

# Village of Itasca

550 W. Irving Park Rd., Itasca, Illinois 60143-2018

## Village Board Meeting Agenda March 15, 2016

7:00 p.m.

President: Jeffery J. Pruyn  
Trustees: Jeff Aiani  
Marty Hower  
Michael J. Latoria  
Ellen Leahy  
Frank J. Madaras  
Lucy Santorsola  
Clerk: Melody J. Craven  
Administrator: Evan Teich

Phone: 630.773.0835  
FAX: 630.773.2505

1. Call To Order; Roll Call
2. Pledge Of Allegiance
3. Audience Participation
4. Presentation Of Village Board Meeting Minutes Of March 1st, 2016

Documents: [20160301 VLG BD MTG MINUTES.PDF](#)

5. President's Comments
  - a. Oath Of Office To Probationary Patrol Officer Anders Langlo
  - b. Announcement Of Special Village Board Meeting On March 22nd At 7:00PM At The Holiday Inn Itasca At 860 W. Irving Park Rd. To Inform The Public On ComEd's Proposed West Central Reliability Project And Its Impact On Itasca.
  - c. Appointment Of Ms. Jody Conidi To Police Commission To Fill An Unexpired 3-Year Term (Term Will Expire April 30, 2017).
  - d. Appointment Of William Kolf To Police Pension Board For A 2-Year Term (Term Will Expire April 30, 2018).
  - e. Re-Appointment Of Timothy Ivers To Police Pension Board For 2-Year Term (Term Will Expire April 30, 2017).
6. Community Development Committee  
Trustee Latoria, Chairperson
  - a. Discussion And Possible Action Concerning A New Business Application Request For Systematic Screen Printing, LCC, A Manufacturing Company To Be Located At 1625 Norwood Ave.

Documents: [SYSTEMATIC SCREEN PRINTING- 1625 NORWOOD ZONING CERTIFICATE REQUEST.PDF](#)

- b. Discussion And Possible Action Concerning A New Business Application Request For

LiveVoice LLC, A Telephone Answering Service To Be Located At 963 W. Hawthorne Drive.

Documents: [LIVE VOICE LLC- 963 W. HAWTHORNE ZONING CERTIFICATE REQUEST.PDF](#)

- c. Discussion And Possible Action Concerning Refund Order Of Cash Performance/Road Bond For Permit #23611 To Ketan Patel For New Construction Of A Single Family Home At 768 N. Willow Street As Recommended By The Community Development Department.

Documents: [REFUND ORDER - 768 N WILLOW ST.PDF](#)

7. Administration Committee

Trustee Santorsola, Chairperson

- a. Discussion And Possible Action To Join The Intergovernmental Personnel Benefit Cooperative (IPBC).

Documents: [IPBC MEMO\\_3.15.16.PDF](#), [IPBCBY-LAWS.PDF](#), [NIHII CONTRACT AND BY-LAWS SIGNATURE\(UPDATED 031714\).PDF](#), [NIHISUB-POOLACCEPTGMEMBERSHIPINSUBPOOL-RES .PDF](#), [IPCB 101.PDF](#)

8. Environment Committee

Trustee Leahy, Chairperson

- a. Discussion Of The May 7th Village Event, GREEN Day

9. Finance Committee

Trustee Hower, Chairperson

10. Public Safety Committee

Trustee Madaras, Chairperson

- a. Discussion And Possible Action Concerning The Promotion Of A Patrol Officer To A Sergeant.
- b. Discussion And Possible Action To Fill The Vacant Deputy Chief Of Administration Position.

11. Public Works/Infrastructure Committee

Trustee Aiani, Chairperson

12. Consent Agenda

- a. Discussion And Possible Action Concerning Ordinance No. 1797-16, "An Ordinance Adopting The Village Of Itasca 2016 Official Zoning Map."

Documents: [ORD NO 1797-16.PDF](#)

- b. Discussion And Possible Action Concerning Resolution No. 847-16, "A Resolution Adopting An Economic Development Plan 2016"

Documents: [RES NO 847-16.PDF](#)

- c. Discussion And Possible Action Concerning Resolution No. 848-16, "A Resolution Authorizing Execution Of A Cost Participation Letter From The Illinois Tollway Regarding Construction Work On Illinois Route 390 From Arlington Heights Road To Lively Boulevard"

Documents: [RES NO 848-16.PDF](#)

13. Department Head Reports

14. Executive Session

15. Adjournment



## VILLAGE OF ITASCA BOARD OF TRUSTEES MEETING MINUTES

March 1, 2016 – 7:00PM

- Call to Order:** Mayor Jeff Pruyn called the meeting to order at 7:12PM.
- Roll Call:** Present: Trustees – Marty Hower, Jeff Aiani, Mike Latoria, Frank Madaras, Ellen Leahy, Lucy Santorsola; Deputy Village Clerk – Jacob Lawrence.
- Also present: Village Administrator – Evan Teich; Village Attorney – Chuck Hervas; Chief of Police – Robert O'Connor; Community Development Director – Nancy Hill; Director of Public Works – Ross Hitchcock; Finance Director – Julie Ciesla; Village Engineering Consultant – Aaron Fundich; Village Engineering Consultant – Scott Marquardt.
- Absent: Village Clerk – Melody Craven.
- Pledge of Allegiance:** Mayor Pruyn led everyone in saying the Pledge of Allegiance.
- Audience Participation:** None.
- Minutes:**  
(February 16, 2016) Mayor Pruyn asked if there were any questions or corrections regarding or corrections to the Village Board Meeting minutes of February 16, 2016 as presented. Trustee Leahy seconded the motion. Motion carried by a unanimous voice vote.
- President's Comments:**  
(Oath of Office for Keith Endres) Mayor Pruyn thanked Deputy Chief Dean Myles for his 27 years of dedicated service to the Village. The Board, staff, and audience congratulated him with a standing ovation and applause.
- Mayor Pruyn reported on the oath of office for Probationary Patrol Officer Keith Endres. Officer Endres and family were present in the audience. Mayor Pruyn and Officer Endres recited the oath of office. Family and group pictures proceeded. Mayor Pruyn asked the Board for a short recess in order for celebration.
- Recess:** The Village Board recessed at 7:17PM.
- Reconvene:** The Village Board reconvened at 7:38PM.
- President's Comments:**  
(Employee Merit Pay) Mayor Pruyn presented discussion and possible action concerning a proposed merit system. Mayor Pruyn asked to continue Trustee Hower's motion to recommend approval of option #1 to the March 8<sup>th</sup> Finance Committee meeting at 6:45PM. Hearing no objection, Trustee Santorsola made the motion; Trustee Latoria seconded. Motion carried by a unanimous voice vote.
- (Joint Village Board & Plan Mayor Pruyn called for a joint session of the Village Board and

Commission Meeting on  
Wednesday, March 16<sup>th</sup>)

the Plan Commission on Wednesday, March 16<sup>th</sup>, 2016 at 7:00PM for discussion and possible action concerning the BDI market study. Hearing no objection, Trustee Latoria made the motion; Trustee Hower seconded. Motion carried by a unanimous voice vote.

(DuPage Mayors and  
Managers Conference's  
Legislative Agenda)

Mayor Pruyn presented discussion and possible action concerning the approval of DuPage Mayors And Managers Conference's legislative agenda. Hearing no objection, Trustee Aiani made a motion to adopt the resolution; Trustee Santorsola seconded. Roll Call Vote: Ayes – Trustees Santorsola, Latoria, Madaras, Aiani, Leahy, Hower; Nays – None; Absent – None; Abstain – None. Motion carried.

(Illinois Municipal League's  
Legislative Agenda)

Mayor Pruyn presented discussion and possible action concerning the approval of Illinois Municipal League's legislative agenda. Hearing no objection, Trustee Hower made a motion to adopt the resolution; Trustee Leahy seconded. Roll Call Vote: Ayes – Trustees Santorsola, Latoria, Madaras, Aiani, Leahy, Hower; Nays – None; Absent – None; Abstain – None. Motion carried.

(Ordinance 1792-16)

Mayor Pruyn presented discussion and possible action concerning Ordinance 1792-16, "An Ordinance Increasing the Number of Class A Liquor Licenses from Five to Six (Bobby's Lucky Slots at 923 W. Irving Park Road." Hearing no objection, Trustee Latoria made a motion to adopt Ordinance 1792-16; Trustee Madaras seconded. Roll Call Vote: Ayes – Trustees Santorsola, Latoria, Madaras, Aiani, Leahy, Hower; Nays – None; Absent – None; Abstain – None. Motion carried.

**Community Development  
Committee:**

Trustee Latoria, Chairperson  
(New Business Application for  
BGC Holdings – 923 W. Irving  
Park Rd.)

Trustee Latoria presented discussion and possible action concerning a new business application request for BGC Holdings- Itasca LLC to operate a video gaming café at 923 W. Irving Park Rd. as recommended by the Community Development Department. Hearing no objection, Trustee Latoria made a motion to approve the new business application; Trustee Madaras seconded. Motion carried by a unanimous voice vote.

**Administration Committee:**

Trustee Santorsola, Chairperson

Trustee Santorsola reported that there will be an Intergovernmental Committee Meeting on Monday, March 7<sup>th</sup>, 2016 at 5:45PM.

Trustee Santorsola also reported that the Shape of Itasca event will be held at the Itasca Holiday Inn on May 9<sup>th</sup>.

**Finance Committee:**

Trustee Hower, Chairperson

Trustee Hower presented discussion and possible action concerning Resolution 846-16, "A Resolution Authorizing Execution of an Agreement between the Village of Itasca and Pearlshire Capital Group, LLC, Concerning the Property Commonly Known as The Holiday Inn Itasca." Mr. Evan Teich provided some additional background information about the resolution. Hearing no objections, Trustee Hower made a

motion to approve the resolution; Trustee Aiani seconded. Roll Call Vote: Ayes – Trustees Santorsola, Latoria, Madaras, Aiani, Leahy, Hower; Nays – None; Absent – None; Abstain – None. Motion carried.

**Environmental Committee:**  
Trustee Leahy, Chairperson

Trustee Leahy reported that the Green Day recycling event will occur on May 7<sup>th</sup>. Mr. Teich added that there will be a cost for televisions and computer monitors; as a result, the Village will suggest only bringing one television or computer monitor per vehicle. Mr. Teich thanked Fred Maier for his hard work on the event.

**Public Safety Committee:**  
Trustee Madaras, Chairperson  
(Public Safety Committee Meeting at 6:00PM on March 15<sup>th</sup>, 2016)

Trustee Madaras motioned for a Public Safety Committee meeting at 6:00PM on March 15<sup>th</sup>, 2016, to discuss Chief O'Connor's staffing report; Trustee Aiani seconded. Motion carried by a unanimous voice vote.

(Ordinance 1793-16)

Trustee Madaras presented discussion and possible action concerning Ordinance 1793-16, "An Ordinance to Dispose of Surplus Village Property (Surplus Firearms)." Chief O'Connor reported that this disposal will earn the Police Department points towards an accreditation program. Hearing no objections, Trustee Madaras made a motion to approve the resolution; Trustee Latoria seconded. Roll Call Vote: Ayes – Trustees Santorsola, Latoria, Madaras, Aiani, Leahy, Hower; Nays – None; Absent – None; Abstain – None. Motion carried.

**Public Works/Infrastructure Committee:**  
Trustee Aiani, Chairperson

Trustee Aiani had no report.

**Consent Agenda:**

Trustee Aiani made a motion to approve items "a" through "d" on the Consent Agenda as follows; Trustee Latoria seconded the motion. Roll Call Vote: Ayes – Trustees Santorsola, Latoria, Madaras, Aiani, Leahy, Hower; Nays – None; Absent – None; Abstain – None. Motion carried.

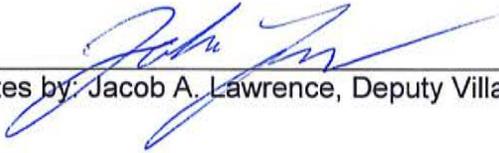
- a. Discussion and possible action concerning Resolution 845-16, "A Resolution Authorizing Execution of a Letter of Agreement between the Village of Itasca and Hamilton Lakes Property Owners Association Concerning the Pedestrian Bridge Maintenance and a Water Main Extension Installation."
- b. Discussion and possible action concerning Ordinance 1794-16, "An Ordinance Granting Approval of an Amended Special Use Permit and Variances for 400 East Orchard (Itasca Country Club)."
- c. Discussion and possible action concerning Ordinance 1795-16, "An Ordinance Granting Approval for a Class I Site Plan, a Special Use Permit and Variance for 524 North Rush Street (St. Peter the Apostle Catholic Parish)

- d. Discussion and possible action concerning Ordinance 1796-16, "An Ordinance Approving and Accepting a Plat of Dedication for a Portion of North Rush Street in the Village of Itasca."

**Voucher:** Trustee Hower made a motion to approve the voucher dated March 1, 2016 in the amount of \$285,574.48; Trustee Leahy seconded the motion. Roll Call Vote: Ayes – Trustees Santorsola, Latoria, Madaras, Aiani, Leahy, Hower; Nays – None; Absent – None; Abstain – None. Motion carried.

**Department Heads:** Mayor Pruyne stated he would hear Department Head reports at the Committee of the Whole Meeting following the Village Board Meeting.

**Adjournment:** Trustee Latoria made a motion to adjourn the Village Board meeting at 7:58PM; Trustee Santorsola seconded the motion. Motion carried by a unanimous voice vote.

  
Minutes by: Jacob A. Lawrence, Deputy Village Clerk



# Village of Itasca Community Development Department

550 WEST IRVING PARK RD. ITASCA, IL 60143  
PHONE: 630/773-5568 FAX: 630/773-0852  
e-mail: smalik@itasca.com  
www.itasca.com

## MEMORANDUM

**TO:** President Jeff Pruyn  
Village Board of Trustees

**RE:** New Business Application Request  
Systematic Screen Printing, LLC  
1625 Norwood Ave.

**FROM:** Shannon L. Malik, AICP  
Planner III

**VB** March 15, 2016

**DATE:**

**CC:** Nancy Hill  
File

**ENCL:** Business License Application

I recommend conditional approval of the following Zoning Certificate Request:

**Company Name:** Systematic Screen Printing  
**Address:** 1625 Norwood Ave.  
**Zoning:** M- Manufacturing

Systematic Screen Printing, Inc. is a Bensenville based business relocating to 1625 Norwood Avenue. They specialize in manufacturing custom point-of-purchase displays. The proposed use is permitted in the M-Manufacturing District.

Systematic Screen Printing, Inc. is the contract purchaser for 1625 Norwood Avenue. The Village Board will recall discussing this property recently when Fellowes came forward to request subdivision and variance approvals in order to accommodate a lot line shift between this lot and the lot to the west.

Fellowes was granted preliminary approval with conditions. The conditions included in the approved ordinance (1788-16) include:

1. Consider the request for Plat of Subdivision approval to be "Preliminary" in nature. The applicant will have to make the requested revisions and eliminate the building connections between Lot 1 and 3 prior to Final Plat approval and recordation.
2. If the same owner purchases Lot 1 and Lot 2, the building connection will be allowed to remain as an existing non-conformity. If different owners purchase the lots, the connection will need to be removed before the Final Plat can be approved and recorded.
3. All proposed parking changes and restriping must be completed and a new plat of survey showing improvements must be provided prior to Final Plat recordation.
4. Revise Preliminary Plat of Subdivision to show all proposed lot line dimensions.
5. Any future parking improvements must meet the surfacing requirements of the Zoning Ordinance (12.07)(3) and Development Standards and Specifications.
6. The project must comply with all Village Ordinances, Building Codes, Subdivision Regulations, Standards Specifications, and the DuPage County Stormwater Ordinance.
7. Any favorable recommendation is subject to final engineering approval and adherence to Consulting Engineer McKenna's review memo dated December 7, 2015.

- 
8. Any favorable recommendation is subject to adherence to Fire Marshal Morris' Fire District comments dated November 10, 2015 and final approval from the Roselle Fire District.

Fellowes is working toward finalizing these items so that the final plat can be recorded and so the land sale documents accurately reflect the new lot lines. The management team for Systematic Screen Printing is aware of the conditions of Fellowes approval.

Staff Recommendation:

The proposed use is permitted in the M-Manufacturing District, and, in order to guarantee that Fellowes' conditions of approval are met, staff strongly recommends that the Village Board make any Zoning Certificate Request approval subject to the following:

- A. Issuance of a temporary certificate of occupancy for 180 days to allow time for Fellowes to complete the requirements of Ordinance 1788-16. Once the conditions are met and the Final Plat is approved, the business will be issued a full certificate of occupancy.
- B. The Village Board may wish to make any approval contingent upon requiring an expansion of the number of available on-site parking spaces if there is a shortage of parking in the future. Fellowes indicated that there is space available for a future parking lot expansion in front of the building on the Hilltop side.

As discussed during the Fellowes public hearing, once the subdivision is finalized, the number of parking spaces which are currently available at 1625 Norwood will be reduced. Staff spoke to the president of Systematic Screen Printing and ascertained that the typical number of employees that will be on site at any given time will be approximately 35, although the company may employ between 45-55 total employees. For a use of this type, the Zoning Ordinance requires 26 parking spaces and 37 have been provided. While technically, there is not a parking shortage, a concern for a practical shortage was discussed at the Plan Commission.



# VILLAGE OF ITASCA NEW BUSINESS APPLICATION

Please Note: The business name, address, phone, fax, e-mail, website, and description will be listed in the Itasca Online Business Directory.

### General Information

Today's Date: 2/10/2016 Move-In Date: \_\_\_\_\_ Date you assume(d) control of property through lease or purchase: \_\_\_\_\_

Business Name: SYSTEMATIC SCREEN PRINTING, INC.

Current Address: 840 INDUSTRIAL DR, BENSENVILLE, IL 60106

Proposed Itasca Address: 1625 NORWOOD, ITASCA, IL 60143

Mailing Address (if different from Itasca Address): 840 INDUSTRIAL, BENSENVILLE, IL 60106

Phone: 630-521-1123 Fax: 630-521-1921 Illinois Business Tax Number: \_\_\_\_\_

Email: Govind.systematicsinc.net Website: Systematics.net

Does your business collect retail sales tax?  Yes  No

Description of Business: Manufacturer of Point of Purchase Custom displays  
(Contract Purchaser from Follows)

### Owner/Principal/Site Manager Information

### Contact Information (if different from owner/principal/site manager)

Name: GOVIND SANGHANI Name: GOVIND SANGHANI

Title: PRESIDENT Title: PRESIDENT

Phone: 630-670-6651 Phone: 630-670-6651

E-mail: Govind.P.systematicsinc.net E-mail: govind@systematicsinc.net

### Site Information

|  |              |  |              |
|--|--------------|--|--------------|
| Sq. Ft. of Retail Space:                   | _____        | Number of Company Vehicles Parked On-Site:           | _____        |
| Sq. Ft. of Office Space:                   | _____        | Number of Vending Machines On-Site:                  | <u>2</u>     |
| Sq. Ft. of Warehousing / Industrial Space: | <u>49303</u> | Total # of Parking Spaces Assigned to Your Business: | _____        |
| Sq. Ft. of Other Space:                    | <u>—</u>     | Total # of Employees at Location:                    | <u>45-55</u> |
| Total Sq. Ft. of Facility:                 | <u>49303</u> | Number of Shifts:                                    | <u>1</u>     |
|  |              | Number of Employees On-Site During Peak Shift:       | <u>45-55</u> |

*Closing in May  
Typically 35 on average*





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# Village of Itasca

## Community Development Department

550 WEST IRVING PARK RD. ITASCA, IL 60143  
PHONE: 630/773-5568 FAX: 630/773-0852  
e-mail: [smalik@itasca.com](mailto:smalik@itasca.com)  
[www.itasca.com](http://www.itasca.com)

### MEMORANDUM

**TO:** President Jeff Pruyn  
Village Board of Trustees

**RE:** New Business Application Request  
LiveVoice LLC  
963 W. Hawthorne Drive

**FROM:** Shannon L. Malik, AICP  
Planner III

**VB** March 15, 2016

**DATE:**

**CC:** Nancy Hill  
File

**ENCL:** Business License Application

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I recommend approval of the following Zoning Certificate Request:

**Company Name:** LiveVoice LLC  
**Address:** 963 W. Hawthorne Drive  
**Zoning:** O-R Office Research

LiveVoice LLC plans to conduct a telephone answering service office from this location in Spring Lake. The proposed use is permitted in the O-R Office Research District and on-site parking is adequate.



# VILLAGE OF ITASCA NEW BUSINESS APPLICATION

Please Note: The business name, address, phone, fax, e-mail, website, and description will be listed in the Itasca Online Business Directory.

## General Information

Today's Date: 3/7/2016 Move-In Date: 3/7/2016 Date you assume(d) control of property through lease or purchase: 3/1/2016

Business Name: LiveVoice LLC

Current Address: \_\_\_\_\_

Proposed Itasca Address: 963 W. Hawthorne Drive

Mailing Address (if different from Itasca Address): \_\_\_\_\_

Phone: 877-258-6423 Fax: \_\_\_\_\_ Illinois Business Tax Number: 81-1113110-000

Email: Marketing@livevoice.com Website: www.livevoice.com

Does your business collect retail sales tax?  Yes  No

Description of Business: Telephone Answering Service

## Owner/Principal/Site Manager Information

## Contact Information (if different from owner/principal/site manager)

Name: Adam Berkson Name: Trey Bynum

Title: President Title: Senior VP of Operations

Phone: 212-684-1870 Phone: 773-370-0340

E-mail: Adam.Berkson@livevoice.com E-mail: Trey.Bynum@livevoice.com

## Site Information

|  |             |  |           |
|--|-------------|--|-----------|
| Sq. Ft. of Retail Space:                   | <u>0</u>    | Number of Company Vehicles Parked On-Site:           | <u>0</u>  |
| Sq. Ft. of Office Space:                   | <u>3749</u> | Number of Vending Machines On-Site:                  | <u>1</u>  |
| Sq. Ft. of Warehousing / Industrial Space: | <u>0</u>    | Total # of Parking Spaces Assigned to Your Business: | <u>20</u> |
| Sq. Ft. of Other Space:                    | <u>0</u>    | Total # of Employees at Location:                    | <u>20</u> |
| Total Sq. Ft. of Facility:                 | <u>3749</u> | Number of Shifts:                                    | <u>3</u>  |
|  |             | Number of Employees On-Site During Peak Shift:       | <u>7</u>  |

**Tenants**

Do or will you lease space to another company at the proposed Itasca location?  Yes  No

If yes, please provide the name and phone number of each company. Please attach additional sheets if necessary.

| <u>Tenant Name</u> | <u>Phone Number</u> |
|--------------------|---------------------|
| 1. _____           | _____               |
| 2. _____           | _____               |

**Other Itasca Sites (if applicable)**

Do you occupy more than one location in Itasca?  Yes  No

If yes, please list the other addresses and square footage. Please attach additional sheets if necessary.

| <u>Address</u> | <u>Square Feet</u> |
|----------------|--------------------|
| 1. _____       | _____              |
| 2. _____       | _____              |

**Fee Calculator**

Please use the below table to calculate the inspection and licensing fees for your new business. Please note: Additional fees may be required if the facility requires reinspection(s) and/or requests a Temporary Occupancy Certificate.

|                              |                  |  |   |                     |                     |
|------------------------------|------------------|--|---|---------------------|---------------------|
| <b>New Tenant Inspection</b> | 1                | Using the table included on page 9, please enter the <b>New Tenant Inspection Fee</b> . This fee is paid to the Village of Itasca, Community Development Department. | 1   | \$130 <sup>00</sup> |                     |
|                              | <b>Licensing</b> | 2  | <b>Business License:</b> Using the table included on page 9, please enter the Business License Fee for the business.  | 2                   | \$75 <sup>00</sup>  |
|                              |                  | 3  | <b>Live Entertainment License:</b> If the business will have live entertainment, please enter \$40 for an annual single-performer license or \$600 for an annual multiple performer license.  | 3                   | 0                   |
|                              |                  | 4  | <b>Tobacco Seller's License:</b> If the business will sell tobacco, please enter \$100. Additionally, please complete and submit a Tobacco Seller's License Application (available on-line at <a href="http://www.itasca.com/newbusiness">www.itasca.com/newbusiness</a> and at the Itasca Village Hall). | 4                   | 0                   |
|                              |                  | 5  | <b>Vending Machine License:</b> If the facility will have vending machines on-site, enter \$25 per machine.   | 5                   | \$25 <sup>00</sup>  |
|                              |                  | 6  | Please add lines 2 through 6, this is your <b>Total Licensing Fee</b> . This fee is paid to the Village of Itasca.  | 7                   | \$230 <sup>00</sup> |

**NOTE: IF PAYING BY CHECK, PLEASE PROVIDE TWO CHECKS: ONE FOR THE NEW TENANT INSPECTION FEE AND ONE FOR THE TOTAL LICENSING FEE.**

**Certification**

By signing below, the applicant certifies or affirms that:

- the information provided in the New Business Application is true and accurate to the best of his or her knowledge, and
- the proposed use(s) is/are in full compliance with Section 11.02 of the Itasca Zoning Ordinance. A copy of Section 11.02 is available online at [www.itasca.com/comdev](http://www.itasca.com/comdev).

Name: Trey Bynum Title: Senior VP of Operations  
 Signature: Trey By Date: 3/7/2016

| OFFICE USE ONLY |                      |        |             |
|-----------------|----------------------|--------|-------------|
| Fee             | Amount Paid          | Date   | Received By |
| New Tenant      | \$130 Ok 1053        | 3-8-16 | DLc         |
| Total Licensing | \$75<br>\$25 vending | 3-8-16 | DLc         |

# VILLAGE OF ITASCA

## REFUND ORDER OF CASH PERFORMANCE/ROAD BOND

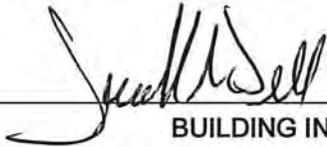
PERMIT NO. 23611 DATE 11/26/2014

PERFORMANCE BOND AMOUNT \$ 1,000.00 ROAD USE BOND AMOUNT \$ \_\_\_\_\_

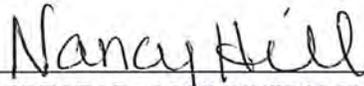
PAYABLE TO Ketan Patel ADDRESS 768 N. Willow St, Itasca IL 60143

FOR BUILDING AT 768 N. Willow St - Single Family New Const 4 Bed Bsmt

### VILLAGE OF ITASCA



\_\_\_\_\_  
BUILDING INSPECTOR



\_\_\_\_\_  
DIRECTOR, COMMUNITY DEVELOPMENT

\_\_\_\_\_  
CHAIRMAN, COMMUNITY DEVELOPMENT DEPARTMENT  
(REQUIRED IF \$500.00 OR MORE)



## Village of Itasca - Memorandum Administration Department

Date: March 11, 2016

To: President Jeffrey Pruyn  
Board of Trustees

Cc: Evan Teich, Village Administrator

From: Cristina White, HR/Risk Management Coordinator

Subject: Health Insurance Renewal

As mentioned in the memo regarding the health insurance renewal dated August 28, 2015, staff has been reviewing the benefits of the Intergovernmental Personnel Benefit Cooperative (IPBC). Following this memo is IPBC 101 prepared by Gregg Aleman of Arthur J. Gallagher which briefly outlines what this insurance pool can offer the Village of Itasca. Most importantly, I would like to point out the “Individual Member Five-Year History” which shows individual member premium increases over the period from July 2011 to July 2015. If the Village Board approves the resolution presented, Itasca would be part of the Northern Illinois Health Insurance Initiative (NIHII) which is a sub-pool of IPBC. Below is a chart that illustrates the premium increases for each of the last five years for the Village and what NIHII has seen in premium increases:

| Plan Year      | Village Premium Increase | NIHII Increase |
|----------------|--------------------------|----------------|
| 2015           | 9.3%                     | 4.8%           |
| 2014           | 8.7%                     | -6.0%          |
| 2013           | 9.2%                     | 3.3%           |
| 2012           | 9.0%                     | 4.77%          |
| 2011*          | -1.6%                    | 17.3%          |
| <b>Average</b> | <b>6.92%</b>             | <b>4.83%</b>   |

\*In 2011, the Village drastically increased its deductible on the plan to avoid a proposed 23% increase.

In addition to potential benefits in terms of premium increases with a pool, IPBC also offers its members access to information and data that will help the Village target its wellness efforts and education regarding plan usage. Also, during the 2015 strategic planning sessions, the Village Board identified a desire for shared services to be a priority of the Village moving forward. Joining an insurance pool to help control benefits costs is a step in that direction.

Within the IPBC, the Village would retain its rights to make plan decisions and carrier decisions that are best for the Village. The only immediate change is to the effective date of our current plan which would change from October 1<sup>st</sup> to July 1<sup>st</sup>. The Village's plan will still be with BCBS and our HRA will still be administered by Discovery Benefits. The HRA plan year will still be January 1<sup>st</sup> through December 1<sup>st</sup> and the BCBS plan year will be July 1<sup>st</sup> through June 30<sup>th</sup>.

On Tuesday evening the IPBC Executive Director, David Cook, will be present at our meeting to further discuss the benefits of IPBC and answer any questions you may have.

**Recommendation**

Staff recommends that the Village join the IPBC pool and NIHII sub-pool effective July 1, 2016. Please feel free to contact me prior to the meeting should you have any questions.

**FIFTH CONSOLIDATED AMENDMENT TO THE  
CONTRACT AND BY-LAWS  
INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE**

ARTICLE I. Definitions and Purpose.

DEFINITIONS:

As used in this agreement, the following terms shall have the meaning hereinafter set out:

**ADMINISTRATIVE FUND** - A fund of monies established by the MEMBERS of the Intergovernmental Personnel Benefit Cooperative to pay for the joint administration of the personnel non-salary benefit programs offered by each MEMBER to its employees and officers and turned over for administration to the COOPERATIVE.

**ADMINISTRATOR** - An independent contractor of the COOPERATIVE employed by the Board of Directors to administer the personnel benefit programs of the various MEMBERS of the COOPERATIVE.

**BENEFIT FUND** - A fund of monies established by the MEMBERS of the Intergovernmental Personnel Benefit Cooperative to fund certain benefits granted by the individual MEMBERS to their respective officers and employees and to purchase excess, aggregate, or other insurance.

**BENEFITS** - Non-salary payments made to employees or officers, including but not limited to payments or reimbursements of expenses arising out of an illness or an accident and life insurance proceeds. The units of local government which participate in the COOPERATIVE have determined not to purchase insurance coverage for benefit payments below certain high limits but rather to rely upon their pooled financial capabilities

to pay benefits within the financial obligations of the COOPERATIVE and to purchase some insurance to protect against catastrophic and certain other benefit claims.

**CASH FLOW ACCOUNT** - A fund of monies established by the MEMBERS of the Intergovernmental Personnel Benefit Cooperative to fund needed cash flow in the Benefit Pool. The Board of Directors shall establish, from time-to-time, the funding requirements from the MEMBERS to generally provide at least an estimated funding for the Benefit Pool, based upon IBNR calculated by or for the Administrator.

**COOPERATIVE** - The Intergovernmental Personnel Benefit Cooperative established pursuant to the Constitution and the statutes of this State by this intergovernmental agreement.

**EXECUTIVE BOARD** – A Board, composed of nine (9) members, which is responsible for implementing the policy decisions of the Board of Directors and carrying out duties specified in this Contract and By-Laws or assigned by the Board of Directors.

**EXECUTIVE DIRECTOR** – A part or full-time employee or independent contractor, who shall be selected and have his or her compensation chosen by the Board of Directors who shall administer and supervise the operations of the COOPERATIVE and make recommendations to the Board of Directors and the Executive Board in all areas where they have decision-making authority. All references to the Executive Director shall only be applicable if there is an Executive Director in place.

**HMO FUND** - A fund of monies established by the MEMBERS of the Intergovernmental Personnel Benefit Cooperative to fund certain benefits granted by the individual MEMBERS to their respective officers and employees relating to health maintenance organizations.

**LISTED ENTITIES** - Governmental bodies, quasi governmental bodies and non-profit public service entities listed by a MEMBER as having their employees and officers under a benefit program which will be administered along with that of a MEMBER by the COOPERATIVE.

**MEMBERS** - The units of local government or intergovernmental agencies established pursuant to an intergovernmental agreement composed of units of local government (sub-pool) which initially or later enter into this intergovernmental contract for the benefit of their employees and officers along with the employees and officers of other listed entities. Whenever in this agreement the phrase "units of local government," "municipality" or similar phrase is used, it shall also refer to any intergovernmental agency established pursuant to an intergovernmental agreement composed of units of local government.

**TERMINAL RESERVE FUND OR TERMINAL RESERVES** - A fund of monies retained by the Intergovernmental Personnel Benefit Cooperative on behalf of MEMBERS whose fund balances may be in excess of all financial requirements for that MEMBER.

PURPOSE:

The Intergovernmental Personnel Benefit Cooperative is a cooperative entity voluntarily established by contracting units of local government as are permitted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and the Intergovernmental Cooperation Act and other provisions of law to jointly administer some or all of the personnel benefit programs offered by its MEMBERS to their officers and employees and the officers and employees of other governmental, quasi-governmental and non-profit public service entities with which some or all MEMBERS have separately arranged to list as if such officers and employees were employed by the MEMBER.

To the extent provided for in this Contract and By-Laws, and as approved by the Board of Directors, the Intergovernmental Personnel Benefit Cooperative shall provide benefit coverage to the officers or employees of its MEMBERS. The Intergovernmental Personnel Benefit Cooperative shall also carry out such claim reduction and educational programs as shall be authorized by its Board of Directors. The creation of the various funds established in this Contract and By-Laws are not intended by the parties to constitute the transaction of an insurance business within the State of Illinois. The intent of the parties is to separately establish benefit programs and to utilize the Intergovernmental Personnel Benefit Cooperative to achieve reduced costs of administration and insurance purchases by providing similar services to all MEMBERS and to require MEMBERS to pay for the costs of such benefits or to share such costs in the manner from time-to-time established by the Board of Directors.

ARTICLE II. Powers and Duties.

The powers of the COOPERATIVE to perform and accomplish the purposes set forth above, within the budgetary limits and procedures set forth in these By-Laws, shall be the following:

- (a) To employ agents, employees and independent contractors,
- (b) To lease real property and to purchase or lease equipment, machinery, or personal property necessary for the carrying out of the purpose of the COOPERATIVE,
- (c) To carry out educational and other programs relating to health, accident and other claims reductions,
- (d) To cause the creation of, see to the collection of funds necessary for the administration and operation of the COOPERATIVE,
- (e) To purchase such types of insurance as are approved by the Board of Directors,
- (f) Solely within the budgetary limits established by the MEMBERS to carry out such other activities as are necessarily implied or required to carry out the purposes of the COOPERATIVE specified in Article I or the specific powers enumerated in Article II, and in conjunction with the obligation of MEMBERS specified in Article XI.

### ARTICLE III. Participation

The membership of the COOPERATIVE shall consist of those MEMBERS and previously approved listed entities which were MEMBERS of the COOPERATIVE on July 1, 2012, and those subsequently admitted to membership and continuing as MEMBERS. Listed entities are other governmental, quasi-governmental and non-profit public service entities which MEMBERS have chosen to include within their membership in the COOPERATIVE. Such listing fulfills a public purpose in that such listed entities have so few employees and officers that they could not bear the risk inherent in offering such benefit programs on their own. In other cases, the MEMBER itself has so few employees that it requires the participation of such other listed entities for the same reason. The MEMBER which lists entities shall, however, be the sole MEMBER of the COOPERATIVE and shall be responsible for all costs and duties of membership provided herein. The MEMBER may make such arrangement as is desired with members of a sub-pool or the listed entities regarding the manner of payment, sharing of risks and duration of such arrangement. Such arrangement is not a part of this Contract and By-Laws. New MEMBERS and their listed entities and the listing of additional entities by existing MEMBERS shall be added to the COOPERATIVE only after at least the concurrence of at least two-thirds (2/3) of the entire membership of the Board of Directors and subject to the payment of such sums and under such conditions as the Board of Directors shall in each case or from time-to-time establish. The Board of Directors may establish standards for admission and assign the power to admit MEMBERS and listed entities to the Executive Board.

ARTICLE IV. Term of the COOPERATIVE.

The Intergovernmental Personnel Benefit Cooperative shall operate with fiscal years beginning on July 1<sup>st</sup> of each calendar year, and the COOPERATIVE shall continue in existence with a term ending on June 30, 2025. At the end of this multi-year period, the term of the COOPERATIVE may be extended for a multi-year period of time, or if not acted upon by the MEMBERS, it shall continue in existence from year-to-year as an intergovernmental agreement with the membership of those governmental bodies which do not provide a notice of withdrawal. The ability of an individual MEMBER of the COOPERATIVE to withdraw shall be as provided in Article XVII.

ARTICLE V. Board of Directors.

(a) There is hereby established a Board of Directors of the COOPERATIVE. Each MEMBER unit of local government shall choose in the manner applicable to that governmental body one (1) person to represent that body on the Board of Directors and shall promptly notify the COOPERATIVE of such selection. The MEMBER may also select an alternate representative to serve when the initial representative is unable to carry out his duties. The person and alternate selected need not be an elected official of the MEMBER. The Board of Directors may from time-to-time establish other officers of the Board, in addition to those established in this Agreement, and choose the manner of selection of such officers.

(b) The Board of Directors shall determine the general policy of the COOPERATIVE which policy shall be followed by all officers, agents, employees and independent contractors working for the COOPERATIVE. It shall have the responsibility for (1) Hiring of COOPERATIVE officers, agents, non-clerical employees and independent contractors, (2) Setting of compensation for all persons, firms and corporations employed by the COOPERATIVE, (3) Program approval, (4) Vendor approval, (5) Setting of fidelity bonding requirements for employees or other persons, (6) Approval of amendments to the By-Laws, (7) The acceptance of new MEMBERS and listed entities, provided, however, that the Board of Directors may assign, in whole or in part, this authority to the Executive Board and it may choose to do so under stated criteria and process mandated by the Board of Directors, (8) Approval of educational and other programs relating to claim reduction, (9) Approval of monthly and supplementary payments to the

Administrative Fund and the Benefit Fund, including that portion of the cost of insurance attributable to each MEMBER, (10) Any other matters not assigned to another committee, officer, independent contractor, or agent, (11) Expulsion of MEMBERS.

- (c) Each MEMBER shall be entitled to one (1) vote on the Board of Directors. Such vote may be cast only by the designated representative of the MEMBER, who shall be called a Director, or in the Director's absence by an alternate selected by the MEMBER in the same manner as specified for the selection of the principal representative. No proxy votes or absentee votes shall be permitted, but , Directors or Alternates may participate in a meeting by electronic means in accordance with law. Voting shall be conducted by voice vote unless one (1) or more MEMBERS of the Board of Directors shall request a roll call vote; provided, however, that any vote to authorize the payment of bills or which requires a greater than a majority vote for passage, shall be by roll call.
- (d) The representative selected by the MEMBER shall serve for a one fiscal year term commencing at the beginning of each fiscal year and until a successor has been selected. The representative chosen by the MEMBER may be removed by the MEMBER during the period of his or her term. In the event that a vacancy occurs in the representative or alternate representative, that MEMBER shall appoint a successor. The failure of a MEMBER to select a representative or his or her failure to participate shall not affect the responsibilities or duties of a MEMBER under this contract.

- (e) The Board of Directors, the Executive Board and any authorized committees may establish rules governing their own conduct and procedure consistent with the By-Laws. All notices required in this Contract and By-Laws document shall be in writing.
- (f) A quorum shall consist of a majority of the MEMBERS of the Board of Directors. Except as provided in Subsection (g) herein, or elsewhere in these By-Laws, a simple majority of a quorum shall be sufficient to pass upon all matters.
- (g) A greater vote than a majority of a quorum shall be required to approve the following matters:
  - (i) Such matters as the Board of Directors shall establish within its rules as requiring for passage a vote greater than a majority of a quorum; provided, however, that such a rule can only be established by a greater than majority vote at least equal to the greater than majority percentage within the proposed rule,
  - (ii) The expulsion of a MEMBER shall require at least the concurrence of two-thirds (2/3) of the entire membership of the Board of Directors,
  - (iii) Any amendment of these By-Laws except as provided in Subsection (iv) below, shall require the concurrence of at least two-thirds (2/3) of the entire membership of the Board of Directors,
  - (iv) The payment of a contested employee benefit to a MEMBER by the COOPERATIVE in a manner contrary to that reported by the Administrator or the Executive Director, which is brought to the Board of Directors,

shall require the concurrence of at least two-thirds (2/3) of a quorum at a Board of Directors meeting.

- (v) The approval of the benefit programs being offered, annual payments of all kinds, and the allocation of those payments among MEMBERS, shall require the concurrence of at least two-thirds (2/3) of a quorum at a Board of Directors meeting.
- (h) Except as provided herein, no one serving on the Board of Directors shall receive any salary or other payment from the COOPERATIVE and any salary, compensation, payment or expenses for such representative, shall be paid by each MEMBER separate from this Contract. Provided, however, that in the event the person chosen or acting as Treasurer is a member of the Board of Directors, that person may receive such compensation as is established from time-to-time by the Board of Directors. In addition, the Chair of the Board, Treasurer and such other officers as may be selected from time-to-time may submit to the Executive Board for its approval, reimbursement of expenses incurred in the pursuit of their position as officers of the COOPERATIVE. The reimbursement for such expenses, which shall be reported to the Board of Directors in the same manner as other approved payments, may include amounts advanced on behalf of the COOPERATIVE either by the officer or by a MEMBER of the COOPERATIVE.

## ARTICLE VI. Board of Directors Meetings.

- (a) Regular meetings of the Board of Directors shall be held at least four (4) times a year. The dates of regular meetings of the Board of Directors shall be established at the beginning of each fiscal year. Any item of business may be considered at a regular meeting. At least two (2) meetings must be held during the first half of the fiscal year and at least two (2) meetings must be held during the second half of the fiscal year. A failure to hold these meetings, as required, shall not invalidate acts otherwise taken. Special meetings of the Board of Directors may be called by its Chair, or by any two (2) Directors. Five (5) days written notice of regular or special meetings of the Board of Directors shall be given to the official representatives of each MEMBER and an agenda specifying the subject of any special meeting shall accompany such notice. Business conducted at special meetings shall be limited to those items specified in the agenda.
- (b) The time, date and location of regular and special meetings of the Board of Directors shall be determined by the Chair of the Board of Directors or by the convening authority.
- (c) To the extent consistent with these By-Laws, and except as modified by procedural rules established, Roberts Rules of Order, latest edition, shall govern all meetings of the COOPERATIVE. Minutes of all regular and special meetings of the Board of Directors and the Executive Board shall be sent to all MEMBERS.

## ARTICLE VII. Cooperative Officers.

- (a) In addition to such other officers as may be established from time-to-time by the Board of Directors, the officers of the COOPERATIVE, who shall constitute the Executive Board, shall be the following: Chair, Vice-Chair, Past Chair, Treasurer, Finance and Operations Committee Chair, Sub-Pool Representative, Large Member Representative, (Representing non-sub-pool MEMBERS with the top 50% number of lives), Medium MEMBER Representative, (Representing non-sub-pool MEMBERS with the bottom 50% number of lives), At-Large Representative. The computation of 50% shall be rounded downward to deal with the appropriate placement when there is an odd number of Members. The Chair, Vice-Chair, Treasurer, Finance and Operations Committee Chair and At-Large Representative shall be chosen by the Board of Directors. The Past Chair shall be that person who served as the immediate Past Chair, or if that person is not prepared to serve, a Past Chair chosen by the Chair, and in the absence of such a person, an additional At-large Representative chosen by the Chair based upon that person's experience in the operations of the COOPERATIVE. The MEMBERS of the Board of Directors, who constitute Sub-Pools, Large MEMBERS and Medium MEMBERS, shall vote respectively to choose the Executive Board Members who shall represent the appropriate groups.
- (b) The Executive Board shall be responsible for implementing the policy directions of the Board of Directors and shall be responsible for the regular activities of the COOPERATIVE, including but not limited to: the approval of warrants and bills; compliance with growth policy; review audit; recommend investment policy to

Board of Directors; recommend programs and vendors to Board of Directors; service level assessment; recommend goals and policy changes to Board of Directors; coordinate selection process and recommend and oversee the performance of the Executive Director. The Executive Board may enter into contracts and expenditures in amounts up to \$10,000 and may authorize the Executive Director to enter into contract and expenditures in amounts up to \$5,000. The Board of Directors, by motion, may increase the dollar amounts of the contracts and expenditures, which may be from time-to-time authorized to the Executive Board or the Executive Director.

- (c) Except for the election for a term beginning July 1, 2012, the Chair and Vice-Chair shall be limited to one (1) two (2) year term. The term for the remaining Executive Board positions shall be limited to no more than two (2) two-year consecutive terms, but persons may be selected to a different position. For the fiscal year of the COOPERATIVE, commencing on July 1, 2012, and thereafter, the Chair, Vice-Chair, Treasurer, and Finance and Operations committee Chair shall be elected to an initial term of one (1) year and thereafter for two (2) years to achieve staggered terms. Other Members of the Executive Board shall be elected for two (2) year terms commencing on July 1, 2012. The election of officers can take place one hundred and twenty (120) days prior to or after the start of a new fiscal year. Officers shall serve until their successors have been chosen and begin their terms. All Members of the Executive Board are expected to conscientiously prepare for, attend, and actively participate in all Board of Directors and Executive Board meetings.

- (d) The Chair is the chief elected officer of the COOPERATIVE and directs the overall affairs and operations of the Executive Board; presides over all meetings of the Executive Board and the Board of Directors; and performs all other duties as are authorized in the By-Laws, or as the Executive Board or Board of Directors may authorize and as may be defined in the policies of the COOPERATIVE. The Chair, when authorized, shall execute documents on behalf of the COOPERATIVE and shall perform those duties normally associated with the Chair of an intergovernmental agency. In the absence or inability of the Chair to perform these duties, the Vice-Chair shall temporarily provide those services. If the Chair shall resign or permanently be unable to perform such duties, the Vice-Chair shall succeed to the position of Chair. In the case of vacancies, in all other offices of the Cooperative other than the Executive Director or the Treasurer, the Chair shall appoint individuals with the required qualifications to fill any vacancies until the end of the term of the person leaving the office. The Vice-Chair assists the Chair in directing the affairs and operations of the Executive Board and Board of Directors; acts as presiding officer at meetings in the absence of the Chair.
- (e) The Treasurer shall have charge and custody of and be responsible for all funds and securities of the COOPERATIVE; receive and give all receipts for monies due and payable to the COOPERATIVE from any source whatsoever; deposit all such monies in the name of the COOPERATIVE in such banks, savings and loan associations or other depositories as shall be selected by the Board of Directors; keep the financial records of the COOPERATIVE and invest the funds of the

COOPERATIVE as are not immediately required in such securities as the Board of Directors shall specifically or generally select from time-to-time. Provided, however, that all investments of COOPERATIVE funds shall be made only in those securities which may be purchased by Illinois non-home rule communities under the statutory provisions of Illinois law. The Treasurer shall perform all the duties incident to the office of Treasurer and such other duties as from time-to-time may be assigned to the Treasurer by the Board of Directors.

In the absence of the Treasurer, or in the event of the inability or refusal of such officers to act, the Chair of the Board of Directors may temporarily perform the duties of the Treasurer and, when so acting, shall have all of the powers of and be subject to all of the restrictions upon the Treasurer. A new Treasurer shall be selected at the next regular or special meeting of the Board of Directors, but the Chair may act, in any case, until the selection is made.

- (f) The Board of Directors may, by at least a two-thirds (2/3) vote of the MEMBERS remove the Chair, Vice-Chair, Treasurer or the Chair or any member of any Committee. Such removal shall be within the total discretion of the Board of Directors. The Executive Board may also, by at least a two-thirds (2/3) vote, and within its total discretion, remove an Executive Board member, except for the Chair, Vice Chair, Treasurer or Chairman of the Finance and Operations Committee. After removal, the Executive Board shall notify in writing the individual removed and give that person an opportunity to request an appearance before the Executive Board with at least seven (7) days' prior written notice to contest the removal. The Executive Board shall permit the person removed to explain why

that person would wish to be reinstated to the Executive Board, but the decision of the Executive Board on removal or reinstatement shall not be required to meet any due cause or due process standard. The Executive Board shall notify in writing all of the MEMBERS of the COOPERATIVE of its decision to remove or reinstate the MEMBER of the Executive Board. The decision of the Executive Board shall be final. These officers serve in “at will” positions. In the event that the Chair is removed by the Board of Directors, the Vice-Chair shall take over that position and the new Chair will select the Vice-chair to fill out the remainder of that term.

- (g) Ten (10) or more MEMBERS of the COOPERATIVE may request a special meeting of the Board of Directors held for the purpose of removal of a member or members of the Executive Board. The person proposed to be removed from such a position may address the meeting of the Board of Directors, which, by a majority vote, may remove the member or members. A decision to remove the “at will” members of the Executive Board shall be totally within the discretion of the Board of Directors, which shall not be required to make its decision based upon due cause or due process standards but, rather, simply as a determination of its absolute discretion.
- (h) A Finance and Operations Committee is established. The Committee shall have nine (9) members. The members of the Committee shall be selected by the Chair of the COOPERATIVE and approved by the Executive Board. The Committee members shall be appointed for a term of two(2) years. The Finance and Operations Committee shall serve as a recommending body to the Executive Board. It

shall review and recommend the annual budget, programs and vendor performance and other projects and tasks as assigned by the Chair or the Executive Board. The Chairman shall fill vacancies on the Finance and Operations Committee, which appointments shall be until the end of the term of the person replaced.

- (i) The Board of Directors or the Executive Board may establish on a permanent or ad hoc basis other committees or Boards to serve the COOPERATIVE.
- (j) When officers of the COOPERATIVE need to be selected by the Board of Directors, the Executive Board shall name a Nominations Committee, which will consider candidates and make a recommendation for the filling of the positions. The Executive Board may, but shall not be required to, select a past Chair who shall serve as Chair of the Nominations Committee. The past Chair may be authorized to select Delegates or Alternates to serve as Members of the Nominations Committee. The Nominations Committee shall present to the Board of Directors a recommended slate of candidates for review by the membership. This report shall be submitted no later than thirty (30) days before the date of the meeting of the Board of Directors at which the elections shall take place. Other persons seeking to be named to positions on the Executive Board may have their names offered in nomination for such positions.
- (k) The COOPERATIVE shall purchase a blanket fidelity bond in an amount to be established by the Board of Directors to assure the fidelity of all officers, directors, and employees of the COOPERATIVE who shall have the authority to receive or authorize by their signature or order the payment of COOPERATIVE

funds. Additional fidelity and similar coverages may be procured by the COOPERATIVE from time-to-time.

- (l) The Board of Directors may select a financial institution to carry out some or all of the functions which would otherwise be assigned to a Treasurer and may select a management company or agent to carry out some or all of the functions which would otherwise be assigned to an Administrator.

ARTICLE VIII. Finances.

A. Administrative Fund.

The cost of the administration of the COOPERATIVE shall be borne by each of its MEMBERS in direct proportion to the number of employees and officers of the MEMBER and listed entities whose benefit programs are to be administered by the COOPERATIVE as compared to the total number of such persons served by the COOPERATIVE.

Whenever payments to the Administrative Fund shall be based upon an estimate, the MEMBER shall promptly receive a refund or pay a deficiency when final figures become available. The Administrative Fund shall pay all of the administrative costs of the COOPERATIVE and payment shall be made to cause the administration of all actions approved by the Board of Directors and the Executive Board.

B. The Benefit Fund.

Payments into the Benefit Fund will be developed and administered in the following manner:

1. Before the start of each fiscal year, the Administrator and the Executive Director, will determine on the basis of financial data the amount of total payments from all MEMBERS necessary to fund anticipated benefit payments and the cost of insurance.
2. The Administrator and the Executive Director, will also recommend how this total amount of anticipated expenses should be divided among the MEMBERS. The charges to be made to the MEMBERS shall be determined by a vote of the Board of Directors which shall, in establishing such sums due, treat all similarly situated MEMBERS in an equal manner.

Such a vote must receive at least the concurrence of two-thirds (2/3) of a quorum at a Board of Directors meeting.

3. The Board of Directors may, each fiscal year, choose an allocation of the payments into the Benefit Fund whereby some or all of the costs are divided among the MEMBERS based upon general increases or decreases in the total costs of the COOPERATIVE without regard to the claims made against individual MEMBERS or it may elect to grant debits or credits based upon the individual plans offered by the MEMBERS or the level of claims. Debits or credits may be expressed through the use of a banding formula. (Also see Article IX.)
4. In the event that the Board of Directors shall fail to approve the charges or allocations by the requisite vote, the charges and allocations for the next year shall, until and unless modified, be based upon the prior year's allocations with charges increased by ten percent (10%) and additionally subject to the obligation to make Supplementary Payments.
5. The COOPERATIVE will purchase such other insurance coverage as may be approved by the Board of Directors.
6. Without regard to any other provision contained within this Article VIII, the Board of Directors may establish charges to be paid by the MEMBERS for life insurance benefits to be based upon total pooling of the experience of all MEMBERS with each MEMBER paying the same cost per employee for such life insurance coverage. The time at which a determination regarding the amounts due for such life insurance coverage

and the manner in which such amounts shall be paid shall be the same as that established for other payments into the Benefit Fund. The Board of Directors may also establish a program to provide dental or other benefits to MEMBERS which wish such coverage.

C. Cash Flow Account.

The Cooperative shall maintain a Cash Flow Account. Each MEMBER shall make payments into that account equal to some percentage set by the Board of Directors of the payments that MEMBER has made into the Benefit Fund. The Board of Directors shall determine the manner in which each MEMBER'S obligation to make payments into the Cash Flow Account is established to assure that an adequate balance for the payment of claims remains in that account at all times. Automatic withdrawals from the Terminal Reserves of a MEMBER may be made by the MEMBER or the Executive Board to fund deficits in the Cash Flow Account. The Board of Directors shall determine whether the Cash Flow Account shall be treated as a single fund which can be utilized for the payment of the claims of any MEMBER or whether each MEMBER shall be obligated to maintain its own individual account. If separate accounts are maintained, MEMBERS may be individually required to make up deficiencies in their accounts. The establishment of payments into the Cash Flow Account from a single fund must receive at least the concurrence of at least the vote of two-thirds (2/3) of a quorum at a Board of Directors meeting.

D. General Fiscal Matters.

The Board of Directors shall provide to the MEMBERS an annual audit of the financial affairs of the COOPERATIVE to be made by a certified public accountant at the end of each fiscal year in accordance with generally accepted auditing principals.

E. Supplementary Payments.

If, during any year, the funds on hand are not sufficient to pay benefits or administrative expenses which are the responsibility of the COOPERATIVE and not through a failure of insurance coverage or other causes, the Board of Directors shall require Supplementary Payments. The increased payments shall be computed utilizing the same method under which payments were made for the year in question and except for payments into the Administrative Fund where payments shall be made by all MEMBERS, they shall only be due from MEMBERS which were entitled to receive benefits from the account which requires Supplementary Payments. If a MEMBER transfers employees and officers from a fund where Supplementary Payments are due to another fund, a determination shall be made by the Board of Directors as to the amount of Supplementary Payments due from that MEMBER arising from its prior participation in that fund.

F. Terminal Reserves

During any fiscal year, and with the approval of the Treasurer, a MEMBER may withdraw from the COOPERATIVE any amount of Terminal Reserves provided that there shall be deducted from that payment any amounts owed by the MEMBER or reasonably anticipated to be owed by the MEMBER to the COOPERATIVE either being then due and payable or estimated to be due based upon tentative figures or preliminary audits, or any other amounts due from the MEMBER to the COOPERATIVE. The Treasurer may always deduct from a MEMBER's Ter-

terminal Reserves any amounts necessary to pay for that MEMBER's obligations to the COOPERATIVE. Within thirty (30) days after a final audit, approved by the Board of Directors, the amounts then determined to be owed to the COOPERATIVE shall be deducted from the Terminal Reserves. Thereafter, the MEMBER shall receive a determination of the Treasurer within sixty (60) days of a written request. The Treasurer shall provide a written report to the Executive Board of any approved requests for withdrawals from Terminal Reserves within sixty (60) days after the withdrawal. If the COOPERATIVE shall have advanced funds on behalf of a MEMBER such that the MEMBER is expected to have a deficit balance in its Terminal Reserves, then, within sixty (60) days after written notice, the MEMBER shall be required to pay to the COOPERATIVE at least sufficient funds so as to remove the deficit in its Terminal Reserves.

G. Suspension or Termination of Claim or Other Payments.

In any situation, where the Executive Board should determine that a Member has not promptly paid to the COOPERATIVE any financial obligation then due, which is in excess of the amount of \$50,000.00, or is more than one-half of one month's contribution, whichever is less, it may direct that the payment of the Member's claims or other sums sought shall be suspended or terminated for a specified period of time or until certain specified actions have taken place. If the decision is made by the Executive Board, the suspension may be for a period of time up to and including the date at which the Board of Directors considers and takes action relating to a proposed termination of membership or other action. The Executive Board shall notify the Members of the Board of Directors of its decision. The Board of Directors may also vote to suspend or terminate the payment of claims in the situations provided for above.

As is provided in the PURPOSE section, the IPBC is to "jointly administer some or all of

the personnel benefit programs offered by its MEMBERS to their officers and employees....”

The COOPERATIVE has determined that the funding of those administrative acts is dependent upon the prompt and full payment by MEMBERS of their obligations. A defaulting MEMBER, rather than the COOPERATIVE, shall be fully responsible for any claims, demands or suits, or any increased costs allegedly caused by a suspension or termination of claim payment on behalf of a MEMBER in financial default. In case such a claim, demand, suit or increased cost is made or incurred by the COOPERATIVE, the defaulting MEMBER shall hold harmless, defend and indemnify the COOPERATIVE, its other MEMBERS and their officers and employees against such claim, demand, suit or cost.

H. Payments in Error.

If the COOPERATIVE should in error pay any benefit claims, administrative fees or other charges on behalf of a Member, which it was not obligated to pay, the Member shall, upon thirty (30) days' written notice, reimburse the COOPERATIVE for the amounts improperly paid.

ARTICLE IX. Plan of Benefits, HMOs and Reductions In Coverage.

MEMBERS may change the Plan of Benefits provided at any time, but shall notify the Administrator and the Executive Director at least sixty (60) days prior to the intended effective date of such change; and such change shall be subject to a redetermination on the underwriting basis of the payments due the COOPERATIVE. The Administrator shall make a determination as to the amount of the increased or reduced payment required in light of the change. If the MEMBER should dispute the amount of the redetermination, an initial decision regarding such amount shall be made by the Executive Board with an appeal to the Board of Directors. In the event that the Administrator should determine that the proposed change provides a level or type of coverage, the cost of which cannot be determined on an underwriting basis or which would provide an excessive risk to the COOPERATIVE, or is inconsistent with the insurance purchased by the COOPERATIVE or would otherwise not be in the best interest of the COOPERATIVE, the Administrator shall present that opinion and the reasons supporting that opinion in writing to the MEMBER requesting the change and to the Chair and the Executive Director. The change shall not come into effect within the COOPERATIVE's plan of benefits except in the manner recommended by the Administrator unless the decision of the Administrator is overturned or modified by the Executive Board or the Board of Directors. The MEMBER may institute the change, but shall be individually financially responsible for the administration and payment of such benefits as are not eventually authorized to be provided within the COOPERATIVE. The Administrator shall as promptly as possible re-price covered benefits. No claim may be made against the COOPERATIVE for the unauthorized change.

The COOPERATIVE may offer to its MEMBERS participation in an HMO Fund separate from the Benefit Fund to pay the costs of providing HMO services to the officers and em-

ployees of the participating MEMBERS. Accounting for this Fund, including surplus or deficit amounts, shall be separate from the Benefit Fund. For any fiscal year if the Board of Directors of the COOPERATIVE votes to provide an HMO Fund for the fiscal year, all MEMBERS offering HMO benefits to their officers and employees shall only offer the Plan of Benefits of the COOPERATIVE'S HMO Fund or those in union-sponsored programs.

An HMO Plan of Benefits shall mean any plan which provides benefits to participants through a restriction on the doctors who provide services, an absence of substantial deductible or co-payments and an absence of or simplified claim forms. An HMO Plan of Benefits may be offered by the COOPERATIVE either through joint purchase or pooling.

The rates for the HMO Plan or Plans of Benefits offered by the COOPERATIVE for the specific plans of its MEMBERS shall be established by the Board of Directors. The Board may establish an average annual rate percentage change for the HMO Fund as a whole, and may then, through the use of a banding formula, establish bands of no more than 10 percentage points more or less than the average annual price adjustment for those MEMBERS whose claims experience has been above or below the average. It may also approve other allocation formulas.

Where the COOPERATIVE establishes set rates, under two (2) circumstances and upon a report of the Administrator or the Executive Director, the Board of Directors may individually rate a MEMBER or MEMBERS. Where the actual paid claims, incurred by a MEMBER during any two (2) or more years of a three (3) year period, were both in the highest or both in the lowest bands, or where it is discovered that claim history material submitted by a MEMBER was improperly stated, that MEMBER or MEMBERS may be individually rated and may be required to contribute to the appropriate Fund a sum no more than 100% greater or lesser than the amount which would be payable had that MEMBER or MEMBERS been rated with the group as a

whole. Such individual rating shall carry into another cycle until such time as the paid claims of the MEMBER have declined for a year so that the MEMBER would be entitled to be rated with the group as a whole.

If, for any year or years, the Board of Directors should determine that there are surplus funds within the HMO Fund which can be distributed to the MEMBERS without harming the fiscal integrity of the HMO Fund, those surplus funds shall be distributed to all existing and prior MEMBERS of the COOPERATIVE (who validly withdrew) who made contributions into the HMO Fund in the proportion in which those contributions were made. A determination as to whether surplus funds shall be distributed to the remaining MEMBERS of the COOPERATIVE shall be made from time-to-time by the Board of Directors.

If a MEMBER, in accordance with the By-Laws, elects to withdraw from the COOPERATIVE, or if it has no officers or employees who will receive the HMO Plan of Benefits for the next fiscal year, it shall be the obligation of that MEMBER to pay all the claims of its officers and employees for HMO services under the COOPERATIVE which were performed prior to the commencement of that next fiscal year, but not submitted and processed before the end of that fiscal year, but within the time period allowed for submissions. The Executive Board, on the recommendation of the Administrator, may require a MEMBER to pre-fund an amount estimated to be sufficient to pay for such HMO runoff claims and administration.

Within sixty (60) days after the approval of the audit of the COOPERATIVE's HMO Fund for the prior fiscal year, a final accounting of funds owed or owing shall take place. If a MEMBER which has offered an HMO Plan of Benefits shall have no officers or employees receiving such benefits in a subsequent fiscal year, or if that MEMBER has validly withdrawn from the COOPERATIVE, then that MEMBER, subject to a pre-funding of HMO run-off claims

and administration, shall be entitled to its percentage of any surplus funds within the HMO Fund. The payment of surplus funds or the receipt of amounts otherwise due from the MEMBER shall be carried out in accordance with the provisions of Article XVII.

In the event that HMO coverage is no longer offered by the COOPERATIVE, any surplus funds remaining shall, after audit and the setting aside of run-off amounts, be distributed to the MEMBERS (except for expelled MEMBERS) in the proportion in which they contributed funds to the HMO Fund.

If the number of employees or officers of the MEMBERS eligible to receive some portion of any of the COOPERATIVE's benefits should decline or where for some other reason the Administrator is concerned about the ability of a specific fund to cover potential claims, the matter shall be brought to the attention of the Executive Board and the Board of Directors. The Board of Directors may determine that the coverage shall no longer be offered or its scope or amount of coverage shall be prospectively reduced. A decision to make such a reduction shall not become effective for at least sixty (60) days after the vote of the Board of Directors.

ARTICLE X. Insurance and Other Coverages.

The COOPERATIVE may purchase insurance from a company permitted to write such coverage in Illinois. The COOPERATIVE may also join with other intergovernmental entities to provide collective self-insurance. The obligation of any MEMBER to the COOPERATIVE shall be limited to funding those benefits collectively self-insured by the COOPERATIVE. No MEMBER shall be responsible for the benefit claims of another MEMBER which were to be paid by insurance but were not paid or at levels above the insurance purchased for MEMBERS.

## ARTICLE XI. Obligations of Members.

The obligations of MEMBERS of the COOPERATIVE shall be as follows:

- (a) To appropriate or budget for, where necessary to levy for and to promptly pay all monthly and supplementary or other payments to the COOPERATIVE at such times and in such amounts as shall be established by the Board of Directors within the scope of this Contract and By-Laws. Any delinquent payments shall be paid with a penalty which shall, for the period of non-payment, be equivalent to the prime rate of interest on the date of delinquency charged by the bank in Illinois with the largest assets or the highest interest rate allowed by statute to be paid by an Illinois non-home rule municipality whichever is greater. In the event that the COOPERATIVE shall be required to expend funds for administrative, legal or other costs brought about by the failure of a MEMBER to pay sums owed the COOPERATIVE or to otherwise comply with its obligations, such amounts expended shall be added to the sums due the COOPERATIVE and shall be payable by the MEMBER. In the event that a MEMBER of the COOPERATIVE should sue the COOPERATIVE or any of its MEMBERS or officers regarding an interpretation of this Contract and By-Laws, an action taken by the Board of Directors or officers or any other matter arising out of its membership in the COOPERATIVE, and should not be the prevailing party in that suit, it shall, as part of its contractual obligation to this COOPERATIVE, pay the reasonable attorneys' fees and other costs and expenses expended by the COOPERATIVE in defending against that suit.

- (b) During its entire membership in the IPBC, a MEMBER shall only exclusively provide to its employees and officers, except independent contractors, or those in union-sponsored programs, the health and accident benefits and associated life insurance coverage of the COOPERATIVE.

In entering into this intergovernmental agreement, each MEMBER, sub-pool and sub-pool member acknowledges, recognizes and accepts that intergovernmental agreements are voluntary associations where the MEMBERS can determine, by contract and, by authorized actions of the Board of Directors and the Executive Board, the identity of the MEMBERS, how MEMBERS and those otherwise bound can be admitted, dealt with during membership and expelled.

- (c) To select a person to serve on the Board of Directors and to select an alternate representative.
- (d) To allow the COOPERATIVE reasonable access to all facilities of the MEMBER and all records including but not limited to financial records which relate to the purpose and powers of the COOPERATIVE.
- (e) To furnish full cooperation with the COOPERATIVE's Executive Director, attorneys, claims adjusters, the Administrator and any Board or committee, agent, employee, officer or independent contractor of the COOPERATIVE relating to the purpose and powers of the COOPERATIVE.
- (f) To furnish the COOPERATIVE with a copy of revisions to its written benefit program at least sixty (60) days prior to the effective date of such change.
- (g) To report to the COOPERATIVE as promptly as possible all claims made to it within its benefit program as administered by the COOPERATIVE.

- (h) To follow those procedures regarding the administration of and application for benefits adopted by the Board of Directors which do not reduce the level of benefits contained within any MEMBER's individual benefit program, which are to be paid for by funds of or through the COOPERATIVE. For example, large case management, frequency and amount of claim submissions and wellness programs. The adoption of such procedures shall require at least the concurrence of at least the votes of two-thirds (2/3) of the entire membership of the Board of Directors.
- (i) This Contract and By-Laws document is not intended to create or provide any rights in third-parties, including, but not limited to the individuals to whom the MEMBERS provide benefits.

ARTICLE XII. Liability of Board of Directors or Officers.

The MEMBERS of the Board of Directors or officers of the COOPERATIVE should use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of COOPERATIVE funds, or failure to invest. No Director shall be liable for any action taken or omitted by any other Director. No Director shall be required to give a bond or other security to guarantee the faithful performance of their duties hereunder. The Administrative Fund shall be used to defend and hold harmless any Director or officer for actions taken by the Board of Directors, the Executive Board, or performed by the Director within the scope of his or her authority. The COOPERATIVE may purchase insurance providing similar coverage for such Directors or officers.

ARTICLE XIII. Additional Insurance.

The Administrator and the Executive Director, through the distribution of the minutes of the Board of Directors or through other means, shall inform all MEMBERS of the scope and amount of insurance in force from time-to-time. Membership in the COOPERATIVE shall not preclude any MEMBER from purchasing any insurance coverage above those amounts or in addition to that purchased by the COOPERATIVE. The COOPERATIVE may also create and administer programs to pay dental or other claims. All funds for the operation of such programs shall be accounted for separately and the financial obligations arising from such programs shall only be the responsibility of MEMBERS which participate.

#### ARTICLE XIV. Disputes Over Coverage.

In the event that a MEMBER should question whether its employee or officer or that of a listed entity is entitled to payments, that MEMBER shall, in writing, direct the COOPERATIVE not to pay any further amounts arising from such claim after the date of the receipt of the written direction. When so directed, the COOPERATIVE shall not pay such claim unless the MEMBER's order is withdrawn. Provided, however, that the MEMBER shall defend and hold harmless the COOPERATIVE against all costs, including defense costs, or damages which the COOPERATIVE shall incur in acting on the direction of the MEMBER. The COOPERATIVE may require the MEMBER to advance funds to support this obligation and on a failure of the MEMBER to do so, it may choose to make the payment.

In the event that an officer or employee or other person claiming benefits from a MEMBER or the MEMBER itself should contest the decision of the Executive Board or the Board of Directors, which declines to pay a benefit in whole or in part, the decision of the Executive Board or the Board of Directors shall be final in the absence of fraud. The COOPERATIVE shall have no financial responsibility if a company which provides insurance for benefit claims refuses or is unable to pay such claims. In the absence of action by the Board of Directors to recover such funds from the Company the MEMBER affected may pursue the matter at its expense.

## ARTICLE XV. Contractual Obligation.

This document shall constitute a contract among the MEMBERS of the COOPERATIVE. The obligations and responsibilities of the MEMBERS set forth herein including the obligation to take no action inconsistent with this Contract and By-Laws as originally written or validly amended shall remain a continuing obligation and responsibility of the MEMBER. The terms of this contract may be enforced in a court of law either by the COOPERATIVE itself or by any of its MEMBERS. The consideration for the duties herewith imposed upon the MEMBERS to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the MEMBERS set forth herein and the advantage gained by MEMBERS in anticipated reduction of administrative costs for the processing of personnel benefits. Provided, however, that the financial obligations of a MEMBER are limited to that agreed to herein or such additional obligations as may come about through amendments to these By-Laws. The Scope of Coverage of the COOPERATIVE shall extend only to the MEMBERS. This intergovernmental agreement is not intended to, nor does it grant, any rights, including but not limited to, the right to an interpretation of its provisions or benefits to any third-parties.

## ARTICLE XVI. Expulsion of Members.

By at least the concurrence of the vote of at least two-thirds (2/3) of the entire remaining membership of the Board of Directors, any MEMBER may be expelled. Such expulsion, which shall take effect in the manner set out below, may be carried out for one or more of the following reasons:

- (a) Failure to make any payments due to the COOPERATIVE,
- (b) Failure to exclusively provide to its employees and officers, except independent contractors, or those in union-sponsored programs, the health and accident benefits and associated life insurance coverage of the COOPERATIVE,
- (c) Failure to furnish full cooperation with the COOPERATIVE's attorneys, Executive Director, Administrator and any agent, employee, officer or independent contractor of the COOPERATIVE relating to the purpose and powers of the COOPERATIVE,
- (d) Failure to carry out any obligation of a MEMBER which impairs the ability of the COOPERATIVE to carry out its purpose and powers.

No MEMBER may be expelled, except after notice from the COOPERATIVE, of the alleged failure along with a reasonable opportunity of not less than fifteen (15) days to cure the alleged failure. The MEMBER, within that 15 day period, may request a hearing before the Board of Directors before any decision is made as to whether the expulsion shall take place. The Board of Directors shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. The Board of Directors may appoint a hearing officer to conduct such hearing and make a recommendation to the Board of Directors based upon findings of fact. If the Board conducts the hearing itself, it may make a decision at the close

of the hearing. A decision by the Board of Directors to expel a MEMBER after notice and hearing and a failure to cure the alleged defect shall be final unless the Board of Directors shall be found by a court to have committed a gross abuse of discretion. After expulsion, the former MEMBER shall continue to be fully obligated for any payments due to the COOPERATIVE which were created during the term of its membership along with any other unfulfilled obligation as if it were still a MEMBER of the COOPERATIVE.

The obligation of the COOPERATIVE to administer the claims filed under the benefit program of the expelled MEMBER shall cease thirty (30) days after the date of expulsion, provided that the MEMBER is not in financial arrears to the COOPERATIVE. If the expelled MEMBER is in financial arrears to the COOPERATIVE, including estimated deficits, the administration of claims shall cease immediately upon expulsion. After expulsion, the COOPERATIVE or its Administrator may agree by contract to administer and pay the claims of the expelled MEMBER using funds furnished by the expelled MEMBER. The expelled MEMBER shall be required to pay the cost of the transfer of such document if it should choose to pay claims by itself or through others.

ARTICLE XVII.      Withdrawal of a Member and Continuation  
                          or Termination of the COOPERATIVE.

MEMBERS shall have the right to withdraw from membership at the end of any fiscal year if proper notice of withdrawal is given in the manner provided in this Article. The obligation of a MEMBER shall include continuing participation with regard to all classes of officers and employees of the MEMBER, not including its listed entities, established as being entitled to benefits at the commencement of each fiscal year. Provided, however, that if a MEMBER should choose to end continuing participation with regard to officers and employees of the MEMBER, other than at the end of a one-year term, who are to be provided health and life insurance coverage in a union-sponsored program, the COOPERATIVE shall permit such withdrawal, but it may re-price the costs of benefits to the continuing employees or officers based upon the same underwriting criteria used by that COOPERATIVE in the normal course of its business. If officers or employees are withdrawn from the COOPERATIVE into a union-sponsored program, they may subsequently be returned to coverage, but only on an underwriting basis. In addition, when the withdrawal is into a union-sponsored program, no MEMBER shall be expelled from the COOPERATIVE if the continuing employees or officers meet the general criteria required from time-to-time for other MEMBERS of the COOPERATIVE. If a MEMBER, which no longer meets the underwriting criteria as a MEMBER should be voluntarily admitted to an intergovernmental agency (sub-pool), which itself is a MEMBER of the COOPERATIVE, it may continue receiving benefits from the COOPERATIVE under the Contract and By-Laws of the Intergovernmental Agency. Provided, however, that upon at least a two-thirds (2/3) affirmative vote of the entire membership of the Board of Directors, any MEMBER may be relieved of continuing participation with regard to a particular class or classes of officers and employees of the

MEMBER. In addition, a MEMBER shall only be required to provide continuing participation for those persons within such classes of officers and employees as are actually employed or working for the MEMBER.

Any MEMBER of the COOPERATIVE may withdraw from the COOPERATIVE at the end of a fiscal year of the COOPERATIVE upon the giving of at least ninety (90) days prior written notice of withdrawal. Such notice shall be addressed to the Chairman of the COOPERATIVE and the Executive Director, and shall be accompanied by a resolution of the Corporate Authorities of the MEMBER electing to withdraw from the COOPERATIVE.

If a MEMBER should withdraw from the COOPERATIVE, no benefit claims of the MEMBER shall be processed or paid by the COOPERATIVE after the close of the fiscal year in which withdrawal takes place, unless the withdrawing MEMBER shall enter into a contract with the COOPERATIVE or the Administrator to provide such services using funds furnished by the withdrawing MEMBER. Pending claims and other records relating to the withdrawing MEMBER shall, in the absence of such a contract, be turned over to that MEMBER in a prompt manner and at that MEMBER's cost.

With regards to benefit claims and administrative fees after a MEMBER withdraws in any way from the COOPERATIVE, the contract between the COOPERATIVE and the entity offering HMO benefits may provide that the COOPERATIVE is responsible for certain payments to the HMO for benefit claims and administrative costs for a continuing period. If a contract contains such a provision, the withdrawing MEMBER is responsible for the payment to the COOPERATIVE for all of such payments for the period contained within that agreement.

Within one-hundred twenty (120) days after the approval of the audit of the COOPERATIVE for the prior fiscal year, a final accounting of funds owed or owing shall take

place. Such accounting shall include all funds of the COOPERATIVE. If the amount owed to or owing from the withdrawing MEMBER shall be \$25,000 or less, the party owing such funds shall make payment within ninety (90) days after the final accounting. If the amount owed to or owing from the withdrawing MEMBER shall be over \$25,000, the party owing such funds may pay such funds owed in no more than 13 equal monthly payments with interest at the highest amount lawfully payable by a non-home rule Illinois municipality with the first payment to commence within ninety (90) days after the final accounting is established.

If the withdrawal of MEMBERS prior to the start of the next fiscal year shall reduce the number of covered employees and officers of the remaining MEMBERS, and any new MEMBERS legally committed to membership for the next fiscal year, to less than 2,000 covered lives, the COOPERATIVE shall, except for winding up its affairs, cease its operations at the end of the then-concluding fiscal year. In that case, the Board of Directors shall continue to meet on such a schedule as shall be necessary to carry out the winding up of the affairs of the COOPERATIVE. If, during any fiscal year, the number of covered employees and officers should, through the withdrawal or expulsion of listed entities or attrition, be reduced to below 2,000 covered lives persons, any MEMBER may call a special meeting to discuss the feasibility of continuing the COOPERATIVE in operation until the close of that fiscal year.

All withdrawing MEMBERS shall remain fully obligated for their portion of all expenses of and claims against the COOPERATIVE incurred during the period of their membership.

If any MEMBER should file a suit against the COOPERATIVE questioning the validity of the Contract and By-Laws document, or should raise the validity of this document in a suit by the COOPERATIVE and the validity of the Contract and By-Laws document is sustained, that MEMBER shall pay for the full legal and defense costs of the COOPERATIVE in that suit.

By execution of this Contract and By-Laws document, we do hereby certify that its approval and our membership in the IPBC has been authorized by our governing Board.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONTRACT AND BY-LAWS  
FOR THE  
NORTHERN ILLINOIS HEALTH INSURANCE INITIATIVE.**

THIS INTERGOVERNMENTAL AGREEMENT creating the Northern Illinois Health Insurance Initiative (“NIHII”) is made and entered into by and between the Village of North Riverside and such other MEMBERS as shall subsequently be approved and which shall adopt this Contract and By-Laws document in its present form or as it may subsequently be amended.

**W I T N E S S E T H :**

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, 5 ILCS 120, et seq., Illinois Compiled Statutes, 2006, as amended, entitled the “Intergovernmental Cooperation Act,” authorizes units of local government to exercise any power or powers, privileges or authority which may be exercised by the unit of local government individually to be exercised and enjoyed jointly with any other local government or body in the State; and

WHEREAS, units of local government within Illinois have found it increasingly expensive to provide health and life insurance benefits to their officers and employees; and

WHEREAS, a large number of local governmental entities previously undertook a series of studies to determine the feasibility of entering into an Intergovernmental Personnel Benefit Cooperative for the purpose of administering some or all of the personnel benefits programs offered by its member units of local government to their respective officers and employees, and

concluded that the creation of such a Cooperative was financially and administratively feasible;  
and

WHEREAS, the corporate authorities of a number of units of local government have organized the Intergovernmental Personnel Benefit Cooperative, (“IPBC”), and have adopted a combined Contract and By-Laws for such Agency; and

WHEREAS, the Contract and By-Laws of the IPBC (“IPBC By-Laws”), as amended, allows combinations of units of local government, other governmental bodies, quasi governmental bodies and non-profit public service entities to contract with each other to create an intergovernmental benefit subpool with the rights and powers equivalent to that of a single member of IPBC; and

WHEREAS, the MEMBERS desire to create the Northern Illinois Health Insurance Initiative, hereinafter referred to as the “NIHII;” and

WHEREAS, the MEMBERS, with this Agreement, are desirous of establishing their mutual rights and obligations with respect to their membership in NIHII and with regard to the IPBC;

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate the parties agree, as follows:

1. Incorporation of Recitals

The recitals contained hereinabove are incorporated herein by reference as substantive provisions of the Agreement.

2. Participation

The membership of NIHII shall consist of those Charter Members which are parties to this Agreement plus any other governmental entity admitted to membership as a MEMBER from time-to-time, less any MEMBER which withdraws or is expelled from NIHII in accordance with the provisions of this Agreement. MEMBERS of the NIHII may also add listed entities as defined in the IPBC By-Laws. The MEMBER who lists other entities to its membership shall be the sole MEMBER of the NIHII and shall be responsible for all costs and duties of membership provided herein. The MEMBER may make such arrangement as is desired with the listed entities regarding the manner of payment, sharing of risks and duration of such arrangement. Such arrangement is not a part of this Agreement. The admission of new MEMBERS and their listed entities and the listing of additional entities by any MEMBER shall take place only after a favorable two-thirds (2/3) vote of the entire membership of the Board of Directors of NIHII and subject to the payment of such sums and under such conditions as the Board shall in each case or from time-to-time establish. Such conditions may include participation in or benefit from any HMO or indemnity plan surpluses. In addition to the approval of the NIHII Board of Directors, the admission of such new MEMBER or listed entity must be approved by the Board of Directors or the Executive Committee of the IPBC prior to the admission of such prospective MEMBER or such listed entity.

3. Representation

Each MEMBER shall, by majority vote of its corporate authorities, appoint one (1) person as delegate to represent that MEMBER on the Board of Directors of NIHII for a term of one (1) year or until a successor is selected. An alternate delegate may also be appointed to serve when the primary delegate is unable to carry out his duties. Neither the delegate nor the alternate need be an elected official. The failure of a MEMBER to appoint a delegate or the

failure of the delegate to participate shall not affect the responsibilities or duties of a MEMBER under this Agreement. At its first meeting of each plan year, of the IPBC, the Board shall elect one (1) delegate to serve as both Chairperson of the Board and representative to the IPBC. An IPBC alternate representative shall also be elected. The term of office for the Chairperson and other officials shall be for a period of one (1) year, or until a successor is selected. The Board may, from time-to-time, establish other offices and may select a delegate to serve in any of such offices. The Board may fill any vacancies which may occur in such offices until the end of the term.

4. Responsibility of the Board of Directors

The Board of Directors shall determine the general policy of NIHII with respect to NIHII membership in IPBC, as well as the relationship between NIHII and its MEMBERS. Policies established by the Board of Directors shall be followed by the representative and/or alternate representative to IPBC. In the absence of the establishment of a specific policy regarding a matter, the representative and/or alternate representative shall vote in that manner believed to best represent the interests of the majority of the MEMBERS.

No one serving on the Board of Directors shall receive any salary or other payment from NIHII and any salary, compensation, payment or expenses for such delegate shall be paid by each MEMBER separate from this Agreement.

5. Voting

Each MEMBER shall be entitled to one (1) vote on the Board of Directors. Such vote may be cast only by the designated delegate or the alternate. Proxy or absentee voting shall not be permitted, although the Board of Directors may approve of electronic participation in accordance with law. Voting shall be conducted according to the following procedures:

- a. A quorum shall consist of a majority of the delegates of the MEMBERS then in office. A simple majority of a quorum shall be sufficient to pass upon all matters except as otherwise provided herein.
- b. Voice voting shall be permitted unless one (1) or more MEMBERS requests a roll call vote or the vote requires greater than a majority vote for passage.
- c. A two-thirds (2/3) affirmative vote of the entire membership of NIHII shall be required to amend the plan of benefits available to the officers or employees of its MEMBERS, to withdraw as a MEMBER of IPBC in accordance with Section 11 of this Agreement, to admit a new MEMBER or listed agency or expel a MEMBER or listed agency, to amend this Agreement, and such other matters as the Board shall establish as requiring a two-thirds (2/3) affirmative vote, provided that such a rule can only be established by at least a two-thirds (2/3) affirmative vote, provided that such a rule can only be established by at least a two-thirds (2/3) affirmative vote of the entire membership.
- d. Any amendments to this Agreement which involve the manner in which the NIHII shall function as a MEMBER of the IPBC or the financial obligations of the NIHII or its MEMBERS to the IPBC shall not become effective after passage by the Board of the NIHII unless such amendment is also approved by a two-thirds (2/3) affirmative vote of the IPBC Board.

6. Meetings

Meetings of the Board of Directors shall be held at least two (2) times a year. The dates of meetings of the Board shall be established by the Chairperson in consultation with the membership. Special meetings may be held at the call of the Chairperson or by any delegate. Any item of business may be conducted at a regular meeting. Business conducted at special meetings shall be limited to those items specified in the agenda. Ten (10) days' written notice of regular or special meetings shall be given to the delegates of each MEMBER by the Chairperson in consultation with the membership or the convening authority. The time, date and location of regular and special meetings of the Board of Directors shall be determined by the Chairperson of the Board of Directors or by the convening authority.

To the extent not contrary to this Agreement, and except as modified by the Board of Directors, Robert's Rules of Order, Latest Edition, shall govern all meetings of the Board of Directors. Minutes of all regular and special meetings of the Board of Directors shall be sent to all delegates of the Board of Directors and to each MEMBER and to the Chairman of the IPBC.

7. Finances

A. The NIHII shall be considered a single MEMBER of IPBC, (as defined in IPBC By-Laws), for purposes of determining its required contribution to the IPBC. Each separate MEMBER of NIHII shall be responsible for its share in the cost of membership in IPBC, which cost shall be in direct proportion to the number of employees and officers of the MEMBER whose benefit programs are to be administered by IPBC as compared to the total number of such persons in NIHII, along with uniform method to determine differences in benefit plans and claims history. Proposed changes in benefit plans must be approved by NIHII and subject to the review and approval process in Article IX of the IPBC By-Laws..

B. The NIHII is responsible for all payments due from each of its MEMBERS. Payments may be made to a MEMBER acting as an agent or, with the approval of the IPBC, from individual MEMBERS to the IPBC. In the event that a MEMBER of the NIHII should default in any payments due to the IPBC, it shall be the responsibility of the non-defaulting MEMBERS, in proportion to their payments to the NIHII, to make up the deficit, including costs of collection, after which they may take any action required to recoup their advances. In case all MEMBERS are in default or the NIHII should dissolve, each shall be liable for its proportional share of the default or owed amounts, plus any costs in collection. Each separate MEMBER shall promptly pay to the agent for the NIHII or to the IPBC such monthly, supplementary or other payments as shall be due the IPBC. Payments shall be due within thirty (30) days after written notice from the IPBC of the amounts due.

In the event that a MEMBER of the NIHII should default in its financial obligations, both the NIHII and the IPBC shall have the right to take action to recover such funds as are owed plus interest at the highest rate which may be paid by an Illinois non-home rule municipality and the costs of collection.

8. Initial Plan of Benefits

Each MEMBER agrees to accept the initial Plan of Benefits described in Attachment A.

9. Obligations of MEMBERS

The obligations of each MEMBER to NIHII and to IPBC shall be, as follows:

- a. To promptly pay all monthly and supplementary or other payments due to IPBC at such times and in such amounts as shall be established by IPBC within the scope of this Agreement and the IPBC By-Laws. The MEMBER shall also be responsible for all payments, costs and expenses established from time-to-time by

the Board of Directors of the NIHII, within the scope of this Agreement. Any delinquent payments shall accrue a penalty, which, for a period of non-payment, shall be equivalent to the highest interest rate allowed by statute to be paid by an Illinois non-home rule municipality plus collection costs.

- b. To appoint a delegate and an alternate on the Board of Directors of NIHII.
- c. To allow IPBC and NIHII reasonable access to all facilities of the MEMBERS and all records, including but not limited to financial records which relate to the purpose and powers of IPBC and NIHII.
- d. To furnish full cooperation to IPBC and NIHII attorneys, claims adjusters, the Benefit Administrator and any agent, employee, officer, or independent contractor, of IPBC and NIHII relating to the purpose and powers of IPBC and NIHII.
- e. To report to IPBC as promptly as possible all claims made to it within its benefit program as administered by IPBC.

10. Reserve Fund

The NIHII shall establish accounts in the IPBC Terminal Reserve Fund, the Administration Fund, the HMO Fund and other established funds, (the "Reserve Funds"), for the purpose of establishing a pool of funds to be used to pay for deficits in annual contributions and setting aside funds in the event that one or more MEMBERS decides to withdraw from membership in the NIHII. A separate accounting shall be established to determine each individual Member's balance within the IPBC Funds. The exact amount of the Reserve Funds balance for each MEMBER will be determined after the audit is approved by the IPBC Board. If, after the audit process has been completed, a Reserve Fund balance below the amount

specified above for one or more MEMBERS occurs, those MEMBERS with a Reserve Fund balance below the amount specified above must pay, within 150 days after the audit has been approved, an amount directly to the delinquent Reserve Fund or Funds to cover the shortfall.

New MEMBERS to the NIHII shall, as a condition of membership, provide an amount equal to two (2) times the average monthly payment based on the current plan year rates for HMO coverage and three (3) times the average monthly payment for indemnity plan coverage. Payment shall be made to reach this reserve level by the end of the second full fiscal year of membership.

If one or more MEMBERS chooses to withdraw from the NIHII, its fair share of their Reserve Funds shall be used to pay its “run-out claims,” with any surplus funds paid to it after all sums due IPBC and NIHII associated with its participation have been paid. If the amount on deposit in the Reserve Funds of the withdrawing MEMBER is not adequate to pay its “run-out claims,” then the Reserve Funds of the remaining MEMBERS may be drawn down in a proportional manner to cover any shortfall prior to the withdrawing MEMBER fulfilling its contractual obligation to cover the shortfall.

11. Withdrawal/Termination

A. MEMBERS shall be obligated to continue as MEMBERS during the term as established by the Board of Directors of IPBC until individual withdrawal. The current term of the IPBC, itself is through June 30, 2025. The obligation of a MEMBER until the individual withdrawal, shall include continuing participation with regard to all classes of officers and employees of the MEMBER, not including its listed entities, established as being entitled to any health benefits when it became a MEMBER of NIHII. Provided, however, a MEMBER shall only be required to provide continued participation for those persons within said classes of

officers and employees as are actually employed or working for the MEMBER or as otherwise permitted to its MEMBERS by the IPBC.

Any MEMBER may withdraw from membership by giving written notice of such intention to withdraw to all other MEMBERS of NIHII, and to the Chairman of the IPBC at least one hundred twenty (120) days prior to commencement of the then next fiscal year of the IPBC. Failure to give such notice shall obligate the MEMBER to continue as a MEMBER of NIHII for the next fiscal year except where NIHII withdraws from IPBC, IPBC terminates or the IPBC declines to permit the NIHII to remain within the COOPERATIVE, with a reduced membership or for any other reason permitted under the IPBC Contract and By-Laws. Withdrawal by NIHII shall only be made to take effect at the end of the then-current fiscal year in the same manner as other MEMBERS of the IPBC.

B. If a MEMBER should withdraw from the NIHII, no indemnity benefit claims of the MEMBER shall be processed or paid by the IPBC after the close of the plan year in which withdrawal takes place, unless the MEMBER of NIHII shall to provide such services using funds furnished by that withdrawing entity. If no Reserve Funds of other MEMBERS are available, the IPBC may stop paying claims.

C. A final accounting of the withdrawing MEMBER's fair share of its Reserve Funds shall occur during the audit process for the last plan year that the withdrawing MEMBER was a MEMBER of the NIHII. After all amounts to the IPBC, if any, are paid, all remaining funds shall be refunded to the withdrawing MEMBER or, if that MEMBER is still in default, then to the NIHII within thirty (30) days after the aforementioned audit is approved.

D. In the event that a non-appealed or appealable order of a court in which IPBC is a party should decide that the NIHII may not be a MEMBER of the IPBC, then this Agreement shall terminate, provided, however, that to the extent permitted by law, the termination shall take place in accordance with Paragraph 11-B hereof.

12. Expulsion of MEMBERS

By the vote of two-thirds (2/3) of the entire remaining membership of the Board of Directors of the NIHII, any MEMBER may be expelled. Such expulsion, which shall take effect in the manner set out below, may be carried out for one or more of the following reasons:

- a. Failure to make any payments due to the NIHII or the IPBC.
- b. Failure to furnish full cooperation with the IPBC's attorneys, claims adjusters, Benefit Administrator and any agent, employee, officer or independent contractor of the IPBC or NIHII relating to the purpose and powers of the IPBC or NIHII.
- c. Failure to carry out any obligation of a MEMBER which impairs the inability of the NIHII to carryout its purposes and powers.

No MEMBER may be expelled except after notice from the NIHII of the alleged failure along with a reasonable opportunity of not less than fifteen (15) days to cure the alleged failure. The MEMBER, within that fifteen (15) day period, may request a hearing before the Board before any decision is made as to whether the expulsion shall take place. The Board shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. The Board may appoint a hearing officer to conduct such hearing and make a recommendation to the Board based upon findings of fact. If the Board conducts the hearing itself, it may make a decision at the close of the hearing. A decision by the Board to expel a MEMBER after notice and hearing and a failure to cure the alleged defect shall be final unless

the Board shall be found by a court to have committed a gross abuse of discretion. After expulsion, the former MEMBER shall continue to be fully obligated for any payment to the IPBC or the NIHII, which was created during the term of the administration of its claims along with any other unfulfilled obligation as if it was still a MEMBER of the NIHII.

The obligation of the IPBC to administer the claims filed under the benefit program of the expelled MEMBER shall cease thirty (30) days after the date of expulsion, provided that such obligations shall only exist where there is a credit balance held by the IPBC to the account of the NIHII or such a credit balance is created. The IPBC shall not be required to pay any benefits for the expelled MEMBER after the actual date of expulsion if a deficit in amounts owed to the IPBC should exist at any time during the thirty (30) day period. Within sixty (60) days after the last claim of the MEMBER is paid by the IPBC, a final accounting of funds owed or owing shall take place. Pending claims and other records of the expelled MEMBER shall be turned over to that MEMBER in a prompt manner. With regard to any claims payable under an HMO program, where the IPBC has entered into a contract with the HMO provider to pay continuing benefits after termination, the expelled MEMBER shall be required to pay all amounts in excess of those within its Reserve Funds and, pending such payments, the NIHII shall be responsible for making the payment or reimbursing the IPBC.

In the event that the Board of the IPBC should vote to expel the NIHII from membership so long as a particular municipality or listed entity was a MEMBER of the NIHII, that MEMBER or listed entity shall be deemed to have been expelled from the NIHII in the same manner as if the NIHII Board had taken that action.

13. Acceptance of Contract and By-Laws of the Intergovernmental Personnel Benefit Cooperative

The Charter Members and other MEMBERS, by agreeing to be bound by this Intergovernmental Agreement, hereby agree to accept the terms and conditions contained within the Contract and By-Laws of the IPBC, as of the date of this Agreement and as amended from time-to-time, except that the IPBC By-Laws may not be amended to require from the NIHII duties or responsibilities different from the other MEMBERS of the IPBC and not initially contained within this Agreement or amendments thereto, agreed to by the NIHII, by action of the Board of Directors.

14. Commencement of Agreement

This Agreement shall be in full force and effect and legally binding upon the signatory MEMBERS as of the date of its passage by the corporate authorities of the Charter Members and the approval by the Board of Directors of the IPBC.

15. Contractual Obligation

This Agreement shall constitute the contract among those units of local government which become MEMBERS of the NIHII. The obligations and responsibilities of the MEMBERS set forth herein, including the obligation to take no action inconsistent with this Agreement as originally written or validly amended, shall remain a continuing obligation and responsibility of the MEMBERS. The terms of this Agreement may be enforced in a court of law or equity either by the NIHII itself, by any of its MEMBERS or by the IPBC. A consideration for the duties herewith imposed upon the MEMBERS to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the MEMBERS set forth herein and the advantage gained by the MEMBERS and anticipated reduction of administrative costs for the processing of personnel benefits. That except to the extent of the financial contributions to the NIHII and the IPBC agreed to herein, or such additional obligations as may

come about through amendments to this Agreement, no MEMBER agrees or contracts herein to be held responsible for any claims of any kind against any other MEMBER outside of the scope of the NIHII or the IPBC.

16. Entire Understanding

This Agreement sets forth the entire understanding of the parties and may only be amended as provided for herein.

17. Assignment

This Agreement shall not be assigned by any party hereto.

18. Counterparts

This Agreement is executed in multiple counterparts, each of which shall be deemed to be an original.

19. Governing Law

This Agreement shall be governed in accordance with the laws of the State of Illinois.

By execution of this Contract and By-Laws document, we do hereby certify that its approval and our membership NIHII has been authorized by our governing Board.

DATED: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**As amended through March 17, 2014**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF A GOVERNMENTAL BODY  
ACCEPTING MEMBERSHIP AS A MEMBER OF  
THE NORTHERN ILLINOIS HEALTH INSURANCE INITIATIVE (“NIHII”) SUB-POOL  
WHICH IS A MEMBER OF THE  
INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE.**

WHEREAS, a number of Illinois municipalities have entered into an intergovernmental agreement to create an entity, which is to provide health and other related benefit coverages for the offices and employees of the Members of the NIHII Sub-Pool; and

WHEREAS, the NIHII Sub-Pool has chosen to provide such coverage by becoming a Member of the Intergovernmental Personnel Benefit Cooperative; and

WHEREAS, this municipality, by the action of its Corporate Authorities, desires to become a Member of the NIHII Sub-Pool;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES (“CITY COUNCIL”) OF THE VILLAGE (“CITY”) OF \_\_\_\_\_ COUNTY, ILLINOIS, as follows:

SECTION 1: The Village (“City”) of \_\_\_\_\_, as of the starting date at which admission to membership was or is granted by the NIHII Sub-Pool, shall become a Member of that intergovernmental cooperative.

SECTION 2: The terms and conditions of that membership shall be such terms and conditions as were imposed by the Board of Directors of the NIHII Sub-Pool in the acceptance motion and, in the acceptance motion under which the NIHII Sub-Pool was admitted to the IPBC, and the contractual obligations under the terms of the Contract and By-Laws of the NIHII

Sub-Pool as such document currently exists and as it may be amended in accordance with its terms. The Corporate Authorities of this municipality herein assumes such terms and conditions.

SECTION 3: The President (Mayor) is hereby directed to execute any documents necessary to indicate the membership of this municipality in the NIHII Sub-Pool.

SECTION 4: This Resolution shall be in full force and effect upon its passage in the manner provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

AYES:

NAYS:

ABSENT:

CERTIFIED AS TO CORRECTNESS:

\_\_\_\_\_  
Village President (Mayor)

ATTEST:

\_\_\_\_\_  
Municipal Clerk



Arthur J. Gallagher & Co.  
BUSINESS WITHOUT BARRIERS™

# IPBC 101 for Village of Itasca

July 31, 2015

GREGG R. ALEMAN

DAN M. PARKER

# Who is in the house?

| IPBC Individual Members   | IPBC Sub-Pool Members   |  |
|---|---|--|
| <ul style="list-style-type: none"> <li>Barrington (7/1/1979)</li> <li>Bloomington (7/1/1984)</li> <li>Buffalo Grove (1/1/2012)</li> <li>Carol Stream (10/1/1983)</li> <li>Carpentersville (1/1/2007)</li> <li>Crystal Lake (5/1/2011)</li> <li>Deerfield (5/1/2003)</li> <li>DeKalb (1/1/2008)</li> <li>Des Plaines (6/1/2003)</li> <li>Evanston (12/1/2009)</li> <li>Forest Preserve District of DuPage County (1/1/2004)</li> <li>Franklin Park (11/1/2003)</li> <li>Glenview (7/1/1979)</li> <li>Hanover Park (5/1/1981)</li> <li>Highland Park (1/1/2008)</li> <li>Hinsdale (6/1/1997)</li> <li>Hoffman Estates (1/1/2005)</li> <li>Homewood (1/1/2005)</li> <li>NW Suburban JAWA (1/1/2000)</li> <li>Libertyville (5/1/2006)</li> <li>Lombard (1/1/2014)</li> <li>Morton Grove (1/1/2007)</li> <li>Mount Prospect (4/1/1998)</li> <li>Northbrook &amp; Library (5/1/2003)</li> <li>Oswego &amp; Park District (7/1/2010)</li> <li>Park Ridge (5/1/2015)</li> <li>Rolling Meadows (7/1/1979)</li> <li>Schaumburg (1/1/2012)</li> <li>Streamwood (7/1/1979)</li> <li>West Chicago (10/1/1997)</li> <li>Westmont &amp; Park District (7/1/1979)</li> <li>Wheaton (4/1/2003)</li> <li>Wheeling (7/1/1979)</li> <li>Wood Dale (7/1/1981)</li> </ul> | <p><b>SCDCBP Benefit Pool</b></p> <ul style="list-style-type: none"> <li>Burr Ridge (3/1/1985)</li> <li>Clarendon Hills (9/1/1984)</li> <li>Darien (9/1/1984)</li> <li>Willowbrook (9/1/1984)</li> <li>Woodridge (9/1/1984)</li> </ul> <p><b>SWAHM Benefit Pool</b></p> <ul style="list-style-type: none"> <li>Crest Hill (8/1/2010)</li> <li>Glen Ellyn (1/1/2009)</li> <li>Homer Glen (1/1/2009)</li> <li>Lemont (7/1/1992)</li> <li>Lockport (7/1/2008)</li> <li>Mokena (7/1/1992)</li> <li>New Lenox (7/1/1992)</li> <li>Plainfield (7/1/1992)</li> <li>Shorewood (7/1/1992)</li> </ul> <p><b>WCMC Benefit Pool</b></p> <ul style="list-style-type: none"> <li>Countryside (8/1/1983)</li> <li>Indian Head Park (8/1/1983)</li> <li>LaGrange Park (8/1/1983)</li> </ul> <p><b>SIHII Benefit Pool</b></p> <ul style="list-style-type: none"> <li>Collinsville (6/1/2004)</li> <li>Glen Carbon (7/1/2013)</li> <li>New Baden (7/1/2013)</li> <li>Swansea (5/1/2011)</li> <li>Trenton (9/1/2014)</li> <li>Gateway Center (1/1/2015)</li> </ul> | <p><b>NIHII Benefit Pool</b></p> <ul style="list-style-type: none"> <li>Algonquin (1/1/2014)</li> <li>Bensenville (6/1/2011)</li> <li>Cary (1/1/2015)</li> <li>Gilberts (4/1/2011)</li> <li>Glencoe (1/1/2015)</li> <li>Metropolitan Pier &amp; Exposition Authority (1/1/2012)</li> <li>North Riverside (10/1/2009)</li> <li>Oak Park Public Library (1/1/2015)</li> <li>Oak Park Township (1/1/2014)</li> <li>River Forest (5/1/2011)</li> <li>Rock Falls (1/1/2010)</li> <li>Schaumburg Township (9/1/2014)</li> <li>SEECOM (1/1/2011)</li> <li>West Suburban Consolidated Dispatch Center (1/1/2014)</li> <li>Winfield (7/1/2014)</li> </ul> <p><b>EWBC Benefit Pool</b></p> <ul style="list-style-type: none"> <li>Beecher (11/1/2010)</li> <li>Channahon (1/1/2015)</li> <li>Coal City (1/1/2012)</li> <li>Crete (11/1/2010)</li> <li>Crete Township (11/1/2010)</li> <li>Monroe (11/1/2010)</li> <li>Peotone (11/1/2010)</li> <li>South Chicago Heights (5/1/2014)</li> <li>Steger (11/1/2010)</li> </ul> |

# What is the IPBC

- Intergovernmental agreement
- Allowed by the State, Regulated by the DOI and DOL
- Executive Director and Member Driven
- Financial vehicle
- Conservatively funded and reserved
- Preserve plan design and vendor selection freedom
- Managed by the State's preeminent public sector vendors
- Fully transparent
- **Stable, Budgetable, and Predictable**

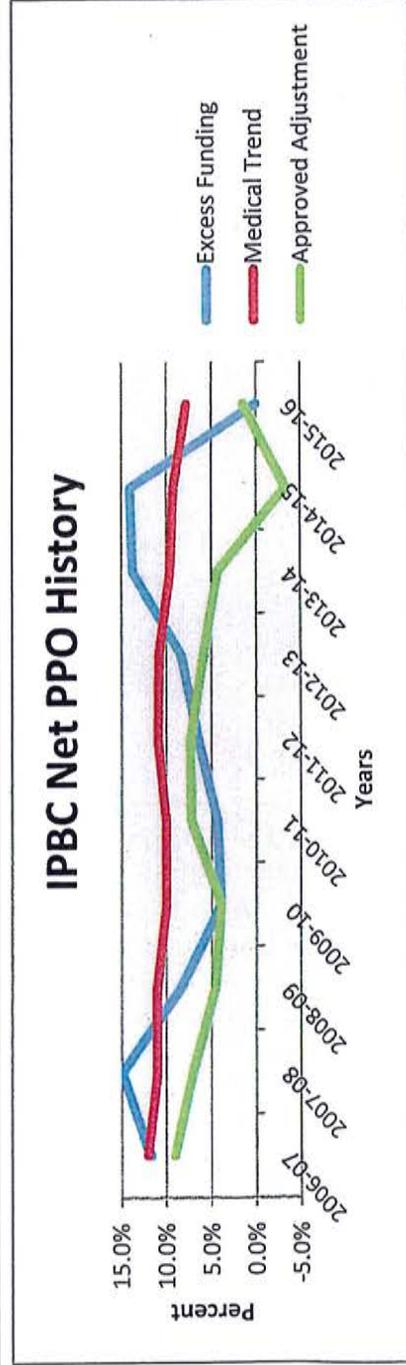
# What We Are Not

- One size fits all
- “That’s the way it is”
- The people who say no
- Quoting machine
- Insolvent

# IPBC Average PPO Rate History

## PPO Rate History

|         | Avg. Approved Adjustment** | Avg. Dividend** | Medical Trend** |
|---------|----------------------------|-----------------|-----------------|
| 2006-07 | 9.0%                       | 11.7%           | 12.0%           |
| 2007-08 | 7.0%                       | 14.9%           | 11.0%           |
| 2008-09 | 4.5%                       | 8.4%            | 11.0%           |
| 2009-10 | 3.9%                       | 3.9%            | 10.0%           |
| 2010-11 | 7.2%                       | 4.3%            | 10.0%           |
| 2011-12 | 7.3%                       | 6.5%            | 10.9%           |
| 2012-13 | 5.9%                       | 8.3%            | 10.8%           |
| 2013-14 | 4.3%                       | 13.7%           | 9.6%            |
| 2014-15 | -3.3%                      | 14.0%           | 9.2%            |
| 2015-16 | 1.4%                       |                 | 7.8%            |



\*\*Varies by member  
 \*\*\*Medical trend is comprised of medical inflation, changes in types of service, changes in provider contracts, increased age of employee population, plan design leveraging, Healthcare Reform, etc.

# Individual Member Five-Year History

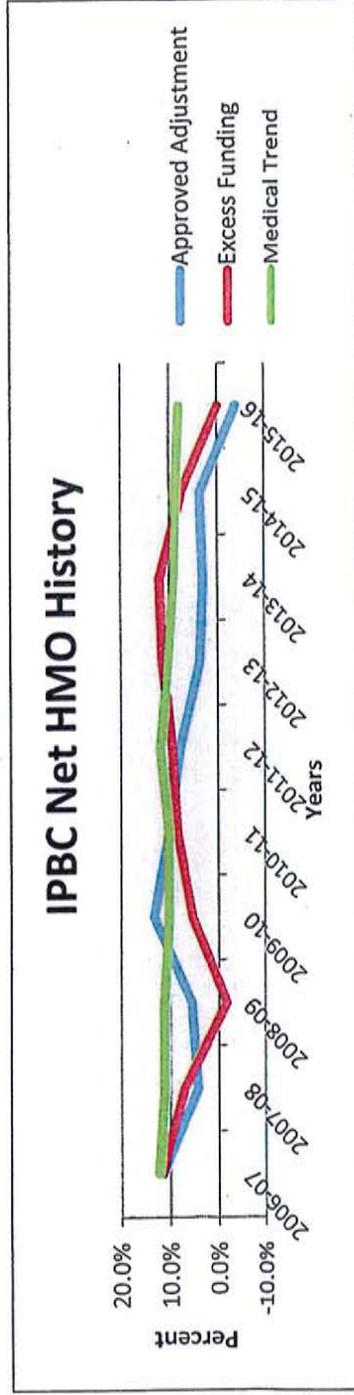
| Community       | Plan Year |          |          |          |          | Average* | Variance from IPBC Avg.** |
|-----------------|-----------|----------|----------|----------|----------|----------|---------------------------|
|                 | 7/1/2011  | 7/1/2012 | 7/1/2013 | 7/1/2014 | 7/1/2015 |          |                           |
| Barrington      | 12.10%    | -4.13%   | 14.30%   | 2.20%    | 11.40%   | 7.17%    | 4.05%                     |
| Bloomington     | 14.90%    | 0.55%    | -5.70%   | -10.10%  | -1.30%   | -0.33%   | -3.45%                    |
| Buffalo Grove   |           |          | 4.20%    | -5.20%   | 7.80%    | 2.27%    | -0.85%                    |
| Carpentersville | 10.50%    | 2.50%    | 7.10%    | -5.90%   | 4.00%    | 3.64%    | 0.52%                     |
| Crystal Lake    |           | 6.13%    | 0.60%    | 1.60%    | -2.20%   | 1.53%    | -1.59%                    |
| Deerfield       | 6.10%     | 13.84%   | 2.40%    | 1.20%    | 2.10%    | 5.13%    | 2.01%                     |
| DeKalb          | 9.60%     | 7.30%    | 4.50%    | 0.50%    | -8.60%   | 2.66%    | -0.46%                    |
| Des Plaines     | 2.20%     | 7.56%    | -0.60%   | 1.30%    | 4.00%    | 2.89%    | -0.23%                    |
| Evanston        | 0.80%     | 7.68%    | 7.10%    | -4.10%   | -5.00%   | 1.30%    | -1.82%                    |
| EWBC            |           | 14.10%   | 7.80%    | -8.30%   | -8.60%   | 1.25%    | -1.87%                    |
| Forest Preserve | 1.60%     | 1.98%    | 7.20%    | -9.50%   | 7.70%    | 1.80%    | -1.32%                    |
| Franklin Park   | 15.80%    | 7.12%    | -2.50%   | -0.40%   | 9.40%    | 5.88%    | 2.76%                     |
| Glenview        | 11.70%    | 1.28%    | 8.40%    | -6.50%   | 8.60%    | 4.70%    | 1.58%                     |
| Hanover Park    | -2.10%    | -2.91%   | -5.70%   | 0.90%    | 4.80%    | -1.00%   | -4.12%                    |
| Highland Park   | 10.20%    | 9.75%    | 3.30%    | -6.20%   | -6.10%   | 2.19%    | -0.93%                    |
| Hinsdale        | 6.00%     | 3.74%    | -3.10%   | 6.70%    | 11.40%   | 4.95%    | 1.83%                     |
| Hoffman Estates | 5.40%     | 7.06%    | 2.90%    | -2.70%   | 4.40%    | 3.41%    | 0.29%                     |
| Homewood        | 2.40%     | 13.57%   | -2.30%   | -13.30%  | -2.10%   | -0.35%   | -3.47%                    |
| Libertyville    | 8.10%     | -4.13%   | 10.20%   | 4.10%    | 7.20%    | 5.09%    | 1.97%                     |
| Lombard         |           |          |          |          | -5.50%   | -5.50%   | -8.62%                    |
| Morton Grove    | 3.90%     | 9.61%    | 8.60%    | -2.50%   | 7.20%    | 5.36%    | 2.24%                     |
| Mount Prospect  | 4.20%     | 7.85%    | 6.20%    | 1.60%    | 1.30%    | 4.23%    | 1.11%                     |
| NIHII           | 17.30%    | 4.77%    | 3.30%    | -6.00%   | 4.80%    | 4.83%    | 1.71%                     |
| Northbrook      | 14.10%    | 5.08%    | 10.60%   | -8.60%   | 1.10%    | 4.46%    | 1.34%                     |
| Oswego          | 9.20%     | -4.13%   | 2.20%    | 2.90%    | -2.70%   | 1.49%    | -1.63%                    |
| Rolling Meadows | 5.10%     | 14.24%   | 3.60%    | -5.60%   | -4.40%   | 2.59%    | -0.53%                    |
| Schaumburg      |           |          | 5.10%    | -2.60%   | -1.40%   | 0.37%    | -2.75%                    |
| SIHII           |           |          |          |          | 1.30%    | 1.30%    | -1.82%                    |
| Streamwood      | 6.50%     | -4.13%   | 5.40%    | -1.60%   | -8.60%   | -0.49%   | -3.61%                    |
| SWAHM           | 8.80%     | 0.15%    | 2.10%    | -4.50%   | 3.90%    | 2.09%    | -1.03%                    |
| West Chicago    | 17.30%    | -3.92%   | -4.40%   | -4.00%   | -8.60%   | -0.72%   | -3.84%                    |
| Westmont        | 5.90%     | 12.55%   | 4.30%    | -5.50%   | 11.40%   | 5.73%    | 2.61%                     |
| Wheaton         | 3.40%     | 13.39%   | 8.40%    | -8.10%   | 2.10%    | 3.84%    | 0.72%                     |
| Wheeling        | 3.50%     | 6.29%    | 1.00%    | 1.20%    | 2.30%    | 2.86%    | -0.26%                    |
| Wood Dale       | 5.90%     | -4.13%   | 9.80%    | -9.30%   | -3.40%   | -0.23%   | -3.35%                    |
| IPBC            | 7.30%     | 5.90%    | 4.30%    | -3.30%   | 1.40%    | 3.12%    | 0%                        |

\* Average calculated using arithmetic mean  
 Communities with green arrows received an average renewal that is at least 3% lower than IPBC average  
 Communities with red arrows received an average renewal that is at least 3% higher than IPBC average  
 Communities with yellow arrows received an average renewal that is +/- 3% of the IPBC average

# IPBC Average HMO Rate History

## HMO Rate History

|         | Avg. Approved Adjustment | Avg. Dividend** | Medical Trend** |
|---------|--------------------------|-----------------|-----------------|
| 2006-07 | 11.5%                    | 11.8%           | 12.1%           |
| 2007-08 | 4.1%                     | 7.0%            | 11.0%           |
| 2008-09 | 5.4%                     | -1.7%           | 11.0%           |
| 2009-10 | 13.1%                    | 5.3%            | 10.0%           |
| 2010-11 | 10.1%                    | 8.3%            | 10.0%           |
| 2011-12 | 7.7%                     | 9.3%            | 11.7%           |
| 2012-13 | 3.6%                     | 11.4%           | 10.2%           |
| 2013-14 | 2.9%                     | 11.9%           | 9.0%            |
| 2014-15 | 3.5%                     | 7.5%            | 8.5%            |
| 2015-16 | -4.9%                    |                 | 7.8%            |



\*\*Varies by member  
 \*\*\*Medical trend is comprised of medical inflation, changes in types of service, changes in provider contracts, increased age of employee population, plan design leveraging, Healthcare Reform, etc.

# Banded Layer

Member responsibility

We're all in this together

## IPBC PPO/EPO BANDED LAYER REALLOCATION EXHIBIT BANDED CLAIMS BETWEEN \$35K AND \$125K YTD JULY 2013 THROUGH JUNE 2014 Data Through June 30, 2014

Arthur J. Gallagher & Co.  
BUSINESS WITHOUT BARRIERS™

| A                          | B                         | C                                 | D  | E   | F                            | G  | H  | I  | J                                   | K                                      |
|----------------------------|---------------------------|-----------------------------------|--|---|------------------------------|--|--|--|-------------------------------------|--|
| Participant                | Average Monthly Employees | Actual Paid Claims under \$35,000 | Actual Paid Claims \$35,000 to \$125,000 | Total Actual Claims Under Step Loss (C + D) | # of Claimants Over \$35,000 | Actual Paid Claims \$35K to \$125K FEPAI (D / B) | Reallocated Claims \$35K to \$125K FEPAI | Reallocated Claims \$35K to \$125K (B + H) | Claims (Forgiven)/ Assessed (I - D) | % Banded Layer Claims of Total (D / E) |
| Barrington (U)             | 63                        | \$765,421                         | \$123,099                                | \$886,520                                   | 6                            | \$164.13   | \$159.08                                 | \$119,312                                  | (\$3,787)                           | 13.9%                                  |
| Bloomingsdale (B)          | 12                        | \$141,173                         | \$0                                      | \$141,173                                   | 0                            | \$0.00   | \$159.08                                 | \$22,908                                   | \$22,908                            | 0.0%                                   |
| Buffalo Grove (B)          | 236                       | \$2,907,057                       | \$487,917                                | \$3,394,954                                 | 20                           | \$172.29   | \$159.08                                 | \$450,523                                  | (\$37,394)                          | 14.4%                                  |
| Carol Stream (B)           | 29                        | \$410,915                         | \$90,000                                 | \$500,915                                   | 1                            | \$254.96   | \$159.08                                 | \$56,156                                   | (\$33,844)                          | 18.0%                                  |
| Carpentersville (B)        | 158                       | \$1,944,193                       | \$353,741                                | \$2,297,934                                 | 12                           | \$186.08   | \$159.08                                 | \$302,417                                  | (\$51,324)                          | 15.4%                                  |
| Central Lake JAWA (C)      | 18                        | \$250,300                         | \$22,820                                 | \$273,120                                   | 3                            | \$105.65   | \$159.08                                 | \$34,362                                   | \$11,542                            | 8.4%                                   |
| Crystal Lake (B)           | 255                       | \$2,724,095                       | \$401,678                                | \$3,125,773                                 | 9                            | \$343.35   | \$159.08                                 | \$486,476                                  | \$84,799                            | 12.9%                                  |
| Deerfield (B)              | 177                       | \$2,251,851                       | \$517,564                                | \$2,769,415                                 | 11                           | \$243.10   | \$159.08                                 | \$338,688                                  | (\$178,876)                         | 18.7%                                  |
| DeKalb (B)                 | 329                       | \$3,028,978                       | \$547,379                                | \$3,576,357                                 | 18                           | \$198.65   | \$159.08                                 | \$628,060                                  | \$80,681                            | 15.3%                                  |
| Des Plaines (B)            | 356                       | \$4,869,275                       | \$665,736                                | \$5,535,011                                 | 32                           | \$155.76   | \$159.08                                 | \$679,921                                  | \$14,185                            | 12.0%                                  |
| DuPage Forest Preserve (B) | 165                       | \$2,006,794                       | \$540,040                                | \$2,546,834                                 | 14                           | \$276.52   | \$159.08                                 | \$310,689                                  | (\$229,351)                         | 21.2%                                  |
| EPO Plan (U)               | 40                        | \$396,081                         | \$1,383                                  | \$397,463                                   | 0                            | \$2.86   | \$159.08                                 | \$76,837                                   | \$75,455                            | 0.3%                                   |
| Evanston (B)               | 548                       | \$6,167,207                       | \$1,073,762                              | \$7,240,969                                 | 33                           | \$163.69   | \$159.08                                 | \$1,045,494                                | (\$30,268)                          | 14.9%                                  |
| EWBC (B)                   | 137                       | \$1,261,829                       | \$202,492                                | \$1,464,321                                 | 6                            | \$130.81   | \$159.08                                 | \$246,261                                  | \$43,769                            | 13.8%                                  |
| <b>TOTAL</b>               | <b>6,907</b>              | <b>\$76,729,370</b>               | <b>\$13,184,807</b>                      | <b>\$89,914,178</b>                         | <b>434</b>                   | <b>\$159.08</b>                                  | <b>\$159.08</b>                          | <b>\$13,184,807</b>                        | <b>(\$0)</b>                        | <b>14.7%</b>                           |

> PPO/EPO Networks: B = Blue Cross, C = CIGNA, U = UHC

### Report Summary/Commentary:

-Claims between \$35,000 and \$125,000 are in the banded layer. These claims are shared on a per employee basis among all individual members in the PPO/EPO plan. Individual members are responsible for their own claims under \$35,000.

-Compares the actual banded layer claims by member converted to PEPM (column G) to the IPBC average (column H or total from column G). This average from column H is then reallocated to each member (column I) and the reallocated claims are carried to the loss ratio report along with the claims under \$35,000 and the reallocated claims over \$125,000. The difference represents the amount forgiven/assessed in column J.

**Column C:** 98% of your people, 85% of your claim spend (predictable)

**Column D:** 2% of your people, 15% of your claim spend (unpredictable, fluctuations)

# Member Dashboard

\*Tutorial available

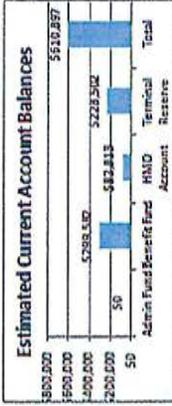
Village of Bensenville  
 IPBC Financial Summary  
 July 2013 Through June 2014 Plan Year  
 Data Through June 30, 2014



Arthur J. Gallagher & Co.  
 100 N. WASHINGTON STREET, SUITE 200  
 CHICAGO, IL 60601

### Account Summary

| Account          | Account Balance as of 6/30/13 | Transfers/Withdrawals Plan Year To Date | Estimated Gain/(Loss) Plan Year To Date | Estimated Account Balance 6/30/14 |
|------------------|-------------------------------|---|---|-----------------------------------|
| Admin Fund       | (\$1,115)                     | \$1,115                                 | \$0                                     | \$0                               |
| Benefit Fund     | \$225,607                     | \$0                                     | \$73,975                                | \$299,582                         |
| HMO Account      | \$98,045                      | (\$98,045)                              | \$82,813                                | \$82,813                          |
| Terminal Reserve | \$130,902                     | \$95,330                                | \$670                                   | \$226,902                         |
| <b>Total</b>     | <b>\$453,439</b>              | <b>\$0</b>                              | <b>\$157,458</b>                        | <b>\$610,897</b>                  |

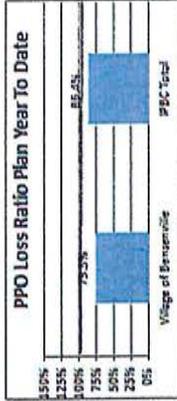


> The estimated gain/loss numbers are unaudited and subject to change.  
 > An estimate of the change in IBNR has been included in the above numbers.  
 > The estimated gain/loss and account balances are calculated for each subpool member based on their percentage of total subpool funding.

### PPO Experience Summary

| Category                                       | Village of Bensenville | IPBC Total   |
|--|------------------------|--------------|
| Average Monthly Enrollment                     | 41                     | 6,886        |
| PPO Loss Ratio                                 | 75.3%                  | 86.4%        |
| PPO Funding Variance                           | \$182,242              | \$14,741,357 |
| PEPM Banded Layer Claim Cost (\$35k - \$125k)* | \$190.01               | \$159.08     |
| # of Claims in Banded Layer                    | 2                      | 434          |

\*PEPM = Per Employee Per Month



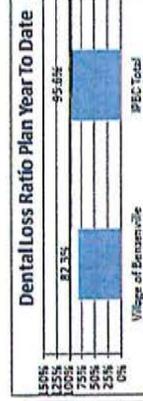
### HMO Experience Summary

| Category                      | Village of Bensenville | IPBC Total  |
|-------------------------------|------------------------|-------------|
| Average Monthly Enrollment    | 59                     | 3,515       |
| HMO Loss Ratio                | 79.2%                  | 89.3%       |
| HMO Surplus/(Deficit)         | \$182,345              | \$4,832,189 |
| Reallocated Surplus/(Deficit) | \$30,385               | \$4,832,189 |



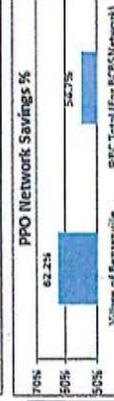
### Dental Experience Summary

| Category                   | Village of Bensenville | IPBC Total |
|----------------------------|------------------------|------------|
| Average Monthly Enrollment | 102                    | 5,209      |
| Dental Loss Ratio          | 82.3%                  | 95.6%      |
| Dental Funding Variance    | \$15,179               | \$136,644  |



### PPO Network Summary

| Category              | Village of Bensenville | IPBC Total (For BCBS) |
|-----------------------|------------------------|-----------------------|
| Network Savings %     | 62.2%                  | 54.7%                 |
| Network Utilization % | 99.3%                  | 99.0%                 |



# PPO Member Renewal



IPBC

## July 1, 2014 PPO and EPO Medical Renewal

### Pooled Increase - Final Renewal

75% Case Trend, 25% Market Trend  
 PROJECTION PERIOD: 7/1/14 TO 6/30/15  
 EXPERIENCE PERIOD: 1/1/12 TO 12/31/13

IPBC Member renewal. Each community can range a maximum of 10 points up or down from the IPBC average.

| MEMBER COMMUNITY   | EMPLOYEES at Dec-13 | ADJUSTMENT                  |              | #2<br>POOLED ADJUSTMENT WITH CURRENT BANDING STRUCTURE ± 10% FROM AVERAGE, NO INTERIOR BANDING |
|--|---------------------|-----------------------------|--------------|--|
|  |                     | #1<br>INDIVIDUAL ADJUSTMENT |              |  |
| Barrington   | 70                  | 2.2%                        | 2.2%         | 2.2%   |
| Bloomington  | 12                  | -10.1%                      | -10.1%       | -10.1%   |
| Buffalo Grove  | 236                 | -5.2%                       | -5.2%        | -5.2%  |
| Carol Stream   | 37                  | -10.2%                      | -10.2%       | -10.2%   |
| Carpentersville  | 157                 | -5.9%                       | -5.9%        | -5.9%  |
| Central Lake JAWA  | 18                  | -1.6%                       | -1.6%        | -1.6%  |
| Crystal Lake   | 255                 | 1.6%                        | 1.6%         | 1.6%   |
| Deerfield  | 178                 | 1.2%                        | 1.2%         | 1.2%   |
| DeKalb   | 329                 | 0.5%                        | 0.5%         | 0.5%   |
| Des Plaines  | 366                 | 1.3%                        | 1.3%         | 1.3%   |
| DuPage Forest Preserve   | 160                 | -9.5%                       | -9.5%        | -9.5%  |
| EPO Plan   | 42                  | -0.9%                       | -0.9%        | -0.9%  |
| Evanston   | 541                 | -4.1%                       | -4.1%        | -4.1%  |
| EWBC   | 128                 | -8.3%                       | -8.3%        | -8.3%  |
| <b>TOTAL</b>   | <b>6,742</b>        | <b>-3.3%</b>                | <b>-3.3%</b> | <b>-3.3%</b>   |
| <b>CURRENT BANDING STRUCTURE - 10% UP AND DOWN FROM AVERAGE, NO INTERIOR BANDING</b> |                     |                             |              |  |
| <b>9.3% ANNUAL TREND</b>   |                     |                             |              |  |

# Differentiators

- Proactive
- Port/Retain plan design
- Access to information/data
- Purchasing power
- Dedicated Municipal service team
- Budgetable, Predictable, Stable, and Flexible
- Full disclosure and Transparency
- Intangibles
- Your peers

**ORDINANCE NO. 1797-16**

**AN ORDINANCE ADOPTING THE VILLAGE OF ITASCA  
2016 OFFICIAL ZONING MAP**

WHEREAS, the Illinois Compiled Statutes (65 ILCS 5/11-13-19) require the corporate authorities to publish each year a map clearly showing the existing zoning uses, divisions, restrictions, regulations, and classifications of the municipality for the preceding calendar year.

NOW, THEREFORE, BE IT ORDAINED by the Village President and the Board of Trustees of the Village of Itasca, DuPage County, Illinois as follows:

SECTION ONE: The Village of Itasca hereby adopts and publishes the 2016 Official Zoning Map of the Village of Itasca, DuPage County, Illinois, which is attached hereto as Exhibit A, and incorporated by this reference.

SECTION TWO: The Village Clerk is authorized and directed to publish this Ordinance, including Exhibit A, in pamphlet form.

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

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of Itasca this \_\_\_\_ day of March, 2016.

APPROVED:

\_\_\_\_\_  
Village President Jeffery J. Pruyn

ATTEST:

\_\_\_\_\_  
Village Clerk Melody J. Craven

**RESOLUTION NO. 847-16**

**A RESOLUTION ADOPTING AN ECONOMIC DEVELOPMENT PLAN 2016**

WHEREAS, in order to establish a uniform and coordinated approach to economic development activities, the corporate authorities of the Village of Itasca wish to adopt an economic development assistance policy.

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Itasca, DuPage County, Illinois, as follows:

SECTION ONE: The corporate authorities of the Village of Itasca hereby approve and adopt the Economic Development Plan 2016, attached hereto as Exhibit A, and incorporated herein by reference.

SECTION TWO: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION THREE: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FOUR: EFFECTIVE DATE. This Resolution shall be in effect immediately from and after its passage and approval.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of Itasca this \_\_\_\_ day of March, 2016.

APPROVED:

\_\_\_\_\_  
Village President Jeffery J. Pruyn

ATTEST:

\_\_\_\_\_  
Village Clerk Melody J. Craven

**RESOLUTION NO. 848-16**

**A RESOLUTION AUTHORIZING EXECUTION OF A  
COST PARTICIPATION LETTER FROM THE ILLINOIS TOLLWAY  
REGARDING CONSTRUCTION WORK ON ILLINOIS ROUTE 390 FROM  
ARLINGTON HEIGHTS ROAD TO LIVELY BOULEVARD**

WHEREAS, the Illinois Tollway will be performing construction on Illinois Route 390 from Arlington Heights Road to Lively Boulevard; and

WHEREAS, as part of the construction, the Village of Itasca requested that additional improvements be made, namely, liner signage on the north and south parapet walls of the Illinois Route 390 bridges over Prospect Avenue; and

WHEREAS, the Tollway has presented a Cost Participation Letter, attached hereto and incorporated herein as Exhibit A, to the Village of Itasca whereby the Village acknowledges the costs it will incur for its requested improvements; and

WHEREAS, the corporate authorities of the Village of Itasca wish to accept the Cost Participation Letter, Exhibit A, and authorize the Village President to execute it on behalf of the Village of Itasca.

NOW, THEREFORE, BE IT RESOLVED by the Village President and the Board of Trustees of the Village of Itasca, DuPage County, Illinois, as follows:

SECTION ONE: The corporate authorities of the Village of Itasca hereby concur with the Cost Participation Letter, Exhibit A, from the Illinois Tollway.

SECTION TWO: The Village President, or his designee, is hereby authorized to sign and execute the Cost Participation Letter on behalf of the Village of Itasca.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in effect immediately from and after its passage and approval.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

APPROVED and ADOPTED by the Village President and Board of Trustees of the  
Village of Itasca this \_\_\_\_ day of March, 2016.

APPROVED:

\_\_\_\_\_  
Village President Jeffery J. Pruyn

ATTEST:

\_\_\_\_\_  
Village Clerk Melody J. Craven