

MEMORANDUM

TO: Village President and Board of Trustees

FROM: Robert O. Barber, Village Administrator



DATE: Friday, April 6, 2018

RE: VILLAGE ADMINISTRATOR MATERIALS FOR VILLAGE BOARD MEETING

BOARD MEETING DATE: *Monday, April 9, 2018 at 7:00 p.m.*

A G E N D A

I. PLEDGE TO THE FLAG

II. ROLL CALL

III. APPROVAL OF MINUTES

IV. RECOGNITION OF AUDIENCE

V. REPORTS OF VILLAGE COMMISSIONS

1. BEAUTIFICATION COMMISSION - Harold Cowger

2. FOURTH OF JULY COMMISSION - Marcy Meyer/Greg Szymanski

- bids will be opened on the raffle car on April 11th and the Village Board will be consider these bids at the next meeting. The Fourth of July Commission will be meeting on Thursday, April 19th at 6:30 p.m. at the Village Hall.

3. YOUTH COMMISSION - Stacy Mazurek

4. RIBBON OF HOPE COMMISSION - Frank Basile

5. HISTORIC PRESERVATION COMMISSION - Scott Wehling

VI. CONSIDER A MOTION APPROVING THE TREASURER'S REPORT AND THE REPORT OF FINANCIAL ACTIVITY IN THE PRIOR MONTH. - Frank Basile

VII. VARIANCE REPORTS FOR THE PRECEDING MONTH are enclosed for your review - Frank Basile.

VIII. APPROVAL OF BILLS FOR THE PRIOR MONTH - Frank Basile

IX. CONTINUED DISCUSSION OF THE PROPOSED BUDGET FOR FY 2018/2019. This is the last opportunity to discuss the budget prior to posting on the Village's website and notice of public hearing for the April 23rd meeting. Any last minute changes?

X. CONSIDER A FIVE YEAR AGREEMENT IN THE AMOUNT OF \$495 PER YEAR TO THE VILLAGE AND A SERVICE FEE OF \$12.95 PER YEAR TO THE TESTER OF CROSS CONNECTION PROTECTION DEVICES IN THE VILLAGE. There are approximately 200-300 cross connection devices in the Village and they need to be tested and certified annually per the IEPA. This is a third party vendor that will administer our program for a period fo five years and keep us in compliance with the annual certifications. They process all tests and provide reminders to customers for the tests to be done each year. The Supt. and the Treasurer will explain the program in more detail at the meeting if requested to do so. It is recommended that we do this since outsourcing removes the Village from the permitting process and this company is becoming a clearinghouse for many communities and testing companies. This is similar to the Oxcart standard permitting process for trucks and is much more efficient.

XI. CONSIDER A MOTION AUTHORIZING APPROVAL OF A NEW SET OF BYLAWS FOR THE ILLINOIS PUBLIC RISK FUND. This is our workers compensation pool and there are no significant changes. It is recommended that the enclosed updated agreement and bylaws be approved.

XI. OLD BUSINESS

XII. NEW BUSINESS

XIII. ADJOURN INTO EXECUTIVE SESSION (if necessary)

XIV. ADJOURNMENT

**MINUTES OF THE REGULAR MEETING OF THE PRESIDENT
& BOARD OF TRUSTEES OF THE VILLAGE OF BEECHER
HELD AT THE BEECHER VILLAGE HALL,
625 DIXIE HIGHWAY, BEECHER, ILLINOIS
MARCH 26, 2018 -- 7:00 P.M.**

All present joined in the Pledge to the Flag.

President Szymanski called the meeting to order.

ROLL CALL

PRESENT: President Szymanski and Trustees Basile, Meyer, Kraus, Mazurek, Kypuros and Wehling.

ABSENT: None.

STAFF PRESENT: Clerk Janett Conner, Administrator Robert Barber, Superintendent of Public Works Bud Cowger and Police Chief Greg Smith.

GUEST: George Schuitema and Ray Koenig.

President Szymanski asked for consideration of the minutes of the March 12, 2018 Board meeting. Trustee Kraus made a motion to approve the minutes as written. Trustee Basile seconded the motion.

AYES: (6) Trustees Basile, Meyer, Kraus, Mazurek, Kypuros and Wehling.

NAYS: (0) None.

Motion Carried.

CLERK'S REPORT

1) A report on income received since the last meeting was provided. 2) Clerk Conner announced that the Will County Clerk's office sent out filing information for Economic Interest Statements to those required to file. The deadline to file is May 1st.

A. FINANCE AND ADMINISTRATION COMMITTEE

The Board was provided a revised budget with changes made at the budget workshop. Board members were asked to review this and it will be discussed on April 9th. Trustee Kraus asked about combining all of the police part-time hours including the EMA hours. The EMA employee's rate of pay will be discussed in Executive Session.

Trustee Basile reported that the Village's tax rate for 2017 collectible in 2018 will be 0.7399, which is 0.0069 less than last year.

B. PUBLIC BUILDINGS AND PROPERTIES, PARKS AND RECREATION COMMITTEE

Trustee Wehling provided an update on the tot lot proposed for Firemen's Park. The Fire Department has been approached and has not made any decision on a contribution amount yet. Beecher Recreation has also been approached. There may be a need to relocate the equipment depending on the location of some pipes in the Park.

An update on ballfield lights for Firemen's #2 field was provided. There was nothing new to report, still waiting on Beecher Recreation for more information.

A Welton Stedt Park update was provided. Public Works has begun working on preparing the fields for practice and the Committee was going to obtain a price for an overhaul of the two south infields. Trustee Wehling asked that the fields be rolled. The two south fields will only be used for practice at this point, according to Beecher Recreation.

C. PLANNING, BUILDING AND ZONING COMMITTEE

The Building Department monthly report was provided in the packet for review.

Trustee Mazurek provided a Comprehensive Plan grant update. The Village attended a pre-RFP meeting at CMAP headquarters. CMAP is accepting proposals until March 30th and a selection committee consisting of George Schuitema, Bob Heim, Administrator Barber and two CMAP representatives will interview the finalists and make a selection by May 1st. \$20,000 worth of work must be completed by June 30th to ensure sufficient program funds moving forward.

D. PUBLIC SAFETY COMMITTEE

The Police Department monthly report was provided for review.

The EMA and Code Enforcement monthly reports were provided in the packet for review.

The results of the state-wide tornado drill on March 6th was provided. All schools participated and all sirens were working.

E. PUBLIC WORKS COMMITTEE

The Water and Sewer Department monthly reports were included in the packet for review.

The water billing register for January and February was provided in the packet for review. The pumped to billed ratio was 60%. A big leak was discovered at the end of the billing cycle on Linden so the numbers will be looked at again after the next billing to see if the ratio improves.

The Board discussed replacement of Floyd Burger, who plans to retire on May 4th. There was discussion on hiring a Class 1 Sewer Operator by combining the MMI pay and the pay for the contractual sewer plant operator. Trustee Kypuros would like to advertise for both positions to see if there is interest for a Class 1 Operator or potential operator, but also advertise for the MMI in the event that the Village does not find the right fit for the Class 1 Operator. The intent is to only hire one person, but it could be two if the price was right. We can wait and see what we can get and make a decision from there. The jobs will be posted on Tuesday.

A wastewater treatment plant project update was provided. The loan agreement arrived in the mail today and was signed and returned. Engineer Ray Koenig from Baxter and Woodman provided a handout on the construction timeline for the improvements. Administrator Barber asked about any considerations on plant operations going into the winter time, depending on the construction progress.

A Penfield Street watermain project close-out update was provided. The Village received the final payment and are still waiting for the Illinois Environmental Protection Agency (IEPA) inspector to come out and walk the job with the engineer and sign off on the project.

Ray Koenig provided a Penfield Street STP project update. He said the project was delayed by a year due to the Historic Preservation Commission wanting historical designation for the Penfield Street bridge. The project should be completed in one year with restoration occurring the following year.

A Dunbar Street watermain update was provided by Mr. Koenig. The project is entering the final design phase and it should be a 60-day project with 60 days for final restoration. There are still some permit issues to deal with through Will County.

The Chestnut Street lights still haven't been turned on by ComEd.

Superintendent Cowger reported on the curb and sidewalk repair program. Public Works will be first making a list of areas to be addressed, and then the project starts in May if the budget is approved.

Street sweeping will be conducted in late April. The program will be done during daytime hours due to noise complaints about night sweeping in previous years.

Superintendent Cowger reported that in the next 3-4 weeks, spring hydrant flushing will be done. Signs will be put out to let residents know.

The Village has about 600 tons of road salt in storage and 600 more tons on order for next winter. Approximately 900 tons were used this winter.

F. ECONOMIC DEVELOPMENT AND COMMUNITY RELATIONS COMMITTEE

Comcast provided an annual report and notification to modify channel line-up on some of its packages. A letter was provided in the packet for review.

Board members were asked if they had any suggestions for the Spring newsletter. Articles on the new Chief, Dunbar watermain, President's corner, sewer plant and other seasonal articles are planned. Trustee Wehling commented to put a note in the newsletter that if anyone comes across any historical items in Spring cleaning, they can donate them to the museum.

G. VILLAGE PRESIDENT'S REPORT

President Szymanski reported that the Will County Governmental League sponsored a county forum on the future of groundwater supply. It was learned that on the western edge of Will County the water tables are drying up. It was also learned that the water we get today took 1000 years to get here. It was a very interesting meeting.

Beecher, Peotone and Monee will host a South Suburban Mayors and Managers dinner meeting on Thursday, May 17th at Bult Field. Plans are underway for this event and we are inviting each Trustee to attend since we are hosting.

President Szymanski provided a report on the Will County Governmental League Lobby Day. A meeting was held with Governor Rauner in the morning, but all other meetings were cancelled.

President Szymanski appointed Dawn Bruno to the Beecher Youth Commission, replacing Phil Salmen. Trustee Mazurek made a motion to approve President Szymanski's appointment of Dawn Bruno to the Beecher Youth Commission. Trustee Kypuros seconded the motion.

AYES: (6) Trustees Basile, Meyer, Kraus, Mazurek, Kypuros and Wehling.

NAYS: (0) None.

Motion Carried.

President Szymanski requested an Executive Session be held to discuss the pay rate for the Treasurer, pay rate for the EMA employee and discuss the Lieutenant's Memorandum of Understanding (MOU).

Trustee Kraus made a motion to adjourn into Executive Session at 7:43 p.m. Trustee Meyer seconded the motion.

AYES: (6) Trustees Basile, Meyer, Kraus, Mazurek, Kypuros and Wehling.

NAYS: (0) None.

Motion Carried.

Trustee Kraus made a motion to return to regular session at 8:36 p.m. Trustee Basile seconded the motion.

AYES: (6) Trustees Basile, Meyer, Kraus, Mazurek, Kypuros and Wehling.

NAYS: (0) None.

Motion Carried.

I. NEW BUSINESS

Trustee Kraus made a motion to rescind the Memorandum of Understanding (MOU) with Denis Tatgenhorst dated September 19, 2016. Trustee Kypuros seconded the motion.

AYES: (6) Trustees Basile, Meyer, Kraus, Mazurek, Kypuros and Wehling.

NAYS: (0) None.

Motion Carried.

Trustee Kraus discussed the Police Department full-time hiring list procedures. There were interviews done previously and three part-time candidates were ranked and put on a hiring list. Promoting from within has been past practice by the previous chief and the hiring process was discussed with and approved by Trustee Kraus at that time. Trustee Kraus would like to throw out the full-time hiring list established and advertise outside of the department. Trustee Kraus explained what he learned about how other departments do their hiring. Administrator Barber expressed concerns about possible litigation that could come out of throwing out the list. Other Board members were asked their opinions about this. Chief Smith said the officers on the hiring list are very dedicated to the community and he is willing to work with and mentor them if hired full-time. President Szymanski said this list couldn't be scrapped by Committee. This would be the Chief's decision. If hiring from the outside, the three part-timers on the hiring list could also apply, be considered again and could be hired.

Administrator Barber reported that a meeting was held earlier in the day with other communities about the Intergovernmental Agreement with WPAL and will be discussed further in April.

There being no further business, President Szymanski asked for a motion to adjourn. Trustee Basile made a motion to adjourn the meeting. Trustee Mazurek seconded the motion.

AYES: (6) Trustees Basile, Meyer, Kraus, Mazurek, Kypuros and Wehling.

NAYS: (0) None.

Motion Carried.

Meeting adjourned at 9:00 p.m.

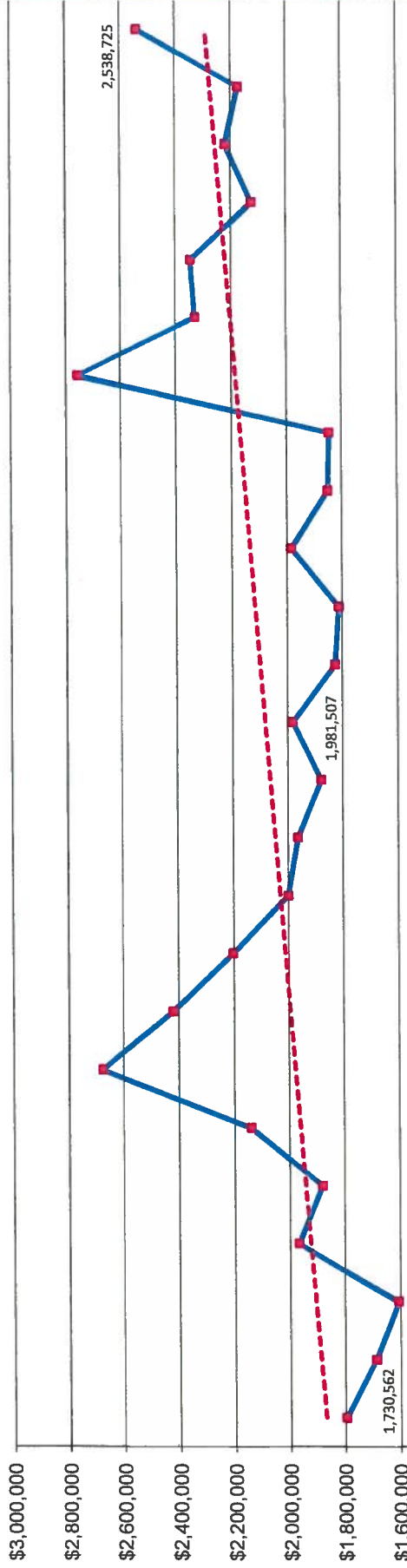
Respectfully submitted by:

Janett Conner
Village Clerk

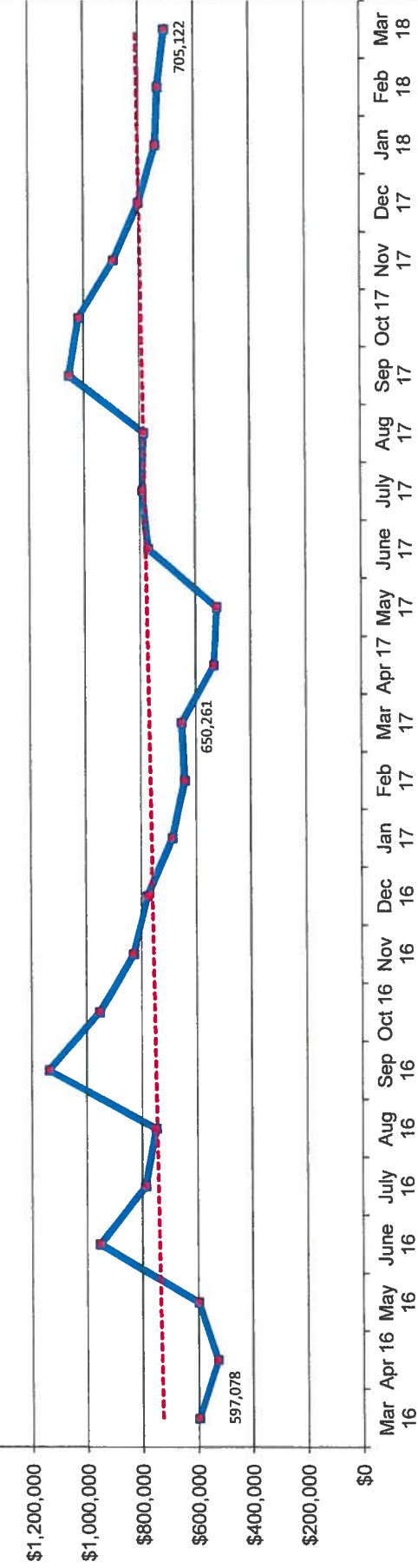
**VILLAGE OF BEECHER
ACCOUNT BALANCES**

<u>Account</u>	<u>Number</u>	<u>2/28/2017</u>	<u>3/31/2017</u>	<u>2/28/2018</u>	<u>3/31/2018</u>	<u>Change</u>
MFT	Ck. 9016	\$ 147,636.73	\$ 145,800.76	\$ 92,619.16	\$ 99,205.72	\$ 6,586.56
Refuse	Ck. 59692	\$ 58,942.30	\$ 73,388.89	\$ 61,623.48	\$ 80,163.30	\$ 18,539.82
Joint Fuel	Ck. 70041	\$ 43,334.37	\$ 38,182.50	\$ 39,400.20	\$ 45,630.07	\$ 6,229.87
W/S Debt	Ck. 107689	\$ 222,997.99	\$ 196,593.47	\$ 287,076.66	\$ 317,728.53	\$ 30,651.87
O&M	Ck. 9210	\$ 195,263.70	\$ 297,139.73	\$ 213,814.48	\$ 299,084.03	\$ 85,269.55
W/S Main Replace	Ck. 162043	\$ 225,535.09	\$ 225,565.74	\$ 193,334.36	\$ 429,325.78	\$ 235,991.42
W/S Capital	Ck. 7609	\$ 59,479.21	\$ 64,753.55	\$ 70,403.09	\$ 61,327.76	\$ (9,075.33)
Central	Ck. 62618	\$ 23,921.52	\$ 20,288.83	\$ 12,146.85	\$ 19,714.84	\$ 7,567.99
Infrastructure	Ck. 140074	\$ 222,272.22	\$ 230,840.38	\$ 263,291.14	\$ 272,422.58	\$ 9,131.44
General Ck.	Ck. 9008	\$ 640,156.76	\$ 650,260.75	\$ 729,611.32	\$ 705,122.48	\$ (24,488.84)
Bond Redemption	Ck. 150649	\$ 1,081.54	\$ 1,081.69	\$ 1,097.00	\$ 1,097.23	\$ 0.23
CapEquipSinkFund	Ck. 164186	\$ 37,605.82	\$ 37,610.93	\$ 20,144.61	\$ 20,148.91	\$ 4.30
All Village Accounts		\$ 1,878,227.25	\$ 1,981,507.22	\$ 1,984,562.35	\$ 2,350,971.23	\$ 366,408.88
Commission & Spec Accts	Number	2/28/2017	3/31/2017	2/28/2018	3/31/2018	
4th July	Ck. 102989	\$ 33,243.74	\$ 32,916.08	\$ 43,873.59	\$ 43,532.83	\$ (340.76)
Builders Escrow	Ck. 130567	\$ 25,766.77	\$ 17,129.82	\$ 17,107.16	\$ 17,110.82	\$ 3.66
Beautification	Ck. 130834	\$ 3,112.33	\$ 3,137.76	\$ 1,414.80	\$ 1,415.10	\$ 0.30
Asset Forfeiture PD	Ck. 179752	\$ 596.06	\$ 596.14	\$ 1,998.11	\$ 2,097.88	\$ 99.77
Youth Commission	Ck. 135895	\$ 11,180.96	\$ 11,030.99	\$ 15,125.31	\$ 14,183.85	\$ (941.46)
Ehlers Fund	Ck. 179744	\$ 11,113.87	\$ 11,115.38	\$ 11,076.70	\$ 11,079.07	\$ 2.37
Nantucket Escrow	Ck. 153303	\$ 62,825.96	\$ 62,834.50	\$ 60,515.80	\$ 60,528.73	\$ 12.93
Newsletter	Ck. 153745	\$ 2,396.52	\$ 2,396.85	\$ 165.17	\$ 165.21	\$ 0.04
Escrow 170 Ind.	Ck. 165891	\$ 34,810.62	\$ 34,815.35	\$ 34,869.79	\$ 34,878.24	\$ 8.45
Ribbon of Hope	Ck. 430001959	\$ 2,339.41	\$ 4,359.41	\$ 3,241.42	\$ 2,762.15	\$ (479.27)
Commission & Spec Accts		\$ 187,386.24	\$ 180,332.28	\$ 189,387.85	\$ 187,753.88	\$ (1,633.97)
All Total		\$ 2,065,613.49	\$ 2,161,839.50	\$ 2,173,950.20	\$ 2,538,725.11	\$ 364,774.91

Village Accounts at Month End



General Fund at Month End



Commission Bills / Non AP Payments

03/01/18 - 03/31/18

Date	Account	Num	Description	Memo	Amount
3/1/2018	Central_ck62618	EFT	IPBC	Health Ins auto debit 03/2018	(17,000.80)
3/7/2018	Central_ck62618	EFT	Net Pay	Net Pay payroll 03/07/18	(33,491.16)
3/21/2018	Central_ck62618	EFT	Net Pay	Net Pay payroll 03/21/18	(35,576.75)
Central_ck62618 Total					(86,068.71)
3/1/2018	General,ck9008	23984	NCPERS Group Life Ins.	supp. life ins., 47250318	(48.00)
3/7/2018	General,ck9008	EFT	Illinois State Disbursement Unit	Little - 03/07/18 payroll	(1,200.00)
3/8/2018	General,ck9008	23985	Operating Engineers Local 399	PW & Clerical Union Dues	(173.25)
3/9/2018	General,ck9008	EFT	State Of Illinois	IL w/h tax payroll 03/07/18	(2,271.39)
3/9/2018	General,ck9008	EFT	IMRF	IMRF	(10,218.54)
3/9/2018	General,ck9008	EFT	Fed Payroll Taxes	Fed w/h, ss, med payroll 03/07/18	(12,980.15)
3/15/2018	General,ck9008	23986	Teamsters Union Local # 700	p.d. union dues April	(231.72)
3/20/2018	General,ck9008	23987	Humana Dental	181933897	(993.27)
3/21/2018	General,ck9008	23988	Icma	302933 deferred comp.deducts	(200.00)
3/21/2018	General,ck9008	EFT	Illinois State Disbursement Unit	Little - 03/21/18 payroll	(1,200.00)
3/23/2018	General,ck9008	EFT	State Of Illinois	IL w/h tax payroll 03/21/18	(2,354.98)
3/23/2018	General,ck9008	EFT	Fed Payroll Taxes	Fed w/h, ss, med payroll 03/21/18	(13,742.15)
3/26/2018	General,ck9008	23989	AFLAC	Aflac suplimental ins	(260.54)
3/26/2018	General,ck9008	23990	VSP Of Illinois	vision ins	(166.56)
3/27/2018	General,ck9008	23991	Teamsters Union Local # 727	Police Union health ins, March 201	(6,110.50)
General,ck9008 Total					(52,151.05)
3/15/2018	Infrastructure,ck140074	EFT	First Community Bank	loan payment March 2018	(2,640.98)
Infrastructure,ck140074 Total					(2,640.98)
3/5/2018	Joint Fuel,ck70041	1297	Washington Township	Monthly internet and electric	(100.00)
3/5/2018	Joint Fuel,ck70041	TXFR	Village Of Beecher	Administrative duties	(300.00)
3/8/2018	Joint Fuel,ck70041	1298	Heritage FS	Inv. 79847	(1,765.04)
3/8/2018	Joint Fuel,ck70041	1299	Heritage FS	Inv. 79848	(1,227.18)
3/9/2018	Joint Fuel,ck70041	1300	Heritage FS	Inv. 79882	(1,341.96)
3/9/2018	Joint Fuel,ck70041	1301	Heritage FS	Inv. 79881	(1,877.00)
3/21/2018	Joint Fuel,ck70041	1302	Heritage FS	Inv. 79928	(1,072.80)
3/21/2018	Joint Fuel,ck70041	1303	Heritage FS	Inv. 79929	(1,660.36)
3/27/2018	Joint Fuel,ck70041	1304	Heritage FS	Inv. 80012	(2,732.46)
3/27/2018	Joint Fuel,ck70041	1305	Heritage FS	Inv. 80016	(3,689.17)
Joint Fuel,ck70041 Total					(15,765.97)
3/1/2018	O & M,ck9210	8158	Beecher Postmaster	Mailing March water bills 2018	(439.04)
3/1/2018	O & M,ck9210	TXFR	IPBC	Health Ins auto debit 03/2018	(6,064.83)
3/8/2018	O & M,ck9210	8159	Operating Engineers Local 399	PW & Clerical Union Dues	(299.50)
3/9/2018	O & M,ck9210	EFT	IMRF	IMRF	(5,194.82)
3/20/2018	O & M,ck9210	ACH	Credit Card Charges	fees for February Credit Card paym	(15.16)
3/21/2018	O & M,ck9210	8160	Icma	302933 deferred comp.deducts	(1,240.54)
O & M,ck9210 Total					(13,253.89)
3/2/2018	Refuse,ck59692	774	Star / A&J Disposal	pick up, Feb 2018,#11-28728	(25,197.76)
Refuse,ck59692 Total					(25,197.76)
3/26/2018	Ribbon ck430001959	1024	Dean Bettenhausen	labor for concrete	(300.00)
3/27/2018	Ribbon ck430001959	1025	Chase Card Services	lights for ribbon	(179.27)
Ribbon ck430001959 Total					(479.27)
3/3/2018	W-S Debt,ck107689	EFT	First Community Bank	loan payment March 2018	(503.68)
W-S Debt,ck107689 Total					(503.68)
Grand Total					(196,061.31)

VILLAGE OF BEECHER (BEEFND)

Budget Revenue & Expense Report

Current: 2/1/2018 to 2/28/2018

4/4/2018 1:13:55 PM

YTD5/1/2017 to 2/28/2018

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01 - GENERAL ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
Operating Revenue				
01-00-311 REAL ESTATE TAX	0.00	953,165.46	967,217.00	14,051.54
01-00-321 LIQUOR LICENSES	0.00	7,450.00	11,900.00	4,450.00
01-00-323 BUSINESS LICENSES	0.00	600.00	3,050.00	2,450.00
01-00-324 ANIMAL LICENSES	730.00	5,315.00	9,630.00	4,315.00
01-00-325 CONTRACTOR'S LICENSES	100.00	7,000.00	17,500.00	10,500.00
01-00-326 AMUSEMENT DEVICE LICENSES	0.00	1,600.00	1,175.00	(425.00)
01-00-327 VIDEO GAMING TAX	4,992.19	49,480.12	36,224.00	(13,256.12)
01-00-331 BUILDING PERMITS	4,904.20	23,781.90	41,683.00	17,901.10
01-00-332 RE-INSPECTION FEES	0.00	0.00	100.00	100.00
01-00-333 PARK IMPACT FEES	0.00	3,763.00	0.00	(3,763.00)
01-00-341 STATE INCOME TAX	47,947.71	400,610.71	440,259.00	39,648.29
01-00-343 REPLACEMENT TAX	0.00	3,237.63	5,420.00	2,182.37
01-00-345 SALES TAX	33,898.97	370,259.55	425,312.00	55,052.45
01-00-347 STATE USE TAX	11,028.32	90,825.42	100,315.00	9,489.58
01-00-352 IPRF GRANT - PPE FOR PW	0.00	0.00	0.00	0.00
01-00-353 E 9-1-1 GRANT	0.00	1,404.00	1,500.00	96.00
01-00-354 DCEO GRANT - BALLFIELD LIGHTS	0.00	0.00	0.00	0.00
01-00-355 GRANTS	0.00	10,000.00	0.00	(10,000.00)
01-00-356 CMAP LTA PLANNING GRANT	0.00	0.00	32,000.00	32,000.00
01-00-359 INTERGOVERNMENTAL REVENUES	1,072.43	4,817.03	10,000.00	5,182.97
01-00-361 COURT FINES	70.00	27,938.03	49,000.00	21,061.97
01-00-362 LOCAL ORDINANCE FINES	150.00	5,045.00	10,900.00	5,855.00
01-00-363 TOWING FEES	500.00	16,000.00	17,000.00	1,000.00
01-00-381 INTEREST INCOME	111.27	1,258.27	1,610.00	351.73
01-00-382 TELECOMM/EXCISE TAX	7,605.93	80,084.07	106,600.00	26,515.93
01-00-383 FRANCHISE FEES - CATV	18,280.67	73,862.58	69,393.00	(4,469.58)
01-00-384 REIMBURSEMENTS - ENGINEERING	0.00	0.00	9,000.00	9,000.00
01-00-386 MOSQUITO ABATEMENT FEES	547.06	17,118.38	20,040.00	2,921.62
01-00-387 FINGERPRINT FEES	0.00	620.00	1,800.00	1,180.00
01-00-389 MISCELLANEOUS INCOME	0.00	14,589.82	14,900.00	310.18
01-00-392 FIXED ASSET SALES	0.00	0.00	500.00	500.00
01-00-393 INTERFUND OPERATING TRANS	0.00	45,223.00	45,223.00	0.00
01-00-396 RESERVE CASH	0.00	0.00	50,000.00	50,000.00
01-00-397 ENCUMBERANCES	0.00	0.00	0.00	0.00
Total Operating Revenue	\$131,938.75	\$2,215,048.97	\$2,499,251.00	\$284,202.03
Total Revenue	\$131,938.75	\$2,215,048.97	\$2,499,251.00	\$284,202.03
Operating Expense				
01-01-441 ELECTED OFFICIALS SALARIES	0.00	11,450.00	22,900.00	11,450.00
01-01-442 APPT OFFICIALS SALARIES	0.00	577.08	4,900.00	4,322.92
01-01-461 SOCIAL SECURITY	0.00	907.16	2,127.00	1,219.84
01-01-536 DATA PROCESSING SERVICES	0.00	0.00	0.00	0.00
01-01-552 TELEPHONE	0.00	560.00	560.00	0.00
01-01-561 DUES AND PUBLICATIONS	0.00	8,325.00	8,155.00	(170.00)
01-01-565 CONFERENCES	0.00	5,743.30	8,000.00	2,256.70
01-01-566 MEETING EXPENSES	0.00	250.00	250.00	0.00
01-02-441 APPOINTED OFFICIALS SALARIES	0.00	742.50	1,440.00	697.50
01-02-442 FICA	0.00	56.80	110.00	53.20
01-02-533 ENGINEERING SERVICES	0.00	1,682.30	9,000.00	7,317.70
01-02-535 PLANNING SERVICES	0.00	0.00	40,000.00	40,000.00
01-02-561 DUES AND PUBLICATIONS	0.00	50.00	50.00	0.00
01-02-566 MEETING EXPENSES	41.77	490.22	1,200.00	709.78
01-03-421 SALARIES FULL-TIME	7,355.92	82,076.39	96,877.00	14,800.61

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01 - GENERAL ACCOUNT				
01-03-451 HEALTH INSURANCE	2,062.04	22,129.55	24,389.00	2,259.45
01-03-461 SOCIAL SECURITY	562.72	6,278.81	7,411.00	1,132.19
01-03-462 IMRF	792.23	9,051.57	10,734.00	1,682.43
01-03-532 AUDITING SERVICES	0.00	7,945.00	8,000.00	55.00
01-03-534 LEGAL SERVICES	620.00	15,699.71	23,205.00	7,505.29
01-03-536 DATA PROCESSING SERVICES	0.00	4,150.00	4,150.00	0.00
01-03-539 CODIFICATION	0.00	1,405.00	1,500.00	95.00
01-03-551 POSTAGE	159.03	1,694.91	1,950.00	255.09
01-03-552 TELEPHONE	1,574.85	8,220.29	9,800.00	1,579.71
01-03-555 COPYING AND PRINTING	534.75	4,296.93	4,800.00	503.07
01-03-558 LEGAL NOTICES	0.00	1,885.00	2,020.00	135.00
01-03-561 DUES AND PUBLICATIONS	0.00	259.75	1,160.00	900.25
01-03-566 MEETING EXPENSES	0.00	191.24	250.00	58.76
01-03-567 PROFESSIONAL DEVELOPMENT	358.50	2,784.95	4,000.00	1,215.05
01-03-595 OTHER CONTRACTUAL SERV	0.00	0.00	0.00	0.00
01-03-651 OFFICE SUPPLIES	173.86	1,335.85	1,900.00	564.15
01-03-822 CAPITAL OUTLAY - BLDG	0.00	0.00	0.00	0.00
01-03-830 NEW EQUIPMENT	0.00	0.00	0.00	0.00
01-04-422 PART-TIME SALARIES	0.00	0.00	0.00	0.00
01-04-461 SOCIAL SECURITY	0.00	0.00	0.00	0.00
01-04-595 OTHER CONTRACTUAL SERVICES	5,131.14	18,247.74	33,683.00	15,435.26
01-05-421 APPOINTED OFFICIALS SALARIES	5,850.00	5,850.00	5,850.00	0.00
01-05-461 FICA	448.00	448.00	448.00	0.00
01-05-462 IMRF	644.00	644.00	644.00	0.00
01-05-512 MAINT SERVICE - EQUIP.	0.00	0.00	4,490.00	4,490.00
01-05-513 MAINT SERVICE - VEHICLES	1,800.00	4,302.53	5,000.00	697.47
01-05-563 TRAINING (ESDA)	0.00	0.00	900.00	900.00
01-05-566 MEETING EXPENSES	0.00	0.00	500.00	500.00
01-05-595 OTHER PROFESSIONAL SERVICES	0.00	0.00	5,450.00	5,450.00
01-05-652 FIELD SUPPLIES	873.57	4,310.03	5,000.00	689.97
01-05-669 SUPPLIES - OTHER	152.81	226.16	2,900.00	2,673.84
01-06-421 SALARIES FULL-TIME	34,176.38	439,751.84	552,324.00	112,572.16
01-06-422 SALARIES PART-TIME	4,663.62	127,398.77	125,411.00	(1,987.77)
01-06-423 OVERTIME	7,398.51	64,475.09	67,666.00	3,190.91
01-06-451 HEALTH INSURANCE	7,617.04	87,838.03	114,046.00	26,207.97
01-06-461 SOCIAL SECURITY	3,557.35	48,849.44	57,023.00	8,173.56
01-06-462 IMRF	4,782.81	64,764.39	75,879.00	11,114.61
01-06-471 UNIFORM ALLOWANCE	0.00	8,002.12	8,850.00	847.88
01-06-513 MAINT. SERVICE - VEHICLES	398.43	6,301.42	13,145.00	6,843.58
01-06-521 MAINT. SERVICE - EQUIP	1,201.65	12,602.00	16,230.00	3,628.00
01-06-534 LEGAL SERVICES	0.00	15,521.28	17,800.00	2,278.72
01-06-536 DATA PROCESSING SERVICES	0.00	4,309.17	6,000.00	1,690.83
01-06-549 OTHER PROFESSIONAL SERVICES	25.00	5,252.54	5,700.00	447.46
01-06-551 POSTAGE	0.00	228.16	950.00	721.84
01-06-552 TELEPHONE	0.00	5,295.61	8,000.00	2,704.39
01-06-555 COPYING AND PRINTING	0.00	1,059.47	2,400.00	1,340.53
01-06-556 DISPATCHING SERVICES	7,958.62	95,983.53	112,272.00	16,288.47
01-06-561 DUES AND PUBLICATIONS	1,643.00	6,226.00	9,640.00	3,414.00
01-06-563 TRAINING	225.00	4,475.89	9,900.00	5,424.11
01-06-566 MEETING EXPENSES	0.00	25.00	100.00	75.00
01-06-567 PROFESSIONAL DEVELOPMENT	0.00	2,531.82	3,000.00	468.18
01-06-575 CIRCUIT COURT RENT	0.00	0.00	0.00	0.00
01-06-613 MAINT. SUPPLIES - VEHICLES	17.27	1,801.33	3,520.00	1,718.67
01-06-651 OFFICE SUPPLIES	726.14	1,969.31	2,400.00	430.69
01-06-652 FIELD SUPPLIES	185.39	15,837.89	16,000.00	162.11
01-06-656 UNLEADED FUEL	1,957.80	21,371.26	26,590.00	5,218.74

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01 - GENERAL ACCOUNT				
01-06-830 NEW EQUIPMENT	0.00	0.00	0.00	0.00
01-06-840 NEW VEHICLE	0.00	30,800.00	30,800.00	0.00
01-06-929 MISC EXPENSES	0.00	43.70	100.00	56.30
01-07-538 MOSQUITO ABATEMENT SERV	3,500.00	3,500.00	3,500.00	0.00
01-07-595 OTHER CONTRACTUAL SERV	0.00	1,810.00	1,500.00	(310.00)
01-08-421 SALARIES FULL-TIME	8,102.40	92,382.22	106,328.00	13,945.78
01-08-422 SALARIES PART-TIME	0.00	0.00	0.00	0.00
01-08-423 OVERTIME	2,290.33	9,860.27	12,202.00	2,341.73
01-08-451 HEALTH INSURANCE	2,361.19	19,094.38	21,520.00	2,425.62
01-08-461 SOCIAL SECURITY	766.38	7,572.02	9,068.00	1,495.98
01-08-462 IMRF	1,178.26	11,053.99	13,134.00	2,080.01
01-08-471 UNIFORM ALLOWANCE	0.00	1,459.85	2,000.00	540.15
01-08-512 MAINT. SERVICE - EQUIPMENT	0.00	1,238.74	2,300.00	1,061.26
01-08-513 MAINT. SERVICE - VEHICLES	1,647.87	11,886.95	13,750.00	1,863.05
01-08-514 MAINT. SERVICE - STREET	316.00	15,575.98	24,600.00	9,024.02
01-08-516 MAINT. SERVICE - STREET LIGHT	0.00	133.65	180.00	46.35
01-08-533 ENGINEERING	0.00	4,641.92	2,900.00	(1,741.92)
01-08-572 STREET LIGHTING	10,257.28	92,473.13	119,500.00	27,026.87
01-08-576 RENTALS	539.42	6,143.16	9,763.00	3,619.84
01-08-595 OTHER CONTRACTUAL SERV	0.00	0.00	0.00	0.00
01-08-612 MAINT. SUPPLIES EQUIPMENT	0.00	2,340.92	2,800.00	459.08
01-08-613 MAINT. SUPPLIES - VEHICLES	173.05	3,483.21	3,500.00	16.79
01-08-614 MAINT. SUPPLIES - STREET	6,837.74	27,838.32	33,136.00	5,297.68
01-08-653 SMALL TOOLS	0.00	0.00	500.00	500.00
01-08-656 UNLEADED FUEL	2,503.59	19,445.68	32,750.00	13,304.32
01-08-830 CAPITAL OUTLAY- EQUIP.	0.00	0.00	0.00	0.00
01-08-860 CAPITAL OUTLAY-INFRASTRUCTURE	0.00	0.00	0.00	0.00
01-09-511 MAINT. SERVICE - BUILDING	865.00	8,329.07	11,480.00	3,150.93
01-09-611 MAINT. SUPPLIES - BUILDING	0.00	990.00	990.00	0.00
01-09-654 JANITORIAL SUPPLIES	0.00	1,138.75	1,500.00	361.25
01-09-820 BUILDING	2,385.09	5,440.64	5,300.00	(140.64)
01-09-821 DEPOT RENT	0.00	2,022.39	2,025.00	2.61
01-09-830 NEW EQUIPMENT - CATV	0.00	2,500.00	2,500.00	0.00
01-10-820 CAPITAL OUTLAY - BUILDING	0.00	0.00	0.00	0.00
01-10-860 CAPITAL OUTLAY-INFRASTRUCT.	0.00	51,667.24	50,000.00	(1,667.24)
01-11-451 HEALTH INSURANCE	796.96	6,969.60	10,600.00	3,630.40
01-11-453 UNEMPLOYMENT INSURANCE	0.00	3,690.29	11,794.00	8,103.71
01-11-592 COMPREHENSIVE INSURANCE	0.00	71,093.00	75,889.00	4,796.00
01-11-595 OTHER CONTRACTUAL SERV	0.00	394.10	624.00	229.90
01-11-730 FISCAL AGENT FEES	0.00	350.00	350.00	0.00
01-11-914 SALES TAX REIMBURSEMENTS	0.00	92,629.95	133,377.00	40,747.05
01-11-915 PROPERTY TAX REIMB	0.00	6,365.28	7,630.00	1,264.72
01-11-951 CAPITAL RESERVE CONTRIB.	0.00	0.00	0.00	0.00
01-11-953 INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
01-11-954 INTERFUND TRANS- GO BOND ACCT	0.00	85,920.61	85,922.00	1.39
01-11-955 INTERFUND TRANS-CAP EQUIP	0.00	9,850.00	9,850.00	0.00
01-11-956 INTERFUND TRANS-PARK	0.00	0.00	0.00	0.00
01-13-421 FULL-TIME SALARIES - PARKS	0.00	0.00	0.00	0.00
01-13-422 SALARIES PART-TIME	0.00	4,642.00	6,504.00	1,862.00
01-13-461 SOCIAL SECURITY	0.00	355.12	496.00	140.88
01-13-515 MAINT SERVICE - PARKS	(245.37)	3,842.77	6,400.00	2,557.23
01-13-571 ELECTRIC POWER	343.95	2,145.37	3,540.00	1,394.63
01-13-595 CONTRACTUAL SERVICES	0.00	2,436.83	2,400.00	(36.83)
01-13-614 MAINT SUPPLIES - PARKS	0.00	1,914.46	3,700.00	1,785.54
Total Operating Expense	\$150,288.34	\$2,003,604.69	\$2,499,251.00	\$495,646.31

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01 - GENERAL ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
Total Expense	\$150,288.34	\$2,003,604.69	\$2,499,251.00	\$495,646.31
Excess Revenue Over Expenses	(\$18,349.59)	\$211,444.28	\$0.00	(\$211,444.28)

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
11 - CAPITAL EQUIPMENT SINKING FUND				
Operating Revenue				
11-00-381 INTEREST INCOME	3.09	37.20	0.00	(37.20)
11-00-392 PROCEEDS - FIXED ASSET SALES	0.00	0.00	0.00	0.00
11-00-393 INTERFUND TRANSFERS	0.00	27,493.00	27,493.00	0.00
11-00-396 RESERVE CASH	0.00	0.00	0.00	0.00
11-00-397 ENCUMBERANCES	0.00	0.00	0.00	0.00
Total Operating Revenue	\$3.09	\$27,530.20	\$27,493.00	(\$37.20)
Total Revenue	\$3.09	\$27,530.20	\$27,493.00	(\$37.20)
Operating Expense				
11-11-830 CAPITAL OUTLAY - EQUIPMENT	0.00	45,011.03	0.00	(45,011.03)
11-11-961 CAPITAL RESERVE CONTRIBUTION	0.00	0.00	27,493.00	27,493.00
Total Operating Expense	\$0.00	\$45,011.03	\$27,493.00	(\$17,518.03)
Total Expense	\$0.00	\$45,011.03	\$27,493.00	(\$17,518.03)
Excess Revenue Over Expenses	\$3.09	(\$17,480.83)	\$0.00	\$17,480.83

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
12 - REFUSE ACCOUNT				
Operating Revenue				
12-00-377 REFUSE CHARGES	8,861.51	272,307.32	322,299.00	49,991.68
12-00-381 INTEREST INCOME	9.98	97.50	0.00	(97.50)
12-00-389 MISCELLANEOUS INCOME	0.00	2,193.01	8,000.00	5,806.99
12-00-396 RESERVE CASH	0.00	0.00	3,176.00	3,176.00
Total Operating Revenue	\$8,871.49	\$274,597.83	\$333,475.00	\$58,877.17
Total Revenue	\$8,871.49	\$274,597.83	\$333,475.00	\$58,877.17
Operating Expense				
12-07-573 REFUSE DISPOSAL	25,294.18	248,284.34	300,252.00	51,967.66
12-07-578 YARD WASTE BAGS	0.00	474.00	8,000.00	7,526.00
12-07-953 INTERFUND OPERAT TRANS	0.00	25,223.00	25,223.00	0.00
Total Operating Expense	\$25,294.18	\$273,981.34	\$333,475.00	\$59,493.66
Total Expense	\$25,294.18	\$273,981.34	\$333,475.00	\$59,493.66
Excess Revenue Over Expenses	(\$16,422.69)	\$616.49	\$0.00	(\$616.49)

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
13 - PARKS & RECREATION FUND				
Operating Revenue				
13-00-381 INTEREST INCOME	0.00	0.00	0.00	0.00
13-00-389 MISCELLANEOUS INCOME	0.00	0.00	0.00	0.00
13-00-393 TRANSFER FROM GENERAL	0.00	0.00	0.00	0.00
Total Operating Revenue	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenue	\$0.00	\$0.00	\$0.00	\$0.00
Operating Expense				
13-13-714 DEBT SERV-2007 INSTALL CONTR	0.00	0.00	0.00	0.00
13-13-951 CAPITAL RESERVE CONTRIBUTION	0.00	0.00	0.00	0.00
13-13-953 INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
Total Operating Expense	\$0.00	\$0.00	\$0.00	\$0.00
Total Expense	\$0.00	\$0.00	\$0.00	\$0.00
Excess Revenue Over Expenses	\$0.00	\$0.00	\$0.00	\$0.00

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14 - MFT ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
Operating Revenue				
14-00-344 MOTOR FUEL TAX	9,861.22	93,851.01	111,678.00	17,826.99
14-00-381 INTEREST	13.93	142.45	100.00	(42.45)
14-00-384 SAFE ROUTES TO SCHOOL GRANT	0.00	4,422.38	5,500.00	1,077.62
14-00-385 FEDERAL STP - PENFIELD REIMB	0.00	0.00	193,600.00	193,600.00
14-00-389 MISC INCOME -SPECIAL MFT PMT	0.00	0.00	0.00	0.00
14-00-397 ENCUMBRANCES	0.00	0.00	0.00	0.00
Total Operating Revenue	\$9,875.15	\$98,415.84	\$310,878.00	\$212,462.16
Total Revenue	\$9,875.15	\$98,415.84	\$310,878.00	\$212,462.16
Operating Expense				
14-08-533 ENGINEERING	1,302.97	57,928.63	182,953.00	125,024.37
14-08-614 MAINT. SUPPLIES - STREET	674.70	52,574.31	75,791.00	23,216.69
14-10-711 DEBT SERVICE - 2006 INSTALL	0.00	0.00	0.00	0.00
14-10-860 CAPITAL OUTLAY-INFRASTRUCTURE	0.00	6,577.15	35,244.00	28,666.85
14-10-861 CAPITAL PROJECTS	0.00	0.00	0.00	0.00
14-10-951 RESERVE CONTRIBUTION	0.00	0.00	16,890.00	16,890.00
Total Operating Expense	\$1,977.67	\$117,080.09	\$310,878.00	\$193,797.91
Total Expense	\$1,977.67	\$117,080.09	\$310,878.00	\$193,797.91
Excess Revenue Over Expenses	\$7,897.48	(\$18,664.25)	\$0.00	\$18,664.25

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
16 - JOINT FUEL ACCOUNT				
Operating Revenue				
16-00-358 FUEL FUND REIMBURSEMENTS	10,831.88	137,836.42	178,640.00	40,803.58
16-00-381 INTEREST	5.54	61.27	0.00	(61.27)
16-00-396 RESERVE CASH	0.00	0.00	0.00	0.00
Total Operating Revenue	\$10,837.42	\$137,897.69	\$178,640.00	\$40,742.31
Total Revenue	\$10,837.42	\$137,897.69	\$178,640.00	\$40,742.31
Operating Expense				
16-12-577 FUEL PAYMENTS	13,624.14	134,708.46	178,640.00	43,931.54
16-12-820 CAPITAL OUTLAY-EQUIP	0.00	0.00	0.00	0.00
Total Operating Expense	\$13,624.14	\$134,708.46	\$178,640.00	\$43,931.54
Total Expense	\$13,624.14	\$134,708.46	\$178,640.00	\$43,931.54
Excess Revenue Over Expenses	(\$2,786.72)	\$3,189.23	\$0.00	(\$3,189.23)

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
18 - G.O. BOND REDEMPTION FUND				
Operating Revenue				
18-00-381 INTEREST INCOME	0.16	15.18	0.00	(15.18)
18-00-393 INTERFUND OPERATING TRANS	0.00	74,671.25	85,922.00	11,250.75
18-00-396 RESERVE CASH	0.00	0.00	0.00	0.00
Total Operating Revenue	\$0.16	\$74,686.43	\$85,922.00	\$11,235.57
Total Revenue	\$0.16	\$74,686.43	\$85,922.00	\$11,235.57
Operating Expense				
18-00-710 PRINCIPAL & INTEREST	0.00	74,671.25	85,922.00	11,250.75
18-00-820 BUILDING	0.00	0.00	0.00	0.00
Total Operating Expense	\$0.00	\$74,671.25	\$85,922.00	\$11,250.75
Total Expense	\$0.00	\$74,671.25	\$85,922.00	\$11,250.75
Excess Revenue Over Expenses	\$0.16	\$15.18	\$0.00	(\$15.18)

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19 - PUBLIC INFRASTRUCTURE ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
Operating Revenue				
19-00-346 1/2% INFRASTRUCTURE SALES TAX	12,103.78	120,475.77	138,424.00	17,948.23
19-00-355 STP GRANT- NEW TRAFFIC SIGNAL	0.00	0.00	0.00	0.00
19-00-356 IDOT 100% MATCH- RT 1 REPAIRS	0.00	0.00	0.00	0.00
19-00-381 INTEREST INCOME	38.31	368.43	100.00	(268.43)
19-00-393 INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
19-00-394 LOAN PROCEEDS - ENG INFRA	0.00	0.00	0.00	0.00
19-00-396 RESERVE CASH	0.00	0.00	0.00	0.00
Total Operating Revenue	\$12,142.09	\$120,844.20	\$138,524.00	\$17,679.80
Total Revenue	\$12,142.09	\$120,844.20	\$138,524.00	\$17,679.80
Operating Expense				
19-19-533 ENGINEERING	0.00	0.00	0.00	0.00
19-19-711 DEBT SERV-2014 STP ENGIN LOAN	2,640.98	26,409.80	31,692.00	5,282.20
19-19-861 CAPITAL OUTLAY - INFRA.	0.00	72,825.00	70,000.00	(2,825.00)
19-19-952 CAPITAL RESERVE CONTRIB.	0.00	0.00	36,832.00	36,832.00
19-19-953 INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
Total Operating Expense	\$2,640.98	\$99,234.80	\$138,524.00	\$39,289.20
Total Expense	\$2,640.98	\$99,234.80	\$138,524.00	\$39,289.20
Excess Revenue Over Expenses	\$9,501.11	\$21,609.40	\$0.00	(\$21,609.40)

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
51 - WATER ACCOUNT				
Operating Revenue				
51-00-371 WATER CHARGES	21,551.56	616,717.40	713,377.00	96,659.60
51-00-375 WATER SERVICE CONNECTION FEES	425.00	8,071.34	8,000.00	(71.34)
51-00-381 INTEREST INCOME	33.39	244.33	340.00	95.67
51-00-387 RENTAL INCOME	225.00	2,250.00	2,700.00	450.00
51-00-389 MISCELLANEOUS INCOME	300.00	600.00	2,900.00	2,300.00
51-00-393 INTERFUND TRANS FROM GENERAL	0.00	0.00	0.00	0.00
51-00-396 RESERVE CASH	0.00	0.00	0.00	0.00
Total Operating Revenue	\$22,534.95	\$627,883.07	\$727,317.00	\$99,433.93
Total Revenue	\$22,534.95	\$627,883.07	\$727,317.00	\$99,433.93
Operating Expense				
51-20-421 SALARIES FULL-TIME	16,457.64	182,926.32	214,533.00	31,606.68
51-20-422 SALARIES PART-TIME	66.00	10,411.62	11,200.00	788.38
51-20-423 SALARIES OVERTIME	1,702.08	8,687.38	9,183.00	495.62
51-20-451 HEALTH INSURANCE	2,695.48	30,301.26	31,884.00	1,582.74
51-20-461 SOCIAL SECURITY	1,394.26	15,412.01	17,971.00	2,558.99
51-20-462 IMRF	1,999.99	20,594.81	24,788.00	4,193.19
51-20-471 UNIFORMS	0.00	400.00	400.00	0.00
51-20-513 MAINT. SERVICE- VEHICLES	0.00	2,909.53	4,500.00	1,590.47
51-20-517 MAINT. SERVICE - WATER SYSTEM	0.00	33,000.00	33,000.00	0.00
51-20-532 AUDIT	0.00	5,000.00	5,000.00	0.00
51-20-533 ENGINEERING	0.00	0.00	1,200.00	1,200.00
51-20-534 LEGAL SERVICES	0.00	0.00	4,200.00	4,200.00
51-20-536 DATA PROCESSING SERVICES	0.00	3,743.41	3,500.00	(243.41)
51-20-537 LABORATORY ANALYSIS	187.46	1,143.94	5,600.00	4,456.06
51-20-551 POSTAGE	75.00	1,290.97	2,400.00	1,109.03
51-20-552 TELEPHONE	0.00	1,341.93	1,680.00	338.07
51-20-553 LEASED CONTROL LINES	0.00	2,010.00	2,280.00	270.00
51-20-561 DUES AND PUBLICATIONS	0.00	584.56	600.00	15.44
51-20-563 TRAINING	1,544.86	2,406.16	3,900.00	1,493.84
51-20-565 CONFERENCES	0.00	0.00	0.00	0.00
51-20-571 ELECTRIC POWER	4,926.59	23,889.70	31,653.00	7,763.30
51-20-592 COMPREHENSIVE INSURANCE	0.00	34,317.00	37,945.00	3,628.00
51-20-595 OTHER PROFESSIONAL SERVICES	0.00	818.00	900.00	82.00
51-20-611 MAINT. SUPPLIES - BUILDING	0.00	0.00	350.00	350.00
51-20-616 MAINT. SUPPLIES-WATER SYSTEM	19,204.26	61,038.70	64,417.00	3,378.30
51-20-651 OFFICE SUPPLIES	1,000.00	1,165.22	1,900.00	734.78
51-20-653 SMALL TOOLS	0.00	1,598.00	1,598.00	0.00
51-20-656 UNLEADED FUEL	0.00	0.00	0.00	0.00
51-20-657 DIESEL FUEL	0.00	0.00	600.00	600.00
51-20-659 CHEMICALS	1,950.00	28,332.65	37,760.00	9,427.35
51-20-822 CAPITAL OUTLAY - BLDG	0.00	0.00	0.00	0.00
51-20-830 CAPITAL OUTLAY - EQUIPMENT	0.00	6,000.00	6,000.00	0.00
51-20-953 INTERFUND TRANS	0.00	118,127.16	166,375.00	48,247.84
Total Operating Expense	\$53,203.62	\$597,450.33	\$727,317.00	\$129,866.67
Total Expense	\$53,203.62	\$597,450.33	\$727,317.00	\$129,866.67
Excess Revenue Over Expenses	(\$30,668.67)	\$30,432.74	\$0.00	(\$30,432.74)

VILLAGE OF BEECHER (BEEFND)

Budget Revenue & Expense Report

Current: 2/1/2018 to 2/28/2018

YTD 5/1/2017 to 2/28/2018

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
52 - SEWER ACCOUNT				
Operating Revenue				
52-00-372 SEWER CHARGES	13,278.63	414,566.06	478,933.00	64,366.94
52-00-373 LIFT STATION CHARGES	302.73	9,681.05	11,200.00	1,518.95
52-00-374 DEBT SERVICES CHARGES	3,382.97	100,566.01	110,400.00	9,833.99
52-00-381 INTEREST INCOME	0.00	0.00	0.00	0.00
52-00-389 MISC. INCOME	0.00	0.00	0.00	0.00
52-00-393 TRANSFER FROM WATER FUND	0.00	0.00	0.00	0.00
52-00-396 RESERVE CASH-SEWER FUND	0.00	0.00	20,000.00	20,000.00
52-23-393 TRANS FROM SEWER FUND	0.00	0.00	0.00	0.00
Total Operating Revenue	\$16,964.33	\$524,813.12	\$620,533.00	\$95,719.88
Total Revenue	\$16,964.33	\$524,813.12	\$620,533.00	\$95,719.88
Operating Expense				
52-21-421 SALARIES FULL-TIME	13,016.00	148,532.86	169,400.00	20,867.14
52-21-422 SALARIES PART-TIME	0.00	0.00	0.00	0.00
52-21-423 OVERTIME	3,277.91	12,714.43	9,569.00	(3,145.43)
52-21-451 HEALTH INSURANCE	2,969.43	28,038.86	29,487.00	1,448.14
52-21-461 SOCIAL SECURITY	1,215.90	11,789.10	13,615.00	1,825.90
52-21-462 IMRF	1,677.19	17,043.73	19,719.00	2,675.27
52-21-471 UNIFORM ALLOWANCE	0.00	3,545.30	4,500.00	954.70
52-21-512 MAINT. SERVICE - EQUIPMENT	0.00	8,000.00	8,000.00	0.00
52-21-513 MAINT. SERVICE - VEHICLES	0.00	928.20	1,900.00	971.80
52-21-518 MAINT SERVICE SEWER SYSTEM	0.00	16,900.00	16,900.00	0.00
52-21-532 AUDIT	0.00	5,000.00	5,000.00	0.00
52-21-533 ENGINEERING	0.00	920.69	1,000.00	79.31
52-21-534 LEGAL SERVICES	0.00	0.00	4,200.00	4,200.00
52-21-536 DATA PROCESSING SERVICES	120.00	1,514.20	5,300.00	3,785.80
52-21-537 LABORATORY ANALYSIS	2,712.23	7,003.22	7,207.00	203.78
52-21-549 OTHER PROFESSIONAL SERVICES	200.00	1,639.48	1,650.00	10.52
52-21-551 POSTAGE	75.00	1,290.96	1,900.00	609.04
52-21-552 TELEPHONE	0.00	1,452.76	2,280.00	827.24
52-21-562 IEPA PERMIT FEES	0.00	11,000.00	11,000.00	0.00
52-21-563 TRAINING	0.00	625.00	3,900.00	3,275.00
52-21-571 ELECTRICAL POWER	8,378.37	54,115.82	65,588.00	11,472.18
52-21-574 NATURAL GAS	991.92	4,747.92	5,900.00	1,152.08
52-21-592 COMPREHENSIVE INSURANCE	0.00	34,317.00	37,945.00	3,628.00
52-21-595 OTHER PROFESSIONAL SERV	0.00	33,750.00	45,000.00	11,250.00
52-21-611 MAINT. SUPPLIES - BUILDING	0.00	497.35	500.00	2.65
52-21-612 MAINT. SUPPLIES - EQUIPMENT	0.00	2,471.81	2,700.00	228.19
52-21-617 MAINT. SUPPLIES-SEWER SYSTEM	0.00	1,528.17	2,400.00	871.83
52-21-651 OFFICE SUPPLIES	0.00	450.46	900.00	449.54
52-21-653 SMALL TOOLS	0.00	0.00	0.00	0.00
52-21-657 DIESEL FUEL	0.00	0.00	0.00	0.00
52-21-820 NEW EQUIPMENT	0.00	0.00	0.00	0.00
52-21-830 CAPITAL OUTLAY- EQUIPMENT	0.00	0.00	0.00	0.00
52-21-952 CAPITAL IMPROV CONTRIB	0.00	0.00	0.00	0.00
52-21-953 INTERFUND TRANS	0.00	12,673.00	143,073.00	130,400.00
52-22-953 INTERFUND TRANS (TO GENERAL)	0.00	0.00	0.00	0.00
Total Operating Expense	\$34,633.95	\$422,490.32	\$620,533.00	\$198,042.68
Total Expense	\$34,633.95	\$422,490.32	\$620,533.00	\$198,042.68

VILLAGE OF BEECHER (BEEFND)

Budget Revenue & Expense Report

Current: 2/1/2018 to 2/28/2018

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YTD 5/1/2017 to 2/28/2018

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
52 - SEWER ACCOUNT				
Excess Revenue Over Expenses	(\$17,669.62)	\$102,322.80	\$0.00	(\$102,322.80)

VILLAGE OF BEECHER (BEEFND)

Budget Revenue & Expense Report

Current: 2/1/2018 to 2/28/2018

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YTD5/1/2017 to 2/28/2018

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
53 - WATER & SEWER CAPITAL IMPR				
Operating Revenue				
53-00-381 INTEREST INCOME	0.00	0.00	0.00	0.00
53-21-350 IDOT GRANT-ILLIANA CORRIDOR PLANI	0.00	0.00	0.00	0.00
53-21-373 WATER TAP-INS	0.00	16,130.00	0.00	(16,130.00)
53-22-374 SEWER TAP-INS	0.00	33,530.00	0.00	(33,530.00)
53-22-381 INTEREST	10.47	90.41	150.00	59.59
53-22-393 INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
53-22-394 LOAN PROCEEDS-IPEA WASTEWATER	0.00	0.00	8,200,000.00	8,200,000.00
53-22-396 RESERVE CASH - CAPITAL	0.00	0.00	79,750.00	79,750.00
53-22-397 ENCUMBRANCES	0.00	0.00	0.00	0.00
Total Operating Revenue	\$10.47	\$49,750.41	\$8,279,900.00	\$8,230,149.59
Total Revenue	\$10.47	\$49,750.41	\$8,279,900.00	\$8,230,149.59
Operating Expense				
53-21-517 MAINT SERV - WATER SYSTEM	0.00	0.00	2,500.00	2,500.00
53-21-616 METER REPLACEMENT PROGRAM	6,018.00	29,310.40	29,400.00	89.60
53-21-861 CAPITAL OUTLAY- INFRAS	0.00	0.00	8,200,000.00	8,200,000.00
53-22-518 MAINT SERV - SEWER SYSTEM	6,681.50	10,978.01	22,500.00	11,521.99
53-22-533 ENGINEERING	0.00	11,590.00	15,000.00	3,410.00
53-22-535 PLANNING SERVICES	1,655.59	3,620.67	6,000.00	2,379.33
53-22-595 OTHER PROFESSIONAL SERVICES	0.00	575.00	4,500.00	3,925.00
53-22-951 CAPITAL RESERVE CONTRIB	0.00	0.00	0.00	0.00
53-22-953 INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
Total Operating Expense	\$14,355.09	\$56,074.08	\$8,279,900.00	\$8,223,825.92
Total Expense	\$14,355.09	\$56,074.08	\$8,279,900.00	\$8,223,825.92
Excess Revenue Over Expenses	(\$14,344.62)	(\$6,323.67)	\$0.00	\$6,323.67

VILLAGE OF BEECHER (BEEFND)

Budget Revenue & Expense Report

Current: 2/1/2018 to 2/28/2018

YTD 5/1/2017 to 2/28/2018

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54 - WATER & SEWER DEBT SERVICE	Actual Current	Actual YTD	Budget YTD	Variance YTD
Operating Revenue				
54-21-393 TRANS FROM WATER FUND	0.00	13,472.00	10,038.00	(3,434.00)
54-22-336 UTILITY TAX	21,979.79	151,373.35	186,736.00	35,362.65
54-22-346 1/2% INFRA SALES TX	12,103.77	120,475.76	138,424.00	17,948.24
54-22-381 INTEREST INCOME	39.17	286.15	510.00	223.85
54-22-391 1ST COMM BK-WWTP LOAN PROCEEDS	0.00	0.00	0.00	0.00
54-22-393 TRANSFER FROM WATER FUND	0.00	0.00	0.00	0.00
54-22-394 TRANSFER FROM SEWER FUND	0.00	0.00	110,400.00	110,400.00
54-22-395 TRANSFER FROM REFUSE FUND	0.00	0.00	0.00	0.00
54-22-396 RESERVE CASH	0.00	0.00	289,272.00	289,272.00
Total Operating Revenue	\$34,122.73	\$285,607.26	\$735,380.00	\$449,772.74
Total Revenue	\$34,122.73	\$285,607.26	\$735,380.00	\$449,772.74
Operating Expense				
54-21-533 ENGINEERING	0.00	141,410.30	300,000.00	158,589.70
54-21-711 2013 INSTALLMENT CONTRACT	0.00	81,647.03	81,642.00	(5.03)
54-22-712 2018 BALLOON LOAN	373.72	3,688.96	353,738.00	350,049.04
54-22-713 1996 IEPA LOAN	0.00	0.00	0.00	0.00
54-22-951 RESERVE CONTRIBUTION	0.00	0.00	0.00	0.00
54-22-953 INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
54-23-716 WASH TWP BUILDING PMT	0.00	0.00	0.00	0.00
Total Operating Expense	\$373.72	\$226,746.29	\$735,380.00	\$508,633.71
Total Expense	\$373.72	\$226,746.29	\$735,380.00	\$508,633.71
Excess Revenue Over Expenses	\$33,749.01	\$58,860.97	\$0.00	(\$58,860.97)

VILLAGE OF BEECHER (BEEFND)

Budget Revenue & Expense Report

Current: 2/1/2018 to 2/28/2018

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YTD5/1/2017 to 2/28/2018

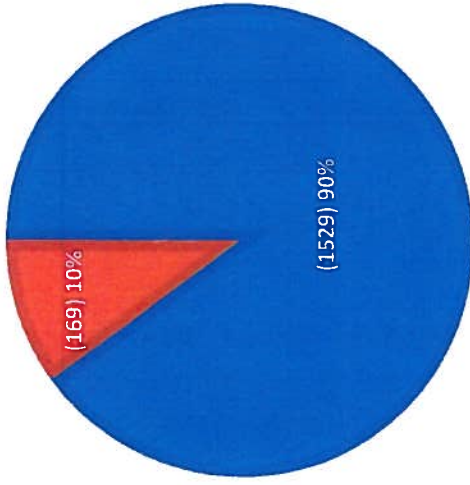
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	Actual Current	Actual YTD	Budget YTD	Variance YTD
55 - WATERMAIN REPLACEMENT FUND				
Operating Revenue				
55-21-381 INTEREST INCOME	28.18	309.02	300.00	(9.02)
55-21-393 INTERFUND TRANS	0.00	79,685.16	151,367.00	71,681.84
55-21-394 LOAN PROCEEDS - IEPA DRINK WAT	0.00	851,474.31	1,182,000.00	330,525.69
55-21-396 RESERVE CASH	0.00	0.00	0.00	0.00
55-21-397 ENCUMBRANCES	0.00	0.00	0.00	0.00
Total Operating Revenue	\$28.18	\$931,468.49	\$1,333,667.00	\$402,198.51
Total Revenue	\$28.18	\$931,468.49	\$1,333,667.00	\$402,198.51
Operating Expense				
55-21-533 ENGINEERING	515.00	64,745.29	136,500.00	71,754.71
55-21-714 DEBT SERV - 2017 IEPA LOAN	0.00	0.00	0.00	0.00
55-21-861 CAPITAL OUTLAY-PENFIELD MAIN	0.00	1,008,876.71	1,051,000.00	42,123.29
55-21-862 CAPITAL OUTLAY-ELM/BIRCH MAIN	0.00	0.00	0.00	0.00
55-22-951 CAPITAL RESERVE CONTRIBUTION	0.00	0.00	146,167.00	146,167.00
Total Operating Expense	\$515.00	\$1,073,622.00	\$1,333,667.00	\$260,045.00
Total Expense	\$515.00	\$1,073,622.00	\$1,333,667.00	\$260,045.00
Excess Revenue Over Expenses	(\$486.82)	(\$142,153.51)	\$0.00	\$142,153.51

WATER BILLING CYCLE JANUARY - FEBRUARY 2018

DISTRIBUTION OF WATER BILLS

■ Paper Bill ■ E-Bill

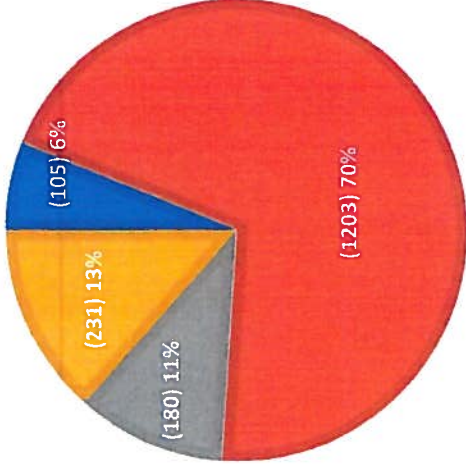


Water Bill Distribution

Paper Bill	1529
E-Bill	169

PAYMENT TYPES

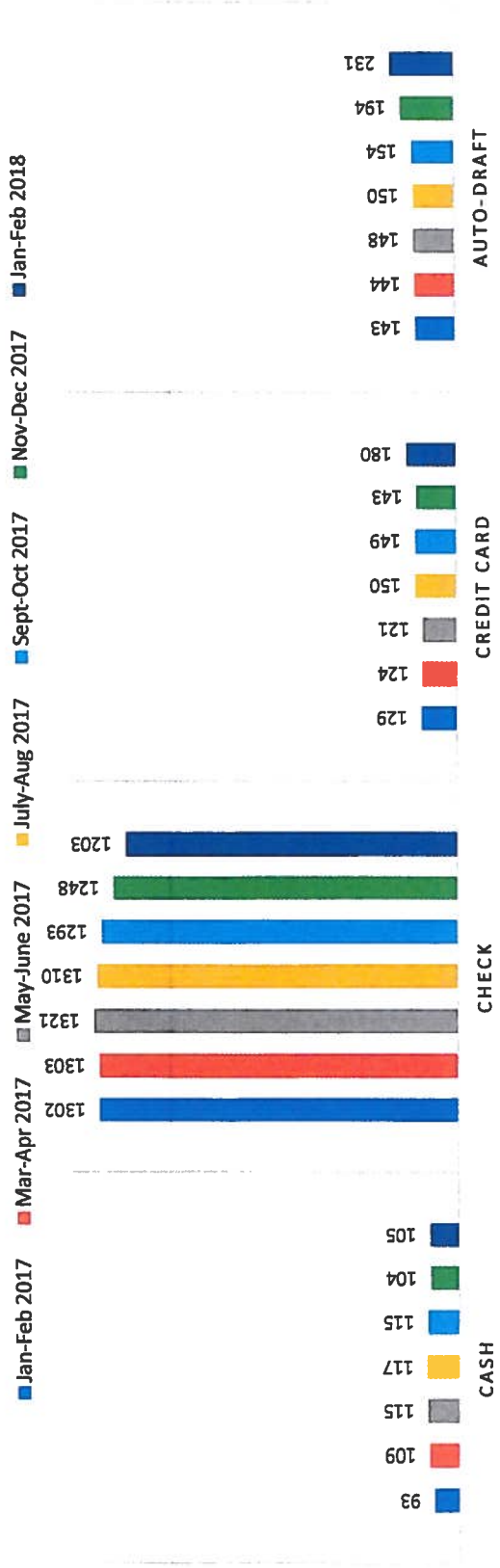
■ Cash ■ Check ■ Credit Card ■ Auto-Draft



Payment Types

Cash	1203
Check	231
Credit Card	180
Auto-Draft	105

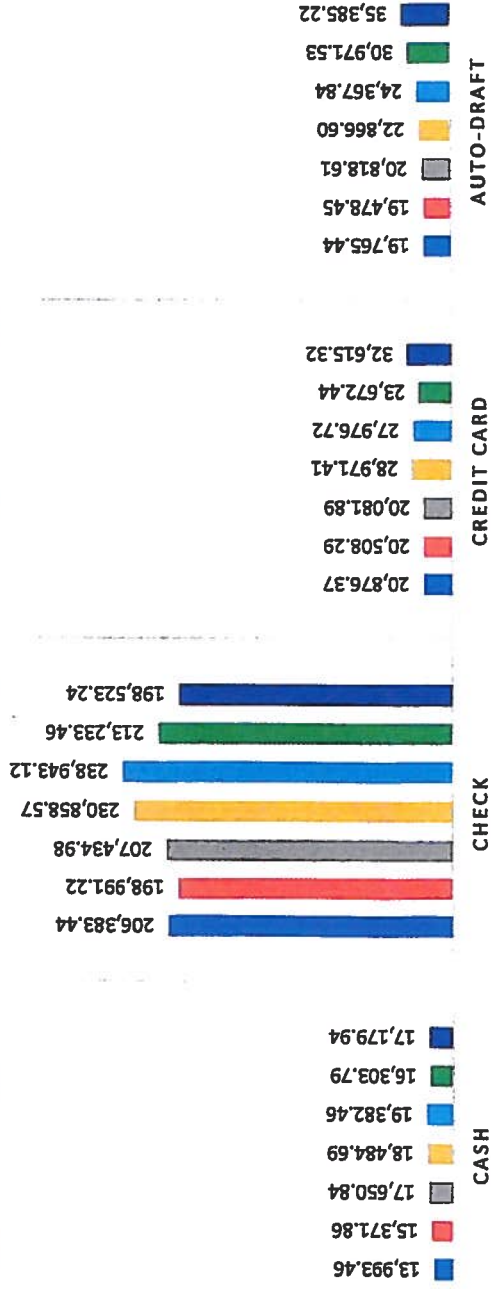
WATER BILL PAYMENT TYPES NUMBER OF PAYMENTS IN BILLING CYCLE



	Jan-Feb 2017	Mar-Apr 2017	May-June 2017	July-Aug 2017	Sept-Oct 2017	Nov-Dec 2017	Jan-Feb 2018
Cash	93	1302	1293	129	121	143	231
Check	109	1303	1248	124	149	154	203
Credit Card	115	1321	1248	129	143	148	194
Auto-Draft	105	1302	1248	129	143	148	194

WATER BILL PAYMENT TYPES DOLLAR AMOUNT OF PAYMENTS IN BILLING CYCLE

■ Jan-Feb 2017
 ■ March-April 2017
 ■ May-June 2017
 ■ July-Aug 2017
 ■ Sept-Oct 2017
 ■ Nov-Dec 2017
 ■ Jan-Feb 2018



Dollar Amount of Payment Type

	Jan-Feb 2017	March-April 2017	May-June 2017	July-Aug 2017	Sept-Oct 2017	Nov-Dec 2017	Jan-Feb 2018
Cash	13,993.46	15,371.86	17,650.84	18,484.69	19,382.46	16,303.79	17,179.94
Check	206,383.44	198,991.22	207,434.98	230,858.57	238,943.12	213,233.46	198,523.24
Credit Card	20,876.37	20,508.29	20,081.89	28,971.41	27,976.72	23,672.44	32,615.32
Auto-Draft	19,765.44	19,478.45	20,818.61	22,866.60	24,367.84	30,971.53	35,385.22
Total	261,018.71	254,349.82	265,986.32	301,181.27	310,670.14	284,181.22	283,703.72



BSI ONLINE SUBSCRIPTION AGREEMENT

Effective this ___ day of _____, _____, Backflow Solutions, Inc., an Illinois corporation ("**BSI**") and the Village of Beecher (the "Village") hereby enter into an online subscription agreement whereby BSI will perform certain notification and data management functions on behalf of the Village of Beecher. The Village will provide BSI with the information described hereafter and require that all companies that perform mandated backflow assemblies tests within The Village of Beecher be directed to the BSI website to enter the result of each Backflow Test performed within The Village of Beecher Jurisdiction. Each result will be readily available to and accessible by the Village at any time.

1. **BSI Responsibilities.** In addition to any other responsibilities set forth elsewhere in this agreement, BSI shall, through the use of its proprietary software, BSI Online.
 - a. Maintain the secure Online Database to insure a functional backflow assembly tracking system that is easy to understand and use by licensed testers. BSI shall also maintain an internet website where testers shall input all data related to Backflow Tests they conduct within the water authorities' jurisdiction.
 - b. Send up to two (2) notices to water customers that have Assemblies, advising them that their Assembly is due for testing. The "Test Due Notice" shall be mailed approximately 30 days prior to the scheduled test date. The second notice (the "Overdue Notice") shall be sent after the Test Date has passed if Backflow Test results have not been entered to the Online Data Base. The Overdue Notice will advise the water customer of its delinquent test status. BSI shall immediately transmit an electronic copy of each Test Report to the Village. To facilitate the testing procedure, the Test Due Notice will include the identity of the water customer's last Tester of record, together with all relevant contact information, provided if, information is available to BSI. At the time the Test Due Notice is mailed to the water customer, BSI will also transmit a notice to the last Tester of record advising that Tester that the water customer's assembly is due to be tested. The Tester Notification is designed to increase test compliance, thereby reducing enforcement costs incurred by The Village of Beecher.
2. **Inducement.** The Village of Beecher acknowledges and agrees that in order to induce BSI to provide the service contemplated by this Agreement, for each Test Report submitted to the Online Data Base the Data Entry Charge (\$12.95 per report) shall be paid (by the "tester") prior to uploading the test data to the Online Data Base. The data entry fee will remain at \$12.95 for a period of five years. Additional funds added to the \$12.95 will be rebated back to the municipality less 3% credit card processing fees, on a monthly basis.
3. **Cost.** The Village shall pay BSI the sum of \$495.00 as the annual "Subscription Fee".
4. **Term.** This agreement is for a five-year term on the signed date above, and shall continually renew annually until termination.
5. **Termination.** If you wish to discontinue services provided by BSI, we require 30 days written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

BACKFLOW SOLUTIONS, INC.,
An Illinois corporation

By: _____

Name: Michelle Bever
Title: Marketing Manager
Address:
12609 South Laramie Ave.
Alsip, Illinois 60803

a body politic and corporate

By: _____

Name: _____
Title: _____
Address: _____

Village of Beecher
Cross-Connection Control Program
PO Box 246
Worth, IL 60482



Princess Café
502 Dixie Hwy
Attn: John Smith
Beecher, IL 60401

Your Customer Confirmation Number:
0A00-A0AA
Use this # to see when your reports have
been submitted at www.bsionlinetracking.com

March 8, 2018

RE: Backflow Assembly Test Due at 502 Dixie Hwy, Beecher, IL 60401

Dear Water Customer,

The State of Illinois requires that backflow prevention assemblies be installed on all hazardous cross-connections in an effort to keep our water supply safe. These assemblies must be tested and certified every year to ensure that they are working properly. The Village of Beecher has partnered with BSI Online to assist in administering the backflow program in your community. Our records show the following backflow assembly(s) at your property, which are due to be tested by **April 8, 2018**.

Size	Manufacturer	Model	Serial Number	Hazard	Location
1"	Febco	860	H07692	Irrigation	NE corner

You are responsible for hiring a licensed backflow tester to perform the annual test and certification of the backflow assembly(s) listed above (BSI does not test backflow assemblies). Please provide the CCN listed in the top right corner of this letter to your backflow tester, as they will need this number to properly file your backflow test reports via BSI Online. You may also use this CCN at www.bsionlinetracking.com to verify when your backflow test has been filed, locate a list of testers in your area, or to simply learn more about backflow. Please contact BSI via e-mail (bsionline@backflow.com) or phone (800-414-4990) if you have any questions. Thank you for your cooperation and for helping to protect our water resources.

Sincerely,

Christine Walsh, Vice President
Agent for The Village of Beecher

For your convenience, your last testing company of record (if available) is listed below:

John's Plumbing

(708)555-4568

Village of Beecher
Cross-Connection Control Program
PO Box 246
Worth, IL 60482



Princess Café
502 Dixie Hwy
Attn: John Smith
Beecher, IL 60401

Your Customer Confirmation Number:
0A00-A0AA
Use this # to see when your reports have
been submitted at www.bsionlinetracking.com

April 9, 2018

RE: Backflow Assembly Test Due at 502 Dixie Hwy, Beecher, IL 60401

Dear Water Customer,

Several weeks ago, you were notified that the backflow assembly(s) at the property listed above was due to be tested per State of Illinois regulations by April 8, 2018. Annual backflow testing is vital in ensuring the safety of our water resources. As of today, we have not received the required certification, which means you are now **OVERDUE**.

Size	Manufacturer	Model	Serial Number	Hazard	Location
1"	Febco	860	H07692	Irrigation	NE corner

You are responsible for hiring a licensed backflow tester to perform the annual test and certification of the backflow assembly(s) listed above (BSI does not test backflow assemblies). The results from your backflow test must be submitted by your testing company within **15 DAYS** from the date of this letter. Please provide the CCN listed in the top right corner of this letter to your backflow tester, as they will need this number to properly file your backflow test reports via BSI Online. Please visit www.bsionlinetracking.com and use the CCN listed above to check on your test report status or to find a list of local backflow testers. Please contact BSI via e-mail (bsionline@backflow.com) or phone (800-414-4990) if you have any questions. Thank you for your cooperation and for helping to protect our water resources.

Sincerely,

Christine Walsh, Vice President
Agent for the Village of Beecher

For your convenience, your last testing company of record (if available) is listed below:

John's Plumbing

(708) 555-4568

Robert Barber

From: Ethan Salsinger <Ethan_Salsinger@ajg.com>
Sent: Tuesday, March 20, 2018 12:57 PM
To: 'Kristi Wickiser'; 'Kim Doglio'; 'Matt Fritz'; 'Mike Wolf'; 'oglesbyclerk@gmail.com'; Bob Hausler; 'Linda Hildebrand'; Kathy Miller; 'huntwilliam7@yahoo.com'; 'Darla Hurley'; 'mayor@sandwich.il.us'; 'cawojnarowski@bradleyil.org'; 'ahanson@villageofroscoe.com'; 'Jodi Denton'; 'Robert Barber'; 'Emily McConville'; 'Thomas Durkin' (tdurkin@channahon.org); 'jschulteis@villageofmanteno.com'; 'Erin Schiber'; 'Sarah Nalley'; Kim Reese; 'dlabriola@braidwood.us'; 'admin@villageofpeotone.com'; 'Nancy Bingham'; 'oglesby clerk'; 'clarocque@villageofmanteno.com'; 'Kevin McNamara'; Austin Haacke; 'Lesley Hart'
Cc: Jessica Govic; Lisa Miller (Rolling Meadows)
Subject: IPRF Amendments

IMIC,

All members have or will be receiving a letter from your Workers Compensation carrier, IPRF, regarding an Amendment to Pooling Agreement and Bylaws. This is a common practice completed every 3-5 years by the IPRF Board of Trustees in order to keep the by-laws and pooling agreement current and modern.

After our thorough review of all changes made and a discussion with IPRF, we confirmed there are no major changes with the program, coverage, or by-laws.

An important item to notice is IPRF's desire to head towards more electronic communication and eliminate communication via US Mail. Our renewal proposals in November contained the email address for IPRF if you haven't seen it. You can submit your claims via email at claims@iprf.com

Please contact us with any questions regarding this update.

Best regards,

Ethan Salsinger
Producer
Public Sector Practice



2850 Golf Road | Rolling Meadows, IL 60008
☎: 630-285-3651 | 📠: 630-285-4062
✉: Ethan_Salsinger@ajg.com

www.ajgrms.com
Arthur J. Gallagher Risk Management Services, Inc.

COVERAGE CANNOT BE BOUND, ALTERED OR CANCELLED WITHOUT ACKNOWLEDGEMENT FROM AN ARTHUR J. GALLAGHER ASSOCIATE.

"We would like to emphasize that the discussion set forth above is only an insurance/risk management perspective and is NOT legal advice. We do not provide legal advice as we are not qualified to do so. We highly recommend that you seek the advice of legal counsel in order to become fully apprised of the legal implications related to these issues."



**ILLINOIS PUBLIC
RISK FUND**

www.iprf.com

7851 W. 185th Street, Suite 101
Tinley Park, IL 60477
Phone (708) 429-6300
Fax (708) 429-6488
Toll Free (800) 289-4773

March 19, 2018

Village of Beecher
Bob Barber
PO Box 1154 625 Dixie Highway
Beecher IL 60401

**Re: Illinois Public Risk Fund (IPRF)
Amendment to Pooling Agreement and Bylaws**

Dear Member:

The Board of Trustees continually reviews its Pooling Agreement and Bylaws to be certain that IPRF is providing each Member the most efficient and beneficial service allowed by Illinois law. Since its last amendment was completed in 2012 the Board of Trustees is convinced that the existing Pooling Agreement and Bylaws can and should be amended to formalize certain member friendly policies that the Board of Trustees has now adopted. These revised documents conform to state law changes and will allow IPRF to more effectively operate its business for the benefit of each member.

Therefore, enclosed you will find copies of an Amended Pooling Agreement, and an amended set of Bylaws, each of which was approved by IPRF's Board of Trustees on February 26, 2018. Also enclosed is a more detailed list of the specific paragraphs and changes made to both documents.

Many of these alterations are technical in nature. For example, the Board believes it is far more efficient and environmentally friendly to communicate with its members electronically, rather than through written correspondence sent through the US Postal Service. Thus, the amended documents allow for e-mailed communications. Other changes are intended to allow members more flexibility.

PLEASE NOTE, each of the amendments is binding on the entire membership of IPRF, so we encourage you to read the enclosed documents carefully.

Lastly, we ask that each member save a copy of the amended Pooling Agreement and return an executed copy to Illinois Public Risk Fund, at 7851 West 185th Street, Suite 101, Tinley Park, Illinois 60477. Should you have any questions, please do not hesitate to contact us.

Very truly yours,

**BOARD OF TRUSTEES
ILLINOIS PUBLIC RISK FUND**

Cost Control Through Cooperation Since 1985

**ILLINOIS PUBLIC RISK FUND
POOLING AGREEMENT**

(As Amended and Restated in 2018)

THIS AGREEMENT is made and entered into by and among the ILLINOIS PUBLIC RISK FUND (the "IPRF" or "Fund"), an Illinois not for profit corporation organized and operating as an intergovernmental joint insurance pool, and each of the members of the Fund (individually referred to herein as a "Member" and collectively as the "Members").

RECITALS

WHEREAS, the purpose of the Fund is to establish an intergovernmental joint insurance pool providing for the defense and payment when due of all compensation and other benefits under the Illinois Workers' Compensation Act and the Illinois Workers' Occupational Diseases Act (hereinafter referred to as the "Workers' Compensation Laws"), on behalf of "public agency members," as such term is defined by section 6 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/6), and other units of local government and public entities within the State of Illinois which may become eligible for membership from time to time according to the Intergovernmental Cooperation Act, or Article VII, Section 10 of the Illinois Constitution of 1970.

WHEREAS, the Illinois Intergovernmental Cooperation Act expressly authorizes public agencies to enter into intergovernmental contracts to jointly self-insure and utilize their funds to protect, wholly or partially, themselves and any public agency member of the contract against liability or loss in a designated insurable area; and

WHEREAS, the IPRF was established in 1985 to provide a means by which the public agency Members of the Fund could contract with each other pursuant to the Intergovernmental Cooperation Act in order to protect each other against liability or loss under the Workers' Compensation Laws; and

WHEREAS, the parties to this Agreement intend to create a valid, enforceable intergovernmental contract pursuant to the provisions of the Intergovernmental Cooperation Act by execution of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

AGREEMENT

I. FUND OPERATIONS AND CLAIMS ADMINISTRATION.

The IPRF will pay promptly when due the compensation and other benefits, including medical benefits, required of the Member by the Workers' Compensation Laws. The affairs of the Fund shall be managed by or under the direction of its Board of Trustees which shall provide for the efficient administration of claims under the Workers' Compensation Laws and otherwise under

any applicable law of the State of Illinois imposing employer liability for bodily injury by accident or disease. In that regard, the Board of Trustees shall be vested with all powers necessary to properly manage and direct the affairs of the IPRF, including but not limited to the power, as may be deemed necessary by the Board of Trustees in its full and complete discretion, to:

A. Provide for the efficient administration of claims by either employing or contracting for the services of an independent third party claims administrator (the "Fund Claims Administrator" or "Fund Administrator"), or by employing or contracting for the services of claims administration personnel or staff, (the "Fund Claims Administration" or "Fund Administration"). The Fund Administrator or Fund Administration, as the case may be, shall have the responsibilities for claims processing and administration; the investigation and adjustment of claims; the management and reporting of claims; compensation, claims, and benefits payments; and, risk data management and reports, including the establishing and monitoring of reserves, among other duties as may be authorized, directed, or delegated from time to time by the Board of Trustees;

B. Provide or contract for safety and loss control programs and services for the benefit of the Fund and its Members;

D. Employ or contract for the services of an independent accountant (the "Fund Accountant") who, at the direction of the Board of Trustees and the Treasurer, shall be responsible for IPRF's day-to-day financial matters, including the collection of Members' current, past due, and delinquent accounts, premiums, contributions, assessments, and penalties; the keeping and maintenance of the Fund's financial records, statements, reports, and books of account; and, the satisfaction and payment of the Fund's bills, debts, and other financial obligations;

E. Employ or contract for the services of an independent, fiduciary investment advisor (the "Fund Advisor"), if deemed necessary by the IPRF's Board of Trustees, to provide advice and management concerning the Fund's assets and investments in accordance with the purposes and investment guidelines established by the IPRF, the Intergovernmental Cooperation Act, and all other applicable duties and policies, standards, guidelines established, created by law, regulation, or resolution of the Board of Trustees;

F. Employ or contract for the services of an exclusive Marketing Agent who shall be responsible for the promotion and marketing of the Fund, and its program and services;

F. Authorize and direct the Fund Accountant and the Marketing Agent in the collection of delinquent accounts resulting from any unpaid premiums, contributions, assessments, or penalties;

G. Cause each Member to execute this Pooling Agreement, governing, among other matters and things, the liability of all Members for claims against the Fund;

H. Obtain excess reinsurance coverage along with errors and omissions liability (E&O) and directors and officers (D&O) liability coverages for the Fund's Board of Trustees, officers, and employees with insurance companies acceptable to the Board of Trustees, and in amounts considered reasonably adequate to cover the liabilities of the Fund, its Board of Trustees, officers, and employees, and to keep and maintain such insurance policy coverages in full force and in effect at all times along with such other

insurance coverages as the Board of Trustees may determine to be reasonably prudent and necessary to protect the Fund and its assets; and, to procure and maintain a fidelity bond covering the IPRF's Board of Trustees, individually and collectively, the Fund Treasurer, the Fund Accountant, and any other person required by law or deemed appropriate by the Board of Trustees, having any responsibility respecting the IPRF's monies and securities, in an amount sufficient to protect the Fund against loss, misappropriation, or misuse of any monies or securities;

I. Set standards for the admission of Members to the Fund which shall include such requirements, guidelines, and precautions as the Board of Trustees from time to time shall deem to be reasonable and appropriate to promote the safe, prudent, proper, and responsible operation of the Fund for the benefit of duly qualified and financially suitable Members that are seriously committed to sound safety practices, risk management, and loss control programs;

J. To employ or contract for the services of such other persons, parties, providers, vendors, or consultants as the Board of Trustees may from time to time deem reasonably necessary or desirable to carry out the purposes of the Fund and to assure the continuous, efficient, and cost-effective operations of its programs.

II. COST OF MEMBERSHIP.

The Member's cost will be determined by the Board of Trustees. The Member's contribution or premium will be developed by an examination and audit of all the Member's records that relate to the coverages provided by this Agreement, including ledgers, journals, registers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data (the "payroll audit"). Rates, classifications, experience modification factors, and discounts approved by the Board of Trustees will be used to determine the Member's contribution or premium subject to the payroll audit.

III. ASSESSMENT PROVISIONS.

Whenever the Board of Trustees determines by means of an audit, annual certified financial statements, actuarial opinion, or otherwise that the assets of the Fund are less than the reserves which prudently should be maintained by the Fund, or which are required to be maintained by any applicable law, rule or regulation, then the Fund shall direct its Treasurer and the Fund Accountant (as defined in the Fund's By-Laws) to assess each Member of the Fund that was a Member during the Fiscal Year (as defined below) in which the events or occurrences giving rise to such assessment occurred, the amount necessary (in the aggregate) to correct the deficiency. Members will be assessed pro rata based upon their annual contributions, provided that, in no event shall the annual total of any Member's assessment exceed the greater of ten percent (10%) of that Member's gross annual premium or contribution to the Fund for the most recent Fiscal or Fund Year, as such terms are defined herein and by the IPRF's By-Laws, or the amount required under the applicable rule, law or regulation giving rise to the assessment. In the event of the inability of one or more Members, by reason of insolvency or otherwise, to pay such assessments, the Fund's Treasurer shall assess the other Members of the Fund for such unpaid amounts. Notwithstanding the foregoing, a Member's liability under this Section for assessments shall be limited to the period of such Member's membership in the IPRF and the later of either the three (3)-year period commencing with the close of the most recent Fiscal Year during which the events, occurrences, or claims giving

rise to such assessments happened, or the three (3)-year period beginning with the close of the Fiscal Year during which such Member's membership in the Fund was terminated.

IV. MEMBERS, TERMS, WITHDRAWAL, TERMINATION.

A. Membership in the Fund is limited to "public agency members" as such term is defined by section 6 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/6), and other units of local government and public entities within the State of Illinois which may become eligible for membership from time to time according to the Intergovernmental Cooperation Act, or Article VII, Section 10 of the Illinois Constitution of 1970. Membership in the Fund is subject to the approval of the Fund's Board of Trustees, the Fund Administrator, and the Fund's excess reinsurance carrier.

B. The initial minimum term of IPRF membership is one (1) year, unless terminated earlier pursuant to this Agreement or Article VIII of the Fund's By-Laws.

C. After the initial one (1) year minimum term, a Member may withdraw or resign its membership in the Fund for any year thereafter upon the giving of not less than ninety (90) days written notice to the IPRF Board of Trustees of its intent to withdraw or resign and, such resignation shall take effect no sooner than ninety (90) days from the date such notice is given. The ninety (90) day written notice required by this section shall be given, at least, 90 days prior to the expiration of the Member's then-current term. It is paramount for the Fund to receive the written notice required by this section ninety (90) days in advance of the end of the withdrawing Member's term because the Fund must know which of its Members are covered on an annual basis. The Fund cannot carve out shortened timeframes for members who terminate on any lesser amount of time as such shortened termination timeframes may lead to ambiguities in coverage.

D. A Member's written notice tentatively terminating such Member's membership must be rescinded, if at all, by subsequent written notice received by the IPRF no later than the final day of the then-current policy term. If the tentative termination is not rescinded, the Member's membership in the IPRF will be terminated as of 11:59 PM on the final day of the Member's then-current term. If the Member does timely rescind its tentative termination as provided in this paragraph, such Member's membership shall be renewed in the ordinary course, with no interruption in coverage.

E. A Member may be terminated from the IPRF under rules set forth in the Funds By-Laws for reasons which include, but are not limited to, the following:

(1) When the Member fails to pay the premium, contribution, assessment, or other amounts due and payable to the Fund in full;

(2) When the Member fails to cooperate with the Fund, or with its Trustees, Marketing Agent, officers, employees, contractors, or agents, in regards to audits, payments, financial and claims reporting, safety, loss control, and prevention, or any other subject having to do or connected in any way with the operations and purposes of the IPRF as determined by the Board of Trustees in its sole discretion;

(3) When the Member fails to carry out the recommendations of any safety, loss control, or prevention survey, inspection, or examination, or fails to adhere to

generally accepted accounting or financial practices, or fails to follow the IPRF's safety, loss control, risk prevention, or claims reduction standards, policies, or programs as determined by the Board of Trustees in its sole discretion;

(4) When the Member fails to meet the membership eligibility requirements set forth in Paragraph IV(A) above, as determined at any time by the Board of Trustees in its sole discretion;

(5) When the Member engages in conduct detrimental to the integrity, stability, or strength of the IPRF or any of its programs as determined by the Board of Trustees in its sole discretion; or

(6) When the member fails to meet other requirements for continued participation that may be determined by the Board of Trustees in its sole discretion to preserve the stability and strength of the Fund and which are consistent with the provisions of the By-Laws, including participation in the programs or efforts designed to reduce losses or adjust claims in order to carry out the purposes for which the IPRF was established.

F. REGARDLESS OF THE EFFECTIVE DATE OF ANY MEMBER'S VOLUNTARY OR INVOLUNTARY TERMINATION OF MEMBERSHIP IN THE FUND, PAID PREMIUMS WILL NOT BE REFUNDED OR PRO-RATED.

V. COVERAGE INDEMNITY AND DEFENSE.

In consideration of payment of the Member's contributions as described in this Agreement in general, and as set forth in Part II in particular, the Fund agrees:

A. Coverage: The Fund will pay promptly when due all compensation and other benefits, including medical benefits, required of the Member by the Workers' Compensation Laws and as such Laws may be amended from time to time.

B. Defense. Settlement. Supplementary Payments: As respects the coverage afforded by the other terms of this Agreement, the Fund shall:

(1) Defend any proceeding against the Member seeking such compensation and other benefits and any suit against the Member alleging work-related accidental injuries or occupational diseases, as those terms are defined under the Workers' Compensation Laws and seeking damages on account thereof, even if such proceeding or lawsuit is groundless, false, or fraudulent, but the Fund may make such investigation, negotiation, and settlement of any claim or suit as it deems expedient or necessary.

(2) Pay all expenses incurred by the Fund, all costs taxed against the Member in any such proceeding or suit, and all interest accruing after entry of award or judgment until the Fund has paid, tendered, or deposited such part of such judgment as does not exceed the limit of the Fund's liability thereon; provided, however, that in no event shall the Fund be responsible for payment of any fines, penalties, or interest thereon imposed upon a Member as a result of such Member's violation of or misconduct under the Workers' Compensation Laws or otherwise.

C. Applicability of Coverage: The coverage, compensation, other benefits, defense, and payments provided under this Agreement apply or is accorded only to accidental injuries, disablements, exposures, and fatalities (as those terms are defined under the Workers' Compensation Laws) occurring during the membership term. All states coverage will be provided by the Fund.

D. Conditions: Classifications, rates, modification factors, and discounts, shall be determined by the Board of Trustees in its sole discretion. Each Member shall maintain records of the information necessary for contribution or premium computation, and the IPRF, its Board of Trustees, the Fund Accountant and its duly authorized agents and representatives shall be allowed to examine and audit all of the Member's records that relate to the coverage, indemnity and defense provided by this Agreement, including ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for sharing and receiving data. The IPRF may conduct the audits during regular business hours during the membership or coverage period and within three (3) years after such membership or coverage period ends. Information developed by audit will be used to determine the amount of any final premium or contribution due under this Agreement subject to the right of the Fund through its Board of Trustees to determine and set the amount of any premium, contribution, assessment, debt, penalty, or other amount due to be paid the IPRF in its full and sole discretion.

VI. MEMBERS' OBLIGATIONS.

Each Member agrees to be bound by all of the terms and conditions of this Agreement, any subsequent amendments, revisions or alterations of this version of the Agreement (each version to be retained in IPRF's books and records), the IPRF's By-Laws, as they may be amended from time to time, and to abide by any rules, resolutions, and regulations that are promulgated by the Board of Trustees for the administration of the Fund, which shall include, but not be limited to, the following:

A. Each Member agrees to initiate and maintain a safety program to give its employees safe and sanitary working conditions and agrees to follow the general recommendations of the IPRF, its Board of Trustees, and their duly authorized agents and representatives to promote the general welfare of such Member's employees. Each Member, however, shall remain solely responsible for all decisions concerning its safety program and practices and may not rely upon evaluations or recommendations made by the IPRF, its Board of Trustees, or their duly authorized agents and representatives in making decisions concerning such Member's safety program and practices.

B. When an injury or disablement to an employee of a Member covered by this Agreement occurs, the Member shall immediately provide for immediate emergency and other medical services as provided by Sections 8(a) of the Illinois Workers' Compensation Act (820 ILCS 305/8(a)), and shall immediately notify the IPRF of the loss or claim and cause to be prepared and transmitted to the Fund Administrator or Fund Administration, as the case may be, an Employers First Report of Injury (Form 45) as prescribed by the IPRF, the Illinois Workers' Compensation Commission and the Federal Occupational Safety and Health Administration (OSHA).

C. If a claim is made or suit or other proceeding is brought against the Member, then the Member shall immediately forward to the IPRF every demand, notice, summons, claim form, suit or other legal or administrative process received by it.

D. The Member shall cooperate with the IPRF and, upon the Funds request, shall attend all hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and otherwise cooperate in the conduct of all suits, hearings, or proceedings. The Member shall not, except at its own cost, which shall not be reimbursed by the Fund, voluntarily make any payment, assume any obligation, or incur any expense other than for such immediate medical and other services at the time of the injury as are required by the Workers' Compensation Laws or otherwise.

E. Each Member shall make prompt payment of all contributions, premiums, assessments, and other amounts due as required under this Agreement and the Fund's By-Laws.

F. Each Member does hereby appoint the IPRF as its agent to act in the Member's behalf to file reports and to make or arrange for payment of claims, medical expenses, and all other things required or necessary insofar as they affect the Member's liability under the Workers' Compensation Laws or such Member's obligations under the rules, regulations, and orders of the Illinois Workers' Compensation Commission or any other administrative agency or court having jurisdiction.

G. Each Member agrees that in the event of the payment of any compensation, other benefits, defense or other payments by the IPRF under this Agreement, the Fund shall be subrogated to the extent of such payment to all rights of the Member against any person or other entity legally responsible for such damages or losses, and in such event, the Member hereby agrees to render all reasonable assistance, other than pecuniary assistance, to effect recovery.

H. The IPRF, its Board of Trustees, and any of their duly authorized agents, employees, and attorneys, and a representative shall be permitted at all reasonable times to inspect the Member's work places, plants, works, machinery, and appliances covered by this Agreement, and shall be permitted at all reasonable times and within three (3) years following termination of membership to examine the Member's books, vouchers, contracts, documents, and records of any and every kind which show or tend to show or verify contributions, premiums, or other amounts which are due or payable, or which were paid to the Fund.

I. In consideration of the rights, privileges, and benefits of IPRF membership, the Member agrees and consents that it may be sued by the Fund in any Illinois court having jurisdiction for any premiums, assessments, contributions, debts, penalties, or other monies that are not paid to the Fund on the due date thereof, including but not limited to all reasonable attorneys' fees, expenses, and costs incurred by the Fund in the collection process through litigation, arbitration, or otherwise. Each Member further specifically agrees, consents, and submits to the jurisdiction, venue, and service of process of the Circuit Court of DuPage County, Illinois.

VII. EFFECTIVE TIME AND DATE.

The Fund shall operate on a fiscal year consistent with the calendar year beginning on the first day of January and ending on the last day of December (the "Fiscal Year" or "Fund Year"), and effective date of this Agreement shall be the date the parties entered into this Amended and Restated Pooling Agreement as set forth below.

VIII. ENTIRE AGREEMENT.

This Amended and Restated Pooling Agreement supersedes any prior Pooling Agreement between the parties.

IX. NO PRESUMPTION ARISES.

This Amended and Restated Pooling Agreement shall be presumed to have been drafted by the parties that are signatories hereto. No presumption shall arise against either party if any term hereof shall be considered ambiguous.

IN WITNESS WHEREOF, the parties hereto have entered into this Amended and Restated Pooling Agreement as of date set forth below.

Date: 03-19-18

ILLINOIS PUBLIC RISK FUND

By: Jessam M. Dorman

Title: IPRF Secretary

MEMBER

Village of Beecher
(Print name of Member)

By: _____

Title: _____

**ITEMIZATION OF AMENDMENTS TO THE BY-LAWS AND POOLING AGREEMENT OF
THE ILLINOIS PUBLIC RISK FUND**

1. Amendments to the By-Laws of the Illinois Public Risk Fund
 - a. **Article 1, Section 1.3, Address of IPRF** – The location of the registered office was changed from Chicago, Cook County, Illinois, to Naperville, DuPage County, Illinois;
 - b. **Article II, Purpose** – Removed the words “these By Laws” to specify that members will become eligible according to the Intergovernmental Cooperation Act, or Article VII, Section 10 of the Illinois Constitution of 1970;
 - c. **Article III, Membership, Section 3.1** – Reworded this section to clarify what entities are eligible for membership in IPRF, but did not make any substantive changes as to requirements for membership;
 - d. **Article III, Membership, Section 3.2** – Added the words “procedures and personnel acceptable to” this paragraph to identify how the Board of Trustees reviews applications. Also, removed the words “and duly authorized representatives,” since the Board of Trustees alone reviews and accepts applications for membership;
 - e. **Article III, Membership, Section 3.4** – Added the words “but not limited to” to broaden scope of what Members agree to pay to IPRF in event a member fails to pay premiums owed to IPRF. Changed proper venue from Cook County to DuPage County for any lawsuit. Also added an indemnification, defend and hold harmless paragraph in favor of IPRF for acts of members;
 - f. **Article IV, Board of Trustees, Section 4.2** – Reworded this section to clarify the powers of the Board of Trustees;
 - g. **Article V, Officers, Section 5.6** – Removed the words “and of the seal of the Fund” to clarify Secretary’s responsibilities;
 - h. **Article VI, Meetings of the Board of Trustees, Section 6.3** – Removed the word “written” to generalize the giving of notice for meetings of the Board of Trustees;
 - i. **Article VII, Membership Meetings, Section 7.3** – Removed the word “written” to generalize the giving of notice of meetings. Specify that notice shall be “given” as opposed to “delivered” during a specified timeframe so as to make the giving of notice more efficient for the Board of Trustees. Also, removed final sentence of this section discussing how notices of meetings should be mailed;
 - j. **Article VIII, Termination of Membership, Section 8.2** – Removed the word “notice” and added the words “and upon the terms” to clarify when a member may resign from membership;
 - k. **Article VIII, Termination of Membership, Section 8.3(a)** – Removed the word “written,” when discussing notice and replaced “personally” with “electronically” to allow for email notice of termination;
 - l. **Article VIII, Termination of Membership, Section 8.3(b)** – Added statement that membership premiums paid will not be refunded. Also, added additional language to clearly state that termination notices must be provided to IPRF, at least, 90 days in advance of the expiration of a Member’s then-current term;
 - m. **Article VIII, Termination of Membership, Section 8.3(c)** – Added new provision to handle tentative terminations of membership and rescission of termination of membership. Also specified that a tentative termination must be rescinded by or on the final day of the Member’s then-current term, and if such tentative termination is not rescinded, then the policy will be cancelled as of 11:59 PM on the final day of the term;
 - n. **Article XIII, Notices** – Added the words “transmitted or received by electronic means” to allow for emailing of notices required by the By-Laws. Also added statement to allow for electronic transmission of notices according to the By-Laws.

Clarified that once notice is given personally, it will be deemed to have been delivered on that date, and provided that notice transmitted electronically shall be deemed to have been given on the next day;

- o. **Article XIV, Amendments of By-Laws, Section 14.1** – Specified that amendment of By-Laws may be approved by 2/3 vote of the Board of Trustees and does not require vote to happen at an annual or special meeting. Also removed requirement that proposed alterations have to be mailed 10 days in advance of meeting where vote is to take place; and
 - p. **Article XIV, Amendments of By-Laws, Section 14.2** – Specified that Board of Trustees to furnish copy of By-Laws on its own accord or at the request of a member.
2. Amendments to the Pooling Agreement of the Illinois Public Risk Fund
- a. **Introductory Paragraph** – Removed all language following the word “Member” in the introductory paragraph since the additional language was unnecessary;
 - b. **Recitals** – Added the first recital in order to identify the purpose behind the Illinois Public Risk Fund. Reworded the final recital to clarify the purpose for the Pooling Agreement;
 - c. **Section I, Fund Operations and Claims Administration, Introductory Paragraph** – Specified that Board of Trustees is vested with power to manage and direct the IPRF;
 - d. **Section I, Fund Operations and Claims Administration, Subparagraph C** – Specified that power of Board of Trustees includes the right to employ an independent, fiduciary investment advisor, if necessary;
 - e. **Section III, Assessment Provisions, Introductory Paragraph** – Revised language specifies when members shall be assessed for additional premiums due to a shortfall in the assets of the IPRF;
 - f. **Section IV, Members, Terms, Withdrawal, Termination, Paragraph A** – Specified who is an appropriate member for the IPRF;
 - g. **Section IV, Members, Terms, Withdrawal, Termination, Paragraph C** - Specified that termination notices must be provided to IPRF, at least, 90 days in advance of the expiration of a member’s then-current term;
 - h. **Section IV, Members, Terms, Withdrawal, Termination, Paragraph D** – Specified procedure for handling tentative terminations. Also specified that rescissions of tentative terminations must be received by or on the last day of a member’s then-current term and provided that if a tentative termination is not rescinded, coverage will terminate at 11.59 PM on the final day of the then-current term;
 - i. **Section IV, Members, Terms, Withdrawal, Termination, Paragraph F** – Specified that premiums will not be refunded regardless of when termination takes place;
 - j. **Section VI, Members’ Obligations, Introductory Paragraph** – Added requirement that members agree to be bound by the Pooling Agreements and later revisions of the Pooling Agreement;
 - k. **Section VI, Members’ Obligations, Paragraph E** – Replaced Cook County for venue and specified venue for any lawsuit involving IPRF must be filed in the 18th Judicial Circuit Court of DuPage County, Illinois; and
 - l. **Former Section VIII, Arbitration and Alternative Dispute Resolution** – Removed provision requiring use of arbitration and/or alternative dispute resolution.

ILLINOIS PUBLIC RISK FUND
An Illinois Not-For-Profit Corporation
BY-LAWS

(As Amended and Restated to Be Effective February 26, 2018)

ARTICLE 1
Name and Address

Section 1.1 The name of this not-for-profit corporation shall be the ILLINOIS PUBLIC RISK FUND, hereinafter referred to as the "IPRF" or "Fund".

Section 1.2 The IPRF shall be a corporation organized under the laws of the State of Illinois, pursuant to the General Not for Profit Corporation Act of 1986, as amended (805 ILCS 105/101.1 *et seq.*).

Section 1.3 The registered office of the IPRF shall be in the City of Naperville, County of DuPage, State of Illinois, or at such other place as may be designated by the Fund's Board of Trustees.

ARTICLE II
Purpose

The purpose of the Fund is to establish an intergovernmental joint insurance pool providing for the defense and payment when due of all compensation and other benefits under the Illinois Workers' Compensation Act and the Illinois Workers' Occupational Diseases Act (hereinafter referred to as the "Workers' Compensation Laws"), on behalf of "public agency members," as such term is defined by section 6 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/6), and other units of local government and public entities within the State of Illinois which may become eligible for membership from time to time according to the Intergovernmental Cooperation Act, or Article VII, Section 10 of the Illinois Constitution of 1970.

ARTICLE III
Membership

Section 3.1 The Fund shall have one class of members (individually referred to herein as a "Member" and collectively as the "Members"). To be eligible for membership, applicants must qualify as "public agency members" as such term is defined by section 6 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/6), or as other units of local government and public entities within the State of Illinois, which may become eligible for membership from time to time according to the Intergovernmental Cooperation Act, or Article VII, Section 10 of the Illinois Constitution of 1970, and must:

- (a) File with the IPRF through its Marketing Agent, consultants, or other duly authorized persons as may be designated by the Fund from time to time, the applications, questionnaires, and other materials required by the Board of Trustees and the Fund's insurers and reinsurers;
- (b) Be qualified, approved, and accepted for membership by the IPRF and the Fund's insurers and reinsurers;

(c) Execute the IPRF's Pooling Agreement, constituting an intergovernmental agreement or contract under the Intergovernmental Cooperation Act, acknowledging the applicant's intent to jointly self-insure and participate in a joint insurance pool, and also indicating the applicant's promise of prompt, full, and complete compliance with these By-Laws and with the provisions of the Fund's guarantees of coverage, indemnity, and defense to claims under the Workers' Compensation Laws for and on behalf of all of the public agencies who are now or may hereafter become Members of the Fund;

(d) Execute any and all agreements and documents as may be necessary or required by the IPRF, its Board of Trustees, employees, contractors, consultants, agents, and representatives including, but not limited to, the Fund's Marketing Agent, the Fund Administration or Fund Administrator, the Fund Accountant, and the Fund's insurers and reinsurers; and, such other agreements and documents as may be necessary or required by governmental agencies, including the Illinois Workers' Compensation Commission;

(e) Submit to audits, examinations, and inspections by the IPRF and its duly authorized employees, contractors, consultants, agents, and representatives; provided, however, that neither the right to conduct audits, examinations, and inspections, nor the conducting and making thereof, nor any report thereon, shall constitute a duty or undertaking on behalf or for the benefit of any applicant, Member, or third party to determine or warrant that such records, things, and places audited, examined, or inspected are in compliance with any law, statute, rule, regulation, ordinance, code, or standard, or are not hazardous to the health or safety of any person; and

(f) Demonstrate a serious commitment to intergovernmental cooperation, and to loss control, accident prevention, safety, and risk reduction.

Section 3.2 Upon the filing of an application for membership in the Fund and related documents, the IPRF, through procedures and personnel acceptable to its Board of Trustees, shall investigate the applicant to assure that only duly qualified and financially sound Illinois public agencies, employing generally accepted accounting and financial practices, and demonstrating good safety records, practices, and programs, become Members of the Fund.

Section 3.3 Upon approval of an application for membership in the IPRF by the Fund's Board of Trustees or their duly authorized representatives, the applicant will be admitted to membership in the Fund and shall continue as a Member of the Fund unless and until such membership is terminated as hereinafter provided. No membership certificate of the Fund shall be required. Membership in the IPRF is not transferable or assignable, and no applicant shall become a Member without first being approved, accepted, and admitted by the Fund's Board of Trustees or their duly authorized representatives.

Section 3.4 In consideration of the rights, privileges, and benefits of IPRF membership, the Member agrees and consents that it may be sued by the Fund in any Illinois court having jurisdiction for any premiums, assessments, contributions, debts, penalties, or other monies that are not paid to the Fund on the due date thereof, including, but not limited to, all reasonable attorneys' fees, expenses, and costs incurred by the Fund in the collection process through litigation, arbitration, or otherwise. Each Member further specifically agrees, consents, and submits to the jurisdiction, venue, and service of process of the Circuit Court of DuPage County, Illinois.

Members agree to indemnify, defend and hold harmless the IPRF, to the fullest extent authorized or permitted by law, against any and all claims, demands, causes of action, expenses (including attorney's fees), damages, judgments, fines and amounts paid that IPRF becomes legally obligated to pay because of any claim or claims made against any Member by reason of the Member's intentional violation of any applicable law, rule, regulation, court order, or any breach (whether intentional or otherwise) of any term, provision or agreement of either the Pooling Agreement executed by and between IPRF and the Member, or the IPRF's By-Laws. The Member's responsibility to indemnify, defend and hold harmless IPRF shall continue beyond the Member's membership in the Fund so long as the IPRF shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal, arbitrational, administrative or investigative, by reason of the acts and/or omissions to act by the Member, or any of its agents, officers, employees or assigns.

ARTICLE IV **Board of Trustees**

Section 4.1 The affairs of the IPRF shall be managed by or under the direction of its Board of Trustees. The number of Trustees which shall constitute the whole board shall be five (5). The Board of Trustees shall be divided into two classes. Class I shall consist of two Trustees who, if the Fund has appointed a Marketing Agent, shall be representatives of such Marketing Agent. The Trustees of Class I shall be nominated and elected for a term of five (5) years. Class II shall consist of three Trustees who shall be nominated and elected for a term of three (3) years. Thereafter, as the Class I Trustees' respective terms of office expire, their successors shall be elected for a term of five (5) years, and as the Class II Trustees' respective terms of office expire, their successors shall be elected for a term of three (3) years. All Trustees shall hold office for the term for which they were elected and until their successors are elected and qualified. If the number of Trustees is changed, then any increase or decrease shall be apportioned among the classes so as to maintain or attain, if possible, the equality of the number of Trustees in each class, but in no case will a decrease in the number of Trustees shorten the term of any incumbent Trustee.

Section 4.2 The Board of Trustees shall be vested with all powers necessary to properly manage and direct the affairs of the IPRF, including, but not limited to, the power, as may be deemed necessary by the Board of Trustees in its full and complete discretion, to:

(a) Provide for the efficient administration of claims by either employing or contracting for the services of an independent third party claims administrator (the "Fund Claims Administrator" or "Fund Administrator"), or by employing or contracting for the services of claims administration personnel or staff (the "Fund Claims Administration" or "Fund Administration"). The Fund Administrator or Fund Administration, as the case may be, shall have the responsibilities for claims processing and administration; the investigation and adjustment of claims; the management and reporting of claims; compensation, claims, and benefits payments; and, risk data management and reports, including the establishing and monitoring of reserves and serving as attorney-in-fact, among other duties as may be authorized, directed, or delegated from time to time by the Board of Trustees;

(b) Provide or contract for safety and loss control programs and services for the benefit of the Fund and its Members;

- (c) Employ or contract for the services of an independent accountant (the "Fund Accountant") who, at the direction of the Board of Trustees and the Treasurer, shall be responsible for IPRF's day-to-day financial matters, including the collection of Members' current, past due, and delinquent accounts, premiums, contributions, assessments, and penalties; the keeping and maintenance of the Fund's financial records, statements, reports, and books of account; and, the satisfaction and payment of the Fund's bills, debts, and other financial obligations;
- (d) Employ or contract for the services of an independent, fiduciary investment advisor (the "Fund Advisor"), if deemed necessary by the IPRF's Board of Trustees, to provide advice and management concerning the Fund's assets and investments in accordance with the purposes and investment guidelines established by the IPRF, the Intergovernmental Cooperation Act, and all other applicable duties and standards created by law, regulation, or resolution of the Board of Trustees;
- (e) Employ an exclusive Marketing Agent who shall be responsible for the promotion and marketing of the Fund, and its program and services;
- (f) Authorize and direct the Fund Accountant and the Marketing Agent in the collection of delinquent accounts resulting from any unpaid premiums, contributions, assessments, or penalties;
- (g) Cause each Member to execute a Pooling Agreement governing, among other matters and things, the liability of all Members for claims against the Fund;
- (h) Obtain excess reinsurance coverage, along with errors and omissions liability (E&O) and directors and officers (D&O) liability coverages for the Fund's Board of Trustees, officers, and employees with insurance companies acceptable to the Board of Trustees, and in amounts considered reasonably adequate to cover the liabilities of the Fund, its Board of Trustees, officers, and employees, and to keep and maintain such insurance policy coverages in full force and effect at all times along with such other insurance coverages as the Board of Trustees may determine to be reasonably prudent and necessary to protect the Fund and its assets; and, to procure and maintain a fidelity bond covering the IPRF's Board of Trustees, individually and collectively, the Fund Treasurer, the Fund Accountant, and any other person required by law or deemed appropriate by the Board of Trustees, having any responsibility respecting the IPRF's monies and securities, in an amount sufficient to protect the Fund against loss, misappropriation, or misuse of any monies or securities;
- (i) Set standards for the admission of Members to the Fund which shall include such requirements, guidelines, and precautions as the Board of Trustees from time to time shall deem to be reasonable and appropriate to promote the safe, prudent, proper, and responsible operation of the Fund, for the benefit of duly qualified and financially suitable Members that are seriously committed to sound safety practices, risk management, and loss control programs; and
- (j) Employ or contract for the services of such other persons, parties, providers, vendors, or consultants as the Board of Trustees may from time to time deem reasonably necessary or desirable to carry out the purposes of the Fund and to assure the continuous, efficient, and cost-effective operation of its programs.

Section 4.3 A Trustee may resign at any time upon written notice to the Board of Trustees. Any Trustee may be removed from office at any time, but only for cause, by the affirmative vote of a majority of the entire Board of Trustees.

Section 4.4 Whenever any vacancy shall occur on the Board of Trustees by reason of death, incapacity, resignation, removal, or otherwise, a majority of the Trustees then in office, though less than a quorum, may fill such vacancy or vacancies at any meeting, and the person so elected shall be a Trustee until his or her successor is elected by the Board of Trustees at an annual meeting, or at any special meeting of the Board of Trustees duly called for that specific purpose, and shall qualify. The resignation of a Trustee shall be effective upon receipt of the written notice thereof by the Chairman of the Board of Trustees, or at a subsequent time as set forth in the notice of resignation.

Section 4.5 Subject to any specific limitation or restriction imposed by law or by these By-Laws, the Board of Trustees is authorized to direct, by appropriate action, the carrying out of the IPRF's purposes as set forth in these By-Laws, and to exercise all of the powers of the Board of Trustees or directors provided by law and these By-Laws, and any and all persons and parties dealing with the Fund shall have the right to rely upon any action taken pursuant to authority of the Board of Trustees.

ARTICLE V

Officers

Section 5.1 The officers of the Fund shall be a Chairman of the Board of Trustees, a President, a Secretary, a Treasurer, and such other officers as may be elected or appointed by the Board of Trustees. Officers whose authority and duties are not defined in these By-Laws shall have the authority and perform the duties prescribed and directed, from time to time, by the Board of Trustees. Any two or more offices may be held by the same person.

Section 5.2 The officers of the Fund shall be elected annually by the Board of Trustees at the first regular meeting of the Board of Trustees of each fiscal year. Officers must be Members of the Board of Trustees. If the election of officers shall not be held at such meeting, then such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled and new offices created and filled, at any meeting of the Board of Trustees. Each officer shall hold office until his or her successor shall have been duly elected and qualified, or until his or her death, or until he or she shall resign or shall have been removed in the manner hereinafter provided. Election of an officer shall not of itself create contract rights.

Section 5.3 Any officer elected or appointed by the Board of Trustees may be removed by the Board of Trustees whenever, in its judgment, the best interests of the Fund would be served thereby.

Section 5.4 The Chairman of the Board of Trustees shall preside at all meetings of the Members and of the Board of Trustees, shall discharge all duties incident to the office of Chairman of the Board of Trustees, and shall perform all other duties as may be prescribed by the Board of Trustees.

Section 5.5 The President shall assist the Chairman in the discharge of his or her duties as the Chairman may direct, and shall perform such other duties as from time to time may be assigned to him or her by the Chairman or the Board of Trustees. In the absence of the Chairman, or in the event of his or her inability or refusal to act, the President shall perform the

duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman.

Section 5.6 The Secretary shall (a) record the minutes of any and all meetings of the Members and of the Board of Trustees in one or more books provided for that purpose; (b) see that any notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be a custodian of the corporate records; and, (d) perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the Chairman or by the Board of Trustees.

Section 5.7 The Treasurer shall keep, or cause to be kept by the Fund Accountant, a record of all the Members participating in the Fund, and shall keep, or cause to be kept by the Fund Accountant, a ledger account of the premiums, contributions, and assessments, and shall bill or invoice, or cause to be billed or invoiced, the Members when any such amounts are due and payable to the IPRF. The Treasurer shall also be responsible for all monies paid to and collected by the Fund, and shall be responsible for administering the timely collections from each Member of the premiums, contributions, and assessments established by the Board of Trustees. The Treasurer may, with approval of the Board of Trustees, (a) engage outside financial and accounting services to assist him or her in discharging all or part of his or her duties; (b) direct the Fund Accountant to collect Members' current and delinquent accounts, premiums, contributions, assessments, and penalties; and, (c) enter into contracts and fiduciary agreements as necessary to protect the assets of the IPRF and further the Fund's purposes.

Section 5.8 The Treasurer shall prepare and forward or cause to be prepared and forwarded to the Board of Trustees and to the Members upon request, no later than sixty (60) days after the end of each annual fiscal reporting period of the Fund (the "Fund Year"), a financial accounting showing the balance in the Fund's accounts at the end of the Fund Year, current period contributions, and the amount and nature of all investments and payments, including a separate accounting for claims, management, legal and accounting expenses, claims paid, and the Fund balance.

ARTICLE VI

Meetings of the Board of Trustees

Section 6.1 The annual meeting of the Board of Trustees shall be held during the month of March in each calendar year, at the principal office of the Fund or other such place as may be designated by the Board of Trustees, for the purpose of electing Trustees, in the event that there is a vacancy on the Board of Trustees or the term of any class of Trustees has expired, and for the transaction of such other business as may properly be brought before the meeting.

Section 6.2 The Chairman or any two (2) or more Trustees may call a special meeting of the Board of Trustees at any time, to be held at the principal office of the Fund, or at such other place within the State of Illinois as the person or persons calling the meeting shall designate.

Section 6.3 Notice of the time, place, and purpose of all meetings of the Board of Trustees shall be provided to each Trustee by the Chairman of the Board of Trustees, or his designee, not less than five (5) nor more than thirty (30) days before the meeting. Meetings of the Board may be held on less than five (5) days' notice if consented to by any four (4) or more Trustees. Whenever any notice is required by this Section, a waiver thereof in writing, signed by the person or persons entitled to such notice, and sent or delivered by them before the holding of

the meeting by mail, express delivery, facsimile, other electronic means, or personally shall be deemed equivalent to the giving of such notice.

Section 6.4 Four (4) Members of the Board of Trustees shall constitute a quorum for the transaction of business, and the action of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees, except actions by a majority or greater number of the Trustees then in office may be specifically required by other sections of these By-Laws. If there shall be less than a quorum present at any meeting of the Board of Trustees, then a majority of those present may adjourn the meeting from time to time until a quorum is present.

Section 6.5 Trustees may participate in and act at any meeting of the Board of Trustees through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can communicate with each other. Participation in a meeting by such means shall constitute attendance and presence in person at such meeting.

Section 6.6 Unless otherwise restricted by the Articles of Incorporation or these By-Laws, any action required or permitted to be taken at a meeting of the Board of Trustees may be taken without a meeting if all members of the Board consent thereto in writing and the writing is filed with the minutes of proceedings of the IPRF Board of Trustees.

Section 6.7 The Board of Trustees, by the affirmative vote of Trustees then in office and irrespective of any personal interest of any Trustee, shall have the authority to establish reasonable compensation for all Trustees for services to the Fund as directors, officers, or otherwise notwithstanding any Trustee's conflict of interest. By resolution of the Board of Trustees, Trustees may be paid their expenses, if any, of attendance at each meeting of the Board of Trustees or any Committee thereof. No such payment shall preclude any Trustee from serving the Fund in any other capacity and receiving reasonable compensation therefor. The salaries and other compensation of the officers and employees of the IPRF, if any, shall be fixed from time to time by the Board of Trustees, and no officer or employee of the IPRF shall be prevented from receiving such salary or other compensation by reason of the fact that he or she is also a Trustee.

Section 6.8 The Board of Trustees, by resolution adopted by a majority of the Trustees in office, may designate one or more Committees, each of which will consist of two (2) or more Trustees and such other person or persons as the Board of Trustees shall designate, provided that the majority of each Committee's membership shall be Trustees. The Committees, to the extent provided for by the Board of Trustees and not restricted by law, shall have and exercise the authority of the Board of Trustees in the management of the IPRF, but the establishment of Committees and the delegation thereto of authority shall not operate to relieve the Board of Trustees, or any individual Trustee, of any duty or responsibility imposed by law. Committee members shall be designated by the Board of Trustees at the annual meeting of the Board of Trustees. If the designation of Committee members shall not take place at such annual meeting, then the designation shall take place as soon thereafter as conveniently may be. Vacancies on Committees may be filled, and new positions created and filled, at any meeting of the Board of Trustees. Each Committee member shall keep and maintain his or her Committee membership until his or her successor shall have been duly appointed and qualified, or until his or her death, or until he or she shall resign, or shall have been removed by the Board of Trustees.

ARTICLE VII
Membership Meetings

Section 7.1 The annual meeting of the Members of the Fund may be held immediately following and at the same place as the annual meeting of the Board of Trustees, or as may be provided by resolution of the Board of Trustees, for the transaction of such business as may properly be brought before the meeting.

Section 7.2 Special meetings of the Members may be called by the Chairman of the Board of Trustees, by the Board of Trustees, or by not less than fifty percent (50%) of the Members of the Fund.

Section 7.3 Notice stating the place, day, and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is being called, shall be given not less than five (5) nor more than sixty (60) days before the date of the meeting.

Section 7.4 A majority of the current membership shall constitute a quorum at all meetings of the membership of the Fund.

Section 7.5 Each Member shall be entitled to one vote upon each matter submitted by the Board of Trustees to a vote at a meeting of Members; provided, however, that Members shall have no right to vote for the election of or removal of any Trustee of the Board of Trustees.

Section 7.6 Meetings of the membership of the Fund shall be presided over by the duly elected Chairman of the Board of Trustees, or in his or her absence by the President. The Secretary of the Board of Trustees shall act as Secretary of the meeting. All questions shall be decided by the vote of a majority of the Members present and voting at the meeting unless otherwise provided by law or these By-Laws.

ARTICLE VIII
Termination of Membership

Section 8.1 The IPRF by action of its Board of Trustees may cancel or terminate the membership of any Member at any time for reasons that include, but are not limited to, the following:

- (a) When the Member fails to pay the premium, contribution, assessment, or other amounts due and payable to the Fund in full;
- (b) When the Member fails to cooperate with the Fund, or with any of its Trustees, Marketing Agent, officers, employees, contractors, or agents, in regards to audits, payments, financial and claims reporting, safety, loss control, and prevention, or any other subject having to do or connected in any way with the operations and purposes of the IPRF as determined by the Board of Trustees in its sole discretion;
- (c) When the Member fails to carry out the recommendations of any safety, loss control, or prevention survey, inspection, or examination, or fails to adhere to generally accepted accounting or financial practices, or fails to follow the IPRF's safety, loss control, risk prevention, or claims reduction standards, policies, or programs as determined by the Board of Trustees in its sole discretion;

(d) When the Member fails to meet the membership eligibility requirements set forth in Article III above, as determined at any time by the Board of Trustees in its sole discretion; or

(e) When the Member engages in conduct detrimental to the integrity, stability, or strength of the IPRF or any of its programs as determined by the Board of Trustees in its sole discretion.

Section 8.2 After the initial 1-year term of required IPRF membership, a Member may resign from membership in the Fund at any time, subject to the requirements and upon the terms set forth in Section 8.3 below.

Section 8.3 The date on which a Member ceases to be a Member of the Fund shall be determined according to this Section 8.3, as follows:

(a) In the event the Fund terminates a Member for any of the reasons set forth in paragraphs (a) through (e) of Section 8.1, then such Member shall cease to be a Member of the Fund on the thirtieth (30th) day after the Fund gives the Member notice (delivered electronically or by certified or registered mail) of such termination, unless within such thirty (30)-day period, the reasons for the Member's termination are corrected or cured, as the case may be, to the full and complete satisfaction of the IPRF as determined by the Board of Trustees in its sole discretion.

(b) In the event a Member elects to resign from the Fund, then it shall give written notice to the IPRF's Board of Trustees of its intent to resign, and such resignation shall take effect no sooner than ninety (90) days from the date such notice is given. **REGARDLESS OF THE EFFECTIVE DATE OF ANY MEMBER'S VOLUNTARY OR INVOLUNTARY TERMINATION OF MEMBERSHIP IN THE FUND, PAID PREMIUMS WILL NOT BE REFUNDED OR PRO-RATED.** The ninety (90) day written notice required by this section shall be given, at least, 90 days prior to the expiration of the Member's then-current term. It is paramount for the Fund to receive the written notice required by this section ninety (90) days in advance of the end of the withdrawing Member's term because the Fund must know which of its Members are covered on an annual basis. The Fund cannot carve out shortened timeframes for members who terminate on any lesser amount of time as such shortened termination timeframes may lead to ambiguities in coverage.

(c) A Member's written notice tentatively terminating such Member's membership must be rescinded, if at all, by subsequent written notice received by the IPRF no later than the final day of the then-current policy term. If the tentative termination is not rescinded, the Member's membership in the IPRF will be terminated as of 11:59 PM on the final day of the Member's then-current term. If the Member does timely rescind its tentative termination as provided in this paragraph, such Member's membership shall be renewed in the ordinary course, with no interruption in coverage.

Section 8.4 No liability shall accrue to the IPRF, its Members, or any of them on account of any claim arising out of any accident, injury, exposure, disability, or disablement occurring or manifesting itself after the date on which the responsible employing Member ceases to be a Member of the Fund by operation of Section 8.3 above.

Section 8.5 Any Member whose IPRF membership is terminated by reason of any act or omission set forth in Section 8.1 of this Article shall only have such right or interest to any excess final premiums or contributions, whether or not previously declared to be payable by the Fund, determined after the date on which the Member ceases to be a member of the Fund using the Member's actual, audited payroll remuneration and the applicable classifications and rates; and, such right to a refund of unearned premiums or contributions shall be determined by the Board of Trustees in its sole discretion.

Section 8.6 A former Member of the Fund may seek reinstatement of its membership in the IPRF, but only by filing a new application for membership with the Fund, meeting all the requirements of a new applicant as set forth in these By-Laws, and by paying in full and in advance any and all such former Member's past due accounts for unpaid and delinquent premiums, contributions, debts, assessments, and penalties, including all reasonable attorney's fees and other costs and expenses incurred by the Fund in pursuing the collection process through litigation, arbitration, or otherwise, if any.

Section 8.7 The IPRF may elect, in the sole discretion of its Board of Trustees, not to renew the membership of any Member at the end of the applicable Fund year or coverage period upon written notice of cancellation or non-renewal sent to the Member.

ARTICLE IX

Premiums and Finances

Section 9.1 All premiums, contributions, assessments, charges, or other amounts payable, as determined by the Board of Trustees in its sole discretion, shall be paid promptly by each Member to the Fund or the Fund Accountant when due. The Board of Trustees shall have custody and control over the assets of the Fund.

Section 9.2 All premium or contribution rates, discounts and credits, and the amounts thereof if any, shall be determined by the Board of Trustees in its sole discretion. At the end of every Fund Year or coverage period, each Member's financial, payroll, and tax records shall be examined by the Fund to determine the actual or final premium or contribution amount due for the Fund Year or coverage period then concluded.

Section 9.3 The Trustees shall open and maintain such accounts as they deem necessary for the operation of the Fund in accordance with established financial, accounting, and investment guidelines and principals.

Section 9.4 Advance premium discounts may be offered to Members on an individual basis and in amounts to be determined in the sole discretion of the Board of Trustees.

Section 9.5 Any surplus monies for a Fund Year in excess of the amounts necessary to fulfill all obligations of the Fund under the laws of Illinois and to satisfy all Fund expenses for that fiscal or coverage year may be refunded to IPRF Members on a pro rata basis at such times and under such terms, conditions, and provisions as agreed to and determined by the Board of Trustees in its sole discretion. Eligibility to receive the discretionary pro rata refund or "dividend" described in this Section shall be limited to only those Members who were both (a) members of the Fund for the full duration of the fiscal year or Fund Year for which a surplus exists for distribution as determined by the Board of Trustees in its sole discretion, and (b) whose membership is deemed to be in good standing by the Board of Trustees without withdrawal, resignation, notice of resignation, or cause for termination under Article VIII of these By-Laws or

the Pooling Agreement on both the date a refund or dividend is declared and the record date of payment.

Section 9.6 Each Member of the Fund shall pay the full amount of its premium, contribution, assessment, or other cost of membership within thirty (30) days of the date of the IPRF's invoice or statement. The IPRF and its Board of Trustees are without authority to extend credit to any Member of the Fund. The IPRF by action of its Board of Trustees in its full and complete discretion, however, may adopt regular payment plans or schedules for the payment of a Member's annual premium or contribution. The failure to pay premiums, contributions, assessments, or other costs shall subject the Member to dismissal or termination from the Fund as provided in Article VIII of these By-Laws.

ARTICLE X

Fund Claims Administration

Section 10.1 The Board of Trustees shall provide for the administration, handling, and adjustment of claims by either contracting for such claims management services from an independent third-party claims administrator or by employing claims administration personnel directly or indirectly. In either case, the party or persons performing claims administration services shall be known as the Fund Administrator having such duties and responsibilities as the Board of Trustees may from time to time direct or delegate.

Section 10.2 The Fund Administrator, Fund Accountant, Fund Advisor, Marketing Agent, and any other IPRF employee, contractor, vendor, consultant, agent, or representative, upon invitation of the Chairman of the Board of Trustees, shall attend meetings of the Board of Trustees, the Committees of the Board, and the Fund membership , both regular and special.

Section 10.3 The Fund Administrator or Fund Administration may, with approval of the Board of Trustees, provide for outside legal, financial, and other services, and may enter into fiduciary relationships and other contractual arrangements as determined by the Board of Trustees in its sole judgment and discretion to be reasonable and necessary to protect the assets of the Fund and to further the IPRF's purposes.

ARTICLE XI

Miscellaneous

Section 11.1 Each Member shall cooperate with the IPRF, and its Board of Trustees, officers, employees, contractors, vendors, consultants, agents, and representatives to the fullest extent possible. Members shall keep and maintain accurate records accessible to the IPRF, including financial, payroll, and tax records, safety records, and accident reports; and, Members shall be willing and able to take any and all necessary action to put into effect the recommendations of any safety or loss control inspection or survey.

Section 11.2 The Fund shall defend in the name of and on behalf of a Member any claims, suits, or other proceedings which may at any time be brought or instituted against that Member on account of bodily injury or death by accident or disease under the Illinois Workers' Compensation Laws or on account of legal liability of the Member for damages because of bodily injury or death to any employee by accident or disease arising out of and in the course of employment for the Member, including claims, suits, or other proceedings alleging such injuries and demanding damages or compensation therefore, even though such suits, other proceedings, allegations, or demands are wholly groundless, false, or fraudulent, and to pay all costs taxed

against the Member in any legal proceeding defended by the Fund, all interest accruing after entry of judgment, and all expenses incurred for investigation, negotiation, or defense.

ARTICLE XII
Fiscal Year

The fiscal year of the Illinois Public Risk Fund shall be consistent with the calendar year beginning on the first day of January and ending on the last day of December (the "Fund Year").

ARTICLE XIII
Notices

Any notice required by these By-Laws, by statute, or by any rule or regulation of any governmental agency shall be sufficient if delivered personally, transmitted or received by electronic means, or given by depositing the same in a United States post office box or receptacle in a sealed, envelope, addressed to the person to be notified at his or her last address as the same appears in the records of the IPRF, and with first-class postage prepaid; and any reference in these By-Laws to any written notice or correspondence shall for all purposes hereunder be deemed to include electronic transmission. Any notice delivered personally shall be deemed to have been given on the date of delivery. Any notice transmitted electronically shall be deemed to have been given one (1) day after transmission, and any mailed notice shall be deemed to have been given on the date of mailing, provided that should notice pursuant to Article VIII of these By-Laws be given by mail, mailing shall be sent by certified or registered mail.

ARTICLE XIV
Amendment of By-Laws

Section 14.1 These By-Laws may be amended, altered, changed, added to, or repealed, and new By-Laws may be adopted, by an affirmative vote of at least two-thirds (2/3) of the Board of Trustees.

Section 14.2 From time to time as determined by the Board of Trustees, or upon request, each Member shall be furnished with a copy of these By-Laws and a copy of any change thereof that is made as provided in Section 14.1 of this Article.

ARTICLE XV
Indemnification of Officers, Trustees, Employees, and Agents: Insurance

Section 15.1 The Fund may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Fund) by reason of the fact that he or she is or was a Trustee, officer, employee, or agent of the Fund, or who is or was serving at the request of the Fund as a Trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees) costs, awards, judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Fund, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not

act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Fund, and, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

Section 15.2 The Fund may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Fund to procure a judgment in its favor by reason of the fact that such person is or was a Trustee, officer, employee, or agent of the Fund, or is or was serving at the request of the Fund as a Trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees) and costs actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Fund, provided that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Fund, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Section 15.3 To the extent that a Trustee, officer, employee, or agent of the Fund has been successful, on the merits or otherwise, in the defense of any action, suit, or proceeding referred to in Sections 15.1 and 15.2 hereof, or in defense of any claim, issue, or matter therein, then such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 15.4 Any indemnification under Sections 15.1 and 15.2 hereof (unless ordered by a court) shall be made by the Fund only as authorized in the specific case, upon a determination that indemnification of the Trustee, officer, employee, or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 15.1 and 15.2 hereof. Such determination shall be made (1) by the Board of Trustees by a majority vote of a quorum consisting of Trustees who were not parties to such action, suit or proceeding, or (2) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Trustees so directs, by independent legal counsel in a written opinion, or (3) by the Members entitled to vote, if any.

Section 15.5 Expenses incurred in defending or responding to a civil or criminal action, suit, proceeding, inquiry, or investigation may be paid by the Fund in advance of the final disposition of such action, suit, proceeding, inquiry, or investigation as authorized by the Board of Trustees in the specific case, upon receipt of an undertaking by or on behalf of the Trustee, officer, employee, or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Fund as authorized in this Article.

Section 15.6 The indemnification provided by this Article shall be in accordance with and to the full extent permitted by the Illinois General Not For Profit Corporation Act of 1986, as in effect on the date of the adoption of these By-Laws, or as amended from time to time, and such indemnification shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of Members or disinterested Trustees, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a

Trustee, officer, employee, or agent, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 15.7 The Fund may purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, employee, or agent of the Fund, or who is or was serving at the request of the Fund as a Trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Fund would have the power to indemnify such person against such liability under the provisions of this Article.

Section 15.8 If the Fund has paid indemnity or has advanced expenses under this Article to a Trustee, officer, employee, or agent, then the Fund shall report the indemnification or advance in writing to the Members entitled to vote with or before the notice of the next meeting of the Members entitled to vote.

Section 15.9 For purposes of this Article, references to "the Fund" shall include, in addition to the surviving corporation, any merging corporation (including any corporation having merged with a merging corporation) absorbed in a merger which, if its separate existence had continued, would have had the power and authority to indemnify its Trustees, officers, and employees or agents, so that any person who was a Trustee, officer, employee or agent of such merging corporation, or was serving at the request of such merging corporation as a Trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article with respect to the surviving corporation as such person would have with respect to such merging corporation if its separate existence had continued.

Section 15.10 For purposes of this Article, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and reference to "serving at the request of the Fund" shall include any service as a Trustee, officer, employee or agent of the Fund which imposes duties on, or involves services by such Trustee, officer, employee, or agent with respect to any employee benefit plan, its participants, or beneficiaries. A person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Fund" as referred to in this Article.

These By-Laws, as amended and restated, were approved by the Board of Trustees of the Illinois Public Risk Fund on _____, 2018, and shall take effect as of that date.

Thomas P. English

Thomas P. English,
Chairman of and for the Illinois Public Risk
Fund.

Dated: _____, 2018