

NOTICE OF THE SPECIAL VILLAGE BOARD MEETING

The special meeting of the Village Board is scheduled for
Monday, November 22, 2021, beginning at 6:30 p.m.

A copy of the agenda for this meeting is attached hereto and
can be found at www.tinleypark.org.

NOTICE - MEETING MODIFICATION DUE TO COVID-19

As of June 11, 2021, Governor Pritzker moved Illinois to Phase 5. Under Phase 5, all sectors of the economy can resume at regular capacity with new safety guidelines and procedures. Pursuant to the Illinois Department of Commerce & Economic Opportunity's Guidelines, it is recommended that any individual appearing in-person wear a face-covering to cover their nose and mouth.

Meetings are open to the public, but members of the public may continue to submit their public comments or requests to speak telephonically in advance of the meeting to clerksoffice@tinleypark.org or place requests in the Drop Box at the Village Hall by noon on November 22, 2021. Please note, written comments will not be read aloud during the meeting. A copy of the Village's Temporary Public Participation Rules & Procedures is attached to this Notice.

Kristin A. Thirion
Clerk
Village of Tinley Park

**VILLAGE OF TINLEY PARK
TEMPORARY PUBLIC PARTICIPATION RULES & PROCEDURES**

As of June 11, 2021, Governor Pritzker moved Illinois to Phase 5. Under Phase 5, all sectors of the economy can resume at regular capacity with new safety guidelines and procedures. Pursuant to the Illinois Department of Commerce & Economic Opportunity's Guidelines, it is recommended that any individual appearing in-person wear a face-covering to cover their nose and mouth.

The Mayor of Tinley Park is issuing the following rules for all Village Board and other public meetings in order to promote social distancing as required by the aforementioned Executive Orders and the requirements of the Open Meetings Act:

Written Comments

After publication of the agenda, email comments to clerksoffice@tinleypark.org. When providing written comments to be included as public participation at a public meeting, clearly identify the following in the subject line:

- The date of the meeting;
- The type of meeting for the written comments (e.g. Village Board meeting, Zoning Board of Appeals meeting, Plan Commission meeting, etc.);
- Name and any other identifying information the participant wish to convey to the public body;
- The category of public participation (e.g., Receive Comments from the Public, Agenda Items, etc.);
- For specific Agenda Items, identify and include the specific agenda item number;
- The entire content of the comments will be subject to public release. The Village of Tinley Park is under no obligation to redact any information.

The contents of all comments will be provided to the relevant public body for their review. **Written comments will not be read aloud during the meeting. If you wish to publicly address the public body, you may request to participate via teleconference as described below.**

Comments must be submitted by 12:00 pm on the day of the meeting. However, it is strongly recommended that comments be emailed not less than twenty-four (24) hours prior to the meeting so the appropriate Board members, Commissioners, Board members, and Committee members have sufficient time to review the comments prior to the meeting.

Live Public Participation During Meeting

After publication of the agenda, those wishing to participate in a live telephone call option at a public meeting must register by 12:00 pm on the day of the meeting. A Village representative will call the participant at the relevant portion of the meeting and the participant will be allowed to participate telephonically at the meeting. To participate in a live telephone call during the meeting, a request shall be submitted by email to clerksoffice@tinleypark.org. The following information must be included the subject line:

- The date of the meeting;
- The type of meeting for the written comments (e.g. Village Board meeting, Zoning Board of Appeals meeting, Plan Commission meeting, etc.);
- Name and any other identifying information the participant wish to convey to the public body;
- The category of public participation (e.g., Receive Comments from the Public, Agenda Items, etc.); and
- For specific Agenda Items, identify and include the specific agenda item number.

If the participant provides an email address, they will receive a confirmation email that their request has been logged. If the participant provides an email address and does not receive a confirmation email, they may call (708) 444-5000 during regular business hours to confirm the application was received.

Upon successful registration, the participant's name will be placed on an internal Village list. On the date and during relevant portion of the meeting, the participant will be called by a Village representative. The Village representative will call the provided telephone number and allow the phone to ring not more than four (4) times. If the call is not answered within those four (4) rings, the call will be terminated and the Village representative will call the next participant on the list.

The public comment should be presented in a manner as if the participant is in attendance at the meeting. At the start of the call, the participant should provide their name and any other information the participant wishes to convey. For comments regarding Agenda Items, identify and include the specific agenda item number. The participant should try to address all comments to the public body as a whole and not to any member thereof. Repetitive comments are discouraged. The total comment time for any single participant is three (3) minutes. Further time up to an additional three (3) minutes may be granted by motion. A participant may not give his or her allotted minutes to another participant to increase that person's allotted time.

MEETING NOTICE

NOTICE IS HEREBY GIVEN that the Special Meeting of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Monday, November 22, 2021, beginning at 6:30 p.m. in the Council Chambers at the Tinley Park Village Hall, 16250 S. Oak Park Avenue, Tinley Park, Illinois 60477.

- 6:30 p.m. CALL TO ORDER
- PLEDGE OF ALLEGIANCE
- ROLL CALL

ITEM #1

SUBJECT: CONSIDER ADOPTING RESOLUTION 2021-R-114 APPROVING MEMBERSHIP IN THE ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATION CONTRACT – **Trustee Brady**

ACTION: Discussion: This Resolution authorizes a contract between the Village and the Illinois Municipal League Risk Management Association for liability insurance. The Village has selected a Minimum/Maximum Contribution plan in which the Village will pay a minimum premium of \$919,601; maximum contribution costs shall not exceed more than \$1,452,787. This contract is for the policy year of January 1, 2022 through January 1, 2023. This item was discussed at the Committee of the Whole on November 16th. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #2

SUBJECT: RECEIVE COMMENTS FROM THE STAFF

COMMENTS: _____

ITEM #3

SUBJECT: RECEIVE COMMENTS FROM THE BOARD

COMMENTS: _____

ITEM #4

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC

COMMENTS: _____

ADJOURNMENT



Interoffice Memo

Date: November 19, 2021
To: Village Board
From: Hannah Lipman, Assistant Village Manager
Cc: Pat Carr, Village Manager
Subject: Liability Insurance

Following discussion at the November 16th Committee of the Whole, the Village Board elected to switch liability insurance carriers. This item authorizes a contract between the Village and the Illinois Municipal League Risk Management Association for liability insurance. The Village has selected a Minimum/Maximum Contribution plan in which the Village will pay a minimum premium of \$919,601; maximum contribution costs shall not exceed more than \$1,452,787. This contract is for the policy year of January 1, 2022 through January 1, 2023. The current liability insurance policy ends December 1, 2021. IML RMA has waived payment for tail coverage for the month of December to ensure the Village is properly covered.

Illinois Municipal League

RMA

Risk
Management
Association

**Intergovernmental
Cooperation
Contract**

AUTHORITY TO EXECUTE CONTRACT

This Contract is entered into pursuant to the provisions of the 1970 Illinois Constitution Article VII, Section 10, entitled “Intergovernmental Cooperation” and the powers contained in Chapter 5, Act 220 of the Illinois Compiled Statutes 2000, entitled “Intergovernmental Cooperation Act.”

WITNESSETH:

WHEREAS, the public interest requires and it is to the mutual interest of the parties hereto to join together to establish and operate a cooperative program of risk management and loss coverage for municipal operations; and

WHEREAS, the operation of such a cooperative program is of such magnitude that it is necessary for the parties to this Contract to join together to accomplish the purposes hereinafter set forth; and

WHEREAS, each of the public entities which is a party to this Contract has the power to establish and operate a program of risk management; and

WHEREAS, each of the parties to the Contract desires to join together with the other parties for the purpose of creating self-insured reserves against losses and jointly purchasing excess insurance, reinsurance and administrative services in connection with a cooperative program of risk management.

NOW, THEREFORE, for and in consideration of the mutual advantages to be derived therefrom and in consideration of the execution of this Contract by the participating municipalities which are parties hereto, each of the parties hereto does agree as follows:

ARTICLE 1. DEFINITIONS

The following definitions shall apply to the provisions of this Contract and its By-Laws:

(a) “Association” shall mean the Illinois Municipal League Risk Management Association created by this Contract.

(b) “Board” and “Board of Directors” shall mean the governing body of the Association.

(c) “Claims management” shall mean the process of identifying, controlling and resolving demands by individuals or public entities to recover losses from any Member of the Association. Disposing of such demands for payment requires skills in insurance law, adjusting/investigation, loss control engineering and general business. Claims management is the function of supervising legal, adjusting, investigation and engineering services to resolve such demands.

(d) “Municipality” means any participating city, village or incorporated town situated in the State of Illinois which is a member of the Illinois Municipal League and is a party to this Contract.

(e) “Risk” as used in the Contract and By-Laws means any loss covered by the provisions of the policy terms which accompany this Contract.

(f) “Risk Management” shall mean the process of identifying, evaluating, reducing, transferring, and eliminating risks. Risk Management includes various methods of funding claims payments, and includes elements of insurance, law, administration, technology and general business utilized to effectively manage risks.

(g) “Risk Management Service” shall mean the management, administration and entire operation of the Cooperative programs of Risk Management of the Association.

(h) “Managing Director” means the individual who supervises the day-to-day operation of the Association.

ARTICLE 2. ASSOCIATION NAME

There is hereby created an entity, the full legal name of which shall be the “Illinois Municipal League Risk Management Association,” and which may be referred to herein as the “Association.” The principal office of the Association shall be the same as the principal office of the Illinois Municipal League which is located at 500 East Capitol Avenue, Springfield, Illinois.

ARTICLE 3. ASSOCIATION POWERS

(a) The Association shall have the power and the duty to establish and operate a program of Risk Management.

(b) The Association is authorized to make and enter into contracts necessary to accomplish the purposes of this Contract. The foregoing powers include, but are not limited to, the power to contract for excess insurance or reinsurance, provide claims administration services and provide consulting services, make inspections of participant facilities and administer a safety program.

(c) By this Contract the parties hereto through the Association agree to provide and pay the cost of all of the Risk Management Services described herein, to jointly obtain and pay the costs of premiums for excess insurance or reinsurance as may be found by the Board to be necessary from time to time, and to make contributions to the Association as required by this Contract.

ARTICLE 4. ADMINISTRATION

The Association shall be governed by its Board of Directors and the directions of the Board shall be carried out by the Managing Director, all as more fully described in the By-Laws of the Association.

ARTICLE 5. MEMBERS, TERMS, WITHDRAWAL, EXPULSION

(a) Each municipality which is a member of the Illinois Municipal League is eligible to join the Association.

(b) Each municipality which is a party to this Contract is a “Member” of the Association and is entitled to the rights and privileges and is subject to the obligations of Members, all as provided for in this Contract and the By-Laws.

(c) New Members shall be accepted upon application to the Association and acceptance by the prospective Member of the financial requirements and fund contribution requirements then in force and effect.

(d) A municipality which is a party to this Contract hereby agrees to remain a Member of the Association for not less than one (1) year. A Member may withdraw its membership for any year thereafter upon the giving of not less than one hundred twenty (120) days written notice to the Managing Director. No membership may terminate prior to the last day of December of any given year.

- (e) A party to this Contract may be excluded from membership when it:
- (1) Fails to comply with the terms of the Contract or;
 - (2) Fails to comply with a written term or condition imposed by a majority vote of the Board of Directors including the safety standards established by the Board.

(f) The Board may, by a majority vote, terminate and exclude the offending Member from any and all benefits of membership in the Association which shall include forfeiture of any and all monies theretofore paid by that Member or assessed against that Member.

(g) If a municipality withdraws or is expelled as a Member of the Association, any contributions of that Member remaining in the funds of the Association at that time shall be the property of the Association. If this Contract is finally terminated as to all parties which are then Members, any money or assets in possession of the Association after the payment of all liabilities, costs, expenses and charges incurred pursuant to this Contract shall be returned to those parties in proportion to their contributions thereto determined as of the date of termination.

ARTICLE 6. PLAN OF COVERAGE AND COST

Each Member hereby agrees to contribute to the Association a sum of money to be determined by the Association at the time of application based on the needs of the Association and the loss experience of the member, which sum shall constitute the cost of the Member's first-year contribution for membership in the Association. Membership contributions for second and subsequent years shall be calculated in accordance with the loss experience of the Member, and the needs of the Association including total losses and expenditures of the Self-Insured Retention Fund of the Association.

The Board shall determine if any Member has a risk or risks which the Board determines to be unusual or extraordinary. If it is determined that such a risk or risks exists and that the coverage of such risk will be unusual or extraordinary, the Board may at the option of the Member either increase the annual contribution of that Member or exclude the particular risk from coverage.

Each Member will be covered in its operations against risk of loss as described in this Contract and the coverage terms which accompany the Contract. Coverage will consist of: 1) a self-insured retention (S.I.R.), established by the Association from Member contributions, which will pay the amounts and be subject to the deductibles as set forth in the coverage terms; and 2) excess insurance or reinsurance coverage (to pay losses that exceed the S.I.R. limits set forth in the coverage terms) with limits as established by the Board of Directors.

Each year the Board shall determine the payments to be made by the members for the following year.

ARTICLE 7. LIMITATIONS ON LIABILITY COVERAGE

It is the intention of all participants in the Association that neither this Contract nor any coverage purchased by the Association shall extend to or provide coverage for any liability from which any Member is immune under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, as it is now constituted or may hereafter be amended.

ARTICLE 8. MANAGEMENT SERVICES

The Association will utilize the services, facilities and personnel of the Illinois Municipal League for Association purposes so long as it is practical and desirable in the opinion of the Board. It will reimburse the League for the actual cost of any such services, use of facilities or use of personnel.

In addition to paying the cost of services, facilities and personnel utilized from the League offices the Association will pay to the League an annual management fee as approved by the Board.

ARTICLE 9. PROHIBITION AGAINST ASSIGNMENT

No Member may assign any right, claim or interest it may have under this Contract, and no creditor, assignee or third party beneficiary of any member shall have any right, claim or title to any part, share, interest, funds, premium or asset of the Association.

ARTICLE 10. ENFORCEMENT

The Association and the parties hereto shall have the power to enforce this Contract by action brought in any court of law having proper jurisdiction. It is agreed that such a suit may be filed only in Sangamon County, Illinois.

ARTICLE 11. INVALIDITY

Should any portion, term, condition or provision of this Contract be determined by a court of competent jurisdiction to be invalid under any law of the State of Illinois or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

ARTICLE 12. BY-LAWS INCORPORATED BY REFERENCE

The Association and its Members shall be subject to and governed by the By-Laws which are by this reference, made a part of this Contract.

ARTICLE 13. CONTRACT COMPLETE

The foregoing constitutes the full and complete Contract of the member municipalities. There are no oral understandings or agreements not set forth in writing herein. The Contract is binding on each Member of the Association.

ARTICLE 14. DATE CONTRACT EFFECTIVE

This Contract shall become effective upon the occurrence of the following events: (1) each Member executing a copy of the Contract; (2) each Member depositing with the Association the contributions required by this Contract; and (3) determination being made by the Board that a sufficient number of Members have subscribed and contributions been made to fund the cost of providing the services and benefits required under the Contract. Each Member which has agreed in writing to become a party of this Contract shall be bound to continue as a Member for the minimum period set forth in this Contract and thereafter may withdraw only as provided by this Contract and the By-Laws adopted by the Association.

Each municipality which is a Member of this Association agrees upon the execution of the Contract to appropriate each year, by ordinance, a sum of money sufficient to pay all charges and assessments set forth in Article 6 plus its pro rata share of any deficits which may occur in the Self-Insured Retention Fund.

ARTICLE 15. TERM OF AGREEMENT

This Contract shall continue in effect until it is rescinded by mutual consent of the parties hereto terminated in the manner provided herein or in the By-Laws.

ARTICLE 16. TERMINATION

This Contract may be terminated at any time on or after one (1) year from its effective date by a vote of two-thirds of the members of the Board of Directors. Remaining assets after the payments of all claims, and expenses and establishment of necessary reserves shall be distributed pro rata among the Members.

ARTICLE 17. AMENDMENT

This Contract may be amended upon the affirmative vote of two-thirds of the members of the Board. A copy of any amendment so approved shall be mailed to each member of the Association.

IN WITNESS WHEREOF, the parties hereto have entered into this Contract by the execution of a signature page which will be attached to the official master copy of this Contract and by the execution of a duplicate copy of the Contract which duplicate copy will be retained by the Member. The master copy shall be retained in the offices of the Association.

Executed by the _____ of _____
(City/Village/Town) (Municipality Name)

pursuant to Ordinance No. _____. Adopted and approved the ____ day of _____, 20____.

MAYOR or PRESIDENT

Attest:

CLERK

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 **VILLAGE OF TINLEY PARK**, a member of RMA. This Agreement amends and supplements the declarations pages dated January 01, 2022 to January 01, 2023 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 – 55% of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Maximum Loss Fund – 110% 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 **VILLAGE OF TINLEY PARK** 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 **VILLAGE OF TINLEY PARK** hereby agrees to the following schedule of contributions:

	<u>Minimum Contribution</u>		<u>Maximum Contribution</u>
Reinsurance and Excess Premiums and Administrative Costs	\$ 386,416		\$ 386,416
Loss Fund Contribution	@ 55% \$ 533,185		@ 110% \$1,066,371
	\$ 919,601		\$1,452,787

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 **VILLAGE OF TINLEY PARK** 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

Date

Treasurer/Comptroller/Risk Management Coordinator

Date

Reserved for RMA use only
