



Village of Bourbonnais

REGULAR VILLAGE BOARD MEETING ~ AGENDA ~

December 21, 2015

5:30 p.m.

CALL TO ORDER: President Paul Schore

PLEDGE OF ALLEGIANCE

1. ROLL CALL: Clerk Simeur

2. APPROVAL OF MINUTES: December 7, 2015

a. Public Hearing Minutes

b. Regular Board Minutes

3. REPORTS FROM COMMISSIONS AND ADVISORY BOARDS

4. BIDS AND QUOTES

5. CORRESPONDENCE

6. FINANCE COMMITTEE

Trustee Vera Amiano, Chair

a. Consideration to Approve Accounts Payable December 21, 2015

b. Resolution No. 15-1237 (A Resolution Accepting and Approving a Compliance Report for the Bourbonnais Tax Increment Financing Districts, Village of Bourbonnais, Kankakee County, Illinois, for Fiscal Year Ending April 30th, 2015)

c. Resolution No. 15-1238 (A Resolution Accepting and Approving an Audit Report for the Village of Bourbonnais, Kankakee County, Illinois, for Fiscal Year Ending April 30, 2015)

7. POLICE COMMITTEE

Trustee Bruce Greenlee, Chair

8. COMMUNITY & ECONOMIC DEVELOPMENT

Trustee Vera Amiano, Chair

9. PUBLIC WORKS COMMITTEE

Trustee Bruce Greenlee, Chair

**This notice posted
this 18th day of
December 2015 in
accordance with the
Open Meetings Act.**

10. **PARKS & RECREATION COMMITTEE**
Trustee Jeff Keast, Chair
11. **FRANCHISE, LICENSE & ADMINISTRATION**
Trustee Rick Fischer, Chair
 - a. Ordinance No. 15-2012 (An Ordinance Amending Chapter 2, Article VIII, Section 2-128 of the Municipal Code of the Village of Bourbonnais, Illinois regarding Village Administration). First Reading.
 - b. Resolution No. 15-1239 (A Resolution Appointing Laurie Wimberly as Assistant Village Administrator)
 - c. Resolution No. 15-1240 (A Resolution Approving an Intergovernmental Agreement between IMIC and the Village of Bourbonnais regarding Insurance)
12. **ANNEXATION, BUILDING & ZONING COMMITTEE**
Trustee Rick Fischer, Chair
13. **COMMUNITY AFFAIRS & SERVICES COMMITTEE**
Trustee Vera Amiano, Chair
14. **UTILITY COMMITTEE**
Trustee Jack Littrell, Jr., Chair
15. **BUILDINGS & GROUNDS COMMITTEE**
Trustee Randy King, Chair
16. **COMMITTEE MEETINGS SET** – See Calendars
17. **VILLAGE ADMINISTRATOR’S REPORT**
Michael Van Mill, Village Administrator
18. **VILLAGE ATTORNEY’S REPORT**
Patrick Dunn, Attorney
19. **VILLAGE PRESIDENT’S REPORT**
Paul Schore, Village President
20. **OLD BUSINESS**
21. **NEW BUSINESS**

22. PUBLIC COMMENTS

23. ADJOURNMENT

VILLAGE OF BOURBONNAIS, ILLINOIS

RESOLUTION NO. 15-1237

**A RESOLUTION ACCEPTING AND APPROVING A COMPLIANCE REPORT
FOR THE BOURBONNAIS TAX INCREMENT FINANCING DISTRICTS,
VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS, FOR
FISCAL YEAR ENDING APRIL 30TH, 2015**

**ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BOURBONNAIS
THIS ____ DAY OF _____, 2015**

Published in pamphlet form by authority of the Board of Trustees of the Village of
Bourbonnais, Kankakee County, Illinois this ____ day of _____, 2013.

RESOLUTION NO. 15-1237

**A RESOLUTION ACCEPTING AND APPROVING A COMPLIANCE REPORT
FOR THE BOURBONNAIS TAX INCREMENT FINANCING DISTRICTS,
VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS, FOR
FISCAL YEAR ENDING APRIL 30TH, 2015**

WHEREAS, Section 50 ILCS 310/2 provides that the governing body of each governmental unit shall cause a report of compliance of the accounts to be made by a licensed public accountant; and

WHEREAS, the Village of Bourbonnais has retained the firm of Borschnack Pelletier & Co to prepare an Compliance Report of Village funds for fiscal year ending April 30th, 2015; and

WHEREAS Borschnack Pelletier & Co has presented to the Village their Compliance Report for the Tax Increment Financing Districts for fiscal year ending April 30th, 2015; and

WHEREAS, the Compliance Report has been reviewed by the Finance Committee of the Village of Bourbonnais.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois that the Compliance Report for the Bourbonnais Tax Increment Financing Districts for fiscal year ending April 30th, 2015 a copy of which is attached hereto and incorporated by reference, as prepared by the firm of Borschnack Pelletier & Co, is hereby accepted and approved by the Village of Bourbonnais.

BE IT FURTHER RESOLVED that a copy of the audit report shall be permanently kept on file with the Village of Bourbonnais and that a copy of the compliance report shall be distributed to various State agencies as required by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this _____ day of _____, 2015 by the following vote:

Trustee Amiano	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Greenlee	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Fischer	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee King	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Keast	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Littrell	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
TOTAL:	Aye	_____	Nay	_____	Absent	_____	Abstain	_____

PAUL SCHORE
Village President

ATTEST:

BRIAN SIMEUR
Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) SS.

CERTIFICATION OF RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk for the Village of Bourbonnais, Kankakee County, Illinois (the “Municipality”), and that as such official I am the keeper of the records and files of the Municipality and its President and Board of Trustees (the “Corporate Authorities”).

I do further certify that the foregoing is a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the _____ day of _____ 2015, insofar as the same relates to the adoption of an ordinance numbered and entitled:

RESOLUTION NO. 15-1237

A RESOLUTION ACCEPTING AND APPROVING A COMPLIANCE REPORT FOR THE BOURBONNAIS TAX INCREMENT FINANCING DISTRICTS, VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS, FOR FISCAL YEAR ENDING APRIL 30TH, 2015

a true, correct and complete copy of said resolution as adopted at such meeting appears in the proceedings of such meeting.

I do hereby further certify that the deliberations of the Corporate Authorities on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly and was preceded by a public recital of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place, convenient to the public, that notice of such meeting was duly given to all news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, and that the Corporate Authorities have complied with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature, and the Municipality’s seal, this _____ day of _____, 2015.

(SEAL)

Village Clerk

VILLAGE OF BOURBONNAIS, ILLINOIS

RESOLUTION NO. 15-1238

**A RESOLUTION ACCEPTING AND APPROVING AN AUDIT REPORT FOR
THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS, FOR
FISCAL YEAR ENDING APRIL 30, 2015**

**ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BOURBONNAIS
THIS ____ DAY OF _____, 2015**

Published in pamphlet form by authority of the Board of Trustees of the Village of
Bourbonnais, Kankakee County, Illinois this ____ day of _____, 2015.

RESOLUTION NO. 15-1238

A RESOLUTION ACCEPTING AND APPROVING AN AUDIT REPORT FOR THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS, FOR FISCAL YEAR ENDING APRIL 30, 2015

WHEREAS, Section 50 ILCS 310/2 provides that the governing body of each governmental unit shall cause an audit of the accounts to be made by a licensed public accountant; and

WHEREAS, the Village of Bourbonnais has retained the firm of Borschnack Pelletier & Co. to prepare an Audit Report of Village funds for fiscal year ending April 30, 2015; and

WHEREAS, Borschnack Pelletier & Co. has presented to the Village their Audit Report for fiscal year ending April 30, 2015; and

WHEREAS, the Audit Report has been reviewed by the Finance Committee of the Village of Bourbonnais.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois that the Audit Report for the Village of Bourbonnais for fiscal year ending April 30, 2015, a copy of which attached hereto and incorporated by reference, as prepared by the firm of Borschnack Pelletier, is hereby accepted and approved by the Village of Bourbonnais.

BE IT FURTHER RESOLVED that a copy of the audit report shall be permanently kept on file with the Village of Bourbonnais and that a copy of the audit report shall be distributed to various State agencies as required by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this _____ day of _____, 2015 by the following vote:

Trustee Amiano	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Greenlee	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Fischer	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee King	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Keast	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Littrell	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
TOTAL:	Aye	_____	Nay	_____	Absent	_____	Abstain	_____

PAUL SCHORE
Village President

ATTEST:

BRIAN SIMEUR
Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) SS.

CERTIFICATION OF RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk for the Village of Bourbonnais, Kankakee County, Illinois (the "Municipality"), and that as such official I am the keeper of the records and files of the Municipality and its President and Board of Trustees (the "Corporate Authorities").

I do further certify that the foregoing is a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the _____ day of _____ 2015, insofar as the same relates to the adoption of an ordinance numbered and entitled:

RESOLUTION NO. 15-1238

A RESOLUTION ACCEPTING AND APPROVING AN AUDIT REPORT FOR THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS, FOR FISCAL YEAR ENDING APRIL 30, 2015

a true, correct and complete copy of said resolution as adopted at such meeting appears in the proceedings of such meeting.

I do hereby further certify that the deliberations of the Corporate Authorities on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly and was preceded by a public recital of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place, convenient to the public, that notice of such meeting was duly given to all news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, and that the Corporate Authorities have complied with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature, and the Municipality's seal, this _____ day of _____, 2015.

(SEAL)

Village Clerk

VILLAGE OF BOURBONNAIS

ORDINANCE NO. 15-2012

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE VIII, SECTION 2-128 OF THE
MUNICIPAL CODE OF THE VILLAGE OF BOURBONNAIS, ILLINOIS REGARDING
VILLAGE ADMINISTRATION**

**ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BOURBONNAIS
THIS ____ DAY OF _____, 2015.**

Published in pamphlet form by authority of the Board of Trustees of the Village of Bourbonnais,
Kankakee County, Illinois this ____ day of _____, 2015.

ORDINANCE NO. 15-2012

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE VIII, SECTION 2-128 OF THE MUNICIPAL CODE OF THE VILLAGE OF BOURBONNAIS, ILLINOIS REGARDING VILLAGE ADMINISTRATION

WHEREAS, The President and Board of Trustees (the “Corporate Authorities”) of the Village of Bourbonnais, Kankakee County, Illinois, an Illinois Municipal Corporation, (the “Village”), desire to promote orderly and efficient open meetings; and

WHEREAS, The Illinois Municipal Code, 65 ILCS 5/1-1-1 et al, in general allows the Village President appoint officials for village purposes, and more specifically in 65 ILCS 5/3.1-30-5 authorizes the Village President to make appointments of officials carry into effect the powers conferred upon municipalities; and

WHEREAS, The Corporate Authorities determine that Chapter 2, Article VII, Section 2-128 should be amended by deleting the following language that has a strikethrough and inserting the following underlined language:

Sec. 2-128. - Offices within the administration department.

(a) Village administrator.

- (1) Office created. There is hereby created the office of village administrator, an appointed position in the municipal service.
- (2) Qualifications for office. The individual selected for the office of village administrator shall meet or exceed such standards as may be prescribed by the president and board of trustees. Position announcements and other information utilized in the selection process shall clearly detail prescribed qualifications.
- (3) Term of office. The village administrator shall be appointed for a term concurrent with the fiscal year by the village president with the advice and consent of the village board of trustees.
- (4) Selection. The village administrator shall be chosen from a list of candidates. Such list shall be prepared at the direction of the village president by a committee comprised of the village president, one village trustee selected by the village president and any third parties selected by the village president.

No elected official shall receive said appointment during a term for which he has been elected. The village administrator shall be appointed after the selection process by the village president with the advice and consent of the village board and serve at the will and discretion of the village president.

- (5) Compensation. The village administrator shall receive compensation and employment benefits in such amount and manner as shall be fixed from time to time by resolution of the board.

- (6) Residency. At the time of his appointment he need not be a resident of the village or state, but within 90 days after assuming his duties and during his tenure of office he shall establish and maintain his primary place of residency within the Village of Bourbonnais.

At the discretion of the village president an extension of the time herein provided may be granted. Such extension shall not exceed 60 days and shall only be granted where extenuating circumstances can be clearly demonstrated.

- (7) Absence from the village. In the event that the village administrator shall be absent from the village or incapacitated from performing the duties of his positions, he may appoint a member of the staff to act as administrator during his absence or incapacity, such appointment not to exceed three consecutive days. In the event that the administrator's absence or incapacity exceeds three days, the village president may appoint an acting village administrator to serve during his absence or incapacity.
- (8) Removal from office. The village administrator is an at-will employee of the village and the village president shall have full authority to terminate the village administrator with or without cause.
- (9) Resignation. The village administrator may resign from his office. If the administrator does resign, he shall continue in office until his successor has been chosen and has qualified. If there is a failure to appoint a new administrator or the person appointed fails to qualify, the person filling the office shall continue in office until his successor has been chosen and qualified. If such administrator ceases to perform his duties by reason of death, permanent physical or mental disabilities, conviction of a felony or dismissal from or abandonment of office, the village president may appoint a temporary successor.
- (10) Powers and duties generally. The village administrator shall be charged with ensuring the efficient and effective conduct of all municipal affairs and the proper administration of the government. In addition, he shall be required to execute the following responsibilities:
- a. Administrative responsibilities.
 1. To serve as the chief administrative officer of the municipality.
 2. To exercise, under the authority and supervision of the president and board of trustees, administrative supervision of village departments, programs and services;
 3. To assist the village president in carrying forward his executive responsibilities;
 4. To receive and investigate all complaints and/or inquires in relation to matters concerning the administration of the government of the village and the services maintained and provided by the village;
 5. To establish, implement and enforce operating procedures for the village government subject to the approval of the village president;

6. To perform administrative analysis studies to upgrade and strengthen municipal services and programs;
 7. To recommend to the president and the board of trustees the adoption of such measures as he may deem necessary or expedient for the health, safety or welfare of the village, or for the improvement of the services rendered by the village when such measures require action by the village president and board of trustees;
 8. To attend all village board meetings unless excused therefrom and to report to the president and board of trustees regarding the administrative affairs of the government, and to respond to any and all inquiries from the president and board of trustees regarding municipal operations;
 9. To furnish the president and/or board of trustees or member of the board with such background support information as may be requested on any subject to enable them to make a decision;
 10. To meet regularly with the president to keep him currently informed about activities of the administrator's office.
- b. Fiscal responsibilities.
1. To prepare an annual municipal budget as directed by the village president;
 2. To administer the municipal budget and to recommend to the president and board of trustees such budget control procedures as may be necessary and appropriate;
 3. To, in cooperation with the village treasurer and finance committee, monitor all village funds and accounts, and report to the president and board of trustees on the financial condition of the municipality;
 4. To function as the chief municipal purchasing agent exercising approval over departmental purchasing requisitions of all materials, supplies, equipment and equipment repair for which funds are provided in the budget; to certify vendors and ensure compliance with statutory provisions regarding purchasing; to enforce appropriate control systems as may be established and approved by the village president and board of trustees;
 5. To recommend to the president and board of trustees such fiscal planning and management programs as may be necessary.
- c. Personnel responsibilities.
1. To establish and maintain a centralized personnel records system for the entire village service;
 2. At the direction of the president and board of trustees to implement, coordinate and evaluate all municipal personnel functions;
 3. To strive for and enforce high standards of performance by village employees by establishing and implementing an employee training and development program; and to act as the approving authority for all requests presented by

department heads relating to attendance at conferences, seminars, training schools, etc., on behalf of their employees;

4. To assure that all village employees have proper working conditions and to work closely with department heads to promptly resolve any personnel problems or grievances;
 5. To establish for recommendation to the president and board of trustees an employee evaluation system and to administer said system as a continuous ongoing program to identify training needs and ascertain existing competency levels.
- d. Planning responsibilities.
1. To initiate programs to upgrade the village comprehensive plan;
 2. To establish short and long range planning capacities for land use, budget, capital facilities and government operations;
 3. To perform such planning and management studies as directed by the president and board of trustees;
 4. To report to the village president and board of trustees regarding planning projects and activities.
- e. Economic-commercial development responsibilities.
1. To work in close cooperation with area business and economic development organizations;
 2. To assist the president and board of trustees in the development of a comprehensive economic development plan;
 3. To work closely with firms, individuals and organizations interested in locating within the village;
 4. To assist in the conduct of the village annexation programs and to recommend a standard annexation program to the president and board of trustees;
 5. To assist in efforts to retain local businesses and work to encourage expansion of local commercial and industrial establishments;
 6. To carry forward such other economic development programs as may be directed by the village president.
- f. Liaison requirements.
1. To represent the village on such boards and commissions as directed by the village president;
 2. To assist in village media relations and to establish a program for the dissemination of public information regarding village services and programs;
 3. To establish and maintain liaison relationships with other levels and units of government.
- g. General duties.

1. To identify current state and federal funding sources and to ascertain the municipality's eligibility for same;
2. To submit, with the concurrence of the village president, grant applications for state and/or federal funding programs;
3. To serve as a liaison between the president, board of trustees and members of the municipal services, and to receive and act upon all matters required action by village departments, offices and employees;
4. To establish and enforce, with the concurrence of the president and board of trustees, a chain of command for the village service, and to receive from village departments all matters requiring action or consideration by the president and board of trustees.

(11) Professional conduct.

1. The person occupying the office of village administrator shall conduct the affairs of his office in conformance with the standards of professional public service as contained in the code of ethics of the International City Management Associations, to-wit:

The administrator shall:

- a. Recognize that his role is subordinate to that of the elected members of the governing body;
- b. Refrain from the use of his positions for personal aggrandizement or financial benefit;
- c. Refrain from participation in the election or reelection of members of the local governing body and avoid any partisan political activity that would impede his ability to serve;
- d. Provide the governing body with sufficient information to enable effective policy development;
- e. Recognize that the elected members of the governing body should receive due credit for their decisions and avoid publicly criticizing a decision of the local governing body after that decision has been finalized;
- f. Devote significant effort to superintending the affairs of the municipality and avoid activities that would in any way prejudice or impede his ability to faithfully discharge the duties of his office;
- g. Seek no favors or special benefits because of his position;
- h. Conduct his office and its affairs in conformance of the highest standards of personal integrity;
- i. Serve as an example for other employees with regard to commitment to the community and to the profession of public service.
- j. Actively work to expand and enhance his professional expertise and carry forward the standards of the city management profession.

2. Complaints alleging violation of this section may be initiated and filed by any member of the local governing body.
3. Complaints filed under the provisions of this section shall be resolved in accordance with the following procedure:
 - a. The complaint shall be discussed with the administrator in an executive session of the president and board of trustees not more than 30 days after the date the complaint was initiated.
 - b. If the complaint cannot be satisfactorily resolved in executive session, the village president shall convene a hearing within seven days of the date of the executive session to hear evidence and render a decision.

~~Notwithstanding the above provisions, the administrator may request a formal inquiry into the alleged violation in accordance with guidelines established by the I.C.M.A. ethics committee.~~

- ~~c. Penalties imposed under this section shall conform to disciplinary actions authorized under Village of Bourbonnais Personnel Policies and Procedures, as amended.~~
- ~~d. In the event of termination of the administrator, the village shall adhere to the provisions of applicable statutes and local law.~~

(12) Limitations. Nothing herein shall be construed as to limit the power or authority of the president and board of trustees to develop and execute policy or to exercise final authority over the affairs of the government.

(b) Assistant Village Administrator

- (1) Office created. There is hereby created the office of assistant village administrator, an appointed position in the municipal service.
- (2) Qualifications for office. The individual selected for the office of assistant village administrator shall meet or exceed such standards as may be prescribed by the president and board of trustees. Position announcements and other information utilized in the selection process shall clearly detail prescribed qualifications.
- (3) Term of office. The assistant village administrator shall be appointed for a term concurrent with the fiscal year by the village president with the advice and consent of the village board of trustees.
- (4) Selection. An assistant village administrator shall be appointed after a selection process adopted by the village president. The appointment shall be made with the advice and consent of the village board. The assistant village administrator shall serve at the will and discretion of the village president.
- (5) Compensation. The assistant village administrator shall receive compensation and employment benefits in such amount and manner as shall be fixed from time to time by resolution of the board as duly adopted.
- (6) Residency. At the time of appointment the assistant village administrator need not be a resident of the village or state of Illinois, but within 90 days after assuming the duties

and during the tenure of office the assistant village administrator shall establish and maintain his or her primary place of residency within the Village of Bourbonnais.

At the discretion of the village president an extension of the time herein provided may be granted. Such extension shall not exceed 60 days and shall only be granted where extenuating circumstances have been submitted in writing by the assistant village administrator and can be clearly demonstrated by said writing.

- (7) Removal from office. The assistant village administrator is an at-will employee of the village and the village president shall have full authority to terminate the assistant village administrator with or without cause.
- (8) Delegation of Administrator's Duties When Absent. An assistant village administrator shall be empowered, in the temporary absence of the village administrator from the village, to perform the duties of the village administrator, provided that the village administrator shall maintain on file with the village clerk a written delegation of said duties in the event of temporary absence, naming the person to act in such event. The written delegation when made or amended shall be sent to the village president in the most expeditious manner practical.
- (9) General Duties. The assistant village administrator shall report directly to the village administrator. The village administrator may empower an assistant village administrator to perform specific duties required to be performed by the village administrator by any ordinance, law or policy on a continuing basis.
- (10) Professional conduct. The assistant village administrator shall have the same professional conduct requirements as those listed herein for the village administrator.

(b c) Administrative assistant.

- (1) Established. The position of administrative assistant is hereby established. The administrative assistant shall be an employee of the Village of Bourbonnais and shall be entitled to and subject to all of the provisions of personnel rules and regulations as adopted from time to time by the president and board of trustees of the Village of Bourbonnais. The administrative assistant shall report directly to the village administrator.
- (2) Duties. The standards and specifications for his position are as follows:
 1. Distinguishing features of work. Under general direction, performs highly responsible and confidential secretarial functions for the village administrator; receives difficult and/or complex secretarial assignments which involve the taking and transcribing of direct oral dictation and require independence of action within the confines of standard operating procedures, a broad knowledge of village policies, procedures and operations, and the ability to represent the office of the village administrator and the Village of Bourbonnais positively in their accomplishment; types at a standard typewriter and computer terminal.
 2. Illustrative examples of work.

- a. Types, at a standard typewriter or computer terminal, all official and/or confidential material originating from the office of the village administrator to include important records, reports, correspondence, memoranda, ordinances, resolutions, minutes of meetings, and related materials; types from rough draft, outline, verbal instruction, and mechanical dictating equipment; utilizes discretion in the selection or design of appropriate format; checks for correctness of content and form all typed material requiring the signature of the village administrator, mayor, and/or village trustees.
- b. Receives, opens, reads for subject matter, and screens for importance and priority incoming correspondence; retains correspondence which may be personally handled to conserve the time of the village administrator and that which pertains to the position's assigned areas of responsibility; prepares outgoing correspondence for mailing to include the initiation and/or composition of correspondence as delegated or assigned.
- c. Receives and announces dignitaries, officials, citizens and others to the office of the village administrator; receives and screens incoming calls; places calls, schedules appointments, and makes travel arrangements; handles requests for information/assistance as possible and uses discretion and knowledge of village operations in the appropriate routing of some calls to other sources for disposition; maintains and develops positive public relations through telephone and personal contacts.
- d. Establishes and maintains the general, personal and confidential files of the office of the village administrator; searches files for information at the supervisor's request.
- e. Liaisons with vendors and requisitions office supplies as authorized; maintains log of expenditures, using some judgment in the proper allocation of expenditure to fund; maintains running totals and monitors expenditures, notifying the village administrator of budgetary line items nearing depletion.
- f. Gathers, assembles, and compiles information from varied sources and performs diversified recording functions which are particular to the administrative operations of the village administrator's office, which require knowledge of that office's functions, and which necessitate considerable independence of action within established parameters of authority.
- g. Represents the village administrator at pre-bid conferences with office supply vendors, informal staffings with village clerical staff, and at similar meetings as delegated.
- h. Performs other duties as required or assigned which are reasonably within the scope of the duties enumerated above.

(e d) Benefits coordinator/payroll clerk. There is hereby created the position of benefits coordinator/payroll clerk, who shall report to the village administrator.

WHEREAS, the Corporate Authorities of the Village find that it is necessary, appropriate and in the best interests of the Village and its citizens to amend the above

section by deleting language with a strikethrough and inserting the underlined language as written above.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BOURBONNAIS, KANKAKEE, COUNTY, ILLINOIS AS FOLLOWS:

SECTION ONE: The foregoing recitals shall be and are hereby incorporated into and made part of this Section One as though they were fully set forth in this Section One.

SECTION TWO: Chapter 2, Article XI, Division 1 of the Code of Ordinances of the Village of Bourbonnais, Kankakee County, Illinois should be amended to read as follows:

Sec. 2-128. - Offices within the administration department.

(a) Village administrator.

- (1) Office created. There is hereby created the office of village administrator, an appointed position in the municipal service.
- (2) Qualifications for office. The individual selected for the office of village administrator shall meet or exceed such standards as may be prescribed by the president and board of trustees. Position announcements and other information utilized in the selection process shall clearly detail prescribed qualifications.
- (3) Term of office. The village administrator shall be appointed for a term concurrent with the fiscal year by the village president with the advice and consent of the village board of trustees.
- (4) Selection. The village administrator shall be chosen from a list of candidates. Such list shall be prepared at the direction of the village president by a committee comprised of the village president, one village trustee selected by the village president and any third parties selected by the village president.

No elected official shall receive said appointment during a term for which he has been elected. The village administrator shall be appointed after the selection process by the village president with the advice and consent of the village board and serve at the will and discretion of the village president.

- (5) Compensation. The village administrator shall receive compensation and employment benefits in such amount and manner as shall be fixed from time to time by resolution of the board.
- (6) Residency. At the time of his appointment he need not be a resident of the village or state, but within 90 days after assuming his duties and during his tenure of office he shall establish and maintain his primary place of residency within the Village of Bourbonnais.

At the discretion of the village president an extension of the time herein provided may be granted. Such extension shall not exceed 60 days and shall only be granted where extenuating circumstances can be clearly demonstrated.

- (7) Absence from the village. In the event that the village administrator shall be absent from the village or incapacitated from performing the duties of his positions, he may appoint a member of the staff to act as administrator during his absence or incapacity, such appointment not to exceed three consecutive days. In the event that the administrator's absence or incapacity exceeds three days, the village president may appoint an acting village administrator to serve during his absence or incapacity.
- (8) Removal from office. The village administrator is an at-will employee of the village and the village president shall have full authority to terminate the village administrator with or without cause.
- (9) Resignation. The village administrator may resign from his office. If the administrator does resign, he shall continue in office until his successor has been chosen and has qualified. If there is a failure to appoint a new administrator or the person appointed fails to qualify, the person filling the office shall continue in office until his successor has been chosen and qualified. If such administrator ceases to perform his duties by reason of death, permanent physical or mental disabilities, conviction of a felony or dismissal from or abandonment of office, the village president may appoint a temporary successor.
- (10) Powers and duties generally. The village administrator shall be charged with ensuring the efficient and effective conduct of all municipal affairs and the proper administration of the government. In addition, he shall be required to execute the following responsibilities:
 - a. Administrative responsibilities.
 1. To serve as the chief administrative officer of the municipality.
 2. To exercise, under the authority and supervision of the president and board of trustees, administrative supervision of village departments, programs and services;
 3. To assist the village president in carrying forward his executive responsibilities;
 4. To receive and investigate all complaints and/or inquires in relation to matters concerning the administration of the government of the village and the services maintained and provided by the village;
 5. To establish, implement and enforce operating procedures for the village government subject to the approval of the village president;
 6. To perform administrative analysis studies to upgrade and strengthen municipal services and programs;
 7. To recommend to the president and the board of trustees the adoption of such measures as he may deem necessary or expedient for the health, safety or welfare of the village, or for the improvement of the services rendered by the village when such measures require action by the village president and board of trustees;

8. To attend all village board meetings unless excused therefrom and to report to the president and board of trustees regarding the administrative affairs of the government, and to respond to any and all inquiries from the president and board of trustees regarding municipal operations;
 9. To furnish the president and/or board of trustees or member of the board with such background support information as may be requested on any subject to enable them to make a decision;
 10. To meet regularly with the president to keep him currently informed about activities of the administrator's office.
- b. Fiscal responsibilities.
1. To prepare an annual municipal budget as directed by the village president;
 2. To administer the municipal budget and to recommend to the president and board of trustees such budget control procedures as may be necessary and appropriate;
 3. To, in cooperation with the village treasurer and finance committee, monitor all village funds and accounts, and report to the president and board of trustees on the financial condition of the municipality;
 4. To function as the chief municipal purchasing agent exercising approval over departmental purchasing requisitions of all materials, supplies, equipment and equipment repair for which funds are provided in the budget; to certify vendors and ensure compliance with statutory provisions regarding purchasing; to enforce appropriate control systems as may be established and approved by the village president and board of trustees;
 5. To recommend to the president and board of trustees such fiscal planning and management programs as may be necessary.
- c. Personnel responsibilities.
1. To establish and maintain a centralized personnel records system for the entire village service;
 2. At the direction of the president and board of trustees to implement, coordinate and evaluate all municipal personnel functions;
 3. To strive for and enforce high standards of performance by village employees by establishing and implementing an employee training and development program; and to act as the approving authority for all requests presented by department heads relating to attendance at conferences, seminars, training schools, etc., on behalf of their employees;
 4. To assure that all village employees have proper working conditions and to work closely with department heads to promptly resolve any personnel problems or grievances;
 5. To establish for recommendation to the president and board of trustees an employee evaluation system and to administer said system as a continuous

ongoing program to identify training needs and ascertain existing competency levels.

- d. Planning responsibilities.
 - 1. To initiate programs to upgrade the village comprehensive plan;
 - 2. To establish short and long range planning capacities for land use, budget, capital facilities and government operations;
 - 3. To perform such planning and management studies as directed by the president and board of trustees;
 - 4. To report to the village president and board of trustees regarding planning projects and activities.
- e. Economic-commercial development responsibilities.
 - 1. To work in close cooperation with area business and economic development organizations;
 - 2. To assist the president and board of trustees in the development of a comprehensive economic development plan;
 - 3. To work closely with firms, individuals and organizations interested in locating within the village;
 - 4. To assist in the conduct of the village annexation programs and to recommend a standard annexation program to the president and board of trustees;
 - 5. To assist in efforts to retain local businesses and work to encourage expansion of local commercial and industrial establishments;
 - 6. To carry forward such other economic development programs as may be directed by the village president.
- f. Liaison requirements.
 - 1. To represent the village on such boards and commissions as directed by the village president;
 - 2. To assist in village media relations and to establish a program for the dissemination of public information regarding village services and programs;
 - 3. To establish and maintain liaison relationships with other levels and units of government.
- g. General duties.
 - 1. To identify current state and federal funding sources and to ascertain the municipality's eligibility for same;
 - 2. To submit, with the concurrence of the village president, grant applications for state and/or federal funding programs;
 - 3. To serve as a liaison between the president, board of trustees and members of the municipal services, and to receive and act upon all matters required action by village departments, offices and employees;

4. To establish and enforce, with the concurrence of the president and board of trustees, a chain of command for the village service, and to receive from village departments all matters requiring action or consideration by the president and board of trustees.

(11) Professional conduct.

1. The person occupying the office of village administrator shall conduct the affairs of his office in conformance with the standards of professional public service as contained in the code of ethics of the International City Management Associations, to-wit:

The administrator shall:

- a. Recognize that his role is subordinate to that of the elected members of the governing body;
 - b. Refrain from the use of his positions for personal aggrandizement or financial benefit;
 - c. Refrain from participation in the election or reelection of members of the local governing body and avoid any partisan political activity that would impede his ability to serve;
 - d. Provide the governing body with sufficient information to enable effective policy development;
 - e. Recognize that the elected members of the governing body should receive due credit for their decisions and avoid publicly criticizing a decision of the local governing body after that decision has been finalized;
 - f. Devote significant effort to superintending the affairs of the municipality and avoid activities that would in any way prejudice or impede his ability to faithfully discharge the duties of his office;
 - g. Seek no favors or special benefits because of his position;
 - h. Conduct his office and its affairs in conformance of the highest standards of personal integrity;
 - i. Serve as an example for other employees with regard to commitment to the community and to the profession of public service.
 - j. Actively work to expand and enhance his professional expertise and carry forward the standards of the city management profession.
2. Complaints alleging violation of this section may be initiated and filed by any member of the local governing body.
 3. Complaints filed under the provisions of this section shall be resolved in accordance with the following procedure:
 - a. The complaint shall be discussed with the administrator in an executive session of the president and board of trustees not more than 30 days after the date the complaint was initiated.

- b. If the complaint cannot be satisfactorily resolved in executive session, the village president shall convene a hearing within seven days of the date of the executive session to hear evidence and render a decision.
- (12) Limitations. Nothing herein shall be construed as to limit the power or authority of the president and board of trustees to develop and execute policy or to exercise final authority over the affairs of the government.
- (b) Assistant village administrator
- (1) Office created. There is hereby created the office of assistant village administrator, an appointed position in the municipal service.
 - (2) Qualifications for office. The individual selected for the office of assistant village administrator shall meet or exceed such standards as may be prescribed by the president and board of trustees. Position announcements and other information utilized in the selection process shall clearly detail prescribed qualifications.
 - (3) Term of office. The assistant village administrator shall be appointed for a term concurrent with the fiscal year by the village president with the advice and consent of the village board of trustees.
 - (4) Selection. An assistant village administrator shall be appointed after a selection process adopted by the village president. The appointment shall be made with the advice and consent of the village board. The assistant village administrator shall serve at the will and discretion of the village president.
 - (5) Compensation. The village administrator shall receive compensation and employment benefits in such amount and manner as shall be fixed from time to time by resolution of the board as duly adopted.
 - (6) Residency. At the time of appointment the assistant village administrator need not be a resident of the village or state of Illinois, but within 90 days after assuming the duties and during the tenure of office the assistant village administrator shall establish and maintain his or her primary place of residency within the Village of Bourbonnais.

At the discretion of the village president an extension of the time herein provided may be granted. Such extension shall not exceed 60 days and shall only be granted where extenuating circumstances have been submitted in writing by the assistant village administrator and can be clearly demonstrated by said writing.
 - (7) Removal from office. The assistant village administrator is an at-will employee of the village and the village president shall have full authority to terminate the assistant village administrator with or without cause.
 - (8) Delegation of Administrator's Duties When Absent. An assistant village administrator shall be empowered, in the temporary absence of the village administrator from the village, to perform the duties of the village administrator, provided that the village administrator shall maintain on file with the village clerk a written delegation of said duties in the event of temporary absence, naming the person to act in such event. The

written delegation when made or amended shall be sent to the village president in the most expeditious manner practical.

- (9) General Duties. The assistant village administrator shall report directly to the village administrator. The village administrator may empower an assistant village administrator to perform specific duties required to be performed by the village administrator by any ordinance, law or policy on a continuing basis.
- (10) Professional conduct. The assistant village administrator shall have the same professional conduct requirements as those listed herein for the village administrator.

(b c) Administrative assistant.

- (1) Established. The position of administrative assistant is hereby established. The administrative assistant shall be an employee of the Village of Bourbonnais and shall be entitled to and subject to all of the provisions of personnel rules and regulations as adopted from time to time by the president and board of trustees of the Village of Bourbonnais. The administrative assistant shall report directly to the village administrator.
- (2) Duties. The standards and specifications for his position are as follows:
 1. Distinguishing features of work. Under general direction, performs highly responsible and confidential secretarial functions for the village administrator; receives difficult and/or complex secretarial assignments which involve the taking and transcribing of direct oral dictation and require independence of action within the confines of standard operating procedures, a broad knowledge of village policies, procedures and operations, and the ability to represent the office of the village administrator and the Village of Bourbonnais positively in their accomplishment; types at a standard typewriter and computer terminal.
 2. Illustrative examples of work.
 - a. Types, at a standard typewriter or computer terminal, all official and/or confidential material originating from the office of the village administrator to include important records, reports, correspondence, memoranda, ordinances, resolutions, minutes of meetings, and related materials; types from rough draft, outline, verbal instruction, and mechanical dictating equipment; utilizes discretion in the selection or design of appropriate format; checks for correctness of content and form all typed material requiring the signature of the village administrator, mayor, and/or village trustees.
 - b. Receives, opens, reads for subject matter, and screens for importance and priority incoming correspondence; retains correspondence which may be personally handled to conserve the time of the village administrator and that which pertains to the position's assigned areas of responsibility; prepares outgoing correspondence for mailing to include the initiation and/or composition of correspondence as delegated or assigned.
 - c. Receives and announces dignitaries, officials, citizens and others to the office of the village administrator; receives and screens incoming calls; places calls,

schedules appointments, and makes travel arrangements; handles requests for information/assistance as possible and uses discretion and knowledge of village operations in the appropriate routing of some calls to other sources for disposition; maintains and develops positive public relations through telephone and personal contacts.

- d. Establishes and maintains the general, personal and confidential files of the office of the village administrator; searches files for information at the supervisor's request.
- e. Liaisons with vendors and requisitions office supplies as authorized; maintains log of expenditures, using some judgment in the proper allocation of expenditure to fund; maintains running totals and monitors expenditures, notifying the village administrator of budgetary line items nearing depletion.
- f. Gathers, assembles, and compiles information from varied sources and performs diversified recording functions which are particular to the administrative operations of the village administrator's office, which require knowledge of that office's functions, and which necessitate considerable independence of action within established parameters of authority.
- g. Represents the village administrator at pre-bid conferences with office supply vendors, informal staffings with village clerical staff, and at similar meetings as delegated.
- h. Performs other duties as required or assigned which are reasonably within the scope of the duties enumerated above.

(e d) Benefits coordinator/payroll clerk. There is hereby created the position of benefits coordinator/payroll clerk, who shall report to the village administrator.

SECTION THREE: Should any provision or section of this Ordinance be declared invalid by any Court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part hereof other than the part so declared to be invalid.

SECTION THREE: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this _____ day of _____, 2015 by the following vote:

Trustee Amiano	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Greenlee	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Fischer	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee King	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Keast	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Littrell	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
TOTAL:	Aye	_____	Nay	_____	Absent	_____	Abstain	_____

PAUL SCHORE, Village President

ATTEST:

BRIAN SIMEUR, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) SS.

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk for the Village of Bourbonnais, Kankakee County, Illinois (the “Municipality”), and that as such official I am the keeper of the records and files of the Municipality and its President and Board of Trustees (the “Corporate Authorities”).

I do further certify that the foregoing is a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the _____ day of _____ 2015, insofar as the same relates to the adoption of an ordinance numbered and entitled:

ORDINANCE NO. 15-2012

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE VIII, SECTION 2-128 OF THE MUNICIPAL CODE OF THE VILLAGE OF BOURBONNAIS, ILLINOIS REGARDING VILLAGE ADMINISTRATION

a true, correct and complete copy of which ordinance as adopted at such meeting appears in the proceedings of such meeting.

I do hereby further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly and was preceded by a public recital of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place, convenient to the public, that notice of such meeting was duly given to all news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, and that the Corporate Authorities have complied with all of the procedural rules of the Corporate Authorities and further said Ordinance was published upon the date written upon the face hereof.

IN WITNESS WHEREOF, I hereunto affix my official signature, and the Municipality’s seal, this _____ day of _____, 2015.

(SEAL)

Village Clerk

VILLAGE OF BOURBONNAIS, ILLINOIS

RESOLUTION NO. 15-1239

**A RESOLUTION APPOINTING LAURIE WIMBERLY AS ASSISTANT
VILLAGE ADMINISTRATOR**

**ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BOURBONNAIS
THIS ____ DAY OF _____, 2015**

Published in pamphlet form by authority of the Board of Trustees of the Village of
Bourbonnais, Kankakee County, Illinois this ____ day of _____, 2015.

RESOLUTION NO. 15-1239

**A RESOLUTION APPOINTING LAURIE WIMBERLY AS ASSISTANT
VILLAGE ADMINISTRATOR**

WHEREAS, the President of the Village of Bourbonnais, an Illinois Municipal Corporation, hereafter referred to as “the Village” is allowed to appoint certain and various officers and officials necessary to carry into effect the powers conferred upon municipalities; and

WHEREAS, the appointment of said various and certain officers and officials requires the advice and consent of the Corporate Authorities of the Village; and

WHEREAS, this is the first appointment for the newly created position of Assistant Village Administrator; and

WHEREAS, the Village President, after much thought, has determined that Laurie Wimberly should be appointed as the Assistant Village Administrator, and that she meets the qualifications of said appointment and therefore the President requests the Corporate Authorities advice and consent to said appointment; and

WHEREAS, the Corporate Authorities after a thorough review of Laurie Wimberly and having considered the qualifications of said individual hereby determine and grant their advice and consent by approving of said appointment; and

WHEREAS, the Corporate Authorities hereby determine that it is in the best interests of the Village to approve and consent to said appointment of Laurie Wimberly to the position of Assistant Village Administrator from the effective date hereof for the unexpired term for fiscal year 2015.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS, AS FOLLOWS:

Section One: The corporate authorities of the Village hereby find that all of the recitals contained in the preamble to this Resolution are true, correct and complete, and are hereby incorporated by reference hereto and made part hereof as if fully set forth in this Section One.

Section Two: The Corporate Authorities hereby approve and consent to the appointment of Laurie Wimberly as Assistant Village Administrator, from the effective date hereof to fill the remainder of fiscal year 2015 appointment for said position.

Section Three: This resolution shall be in full force and effect from and after its passage and publication in pamphlet form as required by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this _____ day of _____, 2015 by the following vote:

Trustee Amiano	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Greenlee	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Fischer	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee King	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Keast	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Littrell	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
TOTAL:	Aye	_____	Nay	_____	Absent	_____	Abstain	_____

PAUL SCHORE, Village President

ATTEST:

BRIAN SIMEUR, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) SS.

CERTIFICATION OF RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk for the Village of Bourbonnais, Kankakee County, Illinois (the “Municipality”), and that as such official I am the keeper of the records and files of the Municipality and its President and Board of Trustees (the “Corporate Authorities”).

I do further certify that the foregoing is a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the _____ day of _____ 2015, insofar as the same relates to the adoption of an ordinance numbered and entitled:

RESOLUTION NO. 15-1239

A RESOLUTION APPOINTING LAURIE WIMBERLY AS ASSISTANT VILLAGE ADMINISTRATOR

a true, correct and complete copy of which resolution as adopted at such meeting appears in the proceedings of such meeting.

I do hereby further certify that the deliberations of the Corporate Authorities on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly and was preceded by a public recital of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place, convenient to the public, that notice of such meeting was duly given to all news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, and that the Corporate Authorities have complied with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature, and the Municipality’s seal, this _____ day of _____, 2015.

(SEAL)

Village Clerk

VILLAGE OF BOURBONNAIS, ILLINOIS

RESOLUTION NO. 15-1240

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN IMIC AND THE VILLAGE OF BOURBONNAIS REGARDING
INSURANCE.**

**ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BOURBONNAIS
THIS ____ DAY OF _____, 2015**

RESOLUTION NO. 15-1240

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN IMIC AND THE VILLAGE OF BOURBONNAIS REGARDING
INSURANCE.**

WHEREAS, there has been presented to and there is now before the meeting of the President and the Board of Trustees, (the “Corporate Authorities”), the form of an intergovernmental agreement (the “Agreement”) between the Village of Bourbonnais, Kankakee County, Illinois, a non-home rule Illinois municipal corporation, hereafter referred to as the “Village” and the member agencies of the Illinois Municipal Insurance Cooperative, hereafter referred to as “IMIC”; and

WHEREAS, the Village is authorized to enter into intergovernmental agreements by virtue of the provisions of Article VII, Section 10 of the Illinois Constitution and the *Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq*; and

WHEREAS, The Finance Director has reviewed the insurance that the Village currently has and compared and contrasted that to the insurance offered by IMIC, and he has reported that the insurance coverage is substantially the same but with significant savings in costs, and;

WHEREAS, the Corporate Authorities of the Village find and determine that is reasonable and necessary to accept and approve the attached agreement by allowing the execution of and by authorizing the intergovernmental agreement in substantially the same form as attached hereto as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS, AS FOLLOWS:

Section One: The Corporate Authorities of the Village hereby find that all of the recitals contained in the preamble to this Resolution are true, correct and complete, and are hereby incorporated by reference hereto and made part hereof.

Section Two: That the form of the Agreement, in substantially the form thereof which has been presented to and is now before the meeting of the Corporate Authorities at which this Resolution is adopted, be and the same is hereby authorized and approved.

Section Three: That for and on behalf of the Village of Bourbonnais, the Village President, and anyone he so designates, is hereby authorized to execute and deliver the Agreement, in counterpart, duplicate originals, and the Village Clerk is hereby authorized to attest to the same, with such changes and revisions in the form of each of such Agreements as may be approved by the Village President, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and

all such changes or revisions therein from the form of the Agreement as presented to and now before the meeting of the corporate authorities at which this Resolution is adopted.

Section Four: The Village Finance director is authorized to enter into agreements to use the IMIC insurance, and thereby switch from the Village's current policy.

Section Five: This Resolution shall be in full force and effect immediately from and after its passage without publication.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this _____ day of _____, 2015 by the following vote:

Trustee Amiano	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Greenlee	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Fischer	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee King	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Keast	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
Trustee Littrell	Aye	_____	Nay	_____	Absent	_____	Abstain	_____
TOTAL:	Aye	_____	Nay	_____	Absent	_____	Abstain	_____

PAUL SCHORE, Village President

ATTEST:

BRIAN SIMEUR, Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF KANKAKEE)

CERTIFICATION OF RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk for the Village of Bourbonnais, Kankakee County, Illinois (the “Municipality”), and that as such official I am the keeper of the records and files of the Municipality and its President and Board of Trustees (the “Corporate Authorities”).

I do further certify that the foregoing is a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the _____ day of _____, 2015, insofar as the same relates to the adoption of a Resolution numbered and entitled:

RESOLUTION NO. 15-1240

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN IMIC AND THE VILLAGE OF BOURBONNAIS REGARDING
INSURANCE.**

a true, correct and complete copy of which Resolution as adopted at such meeting appears in the proceedings of such meeting.

I do hereby further certify that the deliberations of the Corporate Authorities on the adoption of said Resolution were conducted openly, that the vote on the adoption of said Resolution was taken openly and was preceded by a public recital of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place, convenient to the public, that notice of such meeting was duly given to all news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, and that the Corporate Authorities have complied with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature, and the Municipality’s seal, this _____ day of _____, 2015.

(SEAL)

Village Clerk

EXHIBIT "A"

ATTACHED AGREEMENT

ILLINOIS MUNICIPAL INSURANCE COOPERATIVE

INTERGOVERNMENTAL AGREEMENT

Dated: December 31, 2013

Prepared by:
Dykema Gossett PLLC
Attn: Charles A. LeMoine
10 South Wacker Drive, Suite 2300
Chicago, IL 60606
(312) 876-1700
clemoine@dykema.com

TABLE OF CONTENTS

ARTICLE I	Establishment and Purpose of Intergovernmental Cooperative	1
ARTICLE II	Definitions	2
ARTICLE III	The Board	3
ARTICLE IV	Executive Committee	5
ARTICLE V	Cooperative Officers and the Administrator	8
ARTICLE VI	Liability of Board and Executive Committee Members	10
ARTICLE VII	Admission of Members	11
ARTICLE VIII	Plan of Coverages.....	12
ARTICLE IX	Account	13
ARTICLE X	Obligations of Members.....	14
ARTICLE XI	Expulsion of a Member	15
ARTICLE XII	Withdrawal from Coverages	17
ARTICLE XIII	Termination of the Cooperative	18
ARTICLE XIV	Miscellaneous.....	18

**ILLINOIS MUNICIPAL INSURANCE COOPERATIVE
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement (this “Agreement”) is entered into, as of this 31st day of December, 2013, by and between the Members.

RECITALS:

WHEREAS, the Illinois Constitution (Ill. Const., Art. VII, Sec. 10) (the “Constitution”) authorizes units of local government to associate among themselves to obtain or share services and exercise any power or function in any manner not prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) (the “Intergovernmental Act”) authorizes units of local government to exercise jointly any powers, privileges, functions or authority that each unit may exercise, unless specifically and expressly prohibited by law;

WHEREAS, the Intergovernmental Act provides that intergovernmental agreements may authorize units of local government to jointly self-insure, and to establish and pay funds into a joint insurance pool to protect themselves against liability or loss (5 ILCS 220/6);

WHEREAS, the Founding Members are such units of local government as defined in the Constitution;

WHEREAS, each Member has the power, under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/9-103) (the “Tort Immunity Act”), to protect itself against liability or loss through risk management programs, including insurance, individual or joint self-insurance, and educational, inspectional, and supervisory services directly relating to loss prevention and loss reduction;

WHEREAS, it is in the public’s best interest that the Members reduce their costs of risk management and administration by joining together in a pool to establish an intergovernmental cooperative for the purposes of establishing, implementing and maintaining a joint self-insurance program, obtaining insurance, and conducting related educational loss prevention and loss reduction programs;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

ARTICLE I

Establishment and Purpose of Intergovernmental Cooperative

Section 1. The Illinois Municipal Insurance Cooperative (the “Cooperative” or “IMIC”), is hereby established pursuant to this Agreement and in accordance with the provisions of the Intergovernmental Act.

Section 2. The Cooperative is not intended to constitute the transaction of an insurance business within the State of Illinois. Nothing contained herein shall constitute (including, without limitation, the creation of an Account and Annual Loss Funds), nor shall participation in the Cooperative constitute the transaction or business of insurance within the State of Illinois.

Section 3. All funds at risk in the joint self-insurance program administered by the Cooperative will be contributed by Members. Nothing herein shall constitute, nor shall participation in the Cooperative constitute, a waiver of immunities or defenses provided in the Tort Immunity Act or any other applicable statute or common laws.

Section 4. The purposes of the Cooperative are:

- (a) To establish, implement and maintain insurance for Members;
- (b) To establish fund reserves and to assist the Members in equalizing annual fluctuations in losses, expenses and insurance costs; and
- (c) To conduct or retain educational, inspectional, and supervisory services relating to loss prevention and loss reduction, as may from time to time be authorized by the Board or Executive Committee.

Section 5. It is intended that the Cooperative shall not be subject to federal income tax pursuant to Section 115 of the Internal Revenue Code of 1986, as amended now or hereafter.

ARTICLE II *Definitions*

In addition to the terms defined elsewhere in this Agreement, each of the following terms shall have the meaning set forth below:

Section 1. *Account* – The monetary fund of the Cooperative.

Section 2. *Administrative Expenses* – Those expenses related to the management and operation of the Cooperative.

Section 3. *Administrator* – The individual or entity retained by the Executive Committee to assist the Chairperson and Executive Committee in administration of the day-to-day business affairs of the Cooperative.

Section 4. *Annual Loss Fund* – A joint self-insurance pool of funds established each year for the payment of claims and related defense expenses arising against Members during the year for which the fund is established.

Section 5. *Board* – The governing body of the Cooperative.

Section 6. *Coverage* – Any self-insurance programs and any insurance policies purchased by the Cooperative or by the Members separate and apart from the Cooperative.

Section 7. *Excess Insurance* – The amount and type of insurance protection determined by the Executive Committee to be sufficient and economically available to the Cooperative which is in excess of the self-insured retention maintained by the Cooperative and payable from the Loss Fund.

Section 8. *Executive Committee* – A permanent committee of the Board which may act on behalf of the Cooperative between meetings of the Board, and to which is delegated such other authority as is provided herein and as may be determined by the Board from time to time.

Section 9. *Founding Members* – The Founding Members are those Members listed in Appendix A.

Section 10. *Member* – A unit of local government that has been admitted into the Cooperative pursuant to this Agreement and that has neither withdrawn nor been expelled.

Section 11. *Representative* – An individual chosen by a Member to serve on the Board on that Member's behalf.

Section 12. *Self-insured Retention* – The first dollar amount as determined by the Board to be paid only from the Annual Loss Fund for Member claims pursuant to the terms and conditions of Coverage. The Self-insured Retention is not, and shall not be deemed, insurance.

ARTICLE III

Board

Section 1. Management of Cooperative. The affairs and activities of the Cooperative shall be controlled and managed by and under the direction of the Board. The Board shall have the authority to act on behalf of the Cooperative, and shall take all appropriate actions and perform all duties required to operate and administer the Cooperative and otherwise accomplish the purposes of the Cooperative. The Board may delegate its duties and authority to any committee of the Board or to the Administrator, except as otherwise reserved to the Board by law or this Agreement. The Board shall hold all assets and take all action hereunder in the name of and for the Cooperative.

Section 2. Exclusive Authority. Matters exclusively reserved to the Board shall include the following:

- (a) Adoption of amendments to this Agreement;
- (b) Approval of the annual budget of the Cooperative and any supplements or amendments thereto;
- (c) Adoption of joint self-insurance and insurance programs for the Cooperative;
- (d) Selection and hiring of the Cooperative Administrator;
- (e) Election of the voting members of the Executive Committee;
- (f) Expulsion of a Member;
- (g) Admission of new Members;
- (h) Termination of the Cooperative; and
- (i) Other matters reserved to the Board by law or by this Agreement.

Section 3. Composition. The Board shall consist of one designated Representative selected by each Member. Each Representative shall serve on the Board until removed, replaced, or resigns. Each Member may designate an alternate Representative to serve on the Board in the absence of the designated Representative. A Representative shall be deemed to have resigned from the Board immediately upon (a) the Representative no longer being employed by the Representative's Member for any reason, or (b) the termination, resignation or expulsion of the Member. A Representative may be removed for cause by vote of a two-thirds (67%) majority of the Board. Cause shall include, but is not limited to, the basis for Member expulsion as defined in Article XI, Section 1. Any Board vacancy due to resignation, removal or other inability to further serve on the Board shall be designated by the Member. All Representatives shall serve on the Board without compensation from the Cooperative.

Section 4. Duties. The duties of the Board shall include the following:

- (a) To develop, implement, determine and collect from Members the Annual Contributions deemed necessary to establish and maintain the Annual Loss Fund in an amount that is adequate to pay the anticipated losses, disbursements, expenses, reserves and other anticipated charges of the Cooperative;
- (b) To obtain information, reports and documents from Members that are necessary for the determination of the proper Annual Contribution from each Member;
- (c) To establish the rules and regulations for the Cooperative;
- (d) To settle and pay all claims of a Member in accordance with the Coverages, and to take any other action required to fulfill any obligation of the Coverages, including, but not limited to, the defense of any lawsuit brought against a Member or former or expelled Member seeking damages that are covered under the

Coverages. The Board may make such investigation and settlement of any claim or lawsuit as it deems expedient, but the Board shall not be obligated to pay any claim or defend any lawsuit after the applicable limit of the Coverages has been exhausted by payment of judgments or settlements;

(e) To file suit or take any other reasonable actions to collect from any Member, any former, expelled or withdrawing Member, any annual contribution, additional contribution or special assessment, including all attorney's fees and costs in connection with such lawsuit or action;

(f) To select, employ, determine the compensation and compensate agents, employees, independent contractors, insurance consultants, appraisers, administrators, attorneys, auditors and such other persons or entities as may be necessary to operate, administer and accomplish the purposes of and to conduct the business matters of the Cooperative, including enforcement of the provisions of this Agreement and all procedures and protocols adopted for the operation of the Cooperative;

(g) To carry out educational and other programs relating to safety, risk management, accident or other claims reduction;

(h) To purchase property, liability, excess and other types of casualty, workers compensation, professional or other Coverages as provided in this Agreement or as recommended by the Administrator or the Executive Committee and determined by the Board to be appropriate and within the purposes of this Agreement;

(i) To procure fidelity bonds for employees or other persons, as required by this Agreement or by law;

(j) To maintain accurate books of account which shall show all receipts and disbursements and to prepare monthly reports of the results. There shall be an annual audit of the books and records of the Cooperative by certified public accountants selected by the Board;

(k) To begin, maintain and defend any type of litigation in connection with controlling and managing the operation and administration of the Cooperative, and to compromise, arbitrate, settle or abandon claims and demands in connection with the Cooperative;

(l) To enter into any other contract or transaction or carry out such other activities as are necessarily implied or required in order to effect the above activities and the purposes of the Cooperative, or as are necessary to continue the operation of the Cooperative.

Section 5. Board Meetings.

(a) **Regular Meetings.** The Board shall meet at least twice annually, at a time and place specified by the Board, one of which meetings the Board shall designate the annual meeting ("Annual Meeting").

(b) **Special Meetings.** The Chairperson, a majority of the Executive Committee's voting members, or any three (3) Representatives may call a special meeting of the Board by giving at least fifteen (15) days advance written notice to each Representative specifying the time, place, and purpose of the meeting.

(c) **Telephonic or Electronic Participation.** Representatives and any non-voting individuals or entities invited to participate at a Board meeting may participate in a meeting of the Board through the use of a conference telephone or interactive technology, including but not limited to electronic transmission, Internet usage, or

remote communication, by means of which all persons participating in the meeting can communicate with each other.

(d) **Waiver of Notice.** Any Representative may waive notice of any meeting, and attendance thereat shall constitute a waiver of notice of such meeting, unless the sole purpose of the Representative's attendance is to object to the sufficiency of the notice.

(e) **Quorum.** A majority of Representatives shall constitute a quorum of the Board.

(f) **Voting.** Each Representative shall be entitled to one and only one vote on the Board. Voting shall be by voice vote or in any other manner established by the Board prior to voting on any matter, except that voting shall be by roll call vote for any matter requiring a greater than majority vote for passage and whenever requested by not less than twenty percent (20%) of the Representatives. The act of a majority of those Representatives present at a meeting at which a quorum is present shall be the act of the Board, unless a greater number is required by law or this Agreement.

(g) **Action by Consent.** Any action required to be taken at a meeting of the Board, or any other action that may be taken at meeting of the Board, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all Representatives entitled to vote with respect to the subject matter thereof, or by all members of the Executive Committee, as the case may be. Any such consent signed by all the Representatives or all the members of the Executive Committee shall have the same effect as a unanimous vote, and may be stated as such in any filed document.

(h) **Minutes.** Minutes of all regular and special meetings of the Board and any Action by Consent of the Board shall be provided to each Member.

(i) **Compliance with Law and this Agreement.** All meetings shall be conducted in a manner required by law and this Agreement. In the event of a conflict between this Agreement and any applicable law, this Agreement shall be deemed modified to the extent necessary to comply with such law.

ARTICLE IV

Executive Committee

Section 1. Authority and Duties. The designation of an Executive Committee shall not relieve any Representative of the Board of any responsibility imposed by this Agreement or by law. The Executive Committee shall have the authority and duties of the Board between meetings of the Board, except as otherwise provided by law, this Agreement, or a resolution of the Board. In addition, the duties of the Executive Committee shall include the following:

(a) To prepare and submit to the Board for approval an annual budget for the Cooperative;

(b) To prepare and submit periodically a summary of covered claims filed and claims paid;

(c) To recommend changes in policy and procedures;

(d) To recommend changes in Coverages;

(e) To recommend the admission of new Members;

(f) To recommend the expulsion of Members;

(g) To annually obtain and furnish to the Members an audited report of the financial affairs of the Cooperative, prepared by a certified public accountant at the end of each fiscal year in accordance with generally accepted auditing principles, and in compliance with any applicable law;

(h) To recommend the removal of Representatives;

(i) To prepare an annual administrative budget for the Cooperative;

(j) To carry out such other duties as are delegated to the Executive Committee by this Agreement or by the Board from time to time.

Section 2. Initial Executive Committee. For the first three (3) fiscal years after formation of the Cooperative (the “Initial Term”), the Executive Committee shall be elected by resolution of a majority of the Board from among the Representatives and shall consist of:

(a) At least five (5) but no more than seven (7) Representatives on the initial Executive Committee. Each Representative on the initial Executive Committee shall serve with voting rights and shall be deemed Executive Committee Voting Members, as herein defined;

(b) One or more non-voting, *ex officio* members, as may be selected from time to time by the Board or Executive Committee, to serve in an advisory capacity on the Executive Committee (“Executive Committee Ex Officio Members”), including the Administrator;

(c) Each Executive Committee Voting Member on the initial Executive Committee shall serve for the entire Initial Term.

Section 3. Executive Committee After the Initial Term. The composition of the Executive Committee and the terms of its members after the Initial Term shall be determined by the Board, and shall be elected by resolution of a majority of the Board subject to the following terms:

(a) **Composition.** The Executive Committee after the Initial Term shall at least consist of:

(i) An odd number of voting Members elected by the Board from among the Representatives (“Executive Committee Voting Members”), who shall serve for renewable terms. Such Executive Committee Voting Members shall be and are divided into two classes, as nearly equal in number as possible, designated: “Class I” and “Class II.” In case of any increase or decrease, from time to time, in the number of Executive Committee Voting Members, the number of Executive Committee Voting Members in each class shall be apportioned as nearly equal as possible. No decrease in the number of directors shall shorten the term of any incumbent Executive Committee Voting Member;

(ii) One or more Executive Committee *Ex Officio* Members;

(iii) The Executive Committee may be expanded up to nine (9) Executive Committee Voting Members as recommended by the Executive Committee, and as approved by the Board.

(b) **Determination of Class Membership After the Initial Term.** For purposes of dividing Executive Committee Voting Members into Class I and Class II immediately following the Initial Term, Executive Committee Voting Members shall be assigned to Class I (until the two classes are apportioned as nearly equal as possible) based on the following factors:

(i) In descending order, length of prior services as an Executive Committee Voting Member during the Initial Term; and

(ii) In ascending order, alphabetically by surname.

(c) **Length of Term.** Each Executive Committee Voting Member shall serve for a term ending on the date two (2) years after the date which such Executive Committee Voting Member was elected; provided, that the term of each Executive Committee Voting Member shall continue until the election and qualification of a successor and be subject to such Executive Committee Voting Member's earlier death, resignation or removal. With respect to ONLY the first term of the Executive Committee Voting Members following the Initial Term:

(i) Each Class I Executive Committee Voting Member's term shall last two (2) years following the expiration of the Initial Term; and

(ii) Each Class II Executive Committee Voting Member's term shall last for one (1) year following the expiration of the Initial Term.

(d) **Compensation.** No Executive Committee Voting Member shall receive any salary or other payment from the Cooperative.

Section 4. Meetings of the Executive Committee.

(a) **Regular Meetings.** The Executive Committee shall meet at least twice annually at a time and place specified by the Executive Committee.

(b) **Special Meetings.** The Chairperson or any three (3) Executive Committee Voting Members may call special meetings of the Executive Committee by giving at least ten (10) days advance written notice to each member of the Executive Committee, specifying the time, place, and purpose of the meeting.

(c) **Telephonic or Electronic Participation.** All members of the Executive Committee, voting and non-voting, may participate in any meeting of the Executive Committee through the use of a conference telephone or interactive technology, including but not limited to electronic transmission, Internet usage, or remote communication, by means of which all persons participating in the meeting can communicate with each other.

(d) **Quorum.** A majority of the Executive Committee Voting Members shall constitute a quorum of the Executive Committee.

(e) **Voting.** Each Executive Committee Voting Member shall be entitled to one and only one vote on the Executive Committee. The act of a majority of those Executive Committee Voting Members present at a meeting at which a quorum is present shall be the act of the Executive Committee, unless a greater number is required by law or this Agreement. The Executive Committee Chairman shall cast a vote only in the event of a deadlock.

(f) **Minutes.** Minutes of all regular and special meetings of the Executive Committee shall be provided to the Board and each Member.

(g) **Compliance with Law and this Agreement.** All meetings shall be conducted in a manner required by law and this Agreement. In the event of a conflict between this Agreement and any applicable law, this Agreement shall be deemed modified to the extent necessary to comply with such law.

Section 5. Vacancies. An Executive Committee Voting Member may resign at any time, and shall be deemed to have resigned from the Executive Committee immediately upon (a) the Executive Committee Voting Member no longer being employed by the Representative's

Member for any reason, or (b) the termination, resignation or expulsion of the Member. An Executive Committee Voting Member may be removed for cause by vote of a two-thirds (67%) majority of the other Representatives of the Board. Cause shall include, but is not limited to the basis for Member expulsion as defined in Article XI, Section 1. If an Executive Committee Voting Member position is vacated prior to the expiration of the relevant term, the remaining Executive Committee Voting Members shall select a replacement by majority vote from among the Representatives for the remainder of the term vacated. If the departing Executive Committee Voting Member is the Chairperson, Vice-Chairperson, Secretary or Treasurer, the Board shall elect a replacement by majority vote from among the Executive Committee Voting Members after the Executive Committee Voting Members select a Representative to fill the vacant Executive Committee seat.

ARTICLE V

Cooperative Officers and the Administrator

Section 1. Officers. The Officers of the Cooperative shall be the Chairperson, Vice-Chairperson, Secretary, and Treasurer, and such other Officers as the Board may establish from time to time.

Section 2. Election and Term. All Officers shall be selected by the Executive Committee from among the Executive Committee Voting Members, and shall serve for terms of two (2) years each. An Officer may resign at any time, and may be removed for cause by vote of a two-thirds (67%) majority of the other Members of the Executive Committee. Cause shall include, but is not limited to the basis for Member expulsion as defined in Article XI, Section 1. An Officer may serve for no more than three (3) consecutive terms.

Section 3. Chairperson. The Chairperson shall supervise and control the day-to-day operations of the Cooperative and shall carry out the purposes of the Cooperative as directed by the Board or Executive Committee. The duties of the Chairperson shall include the following:

(a) To preside over all meetings of the Board and of the Executive Committee;

(b) To sign with the Treasurer or other authorized signatory, on behalf of the Cooperative, all checks and other instruments which the Board or Executive Committee has authorized to be executed;

(c) To make recommendations regarding policy decisions, the creation of other Cooperative offices and the employment of agents, employees and independent contractors;

(d) To oversee the preparation of a proposed annual budget for the Cooperative;

(e) To direct the Treasurer, within the constraints of the approved budget, to make distributions from the Account for payment of premiums, claims and expenses and the Administrative Expenses of the Cooperative;

(f) To perform all duties incident to the office of Chairperson, as such duties are prescribed by the Board or Executive Committee from time to time and consistent with this Agreement and any applicable law; and

(g) To take such other actions as are necessary to continue the operation of the Cooperative.

Section 4. Vice-Chairperson. The Vice-Chairperson shall carry out all the duties of the Chairperson during the absence or the inability or refusal of the Chairperson to perform such

duties, and shall carry out such other functions as are assigned from time to time by the Chairperson, Board, or Executive Committee.

Section 5. Secretary. The duties of the Secretary shall include the following:

- (a) To record or cause to be recorded the minutes of all meetings of the Board and Executive Committee;
- (b) To present all minutes to the Board and Executive Committee for approval;
- (c) To provide all approved minutes of the Board and Executive Committee to each Member;
- (d) To provide all notices from the Cooperative as are required by law or this Agreement;
- (e) To maintain all records of the Cooperative, including minutes, resolutions, contracts, and correspondence (electronic or otherwise);
- (f) To maintain updated contact information for each Member and its Representative; and
- (g) To perform all other duties incident to the office of Secretary, as such duties are prescribed by the Board or Executive Committee from time to time and consistent with this Agreement and any applicable law.

Section 6. Treasurer. The Treasurer shall be the Chief Financial Officer of the Cooperative and shall carry out the fiscal and financial business of the Cooperative as directed by the Board or Executive Committee. The Treasurer may be a Representative, in which case the position shall be uncompensated, or may be a third-party individual or entity retained by the Cooperative, in which case the position may be compensated. The duties of the Treasurer shall include the following:

- (a) To exercise charge and custody over all funds and securities of the Cooperative;
- (b) To maintain the financial books and records of the Cooperative;
- (c) To establish and maintain accounts and letters of credit in the name of the Cooperative in such banks, savings and loan associations or other depositories as shall be selected by the Board or Executive Committee;
- (d) To receive and give all receipts for monies due and payable to the Cooperative from any source whatsoever;
- (e) To deposit all such monies in the name of the Cooperative in the banks or other depositories selected by the Board or Executive Committee;
- (f) To invest the funds of the Cooperative, from time to time, in such accounts, deposits or securities as permitted by law for investments by Non-Members and as the Board or Executive Committee shall select from time to time;
- (g) To disburse Cooperative funds pursuant to this Agreement;
- (h) To sign with the Chairperson, on behalf of the Cooperative, all checks and other instruments which the Board or Executive Committee has authorized to be executed;
- (i) To assist the Chairperson and Administrator in preparing a proposed annual administrative budget and to submit said proposal to the Board;
- (j) To present a full report of the fiscal condition of the Cooperative and of the activities of the Treasurer at each regular meeting of the Board and at such other times as requested by the Board or Executive Committee;

(k) To perform all other duties incident to the office of Treasurer, as such duties are prescribed by the Board or Executive Committee from time to time and consistent with this Agreement and any applicable law.

Section 7. Treasurer *pro tempore*. During the absence or the inability or refusal of the Treasurer to perform the duties of Treasurer, the Chairperson or a Representative appointed by the Chairperson and approved by the Executive Committee may perform the duties of the Treasurer (“*Treasurer pro tempore*”) and, when so acting, shall have all of the powers of and be subject to all of the restrictions upon the Treasurer.

Section 8. Bond. In lieu of and in place of surety bonds, and before commencing their duties, the Chairperson (or Vice-Chairperson acting in place of the Chairperson) and the Treasurer (*Treasurer pro tempore*) of the Cooperative shall purchase a crime policy or other form of insurance coverage in adequate amounts as recommended by the Administrator for the protection and benefit of the Cooperative to insure the faithful discharge of their duties, and to otherwise protect the Cooperative from any financial loss associated with the unfaithful discharge of their duties to the Cooperative.

Section 9. Administrator. The Executive Committee shall retain an Administrator, which shall not be a Representative, to serve as an Executive Committee *Ex Officio* Member and to assist the Chairperson and Executive Committee in the carrying out of the Executive Committee’s duties and the administration of the day-to-day business affairs of the Cooperative. The duties of the Administrator shall be established by this Agreement and by any written agreement with the Cooperative, and shall include the following:

- (a) To oversee the presentation of claims administrator monthly reports identifying all claims submitted by and payments made to or on behalf of Members;
- (b) To make recommendations to the Executive Committee regarding the Cooperative’s structure, policies, and procedures;
- (c) To attend each Regular Meeting and Special Meeting of the Board and Executive Committee, and to present a full report of the activities of the Administrator at such meetings and at such other times as requested by the Board or Executive Committee;
- (d) To make recommendations to the Executive Committee and Board regarding Coverages, risk administration, allocations and charges to Members, and other fiscal matters affecting or affected by the operations of the Cooperative;
- (e) To assist in the preparation of monthly reports as to the financial status of the Cooperative; and
- (f) To make recommendations to the Board as to the hiring of an independent property appraiser to provide appraisals of Member property as needed.

ARTICLE VI

Liability of Board and Executive Committee Members

Section 1. The Representatives, Members of the Executive Committee and the Officers of the Cooperative shall use ordinary care and reasonable diligence in the exercise of their authority and in the performance of their duties. They shall not be personally liable to any Member, or any former or expelled Member, for any act, error, omission, judgment or other action made, taken or omitted by them in good faith and in the exercise of his or her best judgment; nor for any action made, taken or omitted by any administrative or clerical personnel, agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of

Cooperative funds, or failure to invest. No Representative shall be required to give a bond or other security to guarantee the faithful performance of his duties hereunder except as required by this Agreement or by law. Any act done or omitted pursuant to the advice of an attorney shall be deemed conclusively to have been committed or omitted in good faith.

Section 2. The Cooperative shall indemnify any person who was or is a party to or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Cooperative), by reason of the fact that the person was a Representative, Member of the Executive Committee or Officer, against all expenses (including attorney's fees), judgments, fines and amounts paid in settlement that were actually and reasonably incurred in connection with such action, suit or proceeding, provided that 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 Cooperative, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Unless insurance coverage is otherwise unavailable or exhausted for any such action, suit or proceeding, the Account shall be used to defend and hold harmless any Representative, Member of the Executive Committee or Officer of the Cooperative for actions taken by the Board or Executive Committee or taken by Representatives, Members of the Executive Committee or Officers within the scope of their authority.

ARTICLE VII

Admission of Members

Section 1. Application and Admission. A Member may apply for membership in the Cooperative on a form provided by the Cooperative. If the Member meets the underwriting requirements for participation, the Member's application is recommended by the Executive Committee, and the application is approved by a majority vote of the Board, the Member's governing body may ratify this Agreement by executing, on behalf of the Member and pursuant to any applicable laws and Member regulations, (1) a resolution ordinance or other approved legal authority for membership, (2) a copy of the signature page to this Agreement, and (3) any other formal actions required by law or Member regulations to authorize membership in the Cooperative.

Section 2. Effective Date of Admission. A Member shall be admitted into the Cooperative effective as of the date upon which the Cooperative receives the Member's executed resolution, ordinance or other legal authority approved for membership and signature page to this Agreement, on which date its name shall be added to **Appendix B** attached hereto.

Section 3. Founding Members. A Founding Member shall not be required to submit an application for membership, and shall be admitted into the Cooperative effective as of the date upon which the Founding Member delivers to each other Founding Member a resolution, ordinance or other approved legal authority for membership and an executed signature page to this Agreement.

Section 4. Three-Year Membership. Upon initial admission, a new Member shall be required to obtain all Mandatory Coverages and maintain such Coverages for a minimum period of three (3) consecutive years, commencing on the effective date of such Coverages, unless the Cooperative is terminated prior to the expiration of that period. The three-year commitment is required regardless of the term of any individual Coverage provided through the Cooperative and subject to all of provisions of this Agreement. After the expiration of the initial three-year period, each Member must meet the underwriting requirements for participation and ratify the

Agreement for each subsequent twelve month period, referred to as the Member's Policy Period, for which the Member desires to participate in the Cooperative. Nothing in this Section shall be construed to limit the authority of the Cooperative to expel a Member that has not yet participated for three years in the Cooperative.

Section 5. The Board reserves the right to consider, on an individual basis, and in its sole discretion, exceptions to the three (3) year membership requirement for Mandatory Coverages.

Section 6. Compliance. Each Member agrees to participate in the Cooperative and Mandatory Coverages, and in all other respects to comply with the rules, regulations, policies and procedures adopted by the Board, to comply with the terms and provisions of this Agreement, and to comply with the terms and provisions of the Mandatory or Optional Coverages maintained by the Member.

ARTICLE VIII

Plan of Coverages

Section 1. Purchase of Insurance. The Cooperative shall purchase insurance, from companies authorized by the Illinois Department of Insurance to conduct insurance business in Illinois, in amounts recommended by the Administrator, and as are approved from time to time by the Board or Executive Committee to meet the obligations and purposes of the Cooperative. It is the intent of the Cooperative to obtain loss protection subject to any aggregate, excess or other Coverages as set forth in **Appendix C**.

Section 2. Mandatory Coverage. As a condition for continued membership in the Cooperative, each Member must at all times maintain the Property/Casualty Coverage purchased by or otherwise provided through the Cooperative, as well as any other Coverages that the Cooperative may require from time to time ("Mandatory Coverages"). In the event the Board subsequently decides to add Workers Compensation coverage as a Mandatory Coverage, then in that event all members will be required to maintain said coverage pursuant to the provisions of Article VII, Section 4. However, a Member may opt out of the Workers Compensation coverage upon written request.

Section 3. Optional Coverage. On an annual basis, and subject to all other limitations in this Agreement, a Member may adopt one or more additional, non-mandatory Coverages purchased by or otherwise provided through the Cooperative ("Optional Coverages"). No Member may obtain any Optional Coverages unless the Member maintains all Mandatory Coverages.

Section 4. Outside Insurance Coverage. Membership in the Cooperative shall not preclude any Member from obtaining any Insurance Coverage independent of the Cooperative and in addition to those Coverages purchased by or otherwise provided through the Cooperative, including any Insurance Coverage that may be required by law. The Cooperative shall, when requested, make its resources available to advise Members of the types of such outside Insurance Coverages available to Members.

Section 5. Exclusions. The Cooperative shall not provide a joint self-insurance program or purchase other protections for its Members for the following:

- (a) Acts committed by a Member or any of its covered officials, employees, agents or personnel when acting outside the scope of their duties or authority;
- (b) Punitive damages or punitive damage claims;
- (c) Actions against any Member seeking solely injunctive relief, declaratory relief or administrative review;

- (d) Awards of attorneys' fees to opposing counsel unless such an award is considered an element of damages;
- (e) Lawsuits or claims arising solely as a result of the taxing authority of a Member;
- (f) Actions based solely on a breach of contract between a Member and third-parties, except personal injury which would otherwise be covered under a Member's pre-existing insurance coverage heretofore provided prior to commencement of the Cooperative;
- (g) Criminal acts alleged against any elected, appointed or employed person of a Member;
- (h) Claims arising out of labor, employee benefits or other employment matter, other than worker's compensation as may be specifically included, and professional conduct only to the limited extent as may from time to time be included in the applicable Coverages; and
- (i) Other matters as may be determined by the Board or Executive Committee.

ARTICLE IX

Account

Section 1. Administration. The Account shall be established by the Cooperative and held, administered and invested by the Treasurer in a manner consistent with applicable laws and this Agreement. The Account shall consist of all contributions received from Members, and all money and other property which the Cooperative shall receive and hold. The Account shall be administered as a single fund without regard to the level of expense for a particular Member. The Account and the Cooperative shall not be liable for the debts of any Member, or former or expelled Member, and shall not be subject to seizure by any creditor of any Member, or any former or expelled Member, and no direct action may be brought against the Account or the Cooperative by any such creditor.

Section 2. Annual Contribution. To fund the Account, each Member shall make an annual payment to the Cooperative ("Annual Contribution"). The amount of the Annual Contribution for each Member shall be determined on an annual basis by the Administrator and Executive Committee, and shall include amounts necessary for the payment of the Member's share of Administrative Expenses, premiums and other insurance-related costs, and contribution to the Annual Loss Fund(s).

Section 3. Adjustment of Expenses. Whenever payments to the Account for Administrative Expenses shall be based upon an estimate, each Member making such payments shall promptly receive a refund or pay a deficiency when actual figures become available. At the close of the year, an accounting will take place to determine whether a particular Member has received total coverage and made all payments associated with that Member. Expenses in excess of the predetermined costs will, as a result, create a debit balance in the account which will be taken into consideration in the determination of a Member's Annual Contribution for the following year, with short term deficits being made up over a period of years or by agreement, assessment or as determined by the Board.

Section 4. Expenditure of Account Funds. The Account shall be used to carry out the purposes of the Cooperative, including without limitation:

- (a) The funding and maintenance of Annual Loss Fund(s);

- (b) The payment of Administrative Expenses;
- (c) The payment of all costs associated with obtaining insurance and processing claims such as premiums, claims, judgments, settlements; and
- (d) The payment of any other Cooperative expenses that may arise.

Section 5. Additional Contributions and Special Assessments. It is intended that the Account will contain a sufficient amount of funds on hand at all times to fund and maintain the Annual Loss Fund(s), pay the Administrative Expenses, pay all costs associated with obtaining insurance and processing claims, and pay all other expenses. If, during any year, the funds on hand in the Account are insufficient, the Board or Executive Committee may, in its discretion, require supplementary payment from all Members, including terminated, expelled or withdrawing Members. Such payments shall be made in the same proportion as prior payments to the Cooperative during that plan year, and shall be due from each Member upon receipt of notice of the amount from the Board, Executive Committee, or Administrator.

Section 6. Return of Surplus. The Executive Committee may, in its discretion approve a return of surplus funds from an Annual Loss Fund to Members after all claims against the particular Annual Loss Fund are otherwise closed. The return of surplus funds may be done by direct payment or a credit against future premiums. If a return is approved, the amount of this return will be calculated based upon the pro rata share of a Member's percent of contribution as a whole to the Annual Loss Fund in the stated year for which the return is applicable. No return of surplus funds shall be available to any Member that has withdrawn or been expelled from the Cooperative before the date the surplus funds are returned or credited to the current Members.

ARTICLE X

Obligations of Members

Section 1. The obligations of each Member shall include the following:

- (a) To obtain and maintain Mandatory Coverage;
- (b) To pay promptly all payments, to the Cooperative for the Account at such times and in such amounts as are established by the Administrator, Executive Committee or the Board pursuant to this Agreement;
- (c) To select promptly a Representative and any successors to such Representative;
- (d) To cooperate fully with the Administrator, Claims Administrator, the attorneys selected by or engaged by the Executive Committee, auditors and any agent, employee, Officer or independent contractor of the Cooperative in any matter relating to the purpose and business of the Cooperative;
- (e) To act promptly on all matters requiring approval by the Members and not to withhold such approval unreasonably or arbitrarily;
- (f) To report to the claim administrator within the time limits specified by the Board any claim in which indemnity or defense of the claim could be sought through the Cooperative;
- (g) To submit no unjustified claims nor otherwise cause unjustified deficits in the Account;
- (h) To allow the Board or its designee reasonable access to all of the Member's facilities, records, documents and information, including financial records that relate to the Coverages, and to cooperate with the Board, the Executive Committee,

the Administrator, attorneys and any other designee of the Board in connection with its obligations under this Agreement or the Coverages;

(i) Upon acceptance as a new Member, to promptly cooperate with preparation of a physical property appraisal report within a reasonable amount of time not to exceed one (1) year;

(j) To cooperate with the preparation of a physical property appraisal report every seven (7) years after becoming a Member, or more regularly if so required by any property Coverage provided to the Cooperative and its Members, or if decided by the Board, which appraisal shall be conducted by a single individual or entity recommended by the Administrator and approved by the Board to appraise all its Members;

(k) To assure that the Representative reviews and oversees the Member's compliance with all risk management protocols and other obligations of the Member as set forth in this Agreement or as established by the Board from time to time; and

(l) To take no action inconsistent with this Agreement as originally written or validly amended.

Section 2. The obligations and responsibilities of the Members set forth in this Agreement and all protocols and policies adopted, from time to time, by the Board or Executive Committee, shall remain a continuing obligation and responsibility of each Member. This Agreement may be enforced in law or equity either by the Cooperative itself or by any Member acting on behalf of the Cooperative.

Section 3. Each Member agrees that the Cooperative is authorized to enforce the terms, provisions and obligations of this Agreement by filing suit in a court of proper jurisdiction within the State of Illinois. Each Member further agrees that the Cooperative shall be entitled to recover its costs and reasonable attorney's fees, together with pre-judgment interest at the simple rate of five percent per year, in connection with enforcing a Member's obligations under this Agreement, regardless of whether the Cooperative files suit.

Section 4. Except to the extent of the financial contributions to the Cooperative which each Member has agreed to make, no Member agrees by this Agreement to be responsible for any claims of any kind against any other Member, nor does this Agreement create between the Members any relationship of partnership, surety, indemnification or liability for the debts of or claims against any single Member.

ARTICLE XI

Expulsion of a Member

Section 1. Members that fail to fulfill their obligations pursuant to this Agreement or that take any action found by the Executive Committee to be detrimental to the purpose or operations of the Cooperative may be expelled from membership in the Cooperative by a two-thirds (67%) vote of the Board, excluding the vote of the Representative from the Member whose expulsion is being voted upon. If the Board votes to expel a Member, that expulsion is final immediately upon such vote, and no further appeals are available to the Member.

Section 2. No Member may be expelled from the Cooperative until the Member has received each of the following:

(a) Written notice from the Cooperative identifying the alleged basis for expulsion;

(b) An opportunity to cure that basis for expulsion within fifteen (15) days from delivery of the notice; and,

(c) In the event of a failure to cure, the opportunity to be heard before the Executive Committee or its appointee, as herein provided.

Section 3. If the conduct of a Member is found by the Executive Committee to be an imminent threat to the continued operation of the Cooperative, the Executive Committee may suspend the Member, pending an expulsion hearing, from all rights and privileges under this Agreement except for the limited right to continue the Member's then current Coverages purchased by or otherwise provided through the Cooperative, for which it has timely paid all premiums and other insurance payments due.

Section 4. If a Member fails to cure the alleged basis for expulsion within the fifteen (15) day notice period, the Executive Committee shall set a date for an expulsion hearing, which shall occur not less than thirty (30) days after expiration of the time to cure. The Executive Committee may conduct the hearing or appoint an individual to conduct the hearing who shall make a recommendation to the Executive Committee based upon the appointee's findings of fact. The Member shall have the right to be represented by counsel at the hearing. The Executive Committee shall then issue a recommendation to the Board either that the Member be expelled or that it be allowed to remain in the Cooperative.

Section 5. The Board shall vote whether to expel a Member at the next regular Board meeting following the issuance of the Executive Committee's recommendation, or at a special meeting called for that specific purpose. If the Member whose expulsion is being considered wishes to present its case to the Board prior to the vote at that meeting, it must submit a written request to the Chairperson within thirty (30) days after the Executive Committee issues its recommendation. The Board may limit its consideration of the potential expulsion to the submissions, findings and recommendations from the expulsion hearing, or it may consider supplemental materials from the Member as it may determine in its sole discretion.

Section 6. If a Member is expelled by the Board, it will no longer have any rights or privileges under this Agreement, except for the limited right to continue its then current Coverages purchased by or otherwise provided through the Cooperative, provided that it has timely paid all premiums and other payments due, for the duration of terms of each Coverage, and the Cooperative shall continue to process claims by or against the expelled Member during those terms.

Section 7. An expelled Member shall continue to be fully liable for any payment due to the Account and for any other unfulfilled obligation as if it were still participating in the Cooperative.

Section 8. Within sixty (60) days after the date when a Member's expulsion becomes final, the Cooperative shall take an accounting of the fixed funds and expenses owed by or owing to said Member as of the date on which the expulsion became final. The expelled Member shall immediately pay into the Account any amount found to be owed by it. Any amount found to be owed to the Member by the Cooperative, and all funds upon which a claim could be made against the expelled Member, shall be held by the Cooperative until all such claims or potential claims are terminated. The Executive Committee shall provide a written statement to the expelled Member, outlining any potential liability for possible future deficits that may occur for the years in which the Member participated in the Cooperative prior to expulsion.

ARTICLE XII

Withdrawal from Coverages

Section 1. Withdrawing from Mandatory Coverage shall constitute withdrawal from all Cooperative Coverages and from the Cooperative itself. Ceasing to participate in any Optional Coverage shall not constitute withdrawal from any other Coverage or from the Cooperative itself. Subject to the limitations herein, a Member may withdraw from the Cooperative or cease participation in Mandatory Coverage only upon the following terms:

(a) The Member must provide written notice of its decision to withdraw (“Notice of Withdrawal”) to the Administrator or Chairperson of the Cooperative;

(b) The Notice of Withdrawal must be delivered to the Administrator or Chairperson no later than September 1 of the then current Fiscal Year, or else the Notice of Withdrawal shall have no effect;

(c) The Member must attach to the Notice of Withdrawal a true and correct copy of the written resolution, ordinance or other legal authority adopted by the governing body of the Member authorizing the Notice of Withdrawal;

(d) The Member must have participated in the Coverages from which it is withdrawing for the minimum period required by the provisions in this Agreement;

(e) The Notice of Withdrawal must be accepted by the Administrator or the Chairperson.

Section 2. If a Member withdraws from the Cooperative and later wishes to re-join the Cooperative, it must re-apply as a new member, subject to all of the provisions of this Agreement.

Section 3. Notwithstanding the provisions set forth in Article VII, Section 5, a Member shall have no right to withdraw from the Cooperative for a period of three (3) years following admission to membership in the Cooperative. Moreover, in no event may a Notice of Withdrawal be submitted during a Member’s first twenty-four (24) months of participation in the Cooperative. Nothing in this Section shall be construed to limit the power of the Cooperative to expel a Member that has not yet participated in the Cooperative for the minimum period.

Section 4. Withdrawal from any Coverage purchased by or otherwise provided through the Cooperative shall be effective as of the first day of the next Fiscal Year following acceptance by the Chairperson or Administrator of a Member’s Notice of Withdrawal, unless such Notice is revoked pursuant to this Agreement. No withdrawal shall be effective prior to the final day of the plan year, regardless of the date that the Member joined the Cooperative, except that the Executive Committee, excluding the vote of any Executive Committee Voting Member from the withdrawing Member, may shorten the period of time in which the withdrawal shall become effective.

Section 5. The rights and duties of the Cooperative and a withdrawing Member shall be the same as those with respect to an expelled Member, on and after the effective date of that withdrawal.

Section 6. A Member’s Notice of Withdrawal, once submitted and accepted in accordance with this Agreement, may not then be revoked, unless each of the following occurs:

(a) The Member must submit to the Cooperative a request, in writing, to revoke its Notice of Withdrawal;

(b) The Member’s request must be submitted to the Administrator no later than October 1 of the Fiscal Year identified in the Notice of Withdrawal as the

Member's last year of participation in the coverage program from which it is withdrawing; and

(c) The Administrator and Executive Committee must approve the Member's request in writing.

Section 7. The Administrator and Executive Committee may consider a Member's request to revoke its Notice of Withdrawal only if approving the request would not affect the operations of the Cooperative. Under no circumstances shall the Administrator and Executive Committee consider any such request that is submitted after October 1 of the Fiscal Year identified in the Notice of Withdrawal as the Member's last year of participation in the coverage program from which it is withdrawing. If a Member's request is submitted after the deadline or is otherwise rejected by the Executive Committee and Administrator, the Notice of Withdrawal shall not be revoked, and the Member cannot avoid withdrawing from the Coverage that it specified in its Notice of Withdrawal.

ARTICLE XIII

Termination of the Cooperative

Section 1. The Cooperative shall continue to offer Coverage for as long as it is permissible under the laws of the State of Illinois, but shall terminate upon the occurrence of any of the following events:

(a) A final determination by a Court of competent jurisdiction, after all appeals have been exhausted or time for appeal has expired, that the Cooperative is invalid or contrary to law;

(b) The number of Members is not sufficient to support an Annual Loss Fund or other Coverages at the Self-insured Retention level established for the Cooperative in the amount as recommended by the Administrator and approved by the Executive Committee for the Cooperative;

(c) The Members vote to dissolve and terminate the Cooperative by a two-thirds (67%) vote.

Section 2. Upon termination of the Cooperative, the Agreement and the Cooperative shall remain in force in order for the Cooperative to wind up its affairs, and the rights and duties of the Cooperative to each Member, and the rights and duties of each Member to the Cooperative and to each other, shall be the same as those with respect to an expelled Member, except that all funds remaining within the Account and Annual Loss Funds shall be paid out to the Members of the Cooperative at the time of termination, in proportion to each Member's payments into the Account and remaining Annual Loss Funds. The Board shall have the right and obligation to determine and collect any Special Assessment required to eliminate any deficit in existence at or after the termination of the Cooperative. The Cooperative shall remain in effect until the close of all Annual Loss Funds, and all administrative matters involving the winding up of the Cooperative are completed.

ARTICLE XIV

Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Cooperative shall be the same as the plan year. The plan year shall run from December 31 of the then current year until December 30 of the next following year.

Section 2. Notice. Any notice required by this Agreement shall be in writing and shall be deemed to have been given when deposited with a nationally recognized overnight courier or deposited in the United States mail as first class, certified or registered mail, postage prepaid, and addressed as follows:

(a) If to the Cooperative, addressed to the Chairperson at the address of the Member where the Chairperson is an agency official or is employed;

(b) If to a Member, addressed to the Representative for the Member at the address provided to the Cooperative by the Member, or to the principal office of the Member;

(c) If to the Administrator, addressed to the principal office of the Administrator.

Section 3. Section Headings. The section headings inserted in this Agreement are for convenience only and shall not be construed to affect the scope or intent of this Agreement or the meaning of any provision herein.

Section 4. Severability. If any provision or the rules and regulations made pursuant hereto are held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions of this Agreement, unless such illegality or invalidity prevents the accomplishment of the purposes of this Agreement.

Section 5. Applicable Law. This Agreement shall be construed solely under the applicable laws of the State of Illinois, and shall be enforceable by or against a Member or the Cooperative solely in the courts of Illinois having proper venue and jurisdiction over the parties.

Section 6. Validity and Savings Clause. In the event any provision of this Agreement shall be declared by a final judgment of a court of competent jurisdiction to be unlawful or unconstitutional or invalid as applied to any Member, the lawfulness, constitutionality or validity of the remainder of this Agreement shall not be deemed affected thereby.

Section 7. Counterparts. This Agreement, and any amendments thereto, may be executed in any number of separate counterparts, which taken together shall constitute a single instrument.

Section 8. Binding. This Agreement shall be binding on each of the Members and any successor thereof.

IN WITNESS WHEREOF, the governing body of the government entity listed below has caused this Illinois Municipal Insurance Cooperative Intergovernmental Agreement to be executed by its fully authorized Officers as of the date listed below.

VILLAGE OF BOURBONNAIS

_____ (Print Full Legal Name of Member)

By: _____

Name: _____

Title: _____

Date: _____