

**Administrative-Finance Committee
December 13, 2010
6:30 P.M. – City Hall Conference Room**

- 1. Call to Order**
- 2. Establishment of Quorum**
- 3. Public Comment**
- 4. Discussion Items**
 - a. Speedway Liquor License
 - b. Health Insurance renewal
 - c. Sale of Surplus Property – Municipal Services
 - d. Emergency Operations Plan
 - E. YTD Review – Water Fund
- 5. Other Business**
- 6. Next Meeting – January 10, 2011**
- 7. Adjournment**

AGENDA MEMO
City Council
Meeting Date: December 13, 2010

Issue Statement

Approval of an Ordinance increasing the number of Class E liquor Licenses from five to six.

Background/History

The City approved plans for the construction of a new Speedway at 7502 S. Cass Avenue. Attached is a **letter from Scott Zink of Speedway**. The letter requests consideration to sell beer and wine from the business.

On June 15, 2009 the City Council approved a motion confirming their intent to create a new Class E License for Speedway once it razed and rebuilt the station. The station is now in the final stages of the rebuild and Speedway has requested the liquor license. This ordinance increases the number of Class E Licenses from five to six to allow Speedway to sell alcohol under these restrictions.

Staff/Committee Recommendation

Staff recommends approval of this ordinance.

Alternate Consideration

Not approving the ordinance would be an alternate consideration.

Decision Mode

This ordinance will be on the December 20, 2010, City Council agenda for formal consideration.

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3-3-7-5 OF THE DARIEN CITY CODE

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

THIS 20th DAY OF DECEMBER, 2010

**Published in pamphlet form by authority of
the Mayor and City Council of the City of
Darien, DuPage County, Illinois, this _____
_____ day of _____, 2010.**

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3-3-7-5 OF THE DARIEN CITY CODE

SECTION 1: Section 3-3-7-5 of the Darien City Code, "Class E License," is hereby amended to provide as follows [deleted language stricken]:

3-3-7-5: CLASS E LICENSE:

(C) The number of class E licenses shall be ~~five (5)~~ six (6).

SECTION 2: This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20th day of December, 2010.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20th day of December, 2010.

ORDINANCE NO. _____

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Speedway SuperAmerica LLC

May 12, 2009

P.O. Box 1500
Springfield, OH 45501
Telephone 937-864-3000

Hon. Kathleen Weaver
City of Darien
1702 Plainfield Road
Darien, IL 60561

RE: Speedway #7765 Rebuild Project - 7502 South Cass Street, Darien, IL

Dear Mayor Weaver:

Per phone conversations with Mr. Dan Gombac, I would like to formally request approval of a beer/wine license for the Speedway located at 7502 South Cass Street, Darien, IL. It is the intent of Speedway SuperAmerica LLC to re-develop this location to better serve our customers in the area, please be assured we will be submitting plans for review soon. Our Project Manager, Richard Maurer, is currently working with Mr. Gombac to secure permitting.

Due to the unstable economy, we were unable to secure funds to rebuild this location in 2009; however, it is Speedway's intent to complete construction in 2010, pending approval of funds. This project is still being considered "on the bubble" due to the high cost of construction, and will continue to be reviewed for the economic return on the investment. As I am sure you can appreciate the retail environment has changed significantly over the past several years. Due to ever tightening gasoline margins, Speedway relies very heavily on inside sales to overcome the significant capital investment a new store requires. There were a number of concessions (above our standard store construction) negotiated during the site plan review process which increased the project cost. The issuance of a beer/wine license would aid significantly in making the re-development possible. Your consideration of this matter would be greatly appreciated.

If you require further information, please do not hesitate to call me at 937-863-7643, or e-mail me at sezink@ssallc.com. Our senior management team in the Chicago-land area can also be available to discuss any questions/concerns you may have related to the operations of the store. Thank you for your assistance with our project.

Sincerely,

Scott E. Zink
Program Manager

Cc: Mr. Dan Gombac (Director of Community Development, City of Darien, IL)
Equal Opportunity Employer

AGENDA MEMO
Administrative/Finance Committee
December 13, 2010

ISSUE STATEMENT

Consideration of a resolution to continue the City of Darien's membership in the Intergovernmental Personal Benefits Cooperative and the South Central DuPage Benefit Pool through July 1, 2014.

BACKUP

BACKUP

BACKGROUND/HISTORY

The City of Darien provides health insurance for employees through a cooperative of fifty municipalities. This cooperative, IPBC, is made up of individual municipalities in some instances or smaller pools such as the one Darien participates with, called the South Central DuPage Benefit Pool. The current SCDBP is made up of Burr Ridge, Clarendon Hills, Darien, Willowbrook and Woodridge. The SCDBP is a voting member of the IPBC, which uses economies of scale to gain advantageous pricing for employee benefits.

Membership to both the IPBC and the SCDBP must be renewed every three years. The other members of SCDBP have expressed interest in renewal. If a resolution is not passed within sixty days of the renewal period confirming renewal, the municipality will be dropped from the coverage program.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends continuing with the IPBC and the SCDBP.

ALTERNATE CONSIDERATION

Not continuing with the IPBC and the SCDBP would be an alternate consideration.

DECISION MODE

This item will be on the December 20, 2010 City Council meeting for formal approval.

RESOLUTION NO. _____

A RESOLUTION EXTENDING THE PERIOD OF PARTICIPATION IN THE INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE FOR A PERIOD OF THREE ADDITIONAL YEARS

WHEREAS, the City of Darien is a member of the Intergovernmental Personnel Benefit Cooperative (IPBC), which is an intergovernmental entity providing health and life insurance benefits to the employees of this municipality; and,

WHEREAS, through its membership in the IPBC, the City of Darien gains the ability to achieve economies of scale in the administration of the benefit claims of its requisite members and other benefits of membership provided for in the contract and by-laws of that cooperative; and,

WHEREAS, the Contract and by-laws of the IPBC provide that the IPBC shall operate in three year cycles with the governing board of each member, including the governing board of municipal corporation members, being required to pass a resolution agreeing to continue as a member for the new three year cycle; and

WHEREAS, failure to pass a timely resolution, at least sixty (60) days before the commencement date of a new three year cycle, shall constitute a withdrawal from the Cooperative; and,

WHEREAS, the next three year cycle of the cooperative commences on July 1, 2011; and,

WHEREAS, the City of Darien desires to express, through the passage of this resolution, its intent to continue as a member of the cooperative for the three year cycle commencing on July 1, 2011, provided that an adequate number of other members of the cooperative, as is set forth within the contract and by-laws document, also agree to continue as members for the next three year cycle.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: The City of Darien shall continue as a member of the Intergovernmental Personnel Benefit Cooperative and the South Central DuPage County Benefit Pool for a three year term commencing on July 1, 2011, in accordance with the contract and by-laws of the IPBC as they currently exist or as they may be validly amended in the future.

RESOLUTION NO. _____

SECTION 2: The obligation of the City of Darien as a member of the Intergovernmental Personnel Benefit Cooperative shall require the City of make financial contributions to the Intergovernmental Personnel Benefit Cooperative only to the extent required from time to time by the Contract and bylaws of the IPBC.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE

COUNTY, ILLINOIS, this ____ day of _____ 2010

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE

COUNTY, ILLINOIS, this ____ day of _____ 2010

ATTEST: _____
KATHLEEN MOESLE WEAVER, MAYOR

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

SECOND COMPREHENSIVE AMENDMENT
TO AN AGREEMENT
SCDCBP BY-LAWS

THIS SECOND COMPREHENSIVE AMENDMENT TO AN AGREEMENT made and entered into by and between the CITY OF DARIEN, an Illinois municipal corporation, the VILLAGE OF WOODRIDGE, an Illinois municipal corporation, the VILLAGE OF WILLOWBROOK, an Illinois municipal corporation, the VILLAGE OF CLARENDON HILLS, an Illinois municipal corporation, and the VILLAGE OF BURR RIDGE, an Illinois municipal corporation (hereinafter individually referred to as "MEMBERS" or "MEMBER").

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, 5ILCS 120 (2000) et seq., Illinois Compiled Statutes, 1981, 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 have undertaken a series of studies to determine the feasibility of entering into an Intergovernmental Personnel Benefits 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 have concluded that the creation of such a Cooperative is financially and administratively feasible; and

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

WHEREAS, the Contract and By-Laws of 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 pool with the rights and powers equivalent to that of a single member of IPBC; and

WHEREAS, the MEMBERS desire to create a South Central DuPage County Benefit Pool, hereinafter referred to as the "SCDCBP"; and

WHEREAS, the MEMBERS, with this Agreement, are desirous of establishing their mutual rights and obligations with respect to their membership in SCDCBP 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 herein above are incorporated herein by reference as substantive provisions of the Agreement.

2. PARTICIPATION

The membership of SCDCBP shall consist of those 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 SCDCBP in accordance with the provisions of this Agreement. MEMBERS of the SCDCBP may also add listed entities as defined in the IBPC BY-LAWS. The MEMBER who lists other entities to its membership shall be the sole MEMBER of SCDCBP 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 SCDCBP 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. In no event shall a new member participate in or benefit from any HMO or indemnity plan surpluses that accrue in the first plan year if the new member joins after July 1 of that plan year. In the event that the Board of the IPBC objects to a prospective member of the SCDCBP or a listed entity of such prospective member, it may require the SCDCBP Board to deny admission to 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 SCDCBP 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, which is established as July 1 through June 30, the Board shall elect one (1) delegate to serve as both Chairperson of the Board and representative to the IBPC. 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 officers 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 SCDCBP with respect to SCDCBP membership in IPBC, as well as the relationship between SCDCBP 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 SCDCBP 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. 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 SCDCBP 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 of the entire membership.
- d. Any amendments to this Agreement which involve the manner in which the SCDCBP shall function as a MEMBER of the IPBC or the financial obligations of the SCDCBP or its MEMBERS to the IPBC shall not become effective

after passage by the Board of the SCDCBP 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 two (2) delegates. 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.

7. FINANCES

A. The SCDCBP 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 SCDCBP 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 SCDCBP.

B. The SCDCBP 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 SCDCBP 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 SCDCBP 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 SCDCBP should dissolve, each shall be liable for its proportional share of the default or owed amounts, plus any costs in collection. Payments shall be due within thirty (30) days after written notice from the IPBC of the amounts due.

Each separate MEMBER shall promptly pay to the agent for the SCDCBP or to the IPBC such monthly, supplementary or other payments as shall be due the IPBC. The financial

obligations of each MEMBER shall be those that would be properly chargeable if the MEMBER were an independent MEMBER of the IPBC, in accordance with the then current terms of the Contract and By-Laws of the IPBC. In the event that a MEMBER of SCDCBP should default in its financial obligations, both the SCDCBP 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.

8. PLAN OF BENEFITS

Each MEMBER agrees to accept the Plan of Benefits described in Attachment A, as may be revised from time to time, for its officers and employees who are included in its personnel benefit program. All MEMBERS of SCDCBP shall choose from any benefit plans which are offered through SCDCBP and approved by IPBC.

9. OBLIGATIONS OF MEMBERS

The obligations of each MEMBER to SCDCBP 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 SCDCBP, within the scope of this Agreement. Any delinquent payments shall accrue a

penalty which, for the 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.

- b. To appoint a delegate and an alternate on the Board of Directors of SCDCBP.
- c. To allow IPBC 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.
- d. To furnish full cooperation to IPBC attorneys, claims adjusters, the Benefit Administrator and any agent, employee, officer, or independent contractor, of IPBC relating to the purpose and power of IPBC.
- e. To report to IPBC as promptly as possible all claims made to it within its benefit program as administered by IPBC.

10. RESERVE FUNDS

The SCDCBP shall establish accounts in the IPBC Terminal Reserve Fund, the Administration Fund, the HMO Fund and other related 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 SCDCBP. The total amount of the reserve funds available, as determined by the audit, which is

normally approved by the IPBC Board no later than the end of January for the plan year closing on June 30, shall be equal to two (2) times the average monthly payment based on the current plan year rates if the SCDCBP should only provide HMO coverages, and three (3) times the amount for a MEMBER which provides at least one-half (1/2) of its employees with an indemnity plan. A separate accounting shall be established to determine each individual member's balance within the IPBC Funds. The exact amount of the Reserve Fund 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 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 Reserve Fund to cover the shortfall.

New members to the SCDCBP 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 must be made prior to the start of coverage.

If one or more members chooses to withdraw from the SCDCBP, 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 SCDCBP 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.

Withdrawal of Funds/Transfer to Terminal Reserve

Terminal Reserve balances may be utilized by members to reduce future premiums, to fund deficits in other member accounts or may be withdrawn by the member upon written request to the Cooperative. Any SCDCBP member wishing to withdraw money from this fund must send its request via email to the SCDCBP Chairperson, who will then send an email to the other members of the SCDCBP for concurrence. Once the Chairperson has received concurrence, the request will be forwarded to the Gallagher Benefit Services representative, who will in turn submit the request to the IPBC Auditors for verification of the Member's current Terminal Reserve balance. The request and verified balances will be forwarded to the IPBC Treasurer for final approval and payment.

If the approved request for funds causes the member's Terminal Reserve to fall below the required Reserve amount, the member shall replenish the Terminal Reserve fund to the

appropriate minimum level within 150 days after the audit has been approved for the plan year in which the funds were taken.

11. WITHDRAWAL/TERMINATION

A. MEMBERS shall be obligated to continue as MEMBERS during successive terms as established by the Board of Directors of IPBC. The obligation of a MEMBER during each term in which it is 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 term. In addition, a MEMBER shall only be required to provide continuing participation for those persons within said classes of officers and employees as are actually employed or working for the MEMBER.

Any MEMBER may withdraw from membership by giving written notice of such intention to withdraw to all other MEMBERS at least ninety (90) days prior to the commencement of one of the multi-year extension terms of the IPBC. Failure to give such notice shall obligate the MEMBER to continue for the next multi-year term except where SCDCBP withdraws from IPBC, IPBC terminates or the IPBC declines to permit the SCDCBP to remain within the Cooperative. Withdrawal by SCDCBP may only be made to take effect at the end of the then current multi-year cycle.

B. If a MEMBER should withdraw from the SCDCBP, 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 SCDCBP shall enter into a contract with the IPBC or its Administrator to provide such services using funds furnished by that withdrawing entity. If a MEMBER shall withdraw from the SCDCBP, benefit claims of the withdrawing MEMBER in an HMO program shall continue to be processed and paid by the IPBC after the close of the plan year in which the withdrawal takes place, using the withdrawing MEMBER's share of their Reserve Funds. The amount of the Reserve Funds for the withdrawing member for the purpose of paying "run-out claims" shall be based on 2 times the average monthly payment based on the current plan year rates. When the withdrawing MEMBER's Reserve Funds have been exhausted, the IPBC shall continue to pay claims, but it shall first utilize the Terminal Reserve Fund of the other MEMBERS in a proportional manner, while billing the withdrawing MEMBER for the deficiency. It shall be the responsibility of the withdrawing MEMBER to pay all outstanding claims within 30 days of receipt of any outstanding bill.

C. A final accounting of the withdrawing MEMBER's fair share of their Reserve Funds shall occur during the audit process for the last plan year that the withdrawing MEMBER was a member of the SCDCBP. 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

SCDCBP within 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 SCDCBP 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 11B hereof.

12. EXPULSION OF MEMBERS

By the vote of 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 SCDCBP 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 SCDCBP relating to the purpose and powers of the IPBC or SCDCBP.
- c. Failure to carry out any obligation of a MEMBER which impairs the inability of the SCDCBP to carry out its purposes and powers.

No MEMBER may be expelled except after notice from the SCDCBP 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 SCDCBP 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 SCDCBP.

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 obligation shall only exist where there is a credit balance held by the IPBC to the account of the SCDCBP 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 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 SCDCBP 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 SCDCBP from membership so long as a particular municipality or listed entity was a MEMBER of the SCDCBP, that MEMBER or listed entity shall be deemed to have been expelled from the SCDCBP in the same manner as if the SCDCBP Board had taken that action.

13. ACCEPTANCE OF CONTRACT AND BY-LAWS OF THE INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE

The MEMBERS 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 SCDCBP duties or responsibilities different from the other MEMBERS of the IPBC and not initially contained within this Agreement.

14. COMMENCEMENT OF SECOND COMPREHENSIVE AMENDMENT

This Second Comprehensive Amendment to an Agreement shall be in full force and effect and legally binding upon the signatory MEMBERS as of the date of its passage by the Board of Directors 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 SCDCBP. 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 MEMBER. The terms of this Agreement may be enforced in a court of law or equity either by the SCDCBP 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 limited financial contributions to the SCDCBP 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. The contracting parties' intent in the creation of the SCDCBP is to establish an organization for joint personnel benefit administration only within the scope herein set out, and have not, herein created as between MEMBER and MEMBER, any relationship of surety, indemnification or responsibility for the debts or claims against any MEMBER.

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.

First Comprehensive Amendment Approved 12/4/02 by SCDCBP Board of Directors

Second Comprehensive Amendment Approved 10/9/03 by SCDCBP Board of Directors

Revision to Second Comprehensive Amendment (Process for Withdrawals from Terminal Reserve) Approved 1/21/10 by SCDCBP Board of Directors

Revision to Second Comprehensive Amendment (Repaying Withdrawals from Terminal Reserve to Maintain Minimum Requirement) Approved 9/30/10 by SCDCBP Board of Directors

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

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**THIRD 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 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

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

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

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.

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 two (2) months of estimated funding for the Benefit Pool.

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

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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

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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.

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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.

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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 January 1, 2006. 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 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 shall in each case or from time-to-time establish.

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ARTICLE IV. Term of the COOPERATIVE and Amendment.

Since, as of May May 2, 2005, MEMBERS of the COOPERATIVE, which provided their respective benefit plans to at least 750 officers and employees did by corporate ordinance or resolution elected to continue as MEMBERS into the next three-year cycle, the COOPERATIVE has continued in existence. The terms of this Third Consolidated Amendment to the Contract and By-Laws of the Intergovernmental Personnel Benefit Cooperative shall take effect upon its approval by the Board of Directors. If this Third Consolidated Amendment is approved, its terms, as amended, shall govern all actions taken of the Cooperative including the obligations of MEMBERS to provide benefits to their employees as is provided herein.

ARTICLE V. Board of Directors.

- (a) There is hereby established a Board of Directors of the COOPERATIVE. Each MEMBER unit of local government shall, by majority vote of its governing board, elect one (1) person to represent that body on the Board of Directors. 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. During the last quarter of the fiscal year, or at its first meeting of each subsequent fiscal year, the Board of Director shall elect from the Board one (1) person to serve as Chairman of the Board and one (1) person to serve as Vice Chairman of the Board for terms of one (1) or two (2) fiscal years,. The Board of Directors may from time-to-time establish other officers of the Board and may elect a person from the Board 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. The Board may also remove any elected officer or appointed Committee member.
- (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 employed by 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) Setting of fidelity bonding requirements for employees or other persons, (4) Approval of amendments to the By-Laws, (5) Approval of the acceptance of new MEMBERS and listed entities,

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- (6) Approval of educational and other programs relating to claim reduction, (7) 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, (8) Any other matters not assigned to another committee, officer, independent contractor, or agent.
- (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 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 in the absence of a quorum, not more than two (2) Directors may participate in a meeting by telephonic means. If more than two (2) Directors request to participate by telephonic means, a random method carried out in advance of the meeting shall be used by the person who will be presiding at the meeting to choose the Directors to be selected. 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 his successor has been selected. The representative chosen by the MEMBER may be removed by the majority vote of the corporate authorities of the MEMBER during the period of this term. In the event that a vacancy occurs in the representative or alternate rep-

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representative selected by the corporate authorities of a MEMBER, that body 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 may establish rules governing its own conduct and procedure not inconsistent with the By-Laws.
- (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 admission of a new MEMBER or a listed entity and 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 at least the concurrence of two-thirds (2/3) of the entire membership of the Board of Directors,

- (iv) The amendment of these By-Laws to require mandatory membership in the COOPERATIVE for more than a three-year term shall require the favorable vote of the governing board of each MEMBER evidenced by a resolution or ordinance.
- (v) The payment of a contested employee benefit in a manner contrary to that recommended by the Administrator, 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.
- (vi) The approval of annual payments of all kinds, 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) 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 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 Chairman of the Board, Treasurer and such other officers as may be selected from time-to-time may submit to the Board of Directors for their approval, reimbursement of expenses incurred in the pursuit of their position as officers of the COOPERATIVE. The reimbursement for such expenses shall include amounts advanced on behalf of the COOPERATIVE either by the officer himself or by a MEMBER of the COOPERATIVE.

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- (i) There is hereby established an Executive Committee. The Board can establish other Standing Committees. The Chairman shall name the MEMBERS and Chairs of authorized Standing Committees subject to approval by the Board. The Chairman may fill vacancies until the Board shall act on appointments. The day-to-day operation of the Cooperative shall be directed by an Executive Committee. That Committee shall be composed of the Chairman, Vice Chairman, Treasurer and the Chairs of other Standing Committees. The Executive Committee shall meet at the call of the Chairman or any two other members. The Executive Committee shall review and pay the bills submitted to the Cooperative by its providers and consultants and may choose to settle disputes over coverage or raised by the MEMBERS or to refer such disputes to the Board of Directors. The Executive Committee will also carry out such assignment or duties as shall be generally, or on a specific basis, assigned to it by the Board of Directors or the Chairman. Any decision of the Executive Committee may be appealed by a MEMBER within thirty (30) days to the Board at its next regular or special meeting which occurs at least seven (7) days after the date of the appeal.

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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 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. Special meetings of the Board of Directors may be called by its Chairman, or by any two (2) Directors. Ten (10) days written notice of regular or special meetings shall be given to the official representatives of each MEMBER government 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 Chairman of the Board of Directors or by the convening authority.
- (c) To the extent not contrary to these By-Laws, and except as modified by the Board of Directors, Roberts 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 MEMBERS of the Board of Directors.

ARTICLE VII. Cooperative Officers.

- (a) In addition to the Chairman and Vice Chairman, the officers of the COOPERATIVE shall consist of a Treasurer and such other offices as are established from time-to-time by the Board of Directors. All officers shall be appointed by the Board of Directors.
- (b) The Treasurer shall:
1. 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.
 2. In general, 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 Administrator or the Board of Directors.
- (c) In the absence of the Treasurer, or in the event of the inability or refusal of such officers to act, the Chairman of the Board of Directors may temporarily perform

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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 Chairman may act, in any case, until the selection is made.

- (d) 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.
- (e) The Board 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.

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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.

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 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 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

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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.
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 Administrator 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

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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. The Board of Directors may establish a method whereby automatic withdrawals from Terminal Reserves are utilized 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 this account must receive at least the concurrence 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.

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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 insurance coverage or other costs, 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 Executive Committee, 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 Executive Committee may always deduct from a MEMBER's 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 Executive Committee within sixty (60) days of a written request. If the COOPERATIVE shall have advanced funds on behalf of a MEMBER such that the MEMBER is expected to have

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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. Runout Claims--Pre-July 1, 1996.

The administration and financing of pre-1996 claims shall be administered in accordance with the Second Consolidated Amendment.

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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 at least sixty (60) days prior to the intended effective date of such change; and such change shall be subject to a redetermination on an 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 Committee 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 Chairman. 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 Committee 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-

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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 chooses to establish a single annual increase with bands, it may, under two (2) circumstances and upon the recommendation of the Administrator, individually rate a MEMBER or MEMBERS. Where the actual paid claims, incurred by a MEMBER during two (2) or more years of a three (3) year cycle, 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 HMO 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

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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 Committee, 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

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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 Committee 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.

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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 or at levels above the insurance purchased for MEMBERS.

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ARTICLE XI. Obligations of Members.

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

- (a) To appropriate 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.

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- (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, 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 attorneys, claims adjusters, the Administrator and any 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.

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- (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. For example, large case management and frequency and amount of claim submissions. The adoption of such procedures shall require at least the concurrence of two-thirds (2/3) of the entire membership of the Board of Directors.

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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 or performed by the Director within the scope of his authority. The COOPERATIVE may purchase insurance providing similar coverage for such Directors or officers.

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ARTICLE XIII. Additional Insurance.

The Administrator 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.

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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 Committee or the Board of Directors, which declines to pay a benefit in whole or in part, the decision of the Executive Committee 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.

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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.

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ARTICLE XVI. Expulsion of Members.

By at least the concurrence of 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, 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 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

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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.

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

All MEMBERS of the COOPERATIVE shall be obligated to continue as MEMBERS during a three-year membership cycle. The obligation of a MEMBER during each cycle in which it is 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 three-year cycle. 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 three-year cycle, 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, 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 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

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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.

In order to continue as a MEMBER of the COOPERATIVE into the next three-year cycle which will commence on July 1, 2008, and for each three-year cycle thereafter, the governing Board of each MEMBER must, at least sixty (60) days before the commencement date, pass an ordinance or resolution agreeing to continue as a MEMBER for the new three-year term. Failure to pass a timely ordinance or resolution shall constitute a withdrawal; provided, however, that by at least the concurrence of the majority of the entire continuing MEMBERS, the withdrawal may be canceled and the MEMBER, at its request, filed within that sixty (60) day period, may be reinstated.

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 con-

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

If the withdrawal of MEMBERS prior to the start of any three-year cycle shall reduce the number of covered employees and officers of the remaining MEMBERS, and any new MEMBERS legally committed to membership for the next three-year cycle, to less than 750 persons, 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

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500 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.

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AGENDA MEMO
Administrative Finance Committee
December 13, 2010

ISSUE STATEMENT

The Administrative Finance Committee is requested to review and recommend City Council approval of an ordinance authorizing the sale of surplus property.

BACKGROUND/HISTORY

Staff is requesting that the following property be declared as surplus property and auctioned on E-Bay or disposed of:

YEAR	MODEL	VIN #	MILEAGE / HOURS
1997	GMC 9 ton - Unit #109	1GDP7H1J8VJ508553	48,314 miles
1999	Saturn SW2 Wagon - Unit #510	1G8ZK8276XZ178991	109,903 miles
1996	Chevy S-10 pickup - Unit #B-3	1GCCS1448TK198362	72,136 miles
1974	1030D 9 ton Trailer Flat Bed - Unit #301	1030D - 9887HK	N/A
1995	Jamar Trailer - Unit #316	4AJFS1627SJ015598	N/A
2003	Chevy C2500HD S - Unit #400	1GCHC29UX3E14011	147,723 miles
1997	Dodge Dakota Pickup - Unit #403	1B7FL26X4VS262214	141,116 miles
1986	Ingersoll Rand Compressor - Unit #305	156609U86175	880 hours
1990	Asphalt Reclaimer Attachment - Unit #146	49788	
1988	Saw - Concrete Walk-behind Unit #308	257185	
1993	Arrow Master Arrow Board - Unit 314	9911B446	
1997	Bunton Mower - Unit #409	YB526411	

STAFF RECOMMENDATION

Based upon the above information, staff recommends that the items listed above be declared surplus property and be auctioned or disposed of.

ALTERNATE CONSIDERATION

Not approving this ordinance at this time would be an alternate consideration.

DECISION MODE

If approved by the Committee, this item will be placed on the December 20, 2010 City Council Agenda for formal Council approval.

*Passage of this ordinance requires a three-fourths majority vote by the City Council.

CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE SALE
OF PERSONAL PROPERTY
OWNED BY THE CITY OF DARIEN**

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 20th DAY OF December, 2010

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, this
_____ day of _____, 2010.**

**AN ORDINANCE AUTHORIZING THE SALE
OF PERSONAL PROPERTY
OWNED BY THE CITY OF DARIEN**

WHEREAS, in the opinion of at least three fourths of the corporate authorities of the City of Darien, it is no longer necessary or useful, or for the best interests of the City of Darien, to retain ownership of the personal property hereinafter described; and

WHEREAS, it has been determined by the Mayor and City Council of the City of Darien to sell said personal property at a Public Auction or dispose of said property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1: The Mayor and City Council of the City of Darien find that the following described personal property, now owned by the City of Darien, is no longer necessary or useful to the City of Darien and the best interests of the City of Darien will be served by its sale:

1. 1997 GMC 9 ton – Unit 109, VIN #1GDP7H1J8VJ508553, 48,314 Miles
2. 1999 Saturn SW2 Wagon – Unit 510, VIN #1GSZK8276XZ178991, 109,903 Miles
3. 1996 Chevy S-10 pickup – Unit B-3, VIN #1GCCS1448TK198362, 72,136 Miles
4. 1974 1030D 9 ton Trailer Flat Bed – Unit 301, VIN #1030D – 9887HK
5. 1995 Jamar Trailer – Unit 316, VIN #4AJFS1627SJ015598
6. 2003 Chevy C2500HD S – Unit 400, VIN #1GCHC29UX3E14011, 147,723 miles
7. 1997 Dodge Dakota Pickup – Unit 403, VIN #1B7FL26X4VS262214, 141,116 miles
8. 1986 Ingersoll Rand Compressor – Unit 305, VIN #156609U86175, 880 hours
9. 1988 Asphalt Reclaimer Attachment – Unit 146, VIN #49788
10. 1993 Saw – Concrete – Walk-behind, Unit 308, VIN #257185
11. 1997 Arrow Master Arrow Board Unit #314, VIN #9911B446
12. 1997 Bunton Mower Unit 409, VIN #YB526411

SECTION 2: The City Administrator is hereby authorized and directed to sell the aforementioned personal property, now owned by the City of Darien. Items will be auctioned on E-Bay On Line Auction or disposed of.

ORDINANCE NO. _____

SECTION 3: This Ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such Ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, that this Ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, 20TH this day of December, 2010.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20TH day of December, 2010.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
Administrative/Finance Committee
December 13, 2010

ISSUE STATEMENT

Consideration of a resolution to approve the Emergency Operations Plan in final form.

BACKUP

BACKGROUND/HISTORY

The City of Darien hired a consultant to complete the updated Emergency Operations Plan for the City of Darien. The City approved this at the July 19, 2010 City Council meeting and sent it to DuPage County. DuPage County and our consultant found two modifications for the plan, which are the location of our tornado sirens and the coverage map of the sirens. These are now included in the final plan approved by DuPage County. The final approved plan is now ready to be approved by the City Council and signed by the Mayor.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approving the final Emergency Operations Plan.

ALTERNATE CONSIDERATION

Not approving the plan would be an alternate consideration.

DECISION MODE

This item will be on the December 20, 2010 City Council meeting for formal approval.

ANNEX A3

WARNING & EMERGENCY INFORMATION



Purpose: How the public will be warned and instructed regarding actual or threatened hazards through the public media or other means. 301.240b1

**ANNEX A3 – WARNING & EMERGENCY INFORMATION
PRIORITY CHECKLIST**

FIRST PRIORITIES – INITIATE IMMEDIATELY (Within first two hours)

DEPARTMENT	FUNCTIONS
<p>Police Telecommunicator</p>	<p>Provide warnings to the public as per protocol, as directed by the CMT. Activate EAS and sirens, if appropriate.</p> <p>Consider use of the Reverse 911 system to disseminate situational information to the affected public.</p> <p>Coordinate the activation of the Emergency Alerting System (EAS) with the County EOC, if appropriate.</p>
<p>Public Information Officer (PIO)</p>	<p>Report to the EOC to confer with EOC staff regarding the local state of affairs.</p> <p>Establish a central location for the Media to receive information. Consider the Media Briefing Center, located at the City Hall Council Chambers. (See Annex A3 for more information)</p>
<p>Mass Care Coordinator</p>	<p>Make initial contact with all potentially affected special needs facilities and provide initial protective actions. (See appendix #2)</p>

SECONDARY AND CONTINUING PRIORITIES – (Hours 3 through conclusion)

DEPARTMENT	FUNCTIONS
<p>Public Information Officer (PIO)</p>	<p>Provide updates to media on situation, if appropriate.</p> <p>Work with the County or other affected agencies to establish a Joint Information Center (JIC), if appropriate.</p>

ANNEX A3 – WARNING & EMERGENCY INFORMATION

GUIDANCE INFORMATION

ORGANIZATION:

Primary Agency:

The Darien Police Department is the primary agency responsible for the operation of the warning system.

Support Agencies:

Darien City Administration

Warning Entry Point:

The Darien Area Dispatch Center (DADC) is the 24-hour facility that will be responsible for the dissemination of warnings to the general public and special facilities.

Initiating Factors: 301.240b2

Examples of situations in which the procedures and features of this Annex will be initiated:

- Severe weather events
- Natural or man-made emergencies in which public safety is threatened
- Situations in which public notification in a timely manner is critical
- Establishment of sheltering and mass care operations beyond the operation of warming and cooling centers.

Planning Assumptions for Annex A3: 301.240b5

1. The City of Darien maintains systems for public notification and tests these on a regular basis.
2. The Police Department maintains a 24-hour dispatch center, staffed at all times by professional telecommunications personnel.
3. The information contained in this Annex and its appendices is reviewed on a regular basis to ensure currency of the information.

Direction and Control:

The line of succession for the individual responsible for the maintenance of the City of Darien warning and emergency public information systems is:

- *Primary* *DADC Operations Supervisor*
- *Alternate 1* *Darien Police Chief*
- *Alternate 2* *Darien Emergency Management Coordinator*

ANNEX A3 – WARNING & EMERGENCY INFORMATION
GUIDANCE INFORMATION

The line of succession for the individual responsible with the authority to activate the community's warning system is:

Weather-Related Emergency:

- *Primary:* OEM Coordinator
- *Alternate:* DADC Supervisor
- *Alternate 2:* Senior Police Officer or Dispatcher

Other Emergency:

- *Primary:* Incident Commander
- *Alternate:* DADC Supervisor

CONCEPT OF OPERATIONS: 301.240b4

The purpose of this annex is to provide a comprehensive warning and public notification capability within the City of Darien. The goal of this system is to ensure that timely and accurate warnings can be disseminated to municipal government agencies, members of the general public, and special facilities in advance of the impact of an emergency or disaster.

Receipt of intelligence, indicating a potential threat to the life and safety of community residents will be received at the DACD / DPD via the following systems:

The Darien Police Communications receives information from the community via the enhanced 9-1-1 system and dispatches police via radio. 9-1-1 calls that require fire service are also transferred to the appropriate fire agency.

The City of Darien uses the Emergency Outdoor Warning Siren System to warn the community. This system is operated by the Darien Area Dispatch Center (DADC).

Systems used to receive warning intelligence:

- ISPERN – Illinois State Police Emergency Radio Network, a police radio system that provides interoperable radio communications between law enforcement agencies operating within the State of Illinois.

ANNEX A3 – WARNING & EMERGENCY INFORMATION
GUIDANCE INFORMATION

- LEADS – Law Enforcement Agencies Data System, a computer based information system used to share criminal justice information between law enforcement agencies in Illinois.
- NOAA - National Oceanic and Atmospheric Administration, a National Weather Service radio weather reporting system used to obtain weather forecasts as well as National Weather Service watches and warnings.
- Citizens' reports – Darien Police Department can be accessed either by telephone or in person.

The Darien Police Department Communications Center will follow established procedures for notification/dispatch following receipt of notification of the occurrence of an emergency or disaster until the Darien EOC is activated. Upon activation, EOC procedures will be followed as specified later in this annex.

Following the receipt of intelligence indicating the need to warn the public, the following system(s) will be used:

Local warning systems that may be utilized include:

- Outdoor Warning System / Tornado Sirens
- Cable Television Override
- Local Radio/TV broadcasts
- Neighborhood notification by emergency personnel

Warnings to special facilities (i.e. schools, nursing homes, etc.), as identified in Appendix 2 of this annex may be accomplished by the following methods:

- Telephone notification by the Mass Care Coordinator
- Reverse 911 (via DuPage County Sheriffs Department)
- Personal notification by emergency personnel

In the event of a large-scale emergency / disaster where the public needs to be warned, the Emergency Alert System (EAS) may be used. In accordance with the County EAS plan, "activation of the EAS, on the County level, will only be initiated in the event of an emergency or disaster situation, within an incorporated municipality or the unincorporated County that requires immediate response to save lives or protect property and public health.

ANNEX A3 – WARNING & EMERGENCY INFORMATION
GUIDANCE INFORMATION

The event, requiring EAS activation, must affect a large area of the political jurisdiction, such that it is impractical to warn affected residents using other means, such as mobile public address announcements, door-to-door notifications, etc.

Local activation of the EAS will not duplicate activations by state and/or federal agencies.

A request to activate the EAS will be made to the County EOC by the Mayor of the City of Darien or their designated alternate.

Annex Development and Maintenance: 301.240b5

Responsibility for the overall development and maintenance of this Annex of the Emergency Operations Plan for the City of Darien is assigned to the Police Department. Emergency Operations plan maintenance includes the annual review and periodic updating this Annex, subject to departmental review.

ANNEX A3 – WARNING & EMERGENCY INFORMATION
APPENDICES

APPENDICES

1. Appendix 0 – Line of Succession for Annex A3
2. Appendix 1 – Warning System Activation Instructions
3. Appendix 2 – Warning Fanout Alerting List
4. Appendix 3 – Tornado Siren Coverage Map

ANNEX A3 – WARNING & EMERGENCY INFORMATION
APPENDIX 0 – LINE OF SUCCESSION FOR ANNEX A3

The line of succession for the individual responsible for the maintenance of the City of Darien communications and warning system is:

- *Primary* *DADC Operations Supervisor on duty*
- *Alternate 1* *Robert Pavelchik - Darien Police Chief*
- *Alternate 2* *Sgt. Gerald Piccoli – Darien OEM Coordinator*

The line of succession for the individual responsible with the authority to activate the community's warning system is:

Weather-Related Emergency

- *Primary:* *Sgt. Gerald Piccoli - Darien OEM Coordinator*
- *Alternate:* *DADC Duty Supervisor*
- *Alternate 2* *Senior Police Officer or Dispatcher*

Other Emergency:

- *Primary:* *Incident Commander*
- *Alternate:* *DADC Duty Supervisor*

ANNEX A3 – WARNING & EMERGENCY INFORMATION
APPENDIX 1 - WARNING SYSTEM ACTIVATION INSTRUCTIONS

WARNING ACTIVATION POLICY

The City of Darien's warning siren activation policy will follow the criteria established by the County of DuPage. The criteria have been previously listed.

During a severe weather incident, local warning systems will be activated by the Darien Area Dispatch Center when the activation criteria are met:

- A tornado or funnel cloud aloft, is reported within five (5) miles of the Darien area or a tornado/funnel cloud is reported to be in a neighboring community and headed in the direction of the City. This five mile perimeter starts at the most northwestern and most southwestern ends of the City.
- A confirmed sighting of a tornado, or funnel cloud aloft, is defined as one reported by a trained government employee or trained Skywarn Weather Spotter.
- An unconfirmed sighting is defined as being received from one or more members of the general public. A radio equipped municipal vehicle will be dispatched to investigate, and determine whether or not the report is valid.
- Following the occurrence of a weather event, the DADC shall activate the outdoor warning system, following the procedures listed, with the following additions:
 - The sirens shall be activated for a period of **three (3) minutes**. Once activated, the warning system shall **not** be reactivated for the same storm or sighting. The warning system **shall** be reactivated for any new confirmed sighting.
 - Upon notification of an actual tornado or funnel cloud sighting, the DADC will notify surrounding towns and DuPage County via the DCERN radio, and Tri-State Fire Department (MABAS Division 10) of the incident. Tri-State FD will generate activation of the MABAS 10 Box Alarm System for adjacent communities.

When DADC activates the warning sirens, the DCERN radio will be used to announce that the sirens have been activated and the reasons they were sounded.

Warning Siren Locations:

1	Meyer Woods - 2500 Old Field Rd Model 2001-SRNB 128DB at 100 FT, height of 50 feet
2	TriState Fire Department Model ACA Hurricane 130DB at 100FT, mounted on roof
3	Elizabeth Ide 1930 Manning Rd- Model 2001-130 130DB at 100FT, height of 45 feet
4	Ridgewood Park (Maintained by the Village of Willowbrook)

ANNEX A3 – WARNING & EMERGENCY INFORMATION
APPENDIX 1 - WARNING SYSTEM ACTIVATION INSTRUCTIONS (Continued)

All Clear Procedures

In keeping with the policy of the National Weather Service, the issuance of an "all clear" statement will **not** be issued. Any residents requesting "all clear" information should be advised to monitor commercial radio and television for further weather information.

No activation of outdoor warning sirens will be used to signify the termination of "watches" or "warnings".

- Weather watches, for both severe thunderstorms and tornadoes are traditionally issued for a period of six (6) hours. The National Weather Service may terminate a "watch" early if weather conditions change.
- Weather warnings, for both severe thunderstorms and tornadoes are traditionally issued for a period of one (1) hour. Warnings are usually allowed to expire on their own, without early termination by the National Weather Service.

The Tornado Warning System will not be activated solely based on the issuance of a "Tornado Watch" by the NWS. The issuance of such a watch should, however, alert all public service personnel on the street to be on the increased lookout for the threat of severe weather.

Monthly Testing Procedures:

The outdoor warning system shall be tested monthly on the first Tuesday of each month at 10:00 A.M. in accordance with the National Weather Alert Warning System, from March through November. Prior to activating the sirens, the Darien Area Dispatch Center shall contact the following at 0945 hours and advise that the monthly siren test will begin at 1000 hours:

- Darien City Hall
- Police Reception
- Tri-State Fire Department.
- Darien-Woodridge Fire Department

Five minutes prior to a siren test, monitor radio channel 5 for any usage. Then announce on channel 5 (5 only) that a tornado siren test will be run in 5 minutes. Immediately prior to activating the tornado sirens, announce only on channel 5 that all units on "5" should hold their traffic for 30 seconds. Then activate the sirens. Sirens will remain activated for 1 minute. After 1 minute, announce on channel 5, that all units should again hold their traffic for 30 seconds. Then cancel the sirens.

ANNEX A3 – WARNING & EMERGENCY INFORMATION
APPENDIX 1 - WARNING SYSTEM ACTIVATION INSTRUCTIONS (Continued)

EMERGENCY ALERT SYSTEM (EAS)

A request to activate the EAS will be made to the DuPage County EOC by the Mayor of the City of Darien or designee. Activation of the EAS will be performed by the DuPage County Emergency Operations Center.

In the event of a large scale emergency or disaster situation where the public needs to be warned, the Emergency Alert System (EAS) may be used. In accordance with the DuPage County EAS plan, "activation of the EAS on the County level will only be initiated in the event of an emergency or disaster situation, within an incorporated municipality or the unincorporated County, that requires immediate response to save lives or protect property and public health. The event, requiring EAS activation, must affect a large area of the political jurisdiction, such that it is impractical to warn affected residents using other means, such as mobile public address announcements, door-to-door notifications, etc. Local activation of the EAS will not duplicate activations by state and or federal agencies."

CITY CABLE CHANNEL OVERRIDE

The Administrative Assistant to the City Administrator, City Administrator, elected official, a department head, or the OEM Coordinator must authorize the activation of the Cable Channel Override system. Activation and updates are normally conducted by the Administrative Assistant to the City Administrator. There is no special level criterion for activation.

Before dialing into the system, remember that the warning will be an audio warning. Write out the message that you want to send and be prepared to read it over the phone.

- A. On any touchtone telephone, dial (630)852-0017
- B. Listen for the normal ringing sound. (If the caller hears a busy signal, another municipality is calling into the system and the caller must re-dial.)
- C. When a signal tone is received, dial: 1 001 * 1 to activate the emergency override system. (This command will bring up the ALERT screen on all channels. The caller should then speak into the telephone to deliver the accompanying audio message such as: "Darien is experiencing high winds. All cars are advised to stay off the roadways".)
- D. Dial 1 001 # 1 to deactivate the emergency override system to end the ALERT screen and audio message.
- E. FYI: The asterisk (*) is the activation symbol in the code; the pound sign (#) is the deactivation symbol in the code.

RESTRICTED DOCUMENT

ANNEX A3 – WARNING & EMERGENCY INFORMATION
APPENDIX 1 - WARNING SYSTEM ACTIVATION INSTRUCTIONS (Continued)

DUPAGE COUNTY REVERSE 911 SYSTEM

The "reverse 911" system is accessed via the DuPage County Sheriff's Office. The system will individually dial telephone numbers from the 911 information bank within a specific geographic area and deliver a message recording. The time necessary to notify the residents depends upon the size of the area affected and the length of the message, since the recorded information is sent sequentially one telephone number after another. In preparing to access the system, it will be necessary to have the following:

- A specific prepared message
- A map of the geographical area to be notified

Contact the Reverse 911 Coordinator at (630) 682-6676 Monday through Friday business hours (0800-1630 hrs), **OR** after hours, the Sheriff's Department's Duty Watch Commander (630) 682-7256 for authorization. The Sheriff's Department will activate the system.

ANNEX A3 – WARNING & EMERGENCY INFORMATION
APPENDIX 2 - WARNING FANOUT ALERTING LIST

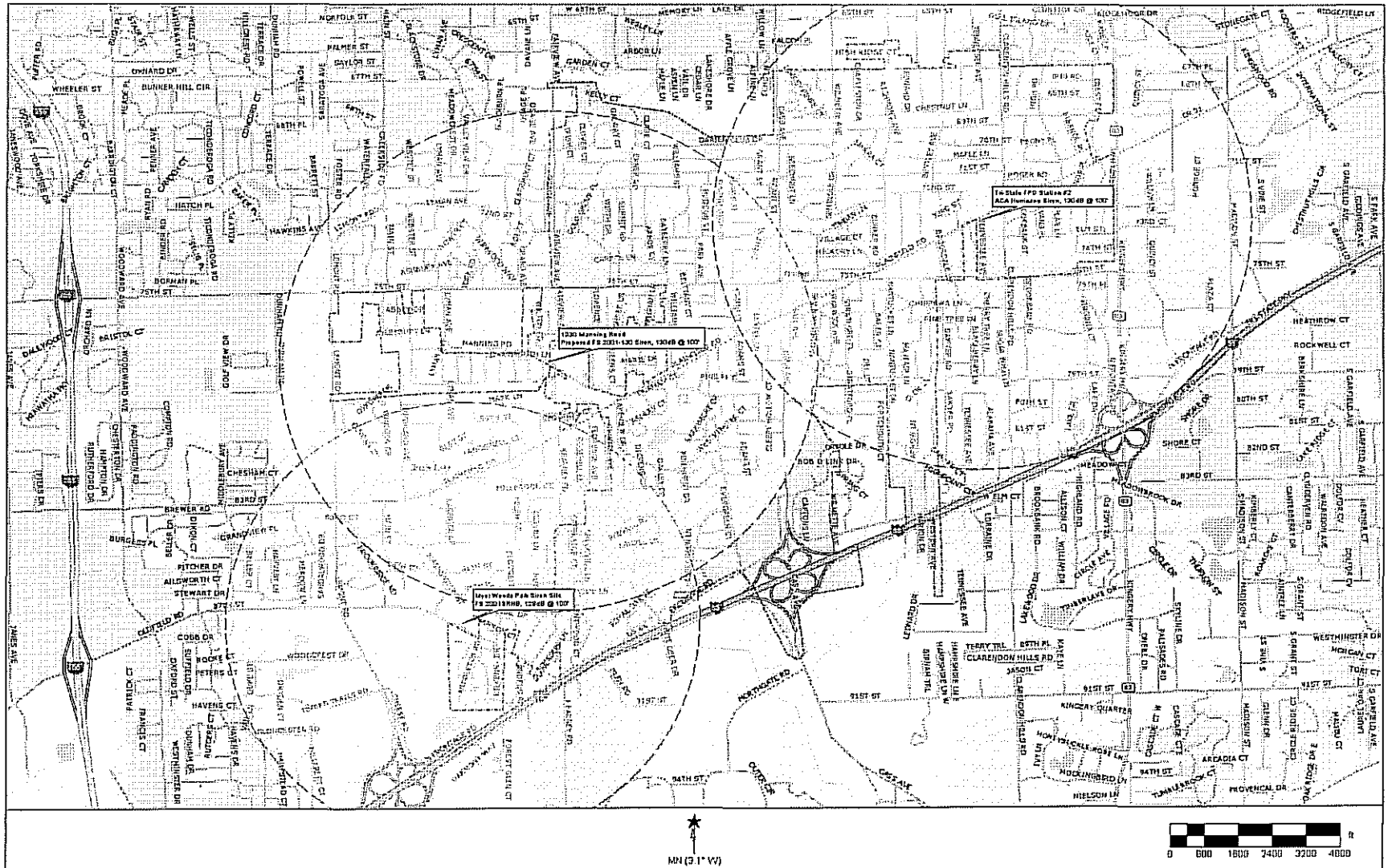
Warning Received (Date/Time):	Warning Received From:
--------------------------------------	-------------------------------

WARNING MESSAGE:

FACILITY	PHONE NUMBER	PERSON CONTACTED	TIME OF CONTACT	OPERATOR INITIALS
School District 61	(630) 968-7505			
School District 63	(630) 985-2000			
School District 66	(630) 971-3344			
Hinsdale South High School	(630) 887-1730			
Our Lady of Peace School	(630) 325-9220			
Montessori Pebbles School	(630) 963-2294			
Brookhaven Plaza Shopping Center	(708) 580-6330			
Chestnut Court Shopping Center	(630) 218-8000			
Darien Plaza Shopping Center	(630) 620-3600			
Darien Towne Center	(630) 285-2959			
Jewel Food Store	(630) 960-3177			
Rockwell Shopping Center	(312) 263-2400			
Heritage Plaza Shopping Center	(727) 360-5571			

RESTRICTED DOCUMENT

ANNEX A3 – WARNING & EMERGENCY INFORMATION
APPENDIX 3 - TORNADO SIREN COVERAGE MAP



RESTRICTED DOCUMENT

CITY OF DARIEN

MEMO

TO: Administrative/Finance Committee Members

FROM: Bryon D. Vana, City Administrator

DATE: December 8, 2010

SUBJECT: Mid Year Review of Water Fund

Attached are sheets showing the mid year review of revenues and expenses in the Water Fund. The mid year review focused on larger items. When reviewing the excel sheets you only need to review the tab titled Admin Committee

If you have questions regarding the attached sheets please feel free to call me prior to the Committee meeting.

REVENUE

EXPENDITURE

City of Darien

12/09/10

MUNICIPAL SERVICES WATER FUND BUDGET SUMMARY FISCAL YEARS ENDING 2010-2013

ACCOUNT	FYE 11 mid year review	FYE 11 REQUESTED	MAINTENANCE BUDGET REQUEST	COUNCIL DISCRETIONARY
REVENUE				
WATER SALES	\$ 4,457,975	\$ 4,421,785	\$ 4,421,785	\$ -
INSPECTION/TAP-ON/PERMITS	15,850	\$ 4,000	4,000	-
OTHER WATER SALES	10,000	\$ 4,500	4,500	-
METER SALES	2,000	\$ 3,500	3,500	-
TRANSFER FROM WATER DEPC	550,000	\$ 550,000		550,000
FRONT FOOTAGE FEES	-	\$ -	-	-
INTEREST INCOME	5,700	\$ 1,500	1,500	-
TOTAL REVENUE	<u>\$ 5,041,525</u>	<u>\$ 4,985,285</u>	<u>\$ 4,435,285</u>	<u>\$ 550,000</u>
TOTAL REVENUE	<u>\$ 5,041,525</u>	<u>\$ 4,985,285</u>	<u>\$ 4,435,285</u>	<u>\$ 550,000</u>
TOTAL EXPENDITURES	<u>\$ 4,247,396</u>	<u>4,351,585</u>	<u>\$ 4,240,313</u>	<u>\$ 111,272</u>
FISCAL YEAR BALANCE	794,129	633,700	194,972	438,728
BEG FUND BALANCE	212,444	138,520	-	-
ENDING FUND BALANCE	1,006,573	772,220	-	438,728

City of Darien

12/9/2010

PUBLIC WORKS WATER FUND BUDGET FISCAL YEAR END 2011

ACCOUNT	FYE 11 mid year review	FYE 11 BUD REQ	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY REVENUES
PERSONNEL				
SALARIES	\$ 450,000	\$ 450,000	\$ 450,000	\$ -
OVERTIME	65,000	75,000	75,000	-
SUB-TOTAL	515,000	525,000	525,000	-
BENEFITS				
SOCIAL SECURITY	32,000	32,000	32,000	-
MEDICARE	6,000	6,000	6,000	-
IMRF	51,000	51,000	51,000	-
MEDICAL/LIFE INSURANCE	89,000	89,000	89,000	-
SUPPLEMENTAL PENSION	9,600	9,600	9,600	-
SUB-TOTAL	187,600	187,600	187,600	-
OPERATING				
LIABILITY INSURANCE	150,000	183,240	183,060	180
MAINTENANCE-BUILDING	87,309	87,309	28,321	58,988
MAINTENANCE-EQUIPMEN	7,600	7,600	7,600	-
MAINTENANCE-WATER SY:	100,000	106,000	106,000	-
POSTAGE & MAILING	1,600	1,600	1,600	-
QUALITY CONTROL	21,150	21,150	21,150	-
SUPPLIES-OPERATION	6,650	6,650	6,650	-
TRAINING & EDUCATION	2,235	2,235	1,335	900
TELEPHONE	10,160	10,160	10,160	-
UNIFORMS	2,760	2,760	2,760	-
UTILITIES/GAS & ELECTRIC	46,000	46,000	46,000	-
VEHICLE GAS & OIL	18,000	18,000	18,000	-
SUB-TOTAL	453,464	492,704	432,636	60,068
CONTRACTUAL				
AUDIT	10,000	10,000	10,000	-
CONSULTING/PROF SERV.	16,350	16,350	13,350	3,000
LEAK DETECTION	17,100	17,100	5,600	11,500
DATA PROCESSING	96,400	96,400	96,400	-
DUPAGE WATER COMM	2,335,000	2,389,949	2,389,949	-
JANITORIAL SERVICE				
WATER TOWER PAINTING				
PRINTING AND FORMS	-	-	-	-
SUB-TOTAL	2,474,850	2,529,799	2,515,299	14,500
CAPITAL				
EQUIPMENT	37,454	37,454	750	36,704
WATER METERS	25,000	25,000	25,000	-
SUB-TOTAL	62,454	62,454	25,750	36,704
TRANSFER				
RECAPTURE FEES	-	-	-	-
SERVICE CHARGE	250,000	250,000	250,000	-
WATER DEPRECIATION FU	-	-	-	-
SUB-TOTAL	250,000	250,000	250,000	-
DEBT RETIREMENT				
DEBT RETIRE	304,028	304,028	304,028	-
SUB-TOTAL	304,028	304,028	304,028	-
TOTAL EXPENSES	\$ 4,247,396	\$ 4,351,585	\$ 4,240,313	\$ 111,272