Administrator and Village Attorney to proceed in accordance with the recommended course of action just discussed in Closed Session regarding the matter of probable litigation.

19. ADJOURNMENT

MOTION: Made by Trustee Baker and seconded by Trustee Kelly, to adjourn the Regular Meeting at the hour of 8:04 p.m.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Davi, Kelly, Mistele, and Trilla. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

March 11, 2013.

Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

March 11, 2013

GENERAL CORPORATE FUND	-----	\$135,290.00
WATER FUND	-----	6,693.51
HOTEL/MOTEL TAX FUND	-----	1,000.00
TOTAL WARRANTS	-----	\$142,983.51



Tim Halik, Village Administrator

APPROVED:

Robert A. Napoli, Mayor

VILLAGE OF WILLOWBROOK

RUN DATE: 03/05/13

BILLS PAID REPORT FOR MARCH, 2013

PAGE: 1

RUN TIME: 03:03PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
AFLAC (46)	03/12 CK# 81539	\$26.40
622588ER/FEB13 EMP DED PAY - AFLAC FEE 01-210-221	01-210-221	26.40
AMERICAN FIRST AID SERVICE INC (77)	03/12 CK# 81540	\$34.20
96104 MAINTENANCE - PW BUILDING	01-35-725-418	34.20
APPRIZE PROMOTIONAL PRODUCTS (2457)	03/12 CK# 81541	\$84.00
52170 CHILDRENS SPECIAL EVENTS 01-625-150	01-20-585-150	84.00
AT & T LONG DISTANCE (66)	03/12 CK# 81543	\$66.66
854192715FB13 PHONE - TELEPHONES 01-420-201	01-10-455-201	66.66
AT & T (67)	03/12 CK# 81544	\$2,351.32
325-2761FEB13 PHONE - TELEPHONES 01-451-201	01-30-630-201	52.41
325-2776FEB13 PHONE - TELEPHONES 01-451-201	01-30-630-201	52.41
R26-5644FEB13 PHONE - TELEPHONES 01-420-201	01-10-455-201	1,123.25
R26-5644FEB13 PHONE - TELEPHONES 01-451-201	01-30-630-201	1,123.25
AZAVAR AUDIT SOLUTIONS INC (158)	03/12 CK# 81545	\$500.76
9327/MARCH UTILITY TAX 01-310-205	01-310-205	500.76
DARREN BIGGS (198)	03/12 CK# 81546	\$142.73
2013 UNIFORMS UNIFORMS 01-451-345	01-30-630-345	142.73
BIMBO FOODS INC (1862)	03/12 CK# 81547	\$100.00
2841200040033 RED LIGHT FINES 01-310-503	01-310-503	100.00
BLACK GOLD SEPTIC (208)	03/12 CK# 81548	\$310.00
54567 MAINTENANCE - PW BUILDING	01-35-725-418	310.00
BURR RIDGE PARK DISTRICT (244)	03/12 CK# 81549	\$17,355.77
12-13 ADA RECREATION ACCOMMODATIONS 01-630-520	01-20-590-520	4,125.77
1213 SENIORS PROGRAM 01-620-517	01-20-575-517	4,410.00
1213 SENIORS 01-622-517	01-20-580-517	4,410.00
1213 SENIORS PROGRAM 01-625-517	01-20-585-517	4,410.00
CHEFS FOR A DAY (2523)	03/12 CK# 81550	\$45.00
3/2/13 RECREATION INSTRUCTORS 01-622-111	01-20-580-111	45.00
CHETNA & RAJENDRA DAVE (1862)	03/12 CK# 81551	\$100.00
2841200056849 RED LIGHT FINES 01-310-503	01-310-503	100.00
CHICAGO BADGE & INSIGNIA CO (334)	03/12 CK# 81552	\$232.70
12061 OPERATING EQUIPMENT 01-451-401	01-30-630-401	46.54
1275 OPERATING EQUIPMENT 01-451-401	01-30-630-401	186.16
CHRISTOPHER B. BURKE (333)	03/12 CK# 81553	\$5,463.98
109584 REIMB.	01-40-820-259	399.00
109585 REIMB.	01-40-820-259	55.00
109586 REIMB.	01-40-820-259	110.00
109587 REIMB.	01-40-820-246	237.25
109588 FEES - ENGINEERING 01-505-245	01-35-720-245	110.00
109589 FEES - DRAINAGE ENGINEER 01-555-246	01-40-820-246	275.00
109590 GIS 01-10-460-213	01-10-460-213	276.00
109591 PRINTING & PUBLISHING 01-15-510-302	01-15-510-302	101.20
109592 REIMB.	01-15-520-254	254.50
109593 REIMB.	01-40-820-259	271.75
109595 PLAN REVIEW - PLANNER 01-15-520-257	01-15-520-257	3,374.28
COLLEGE OF DUPAGE (364)	03/12 CK# 81554	\$300.00
3344/ALTOBELLA SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	300.00

VILLAGE OF WILLOWBROOK

RUN DATE: 03/05/13

BILLS PAID REPORT FOR MARCH, 2013

PAGE: 2

RUN TIME: 03:03PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
COMCAST CABLE (365)	03/12 CK# 81555	\$200.93
700 WB CNTRFB13 EQUIPMENT MAINTENANCE 01-503-263	01-35-715-263	81.90
VH FB13 E.D.P. SOFTWARE 01-410-212	01-10-460-212	119.03
COMMONWEALTH EDISON (370)	03/12 CK# 81556	\$1,868.87
1844110006FB13 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	863.06
4215105154FB13 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	471.98
7432089030FB13 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	533.83
DATACOM (446)	03/12 CK# 81557	\$449.00
2/20/13 OPERATING EQUIPMENT 01-451-401	01-30-630-401	449.00
DESIGN PERSPECTIVES INC (2489)	03/12 CK# 81558	\$2,375.00
12-9874-7 PARK IMPROVEMENTS-NEIGHBORHOOD PARK	01-20-595-695	2,375.00
DIANE VLACH (2084)	03/12 CK# 81559	\$27.00
#252W WINTER RECREATION FEES 01-310-816	01-310-816	27.00
DUPAGE JUV OFCRS ASSN (523)	03/12 CK# 81561	\$12.00
3/27/13 #528 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	12.00
FEDEX OFFICE (593)	03/12 CK# 81562	\$59.29
36310031452 PRINTING & PUBLISHING 01-451-302	01-30-630-302	59.29
FOREST AWARDS & ENGRAVING (623)	03/12 CK# 81563	\$23.50
76685 OFFICE SUPPLIES 01-05-410-301	01-05-410-301	23.50
W.W. GRAINGER (1999)	03/12 CK# 81564	\$104.49
9071982749 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	74.79
9071982756 UNIFORMS 01-501-345	01-35-710-345	29.70
H AND R CONSTRUCTION INC. (742)	03/12 CK# 81565	\$10,160.00
14478 SNOW REMOVAL CONTRACT 01-525-287	01-35-740-287	4,770.00
14480 SNOW REMOVAL CONTRACT 01-525-287	01-35-740-287	5,390.00
LAW OFFICES OF WILLIAM J. HENNESSY (2277)	03/12 CK# 81566	\$6,990.00
FEB 2013 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	6,990.00
HOME DEPOT COMMERCIAL (808)	03/12 CK# 81567	\$179.86
2/06/13 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	44.05
20130892 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	135.81
INDUSTRIAL ELECTRICAL SUPPLY (929)	03/12 CK# 81568	\$50.00
214482 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	50.00
INTERGOVERNMENTAL PERSONNEL (934)	03/12 CK# 81569	\$39,842.49
MARCH 2013 EMP DED PAY-INS 01-210-204	01-210-204	10,836.37
MARCH 2013 LIFE INS BENEFIT -APPOINTED/ELECTED	01-05-410-141	153.00
MARCH 2013 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	1,095.04
MARCH 2013 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141	01-15-510-141	686.68
MARCH 2013 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141	01-25-610-141	1,383.50
MARCH 2013 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	21,966.69
MARCH 2013 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	1,642.38
MARCH 2013 EMPLOYEE BENEFITS - MEDICAL 01-551-141	01-40-810-141	2,078.83
KING CAR WASH (1057)	03/12 CK# 81570	\$120.00
60/FEB 13 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	120.00
KIPP'S LAWNMOWER SALES & SERVICE (1062)	03/12 CK# 81571	\$65.58
415233 MAINTENANCE - EQUIPMENT 01-520-411	01-35-735-411	65.58
KRISTA'S FIREARMS (2423)	03/12 CK# 81572	\$83.00
1075 OPERATING EQUIPMENT 01-451-401	01-30-630-401	83.00

VILLAGE OF WILLOWBROOK

RUN DATE: 03/05/13

BILLS PAID REPORT FOR MARCH, 2013

PAGE: 3

RUN TIME: 03:03PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
LOGSDON OFFICE SUPPLY (2452)	03/12 CK# 81573	\$337.47
434109I OFFICE SUPPLIES 01-420-301	01-10-455-301	7.19
434109I OFFICE SUPPLIES 01-25-610-301	01-25-610-301	239.29
434109I OPERATING SUPPLIES 01-25-615-331	01-25-615-331	90.99
MATEL MANUFACTURING INC (2520)	03/12 CK# 81574	\$1,053.00
59840-B MAINTENANCE - BUILDING 01-405-228	01-10-466-228	1,053.00
MIDWEST LASER SPECIALISTS, INC (1276)	03/12 CK# 81575	\$183.99
1078049 OPERATING SUPPLIES 01-451-331	01-30-630-331	183.99
MORTON SALT INC (2522)	03/12 CK# 81576	\$13,333.80
5400096901 OPERATING SUPPLIES 01-540-331	01-35-755-331	1,094.98
5400098132 OPERATING SUPPLIES 01-540-331	01-35-755-331	3,139.51
5400112067 OPERATING SUPPLIES 01-540-331	01-35-755-331	1,173.51
5400113181 OPERATING SUPPLIES 01-540-331	01-35-755-331	3,595.54
5400113182 OPERATING SUPPLIES 01-540-331	01-35-755-331	4,330.26
MS MARY CARLSON (1292)	03/12 CK# 81577	\$50.00
REFUND RETIREMENT PARTY - OGGERINO 01-130-111	01-130-111	50.00
ROBERT NAPOLI (1331)	03/12 CK# 81578	\$86.19
REIBM. PHOTO PUBLIC RELATIONS 01-05-420-365	01-05-420-365	86.19
NEXTEL COMMUNICATION (1357)	03/12 CK# 81579	\$174.92
952377363-FB13 PHONE - TELEPHONES 01-420-201	01-10-455-201	37.99
952377363-FB13 PHONE - TELEPHONES 01-451-201	01-30-630-201	136.93
NICOR GAS (1370)	03/12 CK# 81580	\$1,381.82
39303229304FB13 NICOR GAS	01-35-725-415	607.20
95476110002FB13 NICOR GAS 01-405-235	01-10-466-235	774.62
ORIENTAL TRADING (2418)	03/12 CK# 81581	\$109.96
656112703-01 CHILDRENS SPECIAL EVENTS 01-625-150	01-20-585-150	109.96
PACIFIC TELEMANAGEMENT SERVICES (2197)	03/12 CK# 81582	\$78.00
497705/MAR13 PHONE - TELEPHONES 01-420-201	01-10-455-201	78.00
PCS INTERNATIONAL (2201)	03/12 CK# 81583	\$180.00
129924 E.D.P. SOFTWARE 01-25-615-212	01-25-615-212	180.00
PETTY CASH C/O TIM HALIK (1492)	03/12 CK# 81584	\$291.46
3/5/13 SCHOOLS-CONFERENCE TRAVEL 01-420-304	01-10-455-304	30.00
3/5/13 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	23.63
3/5/13 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	65.00
3/5/13 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	40.00
3/5/13 OPERATING EQUIPMENT 01-451-401	01-30-630-401	42.74
3/5/13 JAIL SUPPLIES 01-465-343	01-30-650-343	55.09
3/5/13 SCHOOLS CONFERENCE TRAVEL 01-551-304	01-40-810-304	35.00
PIECZYNSKI LINDA S. (1503)	03/12 CK# 81585	\$928.00
5739/FEB 13 FEES - SPECIAL ATTORNEY 01-451-241	01-30-630-241	928.00
POLICE MAGAZINE (2521)	03/12 CK# 81586	\$18.00
ALTOBELLA FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	18.00
PUBLIC SAFETY DIRECT INC (2309)	03/12 CK# 81587	\$140.00
23771 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	140.00
R&R PRINT N SERVE INC (1582)	03/12 CK# 81588	\$165.75
25182 PRINTING & PUBLISH 01-420-302	01-10-455-302	165.75
RAY O'HERRON (1593)	03/12 CK# 81589	\$235.75
68771 UNIFORMS 01-451-345	01-30-630-345	235.75

VILLAGE OF WILLOWBROOK

RUN DATE: 03/05/13

BILLS PAID REPORT FOR MARCH, 2013

PAGE: 4

RUN TIME: 03:03PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ROBERT & SUSAN MEROLILLO (1862) 2841200028855 RED LIGHT FINES 01-310-503	03/12 CK# 81590 01-310-503	\$100.00 100.00
RUSS DARROW LEASING CO INC (1862) 2841200046733 RED LIGHT FINES 01-310-503	03/12 CK# 81591 01-310-503	\$100.00 100.00
RUTLEDGE PRINTING CO. (1648) 116537 PRINTING & PUBLISHING 01-451-302	03/12 CK# 81592 01-30-630-302	\$53.64 53.64
SHERIDAN PLUMBING & SEVER (2425) 5844 JET CLEANING CULVERT 01-535-286	03/12 CK# 81593 01-35-750-286	\$1,940.00 1,940.00
SIGNS NOW (1717) SN195-44030 OFFICE SUPPLIES 01-05-410-301	03/12 CK# 81594 01-05-410-301	\$22.60 22.60
SOUTHWEST CENTRAL DISPATCH (1751) MARCH 2013 RADIO DISPATCHING 01-483-235	03/12 CK# 81595 01-30-675-235	\$17,930.77 17,930.77
THOMPSON ELEV. INSPECT. SERVICE (1873) 13-0558 ELEVATOR INSPECTION 01-565-117	03/12 CK# 81597 01-40-830-117	\$100.00 100.00
THOMSON WEST (1871) 826637967 FEES-DUES-SUBSCRIPTIONS 01-451-307	03/12 CK# 81598 01-30-630-307	\$247.56 247.56
TOM & JERRY'S SHELL SERVICES (1883) 47497 MAINTENANCE - VEHICLES 01-451-409 47521 MAINTENANCE - VEHICLES 01-451-409 47527 MAINTENANCE - VEHICLES 01-451-409 47536 MAINTENANCE - VEHICLES 01-451-409 47547 MAINTENANCE - VEHICLES 01-451-409 47568 MAINTENANCE - VEHICLES 01-451-409 47588 MAINTENANCE - VEHICLES 01-451-409 47590 MAINTENANCE - VEHICLES 01-451-409 47594 MAINTENANCE - VEHICLES 01-451-409 47596 MAINTENANCE - VEHICLES 01-451-409 47601 MAINTENANCE - VEHICLES 01-451-409 47617 MAINTENANCE - VEHICLES 01-451-409 47624 MAINTENANCE - VEHICLES 01-451-409 47639 MAINTENANCE - VEHICLES 01-451-409 47827 MAINTENANCE - VEHICLES 01-451-409	03/12 CK# 81599 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409 01-30-630-409	\$2,830.27 590.35 25.45 168.09 372.05 19.33 20.40 504.41 218.86 565.63 45.85 45.85 20.40 25.45 182.70 25.45
TRAFFIC CONTROL & PROTECTIONS (2337) 76271 ROAD SIGNS 01-540-333	03/12 CK# 81600 01-35-755-333	\$547.89 547.89
UNIFIRST (1926) 0610752997 MAINTENANCE - BUILDING 01-405-228 0610753110 MAINTENANCE - PW BUILDING	03/12 CK# 81602 01-10-466-228 01-35-725-418	\$233.36 179.50 53.86
UNITED STATE POSTAL SERVICE (1946) DEP 2012/13 PREPAID POSTAGE 01-190-102	03/12 CK# 81603 01-190-102	\$2,500.00 2,500.00
WAREHOUSE DIRECT (2002) 1864117-0 OFFICE SUPPLIES 01-451-301	03/12 CK# 81605 01-30-630-301	\$47.20 47.20
WESTOWN AUTO SUPPLY COMPANY (2026) 49571 MAINTENANCE - VEHICLES 01-520-409 49579 MAINTENANCE - EQUIPMENT 01-525-411 49651 MAINTENANCE - VEHICLES 01-520-409	03/12 CK# 81606 01-35-735-409 01-35-740-411 01-35-735-409	\$164.07 50.13 73.97 39.97
TOTAL GENERAL CORPORATE FUND		\$135,290.00

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR MARCH, 2013

PAGE: 5

RUN DATE: 03/05/13

RUN TIME: 03:03PM

WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
AT & T MOBILITY (64)	03/12 CK# 81542	\$71.92
826930710/FB13 PHONE - TELEPHONES 02-401-201	02-50-401-201	71.92
AT & T (67)	03/12 CK# 81544	\$644.82
323-0337FEB13 PHONE - TELEPHONES 02-401-201	02-50-401-201	265.77
323-0975FEB13 PHONE - TELEPHONES 02-401-201	02-50-401-201	279.14
734-9661FEB13 PHONE - TELEPHONES 02-401-201	02-50-401-201	99.91
CHRISTOPHER B. BURKE (333)	03/12 CK# 81553	\$101.20
109591 PRINTING & PUBLISHING 02-401-302	02-50-401-302	101.20
INTERGOVERNMENTAL PERSONNEL (934)	03/12 CK# 81569	\$1,691.30
MARCH 2013 EMPLOYEE BENEFITS - MEDICAL	02-50-401-141	1,691.30
LOGSDON OFFICE SUPPLY (2452)	03/12 CK# 81573	\$57.72
434109I OFFICE SUPPLIES 02-401-301	02-50-401-301	57.72
SUNSET SEWER & WATER (2276)	03/12 CK# 81596	\$3,855.93
2013-067 WATER DISTRIBUTION REPAIR-MAINTENAN	02-50-430-277	3,855.93
U.S. POSTMASTER (1948)	03/12 CK# 81601	\$200.00
PERMIT #43 2013 POSTAGE & METER RENT 02-401-311	02-50-401-311	200.00
VERIZON WIRELESS (1972)	03/12 CK# 81604	\$70.62
9700204473 PHONE - TELEPHONES 02-401-201	02-50-401-201	70.62
TOTAL WATER FUND		\$6,693.51

VILLAGE OF WILLOWBROOK

RUN DATE: 03/05/13

BILLS PAID REPORT FOR MARCH, 2013

PAGE: 6

RUN TIME: 03:03PM

HOTEL/MOTEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE CONVENTION (494)	03/12 CK# 81560	\$1,000.00
FEB 13 FEES-DUES-SUBSCRIPTIONS 03-401-307	03-53-401-307	1,000.00
TOTAL HOTEL/MOTEL TAX FUND		\$1,000.00

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR MARCH, 2013

RUN DATE: 03/05/13

SUMMARY ALL FUNDS

RUN TIME: 03:03PM

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	135,290.00	*
02-110-105	WATER FUND-CHECKING 0010330283	6,693.51	*
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	1,000.00	*
TOTAL ALL FUNDS		142,983.51	**

VILLAGE OF WILLOWBROOK
MONTHLY FINANCIAL REPORT

5c

RUN: 03/05/13 8:49AM

SUMMARY OF FUNDS AS OF FEBRUARY 28, 2013

PAGE: 1

FUND DESCRIPTION	DETAIL	BALANCE
GENERAL CORPORATE FUND		\$2,531,734.92
MONEY MARKET	\$2,195,511.30	
MARKET VALUE	194,921.35	
PETTY CASH	950.00	
SAVINGS	140,352.27	
TOTAL	\$2,531,734.92	
WATER FUND		\$325,786.32
MONEY MARKET	\$325,786.32	
HOTEL/MOTEL TAX FUND		\$44,252.74
MONEY MARKET	\$44,252.74	
MOTOR FUEL TAX FUND		\$192,242.30
MONEY MARKET	\$192,242.30	
T I F SPECIAL REVENUE FUND		\$21,716.16
MONEY MARKET	\$21,716.16	
SSA ONE BOND & INTEREST FUND		\$194.97
MONEY MARKET	\$194.97	
POLICE PENSION FUND		\$15,720,082.81
AGENCY CERTIFICATES	\$3,490,685.05	
CORPORATE BONDS	2,516,179.50	
EQUITIES	1,113,779.24	
MUNICIPAL BONDS	640,425.70	
MUTUAL FUNDS	5,722,777.47	
MONEY MARKET	380,526.37	
MARKET VALUE	1,413,150.66	
TREASURY NOTES	442,558.82	
TOTAL	\$15,720,082.81	
SSA ONE PROJECT FUND		\$32.00
MONEY MARKET	\$32.00	
WATER CAPITAL IMPROVEMENTS FUND		\$477,980.97
MONEY MARKET	\$477,980.97	
CAPITAL PROJECT FUND		\$101,677.00
MONEY MARKET	\$101,677.00	
2008 BOND FUND		\$84.13
MONEY MARKET	\$84.13	
LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND		\$3,167,787.50
MONEY MARKET	\$3,167,787.50	
TOTAL MONIES		\$22,583,571.82

RESPECTFULLY SUBMITTED THIS 28TH DAY OF FEBRUARY, 2013



TIM HALIK, VILLAGE ADMINISTRATOR

ROBERT A. NAPOLI, MAYOR

VILLAGE OF WILLOWBROOK
MONTHLY FINANCIAL REPORT

RUN: 03/05/13 8:49AM

DETAILED SUMMARY OF FUNDS AS OF FEBRUARY 28, 2013

PAGE: 2

FUND DESCRIPTION	DETAIL	BALANCE
<hr/>		
GENERAL CORPORATE FUND		\$2,596,893.08
AS PER SUMMARY, FEBRUARY, 2013	\$2,531,734.92	
DUE TO/FROM WATER FUND	57,747.87	
DUE TO/FROM HOTEL/MOTEL TAX FUND	6,718.06	
DUE TO/FROM TIF FUND	725.00	
DUE TO/FROM POLICE PENSION FUND	-32.53	
DUE TO/FROM 2008 BOND FUND	-0.24	
	\$2,596,893.08	
<hr/>		
WATER FUND		\$268,038.45
AS PER SUMMARY, FEBRUARY, 2013	\$325,786.32	
DUE TO/FROM GENERAL FUND	-57,747.87	
	\$268,038.45	
<hr/>		
HOTEL/MOTEL TAX FUND		\$37,534.68
AS PER SUMMARY, FEBRUARY, 2013	\$44,252.74	
DUE TO/FROM GENERAL FUND	-6,718.06	
	\$37,534.68	
<hr/>		
MOTOR FUEL TAX FUND		\$192,242.30
AS PER SUMMARY, FEBRUARY, 2013	\$192,242.30	
<hr/>		
T I F SPECIAL REVENUE FUND		\$20,991.16
AS PER SUMMARY, FEBRUARY, 2013	\$21,716.16	
DUE TO/FROM GENERAL FUND	-725.00	
	\$20,991.16	
<hr/>		
SSA ONE BOND & INTEREST FUND		\$194.97
AS PER SUMMARY, FEBRUARY, 2013	\$194.97	
<hr/>		
POLICE PENSION FUND		\$15,720,115.34
AS PER SUMMARY, FEBRUARY, 2013	\$15,720,082.81	
DUE TO/FROM GENERAL FUND	32.53	
	\$15,720,115.34	
<hr/>		
SSA ONE PROJECT FUND		\$32.00
AS PER SUMMARY, FEBRUARY, 2013	\$32.00	
<hr/>		
WATER CAPITAL IMPROVEMENTS FUND		\$477,980.97
AS PER SUMMARY, FEBRUARY, 2013	\$477,980.97	
<hr/>		
CAPITAL PROJECT FUND		\$101,677.00
AS PER SUMMARY, FEBRUARY, 2013	\$101,677.00	
<hr/>		
2008 BOND FUND		\$84.37
AS PER SUMMARY, FEBRUARY, 2013	\$84.13	
DUE TO/FROM GENERAL FUND	0.24	
	\$84.37	
<hr/>		
LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND		\$3,167,787.50
AS PER SUMMARY, FEBRUARY, 2013	\$3,167,787.50	
<hr/>		
TOTAL MONIES		\$22,583,571.82

\$388,061.30 INTEREST POSTED THIS FISCAL YEAR

VILLAGE OF WILLOWBROOK

RUN: 03/05/13 8:49AM

INVESTMENTS BY FUND AND MATURITY DATE AS OF FEBRUARY 28, 2013

PAGE: 3

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
GENERAL CORPORATE FUND								
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.05%	8,476.72	MM	N/A
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		0.05%	48,104.20	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	154,636.50	MM	N/A
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	1,162,898.65	MM	N/A
01-120-154		IMET	POOLED INVEST		0.34%	651,834.56	MM	N/A
01-120-155		IMET	20321-101		0.34%	169,560.67	MM	N/A
TOTAL MONEY MARKET						\$2,195,511.30		
01-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			194,921.35	MV	N/A
TOTAL MARKET VALUE						\$194,921.35		
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
TOTAL PETTY CASH						\$950.00		
01-110-257		COMMUNITY BANK OF WB	SAVINGS			130,737.27	SV	N/A
01-110-335		U.S. BANK	LOCKBOX			9,615.00	SV	N/A
TOTAL SAVINGS						\$140,352.27		
TOTAL GENERAL CORPORATE FUND						\$2,531,734.92		
AVERAGE ANNUAL YIELD						0.21%		
WATER FUND								
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.30%	321,868.37	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	3,917.95	MM	N/A
TOTAL MONEY MARKET						\$325,786.32		
TOTAL WATER FUND						\$325,786.32		
AVERAGE ANNUAL YIELD						0.30%		
HOTEL/MOTEL TAX FUND								
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	44,252.74	MM	N/A
TOTAL MONEY MARKET						\$44,252.74		
TOTAL HOTEL/MOTEL TAX FUND						\$44,252.74		
AVERAGE ANNUAL YIELD						0.13%		
MOTOR FUEL TAX FUND								
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	192,242.30	MM	N/A
TOTAL MONEY MARKET						\$192,242.30		
TOTAL MOTOR FUEL TAX FUND						\$192,242.30		
AVERAGE ANNUAL YIELD						0.13%		

VILLAGE OF WILLOWBROOK

RUN: 03/05/13 8:49AM

INVESTMENTS BY FUND AND MATURITY DATE AS OF FEBRUARY 28, 2013

PAGE: 4

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
T I F SPECIAL REVENUE FUND								
05-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	21,716.16	MM	N/A
			TOTAL MONEY MARKET			\$21,716.16		
			TOTAL T I F SPECIAL REVENUE FUND			\$21,716.16		
			AVERAGE ANNUAL YIELD			0.13%		
SSA ONE BOND & INTEREST FUND								
06-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	194.97	MM	N/A
			TOTAL MONEY MARKET			\$194.97		
			TOTAL SSA ONE BOND & INTEREST FUND			\$194.97		
			AVERAGE ANNUAL YIELD			0.13%		
POLICE PENSION FUND								
07-120-396		MBFINANCIAL BANK	FNMA		4.38%	99,816.00	AC	07/17/2013
07-120-294		MBFINANCIAL BANK	FHLMC		4.88%	54,925.00	AC	11/15/2013
07-120-393		MBFINANCIAL BANK	FHLMC		4.50%	51,782.00	AC	04/02/2014
07-120-380		MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-392		MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394		MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-363		MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-402		MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298		MBFINANCIAL BANK	FNCT		7.00%	1,731.28	AC	02/01/2016
07-120-409		MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC	08/03/2016
07-120-421		MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC	09/09/2016
07-120-367		MBFINANCIAL BANK	FHLB		5.37%	152,704.50	AC	09/09/2016
07-120-434		MBFINANCIAL BANK	FNMA		5.25%	118,945.00	AC	09/15/2016
07-120-433		MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC	12/09/2016
07-120-404		MBFINANCIAL BANK	FFCB		4.63%	105,720.00	AC	03/21/2017
07-120-293		MBFINANCIAL BANK	FHLMC		5.13%	173,685.00	AC	11/17/2017
07-120-365		MBFINANCIAL BANK	FHLB		5.00%	25,000.00	AC	11/21/2017
07-120-389		MBFINANCIAL BANK	FFCB		4.70%	202,900.00	AC	01/17/2018
07-120-405		MBFINANCIAL BANK	FFCB		4.67%	52,400.00	AC	02/27/2018
07-120-383		MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379		MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-426		MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-345		MBFINANCIAL BANK	GNMA		5.00%	15,009.31	AC	12/18/2018
07-120-313		MBFINANCIAL BANK	FFCB		5.70%	32,133.75	AC	02/01/2019
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	25,345.20	AC	06/15/2019
07-120-310		MBFINANCIAL BANK	FHLB		4.37%	104,900.00	AC	07/01/2019
07-120-297		MBFINANCIAL BANK	FFCB		4.45%	30,944.50	AC	12/16/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	72,869.25	AC	12/16/2019

VILLAGE OF WILLOWBROOK

RUN: 03/05/13 8:49AM

INVESTMENTS BY FUND AND MATURITY DATE AS OF FEBRUARY 28, 2013

PAGE: 5

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
07-120-436		MBFINANCIAL BANK	FFCB		5.03%	184,599.00	AC	10/05/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	248,695.50	AC	12/10/2021
07-120-384		MBFINANCIAL BANK	FHLB		5.25%	256,522.75	AC	08/15/2022
07-120-295		MBFINANCIAL BANK	FHLB		2.00%	199,600.00	AC	02/16/2023
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	332.41	AC	07/20/2024
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	11,770.40	AC	08/20/2028
TOTAL AGENCY CERTIFICATES						\$3,490,685.05		
07-120-288		MBFINANCIAL BANK	CORP BONDS			2,516,179.50	CB	N/A
TOTAL CORPORATE BONDS						\$2,516,179.50		
07-120-289		MBFINANCIAL BANK	EQUITIES			1,113,779.24	EQ	N/A
TOTAL EQUITIES						\$1,113,779.24		
07-120-381		MBFINANCIAL BANK	COLLINSVILLE		5.20%	20,260.20	MB	12/15/2013
07-120-375		MBFINANCIAL BANK	MATOON		4.50%	9,606.40	MB	12/15/2013
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-419		MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	MB	06/01/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB	01/01/2016
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	01/01/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/30/2016
07-120-382		MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-372		MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020
07-120-435		MBFINANCIAL BANK	MCHENRY COUNT		4.85%	57,552.00	MB	12/15/2020
07-120-400		MBFINANCIAL BANK	TRANSIT AUTHY		6.33%	76,738.50	MB	12/01/2021
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY FPI		5.50%	106,684.00	MB	12/15/2025
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
TOTAL MUNICIPAL BONDS						\$640,425.70		
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			5,722,777.47	MF	N/A
TOTAL MUTUAL FUNDS						\$5,722,777.47		
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	52,149.81	MM	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	328,376.56	MM	N/A
TOTAL MONEY MARKET						\$380,526.37		
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			1,413,150.66	MV	N/A
TOTAL MARKET VALUE						\$1,413,150.66		
07-120-410		MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	TN	01/15/2016
07-120-373		MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-387		MBFINANCIAL BANK	US T-NOTE		4.25%	100,156.25	TN	11/15/2017
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
TOTAL TREASURY NOTES						\$442,558.82		
TOTAL POLICE PENSION FUND						\$15,720,082.81		
AVERAGE ANNUAL YIELD						4.32%		

VILLAGE OF WILLOWBROOK

RUN: 03/05/13 8:49AM

INVESTMENTS BY FUND AND MATURITY DATE AS OF FEBRUARY 28, 2013

PAGE: 6

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	TYPE	MATURE DATE
SSA ONE PROJECT FUND								
08-110-323		IMET	MONEY MARKET		0.34%	32.00	MM	N/A
			TOTAL MONEY MARKET			\$32.00		
			TOTAL SSA ONE PROJECT FUND			\$32.00		
			AVERAGE ANNUAL YIELD			0.34%		
WATER CAPITAL IMPROVEMENTS FUND								
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	477,980.97	MM	N/A
			TOTAL MONEY MARKET			\$477,980.97		
			TOTAL WATER CAPITAL IMPROVEMENTS FUND			\$477,980.97		
			AVERAGE ANNUAL YIELD			0.13%		
CAPITAL PROJECT FUND								
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	101,638.92	MM	N/A
10-110-325		IMET	MONEY MARKET		0.34%	38.08	MM	N/A
			TOTAL MONEY MARKET			\$101,677.00		
			TOTAL CAPITAL PROJECT FUND			\$101,677.00		
			AVERAGE ANNUAL YIELD			0.13%		
2008 BOND FUND								
11-110-323		IMET	MONEY MARKET		0.34%	1.74	MM	N/A
11-120-155		IMET	MONEY MARKET			82.39	MM	N/A
			TOTAL MONEY MARKET			\$84.13		
			TOTAL 2008 BOND FUND			\$84.13		
			AVERAGE ANNUAL YIELD			0.57%		
LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND								
14-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	3,167,787.50	MM	N/A
			TOTAL MONEY MARKET			\$3,167,787.50		
			TOTAL LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND			\$3,167,787.50		
			AVERAGE ANNUAL YIELD			0.13%		
GRAND TOTAL INVESTED						\$22,583,571.82		

INVESTMENT TYPES

AC	AGENCY CERTIFICATES	MF	MUTUAL FUNDS
CB	CORPORATE BONDS	MM	MONEY MARKET
CD	CERTIFICATE OF DEPOSIT	MV	MARKET VALUE
CK	CHECKING	PC	PETTY CASH
EQ	EQUITIES	SV	SAVINGS
MB	MUNICIPAL BONDS	TN	TREASURY NOTES

VILLAGE OF WILLOWBROOK
INVESTMENTS BY FUND (SUMMARY) FEBRUARY 28, 2013

RUN: 03/05/13 8:49AM

PAGE: 7

FUND	INVESTMENTS
GENERAL CORPORATE FUND	2,531,734.92
WATER FUND	325,786.32
HOTEL/MOTEL TAX FUND	44,252.74
MOTOR FUEL TAX FUND	192,242.30
T I F SPECIAL REVENUE FUND	21,716.16
SSA ONE BOND & INTEREST FUND	194.97
POLICE PENSION FUND	15,720,082.81
SSA ONE PROJECT FUND	32.00
WATER CAPITAL IMPROVEMENTS FUND	477,980.97
CAPITAL PROJECT FUND	101,677.00
2008 BOND FUND	84.13
LAND FUND	3,167,787.50
TOTAL INVESTED (ALL FUNDS):	\$22,583,571.82

VILLAGE OF WILLOWBROOK
 INVESTMENTS BY TYPE (SUMMARY) FEBRUARY 28, 2013

RUN: 03/05/13 8:49AM

PAGE: 8

TYPE	AMOUNT	YIELD	NON-INTEREST	TOTAL INV.
AGENCY CERTIFICATES	3,490,685.05	4.73 %		3,490,685.05
CORPORATE BONDS			2,516,179.50	2,516,179.50
EQUITIES			1,113,779.24	1,113,779.24
MUNICIPAL BONDS	640,425.70	5.02 %		640,425.70
MUTUAL FUNDS			5,722,777.47	5,722,777.47
MONEY MARKET	6,907,709.37	0.17 %	82.39	6,907,791.76
MARKET VALUE			1,608,072.01	1,608,072.01
PETTY CASH			950.00	950.00
SAVINGS			140,352.27	140,352.27
TREASURY NOTES	442,558.82	3.58 %		442,558.82
 TOTAL ALL FUNDS	 \$11,481,378.94		 \$11,102,192.88	 \$22,583,571.82

VILLAGE OF WILLOWBROOK

RUN: 03/05/13 8:49AM

INVESTMENT SUMMARY BY INSTITUTION AS OF FEBRUARY 28, 2013

PAGE: 9

INSTITUTION	VILLAGE FUNDS	PENSION FUNDS	TOTAL FUNDS
COMMUNITY BANK OF WB	663,823.06	52,149.81	715,972.87
ILLINOIS FUNDS	5,172,630.16		5,172,630.16
IMET	821,549.44		821,549.44
IMET MARKET VALUE CONTRA	194,921.35	1,413,150.66	1,608,072.01
MBFINANCIAL BANK		14,254,782.34	14,254,782.34
U.S. BANK	9,615.00		9,615.00
VILLAGE OF WILLOWBROOK	950.00		950.00
TOTALS	\$6,863,489.01	\$15,720,082.81	\$22,583,571.82

VILLAGE OF WILLOWBROOK

RUN: 03/05/13 8:49AM

INVESTMENTS BY INSTITUTION AS OF FEBRUARY 28, 2013

PAGE: 10

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		0.05%	48,104.20	MM	N/A
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.05%	8,476.72	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	154,636.50	MM	N/A
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.30%	321,868.37	MM	N/A
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	52,149.81	MM	N/A
01-110-257		COMMUNITY BANK OF WB	SAVINGS			130,737.27	SV	N/A
		TOTAL INVESTED				\$715,972.87		
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	1,162,898.65	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	3,917.95	MM	N/A
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	44,252.74	MM	N/A
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	192,242.30	MM	N/A
05-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	21,716.16	MM	N/A
06-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	194.97	MM	N/A
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	477,980.97	MM	N/A
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	101,638.92	MM	N/A
14-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	3,167,787.50	MM	N/A
		TOTAL INVESTED				\$5,172,630.16		
01-120-154		IMET	POOLED INVEST		0.34%	651,834.56	MM	N/A
01-120-155		IMET	20321-101		0.34%	169,560.67	MM	N/A
08-110-323		IMET	MONEY MARKET		0.34%	32.00	MM	N/A
10-110-325		IMET	MONEY MARKET		0.34%	38.08	MM	N/A
11-110-323		IMET	MONEY MARKET		0.34%	1.74	MM	N/A
11-120-155		IMET	MONEY MARKET			82.39	MM	N/A
		TOTAL INVESTED				\$821,549.44		
01-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			194,921.35	MV	N/A
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			1,413,150.66	MV	N/A
		TOTAL INVESTED				\$1,608,072.01		
07-120-288		MBFINANCIAL BANK	CORP BONDS			2,516,179.50	CB	N/A
07-120-289		MBFINANCIAL BANK	EQUITIES			1,113,779.24	EQ	N/A
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			5,722,777.47	MF	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	328,376.56	MM	N/A
07-120-396		MBFINANCIAL BANK	FNMA		4.38%	99,816.00	AC	07/17/2013
07-120-294		MBFINANCIAL BANK	FHLMC		4.88%	54,925.00	AC	11/15/2013
07-120-375		MBFINANCIAL BANK	MATOON		4.50%	9,606.40	MB	12/15/2013
07-120-381		MBFINANCIAL BANK	COLLINSVILLE		5.20%	20,260.20	MB	12/15/2013
07-120-393		MBFINANCIAL BANK	FHLMC		4.50%	51,782.00	AC	04/02/2014
07-120-380		MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-392		MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394		MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-419		MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	MB	06/01/2015
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB	01/01/2016
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	01/01/2016
07-120-363		MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016

VILLAGE OF WILLOWBROOK

RUN: 03/05/13 8:49AM

INVESTMENTS BY INSTITUTION AS OF FEBRUARY 28, 2013

PAGE: 11

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
07-120-410		MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	TN	01/15/2016
07-120-402		MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298		MBFINANCIAL BANK	FNCT		7.00%	1,731.28	AC	02/01/2016
07-120-373		MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-409		MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC	08/03/2016
07-120-367		MBFINANCIAL BANK	FHLB		5.37%	152,704.50	AC	09/09/2016
07-120-421		MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC	09/09/2016
07-120-434		MBFINANCIAL BANK	FNMA		5.25%	118,945.00	AC	09/15/2016
07-120-433		MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC	12/09/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/30/2016
07-120-404		MBFINANCIAL BANK	FFCB		4.63%	105,720.00	AC	03/21/2017
07-120-387		MBFINANCIAL BANK	US T-NOTE		4.25%	100,156.25	TN	11/15/2017
07-120-293		MBFINANCIAL BANK	FHLMC		5.13%	173,685.00	AC	11/17/2017
07-120-365		MBFINANCIAL BANK	FHLB		5.00%	25,000.00	AC	11/21/2017
07-120-389		MBFINANCIAL BANK	FFCB		4.70%	202,900.00	AC	01/17/2018
07-120-405		MBFINANCIAL BANK	FFCB		4.67%	52,400.00	AC	02/27/2018
07-120-383		MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379		MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-426		MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-382		MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-345		MBFINANCIAL BANK	GNMA		5.00%	15,009.31	AC	12/18/2018
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
07-120-313		MBFINANCIAL BANK	FFCB		5.70%	32,133.75	AC	02/01/2019
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	25,345.20	AC	06/15/2019
07-120-372		MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-310		MBFINANCIAL BANK	FHLB		4.37%	104,900.00	AC	07/01/2019
07-120-297		MBFINANCIAL BANK	FFCB		4.45%	30,944.50	AC	12/16/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	72,869.25	AC	12/16/2019
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020
07-120-435		MBFINANCIAL BANK	MCHENRY COUNT		4.85%	57,552.00	MB	12/15/2020
07-120-436		MBFINANCIAL BANK	FFCB		5.03%	184,599.00	AC	10/05/2021
07-120-400		MBFINANCIAL BANK	TRANSIT AUTHY		6.33%	76,738.50	MB	12/01/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	248,695.50	AC	12/10/2021
07-120-384		MBFINANCIAL BANK	FHLB		5.25%	256,522.75	AC	08/15/2022
07-120-295		MBFINANCIAL BANK	FHLB		2.00%	199,600.00	AC	02/16/2023
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	332.41	AC	07/20/2024
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY FPI		5.50%	106,684.00	MB	12/15/2025
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	11,770.40	AC	08/20/2028
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
		TOTAL INVESTED				\$14,254,782.34		
01-110-335		U.S. BANK	LOCKBOX			9,615.00	SV	N/A
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
		GRAND TOTAL INVESTED				\$22,583,571.82		

VILLAGE OF WILLOWBROOK

RUN: 03/05/13 8:49AM

INVESTMENTS BY TYPE AND MATURITY DATE AS OF FEBRUARY 28, 2013

PAGE: 12

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
07-120-396		MBFINANCIAL BANK	FNMA		4.38%	99,816.00	AC	07/17/2013
07-120-294		MBFINANCIAL BANK	FHLMC		4.88%	54,925.00	AC	11/15/2013
07-120-393		MBFINANCIAL BANK	FHLMC		4.50%	51,782.00	AC	04/02/2014
07-120-380		MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-392		MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394		MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-363		MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-402		MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298		MBFINANCIAL BANK	FNCT		7.00%	1,731.28	AC	02/01/2016
07-120-409		MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC	08/03/2016
07-120-367		MBFINANCIAL BANK	FHLB		5.37%	152,704.50	AC	09/09/2016
07-120-421		MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC	09/09/2016
07-120-434		MBFINANCIAL BANK	FNMA		5.25%	118,945.00	AC	09/15/2016
07-120-433		MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC	12/09/2016
07-120-404		MBFINANCIAL BANK	FFCB		4.63%	105,720.00	AC	03/21/2017
07-120-293		MBFINANCIAL BANK	FHLMC		5.13%	173,685.00	AC	11/17/2017
07-120-365		MBFINANCIAL BANK	FHLB		5.00%	25,000.00	AC	11/21/2017
07-120-389		MBFINANCIAL BANK	FFCB		4.70%	202,900.00	AC	01/17/2018
07-120-405		MBFINANCIAL BANK	FFCB		4.67%	52,400.00	AC	02/27/2018
07-120-383		MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379		MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-426		MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-345		MBFINANCIAL BANK	GNMA		5.00%	15,009.31	AC	12/18/2018
07-120-313		MBFINANCIAL BANK	FFCB		5.70%	32,133.75	AC	02/01/2019
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	25,345.20	AC	06/15/2019
07-120-310		MBFINANCIAL BANK	FHLB		4.37%	104,900.00	AC	07/01/2019
07-120-297		MBFINANCIAL BANK	FFCB		4.45%	30,944.50	AC	12/16/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	72,869.25	AC	12/16/2019
07-120-436		MBFINANCIAL BANK	FFCB		5.03%	184,599.00	AC	10/05/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	248,695.50	AC	12/10/2021
07-120-384		MBFINANCIAL BANK	FHLB		5.25%	256,522.75	AC	08/15/2022
07-120-295		MBFINANCIAL BANK	FHLB		2.00%	199,600.00	AC	02/16/2023
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	332.41	AC	07/20/2024
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	11,770.40	AC	08/20/2028
		TOTAL INVESTED				\$3,490,685.05		
07-120-288		MBFINANCIAL BANK	CORP BONDS			2,516,179.50	CB	N/A
07-120-289		MBFINANCIAL BANK	EQUITIES			1,113,779.24	EQ	N/A
07-120-375		MBFINANCIAL BANK	MATOON		4.50%	9,606.40	MB	12/15/2013
07-120-381		MBFINANCIAL BANK	COLLINSVILLE		5.20%	20,260.20	MB	12/15/2013
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-419		MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	MB	06/01/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB	01/01/2016
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	01/01/2016

VILLAGE OF WILLOWBROOK

RUN: 03/05/13 8:49AM

INVESTMENTS BY TYPE AND MATURITY DATE AS OF FEBRUARY 28, 2013

PAGE: 13

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/30/2016
07-120-382		MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-372		MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020
07-120-435		MBFINANCIAL BANK	MCHENRY COUNT		4.85%	57,552.00	MB	12/15/2020
07-120-400		MBFINANCIAL BANK	TRANSIT AUTHY		6.33%	76,738.50	MB	12/01/2021
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY FPI		5.50%	106,684.00	MB	12/15/2025
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
		TOTAL INVESTED				\$640,425.70		
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			5,722,777.47	MF	N/A
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		0.05%	48,104.20	MM	N/A
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.05%	8,476.72	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	154,636.50	MM	N/A
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.30%	321,868.37	MM	N/A
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	52,149.81	MM	N/A
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	1,162,898.65	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	3,917.95	MM	N/A
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	44,252.74	MM	N/A
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	192,242.30	MM	N/A
05-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	21,716.16	MM	N/A
06-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	194.97	MM	N/A
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	477,980.97	MM	N/A
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	101,638.92	MM	N/A
14-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	3,167,787.50	MM	N/A
01-120-154		IMET	POOLED INVEST		0.34%	651,834.56	MM	N/A
01-120-155		IMET	20321-101		0.34%	169,560.67	MM	N/A
08-110-323		IMET	MONEY MARKET		0.34%	32.00	MM	N/A
10-110-325		IMET	MONEY MARKET		0.34%	38.08	MM	N/A
11-110-323		IMET	MONEY MARKET		0.34%	1.74	MM	N/A
11-120-155		IMET	MONEY MARKET			82.39	MM	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	328,376.56	MM	N/A
		TOTAL INVESTED				\$6,907,791.76		
01-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			194,921.35	MV	N/A
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			1,413,150.66	MV	N/A
		TOTAL INVESTED				\$1,608,072.01		
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
01-110-257		COMMUNITY BANK OF WB	SAVINGS			130,737.27	SV	N/A
01-110-335		U.S. BANK	LOCKBOX			9,615.00	SV	N/A
		TOTAL INVESTED				\$140,352.27		
07-120-410		MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	TN	01/15/2016
07-120-373		MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-387		MBFINANCIAL BANK	US T-NOTE		4.25%	100,156.25	TN	11/15/2017

VILLAGE OF WILLOWBROOK

RUN: 03/05/13 8:49AM

INVESTMENTS BY TYPE AND MATURITY DATE AS OF FEBRUARY 28, 2013

PAGE: 14

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
		TOTAL INVESTED				\$442,558.82		
		GRAND TOTAL INVESTED				\$22,583,571.82		

VILLAGE OF WILLOWBROOK

RUN: 03/05/13 8:49AM

INVESTMENTS BY MATURITY DATE AND TYPE AS OF FEBRUARY 28, 2013

PAGE: 15

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
07-120-288		MBFINANCIAL BANK	CORP BONDS			2,516,179.50	CB	N/A
07-120-289		MBFINANCIAL BANK	EQUITIES			1,113,779.24	EQ	N/A
07-120-290		MBFINANCIAL BANK	MUTUAL FUND			5,722,777.47	MF	N/A
01-110-323		COMMUNITY BANK OF WB	MONEY MARKET		0.05%	48,104.20	MM	N/A
01-110-325		COMMUNITY BANK OF WB	MONEY MARKET		0.05%	8,476.72	MM	N/A
01-110-380		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	154,636.50	MM	N/A
02-110-209		COMMUNITY BANK OF WB	MONEY MARKET		0.30%	321,868.37	MM	N/A
07-110-202		COMMUNITY BANK OF WB	MONEY MARKET		0.25%	52,149.81	MM	N/A
01-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	1,162,898.65	MM	N/A
02-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	3,917.95	MM	N/A
03-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	44,252.74	MM	N/A
04-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	192,242.30	MM	N/A
05-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	21,716.16	MM	N/A
06-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	194.97	MM	N/A
09-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	477,980.97	MM	N/A
10-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	101,638.92	MM	N/A
14-110-322		ILLINOIS FUNDS	MONEY MARKET		0.13%	3,167,787.50	MM	N/A
01-120-154		IMET	POOLED INVEST		0.34%	651,834.56	MM	N/A
01-120-155		IMET	20321-101		0.34%	169,560.67	MM	N/A
08-110-323		IMET	MONEY MARKET		0.34%	32.00	MM	N/A
10-110-325		IMET	MONEY MARKET		0.34%	38.08	MM	N/A
11-110-323		IMET	MONEY MARKET		0.34%	1.74	MM	N/A
11-120-155		IMET	MONEY MARKET			82.39	MM	N/A
07-110-335		MBFINANCIAL BANK	MONEY MARKET		0.15%	328,376.56	MM	N/A
01-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			194,921.35	MV	N/A
07-120-900		IMET MARKET VALUE CONTRA	MARKET VALUE			1,413,150.66	MV	N/A
01-110-911		VILLAGE OF WILLOWBROOK	PETTY CASH			950.00	PC	N/A
01-110-257		COMMUNITY BANK OF WB	SAVINGS			130,737.27	SV	N/A
01-110-335		U.S. BANK	LOCKBOX			9,615.00	SV	N/A
07-120-396		MBFINANCIAL BANK	FNMA		4.38%	99,816.00	AC	07/17/2013
07-120-294		MBFINANCIAL BANK	FHLMC		4.88%	54,925.00	AC	11/15/2013
07-120-375		MBFINANCIAL BANK	MATOON		4.50%	9,606.40	MB	12/15/2013
07-120-381		MBFINANCIAL BANK	COLLINSVILLE		5.20%	20,260.20	MB	12/15/2013
07-120-393		MBFINANCIAL BANK	FHLMC		4.50%	51,782.00	AC	04/02/2014
07-120-380		MBFINANCIAL BANK	FHLB		5.25%	51,035.00	AC	09/12/2014
07-120-356		MBFINANCIAL BANK	WHEATON III		5.20%	29,935.80	MB	12/30/2014
07-120-392		MBFINANCIAL BANK	FHLB		4.13%	100,932.00	AC	03/13/2015
07-120-394		MBFINANCIAL BANK	FFCB		4.15%	49,700.00	AC	03/25/2015
07-120-419		MBFINANCIAL BANK	MORTON GROVE		3.25%	50,064.00	MB	06/01/2015
07-120-374		MBFINANCIAL BANK	FHLB		5.50%	150,495.50	AC	06/12/2015
07-120-413		MBFINANCIAL BANK	ROUND LAKE BEA		4.50%	75,618.00	MB	01/01/2016
07-120-414		MBFINANCIAL BANK	ALSIP II BLD AM		4.25%	50,000.00	MB	01/01/2016
07-120-363		MBFINANCIAL BANK	FFCB		4.88%	146,980.50	AC	01/11/2016
07-120-410		MBFINANCIAL BANK	US TREAS INFL I		2.00%	131,464.13	TN	01/15/2016
07-120-402		MBFINANCIAL BANK	FFCB		3.75%	50,280.00	AC	01/29/2016
07-120-298		MBFINANCIAL BANK	FNCT		7.00%	1,731.28	AC	02/01/2016
07-120-373		MBFINANCIAL BANK	US T-NOTE		5.13%	149,332.03	TN	05/15/2016
07-120-409		MBFINANCIAL BANK	FFCB		4.00%	100,242.00	AC	08/03/2016
07-120-367		MBFINANCIAL BANK	FHLB		5.37%	152,704.50	AC	09/09/2016

VILLAGE OF WILLOWBROOK

RUN: 03/05/13 8:49AM

INVESTMENTS BY MATURITY DATE AND TYPE AS OF FEBRUARY 28, 2013

PAGE: 16

ACCOUNT NUMBER	ID. NO.	FINANCIAL INSTITUTION	CERTIFICATE NUMBER	TERM (DAYS)	ANNUAL YIELD	PRINCIPAL	MATURE TYPE	DATE
07-120-421		MBFINANCIAL BANK	FHLB		6.75%	154,370.25	AC	09/09/2016
07-120-434		MBFINANCIAL BANK	FNMA		5.25%	118,945.00	AC	09/15/2016
07-120-433		MBFINANCIAL BANK	FHLB		3.50%	105,217.60	AC	12/09/2016
07-120-415		MBFINANCIAL BANK	AURORA IL		4.00%	25,077.75	MB	12/30/2016
07-120-404		MBFINANCIAL BANK	FFCB		4.63%	105,720.00	AC	03/21/2017
07-120-387		MBFINANCIAL BANK	US T-NOTE		4.25%	100,156.25	TN	11/15/2017
07-120-293		MBFINANCIAL BANK	FHLMC		5.13%	173,685.00	AC	11/17/2017
07-120-365		MBFINANCIAL BANK	FHLB		5.00%	25,000.00	AC	11/21/2017
07-120-389		MBFINANCIAL BANK	FFCB		4.70%	202,900.00	AC	01/17/2018
07-120-405		MBFINANCIAL BANK	FFCB		4.67%	52,400.00	AC	02/27/2018
07-120-383		MBFINANCIAL BANK	FFCB		4.95%	24,969.25	AC	09/10/2018
07-120-379		MBFINANCIAL BANK	FFCB		5.34%	51,339.50	AC	10/22/2018
07-120-426		MBFINANCIAL BANK	FHLB		3.75%	105,060.00	AC	12/14/2018
07-120-382		MBFINANCIAL BANK	COOK COUNTY		5.25%	24,750.00	MB	12/15/2018
07-120-345		MBFINANCIAL BANK	GNMA		5.00%	15,009.31	AC	12/18/2018
07-120-412		MBFINANCIAL BANK	US TREAS INFL I		2.13%	61,606.41	TN	01/15/2019
07-120-313		MBFINANCIAL BANK	FFCB		5.70%	32,133.75	AC	02/01/2019
07-120-408		MBFINANCIAL BANK	FHLB		4.30%	75,942.60	AC	03/06/2019
07-120-369		MBFINANCIAL BANK	FHLB		5.38%	101,790.00	AC	05/15/2019
07-120-296		MBFINANCIAL BANK	GNMA POOL		4.50%	25,345.20	AC	06/15/2019
07-120-372		MBFINANCIAL BANK	SPORTS AUTHRTY		5.45%	25,153.50	MB	06/15/2019
07-120-310		MBFINANCIAL BANK	FHLB		4.37%	104,900.00	AC	07/01/2019
07-120-297		MBFINANCIAL BANK	FFCB		4.45%	30,944.50	AC	12/16/2019
07-120-364		MBFINANCIAL BANK	FFCB		4.95%	72,869.25	AC	12/16/2019
07-120-416		MBFINANCIAL BANK	CRYSTAL LAKE BI		4.65%	25,000.00	MB	01/01/2020
07-120-435		MBFINANCIAL BANK	MCHENRY COUNT		4.85%	57,552.00	MB	12/15/2020
07-120-436		MBFINANCIAL BANK	FFCB		5.03%	184,599.00	AC	10/05/2021
07-120-400		MBFINANCIAL BANK	TRANSIT AUTHY		6.33%	76,738.50	MB	12/01/2021
07-120-386		MBFINANCIAL BANK	FHLB		5.00%	248,695.50	AC	12/10/2021
07-120-384		MBFINANCIAL BANK	FHLB		5.25%	256,522.75	AC	08/15/2022
07-120-295		MBFINANCIAL BANK	FHLB		2.00%	199,600.00	AC	02/16/2023
07-120-309		MBFINANCIAL BANK	GNMA		8.65%	332.41	AC	07/20/2024
07-120-427		MBFINANCIAL BANK	SCHOOL DIST 225		5.70%	50,000.00	MB	12/01/2025
07-120-431		MBFINANCIAL BANK	WILL COUNTY FPI		5.50%	106,684.00	MB	12/15/2025
07-120-299		MBFINANCIAL BANK	GNMA		6.00%	11,770.40	AC	08/20/2028
07-120-359		MBFINANCIAL BANK	HOFFMAN ESTS		5.40%	13,985.55	MB	12/01/2033
TOTAL INVESTED						\$22,583,571.82		
GRAND TOTAL INVESTED						\$22,583,571.82		

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 83.33

RUN: 03/05/13 8:50AM

REVENUE REPORT FOR FEBRUARY, 2013

PAGE: 1

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>GENERAL CORPORATE FUND</u>						
<u>Operating Revenue</u>						
01-1100	Property Taxes	0.00	162,887.46	159,885.00	101.88	-3,002.46
01-1110	Other Taxes	517,919.96	5,274,173.90	5,943,821.00	88.73	669,647.10
01-1120	Licenses	2,295.76	145,260.76	95,270.00	152.47	-49,990.76
01-1130	Permits	7,990.18	185,528.37	113,600.00	163.32	-71,928.37
01-1140	Fines	46,646.44	580,990.60	700,000.00	83.00	119,009.40
01-1150	Transfers-Other Funds	32,451.92	324,519.20	389,423.00	83.33	64,903.80
01-1160	Charges & Fees	9,297.00	47,564.50	42,077.00	113.04	-5,487.50
01-1170	Park & Recreation Revenue	2,482.00	41,737.83	49,557.00	84.22	7,819.17
01-1180	Other Revenue	17,655.57	266,231.11	349,975.00	76.07	83,743.89
**TOTAL	Operating Revenue	636,738.83	7,028,893.73	7,843,608.00	89.61	814,714.27
<u>Non-Operating Revenue</u>						
01-3000	Non-Operating Revenue	308.38	1,940.53	9,176.00	21.15	7,235.47
**TOTAL	Non-Operating Revenue	308.38	1,940.53	9,176.00	21.15	7,235.47
***TOTAL	GENERAL CORPORATE FUND	637,047.21	7,030,834.26	7,852,784.00	89.53	821,949.74

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 83.33

RUN: 03/05/13 8:50AM

REVENUE REPORT FOR FEBRUARY, 2013

PAGE: 2

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>WATER FUND</u>						
<u>Operating Revenue</u>						
02-1160	Charges & Fees	167,113.52	2,032,757.52	2,327,832.00	87.32	295,074.48
**TOTAL	Operating Revenue	167,113.52	2,032,757.52	2,327,832.00	87.32	295,074.48
<u>Non-Operating Revenue</u>						
02-3100	Other Income	148.73	1,346.16	3,000.00	44.87	1,653.84
02-3200	Charges & Fees	0.00	1,200.00	1,500.00	80.00	300.00
**TOTAL	Non-Operating Revenue	148.73	2,546.16	4,500.00	56.58	1,953.84
***TOTAL	WATER FUND	167,262.25	2,035,303.68	2,332,332.00	87.26	297,028.32
<u>HOTEL/MOTEL TAX FUND</u>						
<u>Operating Revenue</u>						
03-1110	Other Taxes	3,306.31	54,416.70	62,220.00	87.46	7,803.30
03-1160	Charges & Fees	0.00	0.00	0.00	0.00	0.00
03-1180	Other Revenue	0.00	125.00	0.00	0.00	-125.00
**TOTAL	Operating Revenue	3,306.31	54,541.70	62,220.00	87.66	7,678.30
<u>Non-Operating Revenue</u>						
03-3100	Other Income	6.21	37.26	10.00	372.60	-27.26
**TOTAL	Non-Operating Revenue	6.21	37.26	10.00	372.60	-27.26
<u>Transfers</u>						
03-4000	Transfers	0.00	0.00	0.00	0.00	0.00
**TOTAL	Transfers	0.00	0.00	0.00	0.00	0.00
***TOTAL	HOTEL/MOTEL TAX FUND	3,312.52	54,578.96	62,230.00	87.71	7,651.04
<u>MOTOR FUEL TAX FUND</u>						
<u>Operating Revenue</u>						
04-1110	Other Taxes	17,157.16	212,361.26	222,328.00	95.52	9,966.74
**TOTAL	Operating Revenue	17,157.16	212,361.26	222,328.00	95.52	9,966.74
<u>Non-Operating Revenue</u>						
04-3100	Other Income	20.04	126.24	208.00	60.69	81.76
**TOTAL	Non-Operating Revenue	20.04	126.24	208.00	60.69	81.76
***TOTAL	MOTOR FUEL TAX FUND	17,177.20	212,487.50	222,536.00	95.48	10,048.50

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 83.33

RUN: 03/05/13 8:50AM

REVENUE REPORT FOR FEBRUARY, 2013

PAGE: 3

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
<u>T I F SPECIAL REVENUE FUND</u>						
<u>Operating Revenue</u>						
05-1000	Operating Revenue	16,383.78	801,233.44	728,744.00	109.95	-72,489.44
**TOTAL	Operating Revenue	16,383.78	801,233.44	728,744.00	109.95	-72,489.44
<u>Non-Operating Revenue</u>						
05-3100	Other Income	18.96	162.31	8.00	2,028.88	-154.31
**TOTAL	Non-Operating Revenue	18.96	162.31	8.00	2,028.88	-154.31
***TOTAL	T I F SPECIAL REVENUE FUND	16,402.74	801,395.75	728,752.00	109.97	-72,643.75
<u>SSA ONE BOND FUND</u>						
<u>Operating Revenue</u>						
06-1000	Operating Revenue	0.00	320,914.25	320,760.00	100.05	-154.25
**TOTAL	Operating Revenue	0.00	320,914.25	320,760.00	100.05	-154.25
<u>Non-Operating Revenue</u>						
06-3000	Non-Operating Revenue	2.43	32.69	0.00	0.00	-32.69
**TOTAL	Non-Operating Revenue	2.43	32.69	0.00	0.00	-32.69
***TOTAL	SSA ONE BOND FUND	2.43	320,946.94	320,760.00	100.06	-186.94
<u>POLICE PENSION FUND</u>						
<u>Operating Revenue</u>						
07-1150	Transfers-Other Funds	44,768.30	492,451.30	581,988.00	84.62	89,536.70
07-1180	Other Revenue	12,322.90	143,631.88	169,305.00	84.84	25,673.12
**TOTAL	Operating Revenue	57,091.20	636,083.18	751,293.00	84.67	115,209.82
<u>Non-Operating Revenue</u>						
07-3100	Other Income	14.09	543,900.36	300,000.00	181.30	-243,900.36
**TOTAL	Non-Operating Revenue	14.09	543,900.36	300,000.00	181.30	-243,900.36
***TOTAL	POLICE PENSION FUND	57,105.29	1,179,983.54	1,051,293.00	112.24	-128,690.54
<u>SSA ONE PROJECT FUND</u>						
<u>Operating Revenue</u>						
08-1000	Operating Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	0.00	0.00	0.00	0.00	0.00

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 83.33
 RUN: 03/05/13 8:50AM

REVENUE REPORT FOR FEBRUARY, 2013

PAGE: 4

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
	<u>Non-Operating Revenue</u>					
08-3000	Non-Operating Revenue	32.00	125.11	0.00	0.00	-125.11
**TOTAL	Non-Operating Revenue	32.00	125.11	0.00	0.00	-125.11
***TOTAL	SSA ONE PROJECT FUND	32.00	125.11	0.00	0.00	-125.11
	<u>WATER CAPITAL IMPROVEMENTS FUND</u>					
	<u>Operating Revenue</u>					
09-1000	Operating Revenue	0.00	120,496.00	187,976.00	64.10	67,480.00
**TOTAL	Operating Revenue	0.00	120,496.00	187,976.00	64.10	67,480.00
	<u>Non-Operating Revenue</u>					
09-3000	Non-Operating Revenue	48.20	123.47	200.00	61.74	76.53
**TOTAL	Non-Operating Revenue	48.20	123.47	200.00	61.74	76.53
***TOTAL	WATER CAPITAL IMPROVEMENTS FUND	48.20	120,619.47	188,176.00	64.10	67,556.53
	<u>CAPITAL PROJECT FUND</u>					
	<u>UNKNOWN SUBJECT # 0000</u>					
10- 0	UNKNOWN SUBJECT # 0000	0.00	0.00	0.00	0.00	0.00
**TOTAL	UNKNOWN SUBJECT # 0000	0.00	0.00	0.00	0.00	0.00
	<u>Operating Revenue</u>					
10-1000	Operating Revenue	0.00	0.00	0.00	0.00	0.00
10-1180	Other Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	0.00	0.00	0.00	0.00	0.00
	<u>Non-Operating Revenue</u>					
10-3000	Non-Operating Revenue	18.06	118.75	200.00	59.38	81.25
**TOTAL	Non-Operating Revenue	18.06	118.75	200.00	59.38	81.25
***TOTAL	CAPITAL PROJECT FUND	18.06	118.75	200.00	59.38	81.25
	<u>2008 BOND FUND</u>					
	<u>Operating Revenue</u>					
11-1180	Other Revenue	0.00	0.00	0.00	0.00	0.00
**TOTAL	Operating Revenue	0.00	0.00	0.00	0.00	0.00

VILLAGE OF WILLOWBROOK

PRCT. OF YR: 83.33

RUN: 03/05/13 8:50AM

REVENUE REPORT FOR FEBRUARY, 2013

PAGE: 5

ACCT. NO.	DESCRIPTION	RECEIVED THIS MONTH	RECEIVED THIS YEAR	BUDGET AMOUNT	PERCENT COLLECTED	BUDGET REMAINING
	<u>Non-Operating Revenue</u>					
11-3000	Non-Operating Revenue	-0.06	158,744.11	158,744.00	100.00	-0.11
**TOTAL	Non-Operating Revenue	-0.06	158,744.11	158,744.00	100.00	-0.11
***TOTAL	2008 BOND FUND	-0.06	158,744.11	158,744.00	100.00	-0.11
	<u>FUND SUMMARY</u>					
1	GENERAL CORPORATE	637,047.21	7,030,834.26	7,852,784.00	89.53	821,949.74
2	WATER	167,262.25	2,035,303.68	2,332,332.00	87.26	297,028.32
3	HOTEL/MOTEL TAX	3,312.52	54,578.96	62,230.00	87.71	7,651.04
4	MOTOR FUEL TAX	17,177.20	212,487.50	222,536.00	95.48	10,048.50
5	T I F SPECIAL REVENUE	16,402.74	801,395.75	728,752.00	109.97	-72,643.75
6	SSA ONE BOND & INTEREST	2.43	320,946.94	320,760.00	100.06	-186.94
7	POLICE PENSION	57,105.29	1,179,983.54	1,051,293.00	112.24	-128,690.54
8	SSA ONE PROJECT	32.00	125.11	0.00	0.00	-125.11
9	WATER CAPITAL IMPROVEMENTS	48.20	120,619.47	188,176.00	64.10	67,556.53
10	CAPITAL PROJECT	18.06	118.75	200.00	59.38	81.25
11	2008 BOND	-0.06	158,744.11	158,744.00	100.00	-0.11
	TOTALS ALL FUNDS	898,407.84	11,915,138.07	12,917,807.00	92.24	1,002,668.93

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR FEBRUARY, 2013
 GENERAL CORPORATE FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>VILLAGE BOARD & CLERK</u>								
01-05-410-3	GENERAL MANAGEMENT	2,071.08	24,097.15	63.39	38,013.00	13,915.85	31.70	76,026.00
01-05-420-3	COMMUNITY RELATIONS	0.00	226.25	22.63	1,000.00	773.75	11.31	2,000.00
01-05-425-6	CAPITAL IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-430-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	VILLAGE BOARD & CLERK	2,071.08	24,323.40	62.35	39,013.00	14,689.60	31.17	78,026.00
<u>BOARD OF POLICE COMMISSIONERS</u>								
01-07-435-3	ADMINISTRATION	0.00	673.00	5.27	12,775.00	12,102.00	2.63	25,550.00
01-07-440-5	OTHER	500.00	1,085.00	10.33	10,500.00	9,415.00	5.17	21,000.00
01-07-445-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	BOARD OF POLICE COMMISSIONERS	500.00	1,758.00	7.55	23,275.00	21,517.00	3.78	46,550.00
<u>ADMINISTRATION</u>								
01-10-455-5	GENERAL MANAGEMENT	29,652.42	659,769.59	95.05	694,147.00	34,377.41	47.52	1,388,294.00
01-10-460-3	DATA PROCESSING	114.77	7,219.22	144.38	5,000.00	-2,219.22	72.19	10,000.00
01-10-461-1	LEGISLATIVE SUPPORT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-465-2	ADMINISTRATION-GENERAL ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-466-3	BUILDINGS	8,076.42	40,566.91	79.51	51,020.00	10,453.09	39.76	102,040.00
01-10-470-2	LEGAL SERVICES	12,330.00	102,495.25	78.84	130,000.00	27,504.75	39.42	260,000.00
01-10-471-2	FINANCIAL AUDIT	0.00	1,750.00	14.89	11,750.00	10,000.00	7.45	23,500.00
01-10-475-3	COMMUNITY RELATIONS	454.19	5,527.32	81.16	6,810.00	1,282.68	40.58	13,620.00
01-10-480-2	RISK MANAGEMENT	0.00	207,975.00	98.47	211,209.00	3,234.00	49.23	422,418.00
01-10-485-6	CAPITAL IMPROVEMENTS	16,298.00	46,841.19	129.74	36,105.00	-10,736.19	64.87	72,210.00
01-10-490-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	ADMINISTRATION	66,925.80	1,072,144.48	93.55	1,146,041.00	73,896.52	46.78	2,292,082.00
<u>PLANNING & ECONOMIC DEVELOPMENT</u>								
01-15-510-4	GENERAL MANAGEMENT	3,471.35	35,575.99	73.22	48,589.00	13,013.01	36.61	97,178.00
01-15-515-4	DATA PROCESSING	0.00	209.48	6.76	3,100.00	2,890.52	3.38	6,200.00
01-15-520-2	ENGINEERING	6,260.99	56,684.85	79.95	70,900.00	14,215.15	39.98	141,800.00
01-15-535-2	RISK MANAGEMENT	0.00	0.00	0.00	2,500.00	2,500.00	0.00	5,000.00
01-15-540-6	CAPITAL IMPROVEMENTS	0.00	3,258.81	105.84	3,079.00	-179.81	52.92	6,158.00
01-15-544-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PLANNING & ECONOMIC DEVELOPMENT	9,732.34	95,729.13	74.69	128,168.00	32,438.87	37.35	256,336.00
<u>PARKS & RECREATION DEPT</u>								
01-20-550-3	ADMINISTRATION	2,797.06	43,752.24	77.76	56,265.00	12,512.76	38.88	112,530.00
01-20-555-3	PARKS & RECREATION-ADMINISTRATION	0.00	139.65	34.91	400.00	260.35	17.46	800.00
01-20-560-2	ADMINISTRATION	0.00	0.00	0.00	2,500.00	2,500.00	0.00	5,000.00
01-20-565-3	LANDSCAPING	0.00	36,790.71	52.05	70,677.00	33,886.29	26.03	141,354.00
01-20-570-4	MAINTENANCE	98.35	28,820.24	72.60	39,700.00	10,879.76	36.30	79,400.00
01-20-575-5	SUMMER PROGRAM	919.64	15,713.73	81.49	19,284.00	3,570.27	40.74	38,568.00
01-20-580-5	FALL PROGRAM	2,288.67	5,617.67	58.67	9,575.00	3,957.33	29.34	19,150.00
01-20-585-5	WINTER PROGRAM	2,797.66	11,008.00	61.85	17,798.00	6,790.00	30.92	35,596.00
01-20-590-5	SPECIAL RECREATION SERVICES	0.00	40,558.59	64.33	63,047.00	22,488.41	32.17	126,094.00
01-20-595-6	CAPITAL IMPROVEMENTS	2,875.00	51,592.99	94.83	54,403.00	2,810.01	47.42	108,806.00
01-20-599-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PARKS & RECREATION DEPT	11,776.38	233,993.82	70.13	333,649.00	99,655.18	35.07	667,298.00
<u>FINANCE DEPARTMENT</u>								
01-25-610-4	GENERAL MANAGEMENT	9,324.31	100,632.21	77.66	129,575.00	28,942.79	38.83	259,150.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR FEBRUARY, 2013
 GENERAL CORPORATE FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
01-45-849-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	PLAN COMMISSION	0.00	711.25	0.00	0.00	-711.25	0.00	0.00
***TOTAL	GENERAL CORPORATE FUND	505,732.16	5,888,152.30	81.98	7,181,991.00	1,293,838.70	40.99	14,363,982.00

VILLAGE OF WILLOWBROOK
EXPENDITURE REPORT FOR FEBRUARY, 2013
WATER FUND

PRCT. OF YR: 83.33
RUN: 03/05/13 8:51AM

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>WATER DEPARTMENT</u>								
02-50-401-4	ADMINISTRATION	21,582.30	242,462.56	89.12	272,072.00	29,609.44	44.56	544,143.00
02-50-405-2	ENGINEERING	0.00	0.00	0.00	2,575.00	2,575.00	0.00	5,150.00
02-50-410-5	INTERFUND TRANSFERS	32,451.92	442,797.20	76.98	575,181.00	132,383.80	38.49	1,150,362.00
02-50-415-2	RISK MANAGEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
02-50-417-4	EDP	3,663.00	15,664.35	83.40	18,782.00	3,117.65	41.70	37,564.00
02-50-420-5	WATER PRODUCTION	102,392.00	967,777.69	77.35	1,251,171.00	283,393.31	38.67	2,502,342.00
02-50-425-4	WATER STORAGE	908.63	9,019.08	148.10	6,090.00	-2,929.08	74.05	12,180.00
02-50-430-4	TRANSPORTATION & DISTRIBUTION	13,934.57	138,863.73	252.36	55,025.00	-83,838.73	126.18	110,050.00
02-50-435-4	METERS & BILLING	3,037.47	15,460.80	137.31	11,260.00	-4,200.80	68.65	22,520.00
02-50-440-6	CAPITAL IMPROVEMENTS	2,076.75	27,104.03	108.42	25,000.00	-2,104.03	54.21	50,000.00
02-50-449-7	CONTINGENCIES-DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	WATER DEPARTMENT	180,046.64	1,859,149.44	83.85	2,217,156.00	358,006.56	41.93	4,434,311.00
***TOTAL	WATER FUND	180,046.64	1,859,149.44	83.85	2,217,156.00	358,006.56	41.93	4,434,311.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR FEBRUARY, 2013
 HOTEL/MOTEL TAX FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>HOTEL/MOTEL</u>							
03-53-401-4	ADMINISTRATION	2,000.00	12,684.41	101.77	12,464.00	-220.41	50.88	24,928.00
03-53-435-3	PUBLIC RELATIONS & PROMOTION	8,024.37	24,422.19	37.00	66,005.00	41,582.81	18.50	132,010.00
03-53-436-3	SPECIAL EVENTS	0.00	1,622.66	36.06	4,500.00	2,877.34	18.03	9,000.00
03-53-449-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	HOTEL/MOTEL	10,024.37	38,729.26	46.68	82,969.00	44,239.74	23.34	165,938.00
***TOTAL	HOTEL/MOTEL TAX FUND	10,024.37	38,729.26	46.68	82,969.00	44,239.74	23.34	165,938.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR FEBRUARY, 2013
 MOTOR FUEL TAX FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>MOTOR FUEL TAX</u>							
04-56-401-3	PAVEMENT MARKINGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-405-3	ROAD SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-410-3	SNOW REMOVAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-415-2	STREET LIGHTING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-420-2	TRAFFIC SIGNALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-425-3	STREET MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04-56-430-6	CAPITAL IMPROVEMENTS	0.00	186,000.00	100.00	186,000.00	0.00	50.00	372,000.00
04-56-439-7	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	MOTOR FUEL TAX	0.00	186,000.00	100.00	186,000.00	0.00	50.00	372,000.00
***TOTAL	MOTOR FUEL TAX FUND	0.00	186,000.00	100.00	186,000.00	0.00	50.00	372,000.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR FEBRUARY, 2013
 T I F SPECIAL REVENUE FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
05-59-401-3	ADMINISTRATION - GENERAL	725.00	56,958.86	117.06	48,657.00	-8,301.86	58.53	97,314.00
05-59-410-5	PRINCIPAL EXPENSE	0.00	752,886.45	110.82	679,407.00	-73,479.45	55.41	1,358,814.00
05-59-425-2	ATTORNEY FEES	0.00	600.00	0.00	0.00	-600.00	0.00	0.00
***TOTAL	T I F SPECIAL REVENUE FUND	725.00	810,445.31	111.32	728,064.00	-82,381.31	55.66	1,456,128.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR FEBRUARY, 2013
 SSA ONE BOND FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
	<u>SSA BOND</u>							
06-60-550-4	DEBT SERVICE	0.00	320,760.00	100.00	320,760.00	0.00	50.00	641,520.00
06-60-555-7	SSA BOND & INTEREST FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	SSA BOND	0.00	320,760.00	100.00	320,760.00	0.00	50.00	641,520.00
***TOTAL	SSA ONE BOND FUND	0.00	320,760.00	100.00	320,760.00	0.00	50.00	641,520.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR FEBRUARY, 2013
 POLICE PENSION FUND

PRCT. OF YR: 83.33
 RUN: 03/05/13 8:51AM

PAGE: 9

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
07-62-401-5	POLICE PENSION FUND	56,967.47	542,717.05	83.72	648,247.00	105,529.95	41.86	1,296,496.00
***TOTAL	POLICE PENSION FUND	56,967.47	542,717.05	83.72	648,247.00	105,529.95	41.86	1,296,496.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR FEBRUARY, 2013
 SSA ONE PROJECT FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>BUILDING AND ZONING DEPT</u>								
08-40-401-9	SSA FUND ONE PROJECT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	BUILDING AND ZONING DEPT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>SSA ONE PROJECT</u>								
08-63-401-9	SSA FUND ONE PROJECT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08-63-445-6	PUBLIC IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08-63-555-7	SSA ONE PROJECT FUND	0.00	51,834.56	0.00	0.00	-51,834.56	50.29	103,076.00
**TOTAL	SSA ONE PROJECT	0.00	51,834.56	0.00	0.00	-51,834.56	50.29	103,076.00
***TOTAL	SSA ONE PROJECT FUND	0.00	51,834.56	0.00	0.00	-51,834.56	50.29	103,076.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR FEBRUARY, 2013
 WATER CAPITAL IMPROVEMENTS FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>WATER CAPITAL IMPROVEMENTS</u>								
09-65-405-2	WATER CAPITAL IMPROV FUND	0.00	0.00	0.00	0.00	0.00	0.00	103,076.00
09-65-410-5	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
09-65-440-6	CAPITAL IMPROVEMENTS	0.00	53,094.49	36.59	145,100.00	92,005.51	18.30	290,200.00
**TOTAL	WATER CAPITAL IMPROVEMENTS	0.00	53,094.49	36.59	145,100.00	92,005.51	13.50	393,276.00
***TOTAL	WATER CAPITAL IMPROVEMENTS FUND	0.00	53,094.49	36.59	145,100.00	92,005.51	13.50	393,276.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR FEBRUARY, 2013
 CAPITAL PROJECT FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
<u>CAPITAL PROJECTS</u>								
10-68-430-5	CAPITAL PROJECTS FUND	0.00	53,016.00	100.00	53,016.00	0.00	50.00	106,032.00
10-68-540-4	PUBLIC WORKS FACILITY ARCHITECT FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-68-545-4	75TH ST EXTENSION PROJECT	0.00	428.00	95.11	450.00	22.00	47.56	900.00
10-68-550-4	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**TOTAL	CAPITAL PROJECTS	0.00	53,444.00	99.96	53,466.00	22.00	49.98	106,932.00
***TOTAL	CAPITAL PROJECT FUND	0.00	53,444.00	99.96	53,466.00	22.00	49.98	106,932.00

VILLAGE OF WILLOWBROOK
 EXPENDITURE REPORT FOR FEBRUARY, 2013
 2008 BOND FUND

ACCT. NO.	DESCRIPTION	EXPENDED THIS MONTH	EXPENDED THIS YEAR	PRCT. BUDGET	WORKING BUDGET	BUDGET REMAINING	PRCT. APPROP.	APPROP.
***TOTAL	2008 BOND FUND	0.00	158,743.76	100.00	158,744.00	0.24	50.00	317,488.00
	<u>FUND SUMMARY</u>							
1	GENERAL CORPORATE	505,732.16	5,888,152.30	81.98	7,181,991.00	1,293,838.70	40.99	14,363,982.00
2	WATER	180,046.64	1,859,149.44	83.85	2,217,156.00	358,006.56	41.93	4,434,311.00
3	HOTEL/MOTEL TAX	10,024.37	38,729.26	46.68	82,969.00	44,239.74	23.34	165,938.00
4	MOTOR FUEL TAX	0.00	186,000.00	100.00	186,000.00	0.00	50.00	372,000.00
5	T I F SPECIAL REVENUE	725.00	810,445.31	111.32	728,064.00	-82,381.31	55.66	1,456,128.00
6	SSA ONE BOND & INTEREST	0.00	320,760.00	100.00	320,760.00	0.00	50.00	641,520.00
7	POLICE PENSION	56,967.47	542,717.05	83.72	648,247.00	105,529.95	41.86	1,296,496.00
8	SSA ONE PROJECT	0.00	51,834.56	0.00	0.00	-51,834.56	50.29	103,076.00
9	WATER CAPITAL IMPROVEMENTS	0.00	53,094.49	36.59	145,100.00	92,005.51	13.50	393,276.00
10	CAPITAL PROJECT	0.00	53,444.00	99.96	53,466.00	22.00	49.98	106,932.00
11	2008 BOND	0.00	158,743.76	100.00	158,744.00	0.24	50.00	317,488.00
	TOTALS ALL FUNDS	753,495.64	9,963,070.17	84.99	11,722,497.00	1,759,426.83	42.13	23,651,147.00

**VILLAGE OF WILLOWBROOK
FINANCIAL REPORT
MUNICIPAL SALES AND USE TAXES**

MONTH SALE							
DIST	MADE	08-09	09-10	10-11	11-12	12-13	13-14
MAY	FEB	\$ 230,603	\$ 216,102	\$ 223,555	\$ 254,811	\$ 261,216	
JUNE	MAR	254,996	252,558	281,024	296,840	308,159	
JULY	APR	250,123	239,611	259,844	281,808	288,609	
AUG	MAY	303,260	278,006	284,173	276,985	316,487	
SEPT	JUNE	294,396	284,544	314,663	318,524	336,664	
OCT	JULY	277,421	269,750	276,383	300,424	291,508	
NOV	AUG	265,822	267,033	279,375	326,134	330,699	
DEC	SEPT	263,557	253,713	260,636	296,490	300,348	
JAN	OCT	238,194	236,393	273,809	272,291	282,374	
FEB	NOV	290,210	253,516	290,009	296,763	306,325	
MARCH	DEC	313,051	339,352	355,102	387,223		
APRIL	JAN	216,559	193,834	234,660	253,944		
TOTAL		\$ 3,198,192	\$ 3,084,413	\$ 3,333,234	\$ 3,562,238	\$ 3,022,390	
MTH AVG		\$ 266,516	\$ 257,034	\$ 277,769	\$ 296,853	\$ 302,239	
BUDGET		\$ 3,327,630	\$ 3,018,750	\$ 3,121,250	\$ 3,217,250	\$ 3,493,374	\$ 3,447,000

YEAR TO DATE LAST YEAR : \$ 2,921,071
 YEAR TO DATE THIS YEAR : \$ 3,022,390
 DIFFERENCE : \$ 101,319

PERCENTAGE OF INCREASE :

3.47%

CURRENT FISCAL YEAR :

BUDGETED REVENUE: \$ 3,493,374
 PERCENTAGE OF YEAR COMPLETED : 83.33%
 PERCENTAGE OF REVENUE TO DATE : 86.52%
 PROJECTION OF ANNUAL REVENUE : \$ 3,685,797
 EST. DOLLAR DIFF ACTUAL TO BUDGET \$ 192,423
 EST. PERCENT DIFF ACTUAL TO BUDGET **5.5%**

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK -- TITLE 1, CHAPTER 5, SECTION 1-5-3 -- MEETINGS; PUBLIC COMMENT

AGENDA NO.

5f

AGENDA DATE: 3/11/13

STAFF REVIEW: Tim Halik,
Village Administrator

SIGNATURE:

LEGAL REVIEW: William Hennessy, Village Attorney

SIGNATURE:

RECOMMENDED BY: Tim Halik,
Village Administrator

SIGNATURE:

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)

On October 25, 2010, the Village Board passed Ordinance No. 10-O-22, which served to amend Section 1-5-3 of the Village Code to allow for attendance of meetings by means other than physical presence (i.e., telephone conference). This amendment added two (2) new sub-sections to the existing text of the code.

On October 10, 2011, the Village Board passed Ordinance No. 11-O-17, which served to again amend Section 1-5-3 of the Village Code to establish rules governing public comment at all open meetings of the Village. This amendment added one (1) new sub-section to the existing text of the code.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

Recently, while seeking to reference the telephonic attendance provisions of the code which were approved in 2010, they were not found within the codified ordinance. After further review, it was discovered that the amendment passed in 2010 was never codified. Therefore, the two (2) new paragraphs pertaining to telephonic attendance at meetings were never inserted into the Village Code of Ordinances.

As a housekeeping matter, the attached ordinance was drafted which includes both the 2010 and 2011 amendments to Section 1-5-3 to correct this matter. Once it is passed by the Village Board, it will be sent to the codifier to correct the ordinance.

ACTION PROPOSED:

Pass the Ordinance.

ORDINANCE NO. 10-0- 22

AN ORDINANCE AMENDING THE VILLAGE CODE
OF THE VILLAGE OF WILLOWBROOK ---TITLE 1,
SECTION 1-5-3, MEETINGS

BE IT ORDAINED by the President and Board of Trustees of the Village of Willowbrook, Du Page County, Illinois, that the Village Code of the Village of Willowbrook be amended as follows:

SECTION ONE: That Title 1, Section 1-5-3 of the Village Code of the Village of Willowbrook entitled "Meetings" is deleted in its entirety and, in lieu thereof, the following language shall be substituted:

1-5-3 MEETINGS:

A. Open Meetings Act: All meetings of the village's corporate authorities shall be conducted in conformance with the requirements of "the open meetings act", 5 Illinois Compiled Statutes 120/1 et seq.

ADDED B. Attendance By Means Other Than Physical Presence: In accordance with Section 7 of "the open meetings act", 5 Illinois Compiled Statutes 120/7, a member of the village's corporate authorities may attend a meeting of that public body by means of a telephone conference if a majority of the body's quorum allows attendance by such other means for the reason that the member is prevented from physically attending because of: (i) personal illness or disability; (ii) employment purposes or the business of the village; or (iii) a family or other emergency.

ADDED C. Notice: If a member of the village's corporate authorities wishes to attend a meeting of that public body by means of a telephone conference, the member must so notify the village's clerk or deputy clerk before the day of the meeting of the specific reason why the member is physically prevented from attending unless such advance notice is impractical.

SECTION TWO: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION THREE: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED and APPROVED this 25 day of October, 2010.

APPROVED:

Robert A. Napoli
Robert A. Napoli,
Village President

ATTEST:

Leroy Hansen
Leroy Hansen
Village Clerk

ROLL CALL VOTE:

AYES: Baker, Kelly, Mistale, Davi, O'Connor

NAYES: 0

ABSTENTIONS: 0

ABSENT: Schwenbeck

ORDINANCE NO. 11-0-17

AN ORDINANCE AMENDING WILLOWBROOK MUNICIPAL CODE SECTION 1-5-3
BY ESTABLISHING AND RECORDING RULES GOVERNING PUBLIC COMMENT
AT ALL OPEN MEETINGS OF THE VILLAGE IN CONFORMANCE WITH THE
REQUIREMENTS OF THE ILLINOIS OPEN MEETINGS ACT

PREAMBLE

WHEREAS, the intendment of this Amendatory Ordinance is to achieve a fair and reasonable accommodation between the significant interest of Village officials in effectively conducting government business at their open meetings with the equally significant interest of the people in addressing said officials and commenting upon such business at those meetings; and,

WHEREAS, by its adoption of this Amendatory Ordinance, the Village hereby affirms its continuing commitment to open and transparent governance and its formal recognition that, as its open meetings are a public forum, such meetings must allow for such public participation; and,

WHEREAS, that this Amendatory Ordinance does hereafter set forth procedures governing public participation at the Village's open meetings as are in accordance with the recent amendment to the Illinois Open Meetings Act affirmatively permitting all persons a reasonable opportunity to address the Village's officials at said meetings under such rules as are established and recorded by its corporate authorities, and,

NOW THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, Du Page County, Illinois, as follows:

SECTION ONE: That the recitals set forth in the foregoing Preamble are hereby incorporated herein and made a part of this Amendatory Ordinance as though fully set forth in this section.

SECTION TWO: That Title 1, Chapter 5, Section 1-5-3 of the Village Code of the Village of Willowbrook entitled, "Meetings" is hereby deleted in its entirety and, in lieu thereof, the following language shall be substituted:

1-5-3: MEETINGS; PUBLIC COMMENT

A. MEETINGS: All meetings of the Village shall be conducted in conformance with the requirements of "The Illinois Open Meetings Act," 5 Illinois Compiled Statutes 120/1 et seq.

AADED **B. PUBLIC COMMENT:** Pursuant to the Village's rule-making authority set forth in the Illinois Open Meetings Act, the rules governing public comment at all open meetings of this Village shall be as follows:

- 1. There shall be a public comment period listed as a "Visitors' Business" item near the beginning of the meeting agenda for all open meetings of the Village; and, that such Visitors' Business shall consist of all matters that touch upon and relate to the affairs and activities of Village government.*
- 2. All persons wishing to address Village officials and comment upon such Village Business during said meetings' public comment period shall fill out a speakers' sign-in sheet and tender the same to the Deputy Clerk.*

3. *Only those persons who have filled out such a speaker's sign-in sheet will thereafter be called to the podium by the meeting's presiding officer during said public comment period to address Village officials and comment upon Village Business.*
4. *All those speakers called to the podium shall, at the outset, identify themselves and give their residential address by street, town, village or city before they offer any comment whatever at the meeting.*
5. *Speakers shall limit their commentary to 3 minutes. Should any speaker wish to offer further comment at the meeting beyond the time allotted, he or she may tender such further comment in written form to the Deputy Clerk; and, no speaker shall be permitted to address the meeting more than once during the said public comment period.*
6. *Speakers shall relate their commentary to matters of Village Business.*
7. *Speakers shall at all times address the meeting's presiding officer, not the audience.*
8. *Speakers shall offer their commentary only from the podium.*
9. *Speakers shall confine their remarks to commentary.*
10. *Speakers shall not use their commentary time in an attempt to interrogate any Village official nor in an attempt to force any official to engage in debate on any issue or matter.*
11. *Speakers shall return to their seat or leave the meeting room at the end of their remarks.*
12. *Speakers shall refrain from unduly repetitious remarks during their allotted commentary time.*
13. *Speakers shall not employ profane, defamatory or threatening language nor shall they engage in any personal attacks.*

14. *Speakers shall respect both the decorum of the meeting and any admonitions as are given them by the meeting's presiding officer to respect the customary requirements of good taste and proper behavior.*

15. *Speakers whose speech and/or behavior disrupts the orderly conduct of the public meeting or threatens the public safety are subject to removal from the meeting by the Sergeant at Arms upon a finding by the meeting's presiding officer that such speech and/or behavior has clearly violated any of these rules.*

SECTION THREE: That all Ordinances and Resolutions, or parts thereof, in conflict with any of the provisions of this Amendatory Ordinance are hereby, to the extent of such conflict, expressly repealed.

SECTION FOUR: That this Amendatory Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED and APPROVED this 10th day of October, 2011.

APPROVED:

Robert A. Napoli
Village Mayor

ATTEST

Leroy Hansen
Village Clerk

ROLL CALL VOTE:

AYES: BAKER, BERGLUND, DAVIS, KELLY, TRILLA

NAYES: Ø

ABSTENTIONS: Ø

ABSENT: MISTELE



ORDINANCE NO. 13-O-_____

AN ORDINANCE AMENDING THE VILLAGE CODE OF THE
VILLAGE OF WILLOWBROOK -- TITLE 1, CHAPTER 5, SECTION 1-5-3 --
MEETINGS; PUBLIC COMMENT

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village Code of the Village of Willowbrook be amended as follows:

SECTION ONE: That Title 1, Chapter 5, Section 1-5-3 of the Village Code of the Village of Willowbrook entitled "MEETINGS; PUBLIC COMMENT" is hereby deleted in its entirety and, in lieu thereof, the following language shall be substituted:

"1-5-3: MEETINGS; PUBLIC COMMENT:

- (A) Meetings: All meetings of the village shall be conducted in conformance with the requirements of the "Illinois open meetings act", 5 Illinois Compiled Statutes 120/1 et seq.
- (B) Attendance By Means Other Than Physical Presence: In accordance with Section 7 of "the open meetings act", 5 Illinois Compiled Statutes 120/7, a member of the village's corporate authorities may attend a meeting of that public body by means of a telephone conference if a majority of the body's quorum allows attendance by such other means for the reason that the member is prevented from physically attending because of: (i) personal illness or disability; (ii) employment purposes of the business of the village; or (iii) a family or other emergency.
- (C) Notice: If a member of the village's corporate authorities wishes to attend a meeting of that public body by means of a telephone conference, the member must so notify the village's clerk or deputy clerk before the day of the meeting of the specific reason why the member is physically prevented from attending unless such advance notice is impractical.
- (D) Public Comment: Pursuant to the village's rulemaking authority set forth in the Illinois open meetings act, the rules governing public comment at all open meetings of this village shall be as follows:
 - 1. There shall be a public comment period listed as a "visitors' business" item near the beginning of the meeting agenda for all open meetings of the village; and, that such visitors' business shall consist of all matters that touch upon and relate to the affairs and activities of village government.

2. All persons wishing to address village officials and comment upon such village business during said meetings' public comment period shall fill out speakers' sign in sheet and tender the same to the deputy clerk.
3. Only those persons who have filled out such a speaker's sign in sheet will thereafter be called to the podium by the meeting's presiding officer during said public comment period to address village officials and comment upon village business.
4. All those speakers called to the podium shall, at the outset, identify themselves and give their residential address by street, town, village or city before they offer any comment whatever at the meeting.
5. Speakers shall limit their commentary to three (3) minutes. Should any speaker wish to offer further comment at the meeting beyond the time allotted, he or she may tender such further comment in written form to the deputy clerk; and, no speaker shall be permitted to address the meeting more than once during the said public comment period.
6. Speakers shall relate their commentary to matters of village business.
7. Speakers shall at all times address the meeting's presiding officer, not the audience.
8. Speakers shall offer their commentary only from the podium.
9. Speakers shall confine their remarks to commentary.
10. Speakers shall not use their commentary time in an attempt to interrogate any village official nor in an attempt to force any official to engage in debate on any issue or matter.
11. Speakers shall return to their seat or leave the meeting room at the end of their remarks.
12. Speakers shall refrain from unduly repetitious remarks during their allotted commentary time.
13. Speakers shall not employ profane, defamatory or threatening language nor shall they engage in any personal attacks.
14. Speakers shall respect both the decorum of the meeting and any admonitions as are given them by the meeting's presiding officer to respect the customary requirements of good taste and proper behavior.
15. Speakers whose speech and/or behavior disrupts the orderly conduct of the public meeting or threatens the public safety are subject to removal from the meeting by the sergeant at arms upon a finding by the meeting's presiding officer that such speech and/or behavior has clearly violated any of these rules."

SECTION TWO: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION THREE: That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED and APPROVED this 11th day of March, 2013.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

VILLAGE OF WILLOWBROOK

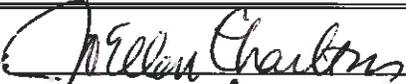
BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: AN ORDINANCE PROVIDING FOR THE OFFICIAL ZONING MAP OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

AGENDA NO. 5g
AGENDA DATE: 03/11/2013

STAFF REVIEW: Jo Ellen Charlton, Consultant

SIGNATURE: 

LEGAL REVIEW: William Hennessy

SIGNATURE: 

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE: Not Applicable

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)

In accordance with 65 ILCS 5/11-13-19, the Village is required to publish its Zoning Map by March 31st of each year if there have been any map amendments (i.e. rezonings, annexations, and/or special use permits) during the preceding calendar year. The attached map has been prepared to reflect all changes through December 31, 2012.

The new map includes a special use reference for the Chick-fil-A approved last year, as well as some additional minor additional revisions identified over the course of last year.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)

ACTION PROPOSED:

Approval of the ordinance and direction to the Village Clerk to publish the map.

ORDINANCE No. 13-O-___

AN ORDINANCE PROVIDING FOR THE OFFICIAL ZONING
MAP OF THE VILLAGE OF WILLOWBROOK, DUPAGE
COUNTY, ILLINOIS

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of
Willowbrook, DuPage County, Illinois as follows:

SECTION ONE: That the Official Zoning District Map attached hereto as
Exhibit "A" and by this reference incorporated herein be and the same is and shall be the
Official Zoning Map for the Village of Willowbrook as provided for in 65 ILCS 5/11-13-19.

SECTION TWO: That all ordinances and resolutions, or parts thereof, in
conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby
repealed.

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

PASSED and APPROVED this 11th day of March, 2013.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

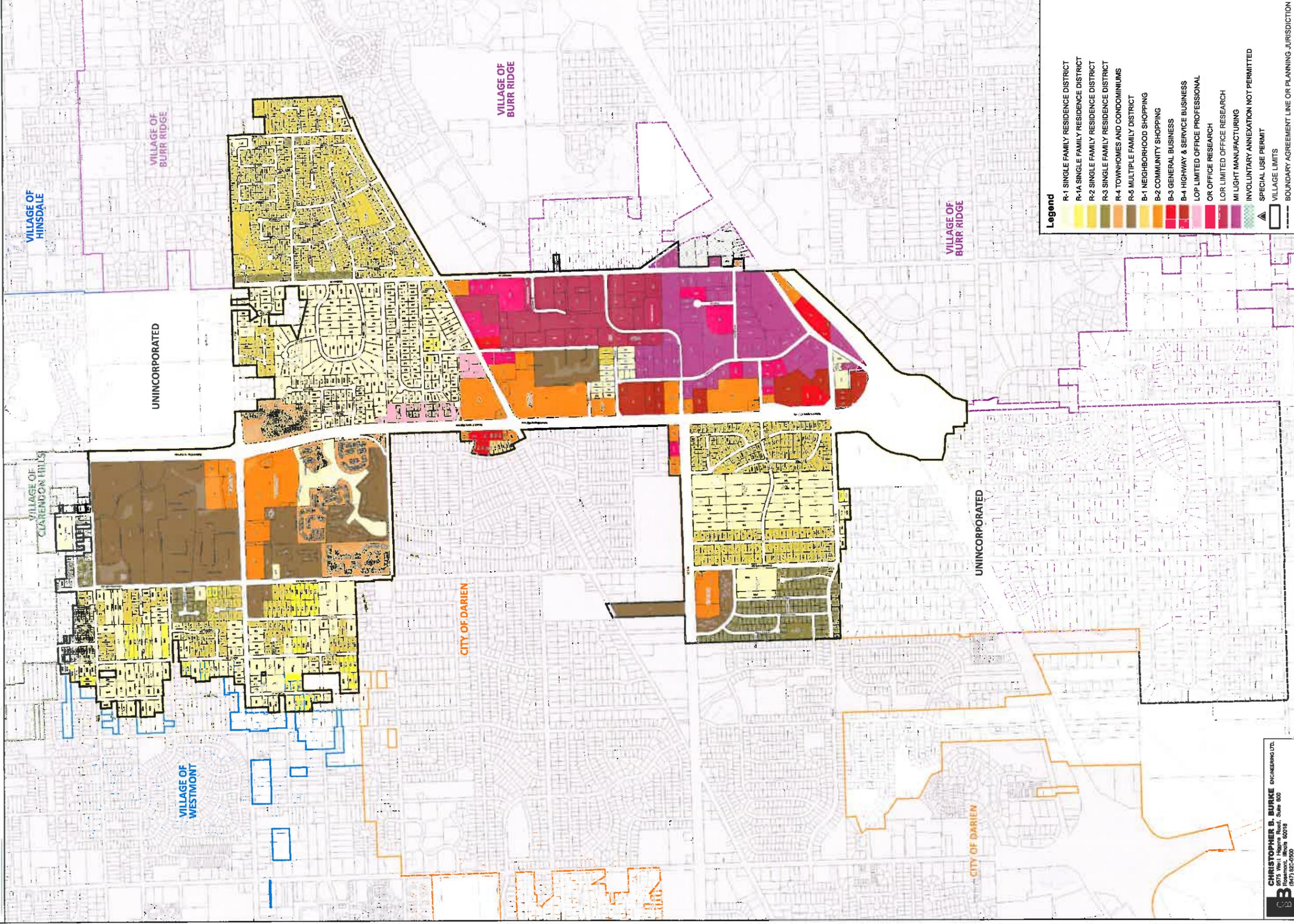
Exhibit "A"



VILLAGE OF WILLOWBROOK ZONING MAP

ADOPTED AND APPROVED BY THE VILLAGE OF WILLOWBROOK MARCH 11, 2013

FULL SIZE (24" x 36") SCALE: 1 INCH EQUALS 300 FEET
HALF SIZE (12" x 18") SCALE: 1 INCH EQUALS 600 FEET



Legend

- R-1 SINGLE FAMILY RESIDENCE DISTRICT
- R-1A SINGLE FAMILY RESIDENCE DISTRICT
- R-2 SINGLE FAMILY RESIDENCE DISTRICT
- R-3 SINGLE FAMILY RESIDENCE DISTRICT
- R-4 TOWNHOMES AND CONDOMINIUMS
- R-5 MULTIPLE FAMILY DISTRICT
- B-1 NEIGHBORHOOD SHOPPING
- B-2 COMMUNITY SHOPPING
- B-3 GENERAL BUSINESS
- B-4 HIGHWAY & SERVICE BUSINESS
- LOP LIMITED OFFICE PROFESSIONAL
- LOR OFFICE RESEARCH
- LOR LIMITED OFFICE RESEARCH
- MI LIGHT MANUFACTURING
- INVOLUNTARY ANNEXATION NOT PERMITTED
- SPECIAL USE PERMIT
- VILLAGE LIMITS
- BOUNDARY AGREEMENT LINE OR PLANNING JURISDICTION

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: A PROCLAMATION RECOGNIZING THE WEEK OF APRIL 13 THROUGH APRIL 20, 2013 AS NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK IN THE VILLAGE OF WILLOWBROOK

AGENDA NO.

5h

AGENDA DATE: 3/11/13

STAFF REVIEW: Cindy Stuchl

SIGNATURE: Cindy Stuchl

LEGAL REVIEW:

SIGNATURE: N/A

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: TC. H. H. H.

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)

The Association of Public Safety Communications Officials International introduced National Public Safety Telecommunicators Week to Congress in 1991. The goal for this week is to publicly recognize the men and women of Southwest Central Dispatch who answer emergency and non-emergency calls for service and coordinate and dispatch police, fire and EMS responses quickly and accurately to those in need.

The events planned for this year's Telecommunicators Week include honoring the Telecommunicators of Southwest Central Dispatch with theme days, food and games. Last year, these Telecommunicators processed over 178,000 emergency and non-emergency calls for the twelve (12) Police Departments and seven (7) Fire Protection Districts/Departments they dutifully serve.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)

The Mayor and Board of Trustees have over the past years adopted Proclamations recognizing "National Public Safety Telecommunicators Week" within the Village of Willowbrook.

ACTION PROPOSED: APPROVE THE PROCLAMATION



SOUTHWEST CENTRAL DISPATCH

7611 West College Drive • Palos Heights, IL 60463-2071
Phone (708) 448-6180 Fax (708) 448-9823

Public Official Proclamation

February 27, 2013

Dear Mayor or Village President,

I am asking for your support for **National Public Safety Telecommunicators Week** which will be held during the week of April 14-20, 2013. This is a national event that was introduced to Congress in 1991 by the Association of Public Safety Communications Officials (APCO) International.

As the Training Coordinator of Southwest Central Dispatch, I am writing to ask for your help in proclaiming April 14-20, 2013 National Public Safety Telecommunicators Week.

Our goal for the week is to publicly recognize the men and women of Southwest Central Dispatch who answer emergency and non-emergency calls for service and coordinate and dispatch police, fire and EMS responses quickly and accurately to those in need.

The events planned for this year's Telecommunicators Week include honoring the Telecommunicators of Southwest Central Dispatch with theme days, food and games. Last year, these Telecommunicators processed over 178,000 emergency and non emergency calls for the twelve (12) Police Departments and seven (7) Fire Protection Districts/Departments they dutifully serve.

To declare April 14-20, 2013 National Public Safety Telecommunicators Week, please sign, seal, and return the attached Proclamation. If you need additional information, please let me know. We appreciate your help and thank you for your consideration.

Sincerely,

Sarah White
Training Coordinator
Southwest Central Dispatch
7611 West College Drive
Palos Heights, IL 60463
t: 708.448.6180
f: 708.448.9823
sarah.white@swcd911.org

COMMUNITIES SERVED

BURR RIDGE • CHICAGO RIDGE • CRESTWOOD • CLARENDON HILLS
HINSDALE • INDIAN HEAD PARK • LEMONT • NORTH PALOS FIRE PROTECTION DISTRICT
PALOS FIRE PROTECTION DISTRICT • PALOS HEIGHTS • PALOS HEIGHTS FIRE PROTECTION DISTRICT
PALOS HILLS • PALOS PARK • WILLOWBROOK • WORTH



Village of Willowbrook

Proclamation

WHEREAS, emergencies can occur at anytime that require police, fire or emergency medical services; and

WHEREAS, when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone Southwest Central Dispatch; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officer, firefighters and paramedics by monitoring their activities by radio, providing them information and ensuring their safety; and

WHEREAS, Public Safety Telecommunicators of Southwest Central Dispatch have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

NOW, THEREFORE, I, ROBERT A. NAPOLI, Mayor of the Village of Willowbrook, do hereby proclaim the week of April 13th through 20th, 2013 to be National Public Safety Telecommunicators Week, in honor of the men and women whose diligence and professionalism keep our villages, cities and citizens safe.

Proclaimed this 11th day of March, 2013.

Attest:

Mayor

Village Clerk

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION APPOINTING DEPUTY CHIEF MARK ALTOBELLA AS COORDINATOR OF THE VILLAGE EMERGENCY MANAGEMENT AGENCY AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE DUPAGE COUNTY OFFICE OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT NOTICE OF APPOINTMENT FORM DESIGNATING HIM AS SUCH

AGENDA NO.

6

AGENDA DATE: 3/11/13

STAFF REVIEW: Tim Halik,
Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: William Hennessy, Village Attorney

SIGNATURE: William Hennessy

RECOMMENDED BY: Tim Halik,
Village Administrator

SIGNATURE: Tim Halik

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)

The Village is required by the DuPage County Office of Homeland Security and Emergency Management (OHSEM) to designate a Local Emergency Management Coordinator and complete the Notice of Appointment form. This request coincides with the provisions of Title 2 Chapter 1 of the Village Code wherein the Mayor appoints a Coordinator of the Village Emergency Management Agency (EMA) which is then confirmed by the Board of Trustees.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

The EMA Coordinator position has typically been filled by a member of the police department, since the department has the most interaction with the DuPage County OHSEM. Although the Village Board recently considered assigning this duty to a police staff member that resides locally, this may be difficult. Bargaining with the police union would be required in order to assign this special duty to the sergeant or a patrol officer. It is likely that the union would request a pay premium, and given the special assignment would be viewed as permanent, the added pay would become pensionable.

After discussion with the Mayor, it was decided that the appointment of Deputy Chief Mark Altobella would be preferred. Although Deputy Chief Altobella does not reside locally, he has the ability to check-in with both police dispatch and all officers on a shift to monitor local weather conditions. Similarly, in the case of an emergency incident, he would be contacted by those officers working the shift. Once confirmed by the Board, the DuPage County OHSEM Notice of Appointment form will be executed and submitted.

ACTION PROPOSED:

Adopt Resolution.

RESOLUTION NO. 13-R-_____

A RESOLUTION APPOINTING DEPUTY CHIEF MARK ALTOBELLA AS
COORDINATOR OF THE VILLAGE EMERGENCY MANAGEMENT
AGENCY AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO
EXECUTE THE DUPAGE COUNTY OFFICE OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT NOTICE OF APPOINTMENT
FORM DESIGNATING HIM AS SUCH

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that Deputy Chief Mark Altobella is hereby appointed as the Coordinator of the Village Emergency Management Agency (EMA) in accordance with the provisions of Section 2-1-2(A) of the Village Code of Ordinances.

BE IT FURTHER RESOLVED that the Mayor and Village Clerk be and the same are hereby authorized and directed to execute the DuPage County Office of Homeland Security and Emergency Management Notice of Appointment form, attached hereto and incorporated herein by reference, designating Deputy Chief Mark Altobella as the Village Emergency Management Coordinator.

ADOPTED and APPROVED this 11th day of March, 2013

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____



DuPage County Office of Homeland Security
and Emergency Management

NOTICE OF APPOINTMENT

In accordance with the provisions of the Section 10 (i) of the Illinois Emergency Management Act of 1992, 29 ILCS 3305/10(i) Deputy Police Chief Mark Altobella, has been appointed the Emergency Management Coordinator of the Village of Willowbrook (Emergency Services and Disaster Agency) (Emergency Management Agency), effective March 11, 2013.

He has taken the emergency management loyalty oath, below, as required by the Illinois Emergency Management Act and is hereby authorized to sign for matching fund property and to incur financial obligations on behalf of this political subdivision.

OATH OF OFFICE

I, Mark Altobella, Coordinator of the (Emergency Services and Disaster Agency – ESDA) (Emergency Management Agency – EMA) of the political subdivision listed below, do hereby swear (or affirm) that I will support and defend and bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of Illinois, and the territory, institutions, and facilities thereof, both public and private, against all enemies, foreign or domestic; that I take this obligation freely, without any mental reservation for purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter. And I do further swear (or affirm) that I do not advocate, nor am I, nor have I been a member of, any political party or organization that advocates the overthrow of the Government of the United States or of this State by force or violence; and that during such time as I am affiliated with the Village of Willowbrook (ESDA) (EMA), I will not advocate nor become a member of a political party or organization that advocates the overthrow of the Government of the United States or of this State by force or violence.

Signature of local Coordinator: 

Political Subdivision: Village of Willowbrook, DuPage County, Illinois

Signature of Mayor: _____

Attest by Village Clerk:

State of Illinois

County of DuPage

Signed before me on this 11th day of March, 2013

(Seal)

Signed: _____

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND DISCOVERY BENEFITS, INC. (DBI) TO PROVIDE THIRD-PARTY ADMINISTRATIVE SERVICE ASSISTANCE TO THE VILLAGE IN THE ADMINISTRATION OF THE EMPLOYEE FLEXIBLE SPENDING PLAN

AGENDA NO. 7

AGENDA DATE: 3/11/13

STAFF REVIEW: Tim Halik, Village Administrator
Carrie Dittman, Interim Finance Director

SIGNATURE:

T. Halik / Carrie Dittman

LEGAL REVIEW: William Hennessy, Village Attorney

SIGNATURE:

William Hennessy

RECOMMENDED BY: Tim Halik,
Village Administrator

SIGNATURE:

T. Halik

REVIEWED BY COMMITTEE: YES On March 11, 2013 NO N/A

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)

The Village has adopted an Internal Revenue Code Section 125 Cafeteria Plan ("125 Plan") for eligible employees. This plan allows employees to make an annual election to deduct a portion of their payroll check, pre-taxed, to be placed into a separate Flexible Spending Account (FSA) which can then be used to pay for eligible medical and dependent care expenses. The Village previously contracted with AFLAC to assist in the administration of the plan. The current plan year is July 1st through June 30th.

Last summer, we were notified of pending changes to the AFLAC program which would have required the Village to contract with yet another third-party billing vendor to administer the plan. At the time, the Village Attorney reviewed the draft contract document and noted objectionable language within. Although a meeting was held with AFLAC representatives in an attempt to work through the language issues, in January 2013 we received notification from AFLAC that their services provided to us would end after February 28, 2013.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

In order to finish out the plan year for the employees that are currently participating in the program, we need to obtain a new third-party plan administrator. After soliciting proposals from several vendors, we identified Discovery Benefits, Inc. (DBI) through our current health insurance provider. DBI offered the lowest proposal (\$4.90 per participant, min. \$50 per month) to assist in the administration of the program. The Village Attorney has reviewed the attached contract and finds no objection to the proposed terms. Staff would recommend that the Village Board approve the contract. The Finance & Administration Committee will review this item immediately before the Village Board meeting.

ACTION PROPOSED:

Adopt Resolution.

RESOLUTION NO. 13-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND DISCOVERY BENEFITS, INC. (DBI) TO PROVIDE THIRD-PARTY ADMINISTRATIVE SERVICE ASSISTANCE TO THE VILLAGE IN THE ADMINISTRATION OF THE EMPLOYEE FLEXIBLE SPENDING PLAN

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village hereby approves an Agreement between the Village of Willowbrook and Discovery Benefits, Inc., and that the Mayor and Village Clerk are hereby authorized to sign the Agreement, and any other ancillary documents, attached hereto and incorporated herein as Exhibit "A".

ADOPTED and APPROVED this 11th day of March, 2013.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE: AYES: _____

 NAYS: _____

 ABSTENTIONS: _____

 ABSENT: _____

Reimbursement Account Administrative Services Agreement

This Administrative Services Agreement ("Agreement") is entered into by **Village of Willowbrook** ("Employer") and Discovery Benefits, Inc. ("DBI") as of ~~07/01/2013~~ **3/15/2013** ("Effective Date"). *T. Hald*

Recitals

The Employer has adopted an Internal Revenue Code Section 125 Cafeteria Plan ("125 Plan") for its eligible employees. Employer has also adopted one or more of the following: a health flexible spending arrangement ("Health FSA"), a dependent care flexible spending arrangement ("Dependent Care FSA") (a Health FSA and a Dependent Care FSA shall be referred to collectively as an "FSA"), a limited purpose health flexible spending arrangement ("Limited Health FSA"), an individual premium reimbursement account ("IPA"), a health reimbursement arrangement ("HRA"), a limited purpose health reimbursement arrangement (Limited HRA) and/or a qualified transportation fringe benefit plan under Code Section 132(f) ("Transportation Accounts" or "TSA"). Collectively, the foregoing arrangements and plans shall be referred to as the "Plan."

The Employer desires DBI to assist in the administration of the Plan, and DBI desires to assist the Employer in the administration of the Plan on the terms outlined below.

Therefore, the Employer and DBI agree that DBI shall assist in the administration of the Plan on the following terms:

- The Employer has established the Plan for the exclusive benefit of its employees.
- The Employer is the administrator of the Plan.
- DBI acts as agent on behalf of the Employer.

The Employer remains responsible for maintaining the Plan, including the establishment of eligibility and paying all benefits owed or established under the Plan to its participants; DBI is to provide the agreed upon services to the Plan, without assuming any liability beyond the performance of services as set forth below.

Now therefore, in consideration of good and valuable consideration, the parties agree as follows:

Article 1 - Benefits Administrative Services

Services provided by DBI in the administration of the Plan shall include the following:

1.1 Plan Administration

DBI shall assist the Employer in the administration of the Plan as provided in this Agreement. The specific Plans that DBI shall assist with and that are covered by this Agreement are listed in Exhibit A. If a Plan is not covered by this Agreement as provided in Exhibit A, then DBI shall have no responsibilities or duties with respect to such non-covered Plan. DBI's duties with respect to the Plan shall be limited to those expressly provided in this Agreement or subsequently agreed to in writing by DBI and the Employer.

1.2 Plan Documents

DBI shall assist the Employer in the establishment and operation of the Plan by providing sample documents for review by the Employer's legal counsel, including a sample plan document(s), summary plan description(s) and other documents relating to the administration of the Plan. It is the Employer's responsibility to ensure that the documents are legally compliant for purposes of the Employer's needs and business, are appropriately completed, are in compliance with the requirements of the Employer's Plan and are appropriately and timely adopted by the Employer. The Employer shall provide DBI with an executed copy of the plan document.

1.3 Record-Keeping

DBI shall assist the Employer in the development and maintenance of administrative and record-keeping systems for the Plan. The recordkeeping services are listed in Exhibit A.

1.4 Plan Document Compliance

DBI shall provide a sample plan document, summary plan description and other applicable documentation, which shall be up-to-date based on any legal or regulatory requirements then in effect, and DBI's internal policies and procedures, which may be changed by DBI from time to time. Periodically, DBI shall provide necessary Plan amendments to the sample Plan documents for review by the Employer's legal counsel. If the Employer provides its own plan document and/or summary plan description, DBI shall not be obligated to provide any amendments or updates other than those described in the preceding sentence. It is the Employer's responsibility to ensure that the amendments and other revisions are legally compliant for the Employer's purposes, are appropriately completed, are in compliance with the requirements of the Employer's Plan and are appropriately and timely adopted by the Employer.

1.5 Reporting Obligations

DBI shall provide general information regarding reporting and disclosure requirements relating to the Plan and shall assist the Employer in the preparation of required governmental reports, information or other documents. DBI shall not be responsible

Reimbursement Account Administrative Services Agreement

for the accuracy of any information provided by the Employer in preparation of any of these reports nor shall DBI be responsible for determining the level of compliance required by the Employer's Plan. It is the sole responsibility of the Employer to assure compliance with all legal reporting and disclosure requirements.

1.6 Forms

DBI shall provide administrative forms for the Employer's use in administering the Plan. Administrative forms are available on the Internet at www.discoverybenefits.com. All forms and user guide information shall be subject to periodic updates and revisions. DBI shall also provide instructions and forms for the processing of benefit claims under the Plan.

1.7 Plan Payments

Using funds received from the Employer, DBI shall pay the amounts due as a result of the operation of the Plan and in compliance with the participant's current Plan elections.

1.8 Claims Processing

DBI shall process claims received from Employer or Plan participants on a daily basis Monday through Friday, during regular business hours. DBI shall arrange for the payment of approved reimbursement requests as provided in the Plan. DBI shall consider any initial claims for benefits made under the Plan, provided the claim is in accordance with the Plan, the summary plan description and any reasonable rules established by DBI and communicated to participants. DBI shall grant or deny each participant's initial claim for benefits after making such investigation, as it deems necessary.

- a) If DBI finds that a participant is entitled to the benefits under the Plan, DBI shall arrange for the proper payment from the Plan, using the funds provided by the Employer.
- b) If DBI finds that a participant is not entitled to benefits under the Plan, DBI shall provide to such participant a written notification of its decision as soon as administratively practicable after the claim was received by DBI, but no later than the time period required by Section 503 of ERISA, if applicable. The written notice shall comply with the requirements set out in Section 503 of ERISA, if applicable. To the extent that DBI provides foreign language assistance to a participant, Employer shall reimburse DBI for any related fees and expenses.
- c) DBI shall establish a procedure to receive appeals of initial denials of benefit claims. DBI shall be responsible for making the decision to allow or deny all appeals of denied benefit claims and for notifying each participant of the decision regarding the appeal consistent with section 503 of ERISA, if applicable. In making the decisions regarding claims for benefits and appeals of denied claims, DBI shall have discretionary authority to construe and interpret the terms of the Plan and to determine whether a claim is properly payable under the Plan. Notwithstanding anything herein to the contrary, the Employer shall be responsible for making any and all eligibility determinations. All remaining fiduciary duties under this Agreement are the responsibility of Employer.

1.9 Monthly Reports

DBI shall render reports to the Employer, which include the following:

- Claim Reimbursement Notification – (used for Claims Based funding only)
- Payroll Deduction Report – Based on Payroll Frequency
- Payments Report - Monthly
- Reconciliation Report – Monthly
- Enrollment Report – Monthly
- Account Balance Report - Monthly
- A monthly statement of the fees due to DBI

1.10 Custodial Account

Funds provided to DBI by the Employer for the payment of Plan benefits ("Employer Funds") shall be held in a Custodial Account pursuant to Article 3 of this Agreement.

1.11 Forfeited Funds

All amounts that remain unpaid for a Flexible Spending Account or Transportation Account after the end of the period specified by the applicable Plan during which the participant can make a claim, plus any periods for appeal or any claim dispute, shall be immediately forfeited by participant to the Employer, minus any applicable fees and expenses that are owing to DBI pursuant to this Agreement (or any other agreement between the Employer and DBI). Any unclaimed amounts, including any previous reimbursement checks or other similar methods of payment that have been issued but remain unendorsed or uncashed, and that remain unpaid after the end of the run-out period selected by the Employer, shall be returned to the Employer, minus any applicable fees and expenses that are owing to DBI pursuant to this Agreement (or any other agreement between the Employer and DBI). The direct terms of an applicable Plan document may alter the forfeiture provisions of this subsection with respect to only a Plan participant.

Reimbursement Account Administrative Services Agreement

1.12 Fidelity Bonds

DBI shall maintain a fidelity bond or another similar insurance policy that provides adequate coverage for DBI and any of its employees who may collect, disburse, or otherwise handle or have possession of any funds provided by the Employer or who may have the authority to order disbursements or payments on behalf of the Plan.

1.13 Plan Data

DBI agrees to retain for seven years Plan records under this Agreement, including without limitation records of all assets and transactions involving the Custodial Account. However, except as expressly provided in an applicable exhibit, DBI shall not be responsible for storing copies of Plan records after termination of this Agreement and when DBI no longer requires such information in order to provide the services to Employer. Following the Agreement's termination and provided all service fees have been paid and funding obligations have been met, DBI shall cooperate with Employer (or Employer's subsequent service provider) to affect an orderly transition of services covered by the Agreement.

1.14 Notice of Litigation

DBI shall notify the Employer promptly of any summons, complaint, or other communication concerning threatened litigation and any inquiry by any governmental agency that is related to the Employer's Plan, unless such notification would be a violation of applicable law.

1.15 Confidentiality

DBI shall keep confidential all information it obtains concerning the Plan. Other than in due course of business, such information must not be disclosed without prior approval of the Employer or as otherwise provided for in Article 4.

1.16 Claims Fiduciary

DBI has a fiduciary duty only to the extent described in Section 1.8. All remaining fiduciary duties under this Agreement are the responsibility of the Employer.

1.17 Disclaimer

DBI shall not be liable or use its funds for the payment of benefits under the Plan, including, without limitation, where sought as damages in an action against the Employer, DBI or the Plan. DBI does not insure or underwrite the Employer's liability to provide benefits under the Plan, and the Employer shall have the sole responsibility and liability for payment of all benefits under the Plan.

1.18 Audit

During the term of this Agreement, and at any time within six (6) months following its termination, the Employer or a mutually agreeable entity may audit DBI to determine whether DBI is fulfilling the terms of this Agreement with respect to processing claims for benefits. The place, time, type, duration, and frequency of all audits must be reasonable and agreed to by DBI. All audits shall be limited to claims information relating to the calendar year in which the audit begins and/or the immediately preceding calendar year. The Employer shall pay or cause to be paid any expenses that it incurs in connection with the audit. Audits will be subject to the following additional requirements:

- a) Audits must be completed within 6 months following the date the audit begins.
- b) The Employer will utilize individuals to conduct audits on its behalf who (i) are qualified by appropriate training and experience for such work; (ii) will perform its review in accordance with published administrative safeguards or procedures against unauthorized use or disclosure (in the audit report or otherwise) of any individually identifiable information (including health care information) contained in the information to be audited; and (iii) will not make or retain any record of payment identifying information concerning treatment of drug or alcohol abuse, mental/nervous or HIV/AIDS or genetic markers, in connection with any audit. There must be no conflict of interest which would prevent the auditor from performing an independent audit. Auditors may not be compensated on the basis of a contingency fee or a percentage of overpayments identified.
- c) Audits are subject to any related proprietary and confidentiality requirements protecting the nature of the data, and before the audit commences the Employer and any independent third party auditor shall execute a confidentiality agreement the scope of which shall be reasonable and shall be determined by DBI.
- d) The Employer shall provide at least sixty (60) days advance notice of its intent to audit in writing. At least four (4) weeks in advance of commencement of the audit, the Employer or its representative will provide DBI with a complete and accurate listing of the transactions to be pulled for the audit.
- e) Prior to the audit, the auditors will provide a listing of the transactions selected for testing and the specific service for which each item is being tested. The sample must be based on a statistical random sampling methodology (e.g., systematic random sampling, simple random sampling, stratified random sampling). DBI will provide timely inquiry and feedback at the time of the proposed audit regarding the sample size and sampling methodology as it relates to the objective of the audit proposed by the Employer or its representatives.

Reimbursement Account Administrative Services Agreement

- f) The auditors will provide their draft audit findings to DBI, in writing, before a final audit report is presented to the Employer. This draft will provide the basis for discussions between DBI and the auditors to resolve disagreements and summarize the audit findings. DBI shall have a right to review the final Audit Report, before delivery to the Employer. Auditors shall provide DBI with a copy of the final audit report delivered to the Employer and DBI shall have the right to include with the final Audit Report a supplementary statement containing facts that DBI considers pertinent to the audit.

1.19 Red Flag Rule Compliance

To the extent applicable, DBI shall comply with the Red Flag Rules with respect to the Covered Services. For purposes of this provision, (a) "Red Flag Rules" mean the regulations adopted by various federal agencies, including the Federal Trade Commission, in connection with the detection, prevention and mitigation of identity theft, and located at 72 Fed. Reg. 63718 (November 9, 2007), as amended, and (b) "Covered Services" mean the services provided by DBI (if any) with respect to the Plan, as designated in Exhibit A and described in Exhibit C, that allow Plan participants to pay for eligible expenses under the Plan with a debit or other stored-value card and any other services provided by DBI under this Agreement that are covered by the Red Flag Rules, as determined by DBI in its sole discretion.

As a part of the Red Flag Rule compliance, DBI shall adopt, maintain and use appropriate and commercially reasonable rules, procedures and safeguards to detect and identify red flags and to prevent and mitigate identity theft, as required by the Red Flag Rules. Such rules, procedures and safeguards shall be set forth in a written program that complies with the Red Flag Rules (the "Red Flag Program"). DBI shall, upon request, make available to Employer a copy of its Red Flag Program. The parties agree that if a Breach of Unsecured PHI (as defined in the Business Associate Agreement between the parties) and a violation of the Red Flag Rules occur with respect to the same incident, both the Red Flag Rules and the Business Associate Agreement provisions shall apply, except that the notice requirements of the Business Associate Agreement shall satisfy any notice obligations of this section.

1.20 Overpayments

If DBI determines that it has paid Plan benefits to an ineligible person or for more than the appropriate amount, DBI shall undertake a good faith effort to recover such erroneous payment. DBI shall have the sole discretion to determine what constitutes a "good faith effort" for purposes of this provision, which efforts may vary from time to time according to the circumstances of the overpayment, but may include DBI's attempt to contact the participant twice via letter, phone, email or other means regarding the recovery of the payment at issue. The Employer shall cooperate fully with DBI's efforts to recover overpayments of Plan benefits pursuant to this Section 1.20.

1.21 External Review

To the extent that the external review requirements set forth in 29 CFR § 2590.715-2719, shall apply to the Plan, DBI shall serve as a conduit for external review requests. In that regard, DBI shall send appropriate information to, and shall cooperate fully with, the external review organization conducting the review. Any fees and/or expenses related to a request for external review shall be paid by the Employer. If DBI pays any such fee or expense on behalf of Employer, Employer shall reimburse DBI promptly upon request.

Article 2 - The Employer's Responsibilities

Responsibilities of the Employer in the administration of the Plan shall include the following:

2.1 General Compliance

Although DBI serves as Employer's agent for services rendered pursuant to this Agreement, the Employer remains solely responsible for all Plan activities, including compliance with the Employee Retirement Income Security Act of 1974 ("ERISA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Internal Revenue Code, (the "Code"), or other applicable laws or regulations. Employer agrees to hold DBI harmless (including reasonable attorneys fees and costs) and expressly releases all claims against DBI in connection with any claim or cause of action, for any occurrences prior to the effective date of this Agreement, that results from the failure or alleged failure of Employer (its officers and employees, and any other entity related to or performing services on behalf of Employer) to comply with ERISA, HIPAA, the Code or any other applicable law or the provisions of this Agreement, or its failure to provide DBI with the required information for proper and timely reporting under the MSP secondary payor requirements for Employer's HRA participants.

2.2 Participants

The Employer shall provide DBI with a complete list of all employees eligible to participate in the Plan, and any other demographic and related information that DBI may need to properly administer the Plan pursuant to this Agreement. Employer shall notify DBI on a monthly basis of all changes in its employees eligible to participate in the Plan. Employer shall be responsible to collect and provide to DBI in an electronic format all required information to ensure compliance with the MSP Secondary Payor rules and regulations where DBI acts as a Registered Reporting Entity (RRE) for HRA plans offered by Employer. Employer shall be solely responsible for determining its employees who are eligible to participate in the respective Plans, collecting the requested information from employees and informing DBI of such affected or eligible employees.

Reimbursement Account Administrative Services Agreement

2.3 Contributions

The Employer shall contribute funds into the Custodial Account to be used to pay Plan benefits or other Plan expenses as agreed to herein and in accordance with the Plan. Contributions to the Custodial Account shall consist solely of general assets of the Employer. Participant contributions, if any, made by employees to the Plan through salary reduction or otherwise, shall be used to reimburse Employer for contributions advanced by the Employer to pay benefits under the Plan.

2.4 Enrollment

The Employer shall assist in the enrollment of the employees in the Plan, cooperate with DBI with regard to proper settlement of the claims and transmit any inquiries pertaining to the Plan to DBI. Late notification of Plan eligibility or incorrect Plan eligibility information provided by the Employer to DBI may result in erroneous Plan benefit payments. In this event, the Employer shall be solely responsible for any such erroneous payment and the Employer shall also be solely responsible for collecting any such erroneous payments from the employee. If there are insufficient Employer funds that are available to restore the erroneous payments or the requested reimbursement of funds would otherwise cause the Minimum Account Balance Deposit to become insufficient, DBI has the right to request immediate restoration of funds from the Employer directly and suspend or terminate all services under this Agreement.

2.5 Amendments

The Employer shall provide DBI with a copy of any contemplated amendment to the Plan no less than thirty (30) days prior to the anticipated amendment effective date. However, under no circumstances may the Employer adopt any amendment that would alter DBI's duties hereunder without prior written consent of DBI. In addition, DBI shall have no obligation to provide any Plan amendments or updates to the Employer other than as described in Section 1.4.

2.6 Plan Documents

The Employer shall file with the appropriate governmental agencies all required returns, reports, documents and other papers relating to the Plan. The Employer shall distribute to participants all materials and documents as may be necessary or convenient for the operation of the Plan or to satisfy the requirements of applicable law and the Employer shall remain responsible for the final contents of all materials and documents.

2.7 Summary Plan Description

The Employer shall distribute to its employees participating in the Plan a copy of the summary plan description and/or the Summary of Benefits and Coverage.

2.8 Non-discriminatory Plans – 125 Plan and FSA

At no additional charge, DBI shall perform the following three quantitative non-discrimination tests based on information provided by Employer: Section 125 25% Key Employee Concentration Test; Section 129 More than 5% Owners Concentration Test; and Section 129 55% Average Benefits test. The standard non-discrimination tests described in the preceding sentence shall be performed twice during the plan year unless the parties agree otherwise. All other non-discrimination tests are the responsibility of the Employer to complete. However, for an additional charge, DBI may provide other non-standard non-discrimination testing services, including re-running a test that is failed. The Employer must provide DBI with the information that DBI needs to perform the nondiscrimination testing services required under this Agreement. This information must be provided in the file format required by DBI. The Employer's HRIS/payroll system is the system of record for non-discrimination testing information, and DBI may rely on the information provided by the Employer in performing any testing. Employer shall maintain a non-discriminatory Plan or, shall be responsible for taking any immediate corrective action required in the event the Plan becomes discriminatory. DBI shall cooperate with the Employer fully to implement any corrective action that is required as a result of the failure or potential failure of one or more applicable discrimination tests.

2.9 Non-discriminatory Plans – HRA

All HRA non-discrimination tests are the responsibility of the Employer to complete. However, for an additional charge, DBI may provide non-discrimination testing services for the HRA, including re-running a test that is failed. The Employer must provide DBI with the information that DBI needs to perform the nondiscrimination testing services required under this Agreement. This information must be provided in the file format required by DBI. The Employer's HRIS/payroll system is the system of record for non-discrimination testing information, and DBI may rely on the information provided by the Employer in performing any testing. Employer shall maintain a non-discriminatory Plan or, shall be responsible for taking any immediate corrective action required in the event the Plan becomes discriminatory. DBI shall cooperate with the Employer fully to implement any corrective action that is required as a result of the failure or potential failure of one or more applicable discrimination tests.

2.10 Claims Based Funding

If Claims Based Funding is selected (Exhibit A), Employer gives DBI approval to draft applicable amounts from the Employer's United States bank account to the Custodial Account from which disbursements can be made on the Employer's behalf for qualifying expenses, which are otherwise specified by the Employer in its Plan document, or as provided for under the Code. Disbursements will not be made until the amounts are credited to the Custodial Account.

Reimbursement Account Administrative Services Agreement

2.11 Deduction/Contribution Based Funding

If Deduction/Contribution Based Funding is selected (Exhibit A), Employer shall establish a pre-determined initial deposit (known as the "Minimum Account Balance") within the Custodial Account that will adequately fund the reasonable needs of the Employer's Plan. If the Employer's account balance falls below the Minimum Account Balance amount, the Employer will be notified of the deficiency and will be further required to transfer additional monies until such time the Employer's Minimum Account Balance can be restored. If the Employer fails to immediately restore the Minimum Account Balance, DBI shall have the immediate right to suspend or terminate all services under this Agreement after providing written notice of the deficiency to the Employer (see "Termination" section below).

2.12 Debit Card Payments

All participants in the Health FSA, Dependent Care FSA, Transportation Fringe Benefit Plan (TSA) or a comprehensive HRA shall automatically receive one or more debit cards. The terms of the debit card provisions shall control and are incorporated as Exhibit C.

2.13 Ownership of Account Asset

All amounts transferred by the Employer to the Custodial Account, as described herein, remain the Employer's general assets. DBI or its representatives shall only be responsible for administering the Employer's funds in accordance with the terms of this Agreement. Amounts transferred by the Employer shall only be disbursed from the Custodial Account by DBI or any of its designees, if it is an allowable Plan expense as determined by the Employer or its representative (including DBI), or as otherwise required by a court of appropriate jurisdiction.

2.14 Employee Fraud

The Employer is solely responsible for making the Plan whole if fraud is committed against the Plan by Plan participants or Employer's employees. DBI shall not be responsible for pursuing or correcting any such actions.

2.15 Reliance by DBI

Employer has authorized and instructed DBI in this Agreement to implement its standard administrative procedures to provide services in accordance with this Agreement. DBI's standard administrative procedures include administration of Health FSAs and Limited Health FSAs based on the assumption that Employer's Health FSA and Limited Health FSA (as applicable) are HIPAA excepted benefits under DOL Reg. Section 2590.732(c)(3)(v) and Treas. Reg. Section 54.9831-1(c)(3)(v). To the extent that Employer's Health FSA and Limited Health FSA (as applicable) are not HIPAA excepted benefits, Employer shall be responsible for any compliance requirements set forth in ERISA Part 7 and Chapter 100 of the Code. DBI shall be fully protected in relying upon representations by Employer set forth in this Agreement and communications made by or on behalf of Employer in effecting its obligations under this Agreement. Employer and DBI agree that if Employer provides DBI with specific written instructions (in a form acceptable to DBI) to provide services in a manner other than in accordance with DBI standard procedures, DBI may (but need not) comply with Employer's written instructions, provided that, to the extent that DBI complies with such instructions, Employer and not DBI shall be solely responsible for DBI's actions so taken, and Employer agrees to hold DBI harmless (including reasonable attorneys fees and costs) and expressly releases all claims against DBI in connection with any claim or cause of action, which results from or in connection with DBI following Employer's written instructions.

Article 3 - Custodial Account

3.1 Appointment and Acceptance of Custodian

By signing this Agreement, the Employer appoints DBI as custodian of Employer Funds for the purposes and upon the terms and conditions set forth in this Agreement, and DBI accepts such appointment and agrees to act as custodian hereunder and to hold any Employer Funds received by and hereunder in accordance with the terms and conditions set forth in this Agreement.

3.2 Custodial Account

DBI shall open and maintain one or more depository accounts (the "Custodial Account") at State Bank & Trust, Fargo, ND (the "Bank") and hold in such Custodial Account all Employer Funds initially transferred by the Employer plus any additional Employer Funds that may be received from the Employer for the Custodial Account from time to time. For administrative convenience and to reduce costs, DBI shall hold the Employer Funds of the Employer together with similar funds from other employers in a single Custodial Account (or one or more Custodial Accounts as determined by DBI). However, DBI shall maintain records as to the exact amount of funds allocated to each employer so that each employer has a legal right to the specific amount of its funds held in the Custodial Account (minus any applicable fees or other costs as set forth in this Agreement). At all times, the assets comprising each employer's funds in the Custodial Account shall be considered a separate subaccount for purposes of this Agreement. Depending upon the context, the term, "Custodial Account," shall refer to either the separate subaccount for the Employer or all of the subaccounts for all employers in the aggregate.

3.3 Employer Funds

DBI and the Employer intend and agree that all Employer Funds transferred by the Employer to the Custodial Account shall be comprised of and shall remain the Employer's general assets. In no event will Employer deposit funds that constitute or include participant or employee contributions to employee benefit plans, whether made by salary reduction or otherwise, as

Reimbursement Account Administrative Services Agreement

those terms have their general meanings under ERISA. Except to the extent that outstanding checks have been written or withdrawals made against the Custodial Account balance on behalf of Employer, the Employer Funds may be withdrawn by the Employer at any time (minus any applicable fees or other costs as set forth in this Agreement), and are subject to Employer's general creditors in the same manner as funds contributed to Employer's ordinary checking accounts. Notwithstanding the forgoing, this Agreement does not alter or eliminate any separate obligation of the Employer to fund and maintain a Minimum Account Balance in the Custodial Account pursuant to Section 2.11 of this Agreement.

3.4 Disbursements

DBI shall make payments or distributions from the Custodial Account in accordance with the framework of policies, interpretations, rules, practices and procedures established by DBI for this purpose, and as set forth in the Plan or as otherwise agreed upon or directed by Employer. DBI shall neither have nor shall be deemed to have any discretion, control, or authority with respect to the disposition of Employer Funds.

3.5 Compensation

Employer acknowledges and understands that DBI may receive interest from time to time on the funds held in the Custodial Account and that any such interest received by DBI shall be part of DBI's compensation. Employer acknowledges and understands that compensation otherwise charged by DBI for services under this Agreement would be higher if it did not retain such interest on these funds. The period during which interest may be earned begins on the date(s) the funds are transferred to the Custodial Account and ends when this Agreement terminates. Funds shall be disbursed on a first-in-first-out basis.

3.6 Maintenance of Records

Upon the Employer's written request, DBI shall provide the Employer with an accounting of all assets, transfers and transactions involving the Employer's Custodial Account, including description of all receipts, disbursements and other transactions. Bank charges may apply for providing copies of checks, statements or other certified documentation.

3.7 Resignation of Custodian

DBI may resign from its duties as custodian pursuant to this Article 3 at any time by giving written notice to Employer no less than sixty (60) days prior to the effective date of such resignation; provided, in any event, that such resignation shall not be effective until a successor custodian has been appointed or the assets in the Custodial Account have been returned to Employer.

Article 4 - Confidentiality

Neither party shall disclose Confidential Information of the other party. The receiving party shall use the same degree of care as it uses to protect its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the confidential information of the disclosing party. The foregoing obligations shall not apply to any information that (a) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party, (b) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving party, (c) was known to the receiving party at the time of disclosure, (d) was generated independently by the receiving party, or (e) is required to be disclosed by law, subpoena or other process. DBI may transfer Employer's or the Plan's Confidential Information to a governmental agency or other third party to the extent necessary for DBI to perform its obligations under this Agreement or if Employer has given DBI written authorization to do so. For purposes of this paragraph, Confidential Information shall mean any information identified by either party as "Confidential" and/or "Proprietary", or which, under the circumstances, ought to be treated as confidential or proprietary, including non-public information related to the disclosing party's business, employees, service methods, software, documentation, financial information, prices and product plans. DBI reserves the right to independently use its experience and know-how, including processes, ideas, concepts and techniques developed in the course of performing services under this Agreement.

DBI represents and warrants that it has implemented and maintains a written and comprehensive information security program, and complies with all applicable laws and regulations, including without limitation state privacy and data security laws and regulations, such as the Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth (201 CMR 17.00).

Article 5 - Term of the Agreement

The term of this Agreement shall commence as of the Effective Date and shall continue ~~for a period of twelve months~~ (the "Initial Term"). This Agreement shall automatically renew for another twelve months at the end of the Initial Term and every twelve (12) months thereafter, unless terminated in writing by either Party within sixty (60) days prior to the end of the Initial Term or prior to the end of any subsequent twelve (12) month term. Notwithstanding the foregoing, DBI reserves the right to increase fees at any time that are caused by Federal postal rate increases, increases in bank fees, or that are due to Federal legislative changes. DBI reserves the right to increase fees due to the provision of additional services to the Employer by DBI that were not included in or contemplated by this Agreement on the Effective Date.

THRU 6-30-2013 T.Held

Article 6 - Termination of the Agreement

6.1 This Agreement may be terminated by either the Employer or DBI without cause and without liability, by written notice of intention to terminate given to the other party, to be effective as of a date certain set forth in the written notice, which shall not be less than sixty (60) days from the date of such notice. Except as provided in Section 6.4, all obligations of DBI relating to payment of claims under the Employer's Plan will be terminated on the effective date of termination given in the notice regardless of when the claim for such benefits is incurred.

Reimbursement Account Administrative Services Agreement

6.2 The Agreement shall automatically terminate:

- a) If any law is enacted or interpreted to prohibit the continuance of this Agreement, upon the effective date of such law or interpretation;
- b) If any administrative fee for any service provided by DBI to Employer remains unpaid to DBI beyond thirty (30) days past the due date, upon notification by DBI to the Employer in writing that DBI intends to exercise its option to enforce this provision;
- c) If at any time the Employer fails to provide funds for the payment of Plan benefits or fails to restore the Minimum Account Balance, upon written notification by DBI; or
- d) If Employer fails to provide the required information in a timely manner to ensure compliance with the MSP Secondary Reporting required for HRAs.

6.3 If either party is in default under any provision of this Agreement, the other party may give written notice to the other party of such default. If the defaulting party has not used good faith efforts to cure such breach or default within thirty (30) days after it receives such notice, or if good faith efforts to cure have begun within thirty (30) days but such cure is not completed within sixty (60) days after receipt of the notice, the other party shall have the right by further written notice (the "Termination Notice") to terminate the Agreement as of any future date designated in the Termination Notice.

6.4 When this Agreement is terminated, DBI will immediately cease the performance of any further services under this Agreement unless both parties agree that DBI shall continue performing services during any post-termination "run-out" period. If the Employer engages DBI to administer a post-termination "run-out period" in accordance with the terms of the plan document, DBI will invoice and collect fees based on the fee schedule in place during the regular contract period. Upon receipt of the "run-out fee", DBI will continue the processing of qualifying expense reimbursements and general Plan administration with respect to any claims that are received by DBI on or before the date agreed to by the parties in writing.

6.5 Upon the completion of the later of the Agreement, or any agreed-upon "run-out period," DBI will cease the processing of any expense reimbursement requests received after the "run-out period" terminates and the Employer shall be immediately responsible for all aspects of its Plan, including the processing of all expense reimbursements, annual reporting and general plan administration. DBI shall also return any funds in the Custodial Account that have not been used for Plan benefit payments to the Employer, along with any unpaid or other pending payment requests and/or any subsequent reimbursement requests that are received after the date of the specified run-out period. However, the return of such funds shall remain subject to the completion of a final accounting of all account activities, as well as the deduction of applicable unpaid fees and other expenses under this Agreement or any other agreement between the parties. If necessary, DBI shall have the immediate right to demand and pursue collection of any unpaid fees, reimbursements or other amounts that are due and owing to DBI as of the date of termination pursuant to the terms of this Agreement or any other agreement between the parties.

6.6 Within sixty (60) days after the later of the termination of this Agreement or the applicable run-out period DBI shall prepare and deliver to the Employer a complete and final accounting and report of the financial status of the Plan as of the date of termination, together with all books and records in its possession and control pertaining to the administration of the Plan, all claim files, and all reports and other paper pertaining to the Plan.

Article 7 - Cost of Administration

7.1 Plan Administrative Services Fees

DBI shall be entitled to a fee for its services to the Plan and under this Agreement, which shall be payable in accordance with the fee schedule attached as Exhibit B. Monthly fees will be invoiced monthly and are due within thirty (30) days after invoice.

7.2 Compliance with Anti-Rebating Laws

Employer represents and warrants that, if someone other than Employer is paying DBI's fees on behalf of the Employer, such payment shall not violate any applicable anti-rebating laws. Furthermore, Employer agrees to hold DBI harmless (including reasonable attorneys fees and costs) from any and all losses which may result from a breach of this provision.

7.3 Past Due Amounts

Notwithstanding anything in this Agreement or any other agreement between the parties to the contrary, if the Employer fails to pay DBI within the required time period any undisputed amount that is due as a result of any product or service provided by DBI to the Employer under this Agreement or any other agreement between the parties, including, without limitation, services provided with respect to flexible spending arrangements, health reimbursement arrangements, individual premium reimbursement accounts, qualified transportation programs or health savings accounts, DBI shall be permitted to deduct the past due undisputed amount from any funds held by DBI that were provided by the Employer pursuant to this Agreement or any other agreement between the parties without prior notice and without prior approval of the Employer. This right of offset

Reimbursement Account Administrative Services Agreement

shall be in addition to any other remedies that DBI may have in this Agreement or any other agreement between the parties with respect to such non-payment, including, without limitation, any right to terminate the Agreement, regardless of whether the past due amount is paid in full as a result of the offset rights provided herein.

7.4 Participant Definition

Reimbursement Account participants (FSA, HRA, IPA and TSA) are defined as those individuals who are eligible to receive reimbursement from their account based on the Employer's Plan document. Participant counts for billing purposes are determined on the first business day of each month. Participants that lose eligibility to receive reimbursement after the first business day of a month will be dropped from the count on the following month's invoice.

Article 8 - Miscellaneous Provisions

8.1 Governing Laws

The laws of the State of North Dakota shall govern this Agreement, to the extent they are not inconsistent with or preempted by ERISA, the Internal Revenue Code, or any other applicable federal law.

8.2 Binding Agreements

This Agreement, including any Exhibits attached, constitutes the entire contract between DBI and Employer and no modification or amendment shall be valid unless agreed to in writing by both parties. If there is an inconsistency between the terms of this Agreement and the terms of any prior agreement between the parties, the terms of this Agreement will control, unless otherwise provided in such other agreement. This document may be executed in one or more counterparts, each of which shall be considered an original, but all of which together shall be considered one and the same instrument.

8.3 Final Authority

Except as expressly provided otherwise in this Agreement, Employer has total control and discretionary authority over the Plan and the manner in which it is operated. DBI and its representatives are only an agent of the Employer for processing of qualifying expense requests, as provided under this Agreement.

8.4 Plan Fiduciary

Employer agrees that DBI is not the plan administrator, the Named Fiduciary and is not a plan fiduciary under the Plan(s), as such terms are described under ERISA, except as noted under Section 1.16. DBI shall have no power or authority to waive, alter, breach or modify any terms and conditions of the Plan. DBI shall make payments or distributions from the Custodial Account in accordance with the framework of policies, interpretations, rules, practices and procedures set forth in the Plan, this Agreement and as otherwise agreed upon or directed by Employer. DBI shall neither have nor shall be deemed to exercise any discretion, control, or authority with respect to the disposition of Employer funds. Employer agrees that use of or offset of amounts in the Custodial Account to pay for fees or other amounts due to DBI under this Agreement or any other agreement between the parties shall constitute an Employer action that is authorized by the Employer under this Agreement. Employer agrees that such actions are not discretionary acts of DBI and do not create fiduciary status for DBI. DBI agrees that it will perform services on the Plan's behalf, as set forth in this Agreement and any attachments or other exhibits. However, DBI will not undertake any duties or responsibilities, regardless of whether they are set forth in the Plan, if such actions are in violation of any applicable laws or regulations.

8.5 Successor

In the event of DBI's resignation or inability to serve, the Employer may appoint a successor. Any successor, upon appointment and acceptance, shall succeed to and be invested with all powers conferred on DBI. In such situations, the replacement of DBI shall be considered a termination of this Agreement and the Termination provisions of Article 6 shall remain effective and controlling.

8.6 Tax Obligations

If any tax, fee, assessment and/or penalty is assessed against or with respect to the Plan and/or the services provided by DBI pursuant to this Agreement, and DBI is required to pay that tax, fee, assessment and/or penalty, DBI shall report the payment to the Employer and the Employer shall promptly reimburse DBI for such amount. Without limiting the generality of the foregoing, this provision shall apply to the patient-centered outcomes research fee owed pursuant to Sections 4375 or 4376 of the Internal Revenue Code. The Employer is at all times responsible for the tax consequences in the establishment and operation of the Plan.

8.7 Indemnification

- a) Subject to the limitations in Section 8.8, DBI will be liable to and will defend, indemnify and hold harmless Employer, and its respective officers, directors, employees, agents, representatives, successors and permitted assigns from and against any and all liability, damages, costs, losses and expenses, including attorneys fees, disbursements and court costs, reasonably incurred by Employer in connection with any threatened, pending or adjudicated claim, demand, action, suit or proceeding by any third party which was caused solely and directly by DBI's willful misconduct, criminal conduct, material breach of the Agreement, or violation of the HIPAA privacy or security rules related to or arising out of the services performed by DBI under this Agreement.

Reimbursement Account Administrative Services Agreement

- b) Except as provided in (a) above, Employer will be liable to and will defend, indemnify and hold harmless DBI, and its respective officers, directors, employees, agents, representatives, successors and permitted assigns from and against any and all liability, damages, costs, losses and expenses, including attorneys fees, disbursements and court costs, reasonably incurred by DBI in connection with any threatened, pending or adjudicated claim, demand, action, suit or proceeding by any third party which was caused solely and directly by Employer's willful misconduct, criminal conduct, material breach of the Agreement, or violation of the HIPAA privacy or security rules related to or arising out of the services performed by DBI under this Agreement.
- c) The party seeking indemnification under (a) or (b) above must notify the indemnifying party within twenty (20) days in writing of any actual or threatened action, suit or proceeding to which it claims such indemnification applies. Failure to so notify the indemnifying party shall not be deemed a waiver of the right to seek indemnification, unless the actions of the indemnifying party have been prejudiced by the failure of the other party to provide notice within the required time period.
- d) In the event of a legal, administrative or other action arising out of the administration, processing or determination of a claim for Plan benefits which is filed or asserted against DBI ("Claim Litigation"), DBI may, at its election, select and retain its own counsel to protect its interest. DBI shall be responsible for payment of all legal fees and expenses reasonably incurred by it in defense of Claim Litigation unless the Claim Litigation is attributable to the Employer's actions or inactions in which case the Employer shall be responsible for payment of DBI's legal fees and expenses. DBI shall consult with the Employer before settling Claim Litigation, but DBI shall have the sole discretion to resolve Claim Litigation at the Employer's expense in a reasonable manner and for a reasonable amount under the circumstances. DBI and the Employer shall cooperate fully with each other in the defense of Claim Litigation. In addition, nothing in this subsection (d) shall prevent DBI and/or the Employer from pursuing any rights that such party has under subsection (a) or (b) of this Agreement.

8.8 Limitation of Remedies

In no event shall either Party be liable to the other for consequential, special, exemplary, punitive, indirect or incidental damages, including without limitation any damages resulting from loss of use or loss of profits arising out of or in connection with this Agreement, whether in an action based on contract, tort (including negligence) or any other legal theory whether existing as of the Effective Date or subsequently developed, even if the Party has been advised of the possibility of such damages. In addition, notwithstanding any other provision in this Agreement to the contrary, the maximum total liability of DBI to Employer shall be limited to direct money damages in the dollar amount that is available to cover such liability under the insurance policy or policies provided for in Section 8.21. This remedy is Employer's sole and exclusive remedy. No action under this Agreement may be brought more than two years after the cause of action has accrued.

8.9 Authority

Neither party to this Agreement, when dealing with the other party in relation to the Plan, will be obliged to determine the other party's authority to act pursuant to the Agreement. Furthermore the individuals executing this Agreement on behalf of DBI and Employer do each hereby represent and warrant that (a) they are duly authorized by all necessary action to execute this Agreement on behalf of their respective principals, and (b) the execution and delivery of this Agreement and the consummation of the transactions herein provided have been duly approved by Employer and DBI and do not violate any agreements to which Employer or DBI is a party or otherwise bound.

8.10 Intellectual Property

All materials, including, without limitation, documents, forms (including data collection forms provided by DBI), brochures and online content ("Materials") furnished by DBI to Employer are licensed (not sold). Employer is granted a personal, non-transferable and nonexclusive license to use Materials solely for Employer's own internal business use. Employer does not have the right to copy, distribute, reproduce, alter, display, or use these Materials or any DBI trademarks for any other purpose. Employer agrees that it will keep Materials confidential and will use commercially reasonable efforts to prevent and protect the content of Materials from unauthorized use.

8.11 Gender

Where the context of the Agreement requires, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine.

8.12 Amendments

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings regarding the subject matter hereof, whether written or verbal. Any amendment to this Agreement must be in writing and signed by authorized representatives of both Parties.

8.13 Legal Notice

DBI shall not be bound by any communication until it has been received at its office at 3216 13th Avenue S, Fargo, ND 58103 or at such other address as it has specified to the Employer. The Employer shall not be bound by any communication until it has been received at the address shown below or such other address as it has specified by Employer to DBI.

Reimbursement Account Administrative Services Agreement

8.14 Unenforceability Provision

If any provision of this Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.

8.15 Assignment

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, assigns and successors in interest. Neither party may assign any of its rights under this Agreement without the prior written consent of the other party.

8.16 Waiver

If either party fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party.

8.17 Severability

If any provision of this Agreement is determined by a court to be unenforceable or invalid, such determination shall not affect any other provision, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.

8.18 Disputes

The parties shall cooperate in good faith to resolve any and all disputes (each, a "Dispute") that may arise under or in connection with this Agreement. The existence or resolution of any Dispute as to a matter shall not reduce or otherwise affect the payment or performance by Employer its obligations under this Agreement as to any other matter, unless pursuant to the terms of any such resolution. Employer and DBI shall attempt in good faith to resolve any Dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either party may give the other party written notice of any Dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit to the other party a written response. The notice(s) and the response(s) shall each include (i) a statement of each party's position and a summary of arguments supporting that position, and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the disputing party's notice(s), the executives of the parties subject to the dispute shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to attempt to resolve the Dispute. All reasonable requests for information made by one party to the other will be honored.

8.19 Force Majeure

Neither DBI nor Employer, as applicable under the circumstances, shall be liable or deemed to be in default for failure to perform or delay in performance of any of their respective obligations under this Agreement (other than the Employer's obligation to provide funding for claims or pay service fees) to the extent that such failure or delay results from any act of God; military operation; terrorist attack; widespread and prolonged loss of use of the Internet; national emergency or government restrictions.

8.20 Relationship of the Parties

The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, nor does it create and shall not be construed to create, a relationship of partner or joint venturer or any association for profit between Employer and DBI.

8.21 Insurance

During the term of this Agreement, DBI shall maintain general and professional liability insurance with policy limits of **not less** than \$1,000,000 per occurrence and in the aggregate for the purpose of providing coverage for claims arising out of the performance of its services under this Agreement. Upon request, DBI shall provide Employer with a certificate or certificates of insurance reflecting such insurance coverages.

8.22 Survival

The provisions of Section 2.1, Section 2.15, Article 4, Section 6.4, Section 7.2, Section 8.6, Section 8.7, Section 8.8 and Section 8.10 shall survive the termination of this Agreement.

8.23 Miscellaneous

Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument. Nothing express or implied in this Agreement is intended to confer, and nothing herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations or liabilities whatsoever.

Reimbursement Account Administrative Services Agreement

Authorization

This Agreement, including any attachments or other exhibits, is accepted and agreed to by the parties as of the effective date of this Agreement.

Signed for Employer by:

Signed for Discovery Benefits by:

Print Name and Title

Suzanne Rehr, Chief Risk Officer/EVP

Signature

Signature

Employer Address (for 8.13 Legal Notice purposes)

3216 13th Avenue S. Fargo, ND 58103

Reimbursement Account Administrative Services Agreement

EXHIBIT A

A.1 Covered Plans. The Plans covered by this Agreement include the following:

Plans	Services Included in this Agreement	Service Effective Date (If different from Agreement Effective Date)	Services Not Included in this Agreement
Section 125 Premium Only Plan (POP)	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>
Flexible Spending Accounts (FSA)	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>
Limited Purpose Health FSA (Limited Health FSA)	<input type="checkbox"/>	<input type="text"/>	<input checked="" type="checkbox"/>
Individual Premium Account (IPA)	<input type="checkbox"/>	<input type="text"/>	<input checked="" type="checkbox"/>
Health Reimbursement Arrangement (HRA)	<input type="checkbox"/>	<input type="text"/>	<input checked="" type="checkbox"/>
Limited Purpose HRA (Limited HRA)	<input type="checkbox"/>	<input type="text"/>	<input checked="" type="checkbox"/>
Transportation Fringe Benefit Plan (TSA)	<input type="checkbox"/>	<input type="text"/>	<input checked="" type="checkbox"/>

A.2 Funding Method

- Claims Based
- Deduction/Contribution Based

A.3 Debit Card

A.4 Record-Keeping. The record-keeping services provided by DBI for the Plans, include the following:

Benefits	
Plan Design and Set Up	Included
Web Enrollment	Included
Online Enrollment Presentation (Health FSA and Dependent Care FSA Only)	Included
Employee group meetings	Additional fee
Record-Keeping	
Debit Card (as provided in Exhibit C)	Included
Claims Based or Deduction/Contribution Based (as provided in Exhibit C)	Included
Maintain and update employee FSA/HRA/Transportation Account records	Included
Automatic email to participant when claims received and reimbursement is made	Included
Adjudicate FSA, HRA and Parking/Bicycle Reimbursement Requests	Included
IIAS Compliant Debit Card	Included
Daily processing of reimbursement requests	Included
Issue direct deposit to participant savings or checking accounts	Included
Issue reimbursement checks to participants	Included
Postage for Standard Mailings	Included
Process claims during plan year run-out period	Included
Reconcile records to employer's payroll, if applicable	Included
Administration for 2 ½ month grace period extension, if applicable	Included
Archive records for 7 years	Included
Reporting and Communication – Employer	
Employer Web Portal	Included
Employer Administrative Guide	Included
Daily, weekly and/or monthly reporting available on status of account balances	Included
Consult on interpretation of applicable laws	Included

Reimbursement Account Administrative Services Agreement

Reporting and Communication – Participant	
Employee Administrative Guide	Included
Enrollment Materials	Included
Statement included with each reimbursement check	Included
Communication concerning ineligible claims	Included
Online access to account information 24/7	Included
Quarterly emailed statements to participants	Included
Account balance statement sent 60 days prior to end of plan year (FSA Only)	Included
Toll-free customer service line 7:00 a.m. to 7:00 p.m. CST Monday – Friday (From time-to-time and in compliance with applicable federal and state laws, DBI may monitor and/or record calls which are made to and from the customer service line for quality assurance and training purposes, and/or to ensure that DBI's services fully comply with the terms of this Agreement.)	Included
Compliance, Reporting and Disclosure	
Generic Sample plan document (Section 125, FSA and HRA only)	Included
Generic Sample summary plan description	Included
Generic Sample plan document and summary plan description Updates	Included
Information for Annual 5500 Filing (health FSA and HRA)	Included
Section 125 25% Key Employee Concentration Non-discrimination Testing	Included
Section 129 55% Average Benefits Non-discrimination Testing	Included
Section 129 More than 5% Owners Concentration Non-discrimination Testing	Included
Additional 125 Plan and FSA non-discrimination testing and related services	Additional Fee
Health Reimbursement Arrangement 105(h) non-discrimination testing services	Additional Fee

Reimbursement Account Administrative Services Agreement

EXHIBIT B Fee Schedules

FSA Administrative Fees	
Monthly Administrative Fee <ul style="list-style-type: none"> • Includes Dependent Care • Includes Benefits Debit Card • Spouse, dependent and replacement cards available at no fee 	\$4.90 per FSA Participant per month
Enrollment Meetings	\$350 per day plus travel expense
Enrollment Materials (If requested, assembled kits can be provided at a cost of \$1.25 per kit to assemble without an envelope, \$1.50 per kit to assemble with an envelope.)	Included for standard materials, unassembled.
Postage and Printing (Additional charges may apply for non-standard and/or expedited requests.)	Included for standard mailings and materials
Plan Document and SPD	Included
Direct Deposit	Included
Electronic File Transfers	Included
Minimum Monthly Fee (Applies only if the monthly administrative fee times the number of participants is less than this amount.)	\$50.00
Discovery does not charge implementation, set-up or renewal fees of any kind.	
Fees are guaranteed for five years. Fees are quoted net of commissions.	

Reimbursement Account Administrative Services Agreement

125 Plan and FSA Non-Discrimination Testing – Clients	
A) Standard Tests See below for the list of Standard tests	Included for two test runs per plan year
B) Cafeteria Plan Only (Premium Only Plan/Premium Conversion Plan) See below for the list of Cafeteria Plan tests	\$250 per plan year (two test runs per plan year)
C) Expanded Testing See below for the list of Expanded tests	\$500 per plan year (two test runs per plan year)
Failed Test Follow-Up or Additional Standard Test Runs	\$100 per additional test run
A) Standard Tests Include The Following Tests:	
<ul style="list-style-type: none"> • Cafeteria Plan 25% Key Employee Concentration Test • Dependent Care More than 5% Owners Concentration Test • Dependent Care 55% Average Benefits Test 	
B) Cafeteria Plan Only Tests (Premium Only Plan/Premium Conversion Plan) Include The Following Tests:	
<ul style="list-style-type: none"> • 25% Key Employee Concentration Test • Eligibility Test • Safe Harbor Percentage Test • Contributions and Benefits Test – Safe Harbor for Health Plans • Contributions and Benefits Test <ul style="list-style-type: none"> • Availability Test • Utilization Test 	
C) Expanded Tests Include All Of The Following Tests:	
Cafeteria Plan Only (POP):	
<ul style="list-style-type: none"> • 25% Key Employee Concentration Test • Eligibility Test • Safe Harbor Percentage Test • Contributions and Benefits Test – Safe Harbor for Health Plans • Contributions and Benefits Test <ul style="list-style-type: none"> • Availability Test • Utilization Test 	
Health FSA (Section 105h):	
<ul style="list-style-type: none"> • Health FSA Eligibility Test <ul style="list-style-type: none"> • Nondiscriminatory Classifications Test • 70% Test • 70%/80% Test • Health FSA Benefits Test 	
Dependent Care (Section 129):	
<ul style="list-style-type: none"> • More than 5% Owners Concentration Test (same as above) • 55% Average Benefits Test • Eligibility Test • Contributions and Benefits Test 	

Health Reimbursement Arrangement 105(h) Non-Discrimination Testing Fee Schedule - Clients

Health Reimbursement Arrangement 105(h) Test	\$250 per plan year (two test runs per plan year)
Failed Test Follow-Up or Additional Test Runs	\$100 per additional test run

HRA 105(h) Tests Include The Following:

HRA (Section 105h):

- Eligibility Test
 - Nondiscriminatory Classifications Test
 - 70% Test
 - 70%/80% Test
- Benefits Test

Reimbursement Account Administrative Services Agreement

Exhibit C Debit Card Provisions

To the extent that debit cards (referred to as a "Card" in this Exhibit C) are provided with respect to FSA accounts, TSA accounts and/or HRA accounts, the following additional provisions shall apply with respect to the debit card services. Unless otherwise provided below, all of the provisions of the Agreement shall apply to the provision of debit card services as well.

C.1 Definitions

- 1.1 Card Transaction means when the Card is presented for payment of Qualified Services.
- 1.2 For a Health FSA and/or HRA account, Qualified Services include any and all related goods and services within the meaning of the term "medical care" or "medical expense" as defined in Code Section 213 and the rulings and Treasury regulations thereunder to the extent that such goods and services are allowable for the Account in question. Effective January 1, 2011, expenses with respect to over-the-counter medicines or drugs may not be reimbursed or paid by a Card and will not be Qualified Services, except as may be allowed by IRS Notice 2010-59, IRS Notice 2011-5, or other applicable guidance.
- 1.3 For a TSA account, Qualified Services include "parking," "transit passes," and "commuter highway vehicle," within the meaning of Codes Section 132(f) as it relates to "qualified transportation plans."
- 1.4 Account means the FSA, TSA and/or HRA, as the context requires and as elected by the Employer as part of this Agreement.
- 1.5 Plan Participants or Participants mean Employees that are participating in the Accounts.
- 1.6 Employee means those employees eligible to participate in the Plan.

C.2 General Provisions

- 2.1 DBI shall be responsible to provide administrative services to Participants, including updating Participant records, maintaining accurate account balances and deposit information, activating and deactivating Cards, responding to Participant inquiries and providing appropriate notices of actions taken.
- 2.2 DBI agrees to reasonably ensure compliance with proper use of the Card and take whatever action is necessary to investigate and resolve errors in Card transactions asserted by Participants within five (5) business days.
- 2.3 DBI agrees to cancel, as soon as is practical, access to a Participant's account when a Card is reported as lost or stolen.
- 2.4 DBI agrees, upon notice from Employer of termination or ineligibility of a Participant to, as soon as is practical, deactivate such Participant's Card. Should Employer fail to provide this notice in a timely manner causing payment of ineligible expenses, Employer will be responsible for all costs incurred for subsequent Card transactions made by the terminated or ineligible Participant.
- 2.5 DBI will make available to the Employer, for distribution to the Participants, information as to the proper use of the Card.
- 2.6 Employer agrees to re-credit Participant Accounts by facilitating an after-tax payroll deduction in accordance with applicable law in those instances where the debit card was used to pay for an ineligible expense and the participant failed to reimburse the Plan or the ineligible expense could not be offset with an eligible expense.
- 2.7 Employer agrees to notify DBI immediately upon suspicion or confirmation of inappropriate or fraudulent Card use.
- 2.8 The liability for payment of claims falls on the Employer or the Plan Participant. Any additional costs, including administrative costs, shall be paid by the Employer or Plan Participant. In no event shall DBI be responsible for these payments.
- 2.9 Employer agrees to administer the Plan in accordance with the rules and regulations of the Plan and the Agreement.

Reimbursement Account Administrative Services Agreement

- 2.10 Employer understands and acknowledges that the origination of ACH transactions to the account must comply with the provisions of U.S. law.
- 2.11 Employer agrees to provide all information to be included in any reports or other required documents in a timely fashion, as established by the rules of all governmental entities involved with the Plan, including but not limited to the Department of Labor and the Internal Revenue Service.
- 2.12 As provided in Section 2.15 of the Agreement, the Employer has authorized and instructed DBI in this Agreement to implement its standard administrative procedures to provide services in accordance with this Agreement. Such standard administrative procedures may be different for Card Transactions with respect to a health FSA, TSA and HRA and with respect to one or more groups of Card Transactions, as determined solely by DBI. Such standard administrative procedures may change without notice, as determined solely by DBI.

C.3 Settlement Provisions

- 3.1 Employer has, in conjunction with this Agreement, executed and delivered an Authorization Agreement for Direct Payment form to DBI that, among other things, authorizes the issuer of Cards (the "Issuer") to debit the account ("Account") designated by Employer on such Authorization Agreement for Direct Payment as more fully set forth therein and in this Exhibit C.
- 3.2 All information regarding Employer and its Account in the Authorization Agreement for Direct Payment is true and correct. Employer will provide the Issuer's company ID and routing number to Employer's Depository. If Employer wishes to change the designated Account, Employer must submit the change to Issuer in writing at least ten (10) days before the intended effective date of the change.
- 3.3 Each business day, Issuer is authorized to debit Employer's Account in the amount required to settle all Card Transactions (the "Daily Settlement Amount"). Each business day, collected and available funds in Employer's Account must be greater than or equal to the Daily Settlement Amount for the previous business day.
- 3.4 Notwithstanding whether there are sufficient funds in the Account to pay a debit originated by Issuer, Employer shall reimburse Issuer for all Card Transactions irrespective of whether any authorization for a Card Transaction was made in accordance with the terms of the applicable health or other Employer Plan.
- 3.5 If Employer fails to fund the Account to settle with Issuer for Card Transactions, fails to reimburse Issuer for all Card Transactions, or breaches its obligations to Issuer, Issuer may, at its option, suspend or terminate all Cards or change the method by which Employer may settle with Issuer for Card Transactions, including requiring Employer to prefund a settlement account at Issuer.
- 3.6 Employer acknowledges that Issuer is not a party to the agreement between Employer and DBI and Issuer has no obligation or responsibility to process and or adjudicate benefit claims; Issuer's sole role is to issue Cards and to make settlements arising from Card Transactions based solely on information provided to it by the Card processor.
- 3.7 Employer acknowledges that the Issuer shall be deemed to be a third party beneficiary with respect to Section C.3 and C.4 of this Exhibit C will full rights to rely upon and enforce the provisions thereof.

C.4 Other Provisions

Debit card transactions and direct deposit payments will be settled directly to the Employer Account at the depository financial institution designated by Employer and on record with DBI. Changes to Employer Account information must be made by completing a new Authorization Agreement for Direct Payment form (provided by DBI) and submitting it to DBI. This authorization is to remain in full force and effect until DBI and Issuer receive written notification from an authorized representative of its termination in such time and in such manner as to afford DBI, Issuer and Depository a reasonable opportunity to act on it. DBI may initiate a one-time, non-refundable debit of \$1.00 to test the Account.

Business Associate Agreement

This Business Associate Agreement (the "Agreement") is made and entered into effective **07/01/2013** by and between Discovery Benefits, Inc. ("DBI") and **Village of Willowbrook Health Plan** (the "Plan"), which is sponsored by **Village of Willowbrook** (the "Sponsor").

WITNESSETH:

WHEREAS, DBI provides certain administrative services, activities or functions in connection with the Plan;

WHEREAS, the parties desire to enter into a Business Associate Agreement for the purpose of addressing the "Standards for Privacy of Individually Identifiable Health Information," 45 CFR Part 160 and Part 164, Subparts A and E (the "Privacy Rule"); the "Standards for Electronic Transactions," 45 CFR Part 160, Subpart A, and Part 162, Subpart A and Subparts I through R (the "Electronic Transaction Rule"); and the "Security Standards for the Protection of Electronic Protected Health Information," 45 CFR Part 160, Subpart A, and Part 164, Subparts A and C, (the "Security Rule"); and the privacy and security provisions set forth in the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), contained in Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009; and

WHEREAS, the Sponsor is signing this Business Associate Agreement solely on behalf of the Plan and as a representative of the Plan; and this Business Associate Agreement remains solely between DBI and the Plan.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Plan and DBI agree as follows:

Article I – Definitions

- 1.1 "Agent" shall have the meaning given to it in Section 2.5.
- 1.2 "Breach" shall have the meaning given to it by 45 CFR § 164.402.
- 1.3 "Breach Notification Rule" shall mean the "Standards for Breach Notification for Unsecured Protected Health Information," 45 CFR Part 164, Subpart D, as may be revised from time to time by the Secretary.
- 1.4 "Business Associate" shall have the meaning given to it by 45 CFR § 160.103.
- 1.5 "Designated Record Set" shall have the meaning given to it by 45 CFR § 164.501.
- 1.6 "Health Care Operations" shall have the same meaning given to it in 45 CFR § 164.501.
- 1.7 "HIPAA" shall mean, collectively, the Privacy Rule, the Electronic Transaction Rule, the Security Rule, the HITECH Act and/or the HITECH Rules.
- 1.8 "HITECH Act" shall mean the provisions of Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009. A reference to a section of the HITECH Act shall also include any HITECH Rules related thereto, including any HITECH Rules that may be issued after the effective date of this Agreement.
- 1.9 "HITECH Rules" shall mean any guidance issued related to the HITECH Act by the Department of Health and Human Services, including the Breach Notification Rule.
- 1.10 "Individual" shall mean the person who is the subject of PHI and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 1.11 "Individual Rights Requests" shall mean Access Requests, Amendment Requests, Accounting Requests, and requests under Section 3.3.
- 1.12 "Payment" shall have the same meaning given to it in 45 CFR § 164.501.
- 1.13 "PHI" shall mean any information, whether oral or recorded in any form or medium, that – (i) relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.
- 1.14 "Plan Administration Functions" shall have the same meaning given to it in 45 CFR § 164.504.
- 1.15 "Plan Administrator" shall mean the entity, individual, group or committee appointed by the Sponsor, or its successor or successors, who have authority to administer the Plan.

Reimbursement Account Administrative Services Agreement

- 1.16 "Privacy Official" shall mean the person designated by the Plan to serve as its privacy official within the meaning of 45 CFR § 164.530(a), and any person to whom the Privacy Official has delegated any of his or her duties or responsibilities.
- 1.17 "Protected Information" shall mean PHI received from the Plan or created or received by DBI on behalf of the Plan.
- 1.18 "Required by Law" shall have the same meaning given to it in 45 CFR § 164.103.
- 1.19 "Secretary" shall mean the Secretary of the United States Department of Health and Human Services.
- 1.20 "Services" shall mean the activities, functions and/or services that DBI from time to time renders to or on behalf of the Plan to the extent that those activities, functions and/or services are covered by HIPAA.
- 1.21 "Unsecured PHI" shall mean Protected Information that is not secured through the use of a technology or methodology that renders such Protected Information unusable, unreadable or indecipherable to unauthorized individuals as specified in guidance issued pursuant to Section 13402(h) of the HITECH Act, including the Breach Notification Rule.

Article II – Obligations and Activities of DBI

- 2.1 Status of DBI. DBI acknowledges and agrees that it is a Business Associate of the Plan for purposes of the Privacy Rule.
- 2.2 Permitted Uses and Disclosures of Protected Information.
- (a) Permitted Uses. DBI shall not use Protected Information other than as permitted by this Agreement. DBI may use Protected Information – (i) in connection with the performance, management and administration of the Services, (ii) in its capacity as a Business Associate to the Plan for the proper business management and administration of DBI, (iii) in its capacity as a Business Associate to the Plan to carry out DBI's legal responsibilities; (iv) to report violations of law consistent with 45 CFR § 164.502(j); (v) to the extent and for any purpose authorized by an Individual under 45 CFR §164.508; and (vi) for any purpose provided that no data is identifiable and has been de-identified pursuant to 45 CFR §164.514(b). Notwithstanding the foregoing sentence, DBI shall not use Protected Information in any manner that violates the Privacy Rule or the HITECH Act (including the restrictions set forth in Sections 13405(d) and 13406 of the HITECH Act, if applicable), or that would violate the Privacy Rule or the HITECH Act if so used by the Plan.
- (b) Permitted Disclosures. DBI shall not disclose Protected Information other than as permitted by this Agreement. DBI may disclose Protected Information – (i) in connection with the performance, management and administration of the Services; (ii) to report violations of law consistent with 45 CFR § 164.502(j); (iii) to the extent and for any purpose authorized by an Individual under 45 CFR §164.508; and (iv) for any purpose provided that no data is identifiable and has been de-identified pursuant to 45 CFR §164.514(b). In addition, DBI may also disclose Protected Information to a third party in its capacity as a Business Associate to the Plan for the proper business management and administration of DBI and to carry out DBI's legal responsibilities; provided, that the disclosure is Required by Law, or DBI obtains, prior to the disclosure – (1) reasonable assurances from the third party that the Protected Information will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the third party, and (2) an agreement from the third party that the third party will notify DBI immediately of any instances in which it knows the confidentiality of the information has been breached. Further, DBI shall disclose, upon request, Protected Information to the Sponsor for Plan Administration Functions and to designated Sponsor employees (or designated Business Associates of the Plan) who are working for or on behalf of the Plan for purposes of Payment and Health Care Operations (including claims assistance activities) consistent with 45 CFR § 164.506(c)(1). Notwithstanding the foregoing three sentences, DBI shall not disclose Protected Information in any manner that violates the Privacy Rule or the HITECH Act (including the restrictions set forth in Sections 13405(d) and 13406 of the HITECH Act), or that would violate the Privacy Rule or the HITECH Act if so disclosed by the Plan.
- (c) Minimum Necessary. To the extent required by the Privacy Rule, DBI shall only request, use and/or disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use and/or disclosure. For this purpose, the determination of what constitutes the minimum necessary amount of Protected Information shall be determined in accordance with Section 164.502(b) of the Privacy Rule, as amended by Section 13405(b) of the HITECH Act.
- (d) Direct Application of Privacy Rules. DBI shall not use and/or disclose Protected Information or provide any Services that require the use and/or disclosure of Protected Information unless such use and/or disclosure directly complies with this Section 2.2 and Section 13404(a) of the HITECH Act.
- (e) GINA Provisions. Notwithstanding subsections (a) through (c) above, from and after the effective date required by the Privacy Rule, DBI shall not use and/or disclose Protected Information that is genetic information for underwriting purposes, as set forth in the final regulations issued pursuant to Section 105 of the Genetic Information Nondiscrimination Act of 2008.

Reimbursement Account Administrative Services Agreement

- 2.3** Safeguards. DBI shall maintain and use appropriate and commercially reasonable safeguards to prevent use and/or disclosure of Protected Information other than as permitted or required in this Agreement.
- 2.4** Reports of Prohibited Disclosures. If DBI becomes aware of a disclosure of an Individual's Protected Information by DBI and the disclosure violated the provisions of this Agreement, DBI must inform the Privacy Official regarding the prohibited disclosure of the Individual's Protected Information. To the extent that a disclosure described in this Section 2.4 also constitutes a Breach of Unsecured PHI, the provisions of this Section 2.4 shall not apply, but rather the provisions of Section 2.8 shall apply.
- 2.5** Agents. DBI shall require each of its representatives, agents, contractors and subcontractors (collectively, "Agents") to whom DBI provides Protected Information on behalf of the Plan to agree to observe the restrictions on use and disclosure of the Protected Information imposed upon DBI by this Agreement, the Privacy Rule and the HITECH Act.
- 2.6** Access by Secretary. DBI shall make available to the Secretary DBI's internal practices, books and records (including its policies and procedures) relating to DBI's use and disclosure of Protected Information for the purpose of enabling the Secretary to assess the Plan's and/or DBI's compliance with HIPAA. DBI shall inform the Privacy Official of any request sent by the Secretary on behalf of the Plan that is received by DBI, unless it is prohibited by applicable law from doing so.
- 2.7** Mitigation. DBI agrees to mitigate, to the extent practicable, any harmful effect that is known to DBI of a use or disclosure of Protected Information by DBI in violation of the requirements of this Agreement.
- 2.8** Notice of Breach of Unsecured PHI.
- (a) DBI Requirements. Upon DBI's discovery of a Breach of Unsecured PHI by DBI which occurs on or after the Compliance Date (as set forth in subsection (d) below), DBI shall –
- (1) Pursuant to the requirements set forth in subsection (b) below, provide written notice of the Breach, on behalf of the Plan, without unreasonable delay but no later than sixty (60) calendar days following the date the Breach is discovered or such later date as is authorized under 45 CFR § 164.412, to:
 - (i) each Individual whose Unsecured PHI has been, or is reasonably believed by DBI to have been, accessed, acquired, used or disclosed as a result of the Breach;
 - (ii) the media to the extent required under 45 CFR § 164.406; and
 - (iii) the Secretary to the extent required under 45 CFR § 164.408 (unless the Plan has elected to provide this notification and has informed DBI);
 - (2) Pursuant to the requirements set forth in subsection (c) below, provide written notice of the Breach to the Privacy Official, as soon as administratively practicable, but no later than three (3) business days after the Breach is discovered; and
 - (3) If the Breach involves less than 500 individuals, maintain a log or other documentation of the Breach which contains such information as would be required to be included if the log were maintained by the Plan pursuant to 45 CFR § 164.408, and provide such log to the Plan within five (5) business days of the Plan's written request.
- (b) Notice Requirements. This subsection (b) provides the following special rules that shall each be applicable to the provisions of Section 2.8(a)(1) –
- (1) The date that a Breach is discovered shall be determined by DBI, in its sole discretion, in accordance with the Breach Notification Rule.
 - (2) The content, form and delivery of each of the notices required by Section 2.8(a)(1) shall comply in all respects with the breach notification provisions applicable to the Plan, as set forth in the Breach Notification Rule.
 - (3) DBI shall send the notices described in Section 2.8(a)(1)(i) to each Individual using the address on file with DBI (or as may be otherwise provided by the Plan). If the notice to any Individual is returned as undeliverable, DBI shall make one additional attempt to deliver the notice to the Individual using such information as is reasonably available to it, or shall take other action required by the Breach Notification Rule.
 - (4) With respect to notices required under Section 2.8(a)(1)(i) and (ii), DBI and the Privacy Official shall cooperate in all respects regarding the drafting and the content of the notices. To that end, before sending any notice to any Individual or the media under Section 2.8(a)(1)(i) or (ii), DBI shall first provide a draft of the notice to the Privacy Official. The Privacy Official shall have five business days (plus any reasonable extensions) to either

Reimbursement Account Administrative Services Agreement

approve DBI's draft of the notice or revise the language of the notice. Alternatively, the Privacy Official may elect to draft the notice for review by DBI. Once DBI and the Privacy Official agree on the final content of the notice, DBI shall send the notice to the Individuals and/or the media based on the requirements of the Breach Notification Rule.

- (c) Privacy Official Notice. The notice to the Privacy Official pursuant to Section 2.8(a)(2) shall include the identity of each Individual whose Unsecured PHI was involved in the Breach and a brief description of the Breach. To the extent that DBI does not know the identities of all affected Individuals when it is required to notify the Privacy Official, DBI shall provide such information as soon as administratively practicable after such information becomes available. Upon the Plan's written request, DBI shall provide such additional information regarding the Breach as may be reasonably requested from time to time by the Plan.
- (d) Compliance Date. For purposes of this Section 2.8, the "Compliance Date" shall mean February 17, 2010.
- (e) Services Agreement. DBI reserves the right to charge reasonable, cost based fees for sending the notices required by this Section 2.8 should a Breach be due to actions on the part of the Plan Sponsor, the Plan or any other entity other than DBI, its vendors or subcontractors.

Article III – Individual Rights Requirements

3.1 Designated Record Sets.

- (a) General. DBI agrees to maintain a Designated Record Set for the Plan in a manner and form that will allow the Plan to provide access and amendment rights to an Individual with respect to the Individual's Protected Information in conformance with 45 CFR §§ 164.524 and 164.526.
- (b) Access Requests. Upon request from the Plan, DBI shall process and respond to a request by an Individual for access to an individual's Protected Information that is maintained by DBI in a Designated Record Set pursuant to 45 CFR § 164.524 (an "Access Request"). DBI shall respond to such Access Request within the timeframes required by 45 CFR § 164.524 by furnishing such Protected Information to the Plan. Thereafter, the Plan shall be responsible for sending such information to the Individual.
- (c) Amendment Requests. Upon request from the Plan, DBI shall process a request by an Individual for amendments to an Individual's Protected Information that is maintained by DBI in a Designated Record Set pursuant to 45 CFR § 164.526 (an "Amendment Request"). DBI shall process such Amendment Request within the timeframes required by 45 CFR § 164.526.
- (d) Coordination with Privacy Official. DBI shall coordinate and cooperate with the Privacy Official (or any other person designated by the Plan Administrator for this purpose) regarding all processing, recordkeeping and documentation issues relating to Access Requests and Amendment Requests. Notwithstanding the foregoing, DBI shall not be obligated to coordinate with the Privacy Official if an Individual files an Access Request or Amendment Request with DBI and such request is directed solely to DBI.

3.2 Accountings.

- (a) Documentation of Disclosures. DBI agrees to document and maintain a log of any and all disclosures from and after the date required by 45 CFR § 164.528 made by DBI of Protected Information in a manner and form that will allow the Plan to provide to an Individual an accounting of disclosures of the Individual's Protected Information in conformance with 45 CFR § 164.528.
- (b) Accounting Requests. Upon request from the Plan, DBI shall process and respond to a request by an Individual for an accounting of disclosures of an Individual's Protected Information pursuant to 45 CFR § 164.528 (an "Accounting Request"). DBI shall respond to such Accounting Request within the timeframes required by 45 CFR § 164.528 by furnishing such accounting to the Plan. Thereafter, the Plan shall be responsible for sending such information to the Individual.
- (c) Coordination with Privacy Official. DBI shall coordinate and cooperate with the Privacy Official (or any other person designated by the Plan Administrator for this purpose) regarding all processing, recordkeeping and documentation issues relating to Accounting Requests. Notwithstanding the foregoing, DBI shall not be obligated to coordinate with the Privacy Official if an Individual files an Accounting Request with DBI and such request is directed solely to DBI.

3.3 Privacy Protection Requests.

- (a) Restriction Requests on Uses and Disclosures. The Plan and DBI on behalf of the Plan shall not agree to a restriction on the use or disclosure of Protected Information pursuant to 45 CFR § 164.522(a) or Section 13405(a) of

Reimbursement Account Administrative Services Agreement

the HITECH Act without first consulting with the other party. DBI is not obligated to implement any restriction, if such restriction would hinder Health Care Operations or the Services DBI provides to the Plan, unless such restriction would otherwise be required by Section 13405(a) of the HITECH Act.

- (b) Confidential Communication Requests. DBI shall implement any reasonable requests by Individuals relating to a request to receive communications of Protected Information by alternative means or at alternative locations to the extent required by 45 CFR § 164.522(b).
- (c) Coordination with Privacy Official. DBI shall coordinate and cooperate with the Privacy Official (or any other person designated by the Plan Administrator for this purpose) regarding all processing, recordkeeping and documentation issues relating to requests under this Section 3.3.

Article IV – Electronic Transaction Rule

- 4.1 Business Associate Requirements. DBI acknowledges that it is a Business Associate of the Plan for purposes of the Electronic Transaction Rule. DBI agrees that it shall comply with all Electronic Transaction Rule requirements that may be applicable to DBI with respect to the Services it provides to and on behalf of the Plan. DBI shall also require each of its Agents to whom DBI provides Protected Information that is received from, or created or received by DBI on behalf of the Plan to comply with the applicable requirements of the Electronic Transaction Rule.
- 4.2 Sponsor Transmissions. Electronic transmissions between DBI and the Sponsor are not required to comply with the Electronic Transaction Rule. Accordingly, the Sponsor hereby represents and warrants that all electronic transmissions with respect to the Plan between the Sponsor (either directly or through its designated agent) and DBI, relating to – (i) enrollment and disenrollment information and (ii) premium payment information, as each are covered by the Electronic Transaction Rule, are sent or received by the Sponsor (either directly or through its designated agent) in the Sponsor's capacity as an employer and are not sent or received by the Plan.

Article V – Obligations of Plan

- 5.1 Privacy Notice. Upon request, the Plan shall provide DBI with a copy of its notice of privacy practices pursuant to 45 CFR § 164.520.
- 5.2 Authorizations. The Plan shall notify DBI of any changes in or revocations of Individual authorizations for use or disclosure of Protected Information to the extent that such changes or revocations may affect DBI's use or disclosure of Protected Information.
- 5.3 Officials. The Plan shall notify DBI of the current name and contact information of the Plan Administrator, the Privacy Official and any other person that has the authority to act on behalf of the Plan with respect to the provisions contained in this Agreement.
- 5.4 Plan Amendments. Sponsor represents that it has amended its Plan documents to include specific provisions to restrict the use or disclosure of PHI and to ensure adequate procedural safeguards and accounting mechanisms for such uses or disclosures, in accordance with the Privacy Rule.
- 5.5 Additional Certification. The Plan represents and warrants that: (a) it has amended its plan documents, in accordance with 45 CFR § 164.504(f), so as to allow the Plan to receive Protected Information; (b) it has received a certification from the Sponsor in accordance with 45 CFR § 164.504(f)(2)(ii), and will provide a copy of such certification to DBI upon request; (c) the plan document amendments permit the Plan to receive Protected Information (including detailed invoices, reports and statements from DBI); and (d) the Plan has determined, through its own policies and procedures and in compliance with Section 13405(b) of the HITECH Act, that the Protected Information that it receives from DBI (including the detailed invoices, reports and statements) contain the minimum information necessary for the Plan to carry out its Payment and Health Care Operations activities.

Article VI – Amendment and Termination

- 6.1 Amendment. No change, modification, or attempted waiver of any of the provisions of this Agreement shall be binding upon any party hereto unless reduced to writing and signed by the party against whom enforcement is sought. DBI agrees to take such action as is necessary to amend this Agreement from time to time as the Plan reasonably determines necessary to comply with HIPAA, or any other applicable law, rule or regulation.
- 6.2 Term. The Term of this Agreement shall be effective on the date first written above (except as otherwise noted herein) and shall terminate when all of the Protected Information received from the Plan, or created or received by DBI on behalf of the Plan, is destroyed in accordance with the Plan's authorization or is returned to the Plan (or its designated agents) pursuant to Section 6.4.

Reimbursement Account Administrative Services Agreement

- 6.3** Termination. If one party to this Agreement (the “Non-Breaching Party”) has knowledge of a material violation of this Agreement by the other party to this Agreement (the “Breaching Party”), as determined in good faith by the Non-Breaching Party, the Non-Breaching Party shall promptly:
- (a) Provide an opportunity for the Breaching Party to end and to cure the material violation within a reasonable time specified by the Non-Breaching Party, and if the Breaching Party does not end and cure the material violation within such time (including reasonable extensions that the Non-Breaching Party determines are necessary) to the satisfaction of the Non-Breaching Party, the Non-Breaching Party shall immediately terminate the Services rendered by DBI and any agreement or contract related thereto; or
 - (b) If a cure is not possible as determined by the Non-Breaching Party in its sole discretion, the Non-Breaching Party shall immediately terminate the Services rendered by DBI and any agreement or contract related thereto; provided, however, if neither termination nor cure are feasible, the Non-Breaching Party shall report the material violation to the Secretary.
- 6.4** Effect of Termination. Upon termination pursuant to Section 6.3, the Plan within a reasonable time thereafter shall inform DBI to either destroy or return to the Plan (or any agents designated by the Plan) the Protected Information that DBI and its Agents maintains in any form, and DBI and its Agents shall retain no copies of the Protected Information. However, in many situations DBI maintains one or more backup copies of Protected Information for auditing, data management and other related purposes and DBI has determined that destruction of all copies of Protected Information that it maintains is infeasible. Therefore, after termination of the Services and pursuant to 45 CFR § 164.502(e)(2)(ii)(I), this Agreement shall remain in effect and DBI shall continue to observe and shall ensure that its Agents continue to observe its obligations under this Agreement to the extent copies of the Protected Information are retained by DBI and shall limit further uses and disclosures of Protected Information to the purposes that make its return or destruction infeasible and that are consistent with the Privacy Rule.

Article VII – Electronic Security Standards

- 7.1** Definitions. When used in this Article, the following terms shall have the meanings set forth as follows:
- (a) “Electronic Media” shall have the meaning given to it in 45 CFR § 160.103.
 - (b) “Electronic Protected Information” shall mean Protected Information received from the Plan or created or received by DBI on behalf of the Plan that is transmitted by Electronic Media or maintained in Electronic Media.
 - (c) “Security Incident” shall have the meaning given to it in 45 CFR § 164.304.
- 7.2** Requirements. Pursuant to 45 CFR § 164.314(a)(2)(i), DBI shall:
- (a) Implement, maintain and document administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Information to the extent required by the Security Rule;
 - (b) Report (pursuant to the terms and conditions of Section 7.3) to the Privacy Official (or such other person designated for this purpose) any Security Incident of which DBI becomes aware and which occurred during the applicable reporting period; and
 - (c) Require each of its agents (including a subcontractor) to whom DBI provides Electronic Protected Information on behalf of the Plan to agree to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Information that is provided to the agent to the extent required by the Security Rule.
- 7.3** Reporting Protocols. All reports required by Section 7.2(b) shall be provided pursuant to the terms and conditions specified in this Section.
- (a) Attempted Security Incidents. Reporting for any Security Incident involving the attempted unauthorized access, use, disclosure, modification or destruction of Electronic Protected Information (collectively, an “Attempted Security Incident”) shall be provided pursuant to the standard reporting protocols of DBI (as determined by DBI).
 - (b) Successful Security Incident. Reporting for any Security Incident involving the successful unauthorized access, use, disclosure, modification or destruction of Electronic Protected Information (collectively, a “Successful Security Incident”) shall be provided to the Plan pursuant to the standard reporting protocols of DBI (as determined by DBI); provided, that (i) the reports shall at a minimum include the date of the incident, the parties involved (if known, including the names of Individuals affected), a description of the Successful Security Incident, a description of the

Reimbursement Account Administrative Services Agreement

Electronic Protected Information involved in the incident and any action taken to mitigate the impact of the Successful Security Incident and/or prevent its future recurrence and (ii) the reports shall satisfy the minimum requirements for Security Incident reporting that may be required from time to time by the Secretary. In addition, Successful Security Incidents shall be reported to the Plan as soon as administratively practicable after the occurrence of the incident taking into account the severity and nature of the incident. Notwithstanding the foregoing, the Plan may request details about one or more Successful Security Incidents, and DBI shall have thirty (30) days thereafter to furnish the requested information.

(c) Breach of Unsecured PHI. To the extent that a Security Incident described in this Section 7.3 also constitutes a Breach of Unsecured PHI, the provisions of this Section 7.3 shall not apply, but rather the provisions of Section 2.8 shall apply.

- 7.4 Mitigation. DBI agrees to mitigate, to the extent practicable, any harmful effect that is known to DBI relating to any Security Incident.
- 7.5 Access by Secretary. DBI shall make available to the Secretary DBI's internal practices, books and records (including its policies and procedures) relating to the safeguards established by DBI with respect to Electronic Protected Information for the purpose of enabling the Secretary to assess DBI and/or the Plan's compliance with the Security Rule. DBI shall inform the Privacy Official of any request sent by the Secretary on behalf of the Plan that is received by DBI, unless DBI is prevented by applicable law from doing so.
- 7.6 HITECH Act Compliance. With respect to Electronic Protected Information and the requirements set forth in this Article VII, DBI shall directly comply with (a) Section 13401(a) of the HITECH Act, including with respect to the administrative, physical and technical safeguards described in 45 CFR §§ 164.308, 164.310, 164.312 and 164.316 of the Security Rule and (b) Section 13401(c) of the HITECH Act (relating to annual technical safeguard guidance to be issued by the Secretary).

Article VIII – General

- 8.1 Other Agreements. The Plan and DBI acknowledge and affirm that this Agreement is in no way intended to address or cover all aspects of the relationship of the Plan and DBI and of the Services that are rendered by DBI to and on behalf of the Plan. Rather, this Agreement deals only with those matters that are specifically addressed herein. Further, this Agreement supersedes any prior business associate agreements entered into by DBI and the Plan (or any predecessor to the Plan), and shall apply to all Protected Information existing as of the effective date of this Agreement or created or received thereafter while this Agreement is in effect.
- 8.2 Indemnification. Any indemnification relating to violations of this Agreement by DBI or the Plan (or the Sponsor on behalf of the Plan) shall be addressed to the extent applicable by the Services agreement of the parties.
- 8.3 Severability. The provisions of this Agreement shall be severable, and the invalidity or unenforceability of any provision (or part thereof) of this Agreement shall in no way affect the validity or enforceability of any other provisions (or remaining part thereof). If any part of any provision contained in this Agreement is determined by a court of competent jurisdiction, or by any administrative tribunal, to be invalid, illegal or incapable of being enforced, then the court or tribunal shall interpret such provisions in a manner so as to enforce them to the fullest extent of the law.
- 8.4 Interpretation. The provisions of this Agreement shall be interpreted in a manner intended to achieve compliance with HIPAA. Whenever the Agreement uses the term "including" followed by a specific item or items, or there is a passage having a similar effect, such passages of the Agreement shall be construed as if the phrase "without limitation" followed such term (or otherwise applied to such passage in a manner that avoids limitations on its breadth of application). Where the term "and/or" is used in this Agreement, the provision that includes the term shall have the meaning the provision would have if "and" replaced "and/or," but it shall also have the meaning the provision would have if "or" replaced "and/or."
- 8.5 Counterparts. Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument.
- 8.6 Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, assigns and successors in interest. The Plan shall have the right to assign this Agreement to any successor or surviving health plan, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by any such assignee.
- 8.7 No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, and nothing herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations or liabilities whatsoever.
- 8.8 Applicable Law. The provisions of this Agreement shall be construed and administered to, and its validity and enforceability determined under HIPAA. To the extent that HIPAA is not applicable in a particular circumstance, the provisions of this

Reimbursement Account Administrative Services Agreement

Agreement shall be construed and administered to, and its validity and enforceability determined under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In the event that HIPAA and ERISA do not preempt state law in a particular circumstance, the laws of the State of North Dakota shall govern.

Authorization

This Agreement is accepted and agreed to by the parties as of the effective date of this Agreement.

Signed for by Sponsor on behalf of and as a representative of the Plan:

Signed for Discovery Benefits by:

Print Name and Title

Suzanne Rehr, Chief Risk Officer/EVP

Signature

Signature

Sponsor Address:

3216 13th Avenue S. Fargo, ND 58103