

**CITY OF COLUMBIA, ILLINOIS**

**ORDINANCE NO. 2919**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF THE IMLRMA  
MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT**

**Adopted by the  
City Council  
of the  
City of Columbia, Illinois  
this 5<sup>th</sup> day of December, 2011**

**Published in pamphlet form by  
authority of the City Council  
of the City of Columbia,  
Illinois, this 5<sup>th</sup> day  
of December, 2011**

DEC -5 2011

*J. Ronald Colyer*  
City Clerk

**ORDINANCE NO. 2919**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF THE IMLRMA  
MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT**

WHEREAS, the City of Columbia, Illinois (“City”), a member in good standing of the Illinois Municipal League Risk Management Association (“IMLRMA”) and party to the IMLRMA Intergovernmental Cooperation Contract, has been fully apprised of the IMLRMA Minimum/Maximum Contribution Agreement, which amends and supplements the IMLRMA Declarations Pages dated December 31, 2011 to December 31, 2012 and all endorsements thereto, as they pertain to the City; and

WHEREAS, the City Council of the City of Columbia, Illinois finds it to be in the best interests of the City to make its IMLRMA contribution in accordance with said IMLRMA Minimum/Maximum Contribution Agreement.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

**Section 1.** The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

**Section 2.** The City Council of the City of Columbia, Illinois, does hereby authorize the continued use of IMLRMA to provide professional risk management services to the City, and does further authorize and direct the Mayor and City Treasurer to execute and deliver the IMLRMA Minimum/Maximum Contribution Agreement, in the form attached hereto, evidencing the continued use of IMLRMA to provide such professional risk management services to the City, which IMLRMA Minimum/Maximum Contribution Agreement is hereby approved as to form, in as many counterparts as said City Officials shall determine.

**Section 3.** This ordinance shall be in full force and effect following its passage and publication in pamphlet form, as provided by law.

Alderman Roessler moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Mathews, and the roll call vote was as follows:

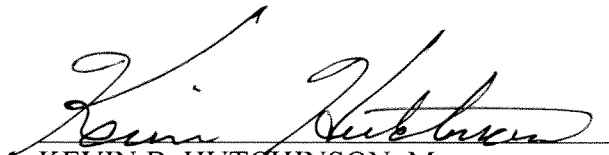
YEAS: Aldermen Ebersohl, Agne, Niemietz, Roessler, Huch, Mathews, Piazza  
and Reis.

NAYS: None.

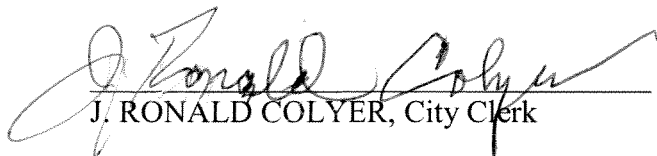
ABSENT: None.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 5<sup>th</sup> day of December, 2011.

  
\_\_\_\_\_  
KEVIN B. HUTCHINSON, Mayor

ATTEST:

  
\_\_\_\_\_  
J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF MONROE    )

**CERTIFICATE OF PUBLICATION**

I, J. Ronald Colyer, certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois.

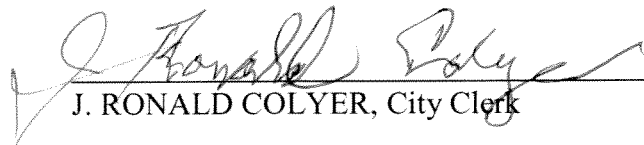
I further certify that on the 5<sup>th</sup> day of December, 2011, the Corporate Authorities of the City of Columbia, Illinois, passed and approved Ordinance No. 2919 entitled:

**“AN ORDINANCE AUTHORIZING THE EXECUTION OF THE IMLRMA  
MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT”**

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2919, including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the Columbia City Hall, commencing on December 6th, 2011 and continuing for at least ten (10) days thereafter. Copies of such ordinance were also made available for public inspection upon request in the office of the City Clerk.

DATED at Columbia, Illinois this 5th day of December, 2011.

  
\_\_\_\_\_  
J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF MONROE     )

**CERTIFICATE OF TRUE COPY**

I, J. Ronald Colyer, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois, and as such I am the keeper of the books, records, files and corporate seal of said City.


I do further certify that Ordinance No. 2919 entitled:

**“AN ORDINANCE AUTHORIZING THE EXECUTION OF THE IMLRMA  
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to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois, City Council held on the 5th day of December, 2011.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 5th day of December, 2011.

(SEAL)

  
\_\_\_\_\_  
J. RONALD COLYER, City Clerk

Educate. Advocate. Empower.

## IMLRMA MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT

This Agreement is between the Illinois Municipal League Risk Management Association (IMLRMA), an intergovernmental association formed pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the CITY OF COLUMBIA, a member of the IMLRMA. This Agreement amends and supplements the Declarations Pages dated December 31, 2011 to December 31, 2012 and all endorsements thereto.

### 1. DEFINITIONS

The following definitions shall apply for purposes of this Agreement:

"Loss Fund" -- Those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.

"Minimum Loss Fund" -- 85 percent of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.

"Maximum Loss Fund" -- 130 percent of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.

"Paid Claim Dollars" -- Those payments made by IMLRMA on claims including defense costs against the CITY OF COLUMBIA minus recovery from subrogation, deductible or salvage credited against those claim payments.

"Minimum Contribution" -- Minimum Loss Fund including reinsurance and excess premiums and administrative costs.

"Maximum Contribution" -- Maximum Loss Fund including reinsurance and excess premiums and administrative costs.

### 2. MINIMUM/MAXIMUM CONTRIBUTION BREAKDOWN

The CITY OF COLUMBIA hereby agrees to the following schedule of contributions:

	<u>Minimum Contribution</u>		<u>Maximum Contribution</u>
Reinsurance and Excess Premiums and Administrative Costs	\$ 60,537		\$ 60,537
Loss Fund Contribution	@ 85% \$ 129,093	@ 130%	\$ 197,436
	\$ 189,630		\$ 257,973

3. Based upon a comparison of paid claim dollars against the Loss Fund, IMLRMA will determine whether additional contributions beyond the minimum contribution will be required up to the maximum contribution.

4. For purposes of determining paid claims, IMLRMA will complete a semi-annual review of paid claim dollars.



**5. NOTICE**

IMLRMA hereby agrees to send, through its agents, written notice when paid claim dollars are equal to or greater than 60 percent of the Minimum Loss Fund.

IMLRMA agrees, through its agents, to send a second written notice when paid claim dollars equal or exceed 85 percent of the Minimum Loss Fund.

**6. BILLING/PAYMENT** -- The parties to this Agreement hereby agree to the following terms:

When paid claim dollars reach or exceed 100 percent of the Minimum Loss Fund, billing will be instituted on a yearly basis for those paid claim dollars in excess of the Minimum Loss Fund and billing will continue on a yearly basis until the Maximum Loss Fund limit is attained or all claims initiated during the coverage period are closed. Billings will be completed in July of each year for paid claim dollars through June 30.

The **CITY OF COLUMBIA** hereby agrees to make payment within 30 days of its receipt of billing.

7. All other definitions, conditions and coverages of the IMLRMA remain the same under this Agreement, including the handling of all claims.

8. This Agreement is to be interpreted and construed in accordance with the laws of the State of Illinois.

9. If any one portion or portions of this Agreement is found to be invalid or unenforceable, the remainder shall remain valid and binding on the parties.

The undersigned hereby affirm that they are duly authorized as agents to bind the parties to this Agreement.

\_\_\_\_\_  
Mayor/Village President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Treasurer/Comptroller/RMC

\_\_\_\_\_  
Date

\_\_\_\_\_  
IMLRMA, Managing Director

\_\_\_\_\_  
Date