

CITY OF GENOA
DEKALB COUNTY, ILLINOIS

ORDINANCE NO. 2023 - 18

ADOPTED BY
THE MAYOR AND
CITY COUNCIL
OF THE
CITY OF GENOA

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE RMA
MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT

Adopted November 1, 2023, by the Mayor and City Council of the City of Genoa
DeKalb County, Illinois, and approved and published in pamphlet form
This 1st day of November 2023.

CITY OF GENOA

ORDINANCE NO. 2023- 18

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

WHEREAS, the City Council of the City of Genoa, a member in good standing of the Illinois Municipal League Risk Management Association (RMA) and party to the RMA Intergovernmental Cooperation Contract, has been fully apprised of the RMA Minimum/Maximum Contribution Agreement which amends and supplements the RMA Declarations pages dated 01/01/2024 to 01/01/2025 and all endorsements thereto:

WHEREAS, the City Council of the City of Genoa finds it to be in the best interest of the municipality to make its RMA contribution in accordance with the RMA Minimum/Maximum Contribution Agreement.

NOW THEREFORE, be it ordained by the City Council of the City of Genoa, DeKalb County, Illinois, as follows:

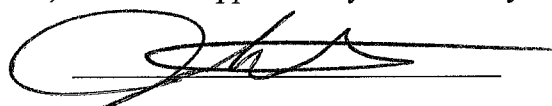
SECTION ONE: That the execution of the RMA Minimum/Maximum Contribution Agreement for a one (1) year period beginning 01/01/2024 and ending 01/01/2025 is hereby authorized.

SECTION TWO: That the Mayor and Finance Director are hereby granted authority to execute the RMA Minimum/Maximum Agreement which amends and supplements the RMA Declaration pages dated 01/01/2024 to 01/01/2025 and all endorsements thereto.

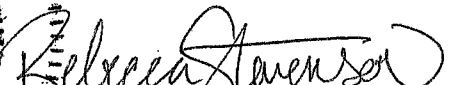
SECTION THREE: That this ordinance shall take effect immediately upon its passage and approval.

PASSED by the City Council of the City of Genoa, DeKalb County, Illinois at a regular meeting of the City Council thereof held on November 1, 2023 and approved by me as Mayor on the

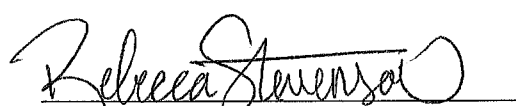
same day



Jonathon Brust, Mayor


Rebecca Stevenson, City Clerk

I, Rebecca Stevenson, Clerk of the City of Genoa, Illinois, do hereby Certify that the foregoing is a true and correct copy of Ordinance No. 2023- 18 as adopted the 1st day of November, 2023.


Rebecca Stevenson, City Clerk

CERTIFICATION

I, Rebecca Stevenson, do hereby certify that I am the duly elected, acting and qualified Clerk of the City of Genoa, DeKalb County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the Mayor and City Council of said City of Genoa.

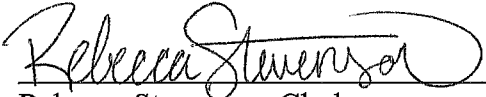
I do hereby further certify that at a regular meeting of the Mayor and City Council of the City of Genoa, held on the 1st day of November, 2023, the foregoing Ordinance entitled *An Ordinance Authorizing the Execution of the RMA Minimum/Maximum Contribution Agreement*, was duly adopted by the Mayor and City Council of the City of Genoa.

The pamphlet form of Ordinance No. 2023-18, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the City Hall, commencing on the 1st day of November, 2023, and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the City Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said City for safekeeping, and that I am the lawful custodian and keeper of the same.

GIVEN under my hand and seal of the City of Genoa, DeKalb County, this 1st day of November, 2023.




Rebecca Stevenson, Clerk
City of Genoa,
DeKalb County, Illinois



INVOICE

2024 Min/Max Contribution

The signed Min/Max Agreement must be returned with your payment.

PO Box 5180, Springfield, IL 62705-5180 | Ph: (217) 525-1220 | Fax: (217) 525-7438

Please return this form with payment after completing the information on the reverse side.

Date: October 2, 2023
 Member: City of Genoa
 Account #: 0212
 Indicate Payment Option (from list below): #1
 Amount Enclosed: \$ 102,398.49

MAKE CHECK PAYABLE TO RMA

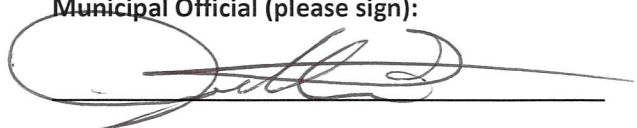
BILLING DETAIL

2024 IML RISK MANAGEMENT ASSOCIATION ANNUAL CONTRIBUTION	
Work Comp	\$41,063
Auto Liability & Comprehensive General Liability	\$34,655
Portable Equipment	\$1,109
Auto Physical Damage	\$1,793
Property	\$24,131
	<u>\$102,751</u>
2024 ILLINOIS MUNICIPAL LEAGUE MEMBERSHIP DUES*	\$ 675
INVOICE TOTAL	\$103,426

PLEASE CHOOSE ONE OF THE FOLLOWING PAYMENT OPTIONS and enter it in the space provided above:	
OPTION #1 – Pay Full Amount	
Contribution Amount	\$102,751.00
Minus 1% Savings	\$1,027.51
	<u>\$101,723.49</u>
Illinois Municipal League Dues	\$ 675.00
Total due by 11/17/23	\$102,398.49
OPTION #2 - Pay Full Amount	
Contribution Amount	\$102,751.00
Illinois Municipal League Dues	\$ 675.00
Total due by 12/15/23	\$103,426.00
OPTION #3 - Pay in two installments	
<u>Includes 1% installment fee</u>	
Contribution Amount	\$102,751.00
Plus 1% fee	\$1,027.51
	<u>\$103,778.51</u>
Illinois Municipal League Dues	\$ 675.00
	<u>\$104,453.51</u>
\$52,226.76	Due by 12/15/23
\$52,226.75	Due by 5/17/24

*Membership with the Illinois Municipal League (IML) is a requirement to remain a member of the IML Risk Management Association.

On behalf of the municipality named above ("Member"), I hereby warrant that I have the authority to sign this agreement on the Member's behalf. (If choosing the installment option, I acknowledge and understand that it is afforded only as a benefit for budgeting purposes and is not meant to allow for mid-term withdrawal.) I acknowledge and understand that Article 5 of the Intergovernmental Cooperation Contract ("Contract") prohibits termination of the Intergovernmental Cooperation Contract no less than 120 days prior to the first day of January of any given year. Per Article 5, I warrant that the Member will adhere to the Contract and pay all contributions when due.

Municipal Official (please sign):

 Title: Mayor
 Date: 11-1-2023

Minimum/Maximum Contribution Agreement

This Agreement is between the Illinois Municipal League Risk Management Association (RMA), an intergovernmental association formed pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the **CITY OF GENOA**, a member of RMA. This Agreement amends and supplements the declarations pages dated January 01, 2024 to January 01, 2025 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% of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Maximum Loss Fund – 130% 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 RMA on claims including defense costs against the **CITY OF GENOA** 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 GENOA** hereby agrees to the following schedule of contributions:

		<u>Minimum Contribution</u>		<u>Maximum Contribution</u>
Reinsurance and Excess				
Premiums and Administrative				
Costs		\$ 32,802		\$ 32,802
Loss Fund	@ 85%	<u>\$ 69,949</u>	@ 130%	<u>\$ 106,981</u>
Contribution		\$ 102,751		\$ 139,783

3. Based upon a comparison of paid claim dollars against the loss fund, RMA will determine whether additional contributions beyond the minimum contribution will be required up to the maximum contribution.
4. For purposes of determining paid claims, RMA will complete a semi-annual review of paid claim dollars.

5. **NOTICE**

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

RMA agrees, through its agents, to send a second written notice when paid claim dollars equal or exceed 85% 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 GENOA** hereby agrees to make payment within 30 days of its receipt of billing.

7. All other definitions, conditions and coverages of RMA remain the same under this Agreement, including the handling of all claims and member contribution payment schedules.

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/Town President

11-1-2023
Date



Treasurer/Comptroller/Risk Management Coordinator

11-1-2023
Date

Reserved for RMA use only

RMA Managing Director

Date