

COUNCIL OF THE CITY OF DIXON, ILLINOIS  
REGULAR COUNCIL MEETING  
COUNCIL CHAMBERS - CITY HALL  
MONDAY, DECEMBER 16, 2019  
5:30 P.M.

AGENDA

1. Call to Order
2. Roll Call
3. Pledge of Allegiance/Invocation
4. Electronic participation in the meeting for Mayor Arellano
5. Swearing in of Police Officer
  - a. Officer Nico Diaz
6. Public Hearing
  - a. IEPA Public Water Supply Revolving Fund Loan Program Project Summary and Preliminary Environmental Impacts Determination
7. Work Session
8. Approval of Minutes
9. Approval of Total Labor and Outside Claims
10. Department Reports
11. City Manager Report
12. Council Reports
  - a. Mayor Arellano
  - b. Councilman Considine
  - c. Councilman Marshall
  - d. Councilwoman Oros
  - e. Councilman Venier
13. Boards & Commissions Reports
  - a. Building Department Report
14. Visitors/Public Comment

The City of Dixon, in compliance with the Americans With Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of this meeting or facilities, contact the ADA Coordinator at (815) 288-1485 to allow the City of Dixon to make reasonable accommodations for those persons.

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15. Ordinances

- a. Authorizing the Sale of Certain Personal Property – Computer Equipment
- b. Amending Section 9-9-2 of the Dixon City Code – Restrictions on Personal use of Cannabis.
- c. Authorizing the Execution of the RMA Minimum/Maximum Contribution Agreement.

16. Resolutions

- a. Amending 2019-2020 Budget – Public Property-Maintenance & Repairs.
- b. Amending 2019-2020 Budget – WasteWater Property & Liability Insurance.
- c. Resolution Relating to a Retirement Healthcare Funding Plan.

17. Motions

- a. Authorize Finance Director to resolve franchise fee audit with Comcast of Illinois
- b. Approval of the amendment to the Dixon Fire Fighters Association Local 1943 MOU for the PEHP Plan.
- c. Appointment of Tim Slavin as the Administrative Hearing Backup Officer.

18. Adjournment

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SUPPLEMENTAL INFORMATION

16. Resolutions

- a. Amending line items within the Public Property budget to accommodate additional maintenance and repairs.
- b. IPPFA has created a Retirement Healthcare Funding Plan (the "Plan") for the use of its member jurisdictions and offers the Plan for adoption by Governmental Employers for the benefit of their respective employees and beneficiaries.

17. Motion

- a. The City previously engaged Azavar, Inc. to audit franchise fee payments made by Comcast. The City will be paid \$3,047.87 as a result of the work of Azavar, Inc.
- b. There is a minor change in the MOU that states changes for PEHP funding have to be submitted to the finance director by a specific date in February.

**CITY OF DIXON, ILLINOIS  
WATER SYSTEM IMPROVEMENTS**

**IEPA PUBLIC WATER SUPPLY  
REVOLVING FUND LOAN PROGRAM  
PROJECT SUMMARY AND PRELIMINARY  
ENVIRONMENTAL IMPACTS DETERMINATION**

**PUBLIC HEARING  
DECEMBER 16, 2019  
5:30 P.M.**



**WILLETT HOFMANN  
& ASSOCIATES INC**

ENGINEERING ARCHITECTURE LAND SURVEYING

809 EAST 2ND STREET, DIXON, IL 61021-0367  
T: 815-284-3381 DESIGN FIRM: #184-000918

## **INTRODUCTION**

The purpose of this Public Hearing is to satisfy a public participation requirement for eligibility in the Illinois Environmental Protection Agency (IEPA) Public Water Supply Revolving Fund (PWSRF) Loan Program for the replacement or rehabilitation of various watermain in the water distribution system.

Documents available on the watermain improvements for public inspection are:

1. Project Plan Report
2. IEPA Project Summary and Preliminary Environmental Impacts Determination dated November 4, 2019.

The IEPA has reviewed the Project Plan Report and has determined the project to be technically sound and cost effective. The IEPA will approve the Project Plan at the close of the public comment period unless new information is received from public comments that would cause the IEPA to reconsider.

## **PROJECT NEED**

The proposed watermain improvements are intended to replace or rehabilitate aging, undersized and deteriorating watermain in the distribution system. The watermain improvements will provide a more reliable and safe water system for the City's customers.

## **PROJECT SCOPE**

The proposed watermain improvements will replace or rehabilitate 31,140 feet of watermain in the distribution system. The watermain improvements be completed in five (5) phases as detailed below and shown on the attached map.

### **Phase 1:**

S. Galena Avenue – River Road to 4<sup>th</sup> Street Water Main Replacement (1,450 feet)

River Road – S. Crawford Avenue to IL Route 2 Water Main Rehabilitation (2,530 feet)

### **Phase 2:**

N. Galena Avenue – E. McKenney Street to 4<sup>th</sup> Avenue Water Main Rehabilitation (3,960 feet)

### **Phase 3:**

Woodlawn Road – College Avenue to Lincoln Avenue and Lincoln Avenue – Woodlawn Road to W. 1<sup>st</sup> Street Water Main Replacement (6,300 feet)

### **Phase 4:**

Washington Avenue – E. McKenney Street to High Street Water Main Replacement (4,720 feet)

N. Jefferson Avenue – Well #6 to Marclare Street; Marclare Street – N. Dement Avenue to Washington Avenue; and N. Dement Avenue – Marclare Street to E. McKenney Street Water Replacement (4,580 feet)

### **Phase 5:**

IL Route 38 – Oakwood Cemetery to Dixon Airport Water Main Replacement (7,600 feet)

## **PROJECT COST ESTIMATE**

The probable cost estimate for the watermain improvements by phase is as follows:

	Cost
Phase 1	\$ 2,075,000
Phase 2	\$ 1,628,000
Phase 3	\$ 2,047,000
Phase 4	\$ 2,871,000
Phase 5	\$ 2,057,000
Total Project Cost	\$10,678,000

## **PROJECT FINANCING AND IMPACTS TO USERS**

Each phase of the project will be funded with an IEPA Public Water Supply Revolving Fund Loan. The IEPA loan will be a 20-year loan. The current based interest rate is 2.0%. Based on the current fiscal year program, the City would qualify for the Small Community Rate of 1.5% and partial principal forgiveness. The IEPA PWSRFL program changes the interest rate, principal forgiveness amount and qualifying criteria every July 1<sup>st</sup>.

	Average Monthly Residential Water Bill
Current	\$25.25
Phase 1	\$25.89
Phase 2	\$26.54
Phase 3	\$27.19
Phase 4	\$27.87
Phase 5	\$28.57

## **ENVIRONMENTAL IMPACTS**

### **1. Illinois Department of Natural Resources (IDNR)**

IDNR has determined there are no anticipated impacts to threatened and endangered species and wetlands from these project.

### **2. Illinois Historic Preservation Division of IDNR**

The Illinois Historic Preservation Division has determined there are no anticipated impact to historic, architectural and archaeological resources from these projects and the projects are in compliance with Section 106 of the National Historic Preservation Act of 1966.

### 3. US Army Corps of Engineers

The US Army Corps of Engineers requested additional information to complete their review. The additional information has been provided to them and we are waiting on any comments from them.

#### **PROJECT SCHEDULE**

	Year
Phase 1	2021
Phase 2	2022
Phase 3	2023
Phase 4	2024
Phase 5	2025

#### **PUBLIC COMMENTS**

The City will receive public comments concerning this project for a period of 10 days after the public hearing. Public comments can be made orally during the public hearing or in writing to Mr. Matt Heckman, Public Work Director, 121 W. 2<sup>nd</sup> Street, Dixon, Illinois 61021 or to Mr. Chad Rice, Illinois Environmental Protection Agency, Bureau of Water, Infrastructure Financial Assistance Section, P.O. Box 19276, Springfield, Illinois 62794-9276.







COUNCIL OF THE CITY OF DIXON, ILLINOIS  
COUNCIL CHAMBERS – CITY HALL  
REGULAR COUNCIL MEETING  
MONDAY, DECEMBER 2, 2019  
5:30 P.M.

CALL TO ORDER

The meeting was called to order by Councilman Venier at 5:30pm.

ROLL CALL

Councilman Marshall, Oros, Venier, and Considine, answered Roll Call. Absent: Mayor Arellano. The Pledge of Allegiance was cited and invocation was given by Councilman Venier.

ELECTION OF TEMPORARY CHAIRMAN DUE TO ABSENCE OF MAYOR

Councilman Marshall moved, pursuant to 65 ILCS 5/3.1-35-35(b) to elect Mike Venier as Temporary Chairman to act as presiding officer for purposes of the City Council Meetings held in the month of December 2019. Seconded by Councilman Considine. Voting Yea: Councilman Marshall, Oros, Venier, and Considine. Voting Nay: None. **Motion Carried.**

ELECTONIC PARTICIPATION IN THE MEETING FOR MAYOR ARELLANO  
None

WORK SESSION  
BLACKHAWK HILLS PRESENTATION

Dan Payette from Blackhawk Hills gave a presentation to the Council regarding a review of the past and principal, goals, workforce, and population estimates for 2019-2024. Discussion ensued.

APPROVAL OF MINUTES

Councilman Oros moved that the minutes of the Regular Session Council Meetings of Monday, November 18, 2019; be accepted and placed on file. Seconded by Councilman Marshall. Voting Yea: Marshall, Oros, Venier, and Considine. Voting Nay: None. **Motion Carried.**

APPROVAL OF TOTAL LABOR AND OUTSIDE CLAIMS

Councilman Considine moved that the Total Labor and Outside Claims in the amount of \$930,741.68 be approved and ordered paid. Seconded by Councilman Marshall. Discussion ensued. Voting Yea: Marshall, Oros, Venier, and Considine. Voting Nay: None. **Motion Carried.**

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DEPARTMENT REPORTS

None

CITY MANAGER REPORT

City Manager Langloss and a group of City team members are working on a creation of a City App, to have more outreach and push social media, more ways to connect. Examples of what they are trying to accomplish are: pay water/sewer bill, report a public works situation, emergency alert, push out alerts, tie into a community calendar, etc. They are looking what they can do. This past weekend was a business-friendly weekend. Supporting businesses, Shop Small Saturday video got great feedback.

COUNCIL REPORTS

Mayor Arellano – None

Councilman Considine – Acknowledged the sudden passing of Mr. Larry Dunphy. This past Second Saturday in the bookstore was the largest one. He has been an asset to our community.

Councilman Marshall – Larry was a quintessential part of our downtown. There were a lot of people downtown on Shop Small Saturday. The Christmas walk is this Friday. It is a nice boost to the area, family event, hope all attend and see neat stuff.

Councilman Oros – Reiterated Councilman Considine's statement. Larry was a staple to the community. The loss of him will be profoundly felt, the way he did business and brought in business, and brought together to talk shop. The show of our outpouring of love on his behalf, shows this community is the place to be, the people care for one another. Proud to be part of a culture like that.

Councilman Venier – Larry was a good friend, was a close friend of his. He sent love to the family and friends and all who in the Books on First family. We will miss Larry Dunphy. Shop Small Saturday was well attended and well run. Thank you to Jeremy (DCCMS) and his staff for all the support and work. Thanked the Dixon Theatre Group, just under 700 tickets were sold for the Infinity performs TSO. It was a phenomenal show. The businesses before and after the show were very busy and well supported. Great Job. The City Band will play during the Christmas Walk. 2020 schedule is on the way, phenomenal acts on the way.

BOARD & COMMISSIONS REPORTS

Reports on file: Historic Preservation Commission Meeting Minutes.

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VISITOR/PUBLIC COMMENT

Bill Mick addressed the Council about concerns the community has for a Community Center. The City is no trying to do anything, why should the public pay more. Park District proposed increase of foot print will not be able to support it. Asked if the City would look at the ShopKo building to change into a center, it has all the amenities. Suggested that the Park District be merged into the Dixon One. Discussion ensued.

Gloria Nusbaum from the Next Picture Show addressed the council regarding the Strategic Plan for 2020, and an International Show that is coming this week to the Next Picture Show.

ORD# 3176 – LEVY AND ASSESSMENT OF TAXES FOR THE CITY OF DIXON,  
LEE COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING  
MAY 1, 2019 AND ENDING APRIL 30, 2020.

Councilman Marshall moved to approve the Tax Levy and Assessment of Taxes for Fiscal Year beginning May 1, 2019 and ending April 30, 2020. Seconded by Councilman Oros. Voting Yea: Marshall, Oros, Venier, and Considine. Voting Nay: None. **Motion Carried.**

ORD# 3177 – AMENDING THE DIXON CITY CODE FOR THE REGULATION OF  
RECREATIONAL CANNABIS AND CANNABIS BUSINESS ESTABLISHMENTS

Councilman Oros moved to approve the Ordinance amending the Dixon City Code for the Regulation of Recreational Cannabis and Cannabis Establishments. Seconded by Councilman Considine. Discussion ensued. Voting Yea: Marshall, Oros, Venier, and Considine. Voting Nay: None. **Motion Carried.**

ORD# 3178 – AMENDING THE CITY OF DIXON ZONING ORDINANCE  
WITH RESPECT TO CANNABIS BUSINESS ESTABLISHMENTS

Councilman Considine moved to approve the Ordinance amending the City of Dixon Zoning Ordinance with respect to Cannabis Business Establishments. Seconded by Councilman Marshall. Voting Yea: Marshall, Oros, Venier, and Considine. Voting Nay: None. **Motion Carried.**

RES# 2709-19 – RE-APPOINTMENT OF MEMBERS TO THE  
KSB HOSPITAL BOARD OF DIRECTORS

Councilman Marshall moved to reappoint Rick Curia, Chris Hammitt, David Hellmich, Katie Pratt, and David L. Schreiner for a term to commence January 1, 2020 and to end December 31,

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2022, or until their successors are duly appointed and qualified to the KSB Board of Directors. Seconded by Councilman Considine. Discussion ensued. Voting Yea: Marshall, Oros, Venier, and Considine. Voting Nay: None. **Motion Carried.**

INDEPENDENT CONTRACT AGREEMENT WITH CJL&M LLC.

Councilman Oros moved to enter into an Independent Contractor Agreement to provide consultative, advisory and training services to the City in respect to the City's WasteWater Department. Seconded by Councilman Marshall. Assistant City Manager/Public Works Director Heckman and WasteWater Manager McNitt explained the request, and discussion ensued. Voting Yea: Marshall, Oros, Venier, and Considine. Voting Nay: None. **Motion Carried.**

WAIVE THE FORMAL BID PROCESS FOR THE REHAB OF WELL #10

Assistant City Manager/Public Works Director and Water Manager Huyett explained the request and the next request, and discussion ensued. Councilman Considine moved waive the formal bidding process for the rehab and reinstallation of Well #10. Seconded by Councilman Marshall. Voting Yea: Marshall, Oros, Venier, and Considine. Voting Nay: None. **Motion Carried.**

AGREEMENT WITH LAYNE CHRISTIANSEN FOR PHASE 2 OF WELL #10

Councilman Marshall moved to authorize the City Manager to enter into an agreement with Layne Christenson for the rehab and re-installation of Well #10. Seconded by Councilman Oros. Discussion ensued. Voting Yea: Marshall, Oros, Venier, and Considine. Voting Nay: None. **Motion Carried.**

APPROVAL OF THE DIXON FIRE FIGHTERS ASSOCIATION LOCAL 1943  
COLLECTIVE BARGAINING AGREEMENT

Councilman Oros moved that the Collective Bargaining Agreement and PEHP MOU between the City of Dixon and the Dixon Fire Fighters Association Local 1943 be approved. Seconded by Councilman Considine. City Manager Langloss spoke about the negotiation experience and specifics of the agreement and small changes, discussion ensued. Voting Yea: Marshall, Oros, Venier, and Considine. Voting Nay: None. **Motion Carried.**

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EXECUTIVE SESSION

Councilman Considine moved that the Regular Council Meeting of Monday, December 2, 2019 meet in Executive Session to consider the appointment, employment, compensation, discipline, performance or dismissal of specific employees pursuant to Section 2(c)(1) of the Open Meetings Act. Seconded by Councilman Marshall. Voting Yea: Marshall, Oros, Venier, and Considine. Voting Nay: None. **Motion Carried.**

RECONVENE MEETING

Councilman Marshall moved that the Regular Council Meeting of Monday, December 2, 2019 reconvene into Open Session. Seconded by Councilman Oros. Voting Yea: Marshall, Oros, Venier, and Considine. Voting Nay: None. **Motion Carried.**

ADJOURMENT

Councilman Oros moved that the Regular Council Meeting of Monday, December 2, 2019 be adjourned to meet in Regular Session on Monday, December 16, 2019, at 5:30pm in the Council Chambers at City Hall. Seconded by Councilman Marshall. Voting Yea: Marshall, Oros, Venier, and Considine. Voting Nay: None. **Motion Carried.**

The meeting adjourned at 7:06pm.

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CITY CLERK



## Report Criteria:

Invoices with totals above \$.00 included.

Only paid invoices included.

[Report].Date Paid = 12/03/2019-12/16/2019

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
	1612	CORE & MAIN LP	L460338	SHEAR RINGS	11/11/2019	3,642.60	3,642.60	12/16/2019
	361	IL ENVIRONMENTAL PROTECTION AG	OCT 2019 L17-1416	L17-1416 WWTP	10/17/2019	560,821.67	560,821.67	12/16/2019
	565	NORTH'S OIL COMPANY	3050001	2500 GAL GASOHOL, OCTANE	12/10/2019	5,705.00	5,705.00	12/16/2019
	627	QUALITY READY MIX CONCRETE INC	30891	COLLEGE & 7TH 9 82CC0425, 9 WINT	11/19/2019	1,251.00	1,251.00	12/16/2019
	627	QUALITY READY MIX CONCRETE INC	30893	COLLEGE & 7TH 6 BAGS 82PCC0425,	11/19/2019	834.00	834.00	12/16/2019
	936	SAUK VALLEY BANK	DEC 2019	12 MO CD	12/05/2019	250,000.00	250,000.00	12/05/2019
	936	SAUK VALLEY BANK	DEC 2019	24 MO CD	12/05/2019	250,000.00	250,000.00	12/05/2019
	682	SCHMITT PLUMBING & HEATING	58350	SEWER WRK @ COLLEGE & 7TH ST. I	11/08/2019	5,264.00	5,264.00	12/16/2019
	682	SCHMITT PLUMBING & HEATING	58351	7TH/COLLEGE REPAIRS	11/09/2019	3,215.50	3,215.50	12/16/2019
	850	WILLETT HOFMANN & ASSOC INC	27163	1305D19-SYSTEM EXPANSION/ENGIN	10/30/2019	4,433.75	4,433.75	12/16/2019
	850	WILLETT HOFMANN & ASSOC INC	27280	1305D19-SYSTEM EXPANSION/ENGIN	11/25/2019	2,931.35	2,931.35	12/16/2019
	850	WILLETT HOFMANN & ASSOC INC	27292	231D18-ANN AVE WATER MAIN	11/25/2019	345.20	345.20	12/16/2019
Total :						1,088,444.07	1,088,444.07	
<b>REVENUES</b>								
REVENUES	1625	AZAVAR AUDIT SOLUTIONS	148593	AUDIT PROGRAM CONTINGENCY	10/25/2019	1,754.80	1,754.80	12/16/2019
REVENUES	2421	ILLINICARE HEALTH	26173	AMBULANCE OVERPAYMENT ILLINI C	11/27/2019	175.34	175.34	12/16/2019
REVENUES	1808	UBS	111519 FIRE	FIRE PENSION RE TAX INTEREST RE	11/15/2019	493.00	493.00	12/16/2019
REVENUES	1808	UBS	111519 POLICE	POLICE PENSION - RE TAX INTERES	11/15/2019	951.62	951.62	12/16/2019
REVENUES	836	WELLS FARGO	NOV 2019	REWARDS	12/03/2019	431.18-	431.18-	12/16/2019
REVENUES	2342	WIERSEMA TRUCKING CORP	25032	AMBULANCE OVERPAYMENT	11/27/2019	620.00	620.00	12/16/2019
Total REVENUES:						3,563.58	3,563.58	
<b>ECONOMIC DEVELOPMENT</b>								
ECONOMIC DEVELOP	675	SAUK VALLEY MEDIA	111910124255	SHOP SMALL AD	11/30/2019	358.10	358.10	12/16/2019
Total ECONOMIC DEVELOPMENT:						358.10	358.10	
<b>FIRE/ POLICE COMMISSION</b>								
FIRE/ POLICE COMMIS	675	SAUK VALLEY MEDIA	12191023751	HIRING LIST ADVERTISEING	12/09/2019	504.21	504.21	12/16/2019
FIRE/ POLICE COMMIS	836	WELLS FARGO	NOV 2019 6211 RB	PASTOR COLE HOTEL IL POLICE AND	12/03/2019	166.14	166.14	12/16/2019

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
Total FIRE/ POLICE COMMISSION:						670.35	670.35	
<b>ADMINISTRATION</b>								
ADMINISTRATION	1933	CHASE PAYMENTECH	NOV 2019 5946988	NON UTILITY CC FEES NOV 2019	11/30/2019	141.14	141.14	12/15/2019
ADMINISTRATION	271	FREDERICKS, BECKY	NOV 2019	IL TREASURER'S INSTITUTE	11/17/2019	128.76	128.76	12/16/2019
ADMINISTRATION	575	OFFICE DEPOT	407833489001	FILE FOLDER LABELS/ENVELOPES/R	12/03/2019	44.09	44.09	12/16/2019
ADMINISTRATION	575	OFFICE DEPOT	407837586001	INDEX FLAGS	12/03/2019	10.16	10.16	12/16/2019
ADMINISTRATION	836	WELLS FARGO	NOV 19 5661 SM	E04 TAX FORMS	12/03/2019	152.31	152.31	12/16/2019
ADMINISTRATION	836	WELLS FARGO	NOV 19 5661 SM	COFFEE	12/03/2019	24.92	24.92	12/16/2019
ADMINISTRATION	836	WELLS FARGO	NOV 19 5661 SM	MISC DECOR	12/03/2019	55.97	55.97	12/16/2019
ADMINISTRATION	836	WELLS FARGO	NOV 19 5661 SM	MISC DECOR	12/03/2019	35.50	35.50	12/16/2019
ADMINISTRATION	836	WELLS FARGO	NOV 19 5661 SM	MISC DECOR	12/03/2019	21.94	21.94	12/16/2019
ADMINISTRATION	836	WELLS FARGO	NOV 19 5661 SM	COFFEE, MISC DECOR	12/03/2019	51.68	51.68	12/16/2019
ADMINISTRATION	836	WELLS FARGO	NOV 19 5661 SM	CREDIT	12/03/2019	8.97-	8.97-	12/16/2019
ADMINISTRATION	836	WELLS FARGO	NOV 2019 1826 KB	TOLLWAY SIGNAGE	12/03/2019	8.86	8.86	12/16/2019
ADMINISTRATION	836	WELLS FARGO	NOV 2019 1843 DAL	SAFE PASSAGE CLIENT	12/03/2019	30.01	30.01	12/16/2019
ADMINISTRATION	836	WELLS FARGO	NOV 2019 1843 DAL	DIXON STRONG	12/03/2019	33.06	33.06	12/16/2019
ADMINISTRATION	836	WELLS FARGO	NOV 2019 9898 BF	FREDERICKS TREASURER'S CONFER	12/03/2019	7.46	7.46	12/16/2019
ADMINISTRATION	836	WELLS FARGO	NOV 2019 9898 BF	FREDERICKS TREASURER'S CONFER	12/03/2019	9.28	9.28	12/16/2019
ADMINISTRATION	836	WELLS FARGO	NOV 2019 9898 BF	FREDERICKS TREASURER'S CONFER	12/03/2019	14.03	14.03	12/16/2019
ADMINISTRATION	836	WELLS FARGO	NOV 2019 9898 BF	FREDERICKS TREASURER'S CONFER	12/03/2019	26.49	26.49	12/16/2019
ADMINISTRATION	836	WELLS FARGO	NOV 2019 9898 BF	FREDERICKS TREASURER'S CONFER	12/03/2019	524.16	524.16	12/16/2019
ADMINISTRATION	854	WIPFLI LLP	1512013	COMPLETION 4/30/2019 AUDIT & PRE	11/21/2019	6,000.00	6,000.00	12/16/2019
ADMINISTRATION	1814	XPRESS BILL PAY	44051	NOV 2019 NON UTILITY CC FEES	12/01/2019	21.77	21.77	12/15/2019
Total ADMINISTRATION:						7,332.62	7,332.62	
<b>INFORMATION TECHNOLOGY</b>								
INFORMATION TECHN	148	COMCAST CABLE	DEC 2019 060020	INTERNET 210 S HENNEPIN 87711030	11/26/2019	91.85	91.85	12/15/2019
INFORMATION TECHN	1577	SYNDEO NETWORKS INC	11025	FIBER OPTIC INTERNET/IP SUBNET	12/02/2019	224.99	224.99	12/16/2019
INFORMATION TECHN	749	TDG COMMUNICATIONS	15797	WEBSITE DEVELOPMENT	11/30/2019	135.00	135.00	12/16/2019
INFORMATION TECHN	836	WELLS FARGO	NOV 2019 4359 AP	DUO SECURITY 2 FACTOR LOGIN SU	12/03/2019	240.00	240.00	12/16/2019
INFORMATION TECHN	836	WELLS FARGO	NOV 2019 4359 AP	DYMO LABEL WRITER 450	12/03/2019	148.85	148.85	12/16/2019
INFORMATION TECHN	836	WELLS FARGO	NOV 2019 4359 AP	LIFEPROOF CASE - IPHONE	12/03/2019	49.99	49.99	12/16/2019
INFORMATION TECHN	836	WELLS FARGO	NOV 2019 4359 AP	IPAD MOUNT BRACKET	12/03/2019	82.33	82.33	12/16/2019
INFORMATION TECHN	836	WELLS FARGO	NOV 2019 4359 AP	HP DESIGNJET INK	12/03/2019	461.09	461.09	12/16/2019
INFORMATION TECHN	836	WELLS FARGO	NOV 2019 4359 AP	SHIPPING IPHONE DISPOSAL	12/03/2019	9.76	9.76	12/16/2019
INFORMATION TECHN	836	WELLS FARGO	NOV 2019 4359 AP	HP DESIGNJET PAPER	12/03/2019	104.99	104.99	12/16/2019
INFORMATION TECHN	836	WELLS FARGO	NOV 2019 4359 AP	BLUETOOTH SPEAKER, VELCRO FAS	12/03/2019	32.73	32.73	12/16/2019

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
Total INFORMATION TECHNOLOGY:						1,581.58	1,581.58	
<b>GRANT EXPENSES</b>								
GRANT EXPENSES	1316	FEHR GRAHAM & ASSOCIATES	91947	17-570H FY 2018 BROWNSFIELD ASS	10/31/2019	1,431.50	1,431.50	12/16/2019
GRANT EXPENSES	1316	FEHR GRAHAM & ASSOCIATES	91948	17-570P FY 2018 BROWNFIELD ASSE	10/31/2019	8,450.00	8,450.00	12/16/2019
Total GRANT EXPENSES:						9,881.50	9,881.50	
<b>INFRASTRUCTURE FUND EXPENSES</b>								
INFRASTRUCTURE FU	850	WILLETT HOFMANN & ASSOC INC	27284	1156D18-FARGO CREEK W BANK CUL	11/25/2019	2,635.40	2,635.40	12/16/2019
Total INFRASTRUCTURE FUND EXPENSES:						2,635.40	2,635.40	
<b>MUNICIPAL</b>								
MUNICIPAL	1166	1ST AYD CORPORATION	PSI322680	MULTI FOLD TOWELS, GARBAGE BAG	11/22/2019	78.08	78.08	12/16/2019
MUNICIPAL	4	ACE HARDWARE	583466	INDOOR MECH, HOSE MENDR, THRE	11/27/2019	14.91	14.91	12/16/2019
MUNICIPAL	52	AUCA CHICAGO MC LOCKBOX	1592071864	MAT SERVICE	12/03/2019	108.92	108.92	12/16/2019
MUNICIPAL	373	IL MUNICIPAL LEAGUE	OCT 2019	JAN-JUNE2020 PROP/LIAB INS	10/23/2019	99,504.50	99,504.50	12/16/2019
MUNICIPAL	436	KITZMAN'S LTD.	405687	80# SPEC MIX TYPE N PORTLAND & L	11/20/2019	6.49	6.49	12/16/2019
MUNICIPAL	503	MECHANICAL INC- FREEPORT	FRE115777	BOILER REPAIR FOUND ON P.M.	11/10/2019	752.82	752.82	12/16/2019
MUNICIPAL	1236	REPUBLIC SERVICES #766	4720-0000131458	CITY HALL	11/15/2019	42.56	42.56	12/16/2019
MUNICIPAL	836	WELLS FARGO	NOV 2019 4425 TS	SMALL TOOLS, MISC	12/03/2019	143.68	143.68	12/16/2019
Total MUNICIPAL:						100,651.96	100,651.96	
<b>CAPITAL FUND EXPENSES</b>								
CAPITAL FUND EXPEN	436	KITZMAN'S LTD.	405769	MOXIE BUILDING	11/25/2019	1,249.57	1,249.57	12/16/2019
Total CAPITAL FUND EXPENSES:						1,249.57	1,249.57	
<b>BUILDING ZONING</b>								
BUILDING ZONING	339	HUFFMAN CAR WASH	144734	WASH	11/07/2019	7.00	7.00	12/16/2019
BUILDING ZONING	339	HUFFMAN CAR WASH	144741	WASH	11/07/2019	7.00	7.00	12/16/2019
BUILDING ZONING	339	HUFFMAN CAR WASH	144864	WASH	11/22/2019	5.75	5.75	12/16/2019
BUILDING ZONING	339	HUFFMAN CAR WASH	144904	WASH	11/25/2019	5.75	5.75	12/16/2019
BUILDING ZONING	339	HUFFMAN CAR WASH	NOV 2019	VEHICLE WASH - CREDIT	11/30/2019	3.75-	3.75-	12/16/2019
BUILDING ZONING	427	KEN NELSON AUTO PLAZA	319444	OIL CHANGE TIRE ROATE 15 CANYON	12/02/2019	77.83	77.83	12/16/2019
BUILDING ZONING	1291	PETTY CASH - SHARRI MILLER	NOV 2019	LIEN FILING FEE 716 6TH AVE	11/27/2019	56.00	56.00	12/16/2019
BUILDING ZONING	836	WELLS FARGO	NOV 2019 4425 TS	CODE CONSULTANT DUES	12/03/2019	75.00	75.00	12/16/2019
BUILDING ZONING	836	WELLS FARGO	NOV 2019 4425 TS	TIM,JOE/NFPA CODE UPDATE CLASS	12/03/2019	15.68	15.68	12/16/2019

Segment	DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
Total BUILDING ZONING:							246.26	246.26	
<b>STREETS</b>									
STREETS		4	ACE HARDWARE	580943	18-8 HX CP	11/05/2019	40.49	40.49	12/16/2019
STREETS		4	ACE HARDWARE	581063	MAGNETIC PICK UP PAL, MAGNETIC	11/06/2019	58.48	58.48	12/16/2019
STREETS		4	ACE HARDWARE	582847	012305430	11/21/2019	48.58	48.58	12/16/2019
STREETS		4	ACE HARDWARE	582910	POWERCNTR	11/21/2019	8.09	8.09	12/16/2019
STREETS		4	ACE HARDWARE	583763	DRIVER POST W/HANDLES	12/02/2019	28.79	28.79	12/16/2019
STREETS		4	ACE HARDWARE	L82965	SPARK PLUG CAP HONDA	11/22/2019	40.02	40.02	12/16/2019
STREETS		52	AUCA CHICAGO MC LOCKBOX	1592066686	MATS	11/28/2019	111.44	111.44	12/16/2019
STREETS		85	BONNELL INDUSTRIES INC	0190068-IN	ARROW BOARD, A WIDE ANGLE, FLA	11/27/2019	1,970.72	1,970.72	12/16/2019
STREETS		85	BONNELL INDUSTRIES INC	0190077-IN	PLOW WING REPAIR	11/27/2019	107.86	107.86	12/16/2019
STREETS		85	BONNELL INDUSTRIES INC	190102-IN	CURB SHOE, BULL NOSE, TOP PUNC	12/02/2019	3,425.20	3,425.20	12/16/2019
STREETS		1539	CIVIL MATERIALS	119585	UPM PATCH MIX 7.61 TN	11/30/2019	989.30	989.30	12/16/2019
STREETS		146	COM ED	NOV 2019 013014	829 S HENNEPIN 1891013014	11/25/2019	21.55	21.55	12/16/2019
STREETS		1508	COMPASS MINERALS AMERICA INC	538431	SALT BULK COURSE LA-HWY	11/21/2019	1,826.25	1,826.25	12/16/2019
STREETS		1508	COMPASS MINERALS AMERICA INC	539445	SALT BULK COURSE LA-HWY	11/22/2019	3,660.58	3,660.58	12/16/2019
STREETS		1508	COMPASS MINERALS AMERICA INC	541491	SALT BULK COURSE LA-HWY 73.87TN	11/26/2019	5,433.14	5,433.14	12/16/2019
STREETS		1508	COMPASS MINERALS AMERICA INC	542592	SALT BULK COURSE LA-HWY 49.59TN	11/27/2019	3,647.34	3,647.34	12/16/2019
STREETS		1508	COMPASS MINERALS AMERICA INC	543337	SALT BULK COURSE LA-HWY 24.68T	11/29/2019	1,815.21	1,815.21	12/16/2019
STREETS		157	CONSTELLATION NEW ENERGY INC	16031500901	117 LINCOLN STATUE DRIVE	10/28/2019	2.28	2.28	12/16/2019
STREETS		157	CONSTELLATION NEW ENERGY INC	16031730101	0 BLOODY GULCH	10/28/2019	32.97	32.97	12/16/2019
STREETS		157	CONSTELLATION NEW ENERGY INC	16052416501	1604 W RIVER ST	10/25/2019	72.78	72.78	12/16/2019
STREETS		157	CONSTELLATION NEW ENERGY INC	1605243601	78 S GALENA AVE LITE RT/25	10/25/2019	329.41	329.41	12/16/2019
STREETS		157	CONSTELLATION NEW ENERGY INC	16052972501	0 RIVER ST ALLEY S GALENA	10/30/2019	457.64	457.64	12/16/2019
STREETS		157	CONSTELLATION NEW ENERGY INC	16126289501	0 GRAHAM ST	11/08/2019	695.06	695.06	12/16/2019
STREETS		157	CONSTELLATION NEW ENERGY INC	16210027001	105 W RIVER ST	11/21/2019	153.26	153.26	12/16/2019
STREETS		157	CONSTELLATION NEW ENERGY INC	16210057001	0 PEORIA LINCOLN STATUE DR	11/21/2019	63.14	63.14	12/16/2019
STREETS		157	CONSTELLATION NEW ENERGY INC	16210072801	0 GALENA W RIVER ST	11/21/2019	42.37	42.37	12/16/2019
STREETS		157	CONSTELLATION NEW ENERGY INC	16221221401	416 S DEMENT AVE	11/22/2019	142.86	142.86	12/16/2019
STREETS		157	CONSTELLATION NEW ENERGY INC	16221221501	524 E RIVER ST	11/22/2019	34.62	34.62	12/16/2019
STREETS		157	CONSTELLATION NEW ENERGY INC	16229986801	105 E RIVER RD	11/25/2019	667.09	667.09	12/16/2019
STREETS		157	CONSTELLATION NEW ENERGY INC	16230047101	0 ARTESIAN PLACE	11/25/2019	97.37	97.37	12/16/2019
STREETS		157	CONSTELLATION NEW ENERGY INC	16241817401	0 BLOODY GULCH	11/26/2019	32.97	32.97	12/16/2019
STREETS		157	CONSTELLATION NEW ENERGY INC	16246826001	117 LINCOLN STATUE DR	11/26/2019	2.28	2.28	12/16/2019
STREETS		157	CONSTELLATION NEW ENERGY INC	NOV 2019 16052416501	0 GRAHAM ST, DEMENT AVE SWC	11/08/2019	3,088.20-	3,088.20-	12/16/2019
STREETS		835	HARDEN TRUCK REPAIR INC	25565	GASKET, OIL PAN	11/20/2019	1,015.89	1,015.89	12/16/2019
STREETS		835	HARDEN TRUCK REPAIR INC	25587	REPAIRS TRUCK #6	11/19/2019	413.92	413.92	12/16/2019
STREETS		492	MARTIN & COMPANY EXCAVATING	27560	ASPHALT 16.24 TN	11/25/2019	876.96	876.96	12/16/2019
STREETS		565	NORTH'S OIL COMPANY	3050003	CHEVRON URSA 15W40 BULK	12/05/2019	695.75	695.75	12/16/2019

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
STREETS	1291	PETTY CASH - SHARRI MILLER	NOV 2019	LIC PLATE FEE 2005 GMC TRUCK	11/27/2019	30.00	30.00	12/16/2019
STREETS	650	ROCK RIVER READY MIX	15135	GALENA AVE N UNDER ARCH	11/25/2019	222.00	222.00	12/16/2019
STREETS	650	ROCK RIVER READY MIX	15143	W. RIVER ST AT HARRISON	11/26/2019	166.50	166.50	12/16/2019
STREETS	728	STERLING NAPA AUTO PARTS	024939	BULK BATTERY CABLE, BATTERY CA	11/19/2019	44.17	44.17	12/16/2019
STREETS	836	WELLS FARGO	NOV 2019 4359 AP	MIRROR BRACKET	12/03/2019	47.94	47.94	12/16/2019
Total STREETS:						26,484.07	26,484.07	
<b>PUBLIC PROPERTY</b>								
PUBLIC PROPERTY	4	ACE HARDWARE	582412	BOOM LIFT RENTAL/CHRISTMAS DEC	11/18/2019	832.50	832.50	12/16/2019
PUBLIC PROPERTY	4	ACE HARDWARE	583330	CITY HALL DECORATIONS	11/26/2019	79.96	79.96	12/16/2019
PUBLIC PROPERTY	4	ACE HARDWARE	583461	FG HITH PIN	11/27/2019	4.49	4.49	12/16/2019
PUBLIC PROPERTY	4	ACE HARDWARE	584173	STAINLESS STEEL BOLT(SALT SPREA	12/05/2019	18.57	18.57	12/16/2019
PUBLIC PROPERTY	4	ACE HARDWARE	K97019	SILICONE, WIRE ROPE CLIP	12/02/2019	9.50	9.50	12/16/2019
PUBLIC PROPERTY	52	AUCA CHICAGO MC LOCKBOX	1592075361	JANITORIAL SUPPLIES	12/05/2019	8.32	8.32	12/16/2019
PUBLIC PROPERTY	85	BONNELL INDUSTRIES INC	0190090-IN	VARIABLE SPEED CONTROLLER	12/02/2019	504.00	504.00	12/16/2019
PUBLIC PROPERTY	85	BONNELL INDUSTRIES INC	0190219-IN	SEALING PLUG, WEDGE LOCK, RECE	12/06/2019	32.47	32.47	12/16/2019
PUBLIC PROPERTY	122	CENTURYLINK	DEC 2019 007798	CEMETERY 304007798	12/04/2019	80.34	80.34	12/15/2019
PUBLIC PROPERTY	203	DIXON GLASS CO INC	31588	SALT SPREADER REPAIR	12/03/2019	113.62	113.62	12/16/2019
PUBLIC PROPERTY	512	MIDAS AUTO SERVICE EXPERTS	0044189	REMOVE & REPLACE EXHAUST PIPE	11/26/2019	266.41	266.41	12/16/2019
PUBLIC PROPERTY	728	STERLING NAPA AUTO PARTS	021414	HI PWR II IND V-BELT	10/23/2019	7.99	7.99	12/16/2019
PUBLIC PROPERTY	728	STERLING NAPA AUTO PARTS	025149	HOSE CLAPS - CHRISTIMAS DECORA	11/20/2019	39.92	39.92	12/16/2019
PUBLIC PROPERTY	728	STERLING NAPA AUTO PARTS	025295	FLASHING LIGHTS FORK LIFT	11/21/2019	33.71	33.71	12/16/2019
PUBLIC PROPERTY	728	STERLING NAPA AUTO PARTS	025998	HYDRAULIC OIL 5GAL	11/27/2019	27.25	27.25	12/16/2019
PUBLIC PROPERTY	728	STERLING NAPA AUTO PARTS	026387	PRIMARY WIRE	12/02/2019	14.53	14.53	12/16/2019
Total PUBLIC PROPERTY:						2,073.58	2,073.58	
<b>CEMETERY</b>								
CEMETERY	4	ACE HARDWARE	583240	GLLUE EPOXY	11/25/2019	11.86	11.86	12/16/2019
CEMETERY	52	AUCA CHICAGO MC LOCKBOX	1592075361	JANITORIAL SUPPLIES	12/05/2019	8.32	8.32	12/16/2019
CEMETERY	436	KITZMAN'S LTD.	406314	KRAFT FACED ROLL	12/06/2019	204.14	204.14	12/16/2019
CEMETERY	728	STERLING NAPA AUTO PARTS	025998	HYDRAULIC OIL 5GAL	11/27/2019	27.24	27.24	12/16/2019
CEMETERY	728	STERLING NAPA AUTO PARTS	026387	PRIMARY WIRE	12/02/2019	14.54	14.54	12/16/2019
CEMETERY	836	WELLS FARGO	NOV 2019 4417 CP	CIMS PHILLIPS SWEGLE	12/03/2019	25.56	25.56	12/16/2019
Total CEMETERY:						291.66	291.66	
<b>VETERANS PARK</b>								
VETERANS PARK	122	CENTURYLINK	DEC 2019 099556	VETERAN MEMORIAL PARK 44609955	12/04/2019	392.59	392.59	12/15/2019



Segment	DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
Total VETERANS PARK:							392.59	392.59	
<b>PUBLIC SAFETY BUILDING</b>									
PUBLIC	SAFETY BUILD	1166	1ST AYD CORPORATION	PSI1322679	PSB JANITORIAL SUPPLIES	11/22/2019	78.08	78.08	12/16/2019
PUBLIC	SAFETY BUILD	52	AUCA CHICAGO MC LOCKBOX	1592066695	RUG SERVICE PSB	11/28/2019	82.25	82.25	12/16/2019
PUBLIC	SAFETY BUILD	168	CULLIGAN OF DIXON	0082524	SOFTNER SALT PSB	11/30/2019	64.00	64.00	12/16/2019
PUBLIC	SAFETY BUILD	503	MECHANICAL INC- FREEPORT	FRE115776	A/C TEST & REPAIRS CAUSED BY ST	11/10/2019	617.00	617.00	12/16/2019
Total PUBLIC SAFETY BUILDING:							841.33	841.33	
<b>DOWNTOWN MAINTENANCE</b>									
DOWNTOWN	MAINTEN	4	ACE HARDWARE	581044	GORILLA TAPE, HARDWARE	11/06/2019	12.99	12.99	12/16/2019
Total DOWNTOWN MAINTENANCE:							12.99	12.99	
<b>TRAFFIC MAINTENANCE</b>									
TRAFFIC	MAINTENANC	148	COMCAST CABLE	DEC 2019 166520	INTERNET TRAFFIC 877110301016652	11/27/2019	49.95	49.95	12/15/2019
Total TRAFFIC MAINTENANCE:							49.95	49.95	
<b>WATER</b>									
WATER		4	ACE HARDWARE	581777	COMMAND HOOKS	11/12/2019	26.97	26.97	12/16/2019
WATER		4	ACE HARDWARE	581786	BIT DRILL, SCREWDRIVER	11/12/2019	8.98	8.98	12/16/2019
WATER		4	ACE HARDWARE	581959	COMMAND HOOKS	11/13/2019	3.59	3.59	12/16/2019
WATER		4	ACE HARDWARE	582401	PLIER LONG NOSE	11/18/2019	14.39	14.39	12/16/2019
WATER		4	ACE HARDWARE	582552	HARDWARE	11/19/2019	2.00	2.00	12/16/2019
WATER		4	ACE HARDWARE	582706	TRU BLU PIPESEALANT, VLV BALL, G	11/20/2019	53.96	53.96	12/16/2019
WATER		4	ACE HARDWARE	582830	CLEANING SUPPLIES	11/21/2019	19.03	19.03	12/16/2019
WATER		4	ACE HARDWARE	582846	TURTLE WAX	11/21/2019	6.29	6.29	12/16/2019
WATER		4	ACE HARDWARE	582893	THERMOSTAT	11/21/2019	17.99	17.99	12/16/2019
WATER		4	ACE HARDWARE	583209	STEP LADDER	11/25/2019	40.49	40.49	12/16/2019
WATER		4	ACE HARDWARE	583480	CLEANING SUPPLIES, TOOLS	11/27/2019	105.46	105.46	12/16/2019
WATER		4	ACE HARDWARE	584031	NEEDLE CAGE/CUPPED WASHER/CIR	12/04/2019	9.45	9.45	12/16/2019
WATER		4	ACE HARDWARE	L81238	PVC PIPE, ELOWS, COUPLERS, MISC	11/07/2019	37.25	37.25	12/16/2019
WATER		4	ACE HARDWARE	L81350	BULB, STRUT CONDUIT	11/08/2019	38.86	38.86	12/16/2019
WATER		4	ACE HARDWARE	L81356	REPAIRS STRUT TOPGRIP	11/08/2019	7.48	7.48	12/16/2019
WATER		4	ACE HARDWARE	L81917	REPAIRS/HARDWARE	11/13/2019	38.74	38.74	12/16/2019
WATER		4	ACE HARDWARE	L81919	RIB PLS ANC KIT	11/13/2019	10.34	10.34	12/16/2019
WATER		24	ALL-SAFE OF DIXON	50571	POSTAGE	11/21/2019	9.14	9.14	12/16/2019
WATER		122	CENTURYLINK	DEC 2019 001885	WATER 304001885	12/04/2019	355.16	355.16	12/15/2019

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
WATER	1211	DYNEGY ENERGY SERVICES	146635419121	92 ARTESIAN PLACE 0045036075	11/27/2019	5,129.71	5,129.71	12/16/2019
WATER	1211	DYNEGY ENERGY SERVICES	146635519121	1552 DUTCH RD 0127095069	11/27/2019	538.71	538.71	12/16/2019
WATER	1211	DYNEGY ENERGY SERVICES	146635619111	420 E RIVER RD WELL 5 0655112011	11/25/2019	1,864.18	1,864.18	12/16/2019
WATER	1211	DYNEGY ENERGY SERVICES	146635719121	1125 N JEFFERSON 0822025034	11/27/2019	3,448.81	3,448.81	12/16/2019
WATER	1211	DYNEGY ENERGY SERVICES	146635919121	0 CHICAGO AVE 2607077030	11/27/2019	345.53	345.53	12/16/2019
WATER	1211	DYNEGY ENERGY SERVICES	146636019121	1329 N GALENA AVE 5526002009	11/27/2019	5,490.31	5,490.31	12/16/2019
WATER	1211	DYNEGY ENERGY SERVICES	146636119121	1512 S COLLEGE 5547096047	11/27/2019	430.80	430.80	12/16/2019
WATER	1211	DYNEGY ENERGY SERVICES	146636219121	1025 NACHUSA AVE 5610052004	11/27/2019	3,891.74	3,891.74	12/16/2019
WATER	1211	DYNEGY ENERGY SERVICES	146636319121	1100 WARP RD #5946131009	11/27/2019	4,713.23	4,713.23	12/16/2019
WATER	1211	DYNEGY ENERGY SERVICES	146636419121	1952 LOWELL PARK RD 78778029001	11/27/2019	176.77	176.77	12/16/2019
WATER	1211	DYNEGY ENERGY SERVICES	146636519121	2019 LOWEL PK RD 8907019049	11/27/2019	93.02	93.02	12/16/2019
WATER	1211	DYNEGY ENERGY SERVICES	146636619121	1740 N BRINTON 9138144009	11/27/2019	225.14	225.14	12/16/2019
WATER	254	FARLEY'S APPLIANCE	263753	SERVICE - RADIANT HEAT	11/21/2019	82.50	82.50	12/16/2019
WATER	272	FREEDOM MAILING SERVICES INC.	37175	BILL PROCESSING	11/30/2019	350.78	350.78	12/16/2019
WATER	272	FREEDOM MAILING SERVICES INC.	37175	BILL PROCESSING	11/30/2019	1,017.07	1,017.07	12/16/2019
WATER	373	IL MUNICIPAL LEAGUE	OCT 2019	JAN-JUNE2020 PROP/LIAB INS	10/23/2019	17,879.50	17,879.50	12/16/2019
WATER	1541	KALEEL'S	5600	MOELLER EMBROIDERY	11/26/2019	13.00	13.00	12/16/2019
WATER	555	NICOR	NOV 2019 356015	1952 LOWELL PARK ROAD	11/26/2019	117.80	117.80	12/16/2019
WATER	555	NICOR	NOV 2019 593337	1740 N BRINTON	11/22/2019	119.93	119.93	12/16/2019
WATER	555	NICOR	NOV 2019 930232	2019 LOWELL PARK ROAD	11/25/2019	107.64	107.64	12/16/2019
WATER	594	PDC LABORATORIES	I9395862	FLUORIDE TESTING	12/03/2019	108.00	108.00	12/16/2019
WATER	638	RENNER QUARRIES LTD.	52081	3/4" CHIPS - 17.02TN	11/25/2019	136.16	136.16	12/16/2019
WATER	638	RENNER QUARRIES LTD.	52117	3/4" CHIPS 13.94TNS	11/30/2019	111.52	111.52	12/16/2019
WATER	650	ROCK RIVER READY MIX	15070	N GALENA AVE BY JD PARK & MORG	11/19/2019	118.00	118.00	12/16/2019
WATER	650	ROCK RIVER READY MIX	15091	CORNER OF HILL DR & E SIXTH ST	11/21/2019	166.50	166.50	12/16/2019
WATER	728	STERLING NAPA AUTO PARTS	024098	40GAL PARTS WASHER	11/12/2019	340.62	340.62	12/16/2019
WATER	728	STERLING NAPA AUTO PARTS	024106	SEAL QTY. 4	11/12/2019	46.44	46.44	12/16/2019
WATER	728	STERLING NAPA AUTO PARTS	024275	BEARING	11/13/2019	20.98	20.98	12/16/2019
WATER	728	STERLING NAPA AUTO PARTS	024323	BEARING	11/13/2019	10.49	10.49	12/16/2019
WATER	728	STERLING NAPA AUTO PARTS	025642	OIL DRY	11/25/2019	19.98	19.98	12/16/2019
WATER	780	TOTAL WATER TREATMENT SYSTEMS	0838838	DI SERVICE TANKS 12/1/19-12/31/19	11/27/2019	78.92	78.92	12/16/2019
WATER	809	USA BLUEBOOK	085503	HACH FERROVER IRON ACCUVAC	12/06/2019	410.95	410.95	12/16/2019
WATER	809	USA BLUEBOOK	83384	FLAG, CLARION FOOD GRAD 2 GRE	12/04/2019	137.65	137.65	12/16/2019
WATER	836	WELLS FARGO	NOV 2019 3949 MH	SHOWER CLNR, SPONGE	12/03/2019	50.82	50.82	12/16/2019
WATER	836	WELLS FARGO	NOV 2019 4359 AP	BADELFS GPS LOCATORS	12/03/2019	1,207.97	1,207.97	12/16/2019
WATER	1814	XPRESS BILL PAY	44051	NOV 2019 UTILITY CC FEES	12/01/2019	533.25	533.25	12/15/2019
Total WATER:						50,339.99	50,339.99	
<b>SEWAGE TREATMENT</b>								
SEWAGE TREATMENT	1166	1ST AYD CORPORATION	PS1323176	TOWELS, POLYURETHANE GLOVES	11/27/2019	139.01	139.01	12/16/2019

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
SEWAGE TREATMENT	1166	1ST AYD CORPORATION	PSI323691	MASSEON HEAD LAMP	11/27/2019	270.45	270.45	12/16/2019
SEWAGE TREATMENT	4	ACE HARDWARE	581033	KITCHEN TOWEL ROLL, WHIT KNIT GL	11/06/2019	55.39	55.39	12/16/2019
SEWAGE TREATMENT	4	ACE HARDWARE	581199	SNIPS COMPND	11/07/2019	28.78	28.78	12/16/2019
SEWAGE TREATMENT	4	ACE HARDWARE	581459	BOOT 17 RUBBR YEL	11/08/2019	23.48	23.48	12/16/2019
SEWAGE TREATMENT	4	ACE HARDWARE	582103	SEAFOAM MOTOR TRTMT, OIL, CHOK	11/14/2019	41.44	41.44	12/16/2019
SEWAGE TREATMENT	4	ACE HARDWARE	582393	CUTOFF WHL	11/18/2019	16.15	16.15	12/16/2019
SEWAGE TREATMENT	4	ACE HARDWARE	582404	12PK KNIT GOVES, LTHR GLOVES	11/18/2019	27.88	27.88	12/16/2019
SEWAGE TREATMENT	4	ACE HARDWARE	582746	CM WRK BAG, GLV THER, KNIFE HOB	11/20/2019	27.86	27.86	12/16/2019
SEWAGE TREATMENT	4	ACE HARDWARE	583370	LEFT HAND DRILL SET, BATTERY, RA	11/26/2019	51.86	51.86	12/16/2019
SEWAGE TREATMENT	4	ACE HARDWARE	583370	LEFT HAND DRILL SET, BATTERY, RA	11/26/2019	50.03	50.03	12/16/2019
SEWAGE TREATMENT	4	ACE HARDWARE	L83819	PRESSURE GAUGE	12/02/2019	8.99	8.99	12/16/2019
SEWAGE TREATMENT	52	AUCA CHICAGO MC LOCKBOX	1592055679	MAT SERVICE	11/19/2019	62.71	62.71	12/16/2019
SEWAGE TREATMENT	52	AUCA CHICAGO MC LOCKBOX	1592063541	MAT SERVICE	11/26/2019	62.71	62.71	12/16/2019
SEWAGE TREATMENT	52	AUCA CHICAGO MC LOCKBOX	1592071863	MAT SERVICE	12/03/2019	62.71	62.71	12/16/2019
SEWAGE TREATMENT	157	CONSTELLATION NEW ENERGY INC	16021923101	0 LOWELL PARK RD	10/25/2019	236.78	236.78	12/16/2019
SEWAGE TREATMENT	157	CONSTELLATION NEW ENERGY INC	16210049501	1670 BRANDYWINE LANE	11/21/2019	63.86	63.86	12/16/2019
SEWAGE TREATMENT	157	CONSTELLATION NEW ENERGY INC	16229911401	1731 TILTON PARK	11/25/2019	57.91	57.91	12/16/2019
SEWAGE TREATMENT	157	CONSTELLATION NEW ENERGY INC	16229913201	926 E RIVER ROAD	11/25/2019	52.21	52.21	12/16/2019
SEWAGE TREATMENT	157	CONSTELLATION NEW ENERGY INC	16229924501	706 E FELLOWS	11/25/2019	97.13	97.13	12/16/2019
SEWAGE TREATMENT	157	CONSTELLATION NEW ENERGY INC	16229966701	976 TAYLOR COURT	11/25/2019	146.82	146.82	12/16/2019
SEWAGE TREATMENT	157	CONSTELLATION NEW ENERGY INC	16230050601	128 LIBERTY COURT	11/25/2019	40.77	40.77	12/16/2019
SEWAGE TREATMENT	157	CONSTELLATION NEW ENERGY INC	16230053201	0 LOWELL PARK	11/25/2019	273.36	273.36	12/16/2019
SEWAGE TREATMENT	1612	CORE & MAIN LP	I620813	RETURN SHEAR RINGS	12/05/2019	1,321.08-	1,321.08-	12/16/2019
SEWAGE TREATMENT	201	DIXON COMMERCIAL ELECTRIC CO.	02516	INVESTIGATE GENERATOR ISSUE. C	11/19/2019	1,272.52	1,272.52	12/16/2019
SEWAGE TREATMENT	1211	DYNEGY ENERGY SERVICES	146635819111	2600 W THIRD ST 1226400005	11/25/2019	22,218.11	22,218.11	12/16/2019
SEWAGE TREATMENT	272	FREEDOM MAILING SERVICES INC.	37175	BILL PROCESSING	11/30/2019	350.77	350.77	12/16/2019
SEWAGE TREATMENT	272	FREEDOM MAILING SERVICES INC.	37175	BILL PROCESSING	11/30/2019	1,017.06	1,017.06	12/16/2019
SEWAGE TREATMENT	339	HUFFMAN CAR WASH	113019	OVERPAY ON CAR WASHES	11/30/2019	2.00-	2.00-	12/16/2019
SEWAGE TREATMENT	339	HUFFMAN CAR WASH	144604	VEHICLE WASH	10/18/2019	5.75	5.75	12/16/2019
SEWAGE TREATMENT	339	HUFFMAN CAR WASH	144657	VEHICLE WASH	10/25/2019	5.75	5.75	12/16/2019
SEWAGE TREATMENT	339	HUFFMAN CAR WASH	144674	VEHICLE WASH	11/01/2019	5.75	5.75	12/16/2019
SEWAGE TREATMENT	339	HUFFMAN CAR WASH	144828	VEHICLE WASH	11/18/2019	5.75	5.75	12/16/2019
SEWAGE TREATMENT	339	HUFFMAN CAR WASH	144832	VEHICLE WASH	11/18/2019	5.75	5.75	12/16/2019
SEWAGE TREATMENT	339	HUFFMAN CAR WASH	144872	CAR WASH	11/22/2019	5.75	5.75	12/16/2019
SEWAGE TREATMENT	361	IL ENVIRONMENTAL PROTECTION AG	OCT 2019 L17-1416	L17-1416 WWTP	10/17/2019	36,454.56	36,454.56	12/16/2019
SEWAGE TREATMENT	373	IL MUNICIPAL LEAGUE	OCT 2019	JAN-JUNE2020 PROP/LIAB INS	10/23/2019	12,231.50	12,231.50	12/16/2019
SEWAGE TREATMENT	565	NORTH'S OIL COMPANY	3050476	158 GAL DIESEL FUEL	12/05/2019	393.73	393.73	12/16/2019
SEWAGE TREATMENT	594	PDC LABORATORIES	I9396445	DIXON 503 SLUDGE	12/05/2019	362.40	362.40	12/16/2019
SEWAGE TREATMENT	728	STERLING NAPA AUTO PARTS	023809	ADAPTER	11/09/2019	2.69	2.69	12/16/2019
SEWAGE TREATMENT	728	STERLING NAPA AUTO PARTS	024131	GREEN FULL STRENGTH OIL	11/12/2019	91.66	91.66	12/16/2019
SEWAGE TREATMENT	2437	TRILLIUM PUMPS USA SLC LLC	8428856	RAS PUMP	11/19/2019	28,490.00	28,490.00	12/16/2019

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
SEWAGE TREATMENT	1154	VORTEX TECHNOLOGIES INC.	6126	CALIB 2 SIEMENS LUT/430 MONITOR I	11/26/2019	1,125.00	1,125.00	12/16/2019
SEWAGE TREATMENT	836	WELLS FARGO	NOV 2019 2650 JM	DEPT LUNCH	12/03/2019	67.67	67.67	12/16/2019
SEWAGE TREATMENT	836	WELLS FARGO	NOV 2019 2650 JM	DEPT LUNCH	12/03/2019	10.83	10.83	12/16/2019
SEWAGE TREATMENT	1814	XPRESS BILL PAY	44051	NOV 2019 UTILITY CC FEES	12/01/2019	533.25	533.25	12/15/2019
Total SEWAGE TREATMENT:						105,231.46	105,231.46	

**FIRE**

FIRE	4	ACE HARDWARE	580896	HARDWARE	11/05/2019	.72	.72	12/16/2019
FIRE	4	ACE HARDWARE	581131	STATION SUPPLIES	11/06/2019	3.23	3.23	12/16/2019
FIRE	4	ACE HARDWARE	581830	SUPER GLUE	11/12/2019	3.59	3.59	12/16/2019
FIRE	4	ACE HARDWARE	582841	STATION SUPPLIES	11/21/2019	15.82	15.82	12/16/2019
FIRE	4	ACE HARDWARE	583072	STATION SUPPLIES	11/23/2019	13.93	13.93	12/16/2019
FIRE	4	ACE HARDWARE	L82976	STATION SUPPLIES	11/22/2019	27.32	27.32	12/16/2019
FIRE	1537	AIR ONE EQUIPMENT	150507	HOSE GASKETS	11/21/2019	53.26	53.26	12/16/2019
FIRE	1490	DINGES FIRE COMPANY	05372	HELMET FRONTS SHIPMAN HANSLER	11/26/2019	165.40	165.40	12/16/2019
FIRE	1490	DINGES FIRE COMPANY	05387	TURNOUT GEAR- BOOTS- BASLER, B	11/27/2019	869.97	869.97	12/16/2019
FIRE	241	EMERGENCY MEDICAL PRODUCTS IN	2116063	AMBULANCE SUPPLIES	11/18/2019	313.19	313.19	12/16/2019
FIRE	339	HUFFMAN CAR WASH	144614	VEHICLE WASH	10/18/2019	5.75	5.75	12/16/2019
FIRE	339	HUFFMAN CAR WASH	144693	VEHICLE WASH	11/02/2019	5.75	5.75	12/16/2019
FIRE	474	LINEN EXPRESS	959376	NOVEMBER 2019 LAUNDRY	12/01/2019	12.60	12.60	12/16/2019
FIRE	504	MEDICAL PRODUCTS GROUP LLC	350588	OXYGEN D	11/04/2019	17.50	17.50	12/16/2019
FIRE	504	MEDICAL PRODUCTS GROUP LLC	350770	OXYGEN D	11/15/2019	26.25	26.25	12/16/2019
FIRE	504	MEDICAL PRODUCTS GROUP LLC	350934	OXYGEN D	11/22/2019	17.50	17.50	12/16/2019
FIRE	504	MEDICAL PRODUCTS GROUP LLC	350983	OXYGEN M	11/01/2019	21.00	21.00	12/16/2019
FIRE	665	RUSS' AUTOMOTIVE SERVICE & TOWI	5908903	TIRE REPAIR 1H17	11/19/2019	20.00	20.00	12/16/2019
FIRE	1980	SNYDER'S PHARMACY	323267	LANCETS	11/30/2019	23.98	23.98	12/16/2019
FIRE	836	WELLS FARGO	NOV 2019 6211 RB	LOCK OUT TAG OUT	12/03/2019	33.21	33.21	12/16/2019
FIRE	836	WELLS FARGO	NOV 2019 6211 RB	LOCK OUT TAG OUT	12/03/2019	23.98	23.98	12/16/2019
FIRE	836	WELLS FARGO	NOV 2019 6211 RB	UNIFORMS	12/03/2019	32.72	32.72	12/16/2019
FIRE	836	WELLS FARGO	NOV 2019 6211 RB	UNIFORM SHIRTS	12/03/2019	1,274.68	1,274.68	12/16/2019
FIRE	836	WELLS FARGO	NOV 2019 6211 RB	TEST STRIPS	12/03/2019	152.38	152.38	12/16/2019
FIRE	836	WELLS FARGO	NOV 2019 6211 RB	THANKSGIVING DINNER FOR SHIFT	12/03/2019	75.00	75.00	12/16/2019
FIRE	836	WELLS FARGO	NOV 2019 6211 RB	BOAT PROP REPLACEMENT	12/03/2019	84.99	84.99	12/16/2019
FIRE	836	WELLS FARGO	NOV 2019 6229 DL	CONFERENCE HOTEL DEPOSIT- LOH	12/03/2019	114.24	114.24	12/16/2019
FIRE	836	WELLS FARGO	NOV 2019 6229 DL	MEAL AT AURORA SEMINAR- BUSKOH	12/03/2019	20.70	20.70	12/16/2019
Total FIRE:						3,428.66	3,428.66	

**POLICE**

POLICE	4	ACE HARDWARE	583898	TRASH CAN	12/02/2019	7.19	7.19	12/16/2019
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Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
POLICE	4	ACE HARDWARE	584057	FIRE EXT. BRACKET, ROPE, OTHER H	12/04/2019	.75-	.75-	12/16/2019
POLICE	4	ACE HARDWARE	584144	HARDWARE, WASHERS, ZIP TOGGLE	12/05/2019	16.51	16.51	12/16/2019
POLICE	4	ACE HARDWARE	584174	MISCELLANEOUS HARDWARE	12/05/2019	4.38	4.38	12/16/2019
POLICE	4	ACE HARDWARE	L83858	TRT EQUIPMENT	12/02/2019	98.00	98.00	12/16/2019
POLICE	43	APPLIED CONCEPTS INC	358397	STALKER II RADAR STATIONARY	11/25/2019	886.00	886.00	12/16/2019
POLICE	1792	AXIS FORENSIC TOXICOLOGY INC	57472	DRUGS OF ABUSE PANEL	09/29/2019	220.00	220.00	12/16/2019
POLICE	1662	BARBECK COMMUNICATIONS	80000373	JANUARY MAINTENANCE-RADIO	12/01/2019	433.36	433.36	12/16/2019
POLICE	80	BLUE PRINT CLEANING	004826	SANITIZING REAR SEATS OF SQUAD	12/04/2019	50.00	50.00	12/16/2019
POLICE	493	CARD SERVICE CENTER	Nov 2019 #0137	RAGAN CLOTHING ALLOWANCE	12/03/2019	163.43	163.43	12/15/2019
POLICE	493	CARD SERVICE CENTER	Nov 2019 #0137	SCOTT UNIFORM PANTS	12/03/2019	53.52-	53.52-	12/15/2019
POLICE	152	COMPLETE AUTOWERKS REPAIR SE	14550	OIL PRESSURE SWITCH #6996	11/21/2019	273.38	273.38	12/16/2019
POLICE	2425	DIAZ, NICO	11191813433773002	GLOVES-NEW HIRE REIMBURSE	11/26/2019	16.45	16.45	12/16/2019
POLICE	250	EXPERIAN	CD2008030919	CREDIT CHECK	11/29/2019	27.22	27.22	12/16/2019
POLICE	1288	GALLS LLC	014246688	BOOTS FOR DIAZ	11/13/2019	96.95	96.95	12/16/2019
POLICE	339	HUFFMAN CAR WASH	1515	33 CAR WASHES	11/30/2019	132.00	132.00	12/16/2019
POLICE	427	KEN NELSON AUTO PLAZA	318582	RECALL REPAIR, LOF, TIRE ROTATION	11/05/2019	91.68	91.68	12/16/2019
POLICE	431	KIESLER POLICE SUPPLY & AMMUNIT	IN121566	GLOCK 23 40 CAL	11/18/2019	1,101.00	1,101.00	12/16/2019
POLICE	467	LEE COUNTY TREASURER	JAN 2019	POLICE DISPATCHING - JANUARY 202	12/02/2019	16,573.00	16,573.00	12/16/2019
POLICE	580	O'REILLY AUTOMOTIVE INC	1379-358355	VALVE CAPS	12/09/2019	.97	.97	12/16/2019
POLICE	580	O'REILLY AUTOMOTIVE INC	1379-362935	PLASTIC TRAY	11/18/2019	6.49	6.49	12/16/2019
POLICE	580	O'REILLY AUTOMOTIVE INC	OSOOA31731	OVERPAYMENT	12/09/2019	1.62-	1.62-	12/16/2019
POLICE	629	QUILL CORPORATION	2849862	BUSINESS CARDS, UV PEN	11/21/2019	49.57	49.57	12/16/2019
POLICE	629	QUILL CORPORATION	2896084	HIGH SECURITY BAGS	11/25/2019	51.99	51.99	12/16/2019
POLICE	629	QUILL CORPORATION	3010150	SHARPIES, INDEX CARDS	12/03/2019	35.97	35.97	12/16/2019
POLICE	801	UNIFORM DEN INC	101423-04	GARRISON PANTS	11/22/2019	133.69	133.69	12/16/2019
POLICE	801	UNIFORM DEN INC	101423-05	BARNES-SHIRT, PATCH	12/03/2019	64.92	64.92	12/16/2019
POLICE	801	UNIFORM DEN INC	101682	DRESS COAT UPGRADES-WOLFFLEY	12/03/2019	301.53	301.53	12/16/2019
POLICE	801	UNIFORM DEN INC	102017-01	NAME TAGS-DIAZ	11/22/2019	11.90	11.90	12/16/2019
POLICE	801	UNIFORM DEN INC	102021	NEWHIRE UNIFORM-HEAD	11/26/2019	1,046.89	1,046.89	12/16/2019
POLICE	836	WELLS FARGO	Nov 2019 1308 CW	1/4 ZIP SWEATER	12/03/2019	101.00	101.00	12/16/2019
POLICE	836	WELLS FARGO	Nov 2019 1308 CW	INVESTIGATIVE EXPENSE	12/03/2019	50.00	50.00	12/16/2019
POLICE	836	WELLS FARGO	Nov 2019 1308 CW	POSTAGE	12/03/2019	73.69	73.69	12/16/2019
POLICE	836	WELLS FARGO	Nov 2019 1308 CW	AMERIGLO AGENT 3 DOT GLOCK SET	12/03/2019	278.99	278.99	12/16/2019
POLICE	836	WELLS FARGO	Nov 2019 1308 CW	POSTAGE	12/03/2019	39.85	39.85	12/16/2019
POLICE	836	WELLS FARGO	Nov 2019 1308 CW	WHEEL CENTER CAP	12/03/2019	43.06	43.06	12/16/2019
POLICE	836	WELLS FARGO	Nov 2019 1308 CW	MICROWAVE COVERS, STORAGE BA	12/03/2019	19.36	19.36	12/16/2019
POLICE	836	WELLS FARGO	Nov 2019 1308 CW	BOOT COVERS AND COVERALLS	12/03/2019	378.42	378.42	12/16/2019
POLICE	836	WELLS FARGO	Nov 2019 1308 CW	ILLINOIS STATE FLAG 3X5 FT	12/03/2019	47.72	47.72	12/16/2019
POLICE	836	WELLS FARGO	Nov 2019 1308 CW	REUSABLE STRONGHOLD BAGS	12/03/2019	929.66	929.66	12/16/2019
POLICE	836	WELLS FARGO	Nov 2019 1308 CW	GUN CASE	12/03/2019	53.10	53.10	12/16/2019
POLICE	836	WELLS FARGO	Nov 2019 4383 BS	VEST COVERS- MUNTEAN/MCWETHY	12/03/2019	308.26	308.26	12/16/2019



Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
POLICE	836	WELLS FARGO	Nov 2019 4383 BS	LATEX GLOVES	12/03/2019	379.00	379.00	12/16/2019
POLICE	836	WELLS FARGO	Nov 2019 4383 BS	EAR PIECE MOLDINGS	12/03/2019	100.25	100.25	12/16/2019
POLICE	836	WELLS FARGO	Nov 2019 4383 BS	RULERS AND SCALE FOR PHOTO ME	12/03/2019	193.93	193.93	12/16/2019
POLICE	836	WELLS FARGO	Nov 2019 4383 BS	BOOTS-WAKELEY	12/03/2019	216.50	216.50	12/16/2019
POLICE	836	WELLS FARGO	Nov 2019 4383 BS	POSTAGE	12/03/2019	17.99	17.99	12/16/2019
POLICE	836	WELLS FARGO	Nov 2019 4383 BS	NEEDLE RESISTANT GLOVES-THOMA	12/03/2019	89.99	89.99	12/16/2019
POLICE	836	WELLS FARGO	Nov 2019 4383 BS	GAS FOR SQUAD	12/03/2019	53.40	53.40	12/16/2019
POLICE	836	WELLS FARGO	Nov 2019 4383 BS	POSTAGE	12/03/2019	10.84	10.84	12/16/2019
POLICE	836	WELLS FARGO	Nov 2019 9714 SH	LUNCH NEW HIRE UNIFORM TRIP	12/03/2019	63.37	63.37	12/16/2019
POLICE	836	WELLS FARGO	Nov 2019 9714 SH	DINNER THANKSGIVING (186, 180, 18	12/03/2019	61.38	61.38	12/16/2019
POLICE	836	WELLS FARGO	Nov 2019 9714 SH	LUNCH THANKSGIVING (154, 156, 178)	12/03/2019	33.00	33.00	12/16/2019
POLICE	836	WELLS FARGO	Nov 2019 9714 SH	SHARP CLOTHING ALLOWANCE	12/03/2019	284.38	284.38	12/16/2019
POLICE	836	WELLS FARGO	Nov 2019 9714 SH	ID PRINTER CLEANING KIT	12/03/2019	36.91	36.91	12/16/2019

Total POLICE:

25,702.63 25,702.63

**LIBRARY**

LIBRARY	4	ACE HARDWARE	583251	TOOLBOX FOR SUPPLIES	11/25/2019	15.29	15.29	12/16/2019
LIBRARY	4	ACE HARDWARE	L82940	TRASH BAG, NITRILE GLOVE, CLNR-P	11/21/2019	27.51	27.51	12/16/2019
LIBRARY	1775	AMAZON CAPITAL SERVICES INC	1JMY-H9QC-FV9Q	CREDIT FOR BOOK - SURVIVORS - IN	10/25/2019	5.38-	5.38-	12/16/2019
LIBRARY	1775	AMAZON CAPITAL SERVICES INC	1JYK-9Q37-7C4Y	2 BOOKS	10/28/2019	16.72	16.72	12/16/2019
LIBRARY	1775	AMAZON CAPITAL SERVICES INC	1JYK-9Q37-7C4Y	3 INDEX CARD HOLDERS	10/28/2019	17.91	17.91	12/16/2019
LIBRARY	1775	AMAZON CAPITAL SERVICES INC	1JYK-9Q37-7C4Y	8 BOOKS FOR BK CLUB GROUPS	10/28/2019	62.56	62.56	12/16/2019
LIBRARY	1775	AMAZON CAPITAL SERVICES INC	1KW4-T79G-QF61	STORYTIME SUPPLIES	11/29/2019	27.98	27.98	12/16/2019
LIBRARY	1775	AMAZON CAPITAL SERVICES INC	1MM3-CT1V-4LN3	BINDERS, 3	11/13/2019	29.61	29.61	12/16/2019
LIBRARY	1775	AMAZON CAPITAL SERVICES INC	1MM3-CT1V-4LN3	DVDS FOR COLLECTION	11/13/2019	33.25	33.25	12/16/2019
LIBRARY	1775	AMAZON CAPITAL SERVICES INC	1T6T-RJGP-TDXY	CRAFT SUPPLIES/ACTIVITY BK FOR	11/15/2019	42.28	42.28	12/16/2019
LIBRARY	1775	AMAZON CAPITAL SERVICES INC	1XL1-3MVP-MCP4	2 TAO TRONICS BARCODE SCANNER	11/17/2019	71.98	71.98	12/16/2019
LIBRARY	1775	AMAZON CAPITAL SERVICES INC	1XM6-9GYD-7RVX	DEC FAMILY EVENT CRAFT SUPPLIES	11/14/2019	40.47	40.47	12/16/2019
LIBRARY	87	BOUND TO STAY BOUND BOOKS INC	127647	26 BOOKS FOR COLLECTION	11/20/2019	326.12	326.12	12/16/2019
LIBRARY	122	CENTURYLINK	DEC 2019 050193	LIBRARY 304050193	12/04/2019	229.59	229.59	12/15/2019
LIBRARY	1872	CINTAS	4035926658	WET MOP REPLACE MATS	11/26/2019	29.85	29.85	12/16/2019
LIBRARY	1872	CINTAS	4035926658	SOAP/MICROFIBER WIPES/SANITIZE	11/26/2019	9.08	9.08	12/16/2019
LIBRARY	1872	CINTAS	4036672702	WET MOP REPLACE MATS	12/05/2019	29.85	29.85	12/16/2019
LIBRARY	1872	CINTAS	4036672702	CLEANERS: GLASS & DISINFECTANT/	12/05/2019	16.80	16.80	12/16/2019
LIBRARY	148	COMCAST CABLE	DEC 2019 248583	221 S HENNEPIN - CABLE/INTERNET	12/02/2019	130.88	130.88	12/15/2019
LIBRARY	184	DEMCO INC	6735112	SUBJECT LABELS/LABEL PROTECTO	12/06/2019	306.85	306.85	12/16/2019
LIBRARY	389	INGRAM LIBRARY SERVICES	42825704	ADULT MTLS - BOOKS	11/21/2019	62.02	62.02	12/16/2019
LIBRARY	389	INGRAM LIBRARY SERVICES	42825704	YA - BOOKS	11/21/2019	458.37	458.37	12/16/2019
LIBRARY	389	INGRAM LIBRARY SERVICES	42825704	CHILDREN - BOOKS	11/21/2019	19.74	19.74	12/16/2019
LIBRARY	389	INGRAM LIBRARY SERVICES	42844561	ADULT MTLS - BOOKS	11/22/2019	401.99	401.99	12/16/2019

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
LIBRARY	389	INGRAM LIBRARY SERVICES	42889865	ADULT MTLS - BOOKS	11/26/2019	65.05	65.05	12/16/2019
LIBRARY	389	INGRAM LIBRARY SERVICES	42889865	YA - BOOKS	11/26/2019	20.98	20.98	12/16/2019
LIBRARY	389	INGRAM LIBRARY SERVICES	42889865	CHILDREN - BOOKS	11/26/2019	27.19	27.19	12/16/2019
LIBRARY	389	INGRAM LIBRARY SERVICES	42889865	BOOKS FOR BOOK CLUB	11/26/2019	21.57	21.57	12/16/2019
LIBRARY	389	INGRAM LIBRARY SERVICES	42921906	ADULT MTLS - BOOKS	11/29/2019	291.89	291.89	12/16/2019
LIBRARY	389	INGRAM LIBRARY SERVICES	42921906	YA - BOOKS	11/29/2019	11.29	11.29	12/16/2019
LIBRARY	389	INGRAM LIBRARY SERVICES	42921906	CHILDREN - BOOKS	11/29/2019	36.13	36.13	12/16/2019
LIBRARY	389	INGRAM LIBRARY SERVICES	42993498	ADULT MTLS - BOOKS	12/05/2019	67.70	67.70	12/16/2019
LIBRARY	389	INGRAM LIBRARY SERVICES	42993498	YA - BOOKS	12/05/2019	473.91	473.91	12/16/2019
LIBRARY	389	INGRAM LIBRARY SERVICES	42993498	CHILDREN - BOOKS	12/05/2019	21.17	21.17	12/16/2019
LIBRARY	1478	OLSON, PARKER	Dec 2019 Cookie Order	CHRISTMAS COOKIES YOUTH PROG	12/08/2019	120.00	120.00	12/16/2019
LIBRARY	675	SAUK VALLEY MEDIA	1725902	LEGAL NOTICE LIB BOARD MEETING	11/19/2019	27.30	27.30	12/16/2019
LIBRARY	677	SBM STERLING BUSINESS CENTER	470795	RISER, DESKTOP	11/26/2019	579.00	579.00	12/16/2019
LIBRARY	1649	STAPLES BUSINESS CREDIT	7302701609-0-1	DYMO LABEL TAPE	12/05/2019	47.16	47.16	12/16/2019
LIBRARY	1649	STAPLES BUSINESS CREDIT	7302701609-0-1	COPY PAPER/STENO PADS/STAPLES/	12/05/2019	70.14	70.14	12/16/2019
LIBRARY	1329	TELCOM INNOVATIONS GROUP LLC	A54457M	MITEL ANNUAL SOFTWARE RENEWAL	12/02/2019	473.26	473.26	12/16/2019
LIBRARY	836	WELLS FARGO	NOV 2019 7655 AD	CRAFT SUPPLIES-FAMILY READING N	12/03/2019	3.36	3.36	12/16/2019
LIBRARY	836	WELLS FARGO	NOV 2019 7655 AD	SNACKS-FAMILY READING NIGHT	12/03/2019	14.20	14.20	12/16/2019

Total LIBRARY:

4,772.62 4,772.62

**LIBRARY GRANT**

LIBRARY GRANT	836	WELLS FARGO	NOV 2019 7655 AD	PRESERVATION TREATMENT OF BLU	12/03/2019	200.00	200.00	12/16/2019
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Total LIBRARY GRANT:

200.00 200.00

**AIRPORT**

AIRPORT	148	COMCAST CABLE	DEC 2019 223651	INTERNET 1650 FRANKLIN GR RD OF	12/01/2019	184.98	184.98	12/15/2019
AIRPORT	157	CONSTELLATION NEW ENERGY INC	16021848101	1650 FRANKLIN GROVE RD	10/24/2019	73.52	73.52	12/16/2019
AIRPORT	157	CONSTELLATION NEW ENERGY INC	16221207201	1650 FRANKLIN GROVE RD	11/22/2019	644.52	644.52	12/16/2019
AIRPORT	157	CONSTELLATION NEW ENERGY INC	16229966401	1650 FRANKLIN GROVE RD	11/22/2019	38.80	38.80	12/16/2019
AIRPORT	373	IL MUNICIPAL LEAGUE	OCT 2019	JAN-JUNE2020 PROP/LIAB INS	10/23/2019	2,016.50	2,016.50	12/16/2019

Total AIRPORT:

2,958.32 2,958.32

**MUNICIPAL BAND**

MUNICIPAL BAND	16	AIKEN, CAROLYN	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	1414	ANTON, BRYAN	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	2449	ARDIS, ALICIA ROSE	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	1224	BROCKWELL, DEVIN	DEC 2019	2 SESSIONS/CHRISTMAS/MOVING	12/09/2019	95.00	95.00	12/16/2019
MUNICIPAL BAND	99	BURNETT, DONALD	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT/A	12/09/2019	70.00	70.00	12/16/2019

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
MUNICIPAL BAND	100	BURNETT, NANCY A.	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT/P	12/09/2019	70.00	70.00	12/16/2019
MUNICIPAL BAND	889	BUSH, LAURA E.	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	113	CARTWRIGHT, THOMAS B.	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	2444	CONNOLLY, SKYLER JOHN	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT/	12/09/2019	70.00	70.00	12/16/2019
MUNICIPAL BAND	1301	CURTIS, SARAH E	DEC 2019	2 SESSIONS/CHRISTMAS	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	2350	DEFOREST, DAVID R	DEC 2019	1 SESSION/CHRISTMAS CONCERT	12/09/2019	30.00	30.00	12/16/2019
MUNICIPAL BAND	2352	DEFOREST, MAXWELL D	DEC 2019	1 SESSION/CHRISTMAS CONCERT	12/09/2019	30.00	30.00	12/16/2019
MUNICIPAL BAND	1967	DELASHMIT, MIA M	DEC 2019	1 SESSION/CHRISTMAS CONCERT	12/09/2019	30.00	30.00	12/16/2019
MUNICIPAL BAND	185	DEMPSEY, JESSICA	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	240	ELLER, JAMIE	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	248	ETCHISON, CRAIG	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	1690	GARCO INC	1-509019	TRUCK RENTAL(MUNICIPAL BAND)	12/09/2019	70.81	70.81	12/16/2019
MUNICIPAL BAND	2447	GROOMS, GWENDOLYN	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT/	12/09/2019	95.00	95.00	12/16/2019
MUNICIPAL BAND	2446	GROOMS, LINDSEY N	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT/	12/09/2019	95.00	95.00	12/16/2019
MUNICIPAL BAND	1120	HABBEN, SARAH J.	DEC 2019	2 SESSIONS/CHRISTMAS	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	321	HEMMEN, AMELIA M.	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	1704	HOLDER, ELLEN KAYE	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT/E	12/09/2019	95.00	95.00	12/16/2019
MUNICIPAL BAND	991	HOUZENGA, ANTHONY	DEC 2019	2 SESSIONS/CHRISTMAS	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	1761	HOUZENGA, SHELLY	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	341	HUFFSTUTLER, JAMES R.	DEC 2019	1 SESSIONS/CHRISTMAS CONCERT	12/09/2019	30.00	30.00	12/16/2019
MUNICIPAL BAND	342	HUFFSTUTLER, MARJORIE	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	404	JAMES, CATHY L.	DEC 2019	2 SESSIONS/CHRISTMAS/MOVER/SP	12/09/2019	212.50	212.50	12/16/2019
MUNICIPAL BAND	405	JAMES, JON P.	DEC 2019	DIRECTOR	12/09/2019	375.00	375.00	12/16/2019
MUNICIPAL BAND	417	JOHNSON, RUTH ELLEN	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT/L	12/09/2019	70.00	70.00	12/16/2019
MUNICIPAL BAND	1716	KITZMILLER, AARON	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	1576	KUTZ, APRIL	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	1005	LAUER, LUCAS	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT/	12/09/2019	95.00	95.00	12/16/2019
MUNICIPAL BAND	496	MAYS, MITCHELL R.	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	1482	MCCOY, EMMA	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	2302	MOSSER, THOMAS EUGENE	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	536	MURPHY, ERIC	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT/	12/09/2019	95.00	95.00	12/16/2019
MUNICIPAL BAND	548	NELSON, LUKE G.	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	573	OBERG, NICOLE	DEC 2019	2 SESSIONS/CHRISTMAS	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	588	PALADINO, KRISTINE K.	DEC 2019	2 SESSION/CHRISTMAS CONCERT	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	1304	SCHOLL, SAMANTHA	DEC 2019	2 SESSIONS/CHRISTMAS	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	2445	SHEAFFER, ANNE M	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	1305	SLOTHOWER, THOMAS V	DEC 2019	SESSION/CHRISTMAS CONCERT	12/09/2019	30.00	30.00	12/16/2019
MUNICIPAL BAND	2448	STARKEY, RYAN	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	753	TERRANOVA, BROOKE	DEC 2019	SESSION/CHRISTMAS CONCERT	12/09/2019	30.00	30.00	12/16/2019
MUNICIPAL BAND	814	VAN DREW, JEREMY	DEC 2019	2 SESSIONS/CHRISTMAS/MOVE	12/09/2019	95.00	95.00	12/16/2019
MUNICIPAL BAND	1066	WATTERS, LAURA B.	DEC 2019	1 SESSION	12/09/2019	15.00	15.00	12/16/2019

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
MUNICIPAL BAND	1402	WHITCOMBE, RENI ANN	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT/L	12/09/2019	70.00	70.00	12/16/2019
MUNICIPAL BAND	843	WHITCOMBE, THOMAS	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	844	WHITCOMBE, THOMAS A.	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	845	WHITE, DAWN M.	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	1711	WHITE, JESSICA N	DEC 2019	2 SESSIONS/CHRISTMAS CONCERT	12/09/2019	45.00	45.00	12/16/2019
MUNICIPAL BAND	1971	WHITEHEAD, KATHRYN	DEC 2019	1 SESSION/CHRISTMAS CONCERT	12/09/2019	30.00	30.00	12/16/2019
Total MUNICIPAL BAND:						3,203.31	3,203.31	
<b>PUBLIC RELATIONS &amp; MARKETING</b>								
PUBLIC RELATIONS &	472	LINCOLN HIGHWAY ASSOCIATION	DEC 2019	DUES	12/02/2019	45.00	45.00	12/16/2019
Total PUBLIC RELATIONS & MARKETING:						45.00	45.00	
Grand Totals:						1,442,643.15	1,442,643.15	

## Report Criteria:

Invoices with totals above \$.00 included.

Only paid invoices included.

[Report]. Date Paid = 12/03/2019-12/16/2019

**City of Dixon - Department of Building & Zoning**  
**Monthly Summary Building Permit Report - November 2019**

<u><b>Type</b></u>	<u><b>November</b></u>
New/Renew Contractor Reg	1
New Residential	0
New Multi-Family	0
New Commercial	0
Resid Add/Rem/Repair	5
Non-Resid Add/Rem/Repair	5
Roof	9
Siding, windows	9
Deck, porch, patio	1
Demolition	0
Driveway, sidewalk	0
Garage	0
Utility shed	1
Parking lot	1
Pool	0
Fence, retaining wall	3
Sign, temp sign	1
Sewer, water connect	0
Sewer, water repair	10
Electrical	2
R.O.W	1
Rubbish Dumpster	0
 <b>Total Contractors/Permits/Sidewalks</b>	 <b>49</b>
<b>Total Permit/Other Fees</b>	<b>\$3,819.00</b>
<b>Total Construction Costs</b>	<b>\$1,027,775.80</b>



# COUNCIL ACTION FORM

Date: 12/16/2019

Presented By: Allen Philhower

Subject: Disposal of Personal Property (Computing Devices) Agenda Item: 15A

## Description:

Disposal of used computing devices. These items are no longer needed by the City of Dixon, and are being disposed of, and will be offered to the Dixon Theater for use in their facility.

## FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: \_\_\_\_\_ Title: \_\_\_\_\_

Amount Budgeted: \_\_\_\_\_

Actual Cost: \_\_\_\_\_

Under/Over: \_\_\_\_\_

Funding Sources:

\_\_\_\_\_  
\_\_\_\_\_

Departments:

Info Technology \_\_\_\_\_

\_\_\_\_\_

Is this item in the CIP? YES ☐ NO ☒ CIP Project Number: \_\_\_\_\_

# COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Approve disposal of the devices listed

Required Action

ORDINANCE☒ RESOLUTION☐ MOTION☐ NO ACTION REQUIRED☐

Additional Comments:

MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

MOVE TO authorize the Disposal of Personal Property (Computing Devices)

## CITY COUNCIL VOTES

VOTES	Mayor Arellano	Councilman Considine	Councilman Marshall	Councilwoman Oros	Councilman Venier
YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTAIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



CITY OF DIXON

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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN PERSONAL  
PROPERTY OWNED BY THE CITY OF DIXON  
(Computer Equipment)**

---

ADOPTED BY THE COUNCIL

OF THE CITY OF DIXON

THIS 16th DAY OF December, 2019

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Published in pamphlet form by authority of the Council of the City of Dixon, this 16th day of December 2019.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN PERSONAL  
PROPERTY OWNED BY THE CITY OF DIXON  
(Computing Devices)**

WHEREAS, the City of Dixon, Illinois (the "City") owns and has utilized previously the following described personal property (the "Property"):

Item Description

Qty 1 Apple Mac Mini Late 2012 model (SN: C07M40MYDY3H)

Qty 1 Apple 27" Thunderbolt Monitor (SN: C02MP5JGF2GC)

Qty 1 Apple iPhone SE

WHEREAS, pursuant to the provisions of 65 ILCS 5/11-76-4, the City may sell personal property it owns which is no longer necessary or useful to it upon the passage of an ordinance authorizing the sale approved by a majority of the corporate authorities then holding office; and

WHEREAS, the City Council has reviewed the needs of the City with reference to the Property and has made a careful study of said needs; and

WHEREAS, it is the opinion of the City Council that the Property is no longer necessary or useful to or for the best interests of the City.

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

SECTION 1: The forgoing recitals are incorporated herein as findings of the City Council by the City of Dixon.

SECTION 2: Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the City Council finds that the Property described above, and now owned by the City, is no longer necessary or useful to the City and that the best interests of the City will be served by its sale.

SECTION 3: Pursuant to said Section 11-76-4, the City Manager be and he is hereby authorized and directed to sell or dispose of the Property upon such terms and for such price as he deems in the best interest of the City, including, but not limited to, the sale or disposal of the Property for scrap.

SECTION 4: The provisions and sections of this Ordinance shall be deemed to be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of

the remainder.

SECTION 5: All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 6: The City Clerk is hereby authorized and directed to publish this Ordinance in pamphlet form.

SECTION 7: This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

Passed by the Mayor and the City Council of the City of Dixon on the 16th day of December, 2019.

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Mayor

Attest:

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City Clerk

CITY OF DIXON

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**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE AMENDING SECTION 9-9-2 OF THE DIXON CITY CODE  
(RESTRICTIONS ON PERSONAL USE OF CANNABIS)**

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ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF DIXON

THIS \_\_\_\_\_ DAY OF DECEMBER, 2019

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Published in pamphlet form by authority of the City Council of the City of Dixon, this \_\_\_\_\_ day  
of December, 2019.

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**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE AMENDING SECTION 9-9-2 OF THE DIXON CITY CODE  
(RESTRICTIONS ON PERSONAL USE OF CANNABIS)**

**WHEREAS**, the Illinois legislature has adopted, and the Governor has signed, Public Act 101-593 with respect to amendments to the Cannabis Regulation and Tax Act, 410 ILCS 705/1-1 *et seq.* (the “Act”), which legalizes the purchase, sale, consumption and use of cannabis for recreational purposes, to take effect on January 1, 2020

**NOW, THEREFORE**, be it ordained by the Mayor and City Council of the City of Dixon as follows:

**SECTION 1:** The preambles to this Ordinance are true and correct and are hereby incorporated into this section as if more fully set forth herein.

**SECTION 2:** That Title 9, Chapter 9, Section 9-9-2 of the Dixon City Code, as amended, be further amended by amending subsection (E) to read as follows:

“(E) Operating, navigating, or being in actual physical control of any motor vehicle, aircraft, watercraft, or snowmobile while using or under the influence of cannabis in violation of Section 11-501 or 11-502.1 of the Illinois Vehicle Code, Section 5-16 of the Boat Registration and Safety Act, or Section 5-7 of the Snowmobile Registration and Safety Act is prohibited.”

**SECTION 3:** That Title 9, Chapter 9, Section 9-9-2 of the Dixon City Code, as amended, be further amended by amending subsection (H) to read as follows:

“(H) For purposes of this section, a “public place” shall mean any place where a person could reasonably be expected to be observed by others. “Public place” includes all parts of buildings owned in whole or in part, or leased, by the city, the state or a unit of local government. “Public Place” includes all areas in a park, recreation area, wildlife area, or playground owned in whole or in part, leased, or managed by the city, the state or a unit of local government. “Public place” does not include a private residence unless the private residence is used to provide licensed child care, foster care, or similar social service care on the premises.”

**SECTION 4:** That in all other respects, Title 9, Chapter 9, Section 9-9-2 of the Dixon City Code shall remain in full effect.

**SECTION 5:** The foregoing amendments shall take effect beginning on and after January 1, 2020, and shall amend Ordinance #3177 entitled an “ORDINANCE AMENDING THE DIXON CITY CODE FOR THE REGULATION OF RECREATIONAL CANNABIS AND CANNABIS BUSINESS ESTABLISHMENTS.”

**SECTION 6:** The provisions and sections of this Ordinance shall be deemed to be separable and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

**SECTION 7:** The City Clerk is directed to publish this Ordinance in pamphlet form.

**SECTION 8:** This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Passed by the Mayor and the City Council of the City of Dixon on the \_\_\_\_\_ day of December, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

AYE

NAY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_



# COUNCIL ACTION FORM

Date: 12/16/19

Presented By: Fredericks

Subject: Min/Max Ordinance Agenda Item: 15C

## Description:

IMLRMA was one of three organizations who gave the City a quote for Work Comp and Property/Liability Insurance. Their quote was significantly lower than the other two bidders. IMLRMA gave us two options. One was for a traditional and the other option is the min/max plan. The 444 min/max plan starts at even a lower cost; however, if there were significant claims in a year, the City would pay more than we would if we have had the traditional plan. 11 years of the City's data was reviewed and showed that by using the min/max plan over the past 11 years, the City would have saved \$450,000.

The savings from changing from our current carrier to the min/max program is \$191,151. If the City reaches the max amount on this program, there will still be a \$47,369 in savings.

## FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: \_\_\_\_\_ Title: \_\_\_\_\_

Amount Budgeted: \_\_\_\_\_

Actual Cost: \_\_\_\_\_

Under/Over: \_\_\_\_\_

Funding Sources:

\_\_\_\_\_  
\_\_\_\_\_

Departments:

\_\_\_\_\_  
\_\_\_\_\_

Is this item in the CIP? YES ☐ NO ☐ CIP Project Number: \_\_\_\_\_

# COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Approve the ordinance.

Required Action

ORDINANCE☒

RESOLUTION☐

MOTION☐

NO ACTION REQUIRED☐

Additional Comments:

MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

MOVE TO authorize the execution of the RMA Minimum/Maximum Contribution Agreement.

## CITY COUNCIL VOTES

VOTES	Mayor Arellano	Councilman Considine	Councilman Marshall	Councilwoman Oros	Councilman Venier
YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTAIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



CITY OF DIXON

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**ORDINANCE NO.** \_\_\_\_\_

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

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ADOPTED BY THE  
CITY COUNCIL  
OF THE  
CITY OF DIXON

THIS \_\_\_\_\_ DAY OF DECEMBER, 2019

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Published in pamphlet form by authority of the City Council of the City of Dixon, this \_\_\_\_\_ day  
of December, 2019.

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**ORDINANCE NO. \_\_\_\_\_**

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

Whereas, the Village City Council of the City of Dixon, a member in good standing of the Illinois Municipal League Risk Management Association (RMA) and party to the RMA Intergovernmental Cooperation Contract, has been fully apprised of the RMA Minimum/Maximum Contribution Agreement which amends and supplements the RMA Declarations pages dated 12/01/2019 to 01/01/2020 and all endorsements thereto.

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

Be it ordained by the City Council of the City of Dixon:

1. That the execution of the RMA Minimum/Maximum Contribution Agreement for a one (1) year period beginning 01/01/2020 and ending 01/01/21 is hereby authorized.
2. That the Mayor and the Treasurer are hereby granted authority to execute the RMA Minimum/Maximum Agreement which amends and supplements the RMA Declarations pages dated 12/01/2019 to 01/01/2020 and all endorsements thereto.
3. That this ordinance shall take effect immediately upon its passage and approval.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

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

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

I, \_\_\_\_\_, Clerk of the City of Dixon, Illinois, do hereby Certify that the foregoing is a true and correct copy of the Ordinance No. \_\_\_\_\_ as adopted the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk

**Minimum/Maximum Contribution Agreement**

This agreement is between the Illinois Municipal League Risk Management Association (RMA), an intergovernmental association formed pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the **CITY OF DIXON**, a member of RMA. This agreement amends and supplements the declarations pages dated January 01, 2020 to January 01, 2021 and all endorsements thereto.

**1. DEFINITIONS**

The following definitions shall apply for purposes of this agreement:

- Loss Fund – Those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Minimum Loss Fund – 70% of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Maximum Loss Fund – 130% of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Paid Claim Dollars – Those payments made by RMA on claims including defense costs against the **CITY OF DIXON** minus recovery from subrogation, deductible or salvage credited against those claim payments.
- Minimum Contribution – Minimum Loss Fund including reinsurance and excess premiums and administrative costs.
- Maximum Contribution – Maximum Loss Fund including reinsurance and excess premiums and administrative costs.

**2. MINIMUM/MAXIMUM CONTRIBUTION BREAKDOWN**

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

		<u>Minimum Contribution</u>		<u>Maximum Contribution</u>
Reinsurance and Excess				
Premiums and Administrative				
Costs		\$ 95,519		\$ 95,519
Loss Fund	@ 70%	<u>\$ 167,745</u>	@ 130%	<u>\$ 311,527</u>
Contribution		\$ 263,264		\$ 407,046

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

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

5. **NOTICE**

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Treasurer/Comptroller/Risk Management Coordinator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Managing Director

\_\_\_\_\_  
Date



# COUNCIL ACTION FORM

Date: 12/16/2019

Presented By: Heckman/Phillips

Subject: Amend Budget - Public Properties Agenda Item: 16A

## Description:

The resolution will increase the Public Properties budget line item "Maintenance & Repairs" by \$5,000 and decrease the General Fund Balance by \$5,000.

## FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: \_\_\_\_\_ Title: \_\_\_\_\_

Amount Budgeted: \_\_\_\_\_

Actual Cost: \_\_\_\_\_

Under/Over: \_\_\_\_\_

Funding Sources:

\_\_\_\_\_  
\_\_\_\_\_

Departments:

\_\_\_\_\_  
\_\_\_\_\_

Is this item in the CIP? YES ☐ NO ☐ CIP Project Number: \_\_\_\_\_

# COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Recommendation:

Approve the resolution.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO approve the resolution amending the FY20 budget with respect to Public Properties.

\_\_\_\_\_  
\_\_\_\_\_

## CITY COUNCIL VOTES

VOTES	Mayor Arellano	Councilman Considine	Councilman Marshall	Councilwoman Oros	Councilman Venier
YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTAIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

**RESOLUTION AMENDING 2019-2020 BUDGET  
(PUBLIC PROPERTY – MAINTENANCE & REPAIRS)**

WHEREAS, pursuant to 65 ILCS 5/8-2-9.6, the City Council may amend the annual budget of the City of Dixon by a vote of two-thirds of the corporate authorities then holding office; and

WHEREAS, the City Council has reviewed the needs of the City of Dixon and deems it advisable and in the best interests of the City of Dixon to amend the budget for fiscal year 2019-2020 by amending line items within the Public Property budget to accommodate additional maintenance and repairs; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dixon that the Finance Director of the City is hereby authorized and directed to amend the budget for fiscal year 2019-2020 by increasing the line item for “Maintenance & Repairs” within the Public Property budget by \$5,000 and decreasing the General fund balance by \$5,000.

BE IT FURTHER RESOLVED that the City Council finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by reference.

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after the date of its passage and approval, and publication as required by law.

This Resolution read and approved this 16th day of December, 2019.

---

Mayor

Attest:

---

City Clerk



# COUNCIL ACTION FORM

Date: 12/16/2019

Presented By: Fredericks

Subject: Budget Resolution - Wastewater Agenda Item: 16B

## Description:

The City's prior insurance Carrier had a December 1 renewal date whereas IMLRMA has a January 1 renewal date. Because of this, we are paying for 13 months of premium which is causing the overage.

## FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: \_\_\_\_\_ Title: \_\_\_\_\_

Amount Budgeted: \_\_\_\_\_

Actual Cost: \_\_\_\_\_

Under/Over: \_\_\_\_\_

Funding Sources:

\_\_\_\_\_  
\_\_\_\_\_

Departments:

\_\_\_\_\_  
\_\_\_\_\_

Is this item in the CIP? YES ☐ NO ☐ CIP Project Number: \_\_\_\_\_



# COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Approve the resolution

Required Action

ORDINANCE☐

RESOLUTION☒

MOTION☐

NO ACTION REQUIRED☐

Additional Comments:

MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

MOVE TO approve the Budget Resolution with respect to Wastewater's property & Liability Insurance.

\_\_\_\_\_

## CITY COUNCIL VOTES

VOTES	Mayor Arellano	Councilman Considine	Councilman Marshall	Councilwoman Oros	Councilman Venier
YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTAIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

**RESOLUTION AMENDING 2019-2020 BUDGET  
(WASTEWATER – PROPERTY/LIABILITY INSURANCE)**

WHEREAS, pursuant to 65 ILCS 5/8-2-9.6, the City Council may amend the annual budget of the City of Dixon by a vote of two-thirds of the corporate authorities then holding office; and

WHEREAS, the City Council has reviewed the needs of the City of Dixon and deems it advisable and in the best interests of the City of Dixon to amend the budget for fiscal year 2019-2020 by amending line items within the Wastewater budget to accommodate additional property & liability insurance expense; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dixon that the Finance Director of the City is hereby authorized and directed to amend the budget for fiscal year 2019-2020 by increasing the line item for “Property Liability Insurance” within the Wastewater budget by \$2,800 and decreasing the Wastewater fund balance by \$2,800.

BE IT FURTHER RESOLVED that the City Council finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by reference.

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after the date of its passage and approval, and publication as required by law.

This Resolution read and approved this 16th day of December, 2019.

---

Mayor

Attest:

---

City Clerk

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

**CITY OF DIXON  
RESOLUTION OF THE CORPORATE AUTHORITY  
RELATING TO A RETIREMENT HEALTHCARE FUNDING PLAN**

**WHEREAS,** The CITY OF DIXON is an Illinois Municipal Corporation, organized as a governmental entity and is a member of the Illinois Public Pension Fund Association ("IPPFA");

**WHEREAS,** IPPFA has created a Retirement Healthcare Funding Plan (the "Plan") for the use of its member jurisdictions and offers the Plan for adoption by Governmental Employers for the benefit of their respective employees and beneficiaries;

**WHEREAS,** IPPFA has created for execution a Health and Welfare Document, and the corresponding Specifications;

**WHEREAS,** IPPFA, on behalf of sponsoring entities that adopt and maintain the Plan, has provided for coordinated investment management and administrative services for the accumulation phase of the Plan through an Specifications, hereto (the "Specifications"), pursuant to which Transamerica Retirement Solutions (the "Service Agent") has been appointed to provide certain record keeping and administrative services with respect to the Plan, as more specified in the Specifications and to provide investment management under a Group Mutual Fund Agreement ;

**WHEREAS,** the CITY OF DIXON has employees rendering valuable services to the CITY OF DIXON and has, upon due deliberation, concluded that it would be prudent and appropriate to adopt and administer the Plan on behalf of such employees of the CITY OF DIXON who are subject to a Collective Bargaining Agreement with the CITY OF DIXON (as specified in schedule A of the Specifications) that requires inclusion in the Plan or have been designated as a covered class by the employer (as specified in schedule A of the Specifications) in order to allow such employees to provide for their retirement security and to serve the interest of the CITY OF DIXON in attracting and retaining competent personnel;

**WHEREAS,** the Corporate Authority has reviewed the Plan documents including, and the investment media via prospectus, and has found the IPPFA's arrangements to be reasonable and beneficial to the Plan and will serve the objectives of the CITY OF DIXON and its employees who participate in the Plan and;

**WHEREAS,** the CITY OF DIXON is empowered by the laws, rules and regulations of State of Illinois to take on its behalf the actions contemplated by this Resolution;

**THEREFORE, BE IT RESOLVED,** that the CITY OF DIXON hereby adopts the Health and Welfare Document, and the corresponding Trust Agreement, and corresponding Specifications and as may be amended from time to time to comply with any changes in applicable laws, rules and regulations or as otherwise necessary or appropriate;

**FURTHER RESOLVED**, that the CITY OF DIXON hereby authorizes the program coordinator to execute the BMI DIA Administrative Service Agreement, including without limitation which may be amended from time to time to comply with any changes in applicable laws, rules and regulations or as otherwise necessary or appropriate;

**FURTHER RESOLVED**, that the CITY OF DIXON hereby appoints State Street Bank and Trust as passive trustee of the plan pursuant to its master trustee agreement with Transamerica Retirement Solutions.

**BE IT FURTHER RESOLVED** that the CITY OF DIXON Board direct the FINANCE DIRECTOR or his/her designee shall be the coordinator for this program; shall receive necessary reports, notices, etc. from BMI and Transamerica Retirement Solutions may assign administrative duties to carry out the Plan to the appropriate departments, and is authorized to execute all necessary agreements incidental to the administration of the Plan.

I, \_\_\_\_\_, Secretary of the CITY OF DIXON do hereby certify that the foregoing resolution, proposed by Trustee \_\_\_\_\_, was duly passed and adopted in the Board of Trustees of the CITY OF DIXON at a regular meeting thereof assembled this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
MAYOR

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

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

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

\_\_\_\_\_  
Secretary of the CITY OF DIXON      .(seal)

**SPECIFICATIONS  
OF YOUR  
RETIREE HEALTHCARE FUNDING PLAN**

---

**CITY OF DIXON**

**Effective: January 1, 2020**

**CITY OF DIXON**  
**RETIREE HEALTH CARE FUNDING PLAN**  
**SPECIFICATIONS**

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CITY OF DIXON

**RETIREE HEALTH CARE FUNDING PLAN**

**SPECIFICATIONS**

The undersigned hereby adopts the City of Dixon Retiree Healthcare Funding Plan ("Plan") and the City of Dixon Retiree Healthcare Funding Trust ("Trust") for the benefit of Eligible Employees, their Dependents and Beneficiaries under the provisions of these specifications. The definitions set forth in the Plan and Trust shall apply herein unless the context requires otherwise.

**1. SPONSORING ENTITY IDENTIFICATION**

Name and Address: City of Dixon  
121 West 2<sup>nd</sup> Street  
Dixon, IL 61021

(a) Contact Person: Becky Fredericks  
  
Phone No.: 815-288-2628  
  
Email: becky.fredericks@discoverdixon.org

(b) Form of Business: Section 115 Plan

(c) Tax Identification No.: 36-6005850

Predecessor Sponsoring Entity: None

**2. PLAN AND TRUST IDENTIFICATION**

(a) Name of Plan: CITY OF DIXON **RETIREE HEALTHCARE FUNDING PLAN**  
(b) Name of Trust: CITY OF DIXON **RETIREE HEALTHCARE FUNDING TRUST**  
(c) Collectively Bargained Plan: IAFF Local 1943

**3. DEFINITIONS**

(a) **Plan Administrator.** The Plan Administrator of the Plan shall be **Babbitt Municipalities Inc/ Joel J. Babbitt**.  
  
(b) **Effective Date.** The Effective Date of the Plan is January 1, 2020.  
  
(c) **Compensation.** Compensation (as defined in the Plan) shall be determined on the basis of the calendar year.

- (d) **Separation of Service.** Per 40 ILCS 5/ Articles 3, 4, & 7
- (e) **Plan Year.** The Plan Year shall be the 12-month period commencing on January 1 and ending on December 31.
- (f) **Coverage Period.** The period for which Participant elections, if applicable, are valid under this Plan shall be the calendar year.

#### 4. **ELIGIBILITY REQUIREMENTS**

- (a) **Covered Group Requirement. Entry Date.** An Employee's Entry Date shall be the following date an Employee meets the eligibility requirements.

#### 5. **CONTRIBUTIONS**

**Contributions.** Contributions shall be made pursuant to the collective bargaining and/or agreements covering Employees. (As shown on Exhibit A.)

#### 6. **MEDICAL BENEFITS**

A Participant may be eligible to be reimbursed for the payment of medical benefits (as specified in the Plan) or for the purchase of insurance made available under the Plan.

- (a) Following retirement, a Participant may, as specified in writing by the Trustee, be eligible to be reimbursed for the following benefits as permitted by applicable law:

##### Premiums

- Medicare Part B coverage (or other Medicare premiums)
- Medicare-supplement ("Medigap") insurance
- COBRA continuation coverage
- Other health insurance approved by the Administrator, including any post-retirement medical plan sponsored by the Sponsoring Entity
- Dental coverage
- Vision care coverage
- Prescription drug coverage
- Qualified long-term care insurance

As permitted by the Plan and applicable law, reimbursement of out-of-pocket medical expenses such as deductibles, co-pays, prescription drugs, eyeglasses, dental work, hearing aids, etc.

#### 7. **EARNED BENEFITS AND FORFEITURES**

- (a) **Earning of Benefit Rights.** Benefits shall be earned pursuant to written rules established by the Trustee.



## SPONSORING ENTITY

These Specifications and the corresponding provisions of the Plan and Trust documents are approved and adopted by the Sponsoring Entity on \_\_\_\_\_, 20\_\_.

Signature: \_\_\_\_\_

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

**EXHIBIT A**

**SCHEDULE OF SPONSORING ENTITY CONTRIBUTIONS**

# 115 TRUST AGREEMENT RETIREE HEALTHCARE FUNDING PLAN

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City of Dixon

Effective Date: 01 January 2020

**CITY OF DIXON**  
**RETIREE HEALTHCARE FUNDING PLAN**

**115 TRUST AGREEMENT**

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**CITY OF DIXON  
RETIREE HEALTHCARE FUNDING**

**115 TRUST AGREEMENT**

THIS AGREEMENT is hereby established by City of Dixon

**WITNESSETH THAT:**

WHEREAS, the STATE STREET BANK AND TRUST COMPANY (herein referred to as the "Trustee"), is recognized as Trustee by way of the funding arrangement with Transamerica Retirement Solutions

WHEREAS, the City of Dixon has previously or concurrently adopted the City of Dixon Retiree Healthcare Funding Plan, herein referred to as the "Plan" and incorporated by reference including all definitions therein; and

WHEREAS, under the terms of the Plan, funds will from time to time be contributed to the Trustee, which funds as and when received by the Trustee, will constitute a trust fund to be held by said Trustee under the Plan for the benefit of the Participants, their Dependents or their Beneficiaries; and

WHEREAS, the party(s) desires the Trustee to hold and administer such funds and the Trustee is willing to hold and administer such funds pursuant to the terms of this Agreement; and

WHEREAS, the party(s) intends that this Trust, as defined herein, comply with Section 115 of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, for and in consideration of the promises and of the mutual covenants herein contained, the party(s), the Trustee and the Administrator do hereby covenant and agree as follows:

**ARTICLE I**

**TRUST AND TRUST FUND**

**1.1 NAME OF TRUST**

This Trust shall be entitled City of Dixon Retiree Healthcare Funding Plan 115 Trust Agreement (hereinafter referred to as the "Trust"), and shall carry into effect the provisions of the Plan created prior to, or concurrently herewith and forming a part hereof. All of the definitions in such Plan are hereby incorporated herein by reference. The Trustee hereby agrees to act as Trustee of the Trust, and to take, hold, invest, administer and distribute in accordance with the following provisions, any and all contributions and assets paid or delivered to the Trustee pursuant to the Plan.

## 1.2 TRUST FUND

All of the assets at any time held hereunder by the Trustee are hereinafter referred to collectively as the "Trust Fund". All right, title and interest in and to the assets of the Trust Fund shall be at all times vested exclusively in the Trustee.

## 1.3 TRUSTEE'S RECEIPT OF CONTRIBUTIONS

The Trustee shall receive, take, and hold any contributions paid to the Trustee in cash or in other property acceptable to the Trustee. All contributions so received together with the income therefrom and any other increment thereon shall be held, managed, and administered by the Trustee pursuant to the terms of this Agreement without distinction between principal and income and without liability for the payment of interest thereon. The Trustee shall not be responsible for the collection of any contributions under the Plan.

# ARTICLE II

## PLAN

### 2.1 DELIVERY OF PLAN DOCUMENT TO TRUSTEE

The **Administrator** or its agent shall deliver to the Trustee a copy of the Plan document and of any amendments thereto for convenience of reference, but rights, powers, titles, duties, discretions and immunities of the Trustee shall be governed solely by this instrument without reference to the Plan.

# ARTICLE III

## ADMINISTRATOR

### 3.1 APPOINTMENT OF ADMINISTRATOR

**Babbitt Municipalities, Inc.** is hereby designated as the Administrator of the Plan and Trust (herein referred to as the "Administrator"). The Administrator shall notify the Trustee in writing of any change in the identity of such Administrator. Until notified of the change, the Trustee shall be fully protected in acting upon the assumption that the identity of the Administrator has not been changed.

### 3.2 DIRECTIONS TO TRUSTEE

- (a) All directions by the Administrator to the Trustee shall be in writing signed by such Administrator, or by the Administrator's duly appointed and authorized agent or representative.
- (b) The Administrator shall furnish to the Trustee a specimen signature of the Administrator or Administrators, or of the Administrator's duly appointed and authorized agent or representative at the time he or she is appointed.

### 3.3 DETERMINATION OF INTERESTS

The Administrator shall have sole responsibility for determining the existence, non-existence, nature and amount of the rights and interests of all persons in the Trust Fund.

## ARTICLE IV

### CONTRIBUTIONS

#### 4.1 RECEIPT OF CONTRIBUTIONS

The Trustee or its designated custodian shall receive all contributions paid in cash or other property acceptable to the Trustee, and all contributions so received together with the income therefrom and any increment thereon shall be held, managed and administered by the Trustee pursuant to this Agreement without distinction between principal and income. The Trustee shall have no duty to require any contributions to be made to the Trustee by the sponsoring employer or to determine that the amounts received comply with the Plan, or to determine that the Trust Fund is adequate to provide the benefits payable pursuant to the Plan.

## ARTICLE V

### TRUSTEE

#### 5.1 APPOINTMENT OF TRUSTEE

The Trustee hereunder shall be State Street Trust and Bank. Any successor shall be a bank or trust company chartered and regulated by Federal banking authorities or by similar authorities of one of the United States. The Trustee shall have the following general categories of responsibilities:

- (a) to invest, manage, and control the Plan assets as directed by the Administrator (or by an Investment Manager, if one is appointed in accordance with Sections 5.2 and 5.3). The Trustee shall not be responsible for verifying that investment of Plan assets is consistent with any "funding plan and method" adopted by the party(s), but may rely on the direction of the Administrator and/or the Investment Manager;
- (b) to pay benefits required under the Plan to be paid to Participants, their Dependents or, in the event of death, their Beneficiaries, including withholding and depositing of income taxes with respect to taxable benefit payments, pursuant to the direction of the Administrator;
- (c) to maintain records of receipts and disbursements and furnish to the party(s) and/or Administrator for each Fiscal Year a written annual report per Section 5.9.



## 5.2 INVESTMENT POWERS AND DUTIES OF THE TRUSTEE

Subject to the direction of the Administrator and consistent with any “Funding Policy and Method”, the Trustee shall have the following powers and duties with respect to the investment of the Plan Assets:

- (a) to apply for, own, and pay premiums on life insurance Contracts or Policies;
- (b) to invest and reinvest the Trust Fund to keep the Trust Fund invested without distinction between principal and income and in such securities or property, real or personal, wherever situated, including, but not limited to, stocks, common or preferred, bonds and other evidences of indebtedness or ownership, and real estate or any interest therein. In directing the Trustee to make such investments, the Administrator shall give due regard to any limitations imposed by the Code or ERISA, if applicable.
- (c) From time to time with the consent of the Administrator, to transfer to a common, collective, or pooled trust fund maintained by any corporate Trustee hereunder, all or such part of the Trust Fund as the Administrator may deem advisable, and such part or all of the Trust Fund so transferred shall be subject to all the terms and provisions of the common, collective, or pooled trust fund which contemplate the commingling for investment purposes of such trust assets with trust assets of other trusts. The Trustee may, from time to time with the consent of the Administrator, withdraw from such common, collective, or pooled trust fund all or such part of the Trust Fund as the Administrator may deem advisable.
- (d) To maintain one or more accounts within the Trust for the purpose of: (i) keeping track of and charging the Trustee’s fees due from the Plan, or (ii) segregating assets held for investment within the Trust Fund by type of investment or investment strategy, and to transfer from any such account to another account within the Trust Fund.
- (e) The powers granted to the Trustee shall be exercised in the sole fiduciary discretion of the Trustee. However, if Participants, Dependents or Beneficiaries are empowered, each of them may direct the Trustee to separate and keep separate all or a portion of his account; and further each such person is authorized and empowered, to give directions to the Trustee in such form as the Trustee may require concerning the investment of the Participant's, Dependent's or Beneficiary's directed account. The Trustee shall comply as promptly as practicable with investment directions given hereunder. The Trustee may refuse to comply with any investment direction in the event the Trustee deems such directions to be improper by virtue of applicable law. Any costs and expenses related to compliance with the Participant's, Dependent's or Beneficiary's direction shall be borne by his account.

### 5.3 OTHER POWERS OF THE TRUSTEE

The Trustee, in addition to all powers and authorities under common law, statutory authority, including ERISA, if applicable, and consistent with the other provisions of this Agreement, shall have the following powers and authorities, to be exercised under the direction of the Administrator:

- (a) To purchase, or subscribe for, any securities or other property and to retain the same.
- (b) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition, with or without advertisement;
- (c) To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;
- (d) To cause any securities or other property to be registered in the Trustee's own name or in the name of one or more of the Trustee's nominees, and to hold any investments in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund;
- (e) To keep such portion of the Trust Fund in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Plan, without liability for interest thereon;
- (f) To accept and retain for such time as it may deem advisable any securities or other property received or acquired by it as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;
- (g) To make, execute, acknowledge, and deliver any documents of transfer and conveyance or any other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (h) To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings;
- (i) To employ suitable agents and counsel and to pay their reasonable expenses and compensation, and such agent or counsel may or may not be agent or counsel for the party(s);

- (j) To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Plan;
- (k) To apply for and procure from responsible insurance companies selected by the Administrator, such endowment and other life insurance Contracts on the life of any Participant as required to insure or protect the benefits under the Plan as the Administrator shall deem proper; to exercise, at any time or from time to time, whatever rights and privileges may be granted under such endowment or other insurance contracts; to collect, receive, and settle for the proceeds of all such endowment or other insurance contracts as and when entitled to do so under the provisions thereof;
- (l) To invest funds of the Trust in time deposits or savings accounts bearing a reasonable rate of interest in the Trustee's bank;
- (m) To invest in Treasury Bills and other forms of United States government obligations;
- (n) Except as hereinafter expressly authorized, the Trustee is prohibited from selling or purchasing stock options. The Trustee is expressly authorized to write and sell call options under which the holder of the option has the right to purchase shares of stock held by the Trustee as a part of the assets of this Trust, if such options are traded on and sold through a national securities exchange registered under the Securities Exchange Act of 1934, as amended, which exchange has been authorized to provide a market for option contracts pursuant to Rule 9B-1 promulgated under such Act, and so long as the Trustee at all times up to and including the time of exercise or expiration of any such option holds sufficient stock in the assets of this Trust to meet the obligations under such option if exercised. In addition, the Trustee is expressly authorized to purchase and acquire call options for the purchase of shares of stock covered by such options if the options are traded on and purchased through a national securities exchange as described in the immediately preceding sentence, and so long as any such option is purchased solely in a closing purchase transaction, meaning the purchase of an exchange traded call option the effect of which is to reduce or eliminate the obligations of the Trustee with respect to a stock option contract or contracts which it has previously written and sold in a transaction authorized under the immediate prior sentence;
- (o) To deposit moneys in federally insured savings accounts or certificates of deposit in banks or savings and loan associations;
- (p) With the consent of the Administrator, to pool all or any of the Trust Fund, from time to time, with assets belonging to any other qualified employee benefit trust or 115 trust as permitted by the Code, and to commingle such assets and make joint or common investments and carry joint accounts on behalf of the Plan and such other trust or trusts, allocating undivided shares or interests in such investments or accounts or any pooled assets of the two or more trusts in accordance with their respective interests;

#### 5.4 DUTIES OF THE TRUSTEE REGARDING PAYMENTS

At the direction of the Administrator, the Trustee shall, from time to time, in accordance with the terms of the Plan, make payments out of the Trust Fund. The Trustee shall not be responsible in any way for the application of such payments.

#### 5.5 TRUSTEE'S COMPENSATION, EXPENSES AND TAXES

The Trustee shall be paid such reasonable compensation as shall from time to time be agreed upon in writing by the party(s) and the Trustee. In addition, the Trustee shall be reimbursed for any reasonable expenses, including reasonable counsel fees incurred by it as Trustee. Such compensation and expenses shall be paid from the Trust Fund unless paid or advanced by the party(s). All taxes of any kind and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect of, the Trust Fund or the income thereof, shall be paid from the Trust Fund.

#### 5.6 PAYMENT OF EXPENSES

All expenses of administration may be paid out of the Trust Fund unless previously paid by the party(s). Such expenses shall include any expenses incident to the functioning of the Administrator, including, but not limited to, fees of Trustees, accountants, counsel, and other specialists and their agents, and other costs of administering the Plan. Until paid, the expenses shall constitute a liability of the Trust Fund.

#### 5.7 VALUATION OF THE TRUST FUND

As of each Anniversary Date, and at such other date or dates deemed necessary by the Administrator, herein called "valuation date", the Trustee shall determine the net worth of the assets comprising the Trust Fund as it exists on the "valuation date" prior to taking into consideration any contribution for that Plan Year. In determining such net worth, the Trustee shall value the assets comprising the Trust Fund at their fair market value as of the "valuation date" and shall deduct all expenses for which the Trustee has not yet obtained reimbursement from the Trust Fund.

#### 5.8 METHOD OF VALUATION

In determining the fair market value of securities held in the Trust Fund which are listed on a registered stock exchange, the Trustee shall value the same at the prices they were last traded on such exchange preceding the close of business on the "valuation date". If such securities were not traded on the "valuation date", or if the exchange on which they are traded was not open for business on the "valuation date", then the securities shall be valued at the prices at which they were last traded prior to the "valuation date". Any unlisted security held in the Trust Fund shall be valued at its bid price next preceding the close of business on the "valuation date", which bid price shall be obtained from a registered broker or an investment banker

## 5.9 ANNUAL REPORT OF THE TRUSTEE

Within sixty (60) days after the Anniversary Date for each Plan Year, the Trustee or its designated custodian shall furnish to the party(s) and to the Administrator a written statement of account with respect to the Fiscal Year for which such contribution was made setting forth:

- (a) the net income, or loss, of the Trust Fund;
- (b) the gains, or losses, realized by the Trust Fund upon sales or other disposition of the assets;
- (c) the increase, or decrease, in the value of the Trust Fund;
- (d) all payments and distributions made from the Trust Fund; and
- (e) such further information as the Trustee and/or Administrator deems appropriate. The party(s), forthwith upon its receipt of each such statement of account, shall acknowledge receipt thereof in writing and advise the Trustee and/or Administrator of its approval or disapproval thereof. Failure by the party(s) to disapprove any such statement of account within ninety (90) days after its receipt thereof shall be deemed an approval thereof. The approval by the party(s) of any statement of account shall be binding as to all matters embraced therein as between the party(s) and the Trustee to the same extent as if the account of the Trustee had been settled by judgment or decree in an action for a judicial settlement of its account in a court of competent jurisdiction in which the Trustee, the party(s) and all persons having or claiming an interest in the Plan were parties; provided, however, that nothing herein contained shall deprive the Trustee of its right to have its accounts judicially settled if the Trustee so desires.

## 5.10 AUDIT

- (a) If an audit of the Plan's records shall be required by ERISA and the regulations thereunder for any Plan Year, the Administrator shall direct the Trustee to engage on behalf of all Participants an independent qualified public accountant for that purpose. Such accountant shall, after an audit of the books and records of the Plan in accordance with generally accepted auditing standards, within a reasonable period after the close of the Plan Year, furnish to the Administrator and the Trustee a report of his audit setting forth his opinion as to whether each of the following statements, schedules or lists, or any others that are required by the Secretary of Labor to be filed with the Plan's annual report, are presented fairly in conformity with generally accepted accounting principles applied consistently:
  - (1) statement of the assets and liabilities of the Plan;
  - (2) statement of changes in net assets available to the Plan;
  - (3) statement of receipts and disbursements, a schedule of all assets held for investment purposes, a schedule of all loans or fixed income obligations in default at the close of the Plan Year;

- (4) a list of all leases in default or uncollectible during the Plan Year;
- (5) the most recent annual statement of assets and liabilities of any bank common or collective trust fund in which Plan assets are invested or such information regarding separate accounts or trusts with a bank or insurance company as the Trustee and Administrator deem necessary; and
- (6) a schedule of each transaction or series of transactions involving an amount in excess of three percent (3%) of Plan assets.

All auditing and accounting fees shall be an expense of and may, at the direction of the Administrator, be paid from the Trust Fund.

- (b) If some or all of the information necessary to enable the Administrator to comply with Federal regulations or the Internal Revenue Code is maintained by a bank, insurance company, or similar institution, regulated and supervised and subject to periodic examination by a state or federal agency, it shall transmit and certify the accuracy of that information to the Administrator within one hundred twenty (120) days after the end of the Plan Year or such other date as may be prescribed under regulations of the Secretary of Labor.

#### 5.11 RESIGNATION, REMOVAL AND SUCCESSION OF TRUSTEE

- (a) The Trustee may resign at any time by delivering to the party(s), at least ninety (90) days before its effective date, a written notice of its resignation.
- (b) The party(s) may remove the Trustee by mailing, by registered or certified mail, addressed to such Trustee at his last known address, at least thirty (30) days before its effective date, a written notice of its removal and a copy, certified by the party(s), of the resolution adopted effecting its removal.
- (c) Upon the death, resignation, incapacity, dissolution or removal of any Trustee, a successor may be appointed by the party(s); and such successor, upon accepting such appointment in writing and delivering same to the party(s), shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of his predecessor with like respect as if he were originally named as a Trustee herein. Until such a successor is appointed, the remaining Trustee or Trustees shall have full authority to act under the terms of this Agreement. In the event that the party(s) does not name a successor Trustee by the effective date of the removal or resignation of the Trustee, the sponsoring employer shall become the Trustee hereunder.
- (d) The party(s) may designate a successor Trustee prior to the resignation or removal of a Trustee. In the event a successor is so designated by the party(s) and accepts such designation, the successor shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of his predecessor with the like effect as if he were originally named as Trustee herein immediately upon the death, resignation, incapacity, or removal of his predecessor.

- (e) Whenever any Trustee hereunder ceases to serve as such, he shall furnish to the party(s) and Administrator a written statement of account with respect to the portion of the Fiscal Year during which he served as Trustee. This statement shall be either (i) included as part of the annual statement of account for the Fiscal Year required under Section 5.9 or (ii) set forth in a special statement. Any such special statement of account should be rendered no later than the due date of the annual statement of account for the Fiscal Year. The procedures set forth in Section 5.9 for the approval by the party(s) of annual statements of account shall apply to any special statement of account rendered hereunder and approval by the party(s) of any such special statement in the manner provided in Section 5.9 shall have the same effect upon the statement as the party(s)'s approval of an annual statement of account. No successor to the Trustee shall have any duty or responsibility to investigate the acts or transactions of any predecessor who has rendered all statements of account required by Section 5.9 and this subparagraph.

## **ARTICLE VI**

### **AMENDMENT, TERMINATION AND MERGERS**

#### **6.1 AMENDMENT**

The party(s) shall have the right at any time and from time to time to amend, in whole or in part, any or all of the provisions of this Agreement.

#### **6.2 TERMINATION OF TRUST BY PARTY(S)**

The party(s) shall have the right at any time to terminate the Trust by delivering to the Trustee and Administrator written notice of such termination. Upon such termination of the Trust, the party(s), by written notice to the Trustee and Administrator, may direct either:

#### **6.3 MERGER, CONSOLIDATION OR TRANSFER**

This Trust may be merged or consolidated with, or its assets and/or liabilities may be transferred to or from another Trust only if the benefits which would be received by a Participant or his or her Beneficiaries under the Plan, in the event of a termination of the Trust immediately after such transfer, merger or consolidation, are at least equal to the benefits the Participant or his or her Beneficiaries would have received if the Plan had terminated immediately before the transfer, merger or consolidation.

The Trustee, at the direction of the Administrator, may transfer the interest of a Participant to, or receive the transferred interest from, another trust forming part of Code Section 501(c)(9) or Code Section 115 trust as permitted by the Code, maintained by such participant's new or previous sponsoring employer and represented by said trustee in writing as meeting the requirements of the Code, provided that the trust to which such transfers are made permits the transfer to be made.

## 6.4 TRANSFER OF INTEREST

Pursuant to the direction of the Administrator, the Trustee may accept funds transferred from another trust forming part of a welfare benefit meeting the requirements of Code Section 115. The Administrator shall maintain records with respect to the separate "Participant's Transferred Account" on behalf of the party(s) and the Participant with respect to the amount transferred. In the event of such a transfer under this Plan, the Trustee may act upon the direction of the Administrator without determining the facts concerning a transfer.

## ARTICLE VII

### MISCELLANEOUS

#### 7.1 QUALIFIED TRUST

- (a) The Trust is intended to continue to qualify and to be tax exempt under the governmental authority provided by IRC Section 115, as amended from time to time.
- (b) Notwithstanding anything herein to the contrary, if, pursuant to an application filed by or in behalf of the Plan, the Commissioner of the Internal Revenue Service or his delegate should determine that the Plan does not initially qualify as a tax-exempt plan and trust under IRC Section 115, and such determination is not contested, or if contested, is finally upheld, then the Plan shall be void *ab initio* and the Trustee shall direct the Administrator to return all amounts contributed to the Plan by the sponsoring employer, less expenses paid, within one year and the Plan shall terminate, and the Administrator shall be discharged from all further obligations.

#### 7.2 PARTICIPANTS' RIGHTS

The Plan shall not be deemed to constitute a contract between the sponsoring employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in the Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the sponsoring employer or to interfere with the right of the sponsoring employer to discharge any Participant or Employee at any time regardless of the effect, which such discharge shall have upon him as a Participant in the Plan.

#### 7.3 ALIENATION

No benefit which shall be payable out of the Trust Fund to any person (including a Participant or Beneficiary) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized by the Trustee, except to such extent as may be required by law.

In the event a Participant's benefits are garnished or attached by order of any court, the Administrator may bring an action for a declaratory judgment in a court of competent jurisdiction



to determine the proper recipient of the benefits to be paid by the Plan. During the pendency of said action, any benefits that become payable shall be paid into the court as they become payable, to be distributed by the court to the recipient it deems proper at the close of said action.

#### 7.4 CONSTRUCTION OF AGREEMENT

This Trust shall be construed and enforced according to any applicable Federal rule, regulation or code and the laws of the state of Illinois of the Trustee.

#### 7.5 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

#### 7.6 PROHIBITION AGAINST DIVERSION OR INUREMENT

It shall be impossible by operation of the Plan or of the Trust, by termination of either, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of the Trust Fund maintained pursuant to this trust, or any funds contributed thereto, to inure (other than through the payment of benefits provided under the terms of the Plan) to the benefit of any private shareholder or individual.

#### 7.7 BONDING

Every Fiduciary who handles funds or other property of the Trust, except a bank or an insurance company, unless exempted by ERISA, if applicable, and regulations thereunder, shall be bonded in an amount not less than 10% of the amount of the funds such Fiduciary handles; provided, however, that the minimum bond shall be \$1,000 and the maximum bond, \$500,000. The amount of funds handled shall be determined at the beginning of each Plan Year by the amount of funds handled by such person, group, or class to be covered and their predecessors, if any, during the preceding Plan Year, or if there is no preceding Plan Year, then by the amount of the funds to be handled during the then current year. The bond shall provide protection to the Plan against any loss by reason of acts of fraud or dishonesty by the Fiduciary alone or in connivance with others. The surety shall be a corporate surety company (as such term is used in Section 412(a)(2) of ERISA), and the bond shall be in a form approved by the Secretary of Labor. The cost of such bonds shall be an expense of and may, at the election of the Administrator, be paid from the Trust Fund or by the party(s).

#### 7.8 ERRORS AND OMISSIONS

The Administrator shall direct the Trustee to purchase a Contract of insurance to protect the Trust Fund and its advisors against any potential liability which may arise in the day to day administration of the Plan and Trust from any error in action or failure to act as required under the

provisions of the Plan and/or Trust by the Administrator, its representatives, agents, employees or advisers.

#### 7.9 SPONSOR'S, ADMINISTRATOR'S AND TRUSTEE'S PROTECTIVE CLAUSE

Neither the Sponsor, Administrator nor the Trustee, nor their successors, shall be responsible for the validity of any Contract of insurance issued hereunder or for the failure on the part of the insurer to make payments provided by any such Contract, or for the action of any person which may delay payment or render a Contract null and void or unenforceable in whole or in part.

#### 7.10 INSURER'S PROTECTIVE CLAUSE

Any insurer who shall issue Contracts of insurance hereunder shall not have any responsibility for the validity of the Plan or for the tax or legal aspects of the Plan. The insurer shall be protected and held harmless in acting in accordance with any written direction of the Trustee, and shall have no duty to see to the application of any funds paid to the Trustee, nor be required to question any actions directed by the Trustee. Regardless of any provision of the Plan or Trust, the insurer shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any Contract which it issues hereunder, or the rules of the insurer.

#### 7.11 INDEMNIFICATION OF TRUSTEE

The party(s) shall indemnify and hold harmless the Trustee from all loss or liability (including expenses and reasonable attorneys' fees) to which the Trustee may be subject by reason of its execution of its duties under this Trust Agreement, or by reason of any acts taken in good faith in accordance with directions, or acts omitted in good faith in the absence of directions, from the Administrator, its agent or representative, or from an Investment Manager, unless such loss or liability is due to the Trustee's negligence or misconduct. The Trustee is entitled to collect on the indemnity provided by this Section only from the Administrator and is not entitled to any direct or indirect payment from assets of the Trust Fund.

The Trustee shall indemnify and hold harmless the party(s) and administrator from all loss or liability unless the such loss or liability is due to the party(s) and administrator's negligence or misconduct.

In the event that any lawsuit, claim, suit, or proceeding is brought involving the Plan or the Trust Fund in which the Trustee is named as a defendant, the Trustee shall be entitled to receive, on a current basis, indemnity payments as provided for in this Section. Provided, however, that if the final judgment entered in the lawsuit or proceeding holds that the Trustee is guilty of negligence or misconduct with respect to the Trust Fund, the Trustee shall be required to refund the indemnity payments that it has received.

#### 7.12 LIMITATION OF TRUSTEE'S LIABILITY

The Trustee shall accept and rely upon any documents executed by the Administrator until such time as the sponsoring party(s) or Administrator files with the Trustee a written revocation of such designation. If the Trustee makes a written request for directions from the sponsoring party(s), the Administrator, or an Investment Manager, the Trustee may await such directions without incurring liability. The Trustee has no duty to act in the absence of such requested directions, but may in its

discretion take such action, as it deems appropriate to carry out the purpose of this Trust Agreement.

#### 7.13 RECEIPT AND RELEASE FOR PAYMENTS

- (a) No benefit payable to any Participant or Beneficiary shall exceed the value of the Trust assets allocated to that benefit. In the event that there are insufficient Trust assets to pay in full any benefit provided hereunder, neither the Trustee, the administrator nor the party(s) shall bear any liability to any Participant or Beneficiary on account of such insufficiency.
- (b) Any payment to any Participant, his legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Agreement, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Trustee, the Administrator and the party(s), any of whom may require such Participant, legal representative, Beneficiary, guardian or committee, as a condition precedent to such payment, to execute a receipt and release thereof in such form as shall be determined by the Trustee, Administrator or party(s).

#### 7.14 HEADINGS

The headings and subheadings of this Agreement have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

## ARTICLE VIII

### EXECUTION

#### 8.1 SIGNATURES

In witness of the foregoing promises and mutual covenants herein contained, the Parties have adopted and executed this Trust and the related Plan document as of the dates shown below:

Dated this \_\_\_\_ day of \_\_\_\_ 20\_\_.

(a) Signed by: \_\_\_\_\_

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

Signature: \_\_\_\_\_

(b) Signed by: \_\_\_\_\_

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

Signature: \_\_\_\_\_

WELFARE BENEFIT PLAN  
RETIREE HEALTHCARE FUNDING PLAN  
(RHFP)

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City of Dixon

Effective Date : January 1, 2020

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**CITY OF DIXON**

**RETIREE HEALTHCARE FUNDING PLAN (RHFP)**

**WELFARE BENEFIT PLAN**

The Employer/Sponsoring Entity identified in the Retiree Healthcare Funding Plan Specifications (“Employer/Sponsoring Entity”) hereby adopts and establishes a welfare benefit plan (herein referred to as the “Plan”) for the benefit of its Eligible Employees, their eligible Dependents and Beneficiaries by completion of the RHFP® Plan Specifications.

BABBITT MUNICIPALITIES INC. (“BMI”), an Illinois limited liability company, reserves all rights with respect to this Welfare Benefit Plan document, the RHFP® Plan Trust Agreement (the “Trust”) and the Plan Specifications associated with it.

BMI and the Employer/Sponsoring Entity intend that this Plan and the Trust attached hereto, and by reference incorporated herein, constitute an “employee welfare benefit plan” under Title I, section 3(1), of the Employee Retirement Income Security Act of 1974 as amended (“ERISA”) and an arrangement governed by section 115 of the Internal Revenue Code of 1986, as amended.

**ARTICLE 1**  
**DEFINITIONS**

- 1.1 “Account Balance” means the aggregate value of the Participant’s Employer/Sponsoring Entity Contribution Account and Accrued Leave Contribution Account.
- 1.2 “Accrued Leave Contribution” or “Employer/Sponsoring Entity Accrued Leave Contribution” means a contribution to the Participant’s account made by the Employer/Sponsoring Entity, to the extent such contribution is selected in the Plan Specifications.
- 1.3 “Accrued Leave Contribution Account” means that portion of the Trust Fund held by the Trustee and separately maintained by the Administrator on behalf of and for the purpose of providing benefits to a Participant, his or her Dependent(s) and Beneficiaries, pursuant to Section 5.1 hereof, attributable to Employer/Sponsoring Entity Accrued Leave Contributions.
- 1.4 “Administrator” or “Plan Administrator” means the individual, entity or group designated by the Employer/Sponsoring Entity in the Plan Specifications pursuant to Section 2.2 hereof to administer the Plan on behalf of the Employer/Sponsoring Entity and the Participants.
- 1.5 “Adopting Employer/Sponsoring Entity” means a corporation or other organization other than the Employer/Sponsoring Entity which adopts this Plan by executing an Plan Specifications setting forth its terms of adoption pursuant to Article 11 hereof.

- 1.6 “Adoption Date” means the date as of which the Employer/Sponsoring Entity adopts this Plan as set forth in the Plan Specifications.
- 1.7 “Allocation Date” means the date as of which Employer/Sponsoring Entity contributions are credited to the account of Participants as elected in the Plan Specifications.
- 1.8 “Anniversary Date” means the last day of each Plan Year.
- 1.9 “Authorized Leave of Absence” means a temporary cessation of active employment with the Employer/Sponsoring Entity pursuant to an established policy, whether occasioned by illness, military service, maternity or paternity leave, or any other reason. An Authorized Leave of Absence shall not be considered a termination of employment.
- 1.10 “Beneficiary” or “Beneficiaries” means the person or persons designated by the Participant pursuant to Section 8.4 to receive benefits payable from the Plan (or directly from insurance Policies purchased by the Plan) in the event of the Participant’s death.
- 1.11 “BMI” means BABBITT MUNICIPALITIES INC. and any successor that shall maintain this Plan document.
- 1.12 “Break in Service” means a 12-consecutive month period set forth in the Plan Specifications during which an Employee fails to complete more than 500 Hours of Service.
- 1.13 “Code” means the Internal Revenue Code of 1986, as amended or replaced from time to time.
- 1.14 “Collective Bargaining Agreement” means a bona fide agreement between the Employer/Sponsoring Entity and Employee representatives provided that health and welfare benefits were the subject of good faith bargaining between such Employee representatives and the Employer/Sponsoring Entity. The term “Employee representatives” does not include an organization more than half of whose members are owners, officers or executives of the Employer/Sponsoring Entity.
- 1.15 “Compensation” with respect to a Participant means the total wages or salary, overtime, commissions, bonuses, and any other taxable remuneration earned while a Participant from the Employer/Sponsoring Entity and actually paid (determined as elected in the Plan Specifications) during the 12-month period elected in the Plan Specifications, and shall exclude amounts realized from the exercise of non-qualified stock options and amounts realized from the sale, exchange or other disposition of stock acquired under qualified stock options, when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture and may not exceed the compensation limit contained in Code section 505(b)(7). The Employer/Sponsoring Entity may elect in the Plan Specifications to exclude as Compensation any amount which is contributed by the Employer/Sponsoring Entity pursuant to a salary reduction agreement and which is not includible in the gross income of an employee under Code sections 125, 402(e)(3), 402(h), or 403(b). The Employer/Sponsoring Entity may also elect in the Plan

Specifications to eliminate categories of Compensation which do not result in discrimination in favor of Highly-Compensated Employees, including:

- (a) Amounts paid in commissions, bonuses or overtime compensation;
  - (b) Contributions under a salary reduction agreement to a cash or deferred plan under Code section 401(k), or to a simplified employee pension plan under Code section 408(k).
  - (c) Compensation in excess of a maximum amount specified.
- 1.16 “Covered Group” means those Employees whom the Employer/Sponsoring Entity has elected to cover under this Plan in the Plan Specifications.
- 1.17 “Dependent” means, with respect to any Participant:
- (a) The Participant’s spouse;
  - (b) A child of the Participant or the Participant’s spouse (including a child placed for adoption with or under legal guardianship of the Participant or spouse) who is unmarried and is less than 19 years of age or is less than 25 years of age and is a full-time student at an accredited educational institution during at least five (5) months of the calendar year. The age requirement is waived for any child who is mentally or physically disabled prior to age 19, is incapable of self-sustaining employment and who is a “dependent” of the Participant within the meaning of section 152 of the Code;
  - (c) Any other person that the Administrator, relying on information furnished by the Participant, in good faith determines to meet the definition of a dependent within the meaning of section 152(a) of the Code.
- 1.18 “Disability” means a physical or mental condition of a Participant expected to last for a continuous period of not less than twelve (12) months, resulting from bodily injury, disease, or mental disorder which renders the Employee incapable of engaging in or continuing his or her usual and customary employment. A licensed physician selected by the Administrator shall determine the Disability of a Participant. The determination shall be applied uniformly to all Participants.
- 1.19 “Discretionary Contribution” or “Employer/Sponsoring Entity Discretionary Contribution” means a contribution to the Participant’s account made by the Employer/Sponsoring Entity, to the extent such contribution is selected in the Plan Specifications.
- 1.20 “Early Retirement Date” means the combination of age and Years of Service established by the Employer/Sponsoring Entity in the Plan Specifications, which is the earliest date on which a Participant may retire and receive post-retirement benefits under the Plan.

- 1.21 “Earned” means that portion of a Participant’s Employer/Sponsoring Entity Contribution Account to which the Participant has become entitled by virtue of his or her age and Years of Service (or Years of Participation) in accordance with the Earned benefit schedule set forth in the Plan Specifications.
- 1.22 “Effective Date” means the date on which this Plan initially is effective, as set forth in the Plan Specifications.
- 1.23 “Eligible Employee” means an Employee who has satisfied the eligibility requirements set forth in the Plan Specifications.
- 1.24 “Employee” means any person employed by the Employer/Sponsoring Entity who receives compensation for personal services to the Employer/Sponsoring Entity that is subject to withholding for federal income tax purposes. The term “Employee” does not include an independent contractor or leased employee or any individual who is classified by the Employer/Sponsoring Entity other than as an Employee even if it is later determined that the classification is incorrect.
- 1.25 “Employer/Sponsoring Entity” means a corporation or other organization that adopts this Plan by executing an Plan Specifications setting forth its terms of adoption and any predecessor or successor thereto. Where appropriate, Employer/Sponsoring Entity shall also mean any Adopting Employer/Sponsoring Entity, including any organization that must be aggregated with the Employer/Sponsoring Entity under Code Sections 414(b)(c) or (m).
- 1.26 “Employer/Sponsoring Entity Contribution Account” means that portion of the Trust Fund held by the Trustee and separately maintained by the Administrator on behalf of and for the purpose of providing benefits to a Participant, his or her Dependent(s) and Beneficiaries, pursuant to Section 5.1 hereof, attributable to Employer/Sponsoring Entity Discretionary Contributions.
- 1.27 “Entry Date” means the date on which an Employee commences participation in the Plan as elected by the Employer/Sponsoring Entity in the Plan Specifications. After an Employee’s Entry Date, such Employee shall be considered to be a Participant in the Plan.
- 1.28 “ERISA” means the Employee Retirement Income Security Act of 1974, as it may be amended from time to time.
- 1.29 “Fiduciary” means any person who: (i) exercises any discretionary authority or control respecting management of the Plan or exercises any authority or control respecting management or disposition of its assets; (ii) renders investment advice for a fee or other compensation, direct or indirect, with respect to any moneys or other property of the Plan or has any authority or responsibility to do so, or (iii) has any discretionary authority or discretionary responsibility in the administration of the Plan, including, but not limited to, the Trustee, the Employer/Sponsoring Entity and the Administrator.
- 1.30 “Fund” or “Trust Fund” means the assets of the Plan held in trust, as the same shall exist from time to time, including earnings and appreciation thereon.

- 1.31 “Highly Compensated Employee” means any Employee who (i) was a five percent (5%) owner (as described in Code section 416(i)(1)) of an Adopting Employer/Sponsoring Entity at any time during the determination year or the preceding year, or (ii) who, for the preceding year received Compensation from the Adopting Employer/Sponsoring Entity (or from all entities required to be aggregated with the Adopting Employer/Sponsoring Entity pursuant to sections 414(b), (c) or (m) of the Code) in excess of \$80,000 [as adjusted pursuant to Code section 415(d)], and was in the “top-paid group of employees” (as described in Code section 414(q) for such preceding year.
- 1.32 “Highly Compensated Individual”, for purposes of testing whether the Plan meets the requirements of Code section 105(h) means an individual who is--
- (a) One of the five (5) highest paid officers,
  - (b) A shareholder who owns (with the application of Code section 318) more than ten percent (10%) in value of the stock of the Employer/Sponsoring Entity; or
  - (c) Among the highest paid twenty-five percent (25%) of all Employees (other than employees described in section 105(h)(3)(B) who are not participants in this Plan or in any self-insured medical or in a health maintenance organization plan maintained by the Employer/Sponsoring Entity).

The status of an Employee as an officer or stockholder is determined with respect to a particular benefit on the basis of the Employee’s officer status or stock ownership at the time during the Plan Year at which the benefit is provided. In calculating the highest paid twenty-five percent (25%) of all Employees, the number of Employees included will be rounded to the next highest number. The level of an Employee’s compensation is determined on the basis of the Employee’s compensation for the Plan Year. For purposes of the preceding sentence, fiscal year plans may determine Employee compensation on the basis of the calendar year ending within the Plan Year.

- 1.33 “Hour of Service” means (i) each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer/Sponsoring Entity, and (ii) each hour (up to a maximum of 501 hours) for which an Employee is paid, or entitled to payment, by the Employer/Sponsoring Entity on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or Authorized Leave of Absence. Hours of Service shall be determined on the basis elected in the Plan Specifications.

Hours of Service shall be credited for employment with the Employer/Sponsoring Entity and with any Adopting Employer/Sponsoring Entity or other entity required to be aggregated with the Employer/Sponsoring Entity pursuant to Code section 414(o) and the Regulations thereunder. Hours of Service shall also be credited for any individual considered an Employee for purposes of this Plan under Code section 414(n) or Code section 414(o) and the Regulations thereunder.

Solely for purposes of determining whether a Break in Service, as defined in paragraph 1.12, for purposes of participation and earning of benefits has occurred in a computation period, an individual who is absent from work for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, eight (8) Hours of Service per day of such absence. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence by reason of the pregnancy of the individual, by reason of a birth of a child of the individual, by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited under this paragraph shall be credited in the computation period in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or in all other cases, in the following computation period. No more than 501 hours will be credited under this paragraph.

- 1.34 “Investment Manager” means any person, firm or corporation who is a registered investment adviser under the Investment Advisers Act of 1940, a bank or an insurance company, and (i) who has the power to manage, acquire, or dispose of Plan assets, and (ii) who acknowledges in writing his Fiduciary responsibility to the Plan.
- 1.35 “Key Employee” means any Employee or former Employee (and the Beneficiaries of such Employee) who at any time during the determination period was an officer of the Employer/Sponsoring Entity if such individual’s annual Compensation exceeds 50% of the dollar limitation under Code section 415(b)(1)(A) (the defined benefit maximum annual benefit), an owner (or considered an owner under Code section 318) of one of the ten largest interests in the Employer/Sponsoring Entity if such individual’s Compensation exceeds 100% of the dollar limitation under Code section 415(c)(1)(A), a 5% owner of the Employer/Sponsoring Entity, or a 1% owner of the Employer/Sponsoring Entity who has an annual Compensation of more than the amount set forth in Code section 415(d) (as adjusted by the Secretary of the Treasury). For purposes of determining who is a Key Employee, annual Compensation means Compensation determined under Code section 415, but including amounts deferred to a cash or deferred plan under code section 401(k), a simplified employee pension plan under Code section 408(k), a cafeteria plan under Code section 125 or a tax-deferred annuity under Code section 403(b). The determination period is the Plan Year containing the Determination Date. The determination of who is Key Employee will be made in accordance with Code section 416(i)(1) and the Regulations thereunder.
- 1.36 “Leased Employee” means any person (other than an Employee of the recipient) who, pursuant to an agreement between the recipient and any other person (“leasing organization”), has performed services for the recipient [or for the recipient and related persons determined in accordance with Code section 414(n)(6)] on a substantially full-time basis for a period of at least one year, and such services are under the primary direction or control of the recipient Employer/Sponsoring Entity.



- 1.37 “Medical Expense” means any expense paid for medical care of a Participant and his or her spouse and other Dependents within the meaning of Section 213 of the Code. Such expenses include physician’s and hospital charges, dental charges, hearing and vision expenses, prescriptions, ambulance, laboratory fees, convalescent and nursing home care, hospice care, private nursing care, Medigap or Medicare supplement insurance premiums, other medical insurance premiums, convalescent or nursing home care, the cost of medications and/or prescriptions, private nursing and hospice care, amounts paid or due as deductibles, co-pay amounts, co-insurance costs, and other medical expenses within the meaning of Section 213(d) of the Internal Revenue Code.
- 1.38 “Normal Retirement Date” means the combination of age and Years of Service established by the Employer/Sponsoring Entity in the Plan Specifications, at or after which a Participant may receive his or her post-retirement benefits under the Plan.
- 1.39 “Participant” means any Eligible Employee who has not for any reason become ineligible to participate in the Plan.
- 1.40 “Plan” means the welfare benefit plan adopted by the Employer/Sponsoring Entity under this Plan document, the Plan Specifications and the separate Trust Agreement, including all amendments thereto, all of which are incorporated by reference and made a part hereof.
- 1.41 “Plan Specifications” means the RHFP® Plan Specifications document attached hereto and incorporated herein by reference, by which the Employer/Sponsoring Entity establishes or by which an Adopting Employer/Sponsoring Entity adopts a welfare benefit plan pursuant to the terms of this Plan for the benefit of its Eligible Employees.
- 1.42 “Plan Year” means the Plan’s accounting year of twelve (12) consecutive months designated by the Employer/Sponsoring Entity in the Plan Specifications.
- 1.43 “Policy” means an insurance or annuity policy or policies, either group or individual, issued by an insurer.
- 1.44 “Qualified Medical Child Support Order” means a signed judgment, decree or order (including approval of a settlement agreement) issued by a state court or administrative agency which requires or purports to require a Participant to provide medical or health insurance to a Dependent child.
- 1.45 “Regulation” means a section of the Income Tax Regulations promulgated by the Secretary of the Treasury or his delegate, as amended from time to time.
- 1.46 “Retirement Date” means the date as of which a Participant actually retires, whether such retirement occurs on or after the Participant’s Early Retirement Date or Normal Retirement Date. The Early Retirement Date and Normal Retirement Date are set forth in the Plan Specifications.
- 1.47 “Service” means the period of current or prior employment with the Employer/Sponsoring Entity. If the Employer/Sponsoring Entity maintains a plan of a predecessor

Employer/Sponsoring Entity, Service for the predecessor shall be treated as Service for the Employer/Sponsoring Entity.

- 1.48 “Severance” or “Severance of Employment” means the termination of a period of Service with the Employer/Sponsoring Entity, other than an Authorized Leave of Absence, for reasons other than death, disability or retirement.
- 1.49 “Severed Participant” means a Participant whose employment has been terminated for reasons other than death or retirement.
- 1.50 “Trustee” means the person or persons named or appointed as Trustee under the Trust in any separate trust forming a part of this Plan, and his, their, or its successors.
- 1.51 “Trust” means the separate trust or trusts created pursuant to this Plan, incorporated herein by reference.
- 1.52 “Valuation Date” means the last day of the Plan Year and such other date or dates selected by the Employer/Sponsoring Entity on which Participant accounts are valued in accordance with Article 5 hereof.
- 1.53 “Year of Participation” means a Year of Service during which an Employee is eligible to participate in the plan and is credited by the Employer/Sponsoring Entity with the number of Hours of Service specified in the Plan Specifications. The initial computation period for determining Years of Participation shall commence on the first day of the Plan Year that includes the Participant’s Entry Date.
- 1.54 “Year of Service” means the computation period of twelve (12) consecutive months, set forth in the Plan Specifications, during which an Employee is credited by the Employer/Sponsoring Entity with the number of Hours of Service specified in the Plan Specifications. Notwithstanding the foregoing, a Participant shall be credited with a Year of Service for any Plan Year in which he performs an average of thirty (30) Hours of Service per week or is credited with 1,000 Hours of Service total.

Years of Service with the Employer/Sponsoring Entity and with a predecessor Employer/Sponsoring Entity or any Adopting Employer/Sponsoring Entity shall be recognized.

Years of Service for eligibility to participate in the Plan, for allocation of Employer/Sponsoring Entity contributions and for Earning of benefits may be different, as elected in the Plan Specifications. To determine Years of Service and Breaks in Service for purposes of eligibility, the 12-consecutive month period shall commence on the date on which an Employee first performs an Hour of Service for the Employer/Sponsoring Entity and each anniversary thereof, such that the succeeding 12-consecutive month period commences with the employee’s first anniversary of employment and so on.

## **ARTICLE 2**

### **ADMINISTRATION**

#### **2.1 POWERS AND RESPONSIBILITIES OF THE EMPLOYER/SPONSORING ENTITY**

The Employer/Sponsoring Entity shall have the following duties, powers and responsibilities with regard to the Administration of the Plan:

- (a) To appoint and remove the Trustee and the Administrator from time to time as it deems necessary for the proper administration of the Plan to assure that the Plan is being operated for the benefit of the Participants, their Beneficiaries and Dependents in accordance with the terms of this Plan, the Plan Specifications, the Trust, the Code, ERISA and other applicable federal and state laws and any applicable Collective Bargaining Agreement.
- (b) To review periodically the performance of any Fiduciary or other person to whom duties have been delegated or allocated under the provisions of this Plan or pursuant to procedures established hereunder. This requirement may be satisfied by formal periodic review by the Employer/Sponsoring Entity or by a qualified person specifically designated by the Employer/Sponsoring Entity, through day-to-day conduct and evaluation, or through other appropriate ways.

#### **2.2 APPOINTMENT OF ADMINISTRATOR**

The Plan Administrator or Administrator means the Employer/Sponsoring Entity or a person designated by the Employer/Sponsoring Entity in the Plan Specifications. The Plan Administrator is a named fiduciary for operation and management of the Plan and shall have the powers and duties set forth below.

#### **2.3 POWERS AND DUTIES OF THE ADMINISTRATOR**

The primary responsibility of the Administrator is to administer the Plan in accordance with the Code and Regulations and other applicable laws, subject to the specific terms of the Plan. The Administrator shall administer the Plan in accordance with its terms and shall have the power and discretion to construe the terms of the Plan and to determine all questions arising in connection with the administration, interpretation, and application of the Plan. Any such determination by the Administrator shall be conclusive and binding upon all persons. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish his duties under this Plan.

The Administrator shall be charged with the duties of the general administration of the Plan, including the following:

- (a) The Administrator may establish a “funding policy and method”, i.e., determine whether the Plan has a short-run need for liquidity (e.g., to pay benefits) or whether

liquidity is a long-term goal and investment growth (and stability of same) is a more current need, or shall appoint a qualified person to do so. The Employer/Sponsoring Entity or its delegate shall communicate such needs and goals to the Trustee and to the Administrator;

- (b) To appoint an Investment Manager to manage all or a designated portion of the assets of the Plan. In such event, the Trustee shall follow the written directions of the Investment Manager in investing the assets of the Plan managed by the Investment Manager;
- (c) The discretion to determine all questions relating to the eligibility of Employees to participate or continue participation hereunder and to receive benefits under the Plan;
- (d) To compute, certify, and direct the Trustee with respect to the amount and the kind of benefits to which any Participant, Dependent or Beneficiary shall be entitled hereunder;
- (e) To authorize and direct the Trustee with respect to all non-discretionary or otherwise directed disbursements from the Trust;
- (f) To maintain all necessary records for the administration of the Plan;
- (g) To determine the size and type of any Policy or Policies to be purchased from any insurer, to designate the insurer from which such policy shall be purchased, and to direct the Trustee with respect to the purchase thereof. All policies shall be issued on a uniform basis as of each Anniversary Date with respect to all Participants under similar circumstances;
- (h) To compute and certify to the Employer/Sponsoring Entity and to the Trustee from time to time the sums of money necessary or desirable to be contributed to the Trust Fund;
- (i) To consult with the Employer/Sponsoring Entity regarding the short-term and long-term liquidity needs of the Plan in order that the Employer/Sponsoring Entity can exercise any investment discretion in a manner designed to accomplish specific objectives;
- (j) To provide information to any Participant regarding his participation in and rights, benefits, or elections available under the Plan, including the administration of any claims procedures;
- (k) To communicate to Employees, Participants and their Beneficiaries a summary plan description outlining the provisions of the Plan;
- (l) To appoint the Plan's attorney, accountant, actuary custodian or any other party needed to administer the Plan or the Fund;

- (m) To direct the Trustee or custodian with respect to payments from the Fund;
- (n) To file any returns and reports with the Internal Revenue Service, Department of Labor, or any other governmental agency;
- (o) To review and approve any financial reports, investment reviews, or other reports prepared by any party appointed by the Employer/Sponsoring Entity under paragraph (a), and
- (p) To interpret or construe the provisions of the Plan, to resolve any question of Plan interpretation and to make and publish such rules for regulation of the Plan as are consistent with the terms hereof. The Plan Administrator's interpretation of Plan provisions, including eligibility and benefits under the Plan, is final, and, unless it can be shown to be arbitrary and capricious, will not be subject to "de novo" review.

#### 2.4 RESIGNATION, REMOVAL AND SUCCESSION OF ADMINISTRATOR

- (a) The Administrator may resign at any time by mailing by registered or certified mail, addressed to such Employer/Sponsoring Entity at his last known address, at least ninety (90) days before the effective date thereof.
- (b) The Employer/Sponsoring Entity may remove the Administrator by mailing by registered or certified mail, addressed to such Administrator at his last known address, at least thirty (30) days before its effective date, a written notice of its removal and a copy, certified by the Employer/Sponsoring Entity of the resolution adopted effecting its removal.
- (c) Upon the death, resignation, incapacity, dissolution or removal of any Administrator, the Employer/Sponsoring Entity shall, prior to the effective date thereof, appoint a successor Administrator. Upon being notified of such appointment, the Administrator shall deliver its records to its successor on the effective date of the resignation or removal, or as soon thereafter as practicable, and such delivery shall not waive any lien the Administrator may have upon the Fund for its compensation or expenses.
- (d) In the event that the Employer/Sponsoring Entity does not name a successor Administrator by the effective date of the removal or resignation of the Administrator, the Employer/Sponsoring Entity shall be deemed the successor Administrator.
- (e) The Successor Administrator, upon accepting such appointment in writing and delivering same to the Employer/Sponsoring Entity, shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of his predecessor with like respect as if he were originally named as the Administrator herein. Until such a successor is appointed, the remaining Administrator or Administrators shall have full authority to act under the terms of this agreement.

- (f) The Employer/Sponsoring Entity may designate a successor Administrator prior to the resignation or removal of an Administrator. In the event a successor is so designated by the Employer/Sponsoring Entity and accepts such designation, the successor shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of his predecessor with the like effect as if he were originally named as Administrator herein immediately upon the death, resignation, incapacity, or removal of his predecessor.

## 2.5 EMPLOYMENT OF AGENTS AND ADVISERS

The Administrator, in furtherance of its duties and pursuant to its powers enumerated in Section 2.3, may employ counsel, specialists, contract administrative agents and advisers, and other persons as the Administrator, in its sole discretion, deems necessary or desirable for the administration of this Plan.

## 2.6 RECORDS AND REPORTS

The Employer/Sponsoring Entity and Administrator shall keep a record of all actions taken and shall keep all other books of accounts, records, and other data that may be necessary for proper administration of the Plan and shall be responsible for supplying all information and reports to the Internal Revenue Service, Participants, Beneficiaries and others as required by law.

## 2.7 INFORMATION FROM EMPLOYER/SPONSORING ENTITY

To enable the Administrator to perform his functions, the Employer/Sponsoring Entity shall supply full and timely information to the Administrator on all matters relating to the Compensation of all Participants, their Hours of Service, their Years of Service, their retirement, death, Disability or Severance, and such other pertinent facts as the Administrator may require; and the Administrator shall advise the Trustee of such of the foregoing facts as may be pertinent to the Trustee's duties under the Plan. The Administrator may rely upon such information as is supplied by the Employer/Sponsoring Entity and shall have no duty or responsibility to verify such information.

## 2.8 PAYMENT OF EXPENSES

All reasonable expenses of administration may be paid out of the Trust Fund unless paid by the Employer/Sponsoring Entity. Such expenses shall include any expenses incident to the functioning of the Administrator or of the Trustee, including, but not limited to, fees of accountants, counsel, and other specialists and their agents, and other costs of administering the Plan. Until paid, the expenses shall constitute a liability of the Trust Fund.

## 2.9 CLAIMS PROCEDURE

- (a) Claims Procedures: Claims for benefits under the Plan must be filed with the Administrator on forms supplied by the Administrator within 90 days following the end of the Plan Year in which the expense was incurred. Claims submitted after this period will not be eligible for payment. If an application for benefits is made, the Administrator shall accept, reject, or modify such request. Written notice of the disposition of a claim shall be furnished to the claimant as set forth below:

- (i) Time Periods for Notification of Adverse Benefit. If any person believes he or she is being denied any rights or benefits under the Plan, such person may file a claim in writing with the Administrator. If any such claim is wholly or partially denied, the Administrator will notify such person (now called claimant) of its denial with written or electronic notification within the time periods indicated below:
- (1) Pre-Service Claims. Pre-service claims means any claim for a benefit where the terms of the plan condition receipt of the benefit, in whole or in part, on approval of the benefit in advance of obtaining medical care. The Administrator shall notify the claimant of the plan's adverse benefit not later than 15 days after receipt of the claim for pre-service claims.
  - (2) Post-Service Claims. Post-service claims means any claim for a benefit that is not a pre-service claim as described above. The Administrator shall notify the claimant of the plan's adverse benefit not later than 30 days after receipt of the claim for post-service claims.
  - (3) Disability Claims. Disability claims means any claim for disability benefits as described in the plan documents. The Administrator shall notify the claimant of the plan's adverse benefit not later than 45 days after receipt of the claim for disability claims.
  - (4) Urgent Care Claims. Urgent care claims means any claim for medical care or treatment where applying the time conditions for non-urgent care could seriously jeopardize the life or health of the claimant or the ability of the claimant to regain maximum function or in the opinion of a physician with knowledge of the claimant's medical condition, would subject the claimant to severe pain that could not be adequately managed without the care or treatment that is the subject of the claim. The Administrator shall notify the claimant of the plan's adverse benefit not later than 72 hours after receipt of the claim for urgent care claims.
  - (5) Concurrent Care Claims. Concurrent care claims means an ongoing course of treatment to be provided over a period of time or number of treatments. The Administrator shall notify the claimant of the plan's adverse benefit at a time sufficiently in advance of the reduction or termination to allow the claimant to appeal and obtain a determination on review before the benefit is reduced or terminated.
- (ii) Notification Requirements. Each notice to claimant for denial of benefits will include the following:

- (1) The specific reason for the adverse determination.
- (2) Reference to the specific plan provisions, internal rule, guideline, protocol or other similar criterion on which the adverse determination is based. If the reference is to a medical necessity or experimental treatment or similar exclusion, an explanation of the scientific or clinical judgment for the adverse determination shall be provided.
- (3) A description of any additional information necessary for the claimant to provide and the reason for the request for such information.
- (4) A description of the plan's review procedures.

(b) Review Procedures:

- (i) Procedure After Notification of Denial of Claim. Within sixty (60) days after the date on which a claimant receives a written notice of a denied claim (or, if applicable, within 60 days after the date on which such denial is considered to have occurred), such claimant (or his or her duly authorized representative) may:
  - (1) File a written request with the Administrator for a review of the denied claim.
  - (2) Submit written issues and comments to the Administrator, including all additional information requested by the Administrator.
  - (3) Have reasonable access to all information related to the denied claim. If copies are requested, the copies shall be provided to the claimant at no cost.
  - (4) Any review of the denied claim must consider all information presented in making the determination of the claim.

(c) Appeal Procedures:

- (i) Within one hundred eighty (180) days after the date on which a claimant receives a written notice of a denied claim, such claimant (or his or her duly authorized representative) may appeal the adverse determination. This appeal process encompasses the following:
  - (1) The appeal determination will be conducted by an appropriate named fiduciary of the plan. The named fiduciary cannot be a party previously involved with the first adverse determination.



- (2) The named fiduciary shall consult with a health care professional who has appropriate training and experience in the field that is the subject of the adverse determination. This health care profession cannot be a party previously involved with the first adverse determination.
- (3) All medical experts whose advice was obtained will be identified to the claimant (or his or her representative), whether or not the advice was relied upon in making the adverse determination.
- (4) Time Periods for Notification. Notification to the claimant of an adverse benefit determination on appeal shall be in writing and be according to the following:
  - a. Pre-service claims. The Administrator shall notify the claimant not later than 15 days after receipt of the appeal of the adverse claim for pre-service claims.
  - b. Post-service claims. The Administrator shall notify the claimant not later than 30 days after receipt of the appeal for post-service claims.
  - c. Disability claims. The Administrator shall notify the claimant not later than 45 days after receipt of the appeal for disability claims.
  - d. Urgent care claims. The Administrator shall notify the claimant not later than 72 hours after receipt of the appeal for urgent care claims. Urgent care notification may be orally communicated.

(d) Miscellaneous Information:

- (i) Claimant's Failure to Follow Plan's Procedures. Claimants will be notified within five days (24 hours if an urgent care claim is involved) of the filing of a claim of the failure and/or the proper procedures to be followed in filing the initial claim.
- (ii) Civil Action. No more than two appeals of an adverse benefit determination need be filed prior to the claimant bringing a civil action.

## 2.10 CLAIMS REVIEW PROCEDURE

Any Participant, former Participant, or Beneficiary of either, who has been denied a benefit by a decision of the Administrator pursuant to Section 2.9 shall be entitled to request the Administrator to give further consideration to his claim by filing with the Administrator (on a form which may be obtained from the Administrator) a request for a review of the determination. Such request,

together with a written statement of the reasons why the claimant believes his claim should be allowed, shall be filed with the Administrator no later than sixty (60) days after receipt of the written notification provided for in Section 2.9. The Administrator shall make a final decision as to the allowance of the claim within sixty (60) days of receipt of the appeal [unless there has been an extension of sixty (60) days due to special circumstances, provided the delay and the special circumstances occasioning it are communicated to the claimant within the sixty (60) day period]. Such communication shall be written in a manner calculated to be understood by the claimant and shall include specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based.

## **2.11 NAMED FIDUCIARIES AND ALLOCATION OF RESPONSIBILITY**

The “Named Fiduciaries” of this Plan are: (i) the Administrator, (ii) the Trustee, (iii) the Employer/Sponsoring Entity, and (iv) any Investment Manager appointed hereunder. The named Fiduciaries shall have only those specific powers, duties, responsibilities, and obligations as are specifically given them under this Plan and in the Trust.

Each named Fiduciary warrants that any directions given, information furnished, or action taken by it shall be in accordance with the provisions of this Plan, authorizing or providing for such direction, information or action. Furthermore, each named Fiduciary may rely upon any such direction, information or action of another named Fiduciary as being proper under this Plan, and is not required under this Plan to inquire into the propriety of any such direction, information or action. It is intended under this Plan that each named Fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under this Plan. No named Fiduciary guarantees the Trust Fund in any manner against investment loss or depreciation in asset value. Any person or group may serve in more than one Fiduciary capacity.

# **ARTICLE 3**

## **ELIGIBILITY AND PARTICIPATION**

### **3.1 CONDITIONS OF ELIGIBILITY**

An Employee who is a member of the Covered Group and has completed the age and service Eligibility Requirements set forth in the Plan Specifications shall become a Participant in this Plan. The Employer/Sponsoring Entity shall give each Participant written notice of his or her participation in the Plan, which notice may be in the form of a copy of the Summary Plan Description.

### **3.2 PARTICIPATION**

Employees who meet the eligibility requirements in the Plan Specifications on the Effective Date of the Plan shall become Participants as of such date. If so elected in the Plan Specifications, all Employees employed on the Effective Date of the Plan shall participate as of the Effective Date, even if they have not satisfied the Plan’s specified eligibility requirements. Other Employees shall become Participants on the Entry Date coinciding with or immediately following the date on which they meet the eligibility requirements specified in the Plan Specifications provided that they are

still employed on such Entry Date. A former Participant who returns to the employ of the Employer/Sponsoring Entity shall again become a Participant upon as of the next Entry Date.

### 3.3 CHANGE IN CLASSIFICATION OF EMPLOYMENT

In the event an Employee who is not a member of the Covered Group subsequently becomes a member of the Covered Group, such Employee shall participate immediately if he or she has satisfied the minimum age and service requirements and would have previously become a Participant had he or she been a member of the Covered Group. In the event a Participant becomes ineligible to participate because he or she is no longer a member of the Covered Group, such Employee may participate immediately upon his or her return to an eligible class of Employees. Alternatively, at the employers' discretion, the member of a Covered Group that has been promoted out of the Covered Group to a new classification that does not have a plan, that member will continue under the terms and conditions of the prior Covered Group.

### 3.4 LEASED EMPLOYEES

Any Leased Employee shall be treated as an Employee of the recipient Employer/Sponsoring Entity for purposes of discrimination testing to the extent required by law. Leased Employees shall be eligible to participate in the Plan only if so elected in the Plan Specifications. For purposes of testing for discrimination in favor of Highly-Compensated Employees, contributions or benefits provided by the leasing organization which are attributable to services performed for the recipient Employer/Sponsoring Entity shall be treated as provided by the recipient Employer/Sponsoring Entity.

### 3.5 ENROLLMENT FORM

- (a) Each Eligible Employee shall automatically be a Participant in this Plan as of the Participant's entry date; however, in order to receive benefits hereunder, an Eligible Employee shall enroll on a form provided by the Employer/Sponsoring Entity and agree to the terms of this Plan. The enrollment form shall be filed before the Participant's Entry Date, shall be effective upon filing.
- (b) Participant may decline benefits by so indicating on the enrollment form or by failure to return the enrollment form to the Employer/Sponsoring Entity prior to the Entry Date. If the Participant declines benefits, such Participant shall be given the opportunity to elect benefits on the next Entry Date.
- (c) An Eligible Employee whose eligibility to participate hereunder is provided for under a Collective Bargaining Agreement shall participate in the Plan as provided for in the Plan Specifications. Upon ratification by the collective bargaining unit, the adoption of the Plan by the members of such unit shall be presumed to be voluntary with respect to Eligible Employee, and no additional action or application shall be required in order to participate hereunder.
- (d) Upon the acceptance of any benefits under this Plan, a Participant shall automatically be bound by the terms and conditions of this Plan and all amendments hereto.

### 3.6 ENTRY DATE

An Eligible Employee shall become a Participant as of the Entry Date set forth in the Plan Specifications. A Dependent shall participate as of the related Employee's Entry Date.

### 3.7 DETERMINATION OF ELIGIBILITY

The Administrator shall determine the eligibility of each Employee to participate in the Plan based upon information furnished by the Employer/Sponsoring Entity. Such determination shall be conclusive and binding upon all persons, as long as the same is made in accordance with this Plan and the Collective Bargaining Agreement, if applicable.

### 3.8 OMISSION OF A PARTICIPANT

If, in any Plan Year, any person who should be included as a Participant in the Plan is erroneously omitted and discovery of such omission is not made until after a contribution by the Employer/Sponsoring Entity for the year has been made, the Employer/Sponsoring Entity shall make a subsequent contribution with respect to the omitted Participant in the amount which the Employer/Sponsoring Entity would have contributed with respect to him had he not been omitted, plus interest computed at the current rate to the date of such subsequent contribution. Such contribution shall be made regardless of whether it is deductible in whole or in part in any taxable year, under applicable provisions of the Internal Revenue Code by such Employer/Sponsoring Entity.

## ARTICLE 4

### CONTRIBUTIONS

#### 4.1 CONTRIBUTIONS BY EMPLOYER/SPONSORING ENTITY

If so elected in the Plan Specifications, the Employer/Sponsoring Entity shall make periodic contributions to the Trust from time to time in cash or property acceptable to the Trustee in accordance with the formula or formulas selected in the Plan Specifications.

- (a) Discretionary Contributions. As of each Allocation Date, the Employer/Sponsoring Entity shall make a contribution to the Plan equal to the amount elected in the Plan Specifications. If no amount has been elected in the Plan Specifications, the Employer/Sponsoring Entity may make a contribution to the Plan in the amount it determines to be appropriate in its sole discretion.
- (b) Accrued Leave Contributions. If so elected in the Plan Specifications, the Employer/Sponsoring Entity shall contribute as of the date elected in the Plan Specifications an amount calculated pursuant to the formula designated in the Plan Specifications.
- (c) Eligible Participants. Only those Participants who meet the requirements set forth in the Plan Specifications shall receive an allocation of Employer/Sponsoring Entity Contributions as of an Allocation Date.

- (d) Mistake of Fact. In the event a contribution is made due to a mistake of fact, such contribution shall be returned to the Employer/Sponsoring Entity within one year after the payment of the contribution.
- (e) Responsibility for Contributions. The Employer/Sponsoring Entity shall have sole responsibility to determine the amount of Employer/Sponsoring Entity Contributions to the Plan. Neither the Trustee nor the Administrator shall be required to determine if the Employer/Sponsoring Entity has made a contribution or if the amount contributed is in accordance with the Plan Specifications or with any law.

## **ARTICLE 5**

### **PARTICIPANT ACCOUNTS**

#### **5.1 EMPLOYER/SPONSORING ENTITY CONTRIBUTION ACCOUNT**

- (a) If the Employer/Sponsoring Entity has elected Discretionary Contributions or Accrued Leave Contributions in the Plan Specifications, the Administrator shall keep an account known as the “Employer/Sponsoring Entity Contribution Account,” for each Participant for whom the Employer/Sponsoring Entity makes a Discretionary Contribution and a second account known as the “Accrued Leave Contribution Account,” for each Participant for whom the Employer/Sponsoring Entity makes an Accrued Leave Contribution. The Employer/Sponsoring Entity Contribution Account shall consist of all amounts contributed pursuant to Section 4.1 hereof (except for the amount of Accrued Leave Contributions), and any adjustments to such account provided in Section 5.2.
- (b) A Participant will become eligible to receive an allocation of Employer/Sponsoring Entity Discretionary Contributions or Employer/Sponsoring Entity Accrued Leave Contributions for a Plan Year according to the provisions elected by the Employer/Sponsoring Entity in the Plan Specifications.

#### **5.2 ADJUSTMENTS TO EMPLOYER/SPONSORING ENTITY CONTRIBUTION ACCOUNT**

As of each Valuation Date, the Administrator shall make the following adjustments to the Participant’s Employer/Sponsoring Entity Contribution Account:

- (a) Add the Participant’s share of the Discretionary Contributions, Accrued Leave Contributions and forfeitures as determined in the Plan Specifications and pursuant to this Article since the last Valuation Date;
- (b) Add (or subtract) the Participant’s proportionate share of any investment earnings (or losses) and change in the fair market value of the Fund since the last Valuation Date, determined and allocated as provided under paragraph 5.5;
- (c) Add the increase in cash value of any insurance policies held by the Plan with respect to the Participant;

- (d) Deduct premiums paid from the Employer/Sponsoring Entity Contribution Account with respect to any insurance policies held by the Plan with respect to the Participant;
- (e) Deduct any withdrawals or payments made from the Plan on behalf of the Participant, his or her Dependents and Beneficiaries since the last Valuation Date, and
- (f) Deduct the Participant's proportionate share of any expenses of the Plan since the last Valuation Date that are not paid by the Employer/Sponsoring Entity, as determined under paragraph 5.3.

### 5.3 INVESTMENT OF ACCOUNTS

Such investment funds shall be under the full control of the Trustee. A Participant's share of investment earnings and any increase or decrease in the fair market value of the Fund shall be based on the proportionate value of all active accounts (excluding those accounts with segregated investments) as of the last Valuation Date less withdrawals and plus contributions since the last Valuation Date. Contributions to the Plan and withdrawals from the Plan shall be included to the extent that the funds were in the Plan during the Plan Year.

### 5.4 EXPENSES AND FEES

The Employer/Sponsoring Entity shall also be authorized to reimburse the Fund for all expenses and fees incurred in the administration of the Plan or Trust and paid out of the assets of the Fund. Such expenses shall include, but shall not be limited to, fees for professional services, printing and postage. Brokerage commissions may not be reimbursed. Apportionment of administration fees between the Employer/Sponsoring Entity and the Participants shall be determined in accordance with the Employer/Sponsoring Entity's election in the Plan Specifications.

### 5.5 PARTICIPANT STATEMENTS

Upon completing the allocations described above for the Valuation Date coinciding with the end of the Plan Year, the Employer/Sponsoring Entity shall prepare a statement for each Participant showing the additions to and subtractions from his or her account since the last such statement and the fair market value of his or her account as of the Current Valuation Date. Employer/Sponsoring Entities so choosing may prepare Participant statements for each Valuation Date.

## ARTICLE 6

### EARNED BENEFITS

#### 6.1 EMPLOYER/SPONSORING ENTITY CONTRIBUTION ACCOUNT

A Participant shall acquire an Earned interest in his or her Employer/Sponsoring Entity Contribution Account in accordance with the Earned benefit schedule selected by the Employer/Sponsoring Entity in the Plan Specifications. A Participant or Beneficiary shall be

entitled to use the Earned portion of his or her Earned Employer/Sponsoring Entity Contribution Account on the terms and under the conditions described in this Plan and in the Plan Specifications.

## 6.2 COMPUTATION PERIOD

The computation period for determining Years of Service and Breaks in Service in computing the Earned portion of a Participant's Employer/Sponsoring Entity Contribution Account will be the Plan Year. In the event a former Participant with no Earned Employer/Sponsoring Entity Contribution Account requalifies for participation in the Plan after incurring a Break in Service, such Participant shall be credited with all pre-break and post-break Service in computing his or her Earned benefit.

## 6.3 RESUMPTION OF PARTICIPATION

For a Participant who resumes participation in the Plan following a termination of employment and prior to incurring five (5) consecutive Breaks in Service, all Service of the Participant, both prior to and following the termination of employment, shall be counted when computing the Participant's Earned benefit.

## 6.4 CALCULATING EARNED BENEFIT

The Earned portion of a Participant's Employer/Sponsoring Entity Contribution Account shall be calculated by multiplying his or her Employer/Sponsoring Entity Contribution Account on the Valuation Date by the decimal equivalent of the Earned percentage from the Earned benefit schedule set forth in the Plan Specifications as of the Valuation Date. The Employer/Sponsoring Entity Contribution Account for purposes of the calculation includes amounts previously paid as benefits under the Plan, and the Participant's Earned benefits, once calculated above, shall be reduced to reflect those amounts previously paid out to or on behalf of the Participant. In making this adjustment, the Participant's Earned interest so determined shall continue to share in the investment earnings and any increase or decrease in the fair market value of the Fund up to the Valuation Date.

## 6.5 FORFEITURES

Any unearned balance in the Employer/Sponsoring Entity Contribution Account of a Participant who has separated from Service shall be forfeited and applied as provided in the Plan Specifications. If not otherwise specified in the Plan Specifications, such forfeitures will be allocated to Participants in the same manner as the Employer/Sponsoring Entity's contribution. If not otherwise specified in the Plan Specifications, forfeitures shall be applied as of the end of the Plan Year during which the former Participant incurs a Break in Service.

## 6.6 AMENDMENT OF EARNED BENEFIT SCHEDULE

If the Earned benefit schedule of the Plan is amended, or the Plan is amended in any way that directly or indirectly affects the computation of any Participant's Earned benefits, or if the Plan is deemed amended by an automatic change to or from another Earned benefit schedule, each Participant with at least five (5) Years of Service with the Employer/Sponsoring Entity may elect, within a reasonable period after the adoption of the amendment or change, to have his or her Earned

benefits computed under the Plan without regard to such amendment or change. The period during which the election may be made shall commence with the date the amendment is adopted or deemed to be made and shall end on the later of sixty (60) days after:

- (a) The amendment is adopted;
- (b) The Amendment becomes effective; or
- (c) The Participant receives written notice of the amendment from the Employer/Sponsoring Entity or the Trustee.

## **ARTICLE 7**

### **ELECTIONS**

#### **7.1 ELECTION PROCEDURES**

The Plan Administrator shall provide an election form to each Participant prior to the Participant's first Entry Date. Each Participant shall specify on the election form the benefits desired under the Plan.

An election shall be valid for the coverage period for which it is made (as selected in the Plan Specifications) and for each subsequent coverage period unless the Participant files a new election form with the Plan Administrator during a subsequent election period. A completed election form must be returned to the Plan Administrator on or before the first day of the coverage period to which it applies or, in the case of a new Participant, on or before the Participant's Entry Date into the Plan.

#### **7.2 INITIAL ELECTION FOR NEW EMPLOYEES**

A new Employee shall receive an election form when the Employee becomes eligible to participate in this Plan. If the Employee desires to elect benefits, he or she shall so specify on the election form and shall agree to have Compensation adjusted accordingly. The completed election form must be returned to the Plan Administrator on or before the Employee's entry into the Plan. The election shall be effective as soon as administratively feasible.

#### **7.3 FAILURE TO MAKE AN ELECTION**

If a Participant fails to return a completed election form during the initial election period any amount in the Participant's Account will be allocated to medical benefits.

#### **7.4 IRREVOCABILITY OF ELECTION**

A Participant may not revoke or otherwise change an election after the coverage period begins until the next election period.



## **ARTICLE 8**

### **MEDICAL BENEFITS**

#### **8.1 INSURANCE COVERAGES**

- (a) If elected in the Plan Specifications, a Participant may elect coverage under a health plan or health insurance Policy approved by the Administrator. The Administrator may approve from among the various coverages available, including the Employer/Sponsoring Entity's health plan and any of the following types of insurance policies:
  - (i) Basic medical benefits;
  - (ii) Major medical and hospitalization benefits;
  - (iii) Dental benefits;
  - (iv) Vision care benefits;
  - (v) Prescription drug benefits;
  - (vi) Qualified Long-term care insurance;
  - (vii) Medicare Part B;
  - (viii) Medicare supplement insurance; and/or
  - (ix) Other insurance providing medical benefits.
- (b) Premiums to purchase the medical benefits coverage provided for in this Section shall be paid from Earned portion of the Participant's Employer/Sponsoring Entity Contribution Account.

#### **8.2 MEDICAL REIMBURSEMENT BENEFIT**

- (a) If so elected in the Plan Specifications, the Plan will provide a Medical Reimbursement Benefit. Such benefit will pay or reimburse the Participant for Medical Expenses that are not eligible for payment under a health plan of the Employer/Sponsoring Entity, an Employer/Sponsoring Entity-provided health insurance Policy, or other plan or policy providing health coverage, including Medicare.
- (b) Payment of benefits under this Section shall be made from the Earned portion of the Participant's Employer/Sponsoring Entity Contribution Account.

### 8.3 REQUIREMENTS

- (a) In General. The benefits provided under Section 8.2 constitute a self-insured medical reimbursement benefit under Code section 105(h). In accordance with Code section 105(a), amounts received by an Employee pursuant to Section 8.2 hereof that are attributable to Employer/Sponsoring Entity contributions are not included in the Employee's gross income if such amounts are paid directly or indirectly to the Employee to reimburse for expenses incurred by the Employee and his or her Dependents for Medical Expenses so long as the Plan is nondiscriminatory under Code Section 105(h).
- (b) Nondiscrimination Requirements. The Plan may not discriminate in favor of Highly Compensated Individuals as to eligibility to participate nor as to benefits provided under a self-insured medical reimbursement plan. For purposes of this Section, the requirements of Code sections 105(b) and 105(h) and the Regulations thereunder are incorporated by reference.

### 8.4 CLAIMS FOR BENEFITS

- (a) In order to obtain payment of medical benefits claimed in connection with a health plan of the Employer/Sponsoring Entity, a Participant or Dependent shall file a claim for benefits on a form and/or in such manner as provided by the administrator of such health plan or by the insurance company issuing the Policy.
- (b) In order to obtain payment or reimbursement of medical benefits provided under Section 8.2 hereof, a Participant or Dependent shall file a claim for benefits on a form and/or in such manner as provided by the Administrator. The Administrator may require such proper proof of claim and such evidence of the right of any person to receive a medical benefit payable as a result of incurring medical treatment of a Participant or Dependent as the Administrator may deem desirable.
- (c) The Plan Administrator shall direct the Trustee to pay only those medical expenses that are submitted on acceptable claim forms with appropriate evidence of claim.
- (d) The Plan Administrator's determination of Medical Expenses and the right of a person to receive payment shall be conclusive.
- (e) If a participant in the Plan were to die and not have a tax dependent, the Sponsoring Entity will forward the proceeds of the account to a named beneficiary. This will only occur in the event a participant dies without a tax dependent. The recipient of the funds will receive a 1099 for said distribution. The 1099 is the responsibility of the Sponsoring Entity.

### 8.5 PAYMENT OF MEDICAL BENEFITS.

Medical benefits hereunder shall be paid upon the Administrator's receiving claims for medical expenses from the Participant or his or her Dependent. The Administrator shall direct the Trustee to pay claims for Medical Expenses. Participants will be required to adequately substantiate claims

**Voluntary Employee Benefit Association Plans**

**Transamerica Retirement Solutions, LLC**

**Services Agreement**

**For: Illinois Public Pension Fund Association**

**Transamerica Retirement Solutions, LLC**  
**Services Agreement**  
**Voluntary Employee Benefit Association Plans**

This Agreement is made among Transamerica Retirement Solutions, LLC (“Transamerica”), Babbitt Municipalities, Inc. (“BMI”) and Illinois Public Pension Fund Association (the “Plan Sponsor”). Under this Agreement Transamerica will provide administrative services for the entities who adopt the Retiree Healthcare Funding Plan (the “Plan”) sponsored by the Plan Sponsor. This Agreement is effective March 1, 2017.

All services listed in Section I are standard features for which there are no separate additional charges (see attached Fee Schedule). For all services listed in Section II see the attached Fee Schedule.

**I. Basic Recordkeeping and General Administrative Services**

- Transition from Prior Recordkeeper (*including Implementation Schedule*)
- Installation and Maintenance of Participant and Plan Level Records
- Assistance in preparation of contributions via electronic file
- Daily Transaction Processing
  - Remittances
  - Telephone/Internet Transfers\*
  - Withdrawals
  - Telephone/Internet Investment Allocation
  - Changes
- Language Line (*140+ languages*)
- Payments (to BMI)
- Transaction Confirmations
- Quarterly Statements
  - Mailed to Participant homes
  - Plan level
- Wide variety of Transamerica’s investment options
- Communications
  - Plan Sponsor:
  - Investment performance updates
  - Toll-free telephone/Internet access
  - Participant:
  - Toll-free line/Internet access
  - Account information
  - Investment share/unit values
  - Investment fund information

## **II Additional Recordkeeping and General Administrative Services**

- Recordkeeping and general administrative services as elected in writing by the Plan Sponsor, and agreed to by Transamerica. (Please see Fee Schedule attached.)

## **III. GENERAL PROVISIONS**

**1. Transamerica's Responsibilities.** Transamerica will provide such documents, reports and other materials, as elected by the Plan Sponsor, on a timely and accurate basis. Transamerica will provide to the Plan Sponsor all forms and procedures that may be necessary for the Plan Sponsor to provide data and other information to Transamerica in accordance with the services specified herein. Transamerica is not responsible for the services provided by BMI, including those provided in item 3 below, and for the performance of such services Transamerica is providing until and unless such information as requested is provided in good order. The Plan Sponsor agrees that Transamerica may identify the Plan Sponsor's name and logo in Transamerica's current client list and that such list may be circulated in marketing materials used with third parties. Nothing in this Agreement shall intend that Transamerica shall be or become the Plan Administrator or other fiduciary to the Plan or a party to the Plan or trust by virtue of this Agreement. Transamerica reserves the right to enter into sub-contracts or other agreements for the Services to be performed hereunder. Services provided are for clients of BMI and BMI has disclosed to those entities any applicable fees for services provided by BMI, and has disclosed that Transamerica is providing certain services under this Agreement.

**2. Plan Sponsor's Authority and Responsibilities.** The Plan Sponsor represents that it is authorized to act for the Plan and to engage agents in this capacity to assist in the performance of administrative duties. All work performed by Transamerica pursuant to this Agreement is for review and execution by the Plan Sponsor or, where appropriate, the, Plan Trustee ,BMI or legal counsel for such persons. The Plan Sponsor understands that under this Agreement Transamerica does not provide tax, investment or legal advice and does not exercise any discretionary authority or control with respect to the management of the Plan or its assets. The Plan Sponsor or BMI will provide to Transamerica, in writing, such information as Transamerica may require to provide the services elected herein on an accurate and timely basis. The Plan Sponsor shall retain administrative and fiduciary responsibility for the Plan Sponsor

**3. BMI's responsibilities.** BMI will be responsible for receiving all benefit withdrawal requests from the Plan participants. BMI will review all such requests and approve or deny them. BMI will be responsible for providing Transamerica with specific directions for each approved withdrawal request, and will provide such directions to Transamerica via an approved form on a weekly basis. Such form will include all the information Transamerica requires to process the withdrawals. In addition, on a quarterly basis, BMI will provide to Transamerica a listing of participants who terminated during the prior quarter. As soon as administratively feasible following receipt of the listing, Transamerica will perform the necessary functions to separate such terminated participants from active participants, for billing purposes only.

**4. Transamerica's Right to Rely Upon Data Submitted.** Transamerica shall rely conclusively upon the accuracy and completeness of all data and other information supplied by the Plan Sponsor or on behalf of the Plan Sponsor by BMI or other designated Party, the Plan Trustee or the Plan Administrator. Transamerica shall have no duty to verify such information. Should such data or other information prove to be inaccurate resulting in Transamerica's devoting additional time to provide the services elected, Transamerica reserves the right to adjust the fee for such service accordingly.

**5. Transamerica's Right to Decline to Provide Certain Services.** Transamerica reserves the right, for any reason, to decline to provide services elected by the Plan Sponsor if a provision in the Plan documents or if other circumstances renders providing of such a service by Transamerica not feasible in the sole opinion of Transamerica. Transamerica will advise the Plan Sponsor in writing of any such declination.

**6. Fee Schedule.** The Fee Schedule is attached to and hereby is made a part of this Agreement. Notwithstanding any other provision in this Agreement, Transamerica reserves the right to change the Fee Schedule from time to time after the first three Years. Such a change shall occur only upon at least 90 days advance written notice to the Plan Sponsor.

The Plan Sponsor hereby elects and authorizes Transamerica to perform the Basic Services (Section I) and the additional services (Section II) elected above and if applicable, agrees to pay the corresponding fees in accordance with the Fee Schedule in effect at the time the service is rendered.

**7. Billing Period.** After the end of each Year, Transamerica will provide the Plan Sponsor with a written notice of the charges under the Fee Schedule applicable for that period, if applicable. All charges are due and payable to Transamerica 30 days after the receipt of such notice by the Plan Sponsor. Such charges are payable in addition to Plan contributions. To the extent that charges under the Fee Schedule are due and unpaid, the Plan Sponsor hereby authorizes Transamerica to withdraw the amount of such charges from the Plan participants' accounts and to retain such withdrawals as payment under this Agreement. Notwithstanding anything in this agreement to the contrary, the Plan Sponsor hereby authorizes Transamerica to withdraw any unpaid charges from Plan participants' accounts, without any waiting period being required, if the Plan Sponsor files for bankruptcy, Transamerica may change the duration of the Billing Period at any time by giving the Plan Sponsor at least 90 days advance written notice before such change is to become effective.

#### **8. Investment Options**

(a) The Investment Options Schedule is attached to and hereby is made a part of this Agreement. New contributions that cannot be allocated will be held in an account with State Street Bank and Trust Company. Other unallocated Plan assets (e.g., forfeiture credits) will be transferred from the Investment Options and held in the Suspense Account in the TFLIC Group Annuity Contract. When a TFLIC Group Annuity Contract is not selected as an Investment Option, the unallocated Plan assets will be transferred from the Investment Options and held in a State Street Bank and Trust Cash Reserve Fund. Transamerica reserves the right to change from time to time the Investment Options Schedule and the accounts holding unallocated plan assets. Such a change to the Investment Options Schedule shall occur only upon at least 90 days advance written notice and such change to the accounts holding unallocated Plan assets shall occur only upon at least 30 days advance written notice to the Plan Sponsor.

Please be aware that Transamerica will make reasonable efforts to place orders for the purchase and sale of fund units/shares as soon as practicable after such order is received. However, a fund/investment company (or its broker/dealer, transfer agent or other authorized representative) may accept or reject any purchase order in its discretion and Transamerica cannot be held accountable for any decision by a fund company to reject an order for any reason unrelated to actions or inactions by Transamerica.

(b) Transamerica and the Plan Sponsor have discussed and negotiated the handling of float income, and the Plan Sponsor, a signatory to this Agreement, has agreed that any such income will be retained by Transamerica or its affiliates as compensation for services in accordance with guidelines established by the Department of Labor. To minimize float income, Transamerica encourages the Plan Sponsor to use good order processing for incoming funds. Under good order processing, the Plan Sponsor sends a contribution file to Transamerica for processing prior to remitting contributions. Within 24 hours of receipt of the contribution file, Transamerica reviews the contribution file and reconciles any differences between the participant records on its recordkeeping system and the Plan Sponsor's contribution file and notifies the Plan Sponsor of the amount to remit to Transamerica. Upon receipt of the funds, Transamerica processes the contribution file and invests the funds. Money received by Transamerica for investment will be processed on the day of receipt assuming that such day is a business day, i.e., the New York Stock Exchange is open for trading, and that the funds are received in good order and before the closing of the New York Stock Exchange. Incoming funds which do not meet all of these criteria will be held in an overnight investment rate account and invested on the next following business day assuming that all good order deficiencies, if any, have been remedied by that time.

Transamerica will benefit from any float income generated by the incoming funds until they are determined to be in good order and fully invested. Funds disbursed by Transamerica will generate float income for Transamerica's benefit at the prevailing overnight investment rate from the date the disbursement check is cut until it is presented for payment, the timing of which is beyond Transamerica's control. Ten business days is the usual time frame between check disbursement and presentment. Upon written request, Transamerica will provide an annual report indicating the status of checks issued during the year.

In either case of float income referenced above, note that Transamerica invests in a variety of overnight instruments from time to time, and rate differences among them are de minimis.

**9. Hold Harmless and Indemnification.** The Plan Sponsor and BMI and any entity or person controlling, controlled by or under common control with the Plan Sponsor ("Plan Sponsor's Affiliate") hereby agree to hold Transamerica and any entity or person controlling, controlled by or under common control with Transamerica ("Affiliate") harmless from and indemnify Transamerica and its Affiliates against any and all claims, expenses, liabilities, damages and losses resulting from any action taken by Transamerica in accordance with directions from the Plan Sponsor and/or BMI or any of their agents and any failure by Transamerica in the absence of such direction or from the actions or omissions of the Plan Sponsor and/or BMI or any of their agents or inaccurate or insufficient data provided to Transamerica by the Plan Sponsor and/or BMI or their agents or from the failure of the Plan Sponsor and/or BMI or their agents to submit requested information to Transamerica on a timely basis or from Transamerica processing any transaction after, or 90 days before, the Plan Sponsor files for bankruptcy or operational defects or plan document deficiencies or any existing or future litigation or other claims that are related to actions or inaction by the Plan Sponsor or any other party that occurred prior to the effective date of this Agreement. Transamerica must notify the Plan Sponsor and BMI of any litigation or other legal proceeding that may give rise to an indemnification obligation hereunder ("legal action") brought against Transamerica no later than 10 business days after receiving notice of the commencement of such legal action and Transamerica must notify the Plan Sponsor and BMI of any other claim no later than 15 business days after receiving notice of such claim. If the applicable condition in the immediately preceding sentence is not met, the Plan Sponsor's and BMI's hold harmless obligations will be null and void with respect to such legal action or other claim if the failure to provide timely notice of the legal action or other claim materially prejudices the interest of the indemnifying party.

The Plan Sponsor and BMI may elect to compromise or defend at their own expense and by their own counsel any legal action or other claim that may be brought against Transamerica with respect to those matters from which the Plan Sponsor and BMI have agreed to hold Transamerica harmless hereunder, and shall satisfy any judgment that may be rendered against Transamerica pursuant and subject to Transamerica's Hold Harmless Agreement with the Plan Sponsor and BMI.

Transamerica hereby agrees to hold Plan Sponsor and BMI and any entity or person controlling, controlled by, or under common control with the Plan Sponsor ("Plan Sponsor's Affiliate") and BMI harmless from and indemnify the Plan Sponsor and BMI against any and all claims, expenses, liabilities, damages and losses which directly result from Transamerica's negligence or intentional misconduct in providing any service which it is obligated to perform under the provisions of this Agreement. Plan Sponsor and BMI must notify Transamerica of any litigation or other legal proceeding that may give rise to an indemnification obligation hereunder ("legal action") brought against Plan Sponsor and/or BMI no later than 10 business days after receiving notice of the commencement of such legal action and Plan Sponsor and/or BMI must notify Transamerica of any other claim no later than 15 business days after receiving notice of such claim. If the applicable condition in the immediately preceding sentence is not met, Transamerica's hold harmless obligation will be null and void with respect to such legal action or other claim if the failure to provide timely notice of the legal action or other claim materially prejudices the interest of the indemnifying party.

Transamerica may elect to compromise or defend at its own expense and by its own counsel any legal action or other claim that may be brought against the Plan Sponsor and/or BMI with respect to those matters from which Transamerica has agreed to hold the Plan Sponsor harmless hereunder, and shall satisfy any judgment that may be rendered against the Plan Sponsor pursuant and subject to the Plan Sponsor's and BMI's Hold Harmless Agreement with Transamerica.

**10. Modification.** Unless otherwise provided for under this Agreement, this Agreement may only be modified in writing signed by the Plan Sponsor, BMI and a duly authorized Vice President in the Corporate Plans Group of Transamerica. The Plan Sponsor may unilaterally change its Plan Sponsor Elections for Services under this Agreement by giving at least 30 days advance written notice to Transamerica. Notwithstanding anything in this Agreement to the contrary, Investment Options may be added or deleted from the Investment Options Schedule in accordance with the Plan Sponsor's written or electronic directions, subject to Transamerica's consent.







## Fee Schedule

This Fee Schedule, effective March 1, 2017, is attached to and a part of the Services Agreement between Transamerica Retirement Solutions, LLC, BMI and the Plan Sponsor. The fees below are assessed each Year, or portion thereof, in which this Agreement is in effect. This Fee Schedule is guaranteed during the first three Years.

### SERVICE

#### Basic Services (Section I)

##### **A. Required Revenue**

The Required Revenue is the amount of compensation to be paid each Year to TRS that is composed of: (1) compensation to TRS for providing the Basic Recordkeeping and General Administrative Services and Additional Recordkeeping and General Administrative Services (Sections I and II, in addition to any explicit Fee associated with specific services noted below), (2) compensation to intermediaries/advisors as independent covered service providers for their services ("Third Party Compensation"), if any, and/or (3) funding for an Expense Budget Account if requested by the Employer. The Required Revenue is based on the Plan's financial factors including, but not limited to, the number of Participant accounts, the anticipated annual contributions and Plan assets. Based on these factors and negotiations between the Employer and TRS, the parties have agreed that the Total Required Revenue to administer the Plan(s) (4), expressed as a percentage of the Plan's invested assets, is as follows:

(1)	Required Revenue by TRS to administer the Plan -	.225%
(2)	Third Party Compensation -	.00%
(3)	Expense Budget Account Funding -	.00%
(4)	<b>Total Required Revenue to administer the Plan -</b>	<b>.225% ("Required Revenue")</b>

The Required Revenue number is based on the combined financial characteristics and administrative requirements of the Plan(s).

If the Required Revenue is revised, the new Required Revenue will be guaranteed for the same Fee Guarantee Period, which shall not be extended upon such revision.

##### **B. Expected Fund Revenue from Investment Options – Fund Revenue Credited to Expense Budget Account**

TRS and/or its affiliates expect to receive certain indirect compensation from the Investment Options available within the Plan(s) or their respective affiliates ("Expected Fund Revenue"). The Expected Fund Revenue TRS or its affiliated broker-dealer, Transamerica Investors Securities Corporation ("TISC"), receives may include distribution (12b-1) fees, shareholder servicing fees, and/or sub-transfer agency fees. Expected Fund Revenue received by TRS or TISC from the proprietary Diversified Investment Advisors Collective Trust, Transamerica Financial Life Insurance Company ("TFLIC") and Transamerica Partners investment funds (collectively, "Proprietary Funds") is defined as the expense ratio applied to fund assets less all investment expenses, such as sub-advisor, custody, legal, printing and trading costs. The Investment Options Schedule illustrates the Investment Options to be included in the Plan(s) and the Expected Fund Revenue from each Investment Option. The Expected Fund Revenue is based on currently available information and may be changed at any time. All Expected Fund Revenue will be deposited into an Expense Budget Account.

For most Investment Options, payment is made to TRS through National Financial Services, LLC, or Mid-Atlantic Capital Corporation who are subcontractors through which TRS's investment platform is maintained. As of the date of this Agreement, each of these firms receives the following percentage of the gross Expected Fund Revenue for their services: National Financial Services, LLC (see table below\*); Mid-Atlantic Capital Corporation 4%. National Financial Services, LLC and Mid-Atlantic Capital Corporation are paid directly by

TRS. The amounts paid are included in the Required Revenue (not in addition to the Required Revenue) and are not subtracted from the Expected Fund Revenue received by TRS or its affiliates, if any, listed in the Investment Options Scheduled.

\*National Financial Services Fund Revenue (\$) Table:

Low	High	(%)
\$0	\$50,000,000	3.35
\$50,000,001	\$100,000,000	2.75
\$100,000,001	\$150,000,000	2.00
\$150,000,001	\$200,000,000	1.50
\$200,000,000 and over		1.00

- In addition to the compensation above there is a trading fee of \$1 per day.
- With respect to the Blackrock Lifepath funds and Transamerica Partners Funds, if any, 100% of the fund revenue is passed through to TRS and as such, revenues from these funds are NOT included in the above.

#### **C. Assessment of Required Revenue – Fund Revenue Credited to Expense Budget Account**

As described above, TRS expects to receive certain revenue from the Investment Options available within the Plan. The Expected Fund Revenue from Investment Options B. will be deposited into an Expense Budget Account (“EBA”). As soon as administratively feasible following the end of each plan Year quarter, the Employer authorizes TRS to deduct from the EBA an amount equal to one quarter of the Required Revenue amount as payment due to TRS. If the amount in the EBA is insufficient to cover the payment due to TRS, TRS shall bill the Employer any shortfall. The Employer may then authorize TRS to apply the shortfall to Participant accounts, pay the shortfall from the Plan(s)’s forfeiture account (if allowable according to the provisions of the Plan(s)) or pay TRS directly for the shortfall.

#### **D. Review of Expected Fund Revenue**

The Expected Fund Revenue for each of the Investment Options will be reviewed no less frequently than quarterly. The frequency of such review will be determined by TRS. Any adjustments necessary to the amounts being credited to the EBA will be made as soon as administratively feasible following the review of the Expected Fund Revenue. TRS shall notify the Employer of any changes in the revenue generated from the Investment Options. Any adjustments made to amounts being credited to the EBA will not necessitate an amendment to this Agreement. The Employer hereby acknowledges that all adjustments to amounts being credited to the EBA will be prospective only. Nothing in this Agreement shall be construed as intending or rendering TRS to be “revenue neutral” or “fee neutral” as such terms may be defined under any DOL regulatory guidance.

#### **Expense Budget Account (“EBA”)**

The EBA is a plan level unallocated account that is credited with Expected Fund Revenue, if any, and/or amounts withdrawn from Participant accounts. The amount credited to the EBA will be accrued daily based on Participants’ account balances in each of the Investment Options (excluding PCRA and employer stock funds, if applicable) and will be credited with such amount as of the last business day of each month. The daily accrual on non-business days at the end of a month will roll into the following month and be credited on the last business day of such month. These amounts can be used to pay Plan-related expenses approved by the Employer or can be allocated to Plan Participants at the end of the Year (or as soon as administratively feasible following the end of the Year), at the direction of the Employer.

- Once each Plan Year quarter, the Employer may direct TRS in writing to reimburse the Employer from the EBA, or at the Employer’s direction remit payment to a third party, for necessary and reasonable Plan-related expenses. Once per Plan Year quarter, TRS will pay the authorized amounts directly to the Employer, or at the Employer’s direction, a third party, provided there are sufficient funds in the EBA, following receipt of the Employer’s authorization.

- It is the Employer's sole responsibility to determine if the expenses that are being reimbursed qualify as necessary and reasonable Plan-related expenses in accordance with the Plan's governing documents and the DOL's guidance provided in Field Assistance Bulletin 2003-3 and Advisory Opinion No. 2001-01A and in Internal Revenue Service Revenue Ruling 2004-10 and other guidance that may subsequently be issued. TRS is not responsible for any determination regarding the appropriateness of such expenses for reimbursement.
- At the end of the Year, the Employer may direct TRS to allocate the balance in the EBA to Participant accounts on a pro-rata basis based on Participant account balances.

**Plan Service Credit ("PSC")/Plan Service Fee ("PSF")**

Any PSCs or PSFs will be accrued daily based on Participants' account balances in each of the Investment Options (excluding PCRA and employer stock funds, if applicable). The PSF/PSC will be credited to or deducted from each of the Investment Options in which the Participants' accounts are invested upon the earlier of: (i) the last business day of each month or (ii) the complete liquidation of a contribution type invested in an Investment Option. The daily accrual on non-business days at the end of a month will roll into the following month and be credited or deducted on the last business day of such month.

**Basic Services Guarantee: \$2,500 (See General Provisions Item 13)**

Additional Recordkeeping and General Administrative Services	\$200 per hour
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**Investment Options Schedule**

This Investment Options Schedule, effective March 1, 2017, is attached to and part of the Services Agreement between Transamerica Retirement Solutions, LLC and the Plan Sponsor. Transamerica reserves the right to change the names of the Investment Options at any time and such change will not necessitate an amendment to this Investment Schedule.

The fees and expenses for the funds below are in the TFLIC Group Annuity Contract and in Transamerica's mutual fund prospectus, respectively. Withdrawals for Payments will be processed from the Investment Options on a pro-rata basis.

Withdrawals for Payments will be processed from the Investment Options on a prorata basis.

TFLIC Guaranteed Pooled Fund (TFLIC)  
 Transamerica Partners Large Core (TMF)  
 Transamerica Partners Small Core (TMF)  
 Transamerica Partners Inflation-Protected Securities (TMF)  
 Transamerica Partners Stock Index (TMF)  
 Transamerica Partners International Equity (TMF)  
 Transamerica Partners High Quality Bond (TMF)  
 Transamerica Asset Allocation - Short Horizon (TMF)  
 Transamerica Asset Allocation - Intermediate Horizon (TMF)  
 Transamerica Asset Allocation - Intermediate/Long Horizon (TMF)  
 Transamerica Partners High Yield Bond (TMF)  
 Transamerica Asset Allocation - Short/Intermediate Horizon (TMF)  
 Transamerica Asset Allocation - Long Horizon (TMF)  
 Transamerica Partners Mid Growth (TMF)  
 Transamerica Partners Mid Value (TMF)  
 Transamerica Partners Small Value (TMF)  
 Transamerica Partners Small Growth (TMF)  
 Transamerica Partners Large Growth (TMF)  
 Transamerica Partners Government Money Market (TMF)  
 Transamerica Partners Core Bond (TMF)  
 Transamerica Partners Large Value (TMF)

Until a Participant makes an investment election, Transamerica is instructed to invest all contributions made on his/her behalf in the Guaranteed Pooled Fund.

Plan Sponsor acknowledges that Transamerica has made no representation regarding whether any fund or service to be used as a default fund hereunder is a qualified default investment alternative under the Pension Protection Act of 2006 or any regulation thereunder.

**Explanation of Abbreviations**

TFLIC = Fund available under a TFLIC Group Annuity Contract

TMF = Transamerica's mutual funds -- Investors Class

MF = Other Mutual Funds. The fees and expenses for such Investment Options should be in their corresponding investment documents (e.g., prospectus). Transamerica receives revenue for services from such Investment Options as indicated above.

Any deposit, allocation instructions, withdrawal or transfer request, or other communication received by Transamerica at its Harrison headquarters or Cedar Rapids office after the close of regular trading on the New York Stock Exchange, normally 4:00 pm Eastern Time, will be considered received as of the beginning of the next business day Transamerica is open. Transamerica reserves the right to change the time stated above by providing written notice to the Plan Sponsor.

Account No. VB98198

Amendment No. 1 attached to and forming a part of the Transamerica Retirement Solutions, LLC Pension Services

Agreement (“Agreement”) between Transamerica Retirement Solutions, LLC (“TRS”) and Babbitt Municipalities,

Inc. (“BMI”) and Illinois Public Pension Fund Association (the “Plan Sponsor”). Such Agreement outlines the administrative services TRS provides for the entities who adopt the Retiree Healthcare Funding Plan (“Plan”)

sponsored by the Plan Sponsor.

Unless otherwise defined in this Amendment, capitalized terms have the same meaning as in the Agreement.

This Agreement is hereby amended as follows:

1. By the substitution of the following for the default fund provision currently appearing in the Investment Options

Schedule:

Until a Participant makes an investment election, TRS is instructed to invest all contributions made on his/her

behalf in the Transamerica Asset Allocation – Long Horizon Fund.

This Amendment is effective August 16, 2017.

Employer

By: \_\_\_\_\_

Signature of Authorized Officer Title Date

Transamerica Retirement Solutions, LLC

By:

(Authorized Senior Vice President)

VB98198sa1/AS

Administrator 8/16/2017

Account No. VB98198

Amendment No. 2 attached to and forming a part of the Transamerica Retirement Solutions, LLC Pension Services Agreement (“Agreement”) between Transamerica Retirement Solutions, LLC (“TRS”) and Babbitt Municipalities, Inc. (“BMI”) and Illinois Public Fund Association (the “Plan Sponsor”). Such Agreement outlines the administrative services TRS provides for the entities who adopt the Retiree Healthcare Funding Plan (“Plan”) sponsored by the Plan Sponsor. Unless otherwise defined in this Amendment, capitalized terms have the same meaning as in the Agreement.

This Agreement is hereby amended as follows:

1. By the deletion of the following Investment Option(s) from the Investment Options Schedule:

TFLIC Guaranteed Pooled Fund (G34B)

Transamerica Partners Government Money Market

Transamerica High Quality Bond R

Transamerica Intermediate Bond R

Transamerica Inflation-Protected Securities R

Transamerica High Yield Bond R

Transamerica Large Value Opportunities R

Transamerica Large Core R

Transamerica Stock Index R

Transamerica Large Growth R

Transamerica Mid Cap Value Opportunities R

Transamerica Mid Cap Growth R

Transamerica Small Cap Value R

Transamerica Small Cap Core R

Transamerica Small Cap Growth R

Transamerica International Equity R

Transamerica Asset Allocation Short Horizon R

Transamerica Asset Allocation Intermed Horizon R

Transamerica Asset Allocation Long Horizon R

2. By the addition of the following Investment Option(s) to the Investment Options Schedule -- such Investment Option(s) will be offered to the Participants under the Plan:

Vanguard Federal Money Market Investor (MF) (0bps)

Standard Stable Asset Fund III (OSVF)(50bps)

Vanguard Short Term Investment-Grade (MF) (0bps)

Vanguard Total Bond Market Index Inst (MF) (0bps)

Vanguard Inflation-Protected Secs Instl (MF) (0bps)

Vanguard High-Yield Corporate Adm (MF) (0bps)

Vanguard Value Index Adm (MF) (0bps)

Vanguard Institutional Index (MF) (0bps)

Vanguard Large Cap Index Instl (MF) (0bps)

Vanguard Growth Index Adm (MF) (0bps)

Vanguard Mid Cap Value Index Adm (MF) (0bps)

Vanguard Mid Cap Growth Index Adm (MF) (0bps)

Vanguard Small Cap Value Index I (MF) (0bps)

Vanguard Small Cap Index Instl (MF) (0bps)

Vanguard Small Cap Growth Index Instl (MF) (0bps)  
Vanguard Total International Stock Index Ins (MF) (0bps)  
Vanguard Target Retirement 2060 Inv (MF) (0bps)  
Vanguard LifeStrategy Income (MF) (0bps)  
Vanguard LifeStrategy Moderate Growth (MF) (0bps)

3. By the substitution of the following for the default fund provision currently appearing in the Investment Options Schedule:

Until a Participant makes an investment election, TRS is instructed to invest all contributions made on his/her behalf in the Vanguard LifeStrategy Moderate Growth Fund.

4. By the addition of the following definitions to the Explanation of Abbreviations which appears in the Investment Options Schedule:

Explanation of Abbreviations

OSVF = Outside Stable Value Fund. Stable Value Fund is a general account, guaranteed separate account or other product made available by TRS and offered by an insurance company unaffiliated with TRS. TRS may receive revenue from the insurance company which, if applicable, will be fully disclosed in this Pension Services Agreement and elsewhere as required by law.

5. By the substitution of the following for BASIC SERVICES in the **FEE SCHEDULE**, which is attached to and part of the Agreement:

#### **A. Required Revenue**

The Required Revenue is the amount of compensation to be paid each Year to TRS that is composed of: (1) compensation to TRS for providing the Basic Recordkeeping and/or General Administrative Services, Basic Plan Compliance Testing, if applicable, and any Employer Elected Services under this Agreement (Sections I and II, in addition to any explicit Fee associated with specific services noted below Sections I and II), (2) compensation to intermediaries/advisors as independent covered service providers for their services (“Third Party Compensation”), if any, and/or (3) funding for an Expense Budget Account if requested by the Employer. The Required Revenue is based on the Plan’s financial factors including, but not limited to, the number of Participant accounts, the anticipated annual contributions and Plan assets. Based on these factors and negotiations between the Employer and TRS, the parties have agreed that the annual Total Required Revenue to administer the Plan(s) (4), is as follows:

(1) Required Revenue by TRS to administer the Plan - .225%

(2) Third Party Compensation - .000%

(3) Expense Budget Account Funding - .000%

#### **(4) Total Required Revenue to administer the Plan - .225% (“Required Revenue”)**

NOTE: In addition a Plan Service Fee (“PSF”) will be deducted from participant accounts and credited to the Expense Budget Account (“EBA”) as per chart below. Fund

Plan Service Fee (“PSF”)	
Vanguard Federal Money Market Investor	0.67%
Vanguard Short Term Investment-Grade	0.88%
Vanguard Total Bond Market Index Inst	0.94%
Vanguard Inflation-Protected Secs Instl	0.91%
Vanguard High-Yield Corporate Adm	0.95%
Vanguard Value Index Adm	0.92%
Vanguard Institutional Index	0.59%
Vanguard Large Cap Index Instl	1.08%
Vanguard Growth Index Adm	1.17%
Vanguard Mid Cap Value Index Adm	1.16%
Vanguard Mid Cap Growth Index Adm	1.26%



Vanguard Small Cap Value Index I	1.42%
Vanguard Small Cap Index Instl	1.43%
Vanguard Small Cap Growth Index Instl	1.47%
Vanguard Total International Stock Index Ins	1.29%
Vanguard Target Retirement 2060 Inv	1.28%
Vanguard LifeStrategy Income	1.11%
Vanguard LifeStrategy Moderate Growth	1.17%

Account No. VB98198

Amendment No. 3 attached to and forming a part of the Transamerica Retirement Solutions, LLC Pension Services Agreement (“Agreement”) between Transamerica Retirement Solutions, LLC (“TRS”) and Babbitt Municipalities, Inc. (“BMI”) and Illinois Public Fund Association (the “Plan Sponsor”). Such Agreement outlines the administrative services TRS provides for the entities who adopt the Retiree Healthcare Funding Plan (“Plan”) sponsored by the Plan Sponsor. Unless otherwise defined in this Amendment, capitalized terms have the same meaning as in the Agreement.

This Agreement is hereby amended as follows:

1. By the substitution of the following for BASIC SERVICES in the **FEE SCHEDULE**, which is attached to and part of the Agreement:

#### **A. Required Revenue**

The Required Revenue is the amount of compensation to be paid each Year to TRS that is composed of: (1) compensation to TRS for providing the Basic Recordkeeping and/or General Administrative Services, Basic Plan Compliance Testing, if applicable, and any Employer Elected Services under this Agreement (Sections I and II, in addition to any explicit Fee associated with specific services noted below Sections I and II), (2) compensation to intermediaries/advisors as independent covered service providers for their services (“Third Party Compensation”), if any, and/or (3) funding for an Expense Budget Account if requested by the Employer. The Required Revenue is based on the Plan’s financial factors including, but not limited to, the number of Participant accounts, the anticipated annual contributions and Plan assets. Based on these factors and negotiations between the Employer and TRS, the parties have agreed that the annual Total Required Revenue to administer the Plan(s) (4), is as follows:

(1) Required Revenue by TRS to administer the Plan - \$60 per participant account

(2) Third Party Compensation - \$0.00

(3) Expense Budget Account Funding - \$0.00

**(4) Total Required Revenue to administer the Plan - \$60 per participant account (“Required Revenue”)**

#### **PLAN SERVICE FEE**

NOTE: In addition a Plan Service Fee      Plan Service Fee (“PSF”) (“PSF”) will be deducted from

participant accounts and credited to the Expense Budget Account (“EBA”) as per chart below for **The Wise Choice**

**for Public Employees Plan: Fund**

Vanguard Federal Money Market Investor	0.67%
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Vanguard Short Term Investment-Grade	0.88%
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in accordance with procedures established by the Plan Administrator. The Administrator shall not be required to verify Medical Expenses submitted by the Participant but may rely upon an explanation of benefits from the administrator of the Employer/Sponsoring Entity's health plan or from the insurance company issuing a health insurance Policy.

#### 8.6 LIMITATION OF BENEFITS

Medical Benefits payable under this Article are subject to the following limitations:

- (a) No benefit payable to any Participant or Beneficiary shall exceed the Participant's Account Balance. In no event shall the Administrator direct the Trustee to pay amounts in excess of the Participant's Account Balance. In the event there are insufficient Trust assets to pay in full any benefit for which the Participant is otherwise eligible, neither the Administrator nor the Employer/Sponsoring Entity shall bear any liability to any Participant or Beneficiary on account of such insufficiency.
- (b) The benefits provided under this Article are for the purpose of paying or reimbursing Medical Expenses not covered under Medicare, an Employer/Sponsoring Entity-provided health insurance Policy, or under any other plan of health insurance. No benefit shall be payable in connection with this Plan for which payment has been received or which may be eligible for payment or reimbursement from any other public or private welfare benefit plan. Medical benefits payable hereunder are secondary to all medical and health coverages under which the Participant is covered.
- (c) Except as required to avoid duplicate payments under this Section, the Administrator shall not be required to coordinate benefits paid with any other medical benefit program.

#### 8.7 TERMINATION OF COVERAGE

- (a) Subject to any continuation coverage requirements imposed under applicable federal or state laws, the right of a Participant to receive a Medical Benefit shall terminate upon the earliest of:
  - (i) The depletion of the Participant's Account Balance;
  - (ii) The death of the Participant;
  - (iii) The Participant's termination of employment unless the Participant elects to continue to maintain the Participant's Account Balance in the Plan at his or her own expense.
  - (iv) The termination of the plan.
- (b) Subject to the terms of the Plan Specifications, in the event that amounts remain in the Participant's Employer/Sponsoring Entity Contribution Accounts after the

death of the Participant, the said amount shall be available to provide the Participant's Dependents with payment or reimbursement of Medical Expenses. In the event that no Dependent survives a Participant (or after the demise of all surviving Dependents prior to exhaustion of the Participant's Account Balance), the Employer/Sponsoring Entity will forward the proceeds of the account to a named beneficiary. The beneficiary recipient of the funds will receive a 1099 for the said distribution.

## **ARTICLE 9**

### **PAYMENT OF BENEFITS**

#### **9.1 TIME OF SEGREGATION OR PAYMENT**

Whenever the Administrator is to direct the Trustee to make a payment before, on or as of an Anniversary Date, the payment may be made or begun on such date or as soon thereafter as is practicable. Except, however, payments for which an insurance Policy has been purchased shall not be made before the Trustee receives payment from the Insurer on any Policy or Policies issued with respect to such Participant.

#### **9.2 RECEIPT AND RELEASE FOR PAYMENTS**

Any payment to any Participant, his legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Plan, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Administrator and the Employer/Sponsoring Entity, either of whom may require such Participant, legal representative, Beneficiary, Guardian or committee, as a condition precedent to such payment, to execute a receipt and release thereof in such form as shall be determined by the Administrator.

#### **9.3 PAYMENT FOR MINOR BENEFICIARY**

In the event a payment is to be made to a minor, then the Administrator may, in the Administrator's sole discretion, direct that such payment be paid to the legal guardian, or, if none, to a parent of such Beneficiary or a responsible adult with whom the Beneficiary maintains his or her residence, or to a custodian for such Beneficiary under the Uniform Gift to Minors Act or Gift to Minors Act, if such is permitted by the laws of the state in which said Beneficiary resides. Any such a payment Beneficiary shall fully discharge the Trustee, the Employer/Sponsoring Entity, and the Plan from further liability on account thereof.

#### **9.4 LOCATION OF PARTICIPANT OR BENEFICIARY UNKNOWN**

In the event that all, or any portion, of an amount payable to a Participant or his or her Beneficiary hereunder shall, at the expiration of five (5) years after it shall become payable, remain unpaid solely by reason of the inability of the Administrator, after sending a registered letter, return receipt requested, to the last known address, and after further diligent effort, to ascertain the whereabouts of such Participant or his or her Beneficiary, the amount so distributable shall remain in the Trust to be used as part of the general Trust Fund.

## ARTICLE 10

### AMENDMENT, TERMINATION AND MERGERS

#### 10.1 AMENDMENT OF PLAN

Subject to the terms of a governing Collective Bargaining Agreement, if applicable, the Employer/Sponsoring Entity shall have the right at any time and from time to time to amend, in whole or in part, any or all of the provisions of the Plan or of the Plan Specifications. However, no such amendment shall authorize or permit any part of the corpus or income of the Trust (other than such part as is required to pay taxes and administration expenses) to be used for or diverted to, or inure privately to individuals or for purposes other than the benefit of Participants, Dependents or Beneficiaries as provided herein, or to revert to or become the property of the Employer/Sponsoring Entity; and no such amendment which affects the rights, duties or responsibilities of the Administrator may be made without the Administrator's written consent.

#### 10.2 TERMINATION OF SPONSORSHIP BY BMI

BMI shall have the right at any time to terminate its sponsorship of the Plan by delivering to the Employer/Sponsoring Entity and to the Administrator written notice of such termination. Upon such termination of sponsorship, the Employer/Sponsoring Entity may either terminate its adoption of the Plan or may amend the Plan to eliminate BMI as the entity administering claims under the Plan and related documents.

#### 10.3 TERMINATION OF ADOPTION BY EMPLOYER/SPONSORING ENTITY

Subject to the terms of a governing Collective Bargaining Agreement, if applicable, the Employer/Sponsoring Entity shall have the right at any time to terminate the Plan by delivering to the Administrator and to BMI written notice of termination. If the Plan is terminated or if there is a complete discontinuance of contributions, all amounts credited to the Employer/Sponsoring Entity Contribution Accounts of Participants shall become nonforfeitable. In the event of termination, the Administrator may direct either:

- (a) Complete distribution of the assets in the Trust Fund to the Participants or their Beneficiaries as soon as the Administrator deems it to be in the best interests of the Participants or their Beneficiaries, except, however, such distribution shall only be made: (i) pursuant to the terms of Collective Bargaining Agreement, or (ii) on the basis of objective and reasonable standards which do not result in unequal payments to similarly situated Participants or their Beneficiaries or in disproportionate payments to officers or Highly-Compensated Employees of the Employer/Sponsoring Entity; or
- (b) That any assets remaining in the Plan, after the satisfaction of all liabilities to existing Participants or their Beneficiaries, be applied to provide such Participants or their Beneficiaries with the benefits set forth in the Plan, provided, however, that such benefits shall not be provided in disproportionate amounts to officers or Highly-Compensated Employees of the Employer/Sponsoring Entity.

Upon termination of the Plan, the Employer/Sponsoring Entity shall not receive, either directly or indirectly, a refund or other amounts or benefits, nor shall the Employer/Sponsoring Entity incur a residual liability beyond the end of the current Plan Year (other than the provision of benefits to Participants and their Beneficiaries by the Plan).

#### 10.4 MERGER, CONSOLIDATION OR TRANSFER

This Plan may be merged or consolidated with, or its assets and/or liabilities may be transferred to or from another Plan on such terms and conditions as the Administrator, acting pursuant to the direction of the Employer/Sponsoring Entity, shall deem appropriate.

- (a) In the case of any merger or consolidation of the Plan with, or transfer of assets or liabilities of the Plan to any other plan, each Participant in the Employer/Sponsoring Entity's Plan shall be entitled to receive benefits immediately after the merger, consolidation, or transfer which are equivalent to or greater than the benefits the Participant or his or her Beneficiaries would have received if the Plan had terminated immediately before the merger, consolidation or transfer.
- (b) In the event that the Trustee is an institution, that corporation into which the Trustee or any successor trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee or any successor trustee may be a party, or any corporation to which all or substantially all the trust business of the Trustee or any successor trustee may be transferred, shall be the successor of such Trustee without the filing of any instrument or performance of any further act, before any court.

### ARTICLE 11

#### ADOPTING EMPLOYER/SPONSORING ENTITIES

##### 11.1 ADOPTION BY OTHER ENTITIES

With the consent of the Employer/Sponsoring Entity, an unrelated Employer/Sponsoring Entity who is a party to a Collective Bargaining Agreement or an affiliate or subsidiary of the Employer/Sponsoring Entity may adopt this Plan and any or all of the provisions hereof, and

##### 11.2 REQUIREMENTS OF ADOPTING EMPLOYER/SPONSORING ENTITY

- (a) If the Plan is adopted pursuant to the terms of a Collective Bargaining Agreement, and if the Adopting Employer/Sponsoring Entity intends that this Plan comply with the requirements of section 419A(f)(5) of the Code in that it is a plan made available for adoption for groups employed by the Adopting Employer/Sponsoring Entity and eligible for adoption.
- (b) Each Adopting Employer/Sponsoring Entity shall be required to use the Trustee designated in the Trust Agreement.

- (c) The Administrator may, but shall not be required to, direct the Trustee to commingle, hold and invest as one Trust Fund all contributions made by Adopting Employer/Sponsoring Entity, as well as all increments thereof.

### 11.3 EMPLOYEE TRANSFERS

It is anticipated that an Employee may be transferred between Adopting Employer/Sponsoring Entity. In the event of any such transfer, the Employee involved shall carry with him his or her accumulated service and eligibility. No such transfer shall create a Severance hereunder, and the Adopting Employer/Sponsoring Entity to which the Employee is transferred shall thereupon become obligated hereunder with respect to such Employee in the same manner as the Adopting Employer/Sponsoring Entity from which the Employee transferred.

### 11.4 CONTRIBUTIONS FOR ADOPTING EMPLOYER/SPONSORING ENTITY'S EMPLOYEES

All contributions made by an Adopting Employer/Sponsoring Entity for its Employees shall be determined separately with respect to the Participants employed by such Adopting Employer/Sponsoring Entity. Such contribution shall be paid to and held by the Trustee for the benefit of the Participants, their Dependents and Beneficiaries, subject to all the terms and conditions of this Plan. The Administrator shall keep separate records concerning the affairs of each Adopting Employer/Sponsoring Entity hereunder and as to the accounts and credits of the Participants. The Administrator may, but need not, direct the Trustee to register insurance company Policies so as to evidence that a particular Adopting Employer/Sponsoring Entity is the interested Adopting Employer/Sponsoring Entity hereunder, but in the event of a Participant's transfer from one Adopting Employer/Sponsoring Entity to another, the Adopting Employer/Sponsoring Entity shall immediately notify the Administrator thereof.

### 11.5 AMENDMENT BY ADOPTING EMPLOYER/SPONSORING ENTITY

Subject to the terms of a governing Collective Bargaining Agreement, if applicable, the Adopting Employer/Sponsoring Entity shall have the right at any time and from time to time to amend, in whole or in part, its adoption of the Plan Specifications by executing a new Plan Specifications. No such amendment shall authorize or permit any part of the Trust Fund (other than such part as is required to pay taxes and administration expenses) to inure to private individuals or for purposes other than for the benefit of Participants, Dependents or Beneficiaries as provided herein, or to revert to or become the property of the Adopting Employer/Sponsoring Entity.

### 11.6 DISCONTINUANCE OF PARTICIPATION BY ADOPTING EMPLOYER/SPONSORING ENTITY

Subject to the terms of a governing Collective Bargaining Agreement, if applicable, the Adopting Employer/Sponsoring Entity shall have the right at any time to discontinue its participation in the Plan by delivering to the Administrator written notice of such discontinuance. Upon such discontinuance of participation:

- (a) All amounts in the Participants' Employer/Sponsoring Entity Contribution Accounts shall be fully vested and nonforfeitable.

- (b) The Adopting Employer/Sponsoring Entity, by written notice to the Administrator, may direct that:
  - (i) The Trustee retain such assets for the Participants of said Adopting Employer/Sponsoring Entity pursuant to the provisions of the Trust. Any Trustee fees or administration fees due shall be paid from the assets of the Trust Fund on a nondiscriminatory basis to the extent not paid by the Adopting Employer/Sponsoring Entity. In no such event shall any part of the corpus or income of the Trust as it relates to such Adopting Employer/Sponsoring Entity be used or diverted to, or inure to private individuals or for purposes other than the benefit of Participants, Dependents or Beneficiaries as provided herein, or to revert to or become the property of the Adopting Employer/Sponsoring Entity; or
  - (ii) In the event that the Adopting Employer/Sponsoring Entity shall have established a separate plan for the benefit of its Employees, the Trustee shall transfer, deliver and assign Policies and other Trust Fund assets allocable to the Participants of such Adopting Employer/Sponsoring Entity to such new Trustee as shall have been designated by the Administrator.
- (c) In the event that the Adopting Employer/Sponsoring Entity shall fail to notify the Administrator on a timely basis as to the disposition of the assets held on behalf of the Employees of the Adopting Employer/Sponsoring Entity, the Administrator shall operate as though the Adopting Employer/Sponsoring Entity had directed the Administrator to follow the foregoing paragraph (b)(1) or (b)(2).
- (d) Any excess assets remaining in the Plan, after the satisfaction of all liabilities to current Participants or their Beneficiaries, shall be applied to provide such Participants or their Beneficiaries with the benefits set forth in the Plan, provided that such payment shall only be made: (i) pursuant to the terms of a Collective Bargaining Agreement, or (ii) on the basis of objective and reasonable standards which do not result in unequal payments to similarly situated Participants or their Beneficiaries or in disproportionate payments to officers or Highly-Compensated Employees of the Adopting Employer/Sponsoring Entity;
- (e) No Adopting Employer/Sponsoring Entity shall receive a refund or additional amounts or benefits, and no Adopting Employer/Sponsoring Entity shall incur a residual liability beyond the end of the current Plan Year (other than, in the case of the Plan, the provision of benefits to Participants and their Beneficiaries).

## **ARTICLE 12**

### **MISCELLANEOUS**

#### **12.1 ALIENATION**

- (a) Except as provided in paragraph (c) below, no benefit which shall be payable under the Plan to any person (including a Participant or his Beneficiary) shall be subject



in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized by the Administrator, except to such extent as may be required by law.

- (b) In the event a Participant's benefits are garnished or attached by order of any court, the Administrator may bring an action for a declaratory judgment in a court of competent jurisdiction to determine the proper recipient of the benefits to be paid by the Plan. During the pendency of said action, any benefits that become payable shall be paid into the court as they become payable, to be distributed by the court to the recipient it deems proper at the close of said action.
- (c) This provision shall not apply to a "Qualified Medical Child Support Order". The Administrator shall establish a written procedure to validate the status of such orders and to administer payments thereunder.

## 12.2 PROHIBITION AGAINST DIVERSION OR INUREMENT

It shall be impossible by operation of the Plan or by termination thereof, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of assets of the Trust Fund maintained pursuant to the Plan or any funds contributed thereto, to be used for, or diverted to, or to inure (other than through the payment of benefits provided under the terms of the Plan) to the benefit of any private shareholder or individual.

## 12.3 ADDITIONAL REQUIREMENTS

The Plan is subject to the requirements of section 505 of the Code and shall be operated in accordance with the nondiscrimination requirements and limitations of that section and the Regulations thereunder.

## 12.4 APPROVAL BY INTERNAL REVENUE SERVICE

The Employer/Sponsoring Entity intends that this welfare benefit Plan and the Trust attached hereto meet the requirements of section 115 of the Code.

- (a) Should the Commissioner of Internal Revenue or any delegate of the Commissioner at any time determine that the Plan and Trust fails to meet the requirements of the Code, the Employer/Sponsoring Entity will amend the Plan and Trust to maintain its qualified status.
- (b) Notwithstanding anything herein to the contrary, if, pursuant to an application filed by or in behalf of the Trust, the Commissioner of Internal Revenue Service or his delegate should determine that the Trust does not initially qualify as a tax-exempt plan and trust under section 115 of the Code, and such determination is not

contested, or if contested, is finally upheld, then the Plan shall be void *ab initio* and the Trustee shall direct the Administrator to return all amounts contributed to the Plan by the Employer/Sponsoring Entity, less expenses paid, within one year and the Plan shall terminate, and the Administrator shall be discharged from all further obligations.

#### 12.5 ADMINISTRATOR'S PROTECTIVE CLAUSE

- (a) Neither the Administrator nor its successor shall be responsible for the validity of any Policy issued hereunder or for the failure on the part of the insurer to make payments provided by any such Policy, or for the action of any person which may delay payment or render a Policy null and void or unenforceable in whole or in part.
- (b) In the event any lawsuit, claim or proceeding is brought involving the Plan or the Trust in which the Administrator is named as a defendant, and such claim, suit, or proceeding is resolved in favor of the Administrator, they shall be entitled to be reimbursed from the Trust Fund for any and all costs, attorney's fees, and other expenses pertaining thereto incurred for which the Administrator shall have become liable.

#### 12.6 INDEMNIFICATION OF AGENTS

The Administrator shall indemnify and hold harmless its appointed agents from all loss or liability (including expenses and reasonable attorneys' fees) to which such agent may be subject by reason of its execution of its duties under this Plan, or by reason of any acts taken in good faith in accordance with directions, or acts omitted in good faith in the absence of directions from the Administrator, unless such loss or liability is due to the agent's gross negligence or willful misconduct. The agent is entitled to collect on the indemnity provided by this Section from the Administrator only if such amounts are not paid directly or indirectly from assets of the Trust.

In the event that any lawsuit, claim, suit, or proceeding is brought involving the Plan or the Trust in which the agent is named as a defendant, the agent shall be entitled to receive, on a current basis, indemnity payments as provided for in this Section, provided, however, that if the final judgment entered in the lawsuit or proceeding holds that the agent is guilty of gross negligence or willful misconduct with respect to the Plan, the agent shall be required to refund the indemnity payments that it has received.

#### 12.7 GOVERNING LAW

This Plan shall be construed and enforced according to the laws of the state of domicile of the Adopting Employer/Sponsoring Entity to the extent not pre-empted by applicable federal law. The laws of such state shall govern the construction, validity and administration of the Plan, as embodied in the Plan and the Plan Specifications.

#### 12.8 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply,

and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

## 12.9 PROVISIONS RELATING TO INSURANCE

Any Policies purchased under this Plan shall be held subject to the following rules:

- (a) The Trustee shall be applicant and owner of any Policies issued.
- (b) A Participant shall be entitled to designate a Beneficiary under the terms of any Policy issued under the Plan. Such designation shall remain in force until revoked by the Participant, by filing a new Beneficiary designation form with the Administrator.
- (c) In the event a Participant is uninsurable or insurable at substandard rates, he or she may elect to receive a reduced amount of insurance, if available, or may waive the purchase of insurance.
- (d) All dividends or other returns received on any Policy purchased shall be applied to reduce the next premium due on such policy, or if no further premium is due, such amount shall be credited to the Fund as part of the account of the Participant for whom the policy is held.
- (e) Upon the retirement or Severance of Employment of a Participant, the Administrator shall offer the Participant the right to purchase any Policy on the life of such Participant for its cash surrender value. If the Participant shall exercise such right, the Participant's payment shall be credited to the Participant's Account Balance. If the Participant shall not exercise such right, the Administrator shall direct the Trustee to surrender the Participant's policy and credit the proceeds to his or her account for payment under the terms of the Plan.
- (f) Any insurer who shall issue Policies hereunder shall not have any responsibility for the validity of this Plan or for the tax or legal aspects of this Plan. The insurer shall be protected and held harmless in acting in accordance with any written direction of the Administrator, and shall have no duty to see to the application of any funds paid to the Trustee, nor be required to question any actions directed by the Administrator. Regardless of any provision of this Plan, the insurer shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any Policy that it issues hereunder, or the rules of the insurer.

The Administrator shall be solely responsible to see that these insurance provisions are administered properly. If there is any conflict between the provisions of this Plan and any insurance Policies issued, the terms of this Plan will control.

## 12.10 HEADINGS

The headings and subheadings of this Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

#### 12.11 PARTICIPANTS' RIGHTS

This Plan shall not be deemed to constitute a contract of employment between the Employer/Sponsoring Entity and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer/Sponsoring Entity or to interfere with the right of the Employer/Sponsoring Entity to discharge any Participant or Employee at any time regardless of the effect such discharge shall have upon him as a Participant of this Plan.

#### 12.12 UNIFORMITY

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. In the event of any conflict between the terms of this Plan and any Policy purchased or provided hereunder, the Plan provisions shall control.

## ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT (“Agreement”) between BABBITT MUNICIPALITIES, INC, CHICAGO, IL (“BMI”) and City of Dixon (the “Sponsoring Entity”) sets forth the basis on which BMI agrees to provide certain services with respect to the Sponsoring Entity's employee benefit plan known as the City of Dixon Retirement Healthcare Funding Plan (RHFP) Plan (the “Plan”).

### PURPOSE

The Plan provides for the payment of various health and welfare expenses for eligible employees of the Sponsoring Entity. The Sponsoring Entity desires that BMI provide certain services relating to the Plan. Accordingly, the Sponsoring Entity and BMI now wish to enter into an agreement to provide for these services, as set forth in this Agreement.

### ARTICLE I

#### RESPONSIBILITIES OF THE SPONSORING ENTITY

The Sponsoring Entity has the responsibilities and duties outlined in this Article I below:

- 1.01 **Interpret the Plan and Determine Participant Eligibility and Benefit Entitlement.** As Plan Sponsor and Plan Administrator, the Sponsoring Entity possesses the ultimate authority to interpret the Plan for decisions involving eligibility for Plan participation, termination of Plan participation, and the calculation and payment of benefits to Plan participants. Nevertheless, the Sponsoring Entity will not direct BMI to take any action that would violate federal or state laws.
- 1.02 **Fund Plan Benefits and Pay Plan Expenses.** The Sponsoring Entity is solely responsible for the funding of benefits under the Plan and for the payment of all Plan administrative expenses as identified in Exhibit A. Ordinary Plan expenses shall be paid from the administration fee and investment contract funds. Extraordinary expenses such as fees of legal counsel, actuaries, accountants, trustees, auditors, health consultants, or other professionals appointed by the Sponsoring Entity or required in connection with the Plan shall be paid by the party that incurs the expense.
- 1.03 **Control Plan Assets.** The Sponsoring Entity has complete authority regarding the investment, management, and use of Plan assets, and BMI neither has nor is deemed to exercise any authority, control, or discretion over Plan assets.
- 1.04 **Amend and Terminate the Plan.** The Sponsoring Entity has complete discretion for all decisions involving the establishment, amendment, and termination of the Plan.

- 1.05 Fulfill Legal Obligations of the Plan.** The Sponsoring Entity possesses the ultimate authority and responsibility for the Plan's compliance with and all applicable laws and regulations. This includes the responsibility for preparing and filing reports, if required by law, including Form(s) 5500, as well as performing discrimination testing that may be required by applicable law. Depending on the terms agreed to by the parties, BMI may assist in preparing filing reports and performing discrimination testing. See Section 2.13 to determine whether or not BMI will provide such services.
- 1.06 Appoint Necessary Advisors.** The Sponsoring, Employer, BMI or the Plan may appoint necessary advisors, whether individuals or entities, to assist in the administration of the Plan. This may include legal counsel, actuaries, accountants, auditors, health consultants, and other professionals required by the Sponsoring Employer, the Plan or BMI. The entity that incurs the expense will pay the expenses associated with these appointments if not mutually agreed to on a prior basis. BMI will consult with the Sponsoring Employer whether such expenses are extraordinary Plan Expenses under Section 1.02, prior to incursion.
- 1.07 Provide COBRA Notices.** The Sponsoring Entity has the responsibility for informing individuals whose participation in the Plan would otherwise terminate of their right, if any, to continued coverage, as required by the Plan and the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

## ARTICLE II

### RESPONSIBILITIES OF BMI

BMI has the responsibilities and duties outlined in this Article II below:

- 2.01 Provide Certain Plan-Related Documents.** BMI will provide the following documents relating to the Plan for the Sponsoring Entity's review and approval:
- RHFP Plan Document (Welfare Benefit Plan)
  - RHFP Trust Agreement
  - Specifications
  - Administrative Forms
  - Summary Plan Description (if required)
- 2.02 Establish Trust and Help Select Trustee.** BMI will assist the Sponsoring Entity in selecting a trustee for the trust.
- 2.03 Arrange for Insurance Coverage That is Selected by Sponsoring Entity.** BMI will assist the Sponsoring Entity in performing the administrative tasks necessary to identify and procure the insurance coverages, if any, that will be offered under the Plan.
- 2.04 Coordinate With Service Providers.** BMI will coordinate the Plan's interactions with the various providers of services and products, including trustees, record keepers, investment advisors, product vendors, and legal, accounting, actuarial, and other service providers as necessary to carry out its duties and responsibilities under this Agreement.
- 2.05 Coordinate Enrollment Meetings and Participant Communications.** BMI will

organize and coordinate enrollment meetings with Sponsoring Entity's employees. BMI will also coordinate communication between such employees and the Plan.

- 2.06 Evaluate Claims for Benefits.** BMI will review and evaluate all benefit claims submitted by participants, in accordance with the terms of the Plan. When BMI deems that further evaluation of a benefit claim is necessary, BMI may recommend that the Sponsoring Entity engage the services of legal counsel, actuaries, accountants, auditors, health consultants or other professionals at Sponsoring Entity's cost.
- 2.07 Process Payments.** At the direction of the Sponsoring Entity, BMI will prepare payment from the trust to the provider or insurance issuer for claims payable under the Plan.
- 2.08 Maintain Relevant Records: Make Records Available for Inspection.** BMI will maintain reasonable records regarding its administration of the Plan. BMI will ensure that the Sponsoring Entity may, if it so desires, periodically inspect all relevant records relating to the administration of the Plan. Such inspections may be done at a mutually agreeable time for the parties.
- 2.09 Accuracy of Information.** The Sponsoring Entity understands and agrees that in order for BMI to fulfill its duties under the Agreement, BMI will need to rely on the oral and written statements of the Sponsoring Entity, officers, directors, employees, and agents of the Sponsoring Entity, Plan participants, Plan advisors, and Plan service providers. BMI is not responsible for verifying the accuracy of such information. The Sponsoring Entity agrees to hold harmless BMI for any loss or damage to the Plan or the Sponsoring Entity resulting from BMI's good faith reliance on such information.
- 2.10 Provide Quarterly Reports.** BMI will submit to the Sponsoring Entity a quarterly accounting of all payments made from the Plan's trust.
- 2.11 Assist With Plan Amendments.** BMI will provide advice to the Sponsoring Entity on possible revisions to the Plan's terms and benefits, and will assist in preparing any such amendments elected by the Sponsoring Entity.
- 2.12 Maintain Confidentiality.** BMI will comply with the HIPAA Privacy Rules and keep confidential all individually identifiable personal health information relating to Plan participants. BMI will not disclose such personal information, except as required by law or as necessary for the administration of the Plan. If the Sponsoring Entity is deemed to be a covered entity under HIPAA, then BMI will execute a business associate agreement with the Sponsoring Entity.
- 2.13 Annual Reports and Discrimination Testing.** BMI will assist in the preparation and filing of signature ready Form 5500 annual reports, if required, to be filed with the Internal Revenue Service. BMI will assist in performing any discrimination testing that is required by applicable provisions of the Internal Revenue Code.
- 2.14 Outsource Certain Tasks.** BMI may utilize the services of any outside professional in performing of its responsibilities under the agreement. BMI bears the same responsibility for any services rendered by an outside professional on behalf of the Plan as BMI would if BMI had rendered the services itself.

**2.15 Express Limitations on Responsibilities of BMI.** Except for the duties and responsibilities expressly set forth in this Agreement, BMI does not assume any other obligations related to the Plan or the Sponsoring Entity. This limitation on the responsibilities of BMI includes, but is not limited to, the following

- a. BMI does not have any discretionary authority or control over the design, management, or operation of the Plan and is neither a sponsor nor a fiduciary under the Plan. BMI may assist the Sponsoring Entity with, but does not assume responsibility for, operating the Plan in compliance with applicable state and federal laws and regulations.
- b. BMI is not a trustee of the Plan.
- c. BMI does not and will not render investment advice to the Plan.
- d. Except as directed by the Sponsoring Entity, BMI does not have access to Plan assets and BMI is not responsible for verifying the existence of Plan assets.
- e. BMI does not pay benefits, provide insurance for benefits or control the circumstances under which an excess loss insurer will provide insurance for benefits.

### **ARTICLE III**

#### **FEES FOR SERVICES**

**3.01 Fee Schedule.** The Sponsoring Entity agrees to pay the fees set forth on the BMI fee schedule within 30 days of the date the Sponsoring Entity receives the invoice. The schedule is attached and incorporated into the Agreement as Exhibit A.

**3.02 Amendment of Fee Schedule.** The Sponsoring Entity agrees that the fees specified in Exhibit A may be amended if BMI gives the Sponsoring Entity written notice of the change at least thirty (30) days prior to the date that the amended fees are to become effective. If the Sponsoring Entity fails to deliver to BMI a written objection to the amended fees prior to their effective date, the services of BMI will be based upon the amended fees thereafter. If the Sponsoring Entity objects in writing to the amended fees, BMI will have the option to terminate the Agreement no earlier than 30 days after the Sponsoring Entity receives notice of termination from BMI.

### **ARTICLE IV**

#### **EFFECTIVE DATES OF AGREEMENT**

**4.01 Effective Date.** This Agreement is effective as of the 01 day of January, 2020, and will remain in effect until the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**4.02 Year to Year Renewal.** This Agreement will automatically be renewed for one year periods unless terminated by BMI or the Sponsoring Entity upon written notice of not less



than sixty (60) days prior to the end of the current expiration date.

**4.03 Termination of Agreement by Either Party Without Cause.** This Agreement may be terminated at any time by either party, for any reason, upon sixty (60) days written notice to the other party.

**4.04 Termination of Agreement by Either Party with Cause.** This Agreement may also be terminated by either party with 14 days written notice, if either party fails to materially comply with the terms of this Agreement, has engaged in any illegal activity or a petition under bankruptcy laws is filed by or against the Sponsoring Entity or BMI. Parties will have 14 days to correct a breach upon notification prior to termination. An extension of this period of not more than 14 days may be allowed if the breach cannot be reasonably cured with the 14 days provided agreed upon by both parties.

## ARTICLE V

### LIABILITY AND INDEMNITY

**5.01 Limitation on Liability.** BMI does not insure nor underwrite the liability of the Sponsoring Entity under the Plan. The Sponsoring Entity retains the ultimate responsibility for all claims made under the Plan and all expenses incident to the Plan, except as specifically assumed in this Agreement by BMI.

**5.02 Gross Indemnification.** The Sponsoring Entity agrees to indemnify and hold harmless BMI and its directors, officers, agents, and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, resulting from or arising out of or in connection with any function or action of BMI under this Agreement or in connection with a claim for benefits under the Plan, at any time, unless it is determined that the liability was the result of negligence or misconduct on the part of BMI or any of its directors, officers, agents or employees.

BMI agrees to indemnify and hold harmless the Sponsoring Entity and its directors, officers, agents, and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, resulting from or arising out of or in connection with any function or action of BMI under this Agreement or in connection with a claim for benefits under the Plan, at any time, unless it is determined that the liability was the result of negligence or misconduct on the part of the Sponsoring Entity or any of its directors, officers, agents or employees.

**5.03 Proof of Insurance.** BMI will provide to the Sponsoring Entity Proof of Liability Insurance and Errors and Omissions coverage on an annual basis.

## ARTICLE VI

### MISCELLANEOUS

- 6.01 Headings.** The section headings used throughout the Agreement are for convenience of reference only, and will not be construed to explain or modify the construction or meaning of the Agreement.
- 6.02 Severability.** In the event that any portion of this Agreement is invalidated by a court of competent jurisdiction, the remainder of the Agreement will be given effect to the maximum extent possible.
- 6.03 Entire Agreement.** This Agreement constitutes the entire agreement between the parties and any prior negotiations are merged into this Agreement. No oral agreements or understanding will be binding on either of the parties.
- 6.05 Applicable Law.** This Agreement is governed by and is to be construed in accordance with the laws of the State of Illinois.
- 6.06 No Third Party Beneficiaries.** Only parties to this Agreement shall gain any rights to enforce any provision of this Agreement.
- 6.07 Non-Assignment.** This Agreement is binding on the parties' legal successors and heirs. This Agreement may not be assigned by either party without the prior written approval of an officer of the other party.
- 6.08 Revisions to the Agreement.** This Agreement may be revised at any time by written agreement signed by both parties, except as otherwise provided herein.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

**FOR THE SPONSORING ENTITY:**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**FOR BMI:**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT A**

### **BMI FEE SCHEDULE**

**To be paid by Plan:**

\$350 IPPFA Trust Joinder Fee (payable to IPPFA)

*Investment Management fees are covered by separate agreement and are net participant expense in the calculation of unit values.*



# COUNCIL ACTION FORM

Date: 12/16/2019

Presented By: Fredericks

Subject: Franchise Fee Audit Agenda Item: 17A

## Description:

In December of 2017, the City entered into an agreement with Azavar to audit fees, franchise agreements and utility taxes. During this audit, it was found that Comcast needed to pay the city \$3,047.87. Comcast will do a better job of counting in the future. This motion allows the finance director to resolve the franchise fee audit with Comcast.

## FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: \_\_\_\_\_ Title: \_\_\_\_\_

Amount Budgeted: \_\_\_\_\_

Actual Cost: \_\_\_\_\_

Under/Over: \_\_\_\_\_

Funding Sources:

\_\_\_\_\_  
\_\_\_\_\_

Departments:

\_\_\_\_\_  
\_\_\_\_\_

Is this item in the CIP? YES ☐ NO ☐ CIP Project Number: \_\_\_\_\_

# COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Approve the motion

Required Action

ORDINANCE☐

RESOLUTION☐

MOTION☒

NO ACTION REQUIRED☐

Additional Comments:

MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

MOVE TO authorize the Finance Director to resolve the franchise fee audit with Comcast of Illinois.

## CITY COUNCIL VOTES

VOTES	Mayor Arellano	Councilman Considine	Councilman Marshall	Councilwoman Oros	Councilman Venier
YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTAIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Memorandum of Understanding Between  
the City of Dixon  
and  
Dixon Firefighters Association Local 1943 (IAFF)**

During negotiations, for a successor Collective Bargaining Agreement to begin May 1, 2019, the parties spent substantial time exchanging proposals. One of the proposals, tendered by the IAFF was for the creation of a Post Employment Health Plan (PEHP). The parties reached an agreement for insertion of a PEHP plan into the Collective Bargaining Agreement. Funding, as of the date of the new Collective Bargaining Agreement will come from the City, based on the cash payout of specific benefits and salary that the employees are presently entitled to into members' individual PEHP accounts. (e.g. no new monies are being contributed by the City) The Parties agree that the allocation, or deposit of funds, is based on a re-allocation of funds previously provided for within existing CBA, but now being directed into the members' individual PEHP account.

The City will payout monies into employees' PEHP accounts for Vacation Pay,(Section 9.2), and Personal Day (Section 8.9) according to the schedule below. In addition, the City will payout monies from salary earned into employees' PEHP accounts according to the schedule below. The City shall pay out monies for the value of these benefits on an ongoing basis, to a PEHP account for each member of the Unit in accordance with the schedule below and the Plan provisions. The City shall deduct a percentage of each employee's salary from their paycheck (not in addition to) each pay period in accordance with the schedule below and contribute this amount to that employee's PEHP plan.

The parties agree that this is the funding structure for the PEHP plan for the period of time provided by the new Collective Bargaining Agreement. It is also agreed that if the IRS will permit the earned sick leave bonus of the bargaining unit members to be deposited into the PEHP, the Parties will move towards implementing the same.

Any changes in PEHP contributions in employee classes will be given to the City by the second week of November. This present structure is without prejudice to either party bargaining future provisions or changes within the Collective Bargaining Agreement. This Memorandum of Understanding is set forth to provide historical basis for the creation of the PEHP Plan and the initial method of funding.

<b>CAPTAINS</b>	<b>LIEUTENANTS</b>	<b>FF: UP TO 5 YEARS</b>	<b>FF: 5 TO 9</b>	<b>FF: 10 AND &gt;</b>
Vacation Pay	Vacation Pay			
Personal Day	Personal Day			
2% of salary	1.5% of salary	1.0% of salary	1.5% of salary	1.5% of salary

Dated: \_\_\_\_\_

CITY OF DIXON

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_

DIXON FIREFIGHTERS ASSOCIATION  
LOCAL 1943

\_\_\_\_\_