
A G E N D A

MEETING OF THE PRESIDENT &
BOARD OF TRUSTEES OF THE TOWN OF CICERO
IL., COUNCIL CHAMBERS, CICERO TOWN HALL

TUESDAY, OCTOBER 25, 2022 - 10:00 AM

THE PRESIDENT AND BOARD OF TRUSTEES WELCOME YOU AS OBSERVERS TO THIS PUBLIC MEETING. YOU ARE REMINDED THIS MEETING IS FOR THE DELIBERATIONS OF THE PRESIDENT & BOARD OF TRUSTEES IN CONTRAST TO A PUBLIC HEARING WHERE MEMBERS OF THE TOWN OF CICERO ARE ENCOURAGED TO PARTICIPATE. UNLESS INVITED BY THE PRESIDENT TO SPEAK, OBSERVERS ARE REQUESTED NOT TO INTERRUPT THE MEETING IN ORDER THAT THE CONCERNS OF THE TOWN OF CICERO MAY BE ATTENDED TO EFFICIENTLY. IF YOU ARE RECOGNIZED BY THE PRESIDENT TO SPEAK, PLEASE APPROACH THE PODIUM, ANNOUNCE YOUR NAME & ADDRESS AND DIRECT YOUR REMARKS TO THE PRESIDENT AND BOARD OF TRUSTEES:

1. **Roll Call - 10:00 A.M.**

2. **Pledge of Allegiance to the Flag**

3. **Approve minutes of the previous meetings**

4. **Approval of Bills**

A) List of Bills-Warrant# 20, Manual Checks & Online Payments

B) Payroll

C) Blue Cross & Blue Shield

1) Medical & Stop Loss Premiums

2) HMO Premiums

3) Accidental Death & Dismemberment Premiums

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B) Stickney-Forest View Lions Club

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10. **Citizen Comments (3 minute limit)**

11. **Adjournment**



Cicero Public Library

5225 W. Cermak Road • Cicero, IL 60804 • 708.652.8084 • Fax 708.652.1668

Sandra M. Tomschin

Director

To: Town Board of Trustees

From: Sandra Tomschin, Administrative Director

Date: 10/18/2022

RE: Temporary Liquor License - Special Event

Cc: Michael Delgado, Town Attorney,
Cynthia Dombrowski, Liquor Commission Director

Honorable Board of Trustees:

As you are aware, 2021 was the 100th Anniversary of our beloved Library, and the year was capped off with a successful Murder Mystery Dinner Event.

I have had numerous requests to host another Murder Mystery Dinner. Please accept this letter as my formal request to receive a temporary liquor license for The Cicero Public Library's 2022 Dinner Gala.

Event Name: Cicero Public Library Murder Mystery Dinner

Event Date: Saturday October 29, 2022

Event Time: 5PM to 10PM

Event description: The event will begin at 5PM. Attendance will be by pre-purchased ticket. Attendees will play an assigned character, and during dinner, a "murder" takes place, and all attendees attempt to figure out who the murderer is. Dinner is provided, and drinks will be available for purchase for a minimum fee. The Event will end, at 10PM.

Attached to this letter is our required insurance, as well as our completed Application for State of Illinois Special Event Retailer's Liquor License

We humbly ask for your consideration, review, and approval of our request.

Should you need any questions, concerns, or need additional information, please contact me directly.

Thank you in advance.



MAVON
INSURANCE

RPS MAVON
10 WEST CHICAGO AVENUE
HINSDALE, IL 60521-3499
Phone: (630) 655-2400
Fax: (630) 654-4447

To: Mavco Insurance Agency

Attn: Stacy Xotla
stacy.xotla@mavcoinsurance.com /(630) 655-2400

From: Lauren Shaw
lauren.shaw@mavon.com/630 242 3157

Insured: **CICERO PUBLIC LIBRARY**

*** BINDER ***
10/19/2022

Renewal Of: NEW

Mailing Address: **5225 W CERMAK RD**
CHICAGO, IL 60804

Thank you for your order to bind. We appreciate your business! We have bound the below coverage. Policy to Follow Shortly

POLICY INFORMATION

COMMERCIAL LIABILITY POLICY	
Policy Number:	SE 1060565
Policy Period:	10/29/2022 to 10/31/2022
Carrier:	United States Liability Insurance Company
Status:	Admitted
A.M. Best Rating:	A++ (Superior) - XII
COVERAGE PART	PREMIUM
Commercial Liability	\$195.00
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense Limit (Any One Person)	\$1,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
Products/Completed Operations Aggregate Limit	See L-535
General Aggregate Limit	\$2,000,000
Liquor Liability	\$50.00
Each Common Cause Limit	\$1,000,000
Aggregate Limit	\$2,000,000
POLICY PREMIUM	\$245.00
ADDITIONAL COSTS	
Wholesaler Broker Fee	\$25.00
TOTAL	\$270.00

Location of All Covered Special Event(s)

1 - 5225 West Cermak Road, Cicero, IL 60804

APPLICABLE FORMS & ENDORSEMENTS

The following forms apply to multiple coverage parts

CG0200 01/18	Illinois Changes - Cancellation and Nonrenewal	IL0017 11/98	Common Policy Conditions
IL0021 09/08	Nuclear Energy Liability Exclusion Endorsement	IL0147 09/11	Illinois Changes - Civil Union
IL0162 09/08	Illinois Changes - Defense Costs	Jacket 07/19	Policy Jacket
L-206 02/11	Fully Earned Premium Endorsement	L-224IL 12/12	Punitive Or Exemplary Damages Exclusion - Illinois
L-526 01/15	Absolute War Or Terrorism Exclusion	L-610 11/04	Expanded Definition Of Bodily Injury
L-616 11/09	Host/Special Event Coverage Form Change Endorsement	L-656 02/06	Extension Of Coverage - Committee Members
L-816 11/18	Amendments of Conditions - Limits of Insurance Under Multiple Coverage Parts	L-820 12/18	Special Events Blanket Additional Insured Endorsement
LLQ 102 02/15	Event Vendor, Exhibitor And Contractor Exclusion	LLQ101 08/06	Expanded Definition Of Employee
LLQ368 08/10	Separation Of Insureds Clarification Endorsement	SPE 312 03/15	Who Is An Insured
TRIADN 12/20	Disclosure Notice of Terrorism Insurance Coverage		

The following forms apply to the Commercial Liability coverage part

CG0001 12/07	Commercial General Liability Coverage Form	CG0068 05/09	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion
CG0200 01/18	Illinois Changes - Cancellation and Nonrenewal	CG2026 04/13	Additional Insured-Designated Person or Organization
CG2107 05/14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - Limited Bodily Injury Exception Not Included	CG2109 06/15	Exclusion - Unmanned Aircraft
CG2136 03/05	Exclusion - New Entities	CG2139 10/93	Contractual Liability Limitation
CG2144 07/98	Limitation Of Coverage To Designated Premises Or Project	CG2147 12/07	Employment-Related Practices Exclusion
IL0147 09/11	Illinois Changes - Civil Union	IL0162 09/08	Illinois Changes - Defense Costs
L 427 01/20	Exclusion for Fireworks and Other Pyrotechnic Devices	L 535 03/15	Exclusion - Products-Completed Operations Hazard Other Than Food Or Beverage Products
L-224IL 12/12	Punitive Or Exemplary Damages Exclusion - Illinois	L-387 03/06	Exclusion - Mechanical Rides
L-423 02/11	Exclusion For Structure Collapse	L-428 04/15	Absolute Firearms Exclusion
L-472 07/08	Exclusion - Injury To Performers Or Entertainers	L-526 01/15	Absolute War Or Terrorism Exclusion
L-536 09/09	Exclusion - Participation In Athletic Activity, Physical Activity Or Sports	L-599IL 08/13	Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead With A Hostile Fire Exception
L-607IL 04/15	Exclusion For Climbing, Rebounding And Interactive Games And Devices	L-609IL 02/11	Animal Exclusion
L-686 10/12	Absolute Exclusion for Liquor and Other Related Liability	L-816 11/18	Amendments of Conditions - Limits of Insurance Under Multiple Coverage Parts
L-820 12/18	Special Events Blanket Additional Insured Endorsement	L-829 05/21	Biometric Information Exclusion
LLQ 102 02/15	Event Vendor, Exhibitor And Contractor Exclusion	SPE 300 05/09	Special Events Property Damage Amendment
SPE 312 03/15	Who Is An Insured		

The following forms apply to the Liquor Liability coverage part

CG0033 12/07	Liquor Liability Coverage Form	CG0200 01/18	Illinois Changes - Cancellation and Nonrenewal
CG2406 04/13	Liquor Liability - Bring Your Own Alcohol Establishments	IL0147 09/11	Illinois Changes - Civil Union
IL0162 09/08	Illinois Changes - Defense Costs	L-224IL 12/12	Punitive Or Exemplary Damages Exclusion - Illinois
L-560 11/10	Additional Insured - Designated Person Or Organization	L-657IL 08/13	Absolute Pollution Exclusion - Liability
L-816 11/18	Amendments of Conditions - Limits of Insurance Under Multiple Coverage Parts	L-820 12/18	Special Events Blanket Additional Insured Endorsement
LLQ 102 02/15	Event Vendor, Exhibitor And Contractor Exclusion	LQ-202 12/11	Assault Or Battery Exclusion
LQ-352 09/08	Event Vendor - Other Insurance	LQ-354 10/09	Limitation Of Coverage To Insured Premises
LQ-428 10/16	Absolute Firearms Exclusion	SPE 312 03/15	Who Is An Insured

Stickney-Forest View Lions Club

70 Years of Service

“Watch
1-A
Mushroom”



1952



2022



"LIONISM
BLOSSOMING
INTO THE NEW
MILLENNIUM"

Town of Cicero
4949 W. Cermak
Cicero, IL 60804

October 1, 2022

Dear President Dominick,

I would like to thank you and the Cicero Town Board for the opportunity to host our 9th Annual Lions Run for Hope in Cicero. It was held on Sunday, September 25th, without any major issues. I would also like to thank 1st Deputy Superintendent Gutierrez and Captain Skrabacz for organizing the safety of our participants. Jeff Pesek and his event crew for the enclosing the course with fencing. The two firefighters who followed the route in case of an emergency. With everyone's help we were able to hold a very successful event. We were off the streets by 9:00am and finished with our medal's ceremony by 10:00am as planned.

The Stickney-Forest View Lions Club would like permission to host our 10th Annual Lions Run for Hope. Our Charity 5K Run/Walk for Breast Cancer Research & the Wellness House where they help families dealing with all cancers. We would host this event on Sunday, September 24, 2023, at 8:00am.

Also, our proof of liability insurance, which also names the Town of Cicero, Town officials and all employees as "*Also insured*", will be delivered before the race, after September 1st, the renewal date of our annual policy.

We thank you for your consideration and look forward to serving our communities for years to come.

Warm Regards,

[REDACTED]
Lion Dan O'Reilly
Event Chairman
[REDACTED]

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF EDUCATION OF CICERO SCHOOL DISTRICT 99 AND THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) (the “Act”) authorizes public agencies, which includes units of local government and school districts, to jointly enjoy and/or exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law; and

WHEREAS, the Act authorizes public agencies to enter into intergovernmental agreements with other public agencies; and

WHEREAS, the Town previously employed school crossing guards (the “Crossing Guards”) near several schools operated by Cicero School District 99 (the “District”) to promote safe access to those schools at no cost to the District; and

WHEREAS, due to the state of the economy, the Town can no longer afford to employ said Crossing Guards without financial contribution from the District; and

WHEREAS, the District has determined that it is in the best interests of the District and its students to contribute to the Town for the costs the Town incurs in providing Crossing Guards for several of the District's schools; and

WHEREAS, there exists an agreement that governs the responsibilities of the Town and the District (together, the "Parties") with regard to the employment and duties of the Crossing Guards (the "Agreement"), which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Town President (the "President") and the Board of Trustees of the Town (the "Town Board" and with the President, the "Corporate Authorities") have determined that it is both advisable and in the best interests of the Town and its residents to enter into and approve the Agreement; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is in the best interests of the residents of the Town to approve, enter into and execute an agreement with terms substantially the same as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Town Attorney (the "Attorney") is authorized to revise agreements for the Town making such insertions, omissions, and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 1.00 Findings.

That the Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true, and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

Section 2.00 Purpose.

The purpose of this Ordinance is to authorize the President or his designee to enter into the Agreement whereby the District will contribute to the Town for the costs of the Town's employment of the Crossing Guards and to further authorize the President to take all steps necessary to carry out the terms of the Agreement and to ratify any steps taken to effectuate that goal.

**ARTICLE II.
AUTHORIZATION**

Section 3.00 Authorization.

The Town Board hereby authorizes and directs the President or his designee to enter into, and approve the Agreement, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Ordinance. The Town Board further authorizes and directs the President or his designee to execute the applicable Agreement, with such insertions, omissions, and changes as shall be approved by the President and the Attorney. The Town Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. The officers,

agents, and/or employees of the Town shall take all action necessary or reasonably required by the Town to carry out, give effect to, and effectuate the purpose of this Ordinance and shall take all action necessary in conformity therewith. Any and all actions previously performed by officials, employees, and/or agents of the Town in connection with carrying out and consummating the transactions contemplated by this Ordinance are hereby authorized, approved, and ratified by this reference.

**ARTICLE III.
HEADINGS, SAVING CLAUSES,
PUBLICATION, EFFECTIVE DATE**

Section 4.00 Headings.

The headings for the articles, sections, paragraphs, and sub-paragraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

Section 5.00 Severability.

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 6.00 Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 7.00 Publication.

A full, true, and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

Section 8.00 Effective Date.

This Ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				

APPROVED by the President on _____, 2022

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF EDUCATION
DISTRICT 99 AND THE TOWN OF CICERO FOR THE ADMINISTRATION AND
FUNDING OF A SCHOOL CROSSING GUARD PROGRAM**

This intergovernmental Agreement is entered in to this 1st day of August, 2022 between the Town of Cicero ("Town" or "Cicero"), an Illinois municipal corporation, having its administrative office at 4949 W. Cermak Road, Cicero, IL 60804, and the Board of Education District 99 ("Board" or "District"), an Illinois education corporation, having its administrative offices at 5110 W. 24th Street, Cicero, IL 60804.

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contact otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any matter not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay cost related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act 5 ILCS 220/1 et seq further authorizes the intergovernmental cooperation; and

WHEREAS, the School Code gives Boards of Education the power to employ persons for the purpose of directing traffic upon school grounds and on or along streets and highways or portions thereof within a radius of one mile from such school grounds, or to share the cost of employing such persons with or accept the employment of such persons by any unit of local government. 105 ILCS 5/10-22.28a.

WHEREAS, the Town and the District agree that school crossing guards are necessary at certain locations within District 99 to protect the safety of students walking to and from school. This agreement defines the specific responsibilities for the School Crossing Guard Program ("Program") benefiting students attending Burnham School, Cicero East School, Cicero West School, Columbus East School, Columbus West School, Drexel School, Goodwin School, Liberty School, Lincoln School, McKinley School, Roosevelt School, Sherlock School, Unity Junior High School, Warren Park School, Wilson School, and Woodbine School.

WHEREAS, the Town has, in the past, employed school crossing guards to promote such safe access to the schools aforementioned but can no longer afford to do so without financial contribution from the District.

WHEREAS, the District has determined it is in its best interest and that of its students to contribute to the cost the Town incurs to provide for school crossing guards.

NOW THEREFORE, in consideration of the foregoing as well as the mutual covenants and agreements hereinafter set forth, the Town and the Board agree as follows:

SECTION ONE. Recitals Incorporation

The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for this agreement.

SECTION TWO. Term

The term of this agreement shall be from August 1, 2022, and will continue from year to year thereafter unless otherwise terminated by either or both parties in accordance with the provisions of this Agreement. This provision will not prevent the Town from acting unilaterally in its discretion to terminate the Crossing Guard program or its responsibilities with respect to the program. If the Town elects to unilaterally terminate the program, it agrees to give the District ninety (90) days written notice of its intent to do so. The Town also agrees any termination of the Program will only take effect at the end of the respective school year that is then in effect at the time the Town provides written notice of termination.

All notices and demands within this agreement, including the notice of termination, shall be in writing, shall be considered received when mailed, and shall be mailed by certified mail, return receipt requested, to the Town and the Board, at the following addresses:

If to the Town:

Town Hall

4949 W. Cermak Road

Cicero, IL 60804

Attn: Current Town Clerk

with a copy to: Town President

If to the Board:

Administration Building

5110 W. 24th Street

Cicero, IL 60804

Attn: Current Board Secretary

with a copy to: Board President

or to such other person or persons at such other address or addresses which shall be designated in writing from time to time by either the Town or the Board.

SECTION THREE. Responsibilities of the Town of Cicero

The Town shall have the responsibility for (a) hiring school crossing guards and substitutes; (b) providing school crossing guards sufficient orientation and training; (c) providing supplies and equipment as appropriate; and (d) supervising the program to ensure that the services are being rendered in a satisfactory manner.

Terms of Employment: The school crossing guards shall be employees of the Town. The Town shall be responsible for setting the wages, hours and working conditions of all crossing guards. Therefore, the Town shall be responsible for establishing the school crossing guard's compensation and any benefits that may be provided. The Town will determine, with the District's assistance, where the designated crossing guard locations shall be located and the hours during which guards should be present.

Existing Crossing Guard Program: There are sixty-six (66) crossing guards currently employed. The current salary paid to each crossing guard is \$289.64 bi-weekly for twenty (20) consecutive paychecks. Thirteen (13) of the currently employed crossing guards receive three (3) additional paychecks for working summer school. There is one (1) Crossing Guard Supervisor who is paid a total gross salary of \$17,063.00. The total annual cost to the Town for crossing guards is \$410,683.76 plus payroll taxes of \$31,417.31 (7.65%) (SS and Medicare) for a total amount of \$442,101.07.

$$(\$289.64 \times 66 \times 20 + \$17,063.00) + (\$289.64 \times 13 \times 3) = \$410,683.76 = (7.65\% \text{ FICA}) = \$442,101.07$$

SECTION FOUR. Funding and Payment Responsibilities of School District 99

As consideration for the Town of Cicero continuing to employ and pay the crossing guards, School District 99 agrees to pay the Town of Cicero for "Town Services" on a quarterly basis for this Agreement provided that the Town invoices are based on actual salaries paid and provides crossing guard salary payroll detail for the quarter being invoiced. The total annual maximum to be paid is \$483,169.44. The total annual maximum sum is equal to the total annual cost for the crossing guards' salaries and payroll taxes of \$442,101.07, plus an additional ten percent (10%) administrative fee of \$41,068.37 (10% of salaries only) equaling a total annual maximum cost of \$483,169.44.

SECTION FIVE. Employment Relationship

The school crossing guards and the school crossing guard substitutes are at will employees of the Town and are not employees of the district.

SECTION SIX. Covenants

Severability. If any section, paragraph, clause or provision of this Agreement shall be invalid, the invalidity thereof shall not affect any of the other provisions of this Agreement.

Effective Date: This Agreement shall be effective when executed by the Board and the Town.

Governing Law. This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois.

Counterparts. This Agreement may be executed in counterparts, which, when taken together shall constitute one document.

Complete Agreement. This Agreement is the complete agreement of the parties regarding matters addressed in this Agreement. No oral agreements or representations shall be considered binding on the parties.

Amendments. Any amendments to this Agreement must be made in writing and signed by duly authorized representatives of the Town and the District.

Termination. This Agreement shall be terminable by either party if one or more of the following incidences occur:

1. **Breach.** If either party materially breaches this contract, this contract shall be voidable by non-breaching party. The breaching party shall have fourteen (14) days from receipt of written notice from the non-breaching party of the event of breach to cure the same.

2. **Mutual Agreement.** This Agreement shall terminate by mutual agreement of all parties to this agreement.

3. **Cancellation.** In the event that either party wishes to cancel their obligations under this contract, the party shall provide written notice to the other party at least ninety (90) days prior to the date said cancellation is to take effect.

APPROVED and ACCEPTED by each party per the date of signature below.

Town of Cicero

By: _____
Larry Dominick, President
Board of Trustees
Town of Cicero

Date: _____

ATTEST:

By: _____
Maria Punzo-Arias, Town Clerk
Board of Trustees
Town of Cicero

Date: _____

Board of Education

By: _____
Board President
Board of Education District 99

Date: 10/12/2022

ATTEST:

By: _____
Board Secretary *PRO-TEM*
Board of Education District 99

Date: 10/12/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING THE PURCHASE OF A FIRE ENGINE FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Cicero Fire Department (the “Department”) protects the public by responding to fires and other emergencies; and

WHEREAS, to ensure its continued efficient operation, the Department has determined that it is in need of an additional fire apparatus; and

WHEREAS, the Department has requested that the Town purchase one (1) Sutphen Heavy Duty Custom Pumper (G2-HS-7506) Demo 531 (the “Engine”); and

WHEREAS, the Department collected and reviewed product and pricing information for various fire engines from several companies and has made a recommendation (the “Recommendation”), incorporated as part of Group Exhibit A, that the Town purchase the Engine from Sutphen Corporation (“Sutphen”); and

WHEREAS, Sutphen provided the Town with a purchase agreement (the “Agreement”) for the purchase of the Engine, attached hereto and incorporated herein as part of Group Exhibit A; and

WHEREAS, Chapter 2, Section 2-868, of The Code of Ordinances of the Town of Cicero, Illinois provides that competitive bidding is not required for purchases or contracts wherein advertising for bids has been waived by a majority of a quorum of the Town Board; and

WHEREAS, based on the Department’s Recommendation, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) deem it advisable and necessary for the operation of the Department and the health, safety, and welfare of the residents of the Town to take all steps necessary to purchase the Engine in accordance with the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Town Attorney (the “Attorney”) is authorized to revise agreements for the Town making such insertions, omissions, and changes as shall be approved by the President and the Attorney; and

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 1.00 Incorporation Clause.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true, and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

Section 2.00 Purpose.

The purpose of this Ordinance is to authorize the purchase of the Engine from Sutphen in accordance with the terms of the Agreement and to authorize the President or his designee to take all necessary steps to effectuate the intent of this Ordinance.

**ARTICLE II.
AUTHORIZATION**

Section 3.00 Authorization.

The Corporate Authorities hereby determine that it is advisable, necessary, and in the best interests of the Town and the public health, safety, and welfare of the residents of the Town to purchase the Engine and hereby waives any bidding requirement applicable to said purchase. The Town Board hereby authorizes the purchase of the Engine from Sutphen in accordance with the terms of the Agreement and directs the President or his designee to execute any and all necessary documentation to effectuate the same, with such insertions, omissions, and changes as shall be approved by the President and the Attorney, and ratifies any additional actions taken to effectuate the intent of this Ordinance. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The Town Clerk is hereby authorized and directed to attest to and countersign

any documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

Section 4.00 Headings.

The headings of the articles, sections, paragraphs, and subparagraphs of this Ordinance are inserted solely for convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

Section 5.00 Severability.

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 6.00 Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 7.00 Publication.

A full, true, and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

Section 8.00 Effective Date.

This Ordinance shall be effective and in full force immediately upon passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				

APPROVED by the President on _____, 2022

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

GROUP EXHIBIT A



CICERO FIRE DEPARTMENT
TOWN OF CICERO
OFFICE OF THE FIRE CHIEF

To: Larry Dominick – Town President

Michael DeGaldo – Town Attorney

From:

Jeffrey Penzkofer
Fire Chief
Cicero Fire Department

Date: 09/29/22

Subject: New Fire Apparatus – Sutphen Heavy Duty Custom Pumper – G2 Demo 531

President Dominick,

Please let this letter serve as my request to purchase a new fire apparatus for the Cicero Fire Department. Per our conversation, along with PFC Buscemi at the Command staff meeting on 09/21/22, regarding the purchase this new fire apparatus, under the condition that there is no financial obligation to the Town of Cicero until 2023. Listed below is my recommendation for the purchase of:

- One (1) Sutphen Heavy Duty Custom Pumper (G2 – HS-7506) Demo 531 Complete and Delivered for the proposal price of \$671,714.49.

The unit as proposed by Sutphen (Legacy Fire Apparatus) meets both the specifications and the needs of the Cicero Fire Department for providing fire protection to citizens of the Town of Cicero. If approved, the new unit will replace:

- A 2007 E-One Typhoon Pumper – Current Mileage 78,009 – Current Engine Hours 10,325.

The Cicero Fire Department will formally sign the contract provided that the Town of Cicero Board approves the purchase at their upcoming board meeting on October 11th, 2022. We understand that this letter of intent is non-binding if the apparatus is not approved at the meeting. If you have any questions, please do not hesitate to contact me.

Jeff Penzkofer
Fire Chief – Ext. 102
Cell [REDACTED]



PURCHASE AGREEMENT
FOR SUTPHEN FIRE APPARATUS

THIS AGREEMENT, made and entered into this 11th day of October, 2022 by and between SUTPHEN CORPORATION of Dublin, Ohio, hereinafter called "SUTPHEN" and the Town of Cicero of Cicero, IL, hereinafter called "PURCHASER",

WITNESSETH:

1. **PURCHASE:** Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal attached hereto and made a part hereof, and to deliver the same as hereinafter provided.
2. **PAYMENT:** Purchaser agrees to pay for said apparatus and equipment the total purchase price of Six Hundred and Seventy One Thousand Seven Hundred and Fourteen Dollars and Fourteen Cents. (\$ 671,714.49) payable in full upon delivery.
3. **DELIVERY:** The apparatus and equipment being purchased hereunder shall be delivered to Purchaser at The Cicero Fire Department within 8-9 months approximately after the receipt and acceptance of this agreement at Sutphen's office, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services.
4. **SUTPHEN WARRANTIES:** Sutphen warrants the apparatus purchased here under as set forth in the warranty included with bid proposal.
5. **TESTING SHORTAGES:** The apparatus shall be tested per NFPA #1901 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder will not be driven or used in any manner until it is paid for in full, provided, however, that if there are any minor shortages, Purchaser may withhold a sum equivalent to the retail purchase price of any equipment shortages at the time of delivery and may use the apparatus and equipment during this period.
6. **DEFAULT:** In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser,

Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

7. PURCHASER WARRANTIES: With the signing of this agreement, Purchaser warrants that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.
8. ACCEPTANCE: This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.
9. TAXES, ETC.: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.
10. INSURANCE: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft or collision and insuring against property damage and personal injury through the three (3) day delivery period.
11. GENERAL: This agreement and the Sutphen proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen proposal attached hereto. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this Agreement, directly or indirectly, based upon contract, tort, or other theory of law, shall lie in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

SUTPHEN CORPORATION

By _____
Sales Representative

Accepted at office
SUTPHEN CORPORATION
6450 Eiterman Road
Dublin, Ohio 43016

By _____
Title _____
Date _____

PURCHASER

THE _____

By _____

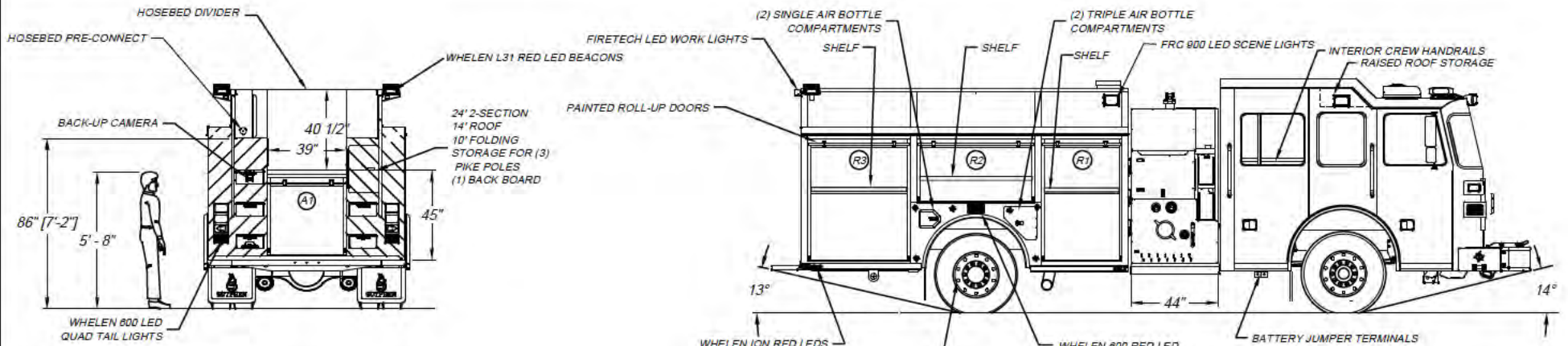
Title _____

Date 10-11-2022

By _____

Title _____

Date _____

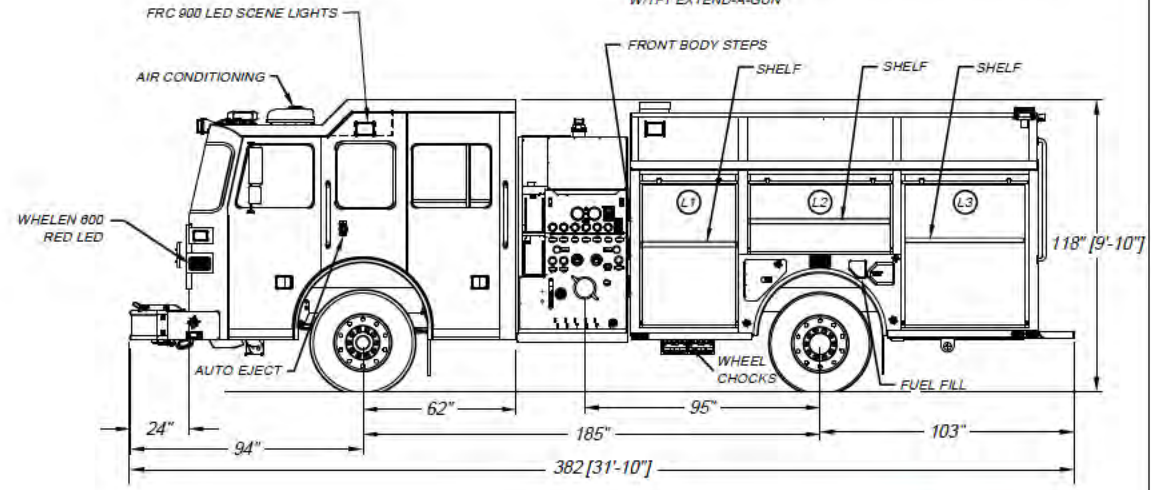
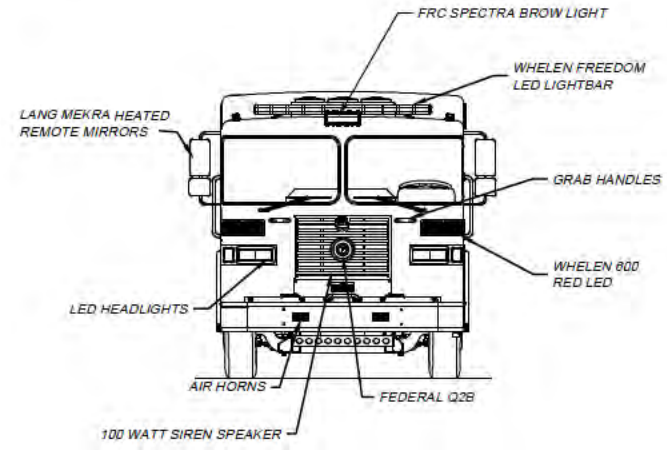
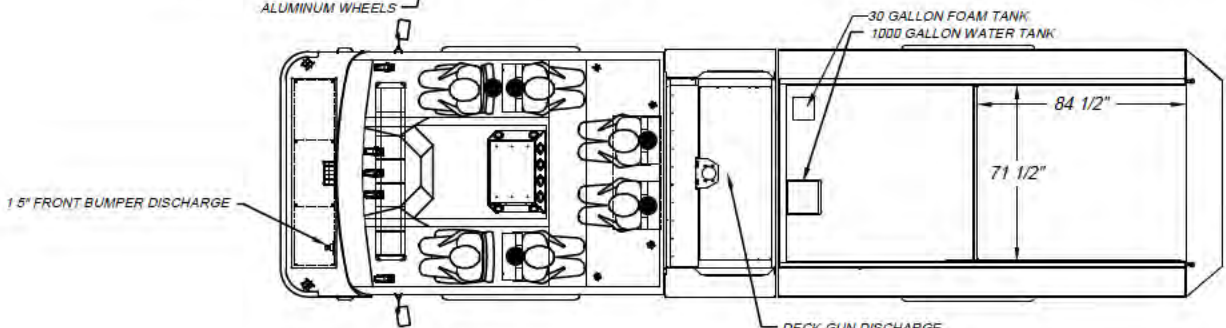


LEFT SIDE COMPARTMENTATION				
COMPT	DOORS	INSIDE DIMENSIONS	DOOR OPENING DIMENSIONS	VOLUME
L1	ROLL-UP	40"W X 66"H X 26"D	37 1/2"W X 56 1/2"H	37.4 CU. FT.
L2	ROLL-UP	59"W X 31 1/2"H X 26"D	56 1/4"W X 27"H	28.4 CU. FT.
L3	ROLL-UP	51 1/2"W X 66"H X 26"D	48 3/4"W X 56 1/2"H	47.4 CU. FT.

RIGHT SIDE COMPARTMENTATION				
COMPT	DOORS	INSIDE DIMENSIONS	DOOR OPENING DIMENSIONS	VOLUME
R1	ROLL-UP	40"W X 66"H X 26"D	37 1/2"W X 56 1/2"H	28.5 CU. FT.
R2	ROLL-UP	59"W X 31 1/2"H X 11"D	56 1/4"W X 27"H	13.7 CU. FT.
R3	ROLL-UP	51 1/2"W X 66"H X 26"D	48 3/4"W X 56 1/2"H	36 CU. FT.

REAR STEP COMPARTMENT				
COMPT	DOORS	INSIDE DIMENSIONS	DOOR OPENING DIMENSIONS	VOLUME
A1	ROLL-UP	39 1/2"W X 44"H X 31"D	36 3/4"W X 34 1/4"H	31.2 CU. FT.

BASE STORAGE 222 CU. FT.




DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS DURING CONSTRUCTION.

IN THE EVENT OF A DISCREPANCY BETWEEN THE SUTPHEN SPECIFICATIONS AND DRAWING THE SUTPHEN SPECIFICATIONS SHALL PREVAIL.

DRAWING IS FOR REFERENCE ONLY. SOME ITEMS PROPOSED MAY NOT BE SHOWN OR NOTED.

CUSTOMER APPROVAL							
NAME:							
TITLE:							
DATE:							
REV.		DESCRIPTION	BY	DATE	WPG. FACILITY		

DRAWN BY: J. HAULMAN
 DATE: 7/8/2022
 WPG. FACILITY: UPD-L

 DEMO 531
 PROGRAM 1 CUSTOM PUMPER
 HS-7506



Sutphen
Component Report
 Dealership: Sutphen Corporation

HS-7506 Demo 531
Program 1 Pumper

Order#: SOB003288
 Contact: Keith Exel
 Position: STM
 Phone: [REDACTED]
 Mobile:
 Email: keith.exel@sutphencorp.com

Bill To	Ship To
Customer: Sutphen Corporation Contact: Keith Exel, STM Address: PO Box 158 Amlin, OH 43002	Customer: Sutphen Corporation Contact: Keith Exel, STM Address: 6450 Eiterman Rd. Dublin, OH 43016

Comments
Project Coordinator: Max Winnenberg/Jason Haulman Sales Person: Keith Exel Revision Level: Initial Review 6/24/2022 Truck Type: G2, Program 1 Body Facility: UPD-L

Quote Line Number 1

Line	Item #	Qty	Item Description/Comments
1	10000215	1	STD WIRING SCHEMATIC
2	10001200	1	MAXIMUM APPARATUS HEIGHT = TBD
3		1	<i>Overall Apparatus Height = 9' 10" +/- 2".</i>
4	10001220	1	MAXIMUM APPARATUS LENGTH = TBD
5		1	<i>Overall Apparatus Length = 31' 10" +/- 2".</i>
CHASSIS			
6	10010006	1	CHASSIS, CUSTOM
7	51070185	1	WHEELBASE = 185
8		1	<i>PTA Number = 95"</i>
9		1	<i>AF Number = 54"</i>
10	25010100	1	FRAME, 10" DOUBLE RAILS, SINGLE AXLE (50K PSI)
11	45010001	1	FRONT TOW EYES, BELOW BUMPER, PAINTED
12	46010000	1	REAR TOW EYES, PAINTED


Line	Item #	Qty	Item Description/Comments
13	40010250	1	STEERING - ROSS TAS-85
14	22010000	1	DRIVE LINE, SPICER, 1710 SERIES
15	23014130	1	ENGINE, CUMMINS L 9 450HP DOC-DPF-DEF-SCR OBD
16	23029100	1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS L9
17	23030006	1	AIR INTAKE/EMBER SEPARATOR
18	23031173	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD, FS1098
19	23031210	1	FUEL FILTER, SECONDARY, FLEETGUARD, FF63009
20	47012430	1	TRANSMISSION, ALLISON GEN 5, EVS3000
21	23110005	1	JACOBS ENGINE BRAKE FOR CUMMINS L ENGINES
22	47024050	1	TRANSMISSION COOLER
23	47030000	1	ALLISON TOUCH PAD SHIFTER
24		1	<i>Shifter Pad Gearing = 5 Gears open, 6th Gear locked</i>
25	21021200	1	COOLING SYSTEM
26	21030195	1	COOLANT FILTER
27	21030000	1	FAN CLUTCH
28	21030200	1	RADIATOR COOLANT RECOVERY, PRESSURIZED SYST
29	26010000	1	FUEL TANK, STEEL, 65 GALLON
30	26030000	1	FUEL FILL
31	26030100	1	FUEL COOLER
32	24040000	1	DIESEL EXHAUST FLUID TANK
33		1	<i>DEF Access = Hinged Door for DEF Access.</i>
34	13010205	1	ALTERNATOR, LEECE NEVILLE 320 AMP 4915PA
35	13030100	1	LOW VOLTAGE ALARM, FLOYD BELL TXB-V86-515-QF
36	15010500	1	BATTERIES, INTERSTATE TYPE 31 MHD (4)
37	15031700	1	BATTERY JUMPER TERMINALS
38	15030465	1	120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT W/ OLED DISPLAY 091-55-266-XX

Line	Item #	Qty	Item Description/Comments
39		1	<i>Shoreline Inlet Location = Driver's side of Cab, standard location.</i>
40		1	<i>Shoreline Cover Color = Red.</i>
41	15031510	1	BATTERY CHARGER, KUSSMAUL CHIEF 4012
42	14022100	1	FRONT AXLE, HENDRICKSON STEERTEK NXT 18,000 LB.
43	41022100	1	FRONT SUSPENSION, HENDRICKSON 18,000 LBS. (3) 56" LEAFS
44	41040500	1	STEER ASSIST, NOT PROVIDED
45	43010300	1	FRONT TIRES, GOODYEAR 315/80R22.5 LRL G291 HWY 22.5 X 9 WHEELS
46	14510530	1	REAR AXLE, MERITOR RS-26-185 27,000 LB.
47	14530100	1	TOP SPEED, 68 MPH
48	42010015	1	REAR SUSPENSION, FIREMAAX 27,000 LBS. AIR RIDE
49	44010308	1	REAR TIRES, GOODYEAR 12R22.5 X 8.25 LRH ENDURANCE RSA HIGHWAY 24,000 - 27,000 GVWR
50	42910300	1	TIRE PRESSURE MONITOR, QUICK PRESSURE
51	44210100	1	WHEELS, ALUM, ACCURIDE (max 27K rear)
52	44270100	1	HUB COVERS, FRONT & REAR, POLISHED STS (Single Axle)
53	44270300	1	CHROME LUG NUT CAPS, FRONT & REAR (Single Axle)
54	44271100	1	MUD FLAPS, FRONT (PAIR)
55	44271200	1	MUD FLAPS, REAR (PAIR)
56	54010010	1	DATA, SAFETY & WARNING TAGS APPLICATION, ADHESIVE
57	16010220	1	BRAKES MERITOR SCAM 6" FRONT, SCAM 8.625" REAR (SINGLE AXLE)
58	18010041	1	AIR BRAKE SYST 4 TANKS WABCO 1200 DRYER (24K, 27K)
59	18030140	1	AIR INLET CONNECTION
60		1	<i>Standard Air Inlet Location = Left hand side of Driver's step well.</i>
61	18220500	1	NO ELEC STABILITY CONTROL SYS
62	18110000	1	WABCO 4 CHANNEL ANTI-LOCK BRAKES (24K, 27K)
63	53510000	1	COMPRESSION FITTINGS ON AIR SYSTEM (CHASSIS)
64	54010000	1	MISCELLANEOUS ITEMS ON CHASSIS

Line	Item #	Qty	Item Description/Comments
65	23029300	1	AFTERTREATMENT WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS L9
CAB			
66	11023292	1	CAB TSAL4K 62" 10" RR 1/2
67	11030025	1	CAB CERTIFICATION - STRUCTURAL INTEGRITY
68	11030950	1	CAB LOCKDOWN LATCHES
69	11031025	1	CAB TILT SYSTEM, AIR CONTROL VALVE
70		1	<i>Cab Tilt Controls = Officer's side Pump Panel.</i>
71	11031100	1	MANUAL BACK-UP TILT SYSTEM
72	11031350	1	CAB DOORS, FULL LENGTH (4)
73	11031387	1	CAB STEPS, LOWER GRIP STRUT, INTERMEDIATE DIAMONDPLATE
74	11031396	1	CAB STEP LIGHTING, FEDERAL SIGNAL COMPLEX LED STRIP LIGHTS
75	11031421	1	CAB DOOR WINDOWS, POWER (4)
76	11031401	1	CAB SIDE WINDOWS, FIXED, BOTH SIDES
77	11031460	1	NO WINDOWS, BACK WALL OF CAB
78	11031465	1	WINDOW TINTING (LIMO TINT 8%) - EACH (4)
79	52010010	1	ELECTRIC INTERMITTENT WIPERS
80	52030100	1	DEACTIVATE WINDSHIELD WIPERS WITH PARKING BRAKE ENGAGED
81		1	<i>Override Switch to Re-Engage Wipers? = No.</i>
82	52030200	1	WINDSHIELD WASHER RESERVOIR
83	38010020	1	MIRRORS LANG MEKRA 300 SERIES HEATED & REMOTE
84	11024410	1	UPPER GRILLE, TUBULAR STYLE FACADE (L9)
85	11024510	1	FLAMING "S" LOGO, UPPER GRILLE, ILLUMINATED RED
86	11024602	1	LOWER GRILLE, POLISHED STAINLESS, FOR TUBULAR GRILLE (L9)
87	20010085	1	BUMPER, 24" POLISHED STAINLESS STEEL
88		1	<i>Siren Speaker Perforations = No Speaker Perforations in Bumper.</i>
89	20029800	1	BUMPER SIDES, DIAMONDPLATE

Line	Item #	Qty	Item Description/Comments
90	20040215	1	STORAGE WELL, DEEP CENTER, FULL WIDTH (24" BUMPER)
91	20030100	1	STORAGE WELL COVER, TREADPLATE, 2" RAISE
92	20030500	1	NO CUT-OUT IN STORAGE WELL COVER
93	20030600	1	BUMPER TROUGH LIGHTING, TECNIQ E44 LED LIGHT STRIP
94	12010500	1	AIR HORNS, DUAL, GROVER #2040 RECTANGULAR
95		1	<i>Air Horns Location: Outboard, (1) each side.</i>
96	12030010	1	AIR HORNS CUTOUTS IN BUMPER, BEHIND PERFORATIONS (L9 STYLE)
97	12030205	1	AIR HORNS WIRED TO STEERING WHEEL BUTTON
98	12040010	1	MOMENTARY SWITCH ON DASH, OFFICER'S SIDE
99	12030350	1	LANYARD CONTROL FOR AIR HORNS
100	12510109	1	ELEC SIREN, WHELEN 295HFSA7, REMOTE FLUSH MOUNT WITH REMOVABLE MIC
101	12530205	1	ELEC SIREN WIRED TO STEERING WHEEL BUTTON
102	12620100	1	SIREN SPEAKER, 100W, CAST PRODUCTS, SA4201-6B-A
103	12670110	1	SIREN SPEAKER(S) INSTALLED BEHIND CAB GRILLE
104	12710100	1	SIREN, FEDERAL Q2B, GRILLE MOUNT
105		1	<i>Q2B Wiring = Wired to Emergency Master then shed with parking brake on.</i>
106	12730305	1	FOOT SWITCH, DRIVER'S SIDE, FOR MECH SIREN
107	12730350	1	MOMENTARY SWITCH ON DASH, OFFICER'S SIDE, FOR MECH SIREN
108	12730362	1	SIREN BRAKE SWITCH FOR MECH SIREN, OFFICER'S SIDE
109		1	<i>Siren Brake Switch For Officer</i>
110	32520520	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS
111		1	<i>Headlight Interior Finish = Chrome.</i>
112	48010300	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4)
113	32530750	1	ICC LIGHTS, LED, ROOF MOUNTED MARKERS, GROTE
114	27022120	1	HANDRAILS, CAB EXTERIOR, KNURLED STAINLESS STEEL (4) SIDE
115	27030710	1	HANDRAILS, FRONT OF CAB, KNURLED STAINLESS STEEL (PAIR)

Line	Item #	Qty	Item Description/Comments
116	27025000	1	HANDRAILS, CAB INTERIOR, BLACK RUBBER COATED (2) FRONT ENTRY
117	27030120	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2)
118	11035420	1	DIAMONDPLATE CAB ROOF 30" x FULL WIDTH
119	31010285	1	INTERIOR, MULTISPEC BLACK SPECKLE PAINT W/GRAY-BLACK DURAWEAR
120	11032929	1	DOOR PANEL, FULL STS
121	11032958	1	REFLECTIVE MATL, INTERIOR CAB DOORS, CHEVRONS, REFLEXITE
122		1	<i>Reflective Striping Color = #030 Red Transparent & #L2 Fluorescent Lime.</i>
123		1	<i>Reflective Striping Verbiage = "SUTPHEN"</i>
124	31010291	1	CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED
125	22510100	1	ENGINE ENCLOSURE, FULL LENGTH
126	22510530	1	ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND
127	11031681	1	TOOL MOUNTING PLATE, TOP OF ENGINE ENCLOSURE
128	11031677	1	CENTER CONSOLE NOT PROVIDED
129	22610050	1	ENGINE HOOD LIGHT, LED (1)
130	11031510	1	FLAT WORK SURFACE IN LIEU OF GLOVE BOX
131	11031710	1	UPPER CREW DOOR AREA, SMOOTH PANEL
132	29810100	1	CHASSIS ELECTRICAL DESCRIPTION
133	30010130	1	INSTRUMENTATION, AMETEK W/ CENTER & OVERHEAD CONSOLES
			<p>Upper Command Console:</p> 
134		1	<i>Overhead Console Panel's Finish: Black Wrinkle.</i>
135		1	<i>Overhead Console Position 1: Switches</i> <ol style="list-style-type: none"> 1. <i>Master emergency</i> 2. <i>Brow Light</i> 3. <i>Left Scene</i> 4. <i>Right Scene</i>

Line	Item #	Qty	Item Description/Comments
			5. Hosebed Lights
136		1	Overhead Console Position 2 = AM/FM/CD
137		1	Overhead Console Position 3 = HVAC Controls. (Camera monitor below)
138		1	Overhead Console Position 4 = Indicators. Cab door, body door, deck gun.
139		1	Overhead Console Position 5 = Blank
140		1	Overhead Console Position 6 = Blank
141		1	Overhead Console Position 7 = Blank
142	30010500	1	LOWER COMMAND CONSOLE, L9 & X12
			<p>Lower Command Console (9L & 12L engines):</p> 
143		1	Lower Command Console Finish: Black Urethane.
144		1	Lower Console Panel's Finish: Black Wrinkle.
145		1	Lower Console Position 1 = Pump and transmission shifters
146		1	<p>Lower Console Position 2 = Switches</p> <ol style="list-style-type: none"> 1. Jake Brake on/off 2. Jake Brake Hi/Med/Low 3. High Idle 4. Siren/Horn 5. Siren Brake
147		1	Lower Console Position 3 = Park brake, Driver's power point, Officer's power point, Siren head (low)
148		1	Lower Console Position 4 = Blank
149		1	<p>Lower Console Position 5 = Switches</p> <ol style="list-style-type: none"> 1. Master Emergency 2. Q2B 3. Siren Brake
150	30010710	1	CAB PUMP SHIFTER, AIR (FOR HALE G-SERIES / WATEROUS C20 PUMP TRANSMISSION)

Line	Item #	Qty	Item Description/Comments
151	30011000	1	PUMP INTERLOCK, NOT CONNECTED WITH ODOMETER
152	29930200	1	MAPBOOK SLOT ON BREAKER PANEL
153	29910100	1	PROGRAMMABLE LOAD MANAGER, CLASS-1 SUPERNODE II
154	30031100	1	HIGH IDLE SWITCH
155	30031775	1	12V POWER POINTS, (2)
156		1	<i>Power Point Location #1: Lower Console Position 3, Driver's corner.</i>
157		1	<i>Power Point Location #2: Lower Console Position 3, Officer's corner.</i>
158	30031802	1	12V DUAL PORT USB POWER POINTS, (2)
159		1	<i>USB Power Point Location #1: Lower Console Position 3, Driver's corner.</i>
160		1	<i>USB Power Point Location #2: Lower Console Position 3, Officer's corner.</i>
161	11040000	1	CAB ACCESSORY FUSE PANEL
162	84541540	1	POWER & GROUND STUDS, UPPER COMMAND CONSOLE
163		1	<i>Requirements (AMPS) for Power/Ground Studs in Lower Command Console: (1) 12-volt 60-amp, direct to the battery. (1) 12-volt 30-amp controlled by the ignition switch. (1) 12-volt 125-amp ground.</i>
164	84541545	1	POWER & GROUND STUDS, LOWER COMMAND CONSOLE
165		1	<i>Requirements (AMPS) for Power/Ground Studs in Lower Command Console: (1) 12-volt 60-amp, direct to the battery. (1) 12-volt 30-amp controlled by the ignition switch. (1) 12-volt 125-amp ground.</i>
166	84541550	1	POWER & GROUND STUDS, UNDER OFFICER'S SEAT
167		1	<i>Requirements (AMPS) for Power/Ground Studs Under Officers Seat: (1) 12-volt 40-amp controlled by the battery switch. (1) 12-volt 60-amp controlled by the ignition switch. (1) 12-volt 60-amp, direct to the battery. (1) 12-volt 100-amp ground.</i>
168	30110000	1	VEHICLE DATA RECORDER, AKRON/WELDON
169	33510030	1	INTERIOR CAB LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
170	34010030	1	INTERIOR CREW LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
171	28010750	1	DEFROSTER, HEATER & A/C, SEVERE CLIMATE (TM-31)
172	28090003	1	HEAT TO FEET
173	28030500	1	DEFROSTER DUCTWORK, ENTIRE WINDSHIELD
174	11031687	1	TOP HEAT/AC STORAGE, TOOL MOUNTING PLATE, 25" x 19.5"

Line	Item #	Qty	Item Description/Comments
175	38510400	1	DRIVER'S SEAT, USSC VALOR, AIR RIDE, ABTS
176	38320000	1	HELMET STORED IN COMPARTMENT
177	39010400	1	OFFICER'S SEAT, USSC VALOR, ABTS SCBA
178	39030030	1	OFFICER'S SEAT COMPT, FRONT DOOR W/LOCKING LATCH
179	38320000	1	HELMET STORED IN COMPARTMENT
180	39521310	1	CREW SEAT 1, USSC VALOR, ABTS SCBA
181	38320000	1	HELMET STORED IN COMPARTMENT
182	39521311	1	CREW SEAT 2, USSC VALOR, ABTS SCBA
183	38320000	1	HELMET STORED IN COMPARTMENT
184	39521710	1	CREW SEAT 3, USSC VALOR, ABTS SCBA FLIP-UP BASE
185	38320000	1	HELMET STORED IN COMPARTMENT
186	39521711	1	CREW SEAT 4, USSC VALOR, ABTS SCBA FLIP-UP BASE
187	38320000	1	HELMET STORED IN COMPARTMENT
188	39550200	1	SEAT COLOR, BLACK
189	39610115	5	SCBA BRACKETS, IMMI SMART DOCK (5)
190	11031740	1	OVERHEAD STORAGE, FRONT OF 10" RR W/NET
191	30080150	1	HD STEREO, JENSEN, AM/FM/WB/BT
192		1	<i>Stereo to have recessed speakers above driver and officer</i>
193	84561010	1	CAMERA SYSTEM, FRC, INVIEW TRUEVIEW, SINGLE CAMERA (WIRED)
194		1	<i>Camera Mounting Location Rear of Body.</i>
195		1	<i>Camera Monitor Mounting Location Below Overhead Command Console Position 3.</i>
196	11088888	1	SPECIAL ITEM, HAAS Alert
197		1	<i>Install a Code3 HAAS Alert system</i>
PUMP & PLUMBING			
198	60080022	1	PUMP, HALE QMAX XS 2000 GPM SINGLE STAGE
199	60025000	1	GEARBOX, HALE, G-SERIES, REAR MOUNTED

Line	Item #	Qty	Item Description/Comments
200	60025950	1	PUMP GEARBOX YOKE, 1710
201	60026000	1	PUMP PACKING, HALE
202	60031005	1	ALLOY ANODES, HALE (2)
203	60035123	1	PUMP TEST, THIRD PARTY TESTING
204	61510000	1	AUXILIARY COOLER (HEAT EXCHANGER)
205	62010002	1	STAINLESS STEEL PIPING
206	66090010	1	3" TANK-TO-PUMP W/CHECK VALVE
207	61729120	1	VALVE, AKRON, HEAVY DUTY
208	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
209	73090001	1	TANK FILL 2"
210	61729120	1	VALVE, AKRON, HEAVY DUTY
211	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
212	61090003	1	PRESSURE GOVERNOR, CLASS 1 TPGJ1939
213	61290020	1	INTAKE PRESSURE CONTROL, TFT A1860
214	63021500	1	6" MAIN SUCTION, LEFT SIDE
215	65090000	1	2.5" LEFT SIDE INLET
216	61729120	1	VALVE, AKRON, HEAVY DUTY
217	61770905	1	ACTUATOR, VALVE, SWING CONTROL
218	60036010	1	THREADS, NST
219	63025500	1	6" MAIN SUCTION, RIGHT SIDE
220	64090000	1	2.5" RIGHT SIDE INLET
221	61729120	1	VALVE, AKRON, HEAVY DUTY
222	61770905	1	ACTUATOR, VALVE, SWING CONTROL
223	60036010	1	THREADS, NST
224	65540500	1	SUCTION EXTENSION FOR FUTURE WITH BLANK OFF PLATE, OFFICER'S SIDE
225	70525900	1	2.5" DISCHARGE, LEFT - POSITION 1

Line	Item #	Qty	Item Description/Comments
226	61729120	1	VALVE, AKRON, HEAVY DUTY
227	61770915	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR
228	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
229	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
230	60036010	1	THREADS, NST
231	70525900	1	2.5" DISCHARGE, LEFT - POSITION 2
232	61729120	1	VALVE, AKRON, HEAVY DUTY
233	61770915	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR
234	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
235	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
236	60036010	1	THREADS, NST
237	71025905	1	3" DISCHARGE, RIGHT - POSITION 3
238	61729160	1	VALVE, AKRON, SLOW CLOSE
239	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
240	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
241	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
242	60036010	1	THREADS, NST
243	71025900	1	2.5" DISCHARGE, RIGHT - POSITION 4
244	61729120	1	VALVE, AKRON, HEAVY DUTY
245	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
246	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
247	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
248	60036010	1	THREADS, NST
249	71990000	1	DISCHARGE 2.5" FRONT/LEFT OF MAIN HOSEBED
250	61729120	1	VALVE, AKRON, HEAVY DUTY
251	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1

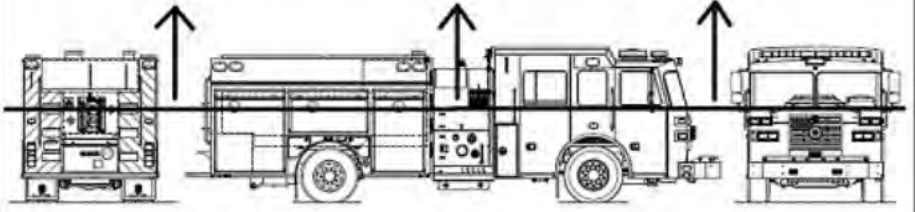
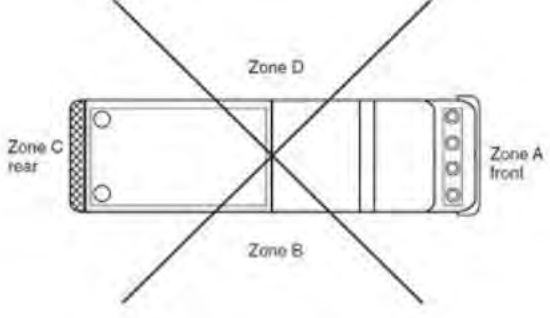
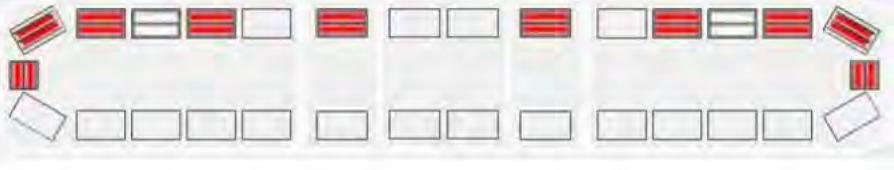
Line	Item #	Qty	Item Description/Comments
252	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
253	61810160	1	DISCHARGE TERMINATION, STRAIGHT
254	60036010	1	THREADS, NST
255	72290000	1	1.5" FRONT BUMPER DISCHARGE, 2" PLUMBING
256		1	<i>Front Bumper Swivel Location/Side = Driver's side.</i>
257		1	<i>Front Discharge Swivel Location/Trough = In Trough.</i>
258	61729120	1	VALVE, AKRON, HEAVY DUTY
259	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
260	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
261	60036010	1	THREADS, NST
262	72590002	1	DECK GUN DISCHARGE 3"
263	61729160	1	VALVE, AKRON, SLOW CLOSE
264	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
265	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
266	72570100	1	DECK GUN TERMINATION, THREADED
267		1	<i>Make/Model of Dealer or Customer Supplied Deck Gun Monitor = TBD @ Pre-Con.</i>
268	72570200	1	EXTEND-A-GUN, TASK FORCE TIPS XG18, MANUAL
269	72890005	1	CROSSLAY, ONE 2.5" & SPEEDLAYS, TWO 2" W/SWIVELS & POLY LIFT-OUT TRAYS
270		1	<i>Crosslay Hose Load Requirement = None</i>
271	61729120	3	VALVE, AKRON, HEAVY DUTY (3)
272	61770900	3	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 (3)
273	77090000	3	GAUGE, DISCH, CLASS 1 2.5" (3)
274	60036010	3	THREADS, NST (3)
275	72910805	1	COVERS, ALUM/VINYL FOR CROSSLAY/SPEEDLAY
276		1	<i>Crosslay/Speedlay Side Covers Color = Black.</i>
277	72932201	1	COVER FASTENERS, BUNGIE CORDS WITH RED TAB

Line	Item #	Qty	Item Description/Comments
278		1	<i>Specify details for side covers: Number of flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = TBD @ Pre-Con.</i>
279	61742000	1	MASTER PUMP DRAIN, MULTIPOINT
280	61790510	11	DRAIN VALVES, HALE, LIFT-UP (11)
281	73531425	1	FOAM TANK 30 GALLON BUILT INTO BOOSTER TANK
PUMP PANEL			
282	74914130	1	PRG SM3 - SIDE MOUNT PUMP PANEL (CROSSLAY/SPEEDLAYS)
283	74928100	1	PUMP MODULE LENGTH, 44"
284	74929130	1	HALE PUMP MODULE CONFIGURATION, SIDE MOUNT, CROSSLAY W/ SPEEDLAYS
285	74930710	1	PANEL FINISH, BRUSHED STS 14 GAUGE (PRG)
286		1	<i>Pump Panel Label Verbiage Standard = Yes.</i>
287	74931055	1	COLOR CODING (PRG)
288		1	<i>Color Coding Standard = Yes.</i>
289	74931290	1	PUMP MODULE FRAMEWORK, SWIRL FINISH
290	74931390	1	PUMP FINISH, PAINTED BY PUMP MFG
291	74931590	1	PLUMBING FINISH, NON-PAINTED
292	74931690	1	EXTERIOR DUNNAGE AREA PANEL, BRUSHED STS
293	75590010	1	PUMP OPERATOR LIGHTS, LED (PRG)
294	75590110	1	PUMP PANEL LIGHTS OFFICER'S SIDE, LED (PRG)
295	75588888	1	SPECIAL ITEM, REMOTE MOUNT PRIMER
296		1	<i>Remount mount primer in case front suction is added.</i>
297	76090002	1	PUMP PANEL GAUGES & CONTROLS (PRG)
298	60090030	1	PUMP PRIMER, TRIDENT, AIR
299	60028310	1	(1) PRIMER BUTTON - MAIN SUCTION
300	76025110	1	COMPRESSION FITTINGS ON AIR SYSTEM (PRG PUMP MODULE)
301	76030900	1	HALE TRV-L THERMAL RELIEF VALVE WITH LIGHT AT PUMP PANEL
302	76031900	1	AIR HORN PUSH BUTTON SWITCH ON PUMP PANEL

Line	Item #	Qty	Item Description/Comments
303	76590000	1	GAUGES, MASTER, CLASS 1 4.5" (PRG)
304	77590000	1	GAUGE, WATER LEVEL, CLASS 1, INTELLI-TANK ITL-4
305	77590040	1	GAUGE, FOAM LEVEL, CLASS 1, INTELLI-TANK ITL-4
WATER TANK			
306	83525200	1	WATER TANK BRAND, UPF
307	83590005	1	WATER TANK, 1000 GAL, POLY
BODY			
308	80189520	1	BODY G2 - ALUM 40/51 LAD CHUTE
309	80089500	1	BODY SUBFRAME, PROGRAM 1 PUMPER
310	80245999	1	UPPER HATCH COMPARTMENTS - NOT PROVIDED
311	10310302	1	BODY COMPARTMENTS
BODY COMPARTMENTS			
312	81130200	1	ADJUSTABLE SHELF [L1] (1)
313	80250100	2	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [L1] (2)
314	81130200	1	ADJUSTABLE SHELF [L2] (1)
315	80250100	2	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [L2] (2)
316	81130200	1	ADJUSTABLE SHELF [L3] (1)
317	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [L3] (1)
318	81130200	1	ADJUSTABLE SHELF [R1] (1)
319	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [R1] (1)
320	81130200	1	ADJUSTABLE SHELF [R2] (1)
321	80250100	2	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [R2] (2)
322	81130200	1	ADJUSTABLE SHELF [R3] (1)
323	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [R3] (1)
324	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [A1] (1)
325		1	<i>Turtle Tile Color = Black</i>
326	81165705	1	UNISTRUT TRACK IN COMPTS

Line	Item #	Qty	Item Description/Comments
327	80290026	1	COMPT DOORS, AMDOR ROLL-UP, PAINTED
328	80225100	1	REAR COMPT DOOR (A1) AMDOR ROLL-UP, SATIN FINISH
329	80230300	1	COMPT INTERIOR FINISH, SMOOTH
330	84531215	1	COMPT LIGHTING, TECNIQ LED E44 LIGHT STRIPS, 2 PER COMPT
BODY EXTERIOR			
331	81380000	1	HOSEBED W/REMOVABLE ALUMINUM FLOORING
332		1	<i>List the Hose Bed Hose Load Req. = None</i>
333	81330115	1	LOWER HOSEBED 15.5 INCHES, CENTER ONLY (PRG)
334	81410000	1	COVER, VINYL, MAIN HOSE BED
335		1	<i>Hosebed Cover Color = Black.</i>
336	81440200	1	COVER FASTENERS, BUNGIE CORDS WITH ORANGE TAB
337		1	<i>Specify number of rear flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = TBD @ Pre-Con.</i>
338	81330300	1	HOSE BED DIVIDER, ADJ (1)
339	81332015	1	HOSEBED LIGHTING, FRONT, TECNIQ E44 LED LIGHT STRIP
340	81332115	1	HOSEBED LIGHTING, SIDES, TECNIQ E44 LED LIGHT STRIPS
341	81910100	1	HANDRAILS, KNURLED STS
342	82290010	1	STEPS, FRONT BODY, IC FOLD DOWN W/LIGHT
343		1	<i>Step Light Color = Blue.</i>
344	82390001	1	STEPS, REAR BODY (14x11 & 14x8)
345	82510000	1	RUB RAILS, ANODIZED ALUM
346	83010050	1	ALUMINUM TREADPLATE (ALUM PPR, PRG1, C-SER, TANKER)
347	83030350	1	REAR STEP/TAILOBOARD CORNERS, 45 DEGREE (PRG1)
348	80290051	1	8 SCBA CYLINDER COMPTS (2 TRIPLE-FMI, 2 SINGLES-SIG4)
349		1	<i>Triple Bottle Compartment Location = Triple Bottle Compartments = Front of wheel well each side Single Bottle Compartments = Rear of wheel well each side</i>
350	80290310	2	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT (2)
351	80290420	2	DOOR FINISH, BRUSHED STAINLESS, TRIPLE SCBA COMPT (2)

Line	Item #	Qty	Item Description/Comments
352	88520300	1	DELETE 6" SUCTION HOSE
353	88540550	1	DELETE STD SUCTION HOSE MTG
354	88550300	1	STRAINER NOT PROVIDED
355	83030705	1	REAR FENDERS, ALUMINUM TREADPLATE
356	89011500	1	ALCO-LITE PEL-24 24'2 SEC & PRL-14 14' ROOF & 10' FOLDING
357	89590002	1	LADDER CHUTE W/BACKBOARD STORAGE & PIKE POLE STORAGE
358	89520210	1	LADDER ENCLOSURE, DIAMONDPLATE DOOR
ELECTRICAL			
359	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED
360	84511100	1	BODY ELECTRICAL DESCRIPTION
361	84520000	1	BACK UP ALARM, ECCO SA917
362	85010302	1	TAILLIGHTS, WHELEN 600 SERIES, LED STOP/TAIL/TURN/REVERSE, QUAD HOUSING (PAIR)
363		1	<i>Tail Light Housing Color = Chrome.</i>
364	85110100	1	ICC LIGHTS, LED
365	85510200	1	STEP LIGHTS, LED, REAR BODY & WHELEN 2G AT PUMP PANEL
366	85710010	1	UNDERCARRIAGE GROUND LIGHTS, TRUCK-LITE #44042C LED
367	86520300	1	REAR WORK LIGHTS, (2) FIRETECH WL-2000-F-B, LED
368	86600000	1	OPTICAL WARNING SYSTEM, UPPER (PUMPER)

Line	Item #	Qty	Item Description/Comments
			<p style="text-align: center;">UPPER WARNING SYSTEM (FROM BOTTOM OF WINDSHIELD UP)</p>  <p style="text-align: center;">Side Warning Zones Explained (Looking down on truck from sky)</p> 
369	86610120	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 12 MODULES
			
370		1	Zone A, Upper Lightbar Color / Details = Color = 12 Red, 2 White Lens Color = Clear
371	86699999	1	UPPER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), COVERED BY ZONES A & C
372	86710105	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED BEACONS, L31 (PAIR)
373		1	Zone C, Upper Rear Beacon Color/Details = Color = Red Lens Color = Red
374	86899999	1	UPPER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), COVERED BY ZONES A & C
375	87100000	1	OPTICAL WARNING SYSTEM, LOWER (PUMPER)

Line	Item #	Qty	Item Description/Comments
			<p>LOWER WARNING SYSTEM (FROM BOTTOM OF WINDSHIELD DOWN)</p> <p>Side Warning Zones Explained (Looking down on truck from sky)</p> <p>Zone D</p> <p>Zone C rear</p> <p>Zone A front</p> <p>Zone B</p>
376	87110110	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN 600 SUPER LED, 60*02F*R (QTY 4)
377		1	<i>Zone A, Lower Warning Light Color, Lens Color, Details = Color = Red Lens Color = Red</i>
378	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)
379		1	<i>Zone A, Lower - Front, Mounting Location = (2) Warnings in top headlight housing, each side.</i>
380	87210100	1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 2), ION T-SERIES LED, TLI* (QTY 1)
381		1	<i>Zone B, Lower Officer's Side Warning Light Color, Lens Color, Details = Red with Red Lens</i>
382	87812110	1	LOWER, ZONE B - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
383		1	<i>Zone B, Lower - Officer's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. -(1) Warning Light near the rear Axle. -(1) Warning Light near the rear corner of the Apparatus. -Reference Shop Order Drawing for lights and placement.</i>
384	87310100	1	LOWER WARNING LIGHTS, ZONE C (REAR), WHELEN 600 SUPER LED, 60*02F*R (QTY 2)
385		1	<i>Zone C, Lower Rear Warning Light Color, Lens Color, Details = Red with Red Lens</i>
386	87410100	1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 2), ION T-SERIES TLI* (QTY 1)
387		1	<i>Zone D, Lower Officer's Side Warning Light Color, Lens Color, Details = Red with Red Lens</i>

Line	Item #	Qty	Item Description/Comments
388	87814110	1	LOWER, ZONE D - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
389		1	<i>Zone D, Lower - Driver's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. -(1) Warning Light near the rear Axle. -(1) Warning Light near the rear corner of the Apparatus. -Reference Shop Order Drawing for lights and placement.</i>
390	88390902	1	SCENE LIGHT, FRC SPECTRA 20K, 12V LED, BROW (1)
391	88390950	4	SCENE LIGHT, FRC SPECTRA 900, 12V LED, SURFACE MOUNT (4)
392		1	<i>Scene Light Housings Color = White. Location = (1) Each side of cab and (1) over the L1 and R1 compartments.</i>
PAINT & FINISH			
393	89910010	1	CORROSION REDUCTION PROGRAM (PROPOSALS)
394	90010020	1	PAINT SCHEME
395	90030004	1	PAINT, SINGLE TONE
396		1	<i>Single Tone Paint Color = Red.</i>
397	90030154	1	PAINT FRAME RAILS & BODY REAR DROP - BLACK
398	90030190	1	TEXTURED FRAME RAIL COATING
399	90030015	1	A/C CONDENSER PAINTED ROOF COLOR
400		1	<i>Note Paint AC Condenser Color = Roof Color</i>
401	90510100	1	LETTERING, NOT PROVIDED
402	90530305	1	BASIC 22KT GOLD FIRE DEPT EMBLEMS (Pair)
403		1	<i>Graphics to be approved by someone in Marketing or Sales for all trucks</i>
404	90610200	1	6" SCOTCHLITE STRIPE AROUND TRUCK
405	90630405	1	MITER EDGED "Z" STRIPE
406	90630100	2	1" SCOTCHLITE STRIPE ABOVE OR BELOW - EACH (2)
407	90680120	1	CHEVRON STRIPING, REAR BODY OUTBOARD, REFLEXITE
408		1	<i>Chevron Striping, Rear Body Color = #030 Red Transparent & #L2 Fluorescent Lime.</i>
409		1	<i>List Special Lettering/Striping Details = None</i>
EQUIPMENT			
410	91010000	1	MISC EQUIP - (1) PINT TOUCH-UP PAINT, STAINLESS STEEL NUTS & BOLTS
411	91030700	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD W/ SQCH-44H HOLDERS

Line	Item #	Qty	Item Description/Comments
412		1	<i>Wheel Chock Mounting Locations = Under L1 Compartment</i>
COMPLETION & WARRANTY			
413	99010000	1	MANUALS (1-PRINTED & 1-USB) WITH DVD
414	99031105	1	PICK-UP UNIT AT FACTORY
415	99520110	1	WARRANTY, ONE YEAR
416	99521100	1	WARRANTY, FRAME, LIFETIME
417	99521200	1	WARRANTY, CAB STRUCTURAL, 10 YR.
418	99521300	1	WARRANTY, BODY STRUCTURAL, 10 YR.
419	99521400	1	WARRANTY, PAINT, 10 YR.
420	99521900	1	WARRANTIES, MAJOR VENDOR COMPONENTS

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING THE PURCHASE OF A CERTAIN VEHICLE FOR THE CICERO POLICE DEPARTMENT OF THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Cicero Police Department (the “Department”) protects the public by responding to criminal activity and other emergencies; and

WHEREAS, to ensure the execution of their duties, it is necessary for the employees of the Department to have functional vehicles; and

WHEREAS, to ensure the continued efficient operation of the Department, the Superintendent of Police (the “Superintendent”) has determined that the Department is in need of a transport van and additional equipment and accessories (collectively, the “Vehicle”), as more fully specified in Group Exhibit A, attached hereto and incorporated herein; and

WHEREAS, Hawk Ford (“Hawk”) has provided the Town with a proposal for the purchase of the Vehicle (the “Proposal”); and

WHEREAS, the Proposal sets forth the cost of the purchase of the Vehicle at Sixty-Three Thousand Three Hundred and Ninety-Five U.S. Dollars (\$63,395.00); and

WHEREAS, based on the Department’s Recommendation, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) deem it advisable and necessary for the operation of the Department and the health, safety, and welfare of the residents of the Town to take all steps necessary to purchase the Vehicle in accordance with the terms of the Proposal; and

WHEREAS, the President is authorized to enter into and the Town Attorney (the “Attorney”) is authorized to revise agreements for the Town making such insertions, omissions, and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 1.00 Incorporation Clause.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this Ordinance are full, true, and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

Section 2.00 Purpose.

The purpose of this Ordinance is to authorize the purchase of the Vehicle in accordance with the terms of the Proposal and to authorize the President or his designee to take all necessary steps to effectuate the intent of this Ordinance.

**ARTICLE II.
AUTHORIZATION**

Section 3.00 Authorization.

The Town Board hereby authorizes the purchase of the Vehicle, in accordance with the terms of the Proposal. The Town Board further authorizes and directs the President or his designee to execute any and all necessary documentation to effectuate the same, with such insertions, omissions, and changes as shall be approved by the President and the Town Attorney; and ratifies any additional actions taken to effectuate the intent of this Ordinance. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. To the extent that competitive bidding would be applicable to the purchase of the Vehicle, the same is hereby waived.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

Section 4.00 Headings.

The headings of the articles, sections, paragraphs, and subparagraphs of this Ordinance are inserted solely for convenience of reference and form no substantive part

of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

Section 5.00 Severability.

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 6.00 Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 7.00 Publication.

A full, true, and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

Section 8.00 Effective Date.

This Ordinance shall be effective and in full force immediately upon passage and approval.

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				

APPROVED by the President on _____, 2022

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

GROUP EXHIBIT A



Town of Cicero **POLICE** DEPARTMENT

4901 W Cermak Road
Cicero, Illinois 60804
T - (708)652-2130 x370
F - (708)863-5309

Thomas P. Boyle

Superintendent of Police

To: Maria Punzo-Arias, Town Clerk

From: Thomas P Boyle, Superintendent of Police

Cc: Larry Dominick, Town President
Michael Delgado, Town Attorney
David Gonzalez, Town of Cicero- Chief Financial Officer
Dominick Schullo, Asst. Deputy Supt-Div. of Administration-Police Department

Date: October 25, 2022

Re: Funds Request 2022 Vehicle Purchase- Police Transport Van (base unit/platform)

This document is an official request for the issuance of a check/disbursement of funds for the purchase of the below listed item which was approved at the October 25, 2022 Town of Cicero Board Meeting.

Item:

One (1) 2022 - Ford 350 HD HR Transit Van – White in color @ **\$63,395.00** (includes market adjustment)

Vendor/ Check Information:

Hawk Ford
6100 West 95th Street
Oak Lawn, IL 60453

Amount: **\$63,395.00** **

Respectfully,

Thomas P Boyle
Superintendent of Police



Town of Cicero **POLICE** DEPARTMENT

4901 W Cermak Road
Cicero, Illinois 60804
T - (708)652-2130 x370
F - (708)863-5309

Thomas P. Boyle

Superintendent of Police

To: President Larry Dominick and the Board of Trustees

From: Thomas P Boyle, Superintendent of Police [REDACTED]

Cc: Michael Delgaldo, Town Attorney
David Gonzalez, Town Chief Financial Officer

Date: October 20, 2022

Re: Police Transport Van Purchase

This document is an official request to purchase the below-described vehicle for the platform of a new police transport van to replace for everyday transport use our existing eight-plus-year-old transport van (2014 Ford F-350 Cargo Van). The current transport van will be retained for secondary use but due to age and mileage (current mileage: 193922) is no longer suitable for everyday patrol and transport use.

Item:
2022 350 HD HR Ford Transit Van

Quantity:
1 (one)

Cost:
\$53,395.00 *

Total Cost:

\$63,395.00 (with market adjustment added)**

Vendor:
Hawk Ford
6100 West 95th Street
Oak Lawn, IL 60453

*Represent the MSRP for the vehicle

**Represents \$10,000 over MSRP for "market adjustment"



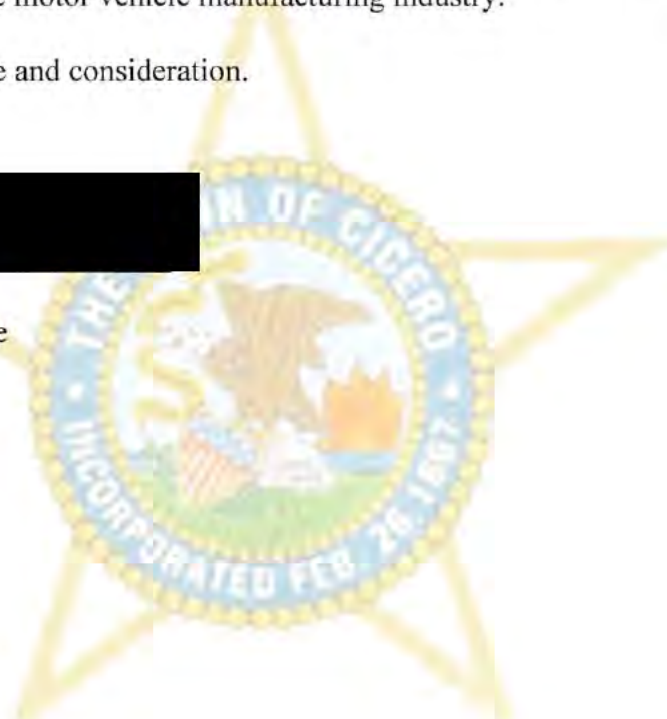
This purchase over MSRP and outside the Illinois Municipal Purchasing Program is due to the ongoing and known lack of inventory on this specialty vehicle and the market rates currently available. This vehicle is not readily available and is not expected to be readily available in the known future based on information received from our IMPP representative (Currie Motors-Mr. Tom Sullivan). Thus the need to go outside IMPP and at the same time pay the current premium price.

If approved, the purchased vehicle will then require up-fitting prior to being placed in service. However, the approval is time sensitive due to the current extreme "supply and demand" situation in the motor vehicle manufacturing industry.

Thank you for your time and consideration.

Respectfully,

Thomas P Boyle
Superintendent of Police



KAN-000610 IL

9-NORMA1, SB, 200610, NND92 13299 120220817 2189

DEC CERT CERT CERT TRD RAMP BUNK CAMP BODORXX LINDA

007572 117784305 NKA85408 NB

Go Further
ford.com

VEHICLE DESCRIPTION
TRANSIT
2022 350 HD HR CARGO RWD
146" WHEELBASE
3.5L ECOBOOST V6 (GAS)
10-SPEED TRANSMISSION

NK A85408

EXTERIOR
OXFORD WHITE
INTERIOR
DARK PALAZZO GRAY VINYL

California Air Resources Board Gasoline Vehicle

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/eps_label.

Protect the environment. Choose vehicles with higher ratings:

Greenhouse Gas Rating (tailpipe only) **Smog Rating** (tailpipe only)

A+ C D
Cleaner

- STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE**
- EXTERIOR**
- AUXILIARY FUEL PORT
 - BODY SIDE MOLDINGS - BLACK
 - BUMPERS - CARBON BLACK
 - FULL SIZE SPARE TIRE/WHEEL
 - HEADLAMP COURTESY DELAY
 - WIPERS - RAIN-SENSING
- INTERIOR**
- AIR CONDITIONING
 - ASSIST HANDLES - A-PILLAR
 - CENTER CONSOLE
 - INTERIOR LIGHTING - LED
 - LOCKING GLOVE BOX
 - POWERPOINT - 12V (FRONT)
 - STEERING - TELESCOPIC
 - TACHOMETER
- FUNCTIONAL**
- AUTO HIGH-BEAM HEADLAMPS
 - ELECTRONIC PWR ASST STEER
 - FORDPASS™ CONNECT 4GWI-FI
 - HOTSPOT TELEMATICS MODEM
 - FORWARD COLLISION WARNING
 - HILL START ASSIST
 - LANE-KEEPING SYSTEM
 - POST-COLLISION BRAKING
 - PRE-COLLISION ASSIST WARN
 - REAR VIEW CAMERA
 - W/ TRAILER HITCH ASSIST
 - SELECTABLE DRIVE MODES
 - SIDE-WIND STABILIZATION
- SAFETY/SECURITY**
- 3 POINT SAFETY BELTS
 - ADVANCEDTRAC™ WITH RSC®
 - AIRBAGS II FRONT, SIDE AND SAFETY CANOPY'S SYSTEM
 - BRAKES - 4 WHEEL DISC W/ABS
 - SECURELOCK ANTI-THEFT SYS
 - 80S POST-CRASH ALERT SYS™
 - TIRE PRESSURE MONIT SYS
- WARRANTY**
- 3YR/50,000 BUMPER / BUMPER
 - 5YR/100,000 POWERTRAIN
 - 5YR/100,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE	(MSRP)	PRICE INFORMATION	(MSRP)
OPTIONAL EQUIPMENT/OTHER		BASE PRICE	\$48,585.00
PREFERRED EQUIPMENT PKG 101A	1,775.00	TOTAL OPTIONS/OTHER	2,115.00
3.5L ECOBOOST V6 (GAS)	NO CHARGE	TOTAL VEHICLE & OPTIONS/OTHER	\$1,700.00
3.73 NON-LIMITED SLIP AXLE	NO CHARGE	DESTINATION & DELIVERY	1,865.00
FRONT LICENSE PLATE BRACKET	NO CHARGE		
10006 GVWR PACKAGE	NO CHARGE		
90 STATE EMISSIONS	180.00		
SHORT-RANGE PWR HEAT MIRRORS	280.00		
RADIO - SYNC4, 4" SCH	325.00		
CRUISE CONTROL	NO CHARGE		
SINGLE BATTERY 70 AMP/48V	575.00		
LOAD AREA PROTECTION PKG			
VINYL F/R FLOOR COVERING			

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.

53395
+ 10,000 MARK ADJUSTMENT
\$63,395

FordPass Connect

Download the FordPass™ app and you can:

- Access Vehicle Control Features:
- Remotely start, lock and unlock your vehicle
- Locate your vehicle and check approximate fuel range
- Receive vehicle health alerts

Activate 4G LTE Wi-Fi Hotspot

- New vehicles include a 3-month or 3GB data (whichever comes first) Wi-Fi trial.
- Connect up to ten Wi-Fi-enabled devices.

FORD PROTECT

Build on Ford Protect! The only scheduled service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.ford.com/protect.

RAMP USE	CR15	CONVOY	41-6412 D/T 80	TOTAL MSRP \$53,395.00
RAMP TAG				Whether you decide to lease or finance your vehicle, you'll find the choice that's right for you. See your dealer for details or visit www.ford.com/finance .
				SPECIAL ORDER HH982 N RED 2X 345 000610 08 09 22

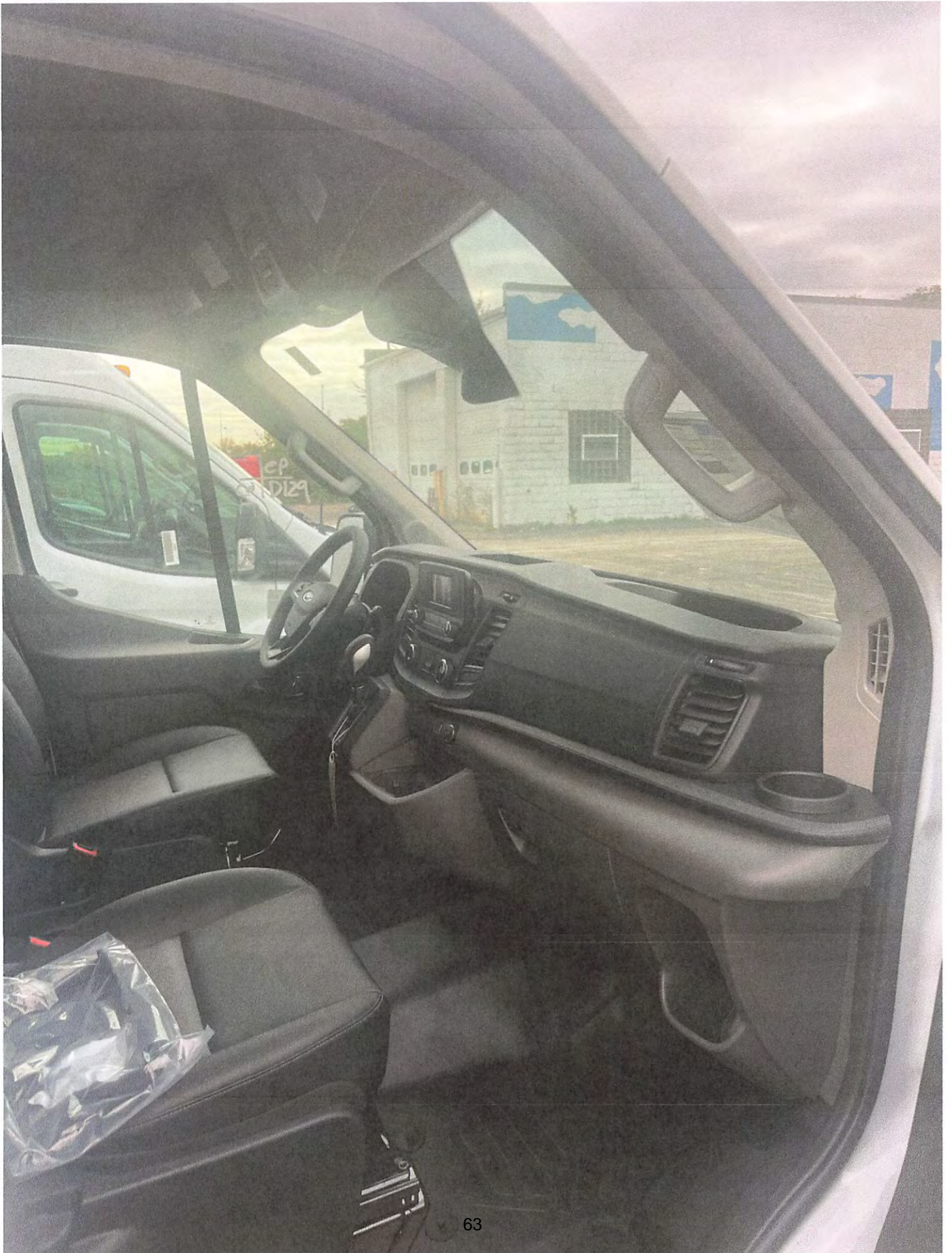
1FTR84G0SKA85408

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

1202208172189

10/20/2022











6100 W. 95th Street
Oak Lawn, IL 60453

Nick Ristich
Sales Consultant

nristich@hawkford.com
www.hawkford.com

(708)-599-6000
FAX: (708)-599-8728
CELL: [REDACTED]





Purchase Agreement

Nick Ristich
 Hawk Ford of Oak Lawn
 6100 W 95th St
 Oak Lawn, IL 60453

Buyer	Co-Buyer	Vehicle
Town Of Cicero (no name) 4949 W CERMAK RD CICERO, IL 60804 C: (708) 982-3707 dschullo@thetownofcicero.com		2022 Ford Transit-350 Cargo w/10,360 lb. GVWR VIN: 1FTRS4XG5NKA85408 Stock #: G0709 Mileage: Color:

Purchase Details	
Sales Price:	\$62,915.76
Accessories:	\$0.00
Service Contract:	\$0.00
Government Fees:	\$155.00
Proc/Doc Fees:	\$324.24
Total Taxes	\$0.00
Total Sales Price:	\$63,395.00
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
Cash Price:	\$63,395.00

X

 Customer Signature

X

 Manager Signature

 Date

 Date

Disclaimer:
 For well qualified buyers

Printed 10/20/22 1:59 PM

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A PARKING STALL SIZE VARIANCE FOR THE
PROPERTY COMMONLY KNOWN AS 1500 SOUTH 50th AVENUE, CICERO,
ILLINOIS**

**Published in pamphlet form
by the authority of the President
and the Board of Trustees of the
Town of Cicero**

Date of Publication: _____

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A PARKING STALL SIZE VARIANCE FOR THE
PROPERTY COMMONLY KNOWN AS 1500 SOUTH 50th AVENUE, CICERO,
ILLINOIS**

WHEREAS, the property located at 1500 South 50th Avenue, Cicero, Illinois (the “Property”) is located in the R-1 zoning district in the Town of Cicero (the “Town”); and

WHEREAS, Cicero Public School District 99 (the “Applicant”) submitted a request to the Town seeking a parking stall size variance to allow for the use of parking spaces measuring nine feet (9’) by twenty feet (20’) to meet the off-street parking requirements for Roosevelt Elementary School, which is located on the Property; and

WHEREAS, the Town’s Zoning Ordinance of 1977, as amended (the “Zoning Ordinance”), requires that all on-site parking spaces be at least ten feet (10’) by twenty feet (20’); and

WHEREAS, the Applicant therefore submitted a request to the Town for the aforementioned parking stall size variance (the “Zoning Relief”); and

WHEREAS, the Town’s Zoning Board of Appeals (the “ZBA”) held a public hearing (the “Hearing”), pursuant to proper notice, on the Applicant’s request for the Zoning Relief; and

WHEREAS, based on the testimony given at the Hearing, the ZBA made certain findings of fact and conclusions, and recommendations which included granting the Zoning Relief to allow for a parking stall size variance reducing the required stall size to nine feet (9’) by twenty feet (20’) at the Hearing with respect to the requested Zoning Relief and a recommendation to the Town Board that the Zoning Relief be granted (collectively, the “Findings and Recommendation”); and

WHEREAS, a copy of the Findings and Recommendation is attached hereto as Exhibit A and is incorporated herein by reference as if set forth in full; and

WHEREAS, the Town Board has determined that granting the Zoning Relief is in the best interests of the Town and is in furtherance of the public health, safety, and welfare;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, in the exercise of its home rule powers as follows:

Section 1. Recitals. The foregoing recitals are herein incorporated and made a part of this Ordinance as if fully set forth herein.

Section 2. Grant of Parking Stall Size Variance; Conditions. The Board of Trustees of the Town (the “Town Board”) concurs with and adopts the Findings and Recommendation and, in accordance with the findings and conclusions stated therein, hereby grants the requested Zoning Relief, subject to the conditions contained in the Findings and Recommendation. The term of the

Zoning Relief shall be until the Applicant transfers, leases or otherwise assigns his interest in the Property, and upon the occurrence of any of those transactions, the Zoning Relief granted hereunder shall terminate.

Section 3. Savings Clause. This Ordinance shall not affect suits pending or rights existing at the time this Ordinance takes effect. Such suits and rights shall continue in full force to the same extent and with like effect as if this Ordinance be taken, construed, or held to avoid or impair any cause of action now existing under any ordinance of the Town, or any amendment thereto, but as to any consideration of action now existing, such ordinance and amendment thereto, shall be continued in full force and effect.

Section 4. Effective Date. This Ordinance shall be in full force and effect upon its passage and publication as provided by law.

Passed this _____ day of _____, 2022.

Larry Dominick, President

ATTEST:

Maria Punzo-Arias, Town Clerk

Date of Passage:

Date of Publication:

EXHIBIT A

FINDINGS AND RECOMMENDATION



FINDINGS OF FACT AND RECOMMENDATION OF THE ZONING BOARD OF APPEALS

RE: 1500 South 50th Avenue, Cicero, Illinois (the “Subject Property”)

GRANT OF PARKING STALL SIZE VARIANCE

On September 28, 2022, the Zoning Board of Appeals (the “ZBA”) of the Town of Cicero (the “Town”) recommended granting a parking variance for the Subject Property based on the following:

1. Cicero Public School District 99 (the “Applicant”) operates Roosevelt Elementary School at the Subject Property (the “Existing Use”), which is located in the R-1 zoning district; and
2. The Town’s Zoning Ordinance of 1977, as amended (the “Zoning Ordinance”), requires the Applicant to have off-street parking spaces measuring ten feet by 20 feet (10 x 20) for the Existing Use at the Subject Property, however the Applicant has requested a variance to reduce the parking stall size to nine feet by twenty feet (9 ft. x 20 ft.) in order to increase its off-street parking spaces; and
3. Accordingly, the Applicant submitted an application to the ZBA seeking a parking variance (the “Zoning Relief”) in connection with the operation of the Existing Use at the Subject Property; and
4. In accordance with the Illinois Compiled Statutes and the Zoning Ordinance, notice of the public hearing (the “Hearing”) regarding the Applicant’s requested Zoning Relief was published in one or more newspapers published in the Town; and
5. At the Hearing, the Applicant provided credible evidence establishing that there will be increased on-site parking spaces for the Existing Use if the Zoning Relief is granted; and
6. In light of the above, the ZBA found that granting the Zoning Relief would not: (a) endanger the public health, safety, morals, comfort, or general welfare of the neighborhood; (b) harm the use or enjoyment of property in the immediate vicinity or damage neighboring property values; (c) impede upon the normal and orderly development and improvement of surrounding property; or (d) alter the essential character of the area; and
7. Furthermore, in light of the above, the Applicant established the following: (a) the Zoning Relief will not negatively alter the essential character of the locality; (b) the Zoning Relief will not endanger the public safety; and (c) the Zoning Relief will not be detrimental to the public welfare or injurious to other property or improvements.

CONCLUSION

The Applicant provided evidence that the requested Zoning Relief would comply with the requirements set forth in the Zoning Ordinance. The Existing Use will not alter the essential character of the area nor negatively impact neighboring property values. Based on the foregoing, the ZBA recommends granting the Zoning Relief.

Jessica Jaramillo, Chair

RESOLUTION NO. _____

A RESOLUTION EXTENDING THE TERM OF CERTAIN APPOINTED OFFICERS, EMPLOYEES, OFFICIALS, AND CERTAIN MEMBERS OF THE BOARD OF TRUSTEES APPOINTED TO SPECIFIC COMMITTEES FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town President (the “President”), with the advice and consent of the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”), has appointed certain officers, employees, officials, and certain members of the Town Board to specific positions, boards, commissions and/or committees within the Town; and

WHEREAS, the term of the aforementioned appointments (the “Appointments”) will expire at 11:59 p.m. on October 31, 2022, or at such other time as the Corporate Authorities deem necessary; and

WHEREAS, the Corporate Authorities have determined that it is necessary for the effective administration of government and further find that it is in the best interests of the

Town to extend the term of the Appointments until 11:59 p.m. on November 30, 2022, or until such time as the Corporate Authorities otherwise deem necessary as evidenced by the adoption of a resolution making the Appointments and/or extending the term thereof;

NOW, THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the extension of the Appointments until 11:59 p.m. on November 30, 2022, or until such time as the Corporate Authorities otherwise deem necessary as evidenced by the adoption of a resolution making the Appointments and/or extending the term thereof.

Section 3.0 Effectiveness and Term of Appointments.

The Corporate Authorities hereby extend the term of the Appointments from 11:59 p.m. on October 31, 2022, to 11:59 p.m. on November 30, 2022, or until such time as the Corporate Authorities otherwise deem necessary as evidenced by the adoption of a resolution making the Appointments and/or extending the term thereof.

**ARTICLE II.
AUTHORIZATION**

Section 4.0 Authorization.

The Corporate Authorities hereby authorize the extension of the Appointments, which Appointments shall remain in full force and effect until 11:59 p.m. on November 30, 2022, or until such time as the Corporate Authorities otherwise deem necessary as evidenced by the adoption of a resolution making the Appointments and/or extending the term thereof.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

Section 5.0 Headings.

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 6.0 Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 7.0 Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 8.0 Publication.

A full, true, and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

Section 9.0 Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				

APPROVED by the President on _____, 2022

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

TOWN OF CICERO, IL
RESOLUTION OF THE CORPORATE AUTHORITIES
RELATING TO A RETIREMENT HEALTHCARE FUNDING PLAN

WHEREAS, The TOWN OF CICERO, IL is a Municipal Corporation, organized as a Local Government and is a member of the National Public Pension Fund Association ("NPPFA");

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

WHEREAS, NPPFA, 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 Administrative Services Agreement, hereto (the "Services Agreement"), 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 Services Agreement and to provide investment management under a Group Mutual Fund Agreement;

WHEREAS, the TOWN OF CICERO, IL has employees rendering valuable services to the TOWN OF CICERO, IL 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 TOWN OF CICERO, IL who are subject to a Collective Bargaining Agreement with the TOWN OF CICERO, IL (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 TOWN OF CICERO, IL in attracting and retaining competent personnel;

WHEREAS, the Town President (the "President") and the Board of Trustees of the Town (the "Town Board," and with the President, the "Corporate Authorities") have reviewed the Plan documents including, and the investment media via prospectus, and has found the NPPFA's arrangements to be reasonable and beneficial to the Plan and will serve the objectives of the TOWN OF CICERO, IL and its employees who participate in the Plan and;

WHEREAS, the TOWN OF CICERO, IL 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 TOWN OF CICERO, IL 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 TOWN OF CICERO, IL hereby authorizes the program coordinator to execute the BMI TRS 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 TOWN OF CICERO, IL 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 TOWN OF CICERO, IL Town Board directs the PRESIDENT or his 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, _____, Town Clerk of the TOWN OF CICERO, IL do hereby certify that the foregoing resolution, proposed by Trustee _____, was duly passed and adopted in the Board of Trustees of the TOWN OF CICERO, IL at a regular meeting thereof assembled this ___ day of _____, 20__.

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				

APPROVED by the President on _____, 2022

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

GROUP EXHIBIT A

**SPECIFICATIONS
OF YOUR
RETIREE HEALTHCARE FUNDING PLAN**

TOWN OF CICERO, IL

Effective: _____

TOWN OF CICERO, IL
RETIREE HEALTH CARE FUNDING PLAN
SPECIFICATIONS

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TOWN OF CICERO, IL

RETIREE HEALTH CARE FUNDING PLAN

SPECIFICATIONS

The undersigned hereby adopts the TOWN OF CICERO, IL Retiree Healthcare Funding Plan ("Plan") and the TOWN OF CICERO, IL 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: Town of Cicero, IL
4949 W. Cermak Road
Cicero, IL 60804

(a) Contact Person: Sarah Kusper
Phone No.: 708-656-3600 x.441
Email: sajelic@thetownofcicero.com

(b) Trust Type: Section 115 Plan

(c) Tax Identification No.: 36-6005833

Predecessor Sponsoring Entity: None

2. PLAN AND TRUST IDENTIFICATION

(a) Name of Plan: TOWN OF CICERO, IL **RETIREE HEALTHCARE FUNDING PLAN**
(b) Name of Trust: TOWN OF CICERO, IL **RETIREE HEALTHCARE FUNDING TRUST**
(c) Collectively Bargained Plan:

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 _____.

(c) **Compensation.** Compensation (as defined in the Plan) shall be determined on the basis of the calendar year.

(d) **Separation of Service.** Any separation of service including furlough or application of FMLA.

(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

Town of Cicero, IL

Effective Date: _____

TOWN OF CICERO, IL
RETIREE HEALTHCARE FUNDING PLAN

115 TRUST AGREEMENT

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**TOWN OF CICERO, IL
RETIREE HEALTHCARE FUNDING**

115 TRUST AGREEMENT

THIS AGREEMENT is hereby established by Town of Cicero, IL

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 Town of Cicero, IL has previously or concurrently adopted the Town of Cicero, IL 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 Town of Cicero, IL 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)

Town of Cicero, IL

Effective Date : _____

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TOWN OF CICERO, IL
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 corporation, 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 403(b), 457(b), 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 immediately.

Per IRS Rule 7.25.9.5 issued 9/12/2014, each class of eligible participants will be afforded a one-time opportunity to not participate at the inception of the plan, and that election must be exercised with 5 business days of becoming eligible. This is an irrevocable election. All future employees covered by said class are mandatorily covered by the plan.

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 at time of adoption of this plan the employer may elect that a 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 as noted in the Plan Specification.

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 in 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 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. The Employer/Plan Sponsor may delegate its authority to the City Manager to expand the Covered Group to include individual or individuals who are Employees as the City Manger determines appropriate in his discretion.

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.

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.

11. Additional Services. The Plan Sponsor may request that Transamerica provide a service that is in addition to the services set forth herein. Transamerica may then, in its sole discretion, agree to provide such a service to the Plan Sponsor. The Fee for such a service shall be agreed to in writing between the Plan Sponsor and Transamerica.

12. Year. A Year under this Agreement shall be the Plan Year of the Plan, except as provided below: This Agreement shall begin on March 1, 2017. Subsequent Years shall begin on the first day of each Plan Year of the Plan. A Year ends on the earlier of the last day of the Plan Year or on the termination date of this Agreement.

13. Basic Services Guarantee. If the Plan Sponsor is not completely satisfied for any reason with the Basic Services (Section I) provided by Transamerica in the first Year, Transamerica will waive the dollar amount specified as the Basic Services Guarantee under the Fee Schedule, upon written request from the Plan Sponsor.

14. Notice of Plan Termination. The Plan Sponsor shall provide Transamerica with written notice of the termination of the Plan, no less than 60 days in advance of such Plan termination.

15. Termination of the Agreement. The Plan Sponsor or Transamerica may at any time terminate this Agreement upon written notice to the other party, which notice shall be effective no less than 90 days after receipt by the party to whom such notice is sent. Transamerica may terminate the Agreement or withhold any services under the Agreement without advance notice to the Plan Sponsor if the Plan Sponsor files for bankruptcy. Transamerica reserves the right to assess a fee for any service elected by the Plan Sponsor which may be fully or partially completed at termination. Such a fee will be in accordance with the Fee Schedule. No services will be performed by Transamerica under this Agreement after the date this Agreement is terminated, except as Transamerica may otherwise agree to in writing. Any applicable Termination Charge, as defined in the Fee Schedule under Basic Services, shall be withdrawn upon the termination of this Agreement.

This Agreement may be restored to full force and effect only by written agreement between the Plan Sponsor and Transamerica.

16. Binding Effect. This Agreement shall be binding on and inure to the benefit of each of the parties hereto, their heirs, successors and assigns.

17. Notices and Payments. Any notice, other communication or payment required or permitted under this Agreement shall be addressed and delivered as follows:

If to Transamerica: Transamerica Retirement Solutions, LLC
440 Mamaroneck Avenue
Harrison, New York 10528

If to the Plan Sponsor: Illinois Public Pension Fund Association
2587 Millennium Dr., Unit C
Elgin, IL 60124

If to BMI: Babbitt Municipalities, Inc.
1701 E. Lake Ave., Suite 400
Glenview, IL 60025
Attn: Joel Babbitt

Any party may, by written notice to the other party, designate another address or person for receipt of notices hereunder, or designate another address, another person or other payment instructions for receipt of payments hereunder.

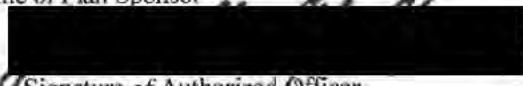
18. **Governing Law.** The parties agree that this Agreement shall be governed by the laws of the State of New York.

19. **The USA PATRIOT Act** requires all financial institutions to obtain, verify, and record information that identifies each customer that opens an account. Therefore, in accordance with the USA PATRIOT Act the Plan Sponsor agrees to provide to Transamerica certain information it requests in order for Transamerica to identify the Plan Sponsor. The Plan Sponsor also gives its approval to the use of third party sources to verify the information provided or to obtain additional other identifying documents.

Illinois Public Pension Fund Association

Name of Plan Sponsor

By:


Signature of Authorized Officer

Joel Babbitt
Title

2/14/2017
Date

BMI

By:



Signature of Authorized Officer

Joel Babbitt
Title

2/14/2017
Date

Transamerica Retirement Solutions, LLC

By:


Signature of Authorized Vice President

Title

February 8, 2017
Date

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)	Total Required Revenue to administer the Plan -	.225% ("Required Revenue")

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

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. [REDACTED]
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)

[REDACTED] /AS
Administrator 8/16/2017

Account No. [REDACTED]

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. (“BMP”) 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. [REDACTED]

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 (“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**

	Plan Service Fee (“PSF”)
Vanguard Federal Money Market Investor	0.67%
Vanguard Short Term Investment-Grade	0.88%

ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT (“Agreement”) between BABBITT MUNICIPALITIES, INC, CHICAGO, IL (“BMI”) and TOWN OF CICERO, IL (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 Town of Cicero, IL 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. 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. 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.

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
- 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 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.
- 2.14 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. There are no fees paid by the Sponsoring Entity.

ARTICLE IV

EFFECTIVE DATES OF AGREEMENT

- 4.01 Effective Date/Term.** This Agreement shall be in effect for an initial term beginning on the Inception Date and ending 5 years after the Inception Date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year.
- 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 _____

739668-1

SUMMARY PLAN DESCRIPTION
OF YOUR
RETIREE HEALTHCARE FUNDING PLAN

Town of Cicero, IL Retiree Healthcare Funding Trust & Plan

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INTRODUCTION

Town of Cicero, IL has created the Town of Cicero, IL Retiree Healthcare Funding Trust & Plan (herein referred to as the "Plan"). This plan has been adopted to provide health and welfare benefits for Participants and their eligible Dependents. It is intended that this Plan and the Trust constitute a trust subject to section 115.

This Summary Plan Description (SPD) describes generally the eligibility and benefit provisions of the Plan. There is a separate more detailed Plan Document available upon request. If there is a conflict between the language of this SPD and the Plan Document, the Plan Document controls.

FREQUENTLY ASKED QUESTIONS

1. What is the Trust?

The Trust Fund is the post-employment trust fund set up to provide medical benefits to retired employees (and their dependents) that performed work under the jurisdiction. The plan can cover both members covered by a collectively bargaining agreement and non-represented employees.

2. What is the Trust Agreement?

The Trust Agreement is the legal document under which the Trust Fund was created.

3. What is the Plan Document?

The Plan Document is the legal document that describes the eligibility and participation requirements, covered benefits and the payment of claims.

4. What is the Summary Plan Document?

The Summary Plan Document is a condensed version of the Plan Document.

5. Who administers the Plan?

The Plan is administered through Babbitt Municipalities Incorporated (BMI). All claims are processed by BMI. All plan assets are held in custody by Transamerica Retirement Solutions. Trust Services are provided by State Street Bank and Trust.

6. Who pays the costs of maintaining the Plan?

Participants pay the costs associated with the plan. Costs are included into the investment expense ratios of the investment options offered.

7. What happens to the contributions paid on my behalf?

The contributions are deposited into the Trust Fund. All funds are deposited into an account that the participant controls.

8. When must I enroll in the Plan?

Your enrollment is automatic.

9. When am I eligible for Plan benefits?

You become eligible for Plan benefits when you separate service or are furloughed from sponsoring employer.

10. What medical benefits are covered by the Plan Document?

The covered expenses include insurance premium that is not claimed under another tax-free/pre-tax program, 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.

11. How do I make a claim for benefits?

To obtain payment or reimbursement of an individually purchased insurance policy or medical benefit, complete and file the claim form provided by the Administrator. The Administrator will require the proper proof of a claim. Claim forms are available at www.ipfabenefits.org and navigate to Resources and Forms.

12. When is my claim form due?

Claim for benefit forms should be submitted to the Administrator within ninety (90) days after the end of the Plan Year in which the expense was incurred. The Plan Year ends on December 31. The claim forms are due by March of the next year. In no circumstances can a claim be made after the end of the calendar following the year in which the expense is incurred.

DEFINITIONS

Administrator or "Plan Administrator" means the individual, entity or group designated by the plan sponsor to administer the Plan.

Collective Bargaining Agreement means an agreement between the Town of Cicero, IL and any applicable union.

Dependent means, with respect to any Participant:

1. The Participant's spouse;
2. 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;

3. 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.

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.

Employee means any employee that is not covered by a union and/or a bargaining unit person employed by an Employer who is required by a collective bargaining agreement to make contributions to the Trust Fund and non-bargaining unit employees of Employers who sign a participation agreement. The term "Employee" does not include an independent contractor or leased employee.

Employer means any employer required by a collective bargaining agreement or participation agreement to make contributions on behalf of its employees to the Trust Fund. This plan may also cover employees who are contributing as a condition of employment that are not represented by a union.

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.

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 Internal Revenue 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.

Participant means any Employee who has an Accumulated enough hours to be eligible.

Plan means the Plan adopted herein by the Trustees and the separate Trust Agreement, including all amendments thereto, all of which are incorporated by reference and made a part hereof.

Plan Year means the Plan's accounting year of twelve (12) consecutive months ending December 31.

Trustee means the person or persons named or appointed as Trustee under the Trust Agreement.

ELIGIBILITY

CONTRIBUTIONS

The Employer shall make contributions to the Trust Fund pursuant to the applicable collective bargaining agreements or participation agreements. The Administrator will credit the contributions to the Employee's Account Balance.

ELIGIBILITY FOR MEDICAL BENEFITS

Upon separation from the Town of Cicero, IL.

ELECTIONS

ELECTION PROCEDURES

Eligible participants are automatically enrolled.

MEDICAL BENEFITS

BENEFITS

A Participant may elect coverage under a personally purchased health plan or the Employer's health plan and any of the following types of insurance policies:

1. Basic medical benefits;
2. Major medical and hospitalization benefits;
3. Dental benefits;
4. Vision care benefits;
5. Prescription drug benefits;
6. Qualified long term care insurance;
7. Medicare Part B;
8. Medicare supplement insurance; and/or
9. Other insurance providing medical benefits.

Reimbursement will be made monthly up to the amount that has been determined for that year by the trustees to be actuarially supportable.

MEDICAL REIMBURSEMENT BENEFIT

If a participant shows evidence that they have no reimbursable premium, the Plan will provide a medical reimbursement benefit up to the monthly amount that has been determined annually by the trustees. Claims shall be submitted quarterly. Such benefit will pay or reimburse the Participant for Medical Expenses that are not eligible for payment under a health plan of the Employer, a health insurance policy, or other plan or policy providing health coverage, including Medicare.

CLAIMS FOR BENEFITS

1. To obtain payment of medical benefits claimed in connection with a health plan of the Employer, a Participant or Dependent shall file a claim for benefits on a form and/or in such manner as provided by such health plan within ninety (90) days after the Plan Year.
2. To obtain payment or reimbursement of medical benefits, a Participant or Dependent shall file a claim for benefits on a form and/or in such manner as provided by the Administrator within ninety (90) days after the Plan Year. 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. Under special circumstance claims may be submitted and paid after this date at the discretion of the Administrator but in no circumstances beyond the end of the plan year following the calendar year in which the expense was incurred.
3. The Plan Administrator will pay only those medical expenses that are submitted on acceptable claim forms with appropriate evidence of claim.
4. The Trustee's determination of Medical Expenses and the right of a person to receive payment shall be conclusive.

PAYMENT OF MEDICAL BENEFITS.

Medical benefits will be paid upon the Administrator's receiving claims for medical expenses from the Participant or his or her Dependent. Participants will be required to adequately substantiate claims 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's health plan or from the insurance company issuing a health insurance Policy.

LIMITATION OF BENEFITS

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

1. The benefits provided are for the purpose of paying or reimbursing Medical Expenses not covered under Medicare, an Employer-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.
2. Except as required to avoid duplicate payments, the Administrator shall not be required to coordinate benefits paid with any other medical benefit program.
3. Benefits are payable to the extent of any funds remaining in your account.

TERMINATION OF COVERAGE

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 latest of:

1. The death of the Participant.
2. The death of the last dependent extant on the final tax return of the decedent participant.
3. The termination of the plan.

In the event that no Dependent survives a Participant (or after the demise of all surviving Dependents) any remaining benefit will be paid to a named beneficiary.

CLAIM PROCEDURES

CLAIM 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 (December 31) 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. 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.

REVIEW PROCEDURES

Within sixty (60) days after the date on which a claimant receives 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.

APPEAL PROCEDURES

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. The Administrator will notify the claimant not later than thirty (30) days after the determination. The claimant may make a final appeal (request for review of determination) to the Trustee. The Trustee 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.

PRIVACY NOTICE

The information listed below is to advise you of the privacy policy of the Fund and to help you understand the types of non-public personal information that it collects about you, how that information is collected, and to whom that information is or may be disclosed.

NON-PUBLIC PERSONAL INFORMATION

Non-public personal information is information that identifies an individual or could be used to identify an individual and includes both personal financial information, such as payment history, policy number and social security number; and personal health information, such as medical history, medical records, and claims. It is necessary for the Fund and its Administrator to collect personal information in order to accurately identify you, service your account, and administer its normal business operations. Some of the sources from which information is gathered are you, your application, transactions that you conduct with us or our administrator and health care providers.

DISCLOSURE OF INFORMATION

The Fund or its Administrators may disclose this information to non-affiliated third parties, as permitted by law, in order to administer its business functions. There will be no disclosure of your personal financial information to non-affiliated third parties (except as permitted by law), unless you first are offered an opportunity to "opt-out" of such disclosure, or unless you provide a written authorization, as may be required by applicable state law. There will be no disclosure of your personal health information to non-affiliated third parties (except as permitted by law), unless you first provide a written authorization.

Non-public personal information regarding a spouse or dependent children will be disclosed to the covered employee (or the covered former employee) in the form of an explanation of benefits when a claim is processed.

SECURITY

The Fund and its administrator maintain procedural and electronic safeguards to protect the confidentiality of the non-public personal information that it obtains. Access to personal information is restricted to only those employees and service providers who need this information to provide products and service to you. The Fund and its Administrator will continue to abide by this policy even when a customer relationship no longer exists.

PLAN INFORMATION

PLAN NAME

This Plan is known as Town of Cicero, IL Retiree Healthcare Funding Plan & Trust.

TYPE OF PLAN

The Plan and Trust constitute an IRC Section 115 Trust.

PLAN YEAR

The Plan Year for purposes of maintaining records and filing various governmental reports is the twelve (12) month period beginning January 1 and ending December 31.

ADMINISTRATOR and AGENT FOR SERVICE OF PROCESS

Joel J. Babbitt, CLU

Plan Administrator

1701 E. Lake Avenue, Suite 400

Glenview, IL 60025

If there are legal disputes regarding the Plan, any legal documents may also be served the Administrator or the Trustees.

APPENDIX C
VEBA PLAN

The Town and Union agree that a tax-exempt Voluntary Employees' Beneficiary Association Plan ("VEBA Plan") shall be established whereby a specified amount of an Employee's compensation may be contributed by the Employee and/or on the Employee's behalf to the Trustee of the VEBA Plan for the payment of post-employment medical expenses. Such VEBA Plan shall be established pursuant to all applicable laws.

It is agreed by the Town and Union that Firefighter-Paramedics hired on or after January 1, 2021 shall be responsible for paying 100% of the costs associated with any Town health insurance plan which they are eligible to participate in upon their retirement pursuant to applicable law. Therefore, Firefighter-Paramedics hired on or after January 1, 2021 may elect to have the monetary value of some of their accrued sick leave deposited by the Town into the VEBA Plan.

The Town and Union agree that all Firefighters and Firefighter-Paramedics, regardless of date of hire, may contribute their own funds to the VEBA Plan in addition to, or separate from, any funds contributed by the Town.

1. **Eligibility:** All Firefighters and Firefighter-Paramedics shall be eligible to participate in the VEBA Plan.

2. **Employee Contributions:** All Firefighters and Firefighter-Paramedics may voluntarily elect to contribute their own funds to the VEBA Plan, regardless of their date of hire. Said contribution shall be made by way of authorizing, in writing, a set equal amount to be deducted each pay period from the Employee's paycheck and deposited into the VEBA Plan.

3. **Town Contributions:** All Firefighter-Paramedics hired on or after January 1, 2021 only shall be eligible to have the Town contribute payment for accumulated sick day(s) to the VEBA Fund on their behalf as follows:

a. **Minimum Accumulation of 30 Sick Days:** A Firefighter-Paramedic must have a minimum of thirty (30) sick days accumulated at the time of the contribution(s) by the Town to be eligible to participate.

b. **Accumulation in Excess of 30 Sick Days:** A Firefighter-Paramedic may elect to have the Town contribute the monetary value of any or all of their sick days accumulated in excess of 30 sick days. The monetary value of a sick day shall be calculated by multiplying the Firefighter-Paramedic's hourly base wage rate by 24. Any and all sick days for which the Town has contributed the monetary value to the VEBA Plan shall be deducted from the Firefighter-Paramedic's accumulated sick day total.

c. **Deadline for Election:** An Employee may only elect one time per calendar year whether to have the Town contribute the monetary value of their sick days to the VEBA Plan. The Employee must notify the Fire Chief, in writing, on or before December 1st of the number of sick days the Employee wishes to elect to convert to a VEBA Plan contribution for that calendar year. An Employee may not revoke the election once it is tendered to the Fire Chief. The Town shall make the contribution to the VEBA Plan on the Employee's behalf on or before December 31st for that calendar year.

4. **Administration Costs:** Any costs to administer the VEBA Plan will be borne by the Employees and/or the Union. Fees and costs associated with the initial set-up and implementation of the VEBA plan shall be borne by the Employer.

5. **Permissive Subject of Bargaining:** The parties acknowledge that the VEBA Plan is a permissive subject of bargaining and is not subject to the provisions of Section 14 of the Illinois Public Labor Relations Act.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO AN AGREEMENT WITH BLUE CROSS AND BLUE SHIELD OF ILLINOIS FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to protecting the health and safety of employees of the Town; and

WHEREAS, currently, Blue Cross and Blue Shield of Illinois (“Blue Cross”) provides medical and dental claims administration (collectively, the “Insurance”) under the Town’s health plan; and

WHEREAS, Blue Cross has provided the Town with an Insurance renewal letter and related addenda (collectively, the “Proposal”), attached hereto and incorporated herein as Group Exhibit A; and

WHEREAS, the Town's Insurance Committee (the "Insurance Committee") has reviewed the Proposal, and has provided a recommendation that the Town approve the same; and

WHEREAS, based on the recommendation of the Insurance Committee, the Corporate Authorities find that it is necessary for the effective administration of government that the Town renew the Insurance with Blue Cross with terms substantially the same as the terms set forth in the Proposal; and

WHEREAS, the President is authorized to enter into and the Town Attorney (the "Attorney") is authorized to revise agreements for the Town making such insertions, omissions, and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

ARTICLE I. IN GENERAL

Section 1.0 Findings.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the President, or his designee, to renew the Insurance with Blue Cross with terms substantially the same as set forth in the Proposal, and to further authorize the President, or his designee, to execute any and all necessary documentation to effectuate the same and to take all steps necessary to carry out the terms of this Resolution.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The Town Board hereby authorizes and directs the President, or his designee, to renew the Insurance with Blue Cross or a similar insurance carrier in accordance with the terms and rates set forth in the Proposal, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Town Board further authorizes and directs the President, or his designee, to execute any and all necessary documentation to renew the Insurance, with such insertions, omissions, and changes as shall be approved by the President and the Attorney. The Town Clerk is hereby authorized and directed to attest to and countersign such documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

Section 4.0 Headings.

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 5.0 Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and

deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 6.0 Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 7.0 Publication.

A full, true, and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

Section 8.0 Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				

APPROVED by the President on _____, 2022

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

GROUP EXHIBIT A

• MEMORANDUM •

TO: Board of Trustees, Town of Cicero
CC: Honorable Larry Dominick, President, Town of Cicero
Michael T. Del Galdo, Town Attorney, Town of Cicero
FROM: David Mills
DATE: October 12, 2022

SUBJECT: Health and Life Insurance, Annual Renewals

In connection with the renewals of the Town's Life and Health Insurance, the Town's insurance broker has asked us to provide the following information.

Health Insurance: Medical, Vision, Dental, and Stop Loss

The Blue Cross Blue Shield administrative rates for the upcoming year will remain the same as last year. However, the total cost of the health plan will be less next year than in 2022 for various reasons including fewer participants. The Drug Rebate Credit that BCBS will receive next year will increase slightly, and BCBS will credit that increase to the Town to reduce the fixed costs portion of the BCBS Administrative Fee. Details are set forth in the attached Proposal and related documents.

Life Insurance: Voluntary Term and Group Term

The rates and terms for both the Employee Group Term and the Voluntary Term Life Insurance Plans remain the same as they have been for the past several years. In addition, the rates for both the Group Term Life and the Voluntary Term Life have been guaranteed by Dearborn National until 2024. The Voluntary Term Life Insurance supplements the employee's Group Term provided by the Town and is paid for by the employee on a voluntary basis.

The Town's Insurance Committee reviewed these matters on October 3, 2022 .

This document and the information in it is private and confidential and is only for the use and review of the designated recipient(s) named above. If you are not the designated recipient, do not read, review, disseminate, copy, or distribute this document, as it is strictly prohibited. The sender of this document hereby claims all privileges at law or in equity regarding this document.



BlueCross BlueShield
of Illinois

September 29, 2023

Town of Cicero
4949 W. Cermak Rd
Cicero, IL 60804

RE: Town of Cicero 2022 Renewal

Thank you for your continued partnership. I am pleased to present you with our 2023 renewal package. Our renewal offering is fully compliant with all of the requirements of the Affordable Care Act (ACA). Consistent with last year's renewal, the PCORI fee is not included in your renewal package, and BCBSIL does not assume any remittance or reporting responsibility for these fees.

Renewal Analysis

ASO/PPO Renewal

This renewal projection is based on the current **Traditional Select** Rx Network and **Basic** Formulary. All the current plans are considered "non-grandfathered". They all include the cost for the **Empower+ (with full BH)** WBM plan in the Admin Fee.

The enrollment has increased by 1.2%. The network access fee will be reducing from 1.57% to 1.49%. There is a slight increase to the admin fee however when including the RX rebate credits which increased again this year, the group's total admin fee is once again a credit of (\$77.18) PEPM.

Claims have reduced by -4.6% since the last renewal however there were three large claimants during the current experience period that exceeded the current \$275,000 ISL level. The Actuarial Recommended ISL level for this group is \$160,000. The largest claimant has since been removed from the plan. There others have "on-going" claim situations. Due to the underwriter proposed a 16.2% increase to the ISL fee. After review and discussions with the underwriter, I was able to get the fees reduced to an 8.9% increase. The original Aggregate stop loss increase was 7% increase however I was able to get this reduced to a pass.

Stop Loss Lock-In

Please Note: Quotes/renewals released can be locked in via written acceptance from the client up to 45 calendar days after the quote is released. If written acceptance from the client, is not received by **November 11, 2022**, the offers become illustrative. See caveats and conditions on stop loss exhibit.



BlueCross BlueShield
of Illinois

Premium BAHMO Renewal

The 2022 renewal is based solely on manuals, as there are only 42 contracts under this coverage, down from 46. The Recommended Pooling level for the BAHMO plan is \$35k. There were 2 claimants over the \$35,000 pooling level for the HMO (\$72K and \$56K). This led to the renewal increase of 11.8%. To try and increase HMO enrollment, we will agree to reduce the increase to 6%.

Dental Renewal

The dental claims experience for this group is 100% credible and has been weighted 90% for the current period. We are proposing to hold the current fee (no change) for the upcoming plan year.

Below are current regulatory requirements.

- The ACA 2023 Out of Pocket Maximums (OOPMs) are \$9,100 for Individual coverage and \$18,200 for Family coverage. As a reminder, no one individual can pay more than \$9,100 in a benefit plan year for self only plans. NOTE: the ACA requirements do not apply to Grandfathered plans.
- The IRS rules regarding OOPMs for qualified High Deductible Health Plans (HDHPs) have changed for 2023 to \$7,500 for Individual coverage and \$15,000 for Family coverage. The minimum deductible amounts for 2023 have changed to \$1,500 for Individual coverage and \$3,000 for Family coverage. The other change to HSA plans is the contribution limit increased the combined employer/employee contribution limit to \$3,850, and the Family contribution limit is \$7,750.

Please NOTE: The HSA plan benefits for 1/1/23 include the increase of the Deductible to (\$3,000/\$6,000 IN & \$6,000/\$12,000 OUT) and the OPX to (\$6,000/\$12,000 IN & \$12,000/\$24,000 OUT).

Consolidated Appropriations Act, Transparency in Coverage Rule, No Surprises Act

BCBSIL is actively developing new solutions and processes to help clients comply with the Transparency in Coverage Rule and the Consolidated Appropriations Act, including the No Surprises Act. We are developing these solutions so clients can adapt to these new laws and to demonstrate our commitment to them and our members. We want our clients to know that our services and fees may change and reflect the new laws or regulations that are enacted or may become effective. While our analysis related to the implementation of the legislation is still under evaluation, we anticipate these new laws and rules will impose some associated costs on the client's plan.



BlueCross BlueShield of Illinois

Here are some additional programs available:

Wondr Health

An online mindful eating **behavior modification program** proven to deliver sustainable weight loss and reverse obesity, pre-diabetes, and Metabolic Syndrome. As an in-network provider for BCBSIL, Wondr Health's services are billed through claims and meets ACA requirements covered as preventive at no cost share to member for intensive behavioral counseling services for prevention of diabetes, obesity, and cardiovascular disease. Claims come through as preventive. This program is available to all custom fully insured large group (Non-HMO and HMO) plans.

Hinge Health – Chronic MSK Pain Management

Hinge Health is a consumer digital health company providing a musculoskeletal program that takes established, proven non-surgical care guidelines and turns them into a digital, 12-week, coach-led program delivered remotely using mobile and wearable technology. Available to custom fully insured large groups (Non-HMO only) on the plan's 2022 renewal.

Live to Learn - Digital Behavioral Health

(Included in all Wellbeing Management packages with BH Core)

Learn to Live is a next generation behavioral health tech company. It will provide a valuable opportunity for those who otherwise might not receive treatment to access convenient and effective mental health care. Experience begins with a comprehensive assessment and recommendations for programs to complete. There are on-line programs for stress, anxiety, depression, insomnia, social anxiety and substance abuse.

The Oncology Navigator Program

The Oncology Navigator Program is a telephonic case management program that's goal is to educate, support and assist members in navigating the complexities of Cancer Care. Nurse Navigators will help members to understand their treatment plan and facilitate informed decision-making. The goal of the Oncology Navigator Program is to anticipate members' needs, provide education to increase treatment adherence through effective management of symptoms, minimize complications or adverse events, decrease avoidable ER visits and/or hospitalizations, manage medication cost, and support our members to ensure the best possible outcome and quality of life.

Consumer Medical

Consumer Medical is a medical ally that empowers employees and their families to make better medical decisions at every point in their healthcare journey. The service provides expert medical opinion and medical decision support into a comprehensive solution that helps individuals and families throughout the healthcare journey, while reducing unnecessary elective surgeries and driving patients to the highest-quality providers. A savings analysis may be provided showing the benefit of this program. This program is also a buy up and please reach out to me for group specific pricing.



BlueCross BlueShield
of Illinois

Important Information for January 1st

- Please help us in getting your renewal processed as soon as possible, to avoid delays and issues with membership and claim payments down the road. We appreciate receiving signed renewal paperwork by October 15, 2022 and open enrollment membership changes by November 15, 2022. I will do my best to assist you in getting information to you quickly so you can make your decisions to meet the above dates.

Thank you very much for business, and for your continued partnership with BCBSIL. I hope we can schedule a meeting soon to review the 2023 renewal package and so we can discuss what product enhancements that you should consider offering to your employees.

Sincerely,



Dee Mastro Holzkopf CHC, MPH
Sr. Account Executive

This communication is intended for informational purposes only. It is not intended to provide, does not constitute, and cannot be relied upon as legal, tax or compliance advice. Furthermore, this communication is not intended to provide tax advice, and any tax-related statements that may be contained herein is not intended or written to be used, and cannot be used, for the purposes of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another party any transaction or matters herein. Please consult with your legal, compliance and tax professionals to understand your legal, compliance and tax obligations under the law.

**Ancillary insurance products issued by Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148. Blue Cross and Blue Shield of IL is the trade name of Dearborn Life Insurance Company, an independent licensee of the Blue Cross and Blue Shield Association. BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans. Dearborn Life Insurance Company is a subsidiary of Health Care Service Corporation (HCSC), a Mutual Legal Reserve Company. Dearborn maintains all financial responsibility for the insurance policies it issues.*

October 25, 2022

Blue Cross Blue Shield of Illinois
1020 W. 31st Street
Downers Grove, IL 60515-5622
Attn: Dee Mastro Holzkopf, Senior Account Executive

Re: Acceptance of Health Insurance Renewal
Town of Cicero Health Insurance
Renewal Date: 01-01-23

Dear Ms. Mastro Holzkopf:

This letter is to advise you that the Town of Cicero accepts the Health Insurance Renewal Proposal for the 2023 Cicero Plan Year. Thank you for all your help with Cicero's Health Plan.

Very truly yours,

The Town of Cicero

By: _____
(Name)

(Title)

BENEFIT PROGRAM APPLICATION (“BPA”) For GROUP MAPD/PDP PLANS

ACCOUNT INFORMATION (TO BE COMPLETED BY THE PLAN)

Account Status: New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>		Current Non-Medicare Group Customer: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Off-Cycle Change: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Account Number (6-digits): IL019209		Group Number(s): PIL0001	
Sub-Group Number(s) (if applicable):			
Policy Effective Date: 1/1/2023		Policy Anniversary Date: 1/1	
Legal Account Name: Town of Cicero			
CMS Contract Number: H8634		Region:	
Plan Benefit Package (PBP) Code Number: 813			
Plan/Product Description: Standard <input type="checkbox"/> Custom <input checked="" type="checkbox"/>			
Group Administration Document (GAD) MA/MAPD Provided: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

GROUP INFORMATION

Legal Name of Applicant/Employer and d/b/a if any: Town of Cicero	
Check One: Employer <input checked="" type="checkbox"/> Union <input type="checkbox"/> Trustee of a Fund <input type="checkbox"/> Other <input type="checkbox"/> (Specify the employer, labor organization, or trust applying for coverage. An employee benefit plan may not be named.)	
Employer Identification Number (EIN): 336005833 SIC:	Public Entity: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blue Cross Group MedicareRx (PDP) is a prescription drug plan provided by HCSC Insurance Services Company (HISC), an Independent Licensee of the Blue Cross and Blue Shield Association. A Medicare-approved Part D sponsor. Enrollment in HISC’s plan depends on contract renewal. Blue Cross Group Medicare Advantage HMO and PPO employer/union group plans provided by Health Care Service Corporation, a Mutual Legal Reserve Company (HCSC). HCSC is a Medicare Advantage organization with a Medicare contract. Enrollment in these plans depends on contract renewal.	
Employer Organization Type (check one):	
<input type="checkbox"/> State Government <input checked="" type="checkbox"/> Local Government <input type="checkbox"/> Publicly Traded Organization <input type="checkbox"/> Privately Held Organization	<input type="checkbox"/> Non-Profit <input type="checkbox"/> Church Group <input type="checkbox"/> Other:
Nature of Business: Municipality	193

GROUP INFORMATION (continued)**Primary (Mailing) Address (location where Employer is domiciled):**

4949 W Cermak Rd.

City: Cicero	State: IL	ZIP Code: 6 0 8 0 4
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Administrative Contact: Sarah Kusper	Title: HR Director
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Phone Number: (7 0 8) 6 5 6 - 3 6 0 0	FAX Number: (_____) _____ - _____
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Email Address:
sajelic@thetownofcicero.com

Physical Address (if different from Primary - required):

City:	State:	ZIP Code: _____
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Contact:

Subsidiary Companies:**Subsidiary Address:**

City:	State:	ZIP Code: _____
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Billing Contact:

Email:

Phone Number: (_____) _____ - _____	FAX Number: (_____) _____ - _____
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Affiliated Companies:	Location(s):
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ERISA Plan:	If yes, specify ERISA plan year: (mm/dd/yyyy)
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ERISA Plan Administrator:

Plan Administrator Address:

City:	State:	ZIP Code: _____
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EMPLOYER GROUP BROKER FEE

If checked below, Employer instructs that as part of the services provided by HCSC, HCSC is authorized to administer payment of Employer's fee, in the amount set forth by Employer below ("Employer's Broker Fee"), to a Broker entity for services performed on behalf of Employer (not on HCSC's behalf).

If this blank is completed and the terms for payment are fully set out below, Employer directs HCSC to pay a fee to Employer's Broker on behalf of Employer and HCSC hereby agrees to pay such fee in accordance with the terms set forth herein. Employer acknowledges that Employer's Broker Fee is reflected in the rates set forth in this BPA. HCSC will administer the payments to Employer's Broker pursuant to Employer's directions and the schedule and in the amounts described herein and will not administer a payment in response to invoices which may be received from Employer's Broker. The parties further acknowledge and agree that HCSC shall not be obligated to administer the payment of any of Employer's Broker Fees until HCSC has received payment in full under the Contract. Any dispute regarding the amount of Employer's Broker Fee or the terms under which it should be paid is between Employer and Employer's Broker. If Broker Fee is paid per the terms below but Employer determines it is incorrect, Employer agrees to reimburse HCSC for such Broker Fee payments and Employer may recover directly from the Broker, if applicable under Employer's agreement with Broker. Employer acknowledges and agrees that HCSC will discontinue administering payments to Employer's Broker at the earliest of the following: (a) the termination of the Contract, (b) as mutually agreed by HCSC and Employer, (c) upon ninety (90) days' notice from Employer, or (d) upon five (5) days' notice from HCSC to Employer.

Note: The Employer Group Broker Fee described below is not HCSC Medicare sales or marketing Compensation, as those terms are defined in CMS Medicare regulations and guidance. HCSC continues to require licensure, Medicare Certification, and appointment for any producer who sells or markets Medicare Plans on HCSC's behalf, as set out in the Producer of Record section of this BPA, above.

Amount of Employer's Broker Fee to be paid:

Timing of Employer's Broker Fee payment:

monthly quarterly annually other (specify _____)

Additional instructions to HCSC on Broker Fee payment:

Contact information to whom Employer's Broker Fee is to be paid:

Name:

Street Address:

City:

State:

ZIP Code:

Phone Number:

(_____) _____ - _____

Date:

PRODUCER OF RECORD INFORMATION

Please provide the information requested below on all Producers/Agencies to whom commissions are to be paid. Producers/Agencies must be appointed to do business with HCSC and Medicare Certified for sale of MAPD Plans. The Producer's or Agency's name(s) must exactly match the name(s) on record with HCSC.

Only one (1) Producer/Agency can receive commission from Medicare Plan for this Medicare group plan. If a Producer is affiliated with a General Agent, the General Agent for the Producer listed below may receive override compensation from Medicare Plan.

Producer/Agency name to whom commissions are to be paid (if Medicare Certified and Eligible for Payment):

NA

Producer Number of Producer or Agency :

Street Address:

City:	State:	ZIP Code:

Phone Number: (_____) _____ - _____	FAX Number: (_____) _____ - _____
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Email Address:

Is Producer/Agency Medicare Certified with HCSC? Yes No

General Agent's Signature:	Date:

Producer Agency Representative:	Signature of Employer/Authorized Purchaser:

Signature of Producer Agency Representative:	Title:

Producer Agency Name:	Date:	Witness:

Producer Steet Address:	Phone Number: (_____) _____ - _____

City:	State:	ZIP Code:

Contracted Producer Tax ID Number:	Amount Submitted (for initial enrollment only): \$

HCSC Sales Representative:	District/Cluster:

Other Information:

ACTUARIAL AUTHORIZATION - INTERNAL USE ONLY

Date BPA approved by Actuary:

Actuary:

Benefit program and premium notification letter included:

Yes No

Date of Letter:

SCHEDULE OF ELIGIBILITY

1 Standard Eligibility Provisions:

Retirees. Employer has determined that Eligible Person means a retiree who was enrolled in the Employer's health plan while an active employee, and meets CMS eligibility criteria to enroll in the Medicare Plan (e.g., entitled to Part A and enrolled in Part B).

NOTE: Medicare Plan reserves the right to deny coverage for any group in which less than 51% of the Eligible Persons live in the geographical service area of Medicare Plan's provider network.

2 Employer has determined the following are also eligible (check all that apply):

Dependents of Retirees. Eligible retirees' spouses, children, and Civil Union Partners (as defined in Employer's Policy) who are Medicare Eligible, meet CMS eligibility criteria to enroll in the Medicare Plan (e.g., entitled to Part A and enrolled in Part B), and for those of retired employees, were formerly covered by the group health plan.

Domestic Partners. Domestic Partners, as defined in the Policy, who are Medicare Eligible, meet CMS eligibility criteria to enroll in the Medicare Plan (e.g., entitled to Part A and enrolled in Part B), and for those of retired employees, were formerly covered by the group health plan. The Employer is responsible for providing notice of possible tax implications to those retirees with Domestic Partner Coverage.

Other:

Are any classes of employees or retirees to be excluded from coverage? Yes No

If yes, please identify the classes and describe the exclusion:

NOTE: The Medicare Plan reserves the right to disapprove class exclusion if prohibited under applicable law.

3 The Limiting Age for covered children (if applicable): Covered child means a natural child, a stepchild, an eligible foster child, an adopted child (including a child involved in a suit for adoption,) a child for whom the Insured is the legal guardian, under twenty-six (26) years of age, regardless of presence or absence of a child's financial dependency, residency, student status, employment status (if applicable under the Policy), marital status, or any combination of those factors. If the covered child is eligible military personnel, the Limiting Age is thirty (30) years as described in the Certificate Booklet. To cover children age twenty-six (26) or over, Employer may select option (a) or (b) below:

(a) Limiting Age for covered children age twenty-six (26) or over, who are married unmarried regardless of marital status, is ____ years [twenty-seven (27) - thirty (30) are the available options]. If the covered child is eligible military personnel, the Limiting Age is thirty (30) years as described in the Certificate Booklet.

(b) Limiting Age for covered children who are full-time students and age twenty-six (26) or over, who are married unmarried regardless of marital status, is ____ years [twenty-seven (27) - thirty (30) are the available options]. If the covered child is eligible military personnel, the Limiting Age is thirty (30) years as described in the Certificate Booklet.

SCHEDULE OF ELIGIBILITY (continued)

4	Coverage will terminate at the end of the period for which premium has been accepted. However, coverage shall be extended due to a leave of absence in accordance with any applicable federal or state law.
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CURRENT ELIGIBLE POPULATION INFORMATION

1	Total Number of Employees (not including Dependents) on payroll:	
2	Total Number declining coverage (not covered elsewhere):	
3	Total Number of Retirees (not including Dependents):	
4	Total Number of Employees Eligible for Medicare (not including Dependents):	
5	Total Number of Retirees Eligible for Medicare (not including Dependents):	
6	Total Number (or estimate) of Dependents Eligible for Medicare (if applicable):	
7	Total Number of expected enrollees in the Medicare Plan:	79

Employer's Open Enrollment Period: 12/1 - 12/15

If non-calendar year plan, provide renewal date:

BENEFIT PLAN OPTIONS

Late Enrollment Penalty (LEP) attestation for enrollees*: Global Partial

*Employer please note whether you certify (either globally as to all enrollees or partially as to a subset of enrollees) that Eligible Persons had prior creditable Part D prescription drug coverage, and therefore should not be subject to any CMS Late Enrollment Penalty.

Person/entity responsible for paying LEP: Employer Group Member

Medicare Benefit Plan Options (check all that apply):

- Medicare Prescription Drug Plan (PDP)
- Medicare Advantage Prescription Drug (MAPD) Plan (HMO)
- Medicare Advantage Prescription Drug (MAPD) Plan (PPO)
- Medicare Advantage ONLY*

* If you select Medicare Advantage ONLY, enrollees will not have coverage for Part D prescription drugs at the pharmacy (retail or mail order), but Part B drugs will be covered under the medical benefit (in the doctor's office, hospital, clinic, etc., but not in a pharmacy).

Additional coverage options (check all that apply):

- Vision
- Hearing
- Fitness Program
- Dental Coverage
- Over-the-Counter benefits (OTC Medicine and supplies)
- Wellness Incentives & Rewards

Comments:

RATES

For the current year's premium and rate information, and benefit package selected, refer to the accepted finalized new group rates letter ("Letter") or the renewal exhibit ("Exhibit") for complete details. The Letter, or Exhibit, shall be incorporated by reference and made part of the BPA and Group Administration Document.

1	FUNDING ARRANGEMENT:	
	<input checked="" type="checkbox"/> Premium – Prospective <input type="checkbox"/> Other (if approved in advance): Please specify:	
2	PAYMENT METHOD: Employer chooses one of the following three methods of paying premiums as described in the Rate Letter:	
	<input checked="" type="checkbox"/> Employer Pays full amount directly to Medicare Plan (Employer may in its discretion collect some or a portion from Participants, according to its policies, but need not indicate that amount herein). <input type="checkbox"/> Eligible Person/Participant Pays full amount directly to Medicare Plan. <input type="checkbox"/> Split: Employer has determined the flat amount or percentage of contribution as outlined in the table below. Employer pays its portion directly to Medicare Plan; Eligible Person/Participant pays its portion directly to Medicare Plan.	
PRODUCT DESCRIPTION	TOTAL MONTHLY PREMIUM	MONTHLY EMPLOYER CONTRIBUTION IF SPLIT METHOD IS CHECKED ABOVE
MA/PD		
Plan 1 PPO	\$ 399.50	% or \$
Plan 2	\$	% or \$
Plan 3	\$	% or \$
PDP		
Plan 1	\$	% or \$
Plan 2	\$	% or \$
Plan 3	\$	% or \$
MA ONLY		
Plan 1	\$	% or \$
Plan 2	\$	% or \$
Plan 3	\$	% or \$
3	Premium must be paid in accordance with the timeframes set out in Section III of the Group Administration Document for Medicare Group Plans. If not paid within the stated time, Medicare Plan can cancel coverage for non-payment in accordance with Sections III and IV of the Group Administration Document.	
4	Medicare Plan will give sixty (60) days prior written notification to Employer for change of premium rates, in accordance with the terms of Section III (F) of the Group Administration Document.	
5	HCSC reserves the right to change premium rates when a substantial change occurs in the number or composition of subscribers covered. A substantial change will be deemed to have occurred when the number of subscribers covered changes by ten percent (10%) or more over a thirty (30) day period or twenty five percent (25%) or more over a ninety (90) day period.	

BILLING SPECIFICATIONS

Retirees Listed: alphabetically by location

If by location, list locations including location numbers if applicable:

Billing Method for Employer Payments (check one): Paper Bill Electronic pdf Excel version
(Billing Method for Participant Payments will be selected by each Participant upon enrollment.)

Billing Contact:

Billing Street Address:

City:

State:

ZIP Code:

Billing Phone Number:

(_____) _____ - _____

Billing Email Address:

ID CARD DELIVERY

Medicare Plan will mail ID Cards to each Participant's address on file with Medicare Plan.

OTHER PROVISIONS

- 1** This BPA is incorporated into and made a part of the Contract entered into and agreed upon by the Medicare Plan and the Employer. Contract means the Group Administration Document, the Benefit Program Application, and any other applications, Evidence of Coverage, riders, enclosures, attachments, appendices, addenda, exhibits, and amendments thereto.
- 2** Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.
- 3** Employer represents and warrants that this BPA includes retiree-only plans and excepted benefits that are not subject to some or all of the provisions of Part A (Individual and Group Market Reforms) of Title XXVII of the Public Health Service Act (and/or related provisions in the Internal Revenue Code and Employee Retirement Income Security Act) (an "exempt plan status"). In no event shall the Medicare Plan be responsible for any legal, tax or other ramifications related to Employer's representation of exempt plan status. Employer shall indemnify and hold harmless the Medicare Plan and its directors, officers and employees against any and all loss, liability, damages, fines, penalties, taxes, expenses (including attorneys' fees and costs) or other costs or obligations resulting from or arising out of any claims, lawsuits, demands, governmental inquiries or actions, settlements or judgments brought or asserted against the Medicare Plan in connection with exempt plan status or any provision of inaccurate information. Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.
- 4** All terms of any existing BPA as amended from time to time shall remain in force and effect. For the purposes of this Contract, the term "existing BPA" includes any other BPA for commercial group coverage, Schedule of Specifications and/or Group Agreement signed by the Employer, and any subsequent Schedules of Specifications and/or Group Agreements and amendments thereto.

I UNDERSTAND AND AGREE THAT:

1	A minimum participation of two (2) Participants must be maintained under the MA-PD Plan(s) elected. With regard to MA-PD Plan(s), a substantial change in enrollment will be deemed to have occurred when the number of covered Participants changes by 10% or more over a 30-day period or 25% or more over a 90-day period.
2	Producer Statement (if applicable): I certify that I have reviewed all enrollment materials. I have also advised the employer that I have no authority to bind these coverages, to alter the terms of the Contract(s), this BPA or enrollment material in any manner or to adjust any claims for benefits under the Contract(s).
3	The Medicare Plan will report the value of all remuneration by the Medicare Plan to ERISA plans with 100 or more participants for use in preparation of ERISA Form 5500 schedules. Reporting will also be provided upon request to non-ERISA plans or plans with fewer than 100 participants. Reporting will include base commissions, bonuses, incentives, or other forms of remuneration for which your agent/consultant is eligible for the sale or renewal of self-funded and/or insured products.
4	The undersigned person represents that he/she is authorized and responsible for purchasing coverage on behalf of the employer and by signing this BPA, Employer agrees to the terms of the Contract. It is understood that the actual terms and conditions of coverage are those contained in the Contract into which this BPA shall be incorporated at the time of acceptance by the Medicare Plan.
5	The Employer's Benefit Program Application must pre-date the pre-requested Policy Effective Date and be received by the Medicare Plan at its home office, 300 E Randolph Street, Chicago, IL, 60601, no less than ninety (90) days prior to the requested Effective Policy Date.

Amanda Ashlock	
Authorized Medicare Plan Representative	Signature of Authorized Purchaser
Group Medicare Senior Account Executive	
Title	Title
1400 S Boston Ave, Tulsa, OK 74119	
Address	Address
September 20, 2022	
Date	Date
Amanda Ashlock	
Agent Representative (if applicable)	

PROXY

If Employer selects a Medicare plan offered by Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), the undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members shall be held each year in the corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice mailed to the member not less than 30 nor more than 60 days prior to such meetings. This proxy shall remain in effect until revoked in writing by the undersigned at least 20 days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members. This proxy is not applicable to a Medicare plan offered by a subsidiary or affiliate of HCSC.

Group Number:	By:
	Print Signer's Name Here
	Signature and Title

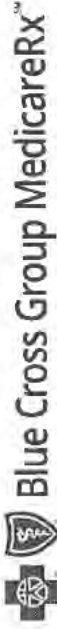
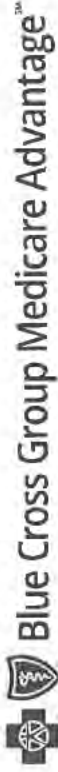
Group Name:

Group Street Address:

City:	State:	ZIP Code: _____
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Dated this _____ day of _____

Blue Cross Group MedicareRx (PDP) is a prescription drug plan provided by HCSC Insurance Services Company (HISC), an Independent Licensee of the Blue Cross and Blue Shield Association. A Medicare-approved Part D sponsor. Enrollment in HISC's plan depends on contract renewal. Blue Cross Group Medicare Advantage HMO and PPO employer/union group plans provided by Health Care Service Corporation, a Mutual Legal Reserve Company (HCSC). HCSC is a Medicare Advantage organization with a Medicare contract. Enrollment in these plans depends on contract renewal.



BENEFIT PROGRAM APPLICATION ("BPA") For GROUP MAPD/PDP PLANS

ACCOUNT INFORMATION (TO BE COMPLETED BY THE PLAN)

Account Status: New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>	Current Non-Medicare Group Customer: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Off-Cycle Change: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Account Number (6-digits): IL019209	Group Number(s): PIL-00001
Sub-Group Number(s) (if applicable):	
Policy Effective Date: 1/1/2022	Policy Anniversary Date: 1/1
Legal Account Name: Town of Cicero	
CMS Contract Number: H8634	Region:
Plan Benefit Package (PBP) Code Number: 813	
Plan/Product Description: Standard <input type="checkbox"/> Custom <input checked="" type="checkbox"/>	
Group Administration Document (GAD) MA/MAPD Provided: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

GROUP INFORMATION

Legal Name of Applicant/Employer and d/b/a if any:
Town of Cicero

Check One: Employer Union Trustee of a Fund Other
(Specify the employer, labor organization, or trust applying for coverage. An employee benefit plan may not be named.)

Employer Identification Number (EIN): 336005833 Public Entity: Yes No

SIC:
Blue Cross Group MedicareRx (PDP) is a prescription drug plan provided by HCSC Insurance Services Company (HISC), an Independent Licensee of the Blue Cross and Blue Shield Association. A Medicare-approved Part D sponsor. Enrollment in HISC's plan depends on contract renewal. Blue Cross Group Medicare Advantage HMO and PPO employer/union group plans provided by Health Care Service Corporation, a Mutual Legal Reserve Company (HCSC). HCSC is a Medicare Advantage organization with a Medicare contract. Enrollment in these plans depends on contract renewal.

Employer Organization Type (check one):

State Government
 Local Government
 Publicly Traded Organization
 Privately Held Organization
 Non-Profit
 Church Group
 Other:

Nature of Business: Municipality

GROUP INFORMATION (continued)

Primary (Mailing) Address (location where Employer is domiciled):

4949 W. Cermak Rd.

City: Cicero	State: IL	ZIP Code: 6 0 8 0 4
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Administrative Contact: Toni Sweatman	Title: HR Assistant
--	------------------------

Phone Number: (7 0 8) 6 5 6 - 3 6 0 0	FAX Number: (7 0 8) 6 5 6 - 2 5 7 5
--	--

Email Address: tsweatman@thetownofcicero.com

Physical Address (if different from Primary - required):

City:	State:	ZIP Code:
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Contact:

Subsidiary Companies: NA

Subsidiary Address:

City:	State:	ZIP Code:
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Billing Contact:

Email:

Phone Number: (_____) _____	FAX Number: (_____) _____
----------------------------------	--------------------------------

Affiliated Companies:
Location(s):

ERISA Plan: NA	If yes, specify ERISA plan year: (mm/dd/yyyy)
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ERISA Plan Administrator:

Plan Administrator Address:

City:	State:	ZIP Code:
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EMPLOYER GROUP BROKER FEE

If checked below, Employer instructs that as part of the services provided by HCSC, HCSC is authorized to administer payment of Employer's fee, in the amount set forth by Employer below ("Employer's Broker Fee"), to a Broker entity for services performed on behalf of Employer (not on HCSC's behalf).

If this blank is completed and the terms for payment are fully set out below, Employer directs HCSC to pay a fee to Employer's Broker on behalf of Employer and HCSC hereby agrees to pay such fee in accordance with the terms set forth herein. Employer acknowledges that Employer's Broker Fee is reflected in the rates set forth in this BPA. HCSC will administer the payments to Employer's Broker pursuant to Employer's directions and the schedule and in the amounts described herein and will not administer a payment in response to invoices which may be received from Employer's Broker. The parties further acknowledge and agree that HCSC shall not be obligated to administer the payment of any of Employer's Broker Fees until HCSC has received payment in full under the Contract. Any dispute regarding the amount of Employer's Broker Fee or the terms under which it should be paid is between Employer and Employer's Broker. If Broker Fee is paid per the terms below but Employer determines it is incorrect, Employer agrees to reimburse HCSC for such Broker Fee payments and Employer may recover directly from the Broker, if applicable under Employer's agreement with Broker. Employer acknowledges and agrees that HCSC will discontinue administering payments to Employer's Broker at the earliest of the following: (a) the termination of the Contract, (b) as mutually agreed by HCSC and Employer, (c) upon ninety (90) days' notice from Employer, or (d) upon five (5) days' notice from HCSC to Employer.

Note: The Employer Group Broker Fee described below is not HCSC Medicare sales or marketing Compensation, as those terms are defined in CMS Medicare regulations and guidance. HCSC continues to require licensure, Medicare Certification, and appointment for any producer who sells or markets Medicare Plans on HCSC's behalf, as set out in the Producer of Record section of this BPA, above.

Amount of Employer's Broker Fee to be paid: NA

Timing of Employer's Broker Fee payment:

monthly quarterly annually other (specify _____)

Additional instructions to HCSC on Broker Fee payment:

Contact information to whom Employer's Broker Fee is to be paid:

Name:

Street Address:

City:

State:

ZIP Code:

Phone Number:

Date:

PRODUCER OF RECORD INFORMATION

Please provide the information requested below on all Producers/Agencies to whom commissions are to be paid. Producers/Agencies must be appointed to do business with HCSC and Medicare Certified for sale of MAPD Plans. The Producer's or Agency's name(s) must exactly match the name(s) on record with HCSC.

Only one (1) Producer/Agency can receive commission from Medicare Plan for this Medicare group plan. If a Producer is affiliated with a General Agent, the General Agent for the Producer listed below may receive override compensation from Medicare Plan.

Producer/Agency name to whom commissions are to be paid (if Medicare Certified and Eligible for Payment):
NA

Producer Number of Producer or Agency :

Street Address:

City: _____ State: _____ ZIP Code: _____

Phone Number: _____ FAX Number: _____
(_____) _____ (_____) _____

Email Address: _____

Is Producer/Agency Medicare Certified with HCSC? Yes No

General Agent's Signature: _____ Date: _____

Producer Agency Representative: _____

Signature of Employer/Authorized Purchaser: _____

Signature of Producer Agency Representative: _____

Title: _____

Producer Agency Name: _____

Date: _____

Witness: _____

Producer Street Address: _____

Phone Number: _____

(_____) _____

City: _____

State: _____

ZIP Code: _____

Contracted Producer Tax ID Number: _____

Amount Submitted (for initial enrollment only):
\$ _____

HCSC Sales Representative: _____

Dee Mastro-Holzkopf

District/Cluster: _____

Other Information: _____

ACTUARIAL AUTHORIZATION - INTERNAL USE ONLY

Date BPA approved by Actuary:

Actuary:

Benefit program and premium notification letter included:

Date of Letter:

Yes No

SCHEDULE OF ELIGIBILITY

1

Standard Eligibility Provisions:

Retirees. If checked, Employer has determined that Eligible Person means a retiree who was enrolled in the Employer's health plan while an active employee, and meets CMS eligibility criteria to enroll in the Medicare Plan (e.g., entitled to Part A and enrolled in Part B).

Active Employees (for groups less than 20). If checked, Employer represents that **it has less than 20 employees** and has determined that Eligible Person includes an active employee who is Medicare Eligible and meets CMS eligibility criteria to enroll in the Medicare Plan, and who works on a full-time basis, who usually works at least 30 hours a week, and who otherwise meets the Participation Criteria established by an employer. The term includes a sole proprietor, a partner, and an independent contractor, if the individual is included as an employee under a Health Benefit Plan of a large employer regardless of the number of hours the sole proprietor, partner, or independent contractor works weekly, but only if the plan includes at least two other eligible employees who work on a full-time basis and who usually work at least 30 hours a week. Participation Criteria means any criteria or rules established by a large employer to determine the employees who are eligible for enrollment or continued enrollment under the terms of a Health Benefit Plan. The Participation Criteria may not be based on Health Status Related Factors.

The term "employee" has the meaning set forth under ERISA and applicable law. The Medicare Plan reserves the right to audit Employer's initial and ongoing eligibility determinations.

If checked, Employer has determined that "full-time basis" means an active employee that, based on advice from Employee's own counsel with expertise in these matters (including but not limited to expertise in non-discrimination laws), is required to be covered under the Policy in order to avoid liability and penalties under the Employer Shared Responsibility Requirements (26 USC § 4980H) and related rules and regulations, as amended or replaced.

NOTE: Medicare Plan reserves the right to deny coverage for any group in which less than 51% of the Eligible Persons live in the geographical service area of Medicare Plan's provider network.

SCHEDULE OF ELIGIBILITY (continued)**2****Employer has determined the following are also eligible (check all that apply):**

- Dependents of Retirees.** Eligible retirees' spouses, children, and Civil Union Partners (as defined in Employer's Policy) who are Medicare Eligible, meet CMS eligibility criteria to enroll in the Medicare Plan (e.g., entitled to Part A and enrolled in Part B), and for those of retired employees, were formerly covered by the group health plan.
- Domestic Partners.** Domestic Partners, as defined in the Policy, who are Medicare Eligible, meet CMS eligibility criteria to enroll in the Medicare Plan (e.g., entitled to Part A and enrolled in Part B), and for those of retired employees, were formerly covered by the group health plan. The Employer is responsible for providing notice of possible tax implications to those retirees with Domestic Partner Coverage.
- Active Employee Dependents** (if active employees are covered). Eligible Active Employees' spouses, children, and Civil Union Partners/Domestic Partners (as defined in Employer's Policy) who are Medicare Eligible, and meet CMS eligibility criteria to enroll in the Medicare Plan (e.g., entitled to Part A and enrolled in Part B). Employer is responsible for providing notice of possible tax implications to those covered employees with Domestic Partners.
- Part-time.** Part-time active employees of the employer (if active employees are covered) who meet the above criteria for active employees except for full-time status and hours of work.
- Other:**

Are any classes of employees or retirees to be excluded from coverage? Yes No

If yes, please identify the classes and describe the exclusion:

NOTE: The Medicare Plan reserves the right to disapprove class exclusion if prohibited under applicable law.**3**

Effective Date for Active Employee Coverage (if applicable): If Employer has less than 20 employees and has determined that active employees who are Medicare Eligible are eligible for enrollment in the Medicare Plan, Employer has determined that new Active Employees who are Medicare eligible may be subject to a waiting period before the employee and any dependents may have coverage effective under the group Medicare Plan. Such coverage effective date is indicated below.

 The 1st day of the month following the date of employment. The 1st day of the month following ____ month(s) (standard is 1 to 3 months) of employment.**4**

The Limiting Age for covered children (if applicable): Covered child means a natural child, a stepchild, an eligible foster child, an adopted child (including a child involved in a suit for adoption,) a child for whom the Insured is the legal guardian, under twenty-six (26) years of age, regardless of presence or absence of a child's financial dependency, residency, student status, employment status (if applicable under the Policy), marital status, or any combination of those factors, if the covered child is eligible military personnel, the Limiting Age is thirty (30) years as described in the Certificate Booklet. To cover children age twenty-six (26) or over, Employer may select option (a) or (b) below:

(a) Limiting Age for covered children age twenty-six (26) or over, who are married who are unmarried regardless of marital status, is ____ years (twenty-seven (27) - thirty (30) are the available options). If the covered child is eligible military personnel, the Limiting Age is thirty (30) years as described in the Certificate Booklet.

(b) Limiting Age for covered children who are full-time students and age twenty-six (26) or over, who are married who unmarried regardless of marital status, is years (twenty-seven (27) - thirty (30) are the available options). If the covered child is eligible military personnel, the Limiting Age is thirty (30) years as described in the Certificate Booklet.

SCHEDULE OF ELIGIBILITY (continued)

5 Coverage will terminate at the end of the period for which premium has been accepted. However, coverage shall be extended due to a leave of absence in accordance with any applicable federal or state law.

CURRENT ELIGIBLE POPULATION INFORMATION

1	Total Number of Employees (not including Dependents) on payroll:	
2	Total Number declining coverage (not covered elsewhere):	
3	Total Number of Retirees (not including Dependents):	
4	Total Number of Employees Eligible for Medicare (not including Dependents):	
5	Total Number of Retirees Eligible for Medicare (not including Dependents):	
6	Total Number (or estimate) of Dependents Eligible for Medicare (if applicable):	
7	Total Number of expected enrollees in the Medicare Plan:	73
Employer's Open Enrollment Period: 12/1 - 12/15		
If non-calendar year plan, provide renewal date:		

BENEFIT PLAN OPTIONS

Late Enrollment Penalty (LEP) attestation for enrollees*: Global Partial

*Employer please note whether you certify (either globally as to all enrollees or partially as to a subset of enrollees) that Eligible Persons had prior creditable Part D prescription drug coverage, and therefore should not be subject to any CMS Late Enrollment Penalty.

Person/entity responsible for paying LEP: Employer Group Member

Medicare Benefit Plan Options (check all that apply):

- Medicare Prescription Drug Plan (PDP)
- Medicare Advantage Prescription Drug (MAPD) Plan (HMO)
- Medicare Advantage Prescription Drug (MAPD) Plan (PPO)
- Medicare Advantage ONLY*

* If you select Medicare Advantage ONLY, enrollees will not have coverage for Part D prescription drugs at the pharmacy (retail or mail order), but Part B drugs will be covered under the medical benefit (in the doctor's office, hospital, clinic, etc., but not in a pharmacy).

Additional coverage options (check all that apply):

- Vision
- Hearing
- Fitness Program
- Dental Coverage
- Over-the-Counter benefits (OTC Medicine and supplies)
- Wellness Incentives & Rewards

Comments:

RATES

For the current year's premium and rate information, and benefit package selected, refer to the accepted finalized new group rates letter ("Letter") or the renewal exhibit ("Exhibit") for complete details. The Letter, or Exhibit, shall be incorporated by reference and made part of the BPA and Group Administration Document.

<p>1</p>	<p>FUNDING ARRANGEMENT:</p> <p><input checked="" type="checkbox"/> Premium – Prospective</p> <p><input type="checkbox"/> Other (if approved in advance): Please specify:</p>	
<p>2</p>	<p>PAYMENT METHOD: Employer chooses one of the following three methods of paying premiums as described in the Rate Letter:</p> <p><input checked="" type="checkbox"/> Employer Pays full amount directly to Medicare Plan (Employer may in its discretion collect some or a portion from Participants, according to its policies, but need not indicate that amount herein).</p> <p><input type="checkbox"/> Eligible Person/Participant Pays full amount directly to Medicare Plan.</p> <p><input type="checkbox"/> Split: Employer has determined the flat amount or percentage of contribution as outlined in the table below. Employer pays its portion directly to Medicare Plan; Eligible Person/Participant pays its portion directly to Medicare Plan.</p>	
<p>PRODUCT DESCRIPTION</p> <p>MA/PD</p> <p>Plan 1 PPO</p> <p>Plan 2</p> <p>Plan 3</p> <p>PDP</p> <p>Plan 1</p> <p>Plan 2</p> <p>Plan 3</p> <p>MA ONLY</p> <p>Plan 1</p> <p>Plan 2</p> <p>Plan 3</p>	<p>TOTAL MONTHLY PREMIUM</p> <p>\$ 399.50</p> <p>\$</p> <p>\$</p> <p>\$</p> <p>\$</p> <p>\$</p> <p>\$</p> <p>\$</p> <p>\$</p>	<p>MONTHLY EMPLOYER CONTRIBUTION IF SPLIT METHOD IS CHECKED ABOVE</p> <p>% or \$</p> <p>% or \$</p> <p>% or \$</p> <p>% or \$</p> <p>% or \$</p> <p>% or \$</p> <p>% or \$</p> <p>% or \$</p> <p>% or \$</p>
<p>3</p>	<p>Premium must be paid in accordance with the timeframes set out in Section III of the Group Administration Document for Medicare Group Plans. If not paid within the stated time, Medicare Plan can cancel coverage for non-payment in accordance with Sections III and IV of the Group Administration Document.</p>	
<p>4</p>	<p>Medicare Plan will give sixty (60) days prior written notification to Employer for change of premium rates, in accordance with the terms of Section III (F) of the Group Administration Document.</p>	
<p>5</p>	<p>HCSC reserves the right to change premium rates when a substantial change occurs in the number or composition of subscribers covered. A substantial change will be deemed to have occurred when the number of subscribers covered changes by ten percent (10%) or more over a thirty (30) day period or twenty five percent (25%) or more over a ninety (90) day period.</p>	

BILLING SPECIFICATIONS

Employees Listed: alphabetically by location

If by location, list locations including location numbers if applicable:

Billing Method for Employer Payments (check one): Paper Bill Electronic pdf Excel version
 (Billing Method for Participant Payments will be selected by each Participant upon enrollment.)

Billing Contact: Toni Sweatman

Billing Street Address:

City:	State:	ZIP Code:
Billing Phone Number: (____) _____	Billing Email Address:	

ID CARD DELIVERY

Medicare Plan will mail ID Cards to each Participant's address on file with Medicare Plan.

OTHER PROVISIONS

- | | |
|----------|---|
| 1 | This BPA is incorporated into and made a part of the Contract entered into and agreed upon by the Medicare Plan and the Employer. Contract means the Group Administration Document, the Benefit Program Application, and any other applications, Evidence of Coverage, riders, enclosures, attachments, appendices, addenda, exhibits, and amendments thereto. |
| 2 | Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage. |
| 3 | Employer represents and warrants that this BPA includes retiree-only plans and excepted benefits that are not subject to some or all of the provisions of Part A (Individual and Group Market Reforms) of Title XXVII of the Public Health Service Act (and/or related provisions in the Internal Revenue Code and Employee Retirement Income Security Act) (an "exempt plan status"). In no event shall the Medicare Plan be responsible for any legal, tax or other ramifications related to Employer's representation of exempt plan status. Employer shall indemnify and hold harmless the Medicare Plan and its directors, officers and employees against any and all loss, liability, damages, fines, penalties, taxes, expenses (including attorneys' fees and costs) or other costs or obligations resulting from or arising out of any claims, lawsuits, demands, governmental inquiries or actions, settlements or judgments brought or asserted against the Medicare Plan in connection with exempt plan status or any provision of inaccurate information. Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage. |
| 4 | All terms of any existing BPA as amended from time to time shall remain in force and effect. For the purposes of this Contract, the term "existing BPA" includes any other BPA for commercial group coverage, Schedule of Specifications and/or Group Agreement signed by the Employer, and any subsequent Schedules of Specifications and/or Group Agreements and amendments thereto. |

I UNDERSTAND AND AGREE THAT:

- 1** A minimum participation of two (2) Participants must be maintained under the MA-PD Plan(s) elected. With regard to MA-PD Plan(s), a substantial change in enrollment will be deemed to have occurred when the number of covered Participants changes by 10% or more over a 30-day period or 25% or more over a 90-day period.
- 2** Producer Statement (if applicable): I certify that I have reviewed all enrollment materials. I have also advised the employer that I have no authority to bind these coverages, to alter the terms of the Contract(s), this BPA or enrollment material in any manner or to adjust any claims for benefits under the Contract(s).
- 3** The Medicare Plan will report the value of all remuneration by the Medicare Plan to ERISA plans with 100 or more participants for use in preparation of ERISA Form 5500 schedules. Reporting will also be provided upon request to non-ERISA plans or plans with fewer than 100 participants. Reporting will include base commissions, bonuses, incentives, or other forms of remuneration for which your agent/consultant is eligible for the sale or renewal of self-funded and/or insured products.
- 4** The undersigned person represents that he/she is authorized and responsible for purchasing coverage on behalf of the employer and by signing this BPA, Employer agrees to the terms of the Contract. It is understood that the actual terms and conditions of coverage are those contained in the Contract into which this BPA shall be incorporated at the time of acceptance by the Medicare Plan.
- 5** The Employer's Benefit Program Application must pre-date the pre-requested Policy Effective Date and be received by the Medicare Plan at its home office, 300 E Randolph Street, Chicago, IL, 60601, no less than ninety (90) days prior to the requested Effective Policy Date.

Brian Boe	TOWN OF CLEVELAND [REDACTED]
Authorized Medicare Plan Representative	Signature of Authorized Purchaser
Group Medicare Sales Account Executive	[REDACTED]
Title	Title
1800 West Loop S Ste.600 Houston, TX 77027	
Address	Address
Sept. 7, 2021	
Date	Date
[REDACTED]	G. J. [REDACTED]
Agent Representative (if applicable)	

PROXY

If Employer selects a Medicare plan offered by Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), the undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members shall be held each year in the corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice mailed to the member not less than 30 nor more than 60 days prior to such meetings. This proxy shall remain in effect until revoked in writing by the undersigned at least 20 days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members. This proxy is not applicable to a Medicare plan offered by a subsidiary or affiliate of HCSC.

Group Number:	By: [Redacted]
<i>TOWN</i>	Print Signer's Name Here
<i>Cross</i>	[Redacted]
Signature and Title	
Group Name:	
Group Street Address:	
City:	State: ZIP Code:
Dated this _____ day of _____	

Blue Cross Group MedicareRx (PDP) is a prescription drug plan provided by HCSC Insurance Services Company (HISC), an Independent Licensee of the Blue Cross and Blue Shield Association. A Medicare-approved Part D sponsor. Enrollment in HISC's plan depends on contract renewal. Blue Cross Group Medicare Advantage HMO and PPO employer/union group plans provided by Health Care Service Corporation, a Mutual Legal Reserve Company (HCSC). HCSC is a Medicare Advantage organization with a Medicare contract. aut Enrollment in these plans depends on contract renewal.

Town Of Cicero

ASO Projection
for the period
January 1, 2023 - December 31, 2023

**1/1/2023 ASO Renewal
(Revised 9/28/22)**

214

Presented by:

Dee Mastro-Holzkopf

Blue Cross and Blue Shield of IL, a Division of Health Care Service Corporation, a Mutual
Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Proprietary and Confidential Information of BCBSIL

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Town Of Cicero

ASO Projection
January 1, 2023 - December 31, 2023
1/1/2023 ASO Renewal

CLAIM EXPERIENCE SUMMARY

P19208 - P69998 - P69999

Current

Month	Medical	Claims Drug	Total	Enrollment Medical
Aug-21				680
Sep-21	\$904,524.24	\$347,028.87	\$1,251,553.11	666
Oct-21	\$1,123,205.74	\$470,523.47	\$1,593,729.21	663
Nov-21	\$1,158,710.04	\$341,151.21	\$1,499,861.25	664
Dec-21	\$855,123.41	\$399,118.82	\$1,254,242.23	664
Jan-22	\$754,034.19	\$329,529.98	\$1,083,564.17	664
Feb-22	\$876,366.49	\$334,944.46	\$1,211,310.95	663
Mar-22	\$1,196,807.85	\$339,757.97	\$1,536,565.82	671
Apr-22	\$926,885.16	\$443,408.51	\$1,370,293.67	671
May-22	\$772,408.05	\$295,337.15	\$1,067,745.20	672
Jun-22	\$864,771.01	\$288,088.32	\$1,152,859.33	672
Jul-22	\$694,854.19	\$436,285.74	\$1,131,139.93	688
Aug-22	\$943,096.93	\$317,806.45	\$1,260,903.38	
Total	\$11,070,787.30	\$4,342,980.95	\$15,413,768.25	8,038
Cost PCPM	\$1,377.31	\$540.31	\$1,917.61	
Facility Network Savings			\$10,886,859.57	
Physician and BlueCard Network Savings			\$6,243,501.83	

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Prior

Month	Medical	Claims Drug	Total	Enrollment Medical
Aug-20				666
Sep-20	\$923,106.48	\$343,899.97	\$1,267,006.45	666
Oct-20	\$978,146.38	\$557,444.64	\$1,535,591.02	666
Nov-20	\$944,827.09	\$356,507.32	\$1,301,334.41	664
Dec-20	\$1,307,757.50	\$380,915.21	\$1,688,672.71	663
Jan-21	\$1,000,411.50	\$466,737.17	\$1,467,148.67	670
Feb-21	\$801,124.46	\$347,306.63	\$1,148,431.09	667
Mar-21	\$2,462,029.39	\$387,236.17	\$2,849,265.56	669
Apr-21	\$1,429,017.65	\$480,869.86	\$1,909,887.51	670
May-21	\$1,019,977.84	\$347,156.45	\$1,367,134.29	670
Jun-21	\$830,761.45	\$382,736.41	\$1,213,497.86	673
Jul-21	\$1,241,994.56	\$486,446.22	\$1,728,440.78	674
Aug-21	\$1,250,080.08	\$343,062.85	\$1,593,142.93	
Total	\$14,189,234.38	\$4,880,318.90	\$19,069,553.28	8,018
Cost PCPM	\$1,769.67	\$608.67	\$2,378.34	
Facility Network Savings			\$10,744,633.18	
Physician and BlueCard Network Savings			\$7,478,225.11	

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CLAIM PROJECTION

P19208 - P69998 - P69999	MEDICAL		DRUG		TOTAL	
	Prior	Current	Prior	Current	Prior	Current
	09/20-08/21	09/21-08/22	09/20-08/21	09/21-08/22	09/20-08/21	09/21-08/22
Net Paid Claims	\$14,189,235	\$11,070,787	\$4,880,319	\$4,342,981	\$19,069,554	\$15,413,768
Remove Large Claims	\$4,923,837	\$1,233,315	\$36,455	\$23,083	\$4,960,292	\$1,256,398
Number of Large Claims	5	3			5	3
Adjusted Net Paid Claims	\$9,265,398	\$9,837,472	\$4,843,864	\$4,319,898	\$14,109,262	\$14,157,370
Exposures	8,018	8,038	8,018	8,038	8,018	8,038
Average Claim Value (ACV) Per Contract Per Month (PCPM)	\$1,155.57	\$1,223.87	\$604.12	\$537.43	\$1,759.69	\$1,761.30
Annual Trend Rate *	3.9%	3.6%	11.0%	11.1%		
Trend Months (midpoint method)	28.0	16.0	28.0	16.0		
Trend Factor	9.3%	4.8%	27.6%	15.1%		
Trended ACV PCPM	\$1,263.04	\$1,282.62	\$770.86	\$618.58	\$2,033.90	\$1,901.20
Historical Plan Change Adjustment	0.00%	0.00%	0.00%	0.00%		
Enrollment Shift Adjustment	-1.24%	-0.80%	-1.82%	-0.98%		
Demographic Adjustment	-3.27%	-0.89%	-3.27%	-0.89%		
Adjusted ACV PCPM	\$1,206.59	\$1,261.04	\$732.08	\$607.07	\$1,938.67	\$1,868.11
Non-Pooled Large Claims PCPM	\$168.07	\$99.88	\$3.42	\$2.76	\$171.49	\$102.64
Projected ACV PCPM by Period	\$1,374.66	\$1,360.92	\$735.50	\$609.83	\$2,110.16	\$1,970.75
Experience Period Weighting	11%	89%	11%	89%	11%	89%
Blended Experience ACV PCPM		\$1,362.43		\$623.65		\$1,986.08
Manual ACV PCPM		\$1,414.03		\$485.70		\$1,899.73
Credibility		100%		100%		
Total Projected ACV PCPM		\$1,362.43		\$623.65		\$1,986.08
Projected Plan Change Adjustment		0.00%		0.00%		
Total Projected ACV PCPM with Adjustments		\$1,362.43		\$623.65		\$1,986.08
Stop Loss Alternate Deductible Adjustment		1.0000		1.0000		
Adjusted Projected ACV PCPM		\$1,362.43		\$623.65		\$1,986.08
Projected Enrollment		689		689		689
Number of Months in Policy Period		12		12		12
Projected Net Paid Claims		\$11,264,571		\$5,156,339		\$16,420,910
Projected Facility Network Savings		(\$11,209,452)				(\$11,209,452)
Projected Physician Savings		(\$6,054,380)				(\$6,054,380)
Total Projected Savings		(\$17,263,832)				(\$17,263,832)
Projected Blue Card Network Savings		(\$481,566)				(\$481,566)
Total Projected Network Savings		(\$17,745,398)				(\$17,745,398)
Projected Network Savings % of Total Gross Medical Clms		(61.2%)				(51.9%)
Projected Gross Paid Claims		\$29,009,969				\$34,166,308
01/01/2023 Proj. ACA Ded & OPX Changes		0.00%		0.00%		
Total Projected Benefit Adjustments		0.00%		0.00%		

*The Annual Trend Rate includes an adjustment for any unusual claim impact related to the pandemic event that is not expected to continue into the projection period. For example, the impact to the Annual Medical Trend Rate for a 12-month experience period including pandemic months could be approximately between 2% and 5%. The impact can vary materially from the stated ranges if the number of experience months is fewer than 12.

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TOTAL PROJECTED COST BY PRODUCT

RENEWAL	PPO	
	Fee	Total Cost
Projected Net Paid Claims		\$16,420,910
Illinois Facility Access Fee(% of ADPs)	1.49%	\$167,021
Individual Stop Loss (\$275,000 Deductible)	\$101.72	\$841,020
Aggregate Stop Loss 130% Attachment Factor		\$12,398
Administration Fee **	\$74.04	\$612,163
Additional Services PEPM	\$0.52	\$4,299
Prescription Drug Rebate Credit *	(\$149.24)	(\$1,233,916)
Medical Rebate Credit	(\$2.50)	(\$20,670)
Total Projected Cost		\$16,803,225
Change in Reserves		(\$68,339)
Recommended Equivalent Premium		\$16,734,886

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*This quote assumes Prime Therapeutics (PBM) Basic drug list and Traditional Select network.

** Administration Fee does not include Advanced Payment Review (APR) services charged at 25% of claims savings.

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1/1/2023 ASO Renewal

CONVENTIONAL EQUIVALENT RATE DEVELOPMENT

	P19208	P69998	P69999
Premium at Current Rates	\$15,949,532	\$1,280,213	\$56,789
Rate Action	-3.2%	-3.2%	-3.2%
Requested Premium at Renewal Rates	\$15,439,147	\$1,239,245	\$54,972

	Lives	Current	Renewal	Lives	Current	Renewal	Lives	Current	Renewal
HCSC Primary									
Single	152	\$1,126.76	\$1,090.70	37	\$973.40	\$942.25	0	\$788.73	\$763.49
Single + 1	141	\$2,253.53	\$2,181.42	10	\$1,946.78	\$1,884.48	0	\$1,577.47	\$1,526.99
Family	200	\$3,380.28	\$3,272.11	17	\$2,920.20	\$2,826.75	2	\$2,366.20	\$2,290.48
Medicare Primary									
Single	74	\$901.40	\$872.56	2	\$778.72	\$753.80	0	\$630.98	\$610.79
Family	54	\$1,802.83	\$1,745.14	0	\$1,557.43	\$1,507.59	0	\$1,261.96	\$1,221.58
HCSC & Medicare Total	621			66			2		

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STOP LOSS

Paid

	P19208 - P69998 - P69999		Customer Total	
	PCPM	TOTAL	PCPM	TOTAL
Projected Enrollment	689	8,268	689	8,268
Projected Paid Claims		\$16,420,910		\$16,420,910
Projected Illinois Access Fee		\$167,021		\$167,021
Projected Average Claim Value	\$2,006.28	\$16,587,923	\$2,006.28	\$16,587,923
Aggregate Stop Loss Attachment Factor	130%	130%	130%	130%
Aggregate Claim Factor	\$2,608.16	\$21,564,300	\$2,608.16	\$21,564,300
Aggregate Stop Loss Premium		\$12,398		\$12,398
Individual Stop Loss Deductible	\$275,000	\$275,000	\$275,000	\$275,000
Individual Stop Loss Premium	\$101.72	\$841,020	\$101.72	\$841,020
Minimum Aggregate Point of Attachment				\$19,407,870

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Town Of Cicero

ASO Projection
for the period
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1/1/2023 ASO Renewal

FEE COMPARISON (BY PRODUCT)

Renewal	PPO		Change
	Current	Renewal	
Projected Enrollment	681	689	1.2%
Single		265	
Family		424	
Illinois Access Fee	1.57%	1.49%	-5.1%
Administration Fee**	\$72.95	\$74.04	1.5%
Prescription Drug Rebate Credit	(\$124.67)	(\$149.24)	19.7%
Medical Rebate Credit	(\$2.50)	(\$2.50)	0.0%
Additional Services PCPM Fees	\$0.52	\$0.52	0.0%
Net Administration Fee PCPM	(\$53.70)	(\$77.18)	43.7%
Individual Stop Loss \$275,000 Deductible	\$93.38	\$101.72	8.9%
Aggregate Stop Loss 130% Attachment Factor	\$12,398	\$12,398	0.0%
Total Fixed Costs PCPM	\$41.19	\$26.04	-36.8%
Projected Average Claim Value PCPM	\$2,103.21	\$2,006.28	-4.6%
Projected Aggregate Claim Factor PCPM	\$2,734.17	\$2,608.16	-4.6%
Total Projected Costs PCPM	\$2,144.40	\$2,032.32	-5.2%

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**If a third party stoploss carrier is selected, a Third-Party Stop Loss Carrier fee of \$0.50 pcpm will apply.*

***Administration Fee does not include Advanced Payment Review (APR) services charged at 25% of claims savings.*

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CONDITIONS AND CAVEATS

Notwithstanding anything in the renewal or proposal to the contrary, BCBSIL reserves the right to revise or withdraw any term herein or to change our charge for the cost of coverage (premium, fees or other amounts) at any time before or during the contract period if any local, state or federal legislation, regulation, rule or guidance (or amendment or clarification thereto) is enacted or becomes effective/implemented, which would require BCBSIL to pay, submit or forward, on its own behalf or on the Employer Group's behalf, any additional tax, surcharge, fee, or other amount (all of which may be estimated, allocated or pro-rated amounts). BCBSIL also reserves the right to change the administrative fees it charges the Employer Group at any time before or during the contract period to the extent that any local, state or federal legislation, regulation, rule or guidance (or amendments or clarifications thereto) is enacted or becomes effective/implemented which results in increased projected claim costs or an increase to BCBSIL's expenses or cost of plan administration.

Unless otherwise stated, this renewal offer is made on the assumption the benefit program is for a plan that is not considered a "grandfathered health plans" as defined under the Affordable Care Act and related regulations. If you have questions about grandfathered health plans, please consult your legal counsel.

The total annual Stop Loss premiums and ACV factors are based upon the total projected enrollment and contract distribution as indicated on this exhibit. Significant changes in the above stated enrollment and contract distribution will require a review and adjustment of the fees and factors.

This renewal is being provided for the period indicated above.

This renewal offer expires as of the effective date indicated above.

This renewal offer assumes HCSC will remain the exclusive carrier for Medical and Rx coverage.

Upon inquiry from employer groups, BCBS will provide information to the employer group regarding commissions and other compensation paid to the employer's agent by BCBS in connection with the employer's policy or contract with BCBS.

The Individual Stop Loss quote is being offered on a Paid basis during the policy period indicated above.

The Aggregate Stop Loss quote is being offered on a Paid basis during the policy period indicated above.

Paid Claims subject to Individual Stop Loss are paid claims from the following line(s) of coverage: Medical, Drug, Illinois Access Fee

Paid Claims subject to Aggregate Stop Loss are paid claims from the following line(s) of coverage: Medical, Drug, Illinois Access Fee

HCSC reserves the right to adjust the Aggregate Claim Liability if one or more of the following occurs within the coverage period:

- the Account's composition changes (i.e. demographics)
- the Account's number of covered employees increases or decreases by more than 10%
- the Account's benefit program changes

The Minimum Aggregate Point of Attachment was calculated as 90% of the Aggregate Claim Liability per contract per month multiplied by the projected cumulative contracts for the period.

Aggregate Stop Loss premium is payable annually and is due by the first day of the policy period.

Individual Stop Loss premiums are payable on the first day of each month.

Any amount in excess of the Individual Stop Loss deductible will not be included in the Aggregate Stop Loss Settlement.

HCSC's pharmacy benefit manager, PRIME Therapeutics (PBM), holds rebate contracts with pharmaceutical manufacturers. Unless otherwise agreed by the parties, HCSC may, in some circumstances, provide the Employer with a Rebate Credit, but such Rebate Credit may not equal the entire amount of the rebates provided to HCSC by the PBM.

Employers that do not use Prime Therapeutics as their pharmacy benefit manager are NOT eligible for a Rebate Credit under the pharmacy benefit.

HCSC's current estimate of the rebates it will receive from the PBM, for drugs covered under the pharmacy benefit, for the employer's covered members, is approximately \$58.69 per script.

The PEPM Medical Rebate Credit is subject to change as HCSC will review the PEPM credit offer for each subsequent renewal.

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CONDITIONS AND CAVEATS

The Administrative charge includes a network access fee for employees residing in HCSC service areas (IL, MT, OK, NM, TX). Claims incurred outside HCSC service areas through the BlueCard program may be assessed a BlueCard access fee of no more than 3.62% of the discount applied, not to exceed \$2,000 per claim. An estimate of this access fee is included in our projected claim figures.

This quote is contingent upon the account signing new contract documents in a timely manner. If not signed, then HCSC may withdraw and/or revise the quote.

Pharmacy Rebate Credit includes estimate of rebates for all categories of drugs, including specialty drugs, based on our book of business.

If the prescription drug program is not administered by Prime today but is awarded the administration of the prescription drug program, the medical claim cost will be reduced due to the integration of the medical and prescription drug program.

We reserve the right to revise or withdraw our offer if, at any time during the projected coverage period:

- ☐ The actual number of enrolled contracts (in total, by product, or by benefit plan), the Single/Family mix, or the Medicare/Non-Medicare mix varies by +/- 10% from our projections.
- ☐ The information upon which our projections were based (benefit levels, census/demographics, commissions, etc.) becomes outdated or inaccurate.

Wellbeing Management (Health Management & Advocacy program) is included in the quoted administration fee.

Lock-In requirements for all stop loss proposals and renewals as follows:

-Stop Loss quotes/renewals released 180 or more days prior to effective date:

- All such offers are illustrative and cannot be locked in. See note below.

-Stop Loss quotes/renewals released 90 to 179 days prior to effective date:

- Can be locked in (via written acceptance) up to 45 calendar days after quote is released.
- After 45 calendar days without written acceptance, those offers become illustrative. See note below.

-Stop Loss quotes/renewals released within 89 days prior to effective date:

- Can be locked in at any time prior to effective date. (Stop Loss cannot be purchased after the policy period begins.)

Note: For quotes/renewals that are illustrative or otherwise not locked in, HCSC will require/review updated claim data which is within 180 days of the quoted effective date. A revised and final stop loss quote/renewal will be issued at that time.

Projected Net Paid Claims for non-HMO Medical coverages on these exhibits include Estimated Value Based Care Payments and Savings.

Value Based Care payments apply to Stop Loss Coverage.

BCBSIL retains the right to recoup monetary credits provided, any remaining implementation costs, shared savings or PG incentive fees from the plan sponsor in the event of early termination of the proposed coverage or contract, either in its entirety or with respect to certain custom services or programs included in this offer.

If a third party stop loss carrier is selected, a Third-Party Stop Loss Carrier fee will apply.

Offer is contingent upon proposed Wellbeing Management package design. Any modifications to the proposed package will impact the Wellbeing Management fee and Administrative Fee.

Administration Fee assumes Monthly claim funding.

This quote assumes Prime Therapeutics (PBM) Basic drug list and Traditional Select network.

Quote includes Advanced Payment Review (APR) program under APR program savings model. All claim savings realized through the APR program are passed through to the customer on the claim invoice, and HCSC will charge back 25% of the claim savings on the monthly administrative invoice.

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January 1, 2023 - December 31, 2023
 Numbers for Illustrative Purposes Only
 Rx Claims Only
 Claims Paid 01/01/2023 Through 12/31/2023

Rx Discount Standard Offer			
Traditional Pricing			
	Traditional Select	Network Advantage	Preferred
Retail		Discount	
Brand AWP minus	19.15%	20.50%	21.45%
Generic AWP minus	82.30%	83.70%	84.05%
		Dispensing Fee	
Brand	\$0.75	\$0.40	\$0.40
Generic	\$0.75	\$0.40	\$0.40
Mail		Discount	
Brand AWP minus	23.45%	23.45%	23.45%
Generic AWP minus	82.85%	82.85%	82.85%
		Dispensing Fee	
Brand	\$0 00	\$0 00	\$0 00
Generic	\$0 00	\$0 00	\$0 00
ESN		Discount	
Brand AWP minus	22.45%	23.50%	24.45%
Generic AWP minus	85.20%	85.80%	86.40%
		Dispensing Fee	
Brand	\$0 00	\$0 00	\$0 00
Generic	\$0 00	\$0 00	\$0 00
Specialty		Discount	
AWP minus	19.95%	19.95%	19.95%

Drug List	Average Rebate Credit PEPM
Balanced	(\$188.00)
Performance Select	(\$191.44)
Performance	(\$169.52)
Enhanced	(\$144.11)
Basic*	

*See Renewal Exhibits for Blended Rebate Credit PEPM.

Caveats

- Members will pay the lower of the contracted rate, U&C, or their applicable copayment. Zero balance logic is not employed.
 - Discounts are based on the actual NDC-11 dispensed.
 - Discounts provided do not include savings from DUR or other clinical programs.
 - Assumes client does not have 340B pricing.
 - Rebates will be paid on all eligible claims incurred during the life of the contract.
 - Rebates are earned on all eligible claims, regardless of days supply and member contribution percentages.
 - Compound claims and OTC claims are excluded from rebates.
 - Discount rates exclude compounds, foreign claims and specialty (as defined by the Specialty Fee Schedule).
 - If changes occur within the PBM marketplace which lead to a significant deviation from the current economic environment, both parties agree to proactively amend the contract to make all parties commercially reasonably economically neutral.
 - Brand drugs are defined as all drugs that have a Medi-Span multisource code field equal to 'M', 'N', or 'O'.
 - Generic drugs are defined as all drugs available in sufficient supply that have a Medi-Span multisource code field equal to 'Y'.
 - Assumes Exclusive Specialty through Specialty Pharmacy.
 - Dispensing fee will be \$0.00 for those drugs dispensed through Specialty Pharmacy.
- The above AWP's and Dispensing fees reflects HCSC's RX standard product for the Networks and Drug Lists offered. Group's estimated pricing will be based on the Network and Drug List selected.
- Drug list options above do not apply to plans with Bluescript Rx.
 - Network and Drug List options above only apply to plans with custom benefits.

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Wellbeing Management Detail

	P19208	P69998	P69999	Total
Projected Enrollment	621	66	2	689
<u>WBM Package Included in Administration Fee</u>	Empower+ BH	Empower+ BH	Empower+ BH	
Foundational Package Components				224
Foundational Package Components				
Total Foundational and Configurable	\$7.95	\$7.95	\$7.95	\$7.95
Total WBM Fee Included in Administration Fee	\$7.95	\$7.95	\$7.95	\$7.95

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Prospective Premium Projection
for the period
January 1, 2023 - December 31, 2023

1/1/2023 Premium BAHMO Renewal

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Presented by:

Dee Mastro-Holzkopf

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Town Of Cicero

**Prospective Premium Projection
January 1, 2023 - December 31, 2023
1/1/2023 Premium BAHMO Renewal**

CLAIM EXPERIENCE SUMMARY

Month	Medical	Claims		Enrollment
		Drug	Total	
				0

226

Blue Cross and Blue Shield of IL, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

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Town Of Cicero

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January 1, 2023 - December 31, 2023
1/1/2023 Premium BAHMO Renewal

CLAIM PROJECTION

BAHMO	MEDICAL	DRUG	TOTAL
	Current	Current	Current
Total Projected ACV PCPM	\$312.77	\$197.62	\$510.39
Projected Plan Change Adjustment	0.00%	0.00%	
Total Projected ACV PCPM with Adjustments	\$312.77	\$197.62	\$510.39
Stop Loss Alternate Level Adjustment	1.0000	1.0000	
Adjusted Projected ACV PCPM	\$312.77	\$197.62	\$510.39
Projected Enrollment	42	42	42
Number of Months in Policy Period	12	12	12
Projected Net Paid Claims	\$157,636	\$99,600	\$257,236

227

**The Annual Trend Rate includes an adjustment for any unusual claim impact related to the pandemic event that is not expected to continue into the projection period. For example, the impact to the Annual Medical Trend Rate for a 12-month experience period including pandemic months could be approximately between 2% and 5%. The impact can vary materially from the stated ranges if the number of experience months is fewer than 12.*

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TOTAL PROJECTED COST BY PRODUCT

RENEWAL	
	BA HMO
Projected Enrollment	42
Total Projected Net Claims	\$257,236
Physician Service Fees	\$128,855
Pooling (\$35,000 Level)	\$95,458
HMO Managed Care Fee	\$4,813
Total Benefit Charges	\$486,362
Desired Loss Ratio (DLR)	96.83%
Preliminary Premium	\$502,285
Required Premium	\$502,285
Premium at Current Rates	\$449,109
Required Premium/Premium at Current Rates	11.8%

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RATE DEVELOPMENT

	BAHMO		
Premium at Current Rates	\$449,109		
Rate Action	11.8%		
Requested Premium at Renewal Rates	\$502,106		
	Lives	Current	Renewal
HCSC Primary			
Single	19	\$508.96	\$569.02
Single + 1	7	\$983.18	\$1,099.20
Family	13	\$1,488.18	\$1,663.79
Medicare Primary			
Single	2	\$381.73	\$426.77
Family	1	\$763.46	\$853.55
HCSC & Medicare Total	42		

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Prospective Premium Projection
for the period
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1/1/2023 Premium BAHMO Renewal

RATE DEVELOPMENT

	BAHMO		
Premium at Current Rates	\$449,109		
Rate Action	6.00%		
Requested Premium at Renewal Rates	\$476,056		
	Lives	Current	Renewal
HCSC Primary			
Single	19	\$508.96	\$539.50
Single + 1	7	\$983.18	\$1,042.17
Family	13	\$1,488.18	\$1,577.47
Medicare Primary			
Single	2	\$381.73	\$404.63
Family	1	\$763.46	\$809.27
HCSC & Medicare Total	42		

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CONDITIONS AND CAVEATS

Notwithstanding anything in the renewal or proposal to the contrary, BCBSIL reserves the right to revise or withdraw any term herein or to change our charge for the cost of coverage (premium, fees or other amounts) at any time before or during the contract period if any local, state or federal legislation, regulation, rule or guidance (or amendment or clarification hereto) is enacted or becomes effective/implemented, which would require BCBSIL to pay, submit or forward, on its own behalf or on the Employer Group's behalf, any additional tax, surcharge, fee, or other amount (all of which may be estimated, allocated or pro-rated amounts). BCBSIL also reserves the right to change the premium rates it charges the Employer Group at any time before or during the contract period to the extent that any local, state or federal legislation, regulation, rule or guidance (or amendments or clarifications hereto) is enacted or becomes effective/implemented which results in increased projected claim costs or an increase to BCBSIL's expenses or cost of plan administration.

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

After the initial benefit plan design(s) is quoted, HCSC will not be providing a Minimum Value determination for any requested alternative benefit plan design(s). After you have notified HCSC of your final benefit plan design selection(s) for the upcoming policy year or renewal period, a statement indicating whether each selected benefit plan design meets/does not meet Minimum Value standards will be included in the corresponding Summary of Benefits and Coverage document(s) provided by HCSC.

Unless otherwise stated, this renewal offer is made on the assumption the benefit program is for a plan that is not considered a "grandfathered health plans" as defined under the Affordable Care Act and related regulations. If you have questions about grandfathered health plans, please consult your legal counsel.

This renewal is being provided for the period indicated above.

This renewal offer expires as of the effective date indicated above.

This renewal offer assumes HCSC will remain the exclusive carrier for Medical and Rx coverage.

Upon inquiry from employer groups, BCBS will provide information to the employer group regarding commissions and other compensation paid to the employer's agent by BCBS in connection with the employer's policy or contract with BCBS.

We reserve the right to revise or withdraw our offer if, at any time during the projected coverage period:

- ☐ The actual number of enrolled contracts (in total, by product, or by benefit plan), the Single/Family mix, or the Medicare/Non-Medicare mix varies by +/- 10% from our projections.
- ☐ The information upon which our projections were based (benefit levels, census/demographics, commissions, etc.) becomes outdated or inaccurate.

Wellbeing Management (Health Management & Advocacy program) is included in the quoted administration fee.

Offer is contingent upon proposed Wellbeing Management package design. Any modifications to the proposed package will impact the Wellbeing Management fee and Administrative Fee.

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Wellbeing Management Detail

	BAHMO	Total
Projected Enrollment	42	42
<u>WBM Package Included in Premium</u>	Wellness for IL HMO	232
Foundational Package Components		
Foundational Package Components		
Total Foundational and Configurable	\$0.45	\$0.45
Total WBM Fee Included in Premium	\$0.45	\$0.45

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Benefit Program Application (“ASO BPA”)

Applicable to Administrative Services Only (ASO) Group Accounts

administered by Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation,
a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association, hereinafter referred to as “Claim
Administrator” or “BCBSIL”

Group Status: Renewing ASO Account

Employer Account Number (6-digits): 019209

Group Number(s): P19208, P69998, P69999 (H.S.A)

Section Number(s): See account structure

Legal Employer Name: Town of Cicero

(Specify the Employer or the employee trust applying for coverage. Names of subsidiary or affiliated companies to be covered must also be named below. AN EMPLOYEE BENEFIT PLAN MAY NOT BE NAMED.)

ERISA Regulated Group Health Plan*: Yes No

Is your ERISA Plan Year* a period of 12 months beginning on the Effective Date of Coverage specified below? Yes
If not, please specify your ERISA Plan Year*: Beginning Date ___/___/___ End Date ___/___/___ (month/day/year)

ERISA Plan Administrator*: _____

Plan Administrator’s Address: _____

If you maintain that ERISA is not applicable to your group health plan, give legal reason for exemption:
Select from Drop Down ; if applicable, specify other: _____

Is your Non-ERISA Plan Year* a period of 12 months beginning on the Anniversary Date specified below? Yes
If not, please specify your Non-ERISA Plan Year*: Beginning Date ___/___/___ End Date ___/___/___ (month/day/year)

For more information regarding ERISA, contact your Legal Advisor.

*All as defined by ERISA and/or other applicable law/regulations

Effective Date of Coverage: (Month/day/Year) 01 / 01 / 2023

Anniversary Date: (Month/Day/Year) 01 / 01 / 2024

Retiree-Only Plan(s) Identification:

For more information regarding Retiree-only plans, contact your Legal Advisor.

Do you have one or more Retiree-only plan(s)? Yes No

If yes, please provide Benefit Agreement number, or group and section numbers of the Retiree-only plan(s):

Account Information

NO CHANGES

SEE ADDITIONAL PROVISIONS

Standard Industry Code (SIC): 9111

Employer Identification Number (EIN): 36-6005833

Address: 4949 W. Cermak Road

City: Cicero

State: IL

ZIP: 60804-2461

Administrative Contact: Sarah Jelic

Title: Director of Human Resources

Email Address: sajelic@thetownofcicero.com

Phone Number: 708-656-3600

Fax Number: 708-656-2575

Wholly Owned Subsidiaries to be covered:

Affiliated Companies to be covered:

Employer Identification Number (EIN):

(Affiliated Companies must be required or permitted to be aggregated per IRS Guidelines, Employer hereby confirms that Employer, Subsidiaries and Affiliates are treated as a single employer under Internal Revenue Code Section 414(b), or (c), or (m) or (o), or under applicable law.)

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Blue Access for EmployersSM ("BAESM") Contact: Sarah Jelic

(The BAE Contact is the Employee authorized by the Employer to access and maintain the Employer's account in BAE.)

Email Address: sajelic@thetownofcicero.com

Phone Number: 708-656-3600

Fax Number: 708-656-2575

The Employer or other company listed in this BPA is a public entity or governmental agency/contractor

Producer of Record Information

NO CHANGES SEE ADDITIONAL PROVISIONS

Effective: _____

If applicable, the below-named producer(s) or agency(ies) is/are recognized as Employer's Producer of Record (POR) to act as a representative in negotiations with and to receive commissions from BCBSIL, Claim Administrator's corporate subsidiaries, as applicable, for procuring Claim Administrator's claims administration services for Employer's employee benefit program(s). This statement rescinds any and all previous POR appointments for the Employer. The POR is authorized to perform membership transactions on behalf of the Employer. This appointment will remain in effect until withdrawn or superseded in writing by the Employer.

Are commissions to be paid? Yes No

Producer or Agency to whom commissions are to be paid*:

Illinois Producer#:

NPN:

Address:

City:

State:

Phone:

Fax:

Is Producer/Agency appointed with BCBSIL? Yes No

Commissions:

PCPM \$ Does a Monthly Cap Apply Yes No \$ (If cap is annual, divide by twelve)

Flat \$ Does a Monthly Cap Apply Yes No \$ (If cap is annual, divide by twelve)

Percentage of Stop Loss: %

ADDITIONAL COMMISSIONS:

* The Producer or agency name(s) above to whom commissions are to be paid must exactly match the name(s) on the appointment application(s).

Schedule of Eligibility

NO CHANGES SEE ADDITIONAL PROVISIONS

Employer has made the following eligibility decisions:

1. Eligible Person means:

- A full-time employee of the Employer.
- A full-time employee of the Employer who is a member of: _____ (name of union)
- A part-time employee of the Employer.
- A retiree of the Employer. Define criteria:
- Other: Retiree: A Plan Participant who has retired from active employment with The Town of Cicero, including the Cicero Police Department, Fire Department and Library District, and has fulfilled the Years of Service requirement for a Cicero Police, Fire or an IMRF Pension. Upon the death of such formerly employed Retiree, the Survivor of such Retiree, as defined in the applicable Cicero Police, Fire or the IMRF Pension Plan, shall be a retiree for the purposes of this Health Plan. For Purposes of this Section, the Years of Service requirement shall be as defined as the minimum number of years required by the respective pension fund in order to be eligible for a pension

Are any classes of employees to be excluded from coverage? Yes No

If yes, please identify the classes and describe the exclusion:

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2. Employee definitions:

Full-Time Employee means:

- A person who is regularly scheduled to work a minimum of _____ hours per week and who is on the permanent payroll of the Employer.
- Other: Appointed members of the Cicero Board and Committees while they are serving on the appointed Board of Committee. Once appointed Board or Committee members are no longer serving on the Board of Committee, they are no longer eligible for coverage. Elected Town of Cicero Officials while serving in office and former Elected Officials per ordinance after leaving office.

Part-Time Employee means:

- A person who is regularly scheduled to work a minimum of _____ hours per week and who is on the permanent payroll of the Employer.
- Other:

3. The Effective Date of termination for a person who ceases to meet the definition of Eligible Person:

- The date such person ceases to meet the definition of Eligible Person.
- The last day of the calendar month in which such person ceases to meet the definition of an Eligible Person.
- Other: Appointed members of the Cicero Board and Committees while they are serving on the appointed Board of Committee. Once appointed Board or Committee members are no longer serving on the Board of Committee, they are no longer eligible for coverage. Elected Town of Cicero Officials while serving in office and former Elected Officials per ordinance after leaving office.

4. Select an effective date rule for a person who becomes an Eligible Person after the Effective Date of the Employer's health care plan (the effective date must not be later than the 91st calendar day after the date that a newly eligible person becomes eligible for coverage, unless otherwise permitted by applicable law).

- The date of employment.
- The _____ day of employment.
- The _____ day of the month following _____ month(s) of employment.
- The _____ day of the month following _____ days of employment.
- The _____ day of the month following the date of employment.
- Other: The date of employment- for elected officials. For all other employees- the 60th day of employment

Is the waiting period requirement to be waived on initial group enrollment? Yes No

Are there multiple new hire waiting periods? Yes No

If yes, please attach eligibility and contribution details for each section.

5. Domestic partners covered: Yes No

If yes: a domestic partner is eligible to enroll for coverage.

If yes, are domestic partners eligible for continuation of coverage? Yes No

If yes, are dependents of domestic partners eligible to enroll for coverage? Yes No

If yes, are dependents of domestic partners eligible for continuation of coverage? Yes No

The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for domestic partners.

6. Civil Union Partners covered:

- The Employer is an Illinois county, municipality, the State of Illinois, subject to the Illinois School Code, a church plan or other non-ERISA plan. For such Employers, a Civil Union Partner and his or her dependents are automatically eligible to enroll for coverage and, once enrolled, eligible for continuation of coverage as described in the Employer's Plan.

For all other Employers: Yes No

If yes: A Civil Union Partner and his or her dependents are eligible to enroll for coverage.

If yes: Are Civil Union Partners and his or her dependents eligible for continuation of coverage? Yes No

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The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for Civil Union Partners.

7. **Limiting Age for covered children:** Twenty-six (26) years, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage, or any combination of those factors. Other:

If Employer is an Illinois county, municipality, the State of Illinois, or subject to the Illinois School Code, this Limiting Age is extended to thirty (30) years, for unmarried eligible military personnel as described in the Employer's Plan.

8. **Termination of coverage upon reaching the Limiting Age:**

- The last day of coverage is the day prior to the birthday.
- The last day of coverage is the last day of the month in which the limiting age is reached.
- The last day of coverage is the last day of the billing month.
- The last day of coverage is the last day of the year (12/31) in which the limiting age is reached.
- The last day of coverage is the day prior to the Employer's Anniversary Date.

Will coverage for a child who is medically certified as disabled and dependent on the employee terminate upon reaching the limiting age even if the child continues to be both disabled and dependent on the employee? Yes No

However, such coverage shall be extended in accordance with any applicable federal or state law and the Disabled Dependent provisions of this BPA. *The Employer will notify BCBSIL of such requirements.*

9. **Disabled dependent:** A disabled dependent means a dependent child who is medically certified as disabled and dependent upon the Employee or his/her spouse.

To administer medical certification of disabled dependents, you may select option (a) Standard Rules or (b) Custom Rules. BCBSIL will administer its standard process for administration of disabled dependent coverage if (a) below is selected by Employer, or at the Employer's direction memorialized below, BCBSIL will follow a customized process if Employer selects (b). If (b) is selected there are additional selections regarding age, proof of prior coverage, certification review, forms, and previous medical certification approvals.

- (a) Disabled dependent administration will follow **Standard Rules**.

A disabled dependent is eligible to **continue** coverage beyond the limiting age, provided the disability began before the child attained the age of 26. A disabled dependent is eligible to **add** coverage beyond the limiting age, provided the disability began before the child attained the age of 26, and proof of coverage as a disabled dependent is provided. Administration of certification review is administered by BCBSIL; a disabled dependent certification form must be submitted to BCBSIL.

- (b) Disabled dependent Administration will follow **Custom Rules**. Please make the following sections:

Age: Please select one option regarding age of when the disability began.

- The disability must have begun before the child attained the age of 26.
- All disabled dependents are covered regardless of when the disability began.

Proof of prior coverage: Please select required or not required below:

When **adding** coverage, proof of prior coverage as a disabled dependent is required not required.

Certification review: Please select one option regarding the administration of certification review.

- Certification review is administered by BCBSIL; a disabled dependent certification form must be submitted to BCBSIL.
- Certification review is administered by the Employer; there are no disabled dependent certification form requirements.

If certification review is administered by BCBSIL, please select one option regarding forms:

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- Utilize BCBSIL disabled dependent certification forms.
- Utilize custom/other disabled dependent certification forms.

If Certification Review is administered by BCBSIL, please select allowed or not allowed below:

A disabled dependent approved certification from a prior insurance carrier is allowed not allowed.
 A disabled dependent approved certification from a prior BCBS policy is allowed not allowed.

10. Will extension of benefits due to temporary layoff, disability or leave of absence apply?

- Yes (specify number of days below) No

Temporary Layoff: _____ days

Disability: _____ days

Leave of Absence: _____ days

However, benefits shall be extended for the duration of an Eligible Person's leave in accordance with an applicable federal or state law. The Employer will notify BCBSIL of such requirements.

11. Enrollment:

Special Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents within thirty-one (31) days of a Special Enrollment qualifying event if he/she did not previously apply prior to his/her Eligibility Date or when otherwise eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be the effective date of the qualifying event or, in the event of Special Enrollment due to marriage or termination of previous coverage, then no later than the first day of the Plan Month following the date of receipt of the person's application of coverage.

An Eligible Person may apply for coverage within sixty (60) days of a Special Enrollment qualifying event in the case either of a loss of coverage under Medicaid or a state Children's Health Insurance program, or eligibility for group coverage where the Eligible Person is deemed qualified for group coverage assistance under a state Medicaid or CHIP premium assistance program.

Open Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so, during the Employer's annual Open Enrollment Period. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer. Such date shall be subsequent to the Open Enrollment Period.

Specify Open Enrollment Period: December 1 for January 1 effective date

Late Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer.

Select one of the provisions below:

- Open Enrollment – Late applicants may only apply during Open Enrollment.
- Late Entrant – Late applicants may apply at any time – coverage effective date is determined by the receipt date and the rules governing off-cycle enrollments.

12. * Does COBRA Auto Cancel apply? Yes No

*Member's COBRA/Continuation of Coverage will be automatically cancelled at the end of the member's eligibility period.
 * Not recommended for accounts with automated eligibility.*

CURRENT EMPLOYEE ELIGIBILITY INFORMATION

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Current number of eligible subscribers at onboarding and/or annual renewal _____.

Lines of Business (Check all applicable services)		<input type="checkbox"/> NO CHANGES	<input type="checkbox"/> SEE ADDITIONAL PROVISIONS
<u>Medical Plan Services:</u> <input checked="" type="checkbox"/> Participating Provider Option (PPO) <input type="checkbox"/> Blue Choice Select PPO <input type="checkbox"/> Blue Choice Options <input type="checkbox"/> Blue High Performance Network SM (BlueHPN SM)	<u>Consumer Driven Health Plan:</u> <input type="checkbox"/> BlueEdge SM HCA Administrative Services (<i>if purchased, complete separate HCA BPA</i>) <input checked="" type="checkbox"/> BlueEdge SM HSA Eligible Health Plan (vendor: Select Vendor) <input type="checkbox"/> FSA (vendor: Select Vendor) <input type="checkbox"/> HRA (vendor: Select Vendor)		
<u>Additional Services:</u> <input checked="" type="checkbox"/> Wellbeing Management <input type="checkbox"/> Wellness Incentives <input type="checkbox"/> Health Advocacy Solutions <input type="checkbox"/> Mercer Health Advantage <input type="checkbox"/> Custom Care Management Unit <input type="checkbox"/> Blue Directions SM (Private Exchange) (<i>If selected, the Blue Directions Addendum is attached and made a part of the parties' Administrative Services Agreement.</i>) <input type="checkbox"/> Limited Fiduciary Services for Claims and Appeals <input type="checkbox"/> Other Select Product <input type="checkbox"/> Other Select Product <input type="checkbox"/> Other Select Product <input type="checkbox"/> Other Select Product <input type="checkbox"/> Other <input type="checkbox"/> Other	<u>Prescription Drugs:</u> <input checked="" type="checkbox"/> Covered under a pharmacy benefit (<i>If selected, the PBM Fee Schedule Addendum must be attached and is part of this BPA.</i>) <input type="checkbox"/> Covered under the medical benefit or Blue Script Pharmacy Network (Select one): <input checked="" type="checkbox"/> Traditional Select Network <input type="checkbox"/> Advantage Network <input type="checkbox"/> Preferred Network (Not offered with Blue Script) <input type="checkbox"/> Elite Network (Not offered with Blue Script) <input type="checkbox"/> Network on PBM Fee Schedule Addendum <input type="checkbox"/> Other (please specify): PPO Drug List: Basic Drug List Other (please specify): PPO/HSA Preventive Drug List: Please specify: Select Option Other Rx programs: Please specify: Select Program <u>Prescription Drug Program Clinical Programs</u> <input type="checkbox"/> Pharmaceutical Care Management (Retrospective) (Included with HAS)		
<u>Ancillary Services:</u> <input checked="" type="checkbox"/> Dental Plan Services <input type="checkbox"/> Vision Insurance (<i>if selected, complete a separate application</i>) <input checked="" type="checkbox"/> Stop Loss (<i>if selected, complete separate Exhibit to the Stop Loss Coverage Policy</i>) <input type="checkbox"/> Life, Disability, Critical Illness or Accident Insurance (<i>if selected, complete a separate application for those coverages</i>) <input checked="" type="checkbox"/> COBRA Administrative Services (<i>if selected, complete separate COBRA Administrative Services Addendum to the BPA</i>)			

Mercer Health Advantage is offered by Mercer, an independent company, and is administered by Blue Cross and Blue Shield of Illinois.

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Custom Care Management Unit is offered by Willis Towers Watson, an independent company, and is administered by Blue Cross and Blue Shield of Illinois.

Medical and Dental benefits and services are administered by Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association.

Life, Disability, Critical Illness, Accident and Vision products are issued by Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148. Blue Cross and Blue Shield of Illinois is the trade name of Dearborn Life Insurance Company, an independent licensee of the Blue Cross and Blue Shield Association, BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

FEE SCHEDULE

Employer shall pay amounts Claim Administrator bills Employer for benefit claims Claim Administrator processes on Employer's behalf as well as administrative fees as set forth in this Fee Schedule.

Payment Specifications NO CHANGES SEE ADDITIONAL PROVISIONS

Employer Payment Method: Online Bill Pay Electronic Auto Debit Check

Employer Payment Period: Weekly (cannot be selected if Check is selected as payment method above)
 Semi Monthly (cannot be selected if Check is selected as payment method above)
 Monthly

Claim Settlement Period: Monthly

Run-Off Period: Employer payments are to be made for 12 months following end of Fee Schedule Period. Standard is twelve (12) months.

Fee Schedule Period: To begin on Effective Date of Coverage and continue for 12 months. If other than 12 months, please specify: _____ months.

Administrative Per Employee Per Month (PEPM) Charges NO CHANGES SEE ADDITIONAL PROVISIONS

	Medical	Dental		
Administrative Fee	\$74.04	\$3.70	\$	\$
Dental	\$	\$	\$	\$
Limited Fiduciary Services	\$	\$	\$	\$
Advanced Payment Review	25% \$	% \$	% \$	% \$
*Medical Drug Rebate Credit	\$(2.50)	\$()	\$()	\$()
*Rebate Credit for the Prescription Drug Program	\$(149.24)	\$()	\$()	\$()
Management of the Virtual Visits Program	\$.52	\$	\$	\$
Wellbeing Management	\$	\$	\$	\$
Health Advocacy Solutions	\$	\$	\$	\$
Pharmaceutical Care Management (Retrospective) (No cost if both HAS and Prescription Drug Program are elected)	\$	\$	\$	\$
Commissions: _____	\$	\$	\$	\$
Commissions: _____	\$	\$	\$	\$
Commissions: _____	\$	\$	\$	\$
Other: Select Service Category List Service:	\$	\$	\$	\$
Other: Select Service Category List Service:	\$	\$	\$	\$
Other: Select Service Category List Service:	\$(77.18)	\$3.70	\$	\$

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

Other: Select Service Category List Service:	\$	\$	\$	\$
Miscellaneous:	\$	\$	\$	\$
Miscellaneous:	\$	\$	\$	\$
Total	\$	\$	\$	\$

*The Rebate Credit is a per Covered Employee per month credit applied to the monthly billing statement. The Employer and Claim Administrator have agreed to the Rebate Credit and Employer agrees that it and its group health plan have no right to, or legal interest in, any portion of the rebates, either under the pharmacy benefit or the medical benefit, actually provided by the Pharmacy Benefit Manager ("PBM") or a pharmaceutical manufacturer to Claim Administrator and consents to Claim Administrator's retention of all such rebates. The Rebate Credit will be provided from Claim Administrator's own assets and may or may not equal the entire amount of rebates actually provided to Claim Administrator or expected to be provided. Rebate Credits shall not continue after termination of the Prescription Drug Program. Employer agrees that any Rebate Credit provision in the governing Administrative Services Agreement to the contrary is hereby superseded.

Administrative Line Item Charges	Frequency	Amount
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	_____%
Total:		\$ _____

Claim Administrator Provider Access Fee(s)	<input type="checkbox"/> NO CHANGES <input type="checkbox"/> SEE ADDITIONAL PROVISIONS
Group Number(s): P19208, P69998, P69999	
<input checked="" type="checkbox"/> % of ADP Savings: 1.49%	
<input type="checkbox"/> \$ per Covered Employee per month: \$	
<input type="checkbox"/> Group with multiple Provider Access Fees by services (e.g., CMM, and/or PPO plans): Group Number(s):	
<input type="checkbox"/> % of ADP Savings: %	
<input type="checkbox"/> \$ per Covered Employee per month: \$	
BlueCard Program/Network access fees: Available upon request.	

NO CHANGES SEE ADDITIONAL PROVISIONS

NSA Fees

In connection with the claims, items, and services that are subject to the No Surprises Act (“NSA”) and disputed by a Provider, Employer agrees to pay Claim Administrator the following fees:

- Fifty dollars (\$50) for each claim that is the subject of informal negotiation with a Provider (this fee will be charged in the event the Provider, in its sole discretion, determines that it will not accept the initial payment amount); and
- An additional seventy-five dollars (\$75) per claim for each independent dispute resolution process (“IDR”) where Claim Administrator represents Plan (this fee will be charged in the event the Provider, in its sole discretion, determines that it will initiate IDR after the informal negotiation period); and
- All costs imposed by the IDR entity or any state, federal or local government entity in connection with an IDR.

External Review Coordination: Yes No

If yes, coordination fee: \$700 for each external review requested by a Covered Person that the Claim Administrator coordinates for the Employer in relation to the Employer’s Plan.

Employer elects the following process:

State of Illinois External Review Process Federal Affordable Care Act Process

If no, provide name and address of administrator(s) of external review coordination and indicate if administrating medical claims and/or pharmacy claims:

Administrator: Medical claims: Pharmacy claims: Name: _____ Mailing Address: _____

Administrator: Medical claims: Pharmacy claims: Name: _____ Mailing Address: _____

Advanced Payment Review (APR): Yes No

APR is a suite of payment integrity offerings. Refer to the ABS. If Employer elects APR, indicate APR Savings Program or PEPM below:

APR Savings Program
 PEPM

For APR capabilities other than Reimbursement Services: If Employer elects APR Savings Program, Claim Administrator will invoice the percentage indicated in the Fee Schedule of any savings amounts identified by Claim Administrator or third-party vendor.

Reimbursement Services: Yes No If yes, Claim Administrator will retain twenty-five percent (25%) of any recovered amounts made on third-party liability claims other than recovery amounts received as a result of or associated with any Workers’ Compensation Law.

FlexAccess™: Yes No

Claim Administrator will assess a program fee equal to 20% of the total shared savings. Total shared savings is calculated as follows:

The difference between Employer responsibility without the FlexAccess Program and Employer responsibility with the FlexAccess Program. The Employer responsibility with the FlexAccess Program is the cost of the drug minus: (1) the manufacturer copay assistance dollars that are allocated to the cost of the drug and (2) the member’s cost share for the member enrolled in the program. The Employer responsibility without the FlexAccess Program is the cost of the drug minus the member cost share if the member was not enrolled in the program.

Third-Party Law Firms Provisions (other than Reimbursement Services): Employer will pay no more than 35% of any recovered amount made by Claim Administrator’s third-party law firm or up to 35% of any recovered amount will be deducted from the amount distributed according to established allocation processes.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

IL GEN ASO BPA (Rev. 06/22) Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Alternative Compensation Arrangements: Employer acknowledges and agrees that Claim Administrator has Alternative Compensation Arrangements with contracted Providers, including but not limited to Accountable Care Organizations and other Value Based Programs. Further information concerning Employer's payment for covered services under such Arrangements is described in the Administrative Services Agreement between the Claim Administrator and the Employer.

Virtual Visits Program: Yes No

If yes, Covered Persons would be able to obtain certain Covered Services remotely via interactive video and/or interactive audio/video (where available) capability from Virtual Visits powered by MDLIVE.

MDLIVE® is a separate company that operates and administers Virtual Visits for persons with coverage through Blue Cross and Blue Shield of Illinois. MDLIVE is solely responsible for its operations and for those of its contracted providers. MDLIVE® and the MDLIVE logo are registered trademarks of MDLIVE, Inc., and may not be used without permission.

Termination Administrative Charge

As applies to the Run-Off Period indicated in the Payment Specifications section above:

- i. **For service charges (including, but not limited to, access fees) billed on a per Covered Employee basis at the time of termination of the Administrative Services Agreement or partial termination of Covered Employees,** the Termination Administrative Charge will be the amount equal to ten percent (10%) of the annualized charges based on the service charges in effect as of the termination date or date of partial termination and the Plan participation of the two (2) months immediately preceding the termination date or date of partial termination. Such aggregate amount will be due the Claim Administrator within ten (10) days of the Claim Administrator's notification to the Employer of the Termination Administrative Charge described herein.
- ii. **For service charges (including, but not limited to, access fees) billed on a basis other than per Covered Employee at the time of termination of the Administrative Services Agreement or partial termination of Covered Employees,** the Termination Administrative Charge will be such service charges in effect at the time of termination of the Administrative Services Agreement or partial termination of Covered Employees to be applied and billed by the Claim Administrator, and paid by the Employer, in the same manner as prior to termination of the Administrative Services Agreement or partial termination of Covered Employees.

Other Provisions

NO CHANGES

SEE ADDITIONAL PROVISIONS

1. Summary of Benefits & Coverage:

a. Will Claim Administrator create Summary of Benefits and Coverage (SBC)?

- Yes. Please answer question b. The SBC Addendum is attached.
 No. If no, then skip question b and refer to the Administrative Services Agreement for further information.

b. Will Claim Administrator distribute the (SBC) to Covered Persons?

- No. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Administrative Services Agreement) and provide SBC to Employer in electronic format. Employer will then distribute SBC to Covered Persons (or hire a third party to distribute) as required by law.
 Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Administrative Services Agreement) and distribute SBC to plan participants and beneficiaries via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is one dollar and fifty cents (\$1.50) per package.

2. Massachusetts Health Care Reform Act:

Does the Employer direct Claim Administrator to provide written statements of creditable coverage to its Covered Employees who reside, or have enrolled dependents who reside, in Massachusetts and file electronic reports to the Massachusetts Department of Revenue in a manner consistent with the requirements under the Massachusetts Health Care Reform Act? Yes No

If no: The Employer acknowledges it will provide written statements and electronic reporting to the Massachusetts Department of Revenue if required by the Massachusetts Health Care Reform Act.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

3. Alternative Care Management Program (applicable to the purchased medical management program):

Yes No

The undersigned representative authorizes provision of alternative benefits for services rendered to Covered Persons for Utilization Management, Case Management, including but not limited to Behavioral Health, and other health care management programs.

4. Prior Authorization (applicable to the purchased medical management program): Employer acknowledges and agrees to utilize Claim Administrator's standard list of services and supplies for which Prior Authorization (also called pre-notification or preauthorization) is required.

5. Essential Health Benefits ("EHB") Election:

Employer elects EHBs based on the following:

1. EHBs based on a Claim Administrator state benchmark:
 Illinois Montana New Mexico Oklahoma Texas
2. EHBs based on benchmark of a state other than IL, MT, NM, OK and TX
If so, indicate the state's benchmark that Employer elects: ____
3. Other EHB, as determined by Employer

In the absence of an affirmative selection by Employer of its EHBs, then Employer is deemed to have elected the EHBs based on the Illinois benchmark plan.

6. This ASO BPA is binding on both parties and is incorporated into and made a part of the Administrative Services Agreement between the parties with both such documents to be referred to collectively as the "Administrative Services Agreement" unless specified otherwise.

7. Producer/Consultant Compensation:

The Employer acknowledges that if its POR acts on its behalf for purposes of purchasing services in connection with the Employer's Plan under the Administrative Services Agreement to which this ASO BPA is attached, the Claim Administrator may pay the Employer's POR a commission and/or other compensation in connection with such services under the Administrative Services Agreement. If the Employer desires additional information regarding commissions and/or other compensation paid to the POR by the Claim Administrator in connection with services under the Administrative Services Agreement, the Employer should contact its POR.

Additional Provisions: Effective 01/01/2023

- HSA in network deductible is changing from \$2800/\$5600 to \$3000/\$6000

-All applicable state and federal mandates apply

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

Signature

Dee Mastro Holzkopf

Sales Representative

890

630-824-5558

District

Phone & FAX Numbers

Producer Representative

Berwyn Financial

Producer Firm

Berwyn, IL

Producer Address

Producer Phone & FAX Numbers

Producer Email Address

332481388

Tax I.D. No.

Signature of Authorized Purchaser

Print Name

Title

Date

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

IL GEN ASO BPA (Rev. 06/22) *Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association*

PROXY

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members is scheduled to be held each year in the HCSC corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice provided to the member not less than thirty (30) nor more than sixty (60) days prior to such meetings. This proxy shall remain in effect until either revoked in writing by the undersigned at least twenty (20) days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

From time to time, HCSC pays indemnification or advances expenses to its directors, officers, employees or agents consistent with HCSC's bylaws then in force and as otherwise required by applicable law.

Group No.: P19208, P69998, P69999 By: _____
→ Print Signer's Name Here
→ _____
→ Signature and Title

Group Name: Town of Cicero

Address: 4949 W. Cermak Road

City: Cicero State: IL ZIP: 60804-2461

Dated this _____ day of _____
Month Year

HCSC GEN ASO Traditional PBM Fee Addendum 6.19

Term:

01/01/2023-12/31/2023

689

AWP minus: 19.15%

Additional Provisions:

Aggregate Specialty Discount

Pricing based on Employer's use of the Prime Specialty network

Employer will be billed for retail brand and retail generic prescriptions, mail brand and mail generic prescriptions, ESN brand and ESN generic, and Specialty pharmacy claims (excluding compound prescriptions) based on the lesser of (a) U&C or (b) PBM's adjudication rate schedule(s) that is/are intended to achieve, on an aggregate calendar-year basis, the AWP discounts and Dispensing Fees shown above for all of Claim Administrator's group customers that have purchased the above specific pricing arrangement (Groups with the Pricing Arrangement) and use the above Network (the Employer's Contract Rates).

PBM Administration Fees PEPM:**PEPM Rebate Credits to Employer:****DISPENSING FEE:**

\$0.00

Rebate Credits to Employer:**Employer Administration Fees:**

(\$149.24)

Employer acknowledges and agrees that Employer's Contract Rates may vary based on market influences and as necessary to achieve the AWP discounts and Dispensing Fees shown above, on an aggregate calendar year basis, for Groups with the Pricing Arrangement that use the above Network. However, such variation for Brand products in each of the Retail, Mail, and ESN categories (on an aggregate annual basis) may only vary by +/-3% from the applicable AWP discount shown above.

Employer will be billed the above Dispensing Fee (such Fee may be included in the amount billed to Employer) unless the Employer is billed based on the U&C price. If the Employer is billed based on the U&C price, then the Dispensing Fee is included in such U&C price.

Employer will be billed for Compound Drug claims based on the applicable discounted rate in the Network Contract.

22.25%

84.90%

AWP minus**AWP minus****DISPENSING FEE:**

\$0.00

\$0.00

For purposes of setting Employer's Contract Rates and calculating whether the AWP discounts and Dispensing Fees have been achieved:

a. Brand drugs are defined as all drugs that have a Medi-Span multisource code field equal to M, N, or O.

b. Generic drugs are defined as all drugs available in sufficient supply that have a Medi-Span multisource code field equal to Y.

82.00%

82.50%

18.95%

\$0.75

\$0.75

23.25%

PBM Fee Schedule Addendum to the Benefit Program Application

Guaranteed Traditional Aggregate Pricing Arrangement CA^{1*}

RETAIL

Brand

Generic

Town of Cicero**Employees:****AWP minus**

AWP minus

Traditional Select Network and Basic Drug List

Brand

Generic

DISPENSING FEE

Brand

Generic

MAIL

Brand

Generic

AWP minus

AWP minus

DISPENSING FEE:

\$0.00

EXTENDED SUPPLY NETWORK ("ESN") (If Applicable)

- First, the total aggregate shortfall dollar amount for the calendar year for Groups with the Pricing Arrangement that use the above Network will be calculated by comparing the actual performance of each of the above categories (Retail, Mail, ESN, and Specialty) with the corresponding AWP discounts and Dispensing Fees shown above for each category. The amount of any performance in any category that exceeds the above AWP discounts and Dispensing Fees will be used to offset any and all shortfall(s) in any or all categories. The above aggregate shortfall, if any, is then divided by total claims for Groups with the Pricing Arrangement that use the above Network, and did not terminate their Addendum prior to their anniversary date, for the calendar year (Per Claim Amount). Then the Per Claim Amount will be multiplied by Employer's total claims for that calendar year to calculate the reconciliation credit. However, if Employer terminates this Addendum prior to its anniversary date and the above Guaranteed

Traditional Aggregate Pricing Arrangement is not achieved, then Employer will not be eligible to receive such credit. If the AWP discounts and Dispensing Fees shown above are not achieved for a particular calendar year, for Groups with the Pricing Arrangement that use the above Network, then Employer will be credited,

no later than 180 days after the end of each calendar year during the Term, an amount calculated as follows:

Employer will be billed for Foreign Claims based on an amount equal to the amount billed by the pharmacy.

Employer will be billed for out-of-network claims based on the pricing set forth in the Administrative Services Agreement and/or PBM Exhibit, as applicable.

- If the AWP discounts and Dispensing Fees shown above are exceeded for Groups with the Pricing Arrangement that use the above Network, then Employer will not receive any credit, and there will not be a year-end settlement.

- For purposes of determining if a shortfall exists, claims billed to Employer based on the U&C price will be considered to have \$0.00 Dispensing Fees.

- Compound Drug claims, Foreign Claims, reversed claims, and out-of-network claims are excluded from the calculation of whether the AWP discounts and Dispensing Fees shown above have been achieved and also are excluded from the calculation of any shortfall credit for Employer.

1

Proprietary and Confidential Information

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HCSC GEN ASO Traditional PBM Fee Addendum 6.19

AWP discounts do not include savings from drug utilization review or other clinical or medical management programs.

The above Guaranteed Traditional Aggregate Pricing Arrangement, Rebate Credits and Administrative Fees may be subject to change if the Employer's claims include 340B pricing.

PBM uses Medi-Span as the pricing source to establish AWP, for purposes of calculating whether the above AWP discounts have been achieved.

- Under the Guaranteed Traditional Aggregate Pricing Arrangement any particular group customer's experience relative to the pricing guarantees will not determine its eligibility for a credit. Group customer's eligibility for a credit is determined based on the aggregate experience of all group customers that have purchased the Pricing Arrangement and use the above Network. As such, an individual group customer may have experience that does not meet, or exceeds, the AWP discounts and Dispensing Fees shown above. In addition, when there is a reconciliation credit, it is allocated in a manner described above and not based on any particular group's experience (other than number of claims).

Date

Signature of Authorized Purchaser

Print Name

Title

Unless otherwise specified in this Addendum, capitalized terms used in this Addendum shall have the meanings set forth in the Administrative Services Agreement or the PBM Exhibit, as applicable.

Members' cost share is the applicable copayment, deductible, and/or coinsurance, which coinsurance is calculated based on the Employer's Contract Rate or the applicable out-of-network pricing. Zero balance logic is not employed.

In addition to the rights of the parties under the PBM Exhibit, if changes occur within the pharmacy benefit management marketplace which lead to a significant deviation from the current economic

environment, both parties agree to engage in good faith negotiations to amend this Addendum to make impact on both parties commercially reasonably economically neutral. If the parties cannot agree on

the terms of the amendment, either party shall be allowed to (a) proceed to dispute resolution, as set forth in the Administrative Services Agreement or (b) terminate this Addendum with 90 days prior

written notice to the other party. Failure to reach agreement on the amendment shall not be a breach of contract.

The above Guaranteed Traditional Aggregate Pricing Arrangement, Rebate Credits and Administrative Fees are based on the Network and Drug List shown above.

* Employer Payments to Claim Administrator for Covered Services provided by Network Participants are calculated based on the pricing terms set forth in this Addendum which shall remain in effect for the

term of this Addendum to the extent described in the Administrative Services Agreement. Such pricing may or may not equal the amounts actually paid to the Network Participants or received from drug

manufacturers (e.g., rebates), or the amounts paid or received between Claim Administrator and the PBM. As a result, the PBM or

Claim Administrator may realize positive margin on prescriptions filled at

retail, mail order, ESN or specialty pharmacies or prescription drug rebates. Employer acknowledges that it has negotiated for the specific traditional pricing terms set forth in this Addendum, and that it and

its group health plan have no right to, or legal interest in, any portion of any positive margin retained by Claim Administrator or PBM

and consents to Claim Administrator's and PBM's retention of all such

amounts.

AWP discounts are based on the actual NDC-11 dispensed.

2

Proprietary and Confidential Information

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO RENEW THE TOWN OF CICERO'S GROUP TERM AND VOLUNTARY TERM LIFE INSURANCE WITH DEARBORN NATIONAL FOR CERTAIN EMPLOYEES OF THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the "Town") was created by a charter enacted by the Illinois General Assembly (the "Charter"); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town President (the "President") and the Board of Trustees of the Town (the "Town Board" and with the President, the "Corporate Authorities") are committed to protecting the health and safety of employees of the Town; and

WHEREAS, currently, Dearborn National ("Dearborn National") provides group term and voluntary life insurance ("Insurance") to certain employees of the Town; and

WHEREAS, Dearborn National has provided the Town with a proposal to renew the Insurance (the "Proposal"), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Town's Insurance Committee (the "Insurance Committee") has reviewed the Proposal, and has provided a recommendation that the Town approve the same; and

WHEREAS, based on the recommendation of the Insurance Committee, the Corporate Authorities find that it is necessary for the effective administration of government that the Town renew the Insurance with Dearborn National with terms substantially the same as the terms set forth in the Proposal; and

WHEREAS, the President is authorized to enter into and the Town Attorney (the “Attorney”) is authorized to revise agreements for the Town making such insertions, omissions, and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the President, or his designee, to renew the Insurance with Dearborn National, with terms substantially the same as set forth in the Proposal, and to further authorize the President, or his designee, to execute any and all necessary documentation to effectuate the same and to take all steps necessary to carry out the terms of this Resolution.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The Town Board hereby authorizes and directs the President, or his designee, to renew the Insurance with Dearborn National in accordance with the terms and rates set forth in the Proposal, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Town Board further authorizes and directs the President, or his designee, to execute any and all necessary documentation to renew the Insurance, with such insertions, omissions, and changes as shall be approved by the President and the Attorney. The Town Clerk is hereby authorized and directed to attest to and countersign such documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

Section 4.0 Headings.

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 5.0 Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and

deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 6.0 Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 7.0 Publication.

A full, true, and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

Section 8.0 Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				

APPROVED by the President on _____, 2022

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

• MEMORANDUM •

TO: Board of Trustees, Town of Cicero
CC: Honorable Larry Dominick, President, Town of Cicero
Michael T. Del Galdo, Town Attorney, Town of Cicero
FROM: David Mills
DATE: October 12, 2022

SUBJECT: Health and Life Insurance, Annual Renewals

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

This document and the information in it is private and confidential and is only for the use and review of the designated recipient(s) named above. If you are not the designated recipient, do not read, review, disseminate, copy, or distribute this document, as it is strictly prohibited. The sender of this document hereby claims all privileges at law or in equity regarding this document.

October 25, 2021

Dearborn National Life Ins. Co.
701 E. 22nd St., Suite 300
Lombard, IL. 60148
Attn: Underwriting Department, In Force Team

Re: Acceptance of Insurance Renewal Quote
Town of Cicero
Group and Voluntary Term Life Insurance
Group Policy No. F018028
Renewal Date: 01-01-23

To Whom It May Concern:

This letter is to advise you that the Town of Cicero accepts the renewal rates per your renewal quote for the 2023 policy year. The Town of Cicero also accepts the rate guarantee to January 1, 2024, as stated in your renewal quote.

Very truly yours,

The Town of Cicero

By: _____
(Name)

(Title)

Town Of Cicero
 Sarah Kusper
 4949 W Cermak Rd
 Cicero IL 608042461

October 5, 2022

Subject: Renewal Analysis
Group Policy Number: F018028
Anniversary Date: January 1, 2023

Dear Policyholder:

We would like to thank you for allowing us the opportunity to provide you and your employees with Group insurance products.

We have reviewed the current experience and demographics of your group insurance programs. We are pleased to inform you that there will be no change in the existing rates for the upcoming renewal period. Rates will be guaranteed until January 1, 2024.

Products	Current Rates	Renewal Rates
Life	\$0.242 per \$1,000	\$0.242 per \$1,000
AD&D	\$0.04 per \$1,000	\$0.04 per \$1,000
Supplemental Life		
Under 29	\$0.070 per \$1,000	\$0.070 per \$1,000
30-34	\$0.080 per \$1,000	\$0.080 per \$1,000
35-39	\$0.100 per \$1,000	\$0.100 per \$1,000
40-44	\$0.150 per \$1,000	\$0.150 per \$1,000
45-49	\$0.260 per \$1,000	\$0.260 per \$1,000
50-54	\$0.490 per \$1,000	\$0.490 per \$1,000
55-59	\$0.790 per \$1,000	\$0.790 per \$1,000
60-64	\$0.960 per \$1,000	\$0.960 per \$1,000
65-69	\$1.660 per \$1,000	\$1.660 per \$1,000
70-74	\$3.910 per \$1,000	\$3.910 per \$1,000
75+	\$9.630 per \$1,000	\$9.630 per \$1,000
Supp Life(Child(ren))	\$0.20 per \$1,000	\$0.20 per \$1,000
Supplemental AD&D		
Employee	\$0.05 per \$1,000	\$0.05 per \$1,000
Family	\$0.08 per \$1,000	\$0.08 per \$1,000

If you have any questions pertaining to your renewal, or would like more information including the availability of other products as well as a quote for additional benefit programs, please contact your local Blue Cross and Blue Shield of Illinois Ancillary sales office or insurance broker.

We value our relationship with you and look forward to providing quality service to you in the future.

Sincerely,

Ancillary Underwriting Department

Cc Bertuca Vincent
6446 W. Cermak Road
Berwyn IL 60402

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO A STOP LOSS INSURANCE POLICY WITH BLUE CROSS AND BLUE SHIELD OF ILLINOIS FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Blue Cross and Blue Shield of Illinois (“Blue Cross”) has provided a projection for the renewal of the Town’s stop loss insurance as well as an exhibit to the stop loss coverage policy to the Town (collectively, the “Proposal”), attached hereto and incorporated herein as Group Exhibit A; and

WHEREAS, the Town’s Insurance Committee (the “Insurance Committee”) has reviewed the Proposal and has provided a recommendation that the Town approve the same; and

WHEREAS, based on the recommendation of the Insurance Committee, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and

with the President, the “Corporate Authorities”) have determined that the Town should renew the aforementioned insurance policy pursuant to the terms of the Proposal; and

WHEREAS, the Corporate Authorities find that it is necessary for the effective administration of government for the Town to renew the stop loss insurance policy with Blue Cross in accordance with the terms of the Proposal; and

WHEREAS, the President is authorized to enter into and the Town Attorney (the “Attorney”) is authorized to revise agreements for the Town making such insertions, omissions, and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the President, or his designee, to approve the Proposal for a stop loss insurance policy with Blue Cross, to execute any and all necessary documentation to effectuate the same, and to take all steps necessary to carry out the terms of this Resolution.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The Town Board hereby authorizes and directs the President, or his designee, to renew the stop loss insurance policy with Blue Cross in accordance with the rates set forth in the Proposal, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Town Board further authorizes and directs the President, or his designee, to execute any and all necessary documentation to renew the stop loss insurance policy, with such insertions, omissions, and changes as shall be approved by the President and the Attorney. The Town Clerk is hereby authorized and directed to attest to and countersign such documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the insurance policy sought hereunder, the same is hereby waived.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

Section 4.0 Headings.

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 5.0 Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 6.0 Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 7.0 Publication.

A full, true, and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

Section 8.0 Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Virruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				

APPROVED by the President on _____, 2022

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

GROUP EXHIBIT A

• MEMORANDUM •

TO: Board of Trustees, Town of Cicero
CC: Honorable Larry Dominick, President, Town of Cicero
Michael T. Del Galdo, Town Attorney, Town of Cicero
FROM: David Mills
DATE: October 12, 2022

SUBJECT: Health and Life Insurance, Annual Renewals

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

This document and the information in it is private and confidential and is only for the use and review of the designated recipient(s) named above. If you are not the designated recipient, do not read, review, disseminate, copy, or distribute this document, as it is strictly prohibited. The sender of this document hereby claims all privileges at law or in equity regarding this document.



BlueCross BlueShield
of Illinois

September 29, 2023

Town of Cicero
4949 W. Cermak Rd
Cicero, IL 60804

RE: Town of Cicero 2022 Renewal

Thank you for your continued partnership. I am pleased to present you with our 2023 renewal package. Our renewal offering is fully compliant with all of the requirements of the Affordable Care Act (ACA). Consistent with last year's renewal, the PCORI fee is not included in your renewal package, and BCBSIL does not assume any remittance or reporting responsibility for these fees.

Renewal Analysis

ASO/PPO Renewal

This renewal projection is based on the current **Traditional Select** Rx Network and **Basic** Formulary. All the current plans are considered "non-grandfathered". They all include the cost for the **Empower+ (with full BH)** WBM plan in the Admin Fee.

The enrollment has increased by 1.2%. The network access fee will be reducing from 1.57% to 1.49%. There is a slight increase to the admin fee however when including the RX rebate credits which increased again this year, the group's total admin fee is once again a credit of (\$77.18) PEPM.

Claims have reduced by -4.6% since the last renewal however there were three large claimants during the current experience period that exceeded the current \$275,000 ISL level. The Actuarial Recommended ISL level for this group is \$160,000. The largest claimant has since been removed from the plan. There others have "on-going" claim situations. Due to the underwriter proposed a 16.2% increase to the ISL fee. After review and discussions with the underwriter, I was able to get the fees reduced to an 8.9% increase. The original Aggregate stop loss increase was 7% increase however I was able to get this reduced to a pass.

Stop Loss Lock-In

Please Note: Quotes/renewals released can be locked in via written acceptance from the client up to 45 calendar days after the quote is released. If written acceptance from the client, is not received by **November 11, 2022**, the offers become illustrative. See caveats and conditions on stop loss exhibit.



BlueCross BlueShield
of Illinois

Premium BAHMO Renewal

The 2022 renewal is based solely on manuals, as there are only 42 contracts under this coverage, down from 46. The Recommended Pooling level for the BAHMO plan is \$35k. There were 2 claimants over the \$35,000 pooling level for the HMO (\$72K and \$56K). This led to the renewal increase of 11.8%. To try and increase HMO enrollment, we will agree to reduce the increase to 6%.

Dental Renewal

The dental claims experience for this group is 100% credible and has been weighted 90% for the current period. We are proposing to hold the current fee (no change) for the upcoming plan year.

Below are current regulatory requirements.

- The ACA 2023 Out of Pocket Maximums (OOPMs) are \$9,100 for Individual coverage and \$18,200 for Family coverage. As a reminder, no one individual can pay more than \$9,100 in a benefit plan year for self only plans. NOTE: the ACA requirements do not apply to Grandfathered plans.
- The IRS rules regarding OOPMs for qualified High Deductible Health Plans (HDHPs) have changed for 2023 to \$7,500 for Individual coverage and \$15,000 for Family coverage. The minimum deductible amounts for 2023 have changed to \$1,500 for Individual coverage and \$3,000 for Family coverage. The other change to HSA plans is the contribution limit increased the combined employer/employee contribution limit to \$3,850, and the Family contribution limit is \$7,750.

Please NOTE: The HSA plan benefits for 1/1/23 include the increase of the Deductible to (\$3,000/\$6,000 IN & \$6,000/\$12,000 OUT) and the OPX to (\$6,000/\$12,000 IN & \$12,000/\$24,000 OUT).

Consolidated Appropriations Act, Transparency in Coverage Rule, No Surprises Act

BCBSIL is actively developing new solutions and processes to help clients comply with the Transparency in Coverage Rule and the Consolidated Appropriations Act, including the No Surprises Act. We are developing these solutions so clients can adapt to these new laws and to demonstrate our commitment to them and our members. We want our clients to know that our services and fees may change and reflect the new laws or regulations that are enacted or may become effective. While our analysis related to the implementation of the legislation is still under evaluation, we anticipate these new laws and rules will impose some associated costs on the client's plan.



BlueCross BlueShield of Illinois

Here are some additional programs available:

Wondr Health

An online mindful eating **behavior modification program** proven to deliver sustainable weight loss and reverse obesity, pre-diabetes, and Metabolic Syndrome. As an in-network provider for BCBSIL, Wondr Health's services are billed through claims and meets ACA requirements covered as preventive at no cost share to member for intensive behavioral counseling services for prevention of diabetes, obesity, and cardiovascular disease. Claims come through as preventive. This program is available to all custom fully insured large group (Non-HMO and HMO) plans.

Hinge Health – Chronic MSK Pain Management

Hinge Health is a consumer digital health company providing a musculoskeletal program that takes established, proven non-surgical care guidelines and turns them into a digital, 12-week, coach-led program delivered remotely using mobile and wearable technology. Available to custom fully insured large groups (Non-HMO only) on the plan's 2022 renewal.

Live to Learn - Digital Behavioral Health

(Included in all Wellbeing Management packages with BH Core)

Learn to Live is a next generation behavioral health tech company. It will provide a valuable opportunity for those who otherwise might not receive treatment to access convenient and effective mental health care. Experience begins with a comprehensive assessment and recommendations for programs to complete. There are on-line programs for stress, anxiety, depression, insomnia, social anxiety and substance abuse.

The Oncology Navigator Program

The Oncology Navigator Program is a telephonic case management program that's goal is to educate, support and assist members in navigating the complexities of Cancer Care. Nurse Navigators will help members to understand their treatment plan and facilitate informed decision-making. The goal of the Oncology Navigator Program is to anticipate members' needs, provide education to increase treatment adherence through effective management of symptoms, minimize complications or adverse events, decrease avoidable ER visits and/or hospitalizations, manage medication cost, and support our members to ensure the best possible outcome and quality of life.

Consumer Medical

Consumer Medical is a medical ally that empowers employees and their families to make better medical decisions at every point in their healthcare journey. The service provides expert medical opinion and medical decision support into a comprehensive solution that helps individuals and families throughout the healthcare journey, while reducing unnecessary elective surgeries and driving patients to the highest-quality providers. A savings analysis may be provided showing the benefit of this program. This program is also a buy up and please reach out to me for group specific pricing.



BlueCross BlueShield
of Illinois

Important Information for January 1st

- Please help us in getting your renewal processed as soon as possible, to avoid delays and issues with membership and claim payments down the road. We appreciate receiving signed renewal paperwork by October 15, 2022 and open enrollment membership changes by November 15, 2022. I will do my best to assist you in getting information to you quickly so you can make your decisions to meet the above dates.

Thank you very much for business, and for your continued partnership with BCBSIL. I hope we can schedule a meeting soon to review the 2023 renewal package and so we can discuss what product enhancements that you should consider offering to your employees.

Sincerely,



Dee Mastro Holzkopf CHC, MPH
Sr. Account Executive

This communication is intended for informational purposes only. It is not intended to provide, does not constitute, and cannot be relied upon as legal, tax or compliance advice. Furthermore, this communication is not intended to provide tax advice, and any tax-related statements that may be contained herein is not intended or written to be used, and cannot be used, for the purposes of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another party any transaction or matters herein. Please consult with your legal, compliance and tax professionals to understand your legal, compliance and tax obligations under the law.

**Ancillary insurance products issued by Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148. Blue Cross and Blue Shield of IL is the trade name of Dearborn Life Insurance Company, an independent licensee of the Blue Cross and Blue Shield Association. BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans. Dearborn Life Insurance Company is a subsidiary of Health Care Service Corporation (HCSC), a Mutual Legal Reserve Company. Dearborn maintains all financial responsibility for the insurance policies it issues.*

October 25, 2022

Blue Cross Blue Shield of Illinois
1020 W. 31st Street
Downers Grove, IL 60515-5622
Attn: Dee Mastro Holzkopf, Senior Account Executive

Re: Acceptance of Health Insurance Renewal
Town of Cicero Health Insurance
Renewal Date: 01-01-23

Dear Ms. Mastro Holzkopf:

This letter is to advise you that the Town of Cicero accepts the Health Insurance Renewal Proposal for the 2023 Cicero Plan Year. Thank you for all your help with Cicero's Health Plan.

Very truly yours,

The Town of Cicero

By: _____
(Name)

(Title)

BENEFIT PROGRAM APPLICATION (“BPA”) For GROUP MAPD/PDP PLANS

ACCOUNT INFORMATION (TO BE COMPLETED BY THE PLAN)

Account Status: New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>		Current Non-Medicare Group Customer: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Off-Cycle Change: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Account Number (6-digits): IL019209		Group Number(s): PIL0001	
Sub-Group Number(s) (if applicable):			
Policy Effective Date: 1/1/2023		Policy Anniversary Date: 1/1	
Legal Account Name: Town of Cicero			
CMS Contract Number: H8634		Region:	
Plan Benefit Package (PBP) Code Number: 813			
Plan/Product Description: Standard <input type="checkbox"/> Custom <input checked="" type="checkbox"/>			
Group Administration Document (GAD) MA/MAPD Provided: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

GROUP INFORMATION

Legal Name of Applicant/Employer and d/b/a if any: Town of Cicero	
Check One: Employer <input checked="" type="checkbox"/> Union <input type="checkbox"/> Trustee of a Fund <input type="checkbox"/> Other <input type="checkbox"/> (Specify the employer, labor organization, or trust applying for coverage. An employee benefit plan may not be named.)	
Employer Identification Number (EIN): 336005833 SIC:	Public Entity: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blue Cross Group MedicareRx (PDP) is a prescription drug plan provided by HCSC Insurance Services Company (HISC), an Independent Licensee of the Blue Cross and Blue Shield Association. A Medicare-approved Part D sponsor. Enrollment in HISC’s plan depends on contract renewal. Blue Cross Group Medicare Advantage HMO and PPO employer/union group plans provided by Health Care Service Corporation, a Mutual Legal Reserve Company (HCSC). HCSC is a Medicare Advantage organization with a Medicare contract. Enrollment in these plans depends on contract renewal.	
Employer Organization Type (check one):	
<input type="checkbox"/> State Government <input checked="" type="checkbox"/> Local Government <input type="checkbox"/> Publicly Traded Organization <input type="checkbox"/> Privately Held Organization	<input type="checkbox"/> Non-Profit <input type="checkbox"/> Church Group <input type="checkbox"/> Other:
Nature of Business: Municipality	271

GROUP INFORMATION (continued)**Primary (Mailing) Address (location where Employer is domiciled):**

4949 W Cermak Rd.

City: Cicero	State: IL	ZIP Code: 6 0 8 0 4
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Administrative Contact: Sarah Kusper	Title: HR Director
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Phone Number: (7 0 8) 6 5 6 - 3 6 0 0	FAX Number: (_____) _____ - _____
--	--

Email Address:
sajelic@thetownofcicero.com

Physical Address (if different from Primary - required):

City:	State:	ZIP Code: _____
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Contact:

Subsidiary Companies:**Subsidiary Address:**

City:	State:	ZIP Code: _____
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Billing Contact:

Email:

Phone Number: (_____) _____ - _____	FAX Number: (_____) _____ - _____
--	--

Affiliated Companies:	Location(s):
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ERISA Plan:	If yes, specify ERISA plan year: (mm/dd/yyyy)
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ERISA Plan Administrator:

Plan Administrator Address:

City:	State:	ZIP Code: _____
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EMPLOYER GROUP BROKER FEE

If checked below, Employer instructs that as part of the services provided by HCSC, HCSC is authorized to administer payment of Employer's fee, in the amount set forth by Employer below ("Employer's Broker Fee"), to a Broker entity for services performed on behalf of Employer (not on HCSC's behalf).

If this blank is completed and the terms for payment are fully set out below, Employer directs HCSC to pay a fee to Employer's Broker on behalf of Employer and HCSC hereby agrees to pay such fee in accordance with the terms set forth herein. Employer acknowledges that Employer's Broker Fee is reflected in the rates set forth in this BPA. HCSC will administer the payments to Employer's Broker pursuant to Employer's directions and the schedule and in the amounts described herein and will not administer a payment in response to invoices which may be received from Employer's Broker. The parties further acknowledge and agree that HCSC shall not be obligated to administer the payment of any of Employer's Broker Fees until HCSC has received payment in full under the Contract. Any dispute regarding the amount of Employer's Broker Fee or the terms under which it should be paid is between Employer and Employer's Broker. If Broker Fee is paid per the terms below but Employer determines it is incorrect, Employer agrees to reimburse HCSC for such Broker Fee payments and Employer may recover directly from the Broker, if applicable under Employer's agreement with Broker. Employer acknowledges and agrees that HCSC will discontinue administering payments to Employer's Broker at the earliest of the following: (a) the termination of the Contract, (b) as mutually agreed by HCSC and Employer, (c) upon ninety (90) days' notice from Employer, or (d) upon five (5) days' notice from HCSC to Employer.

Note: The Employer Group Broker Fee described below is not HCSC Medicare sales or marketing Compensation, as those terms are defined in CMS Medicare regulations and guidance. HCSC continues to require licensure, Medicare Certification, and appointment for any producer who sells or markets Medicare Plans on HCSC's behalf, as set out in the Producer of Record section of this BPA, above.

Amount of Employer's Broker Fee to be paid:

Timing of Employer's Broker Fee payment:

monthly quarterly annually other (specify _____)

Additional instructions to HCSC on Broker Fee payment:

Contact information to whom Employer's Broker Fee is to be paid:

Name:

Street Address:

City:

State:

ZIP Code:

Phone Number:

(_____) _____ - _____

Date:

PRODUCER OF RECORD INFORMATION

Please provide the information requested below on all Producers/Agencies to whom commissions are to be paid. Producers/Agencies must be appointed to do business with HCSC and Medicare Certified for sale of MAPD Plans. The Producer's or Agency's name(s) must exactly match the name(s) on record with HCSC.

Only one (1) Producer/Agency can receive commission from Medicare Plan for this Medicare group plan. If a Producer is affiliated with a General Agent, the General Agent for the Producer listed below may receive override compensation from Medicare Plan.

Producer/Agency name to whom commissions are to be paid (if Medicare Certified and Eligible for Payment):

NA

Producer Number of Producer or Agency :

Street Address:

City:	State:	ZIP Code:

Phone Number: (_____) _____ - _____	FAX Number: (_____) _____ - _____
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Email Address:

Is Producer/Agency Medicare Certified with HCSC? Yes No

General Agent's Signature:	Date:

Producer Agency Representative:	Signature of Employer/Authorized Purchaser:

Signature of Producer Agency Representative:	Title:

Producer Agency Name:	Date:	Witness:

Producer Steet Address:	Phone Number: (_____) _____ - _____

City:	State:	ZIP Code:

Contracted Producer Tax ID Number:	Amount Submitted (for initial enrollment only): \$

HCSC Sales Representative:	District/Cluster:

Other Information:

ACTUARIAL AUTHORIZATION - INTERNAL USE ONLY

Date BPA approved by Actuary:

Actuary:

Benefit program and premium notification letter included:

Yes No

Date of Letter:

SCHEDULE OF ELIGIBILITY

1 Standard Eligibility Provisions:

Retirees. Employer has determined that Eligible Person means a retiree who was enrolled in the Employer's health plan while an active employee, and meets CMS eligibility criteria to enroll in the Medicare Plan (e.g., entitled to Part A and enrolled in Part B).

NOTE: Medicare Plan reserves the right to deny coverage for any group in which less than 51% of the Eligible Persons live in the geographical service area of Medicare Plan's provider network.

2 Employer has determined the following are also eligible (check all that apply):

Dependents of Retirees. Eligible retirees' spouses, children, and Civil Union Partners (as defined in Employer's Policy) who are Medicare Eligible, meet CMS eligibility criteria to enroll in the Medicare Plan (e.g., entitled to Part A and enrolled in Part B), and for those of retired employees, were formerly covered by the group health plan.

Domestic Partners. Domestic Partners, as defined in the Policy, who are Medicare Eligible, meet CMS eligibility criteria to enroll in the Medicare Plan (e.g., entitled to Part A and enrolled in Part B), and for those of retired employees, were formerly covered by the group health plan. The Employer is responsible for providing notice of possible tax implications to those retirees with Domestic Partner Coverage.

Other:

Are any classes of employees or retirees to be excluded from coverage? Yes No

If yes, please identify the classes and describe the exclusion:

NOTE: The Medicare Plan reserves the right to disapprove class exclusion if prohibited under applicable law.

3 The Limiting Age for covered children (if applicable): Covered child means a natural child, a stepchild, an eligible foster child, an adopted child (including a child involved in a suit for adoption,) a child for whom the Insured is the legal guardian, under twenty-six (26) years of age, regardless of presence or absence of a child's financial dependency, residency, student status, employment status (if applicable under the Policy), marital status, or any combination of those factors. If the covered child is eligible military personnel, the Limiting Age is thirty (30) years as described in the Certificate Booklet. To cover children age twenty-six (26) or over, Employer may select option (a) or (b) below:

(a) Limiting Age for covered children age twenty-six (26) or over, who are married unmarried regardless of marital status, is ____ years [twenty-seven (27) - thirty (30) are the available options]. If the covered child is eligible military personnel, the Limiting Age is thirty (30) years as described in the Certificate Booklet.

(b) Limiting Age for covered children who are full-time students and age twenty-six (26) or over, who are married unmarried regardless of marital status, is ____ years [twenty-seven (27) - thirty (30) are the available options]. If the covered child is eligible military personnel, the Limiting Age is thirty (30) years as described in the Certificate Booklet.

SCHEDULE OF ELIGIBILITY (continued)

4	Coverage will terminate at the end of the period for which premium has been accepted. However, coverage shall be extended due to a leave of absence in accordance with any applicable federal or state law.
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CURRENT ELIGIBLE POPULATION INFORMATION

1	Total Number of Employees (not including Dependents) on payroll:	
2	Total Number declining coverage (not covered elsewhere):	
3	Total Number of Retirees (not including Dependents):	
4	Total Number of Employees Eligible for Medicare (not including Dependents):	
5	Total Number of Retirees Eligible for Medicare (not including Dependents):	
6	Total Number (or estimate) of Dependents Eligible for Medicare (if applicable):	
7	Total Number of expected enrollees in the Medicare Plan:	79

Employer's Open Enrollment Period: 12/1 - 12/15

If non-calendar year plan, provide renewal date:

BENEFIT PLAN OPTIONS

Late Enrollment Penalty (LEP) attestation for enrollees*: Global Partial

*Employer please note whether you certify (either globally as to all enrollees or partially as to a subset of enrollees) that Eligible Persons had prior creditable Part D prescription drug coverage, and therefore should not be subject to any CMS Late Enrollment Penalty.

Person/entity responsible for paying LEP: Employer Group Member

Medicare Benefit Plan Options (check all that apply):

- Medicare Prescription Drug Plan (PDP)
- Medicare Advantage Prescription Drug (MAPD) Plan (HMO)
- Medicare Advantage Prescription Drug (MAPD) Plan (PPO)
- Medicare Advantage ONLY*

* If you select Medicare Advantage ONLY, enrollees will not have coverage for Part D prescription drugs at the pharmacy (retail or mail order), but Part B drugs will be covered under the medical benefit (in the doctor's office, hospital, clinic, etc., but not in a pharmacy).

Additional coverage options (check all that apply):

- Vision
- Hearing
- Fitness Program
- Dental Coverage
- Over-the-Counter benefits (OTC Medicine and supplies)
- Wellness Incentives & Rewards

Comments:

RATES

For the current year's premium and rate information, and benefit package selected, refer to the accepted finalized new group rates letter ("Letter") or the renewal exhibit ("Exhibit") for complete details. The Letter, or Exhibit, shall be incorporated by reference and made part of the BPA and Group Administration Document.

1	FUNDING ARRANGEMENT:	
	<input checked="" type="checkbox"/> Premium – Prospective <input type="checkbox"/> Other (if approved in advance): Please specify:	
2	PAYMENT METHOD: Employer chooses one of the following three methods of paying premiums as described in the Rate Letter:	
	<input checked="" type="checkbox"/> Employer Pays full amount directly to Medicare Plan (Employer may in its discretion collect some or a portion from Participants, according to its policies, but need not indicate that amount herein). <input type="checkbox"/> Eligible Person/Participant Pays full amount directly to Medicare Plan. <input type="checkbox"/> Split: Employer has determined the flat amount or percentage of contribution as outlined in the table below. Employer pays its portion directly to Medicare Plan; Eligible Person/Participant pays its portion directly to Medicare Plan.	
PRODUCT DESCRIPTION	TOTAL MONTHLY PREMIUM	MONTHLY EMPLOYER CONTRIBUTION IF SPLIT METHOD IS CHECKED ABOVE
MA/PD		
Plan 1 PPO	\$ 399.50	% or \$
Plan 2	\$	% or \$
Plan 3	\$	% or \$
PDP		
Plan 1	\$	% or \$
Plan 2	\$	% or \$
Plan 3	\$	% or \$
MA ONLY		
Plan 1	\$	% or \$
Plan 2	\$	% or \$
Plan 3	\$	% or \$
3	Premium must be paid in accordance with the timeframes set out in Section III of the Group Administration Document for Medicare Group Plans. If not paid within the stated time, Medicare Plan can cancel coverage for non-payment in accordance with Sections III and IV of the Group Administration Document.	
4	Medicare Plan will give sixty (60) days prior written notification to Employer for change of premium rates, in accordance with the terms of Section III (F) of the Group Administration Document.	
5	HCSC reserves the right to change premium rates when a substantial change occurs in the number or composition of subscribers covered. A substantial change will be deemed to have occurred when the number of subscribers covered changes by ten percent (10%) or more over a thirty (30) day period or twenty five percent (25%) or more over a ninety (90) day period.	

BILLING SPECIFICATIONS

Retirees Listed: alphabetically by location

If by location, list locations including location numbers if applicable:

Billing Method for Employer Payments (check one): Paper Bill Electronic pdf Excel version
(Billing Method for Participant Payments will be selected by each Participant upon enrollment.)

Billing Contact:

Billing Street Address:

City:

State:

ZIP Code:

Billing Phone Number:

(_____) _____ - _____

Billing Email Address:

ID CARD DELIVERY

Medicare Plan will mail ID Cards to each Participant's address on file with Medicare Plan.

OTHER PROVISIONS

- 1** This BPA is incorporated into and made a part of the Contract entered into and agreed upon by the Medicare Plan and the Employer. Contract means the Group Administration Document, the Benefit Program Application, and any other applications, Evidence of Coverage, riders, enclosures, attachments, appendices, addenda, exhibits, and amendments thereto.
- 2** Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.
- 3** Employer represents and warrants that this BPA includes retiree-only plans and excepted benefits that are not subject to some or all of the provisions of Part A (Individual and Group Market Reforms) of Title XXVII of the Public Health Service Act (and/or related provisions in the Internal Revenue Code and Employee Retirement Income Security Act) (an "exempt plan status"). In no event shall the Medicare Plan be responsible for any legal, tax or other ramifications related to Employer's representation of exempt plan status. Employer shall indemnify and hold harmless the Medicare Plan and its directors, officers and employees against any and all loss, liability, damages, fines, penalties, taxes, expenses (including attorneys' fees and costs) or other costs or obligations resulting from or arising out of any claims, lawsuits, demands, governmental inquiries or actions, settlements or judgments brought or asserted against the Medicare Plan in connection with exempt plan status or any provision of inaccurate information. Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.
- 4** All terms of any existing BPA as amended from time to time shall remain in force and effect. For the purposes of this Contract, the term "existing BPA" includes any other BPA for commercial group coverage, Schedule of Specifications and/or Group Agreement signed by the Employer, and any subsequent Schedules of Specifications and/or Group Agreements and amendments thereto.

I UNDERSTAND AND AGREE THAT:

1	A minimum participation of two (2) Participants must be maintained under the MA-PD Plan(s) elected. With regard to MA-PD Plan(s), a substantial change in enrollment will be deemed to have occurred when the number of covered Participants changes by 10% or more over a 30-day period or 25% or more over a 90-day period.
2	Producer Statement (if applicable): I certify that I have reviewed all enrollment materials. I have also advised the employer that I have no authority to bind these coverages, to alter the terms of the Contract(s), this BPA or enrollment material in any manner or to adjust any claims for benefits under the Contract(s).
3	The Medicare Plan will report the value of all remuneration by the Medicare Plan to ERISA plans with 100 or more participants for use in preparation of ERISA Form 5500 schedules. Reporting will also be provided upon request to non-ERISA plans or plans with fewer than 100 participants. Reporting will include base commissions, bonuses, incentives, or other forms of remuneration for which your agent/consultant is eligible for the sale or renewal of self-funded and/or insured products.
4	The undersigned person represents that he/she is authorized and responsible for purchasing coverage on behalf of the employer and by signing this BPA, Employer agrees to the terms of the Contract. It is understood that the actual terms and conditions of coverage are those contained in the Contract into which this BPA shall be incorporated at the time of acceptance by the Medicare Plan.
5	The Employer's Benefit Program Application must pre-date the pre-requested Policy Effective Date and be received by the Medicare Plan at its home office, 300 E Randolph Street, Chicago, IL, 60601, no less than ninety (90) days prior to the requested Effective Policy Date.

Amanda Ashlock	
Authorized Medicare Plan Representative	Signature of Authorized Purchaser
Group Medicare Senior Account Executive	
Title	Title
1400 S Boston Ave, Tulsa, OK 74119	
Address	Address
September 20, 2022	
Date	Date
Amanda Ashlock	
Agent Representative (if applicable)	

PROXY

If Employer selects a Medicare plan offered by Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), the undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members shall be held each year in the corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice mailed to the member not less than 30 nor more than 60 days prior to such meetings. This proxy shall remain in effect until revoked in writing by the undersigned at least 20 days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members. This proxy is not applicable to a Medicare plan offered by a subsidiary or affiliate of HCSC.

Group Number:	By:
	Print Signer's Name Here
	Signature and Title

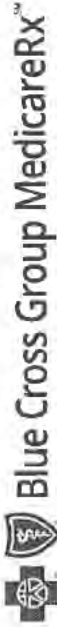
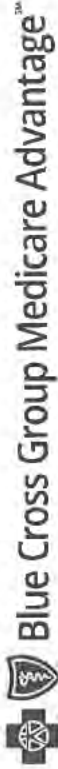
Group Name:

Group Street Address:

City:	State:	ZIP Code: _____
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Dated this _____ day of _____

Blue Cross Group MedicareRx (PDP) is a prescription drug plan provided by HCSC Insurance Services Company (HISC), an Independent Licensee of the Blue Cross and Blue Shield Association. A Medicare-approved Part D sponsor. Enrollment in HISC's plan depends on contract renewal. Blue Cross Group Medicare Advantage HMO and PPO employer/union group plans provided by Health Care Service Corporation, a Mutual Legal Reserve Company (HCSC). HCSC is a Medicare Advantage organization with a Medicare contract. Enrollment in these plans depends on contract renewal.



BENEFIT PROGRAM APPLICATION ("BPA") For GROUP MAPD/PDP PLANS

ACCOUNT INFORMATION (TO BE COMPLETED BY THE PLAN)

Account Status: New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>	Current Non-Medicare Group Customer: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Off-Cycle Change: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Account Number (6-digits): IL019209	Group Number(s): PIL-00001
Sub-Group Number(s) (if applicable):	
Policy Effective Date: 1/1/2022	Policy Anniversary Date: 1/1
Legal Account Name: Town of Cicero	
CMS Contract Number: H8634	Region:
Plan Benefit Package (PBP) Code Number: 813	
Plan/Product Description: Standard <input type="checkbox"/> Custom <input checked="" type="checkbox"/>	
Group Administration Document (GAD) MA/MAPD Provided: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

GROUP INFORMATION

Legal Name of Applicant/Employer and d/b/a if any:
Town of Cicero

Check One: Employer Union Trustee of a Fund Other
(Specify the employer, labor organization, or trust applying for coverage. An employee benefit plan may not be named.)

Employer Identification Number (EIN): 336005833 Public Entity: Yes No

SIC:
Blue Cross Group MedicareRx (PDP) is a prescription drug plan provided by HCSC Insurance Services Company (HISC), an Independent Licensee of the Blue Cross and Blue Shield Association. A Medicare-approved Part D sponsor. Enrollment in HISC's plan depends on contract renewal. Blue Cross Group Medicare Advantage HMO and PPO employer/union group plans provided by Health Care Service Corporation, a Mutual Legal Reserve Company (HCSC). HCSC is a Medicare Advantage organization with a Medicare contract. Enrollment in these plans depends on contract renewal.

Employer Organization Type (check one):

State Government
 Local Government
 Publicly Traded Organization
 Privately Held Organization

Nature of Business: Municipality

GROUP INFORMATION (continued)

Primary (Mailing) Address (location where Employer is domiciled):

4949 W. Cermak Rd.

City: Cicero	State: IL	ZIP Code: 6 0 8 0 4
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Administrative Contact: Toni Sweatman	Title: HR Assistant
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Phone Number: (7 0 8) 6 5 6 - 3 6 0 0	FAX Number: (7 0 8) 6 5 6 - 2 5 7 5
--	--

Email Address: tsweatman@thetownofcicero.com

Physical Address (if different from Primary - required):

City:	State:	ZIP Code:
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Contact:

Subsidiary Companies: NA

Subsidiary Address:

City:	State:	ZIP Code:
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Billing Contact:

Email:

Phone Number: (_____) _____	FAX Number: (_____) _____
----------------------------------	--------------------------------

Affiliated Companies:
Location(s):

ERISA Plan: NA	If yes, specify ERISA plan year: (mm/dd/yyyy)
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ERISA Plan Administrator:

Plan Administrator Address:

City:	State:	ZIP Code:
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EMPLOYER GROUP BROKER FEE

If checked below, Employer instructs that as part of the services provided by HCSC, HCSC is authorized to administer payment of Employer's fee, in the amount set forth by Employer below ("Employer's Broker Fee"), to a Broker entity for services performed on behalf of Employer (not on HCSC's behalf).

If this blank is completed and the terms for payment are fully set out below, Employer directs HCSC to pay a fee to Employer's Broker on behalf of Employer and HCSC hereby agrees to pay such fee in accordance with the terms set forth herein. Employer acknowledges that Employer's Broker Fee is reflected in the rates set forth in this BPA. HCSC will administer the payments to Employer's Broker pursuant to Employer's directions and the schedule and in the amounts described herein and will not administer a payment in response to invoices which may be received from Employer's Broker. The parties further acknowledge and agree that HCSC shall not be obligated to administer the payment of any of Employer's Broker Fees until HCSC has received payment in full under the Contract. Any dispute regarding the amount of Employer's Broker Fee or the terms under which it should be paid is between Employer and Employer's Broker. If Broker Fee is paid per the terms below but Employer determines it is incorrect, Employer agrees to reimburse HCSC for such Broker Fee payments and Employer may recover directly from the Broker, if applicable under Employer's agreement with Broker. Employer acknowledges and agrees that HCSC will discontinue administering payments to Employer's Broker at the earliest of the following: (a) the termination of the Contract, (b) as mutually agreed by HCSC and Employer, (c) upon ninety (90) days' notice from Employer, or (d) upon five (5) days' notice from HCSC to Employer.

Note: The Employer Group Broker Fee described below is not HCSC Medicare sales or marketing Compensation, as those terms are defined in CMS Medicare regulations and guidance. HCSC continues to require licensure, Medicare Certification, and appointment for any producer who sells or markets Medicare Plans on HCSC's behalf, as set out in the Producer of Record section of this BPA, above.

Amount of Employer's Broker Fee to be paid: NA

Timing of Employer's Broker Fee payment:

monthly quarterly annually other (specify _____)

Additional instructions to HCSC on Broker Fee payment:

Contact information to whom Employer's Broker Fee is to be paid:

Name:

Street Address:

City:

State:

ZIP Code:

Phone Number:

Date:

PRODUCER OF RECORD INFORMATION

Please provide the information requested below on all Producers/Agencies to whom commissions are to be paid. Producers/Agencies must be appointed to do business with HCSC and Medicare Certified for sale of MAPD Plans. The Producer's or Agency's name(s) must exactly match the name(s) on record with HCSC.

Only one (1) Producer/Agency can receive commission from Medicare Plan for this Medicare group plan. If a Producer is affiliated with a General Agent, the General Agent for the Producer listed below may receive override compensation from Medicare Plan.

Producer/Agency name to whom commissions are to be paid (if Medicare Certified and Eligible for Payment):
NA

Producer Number of Producer or Agency :

Street Address:

City: _____ State: _____ ZIP Code: _____

Phone Number: _____ FAX Number: _____
(_____) _____ (_____) _____

Email Address: _____

Is Producer/Agency Medicare Certified with HCSC? Yes No

General Agent's Signature: _____ Date: _____

Producer Agency Representative: _____ Signature of Employer/Authorized Purchaser: _____

Signature of Producer Agency Representative: _____ Title: _____

Producer Agency Name: _____ Date: _____ Witness: _____

Producer Street Address: _____ Phone Number: _____
(_____) _____

City: _____ State: _____ ZIP Code: _____

Contracted Producer Tax ID Number: _____ Amount Submitted (for initial enrollment only):
\$ _____

HCSC Sales Representative: _____ District/Cluster: _____
Dee Mastro-Holzkopf

Other Information: _____

ACTUARIAL AUTHORIZATION - INTERNAL USE ONLY

Date BPA approved by Actuary:

Actuary:

Benefit program and premium notification letter included:

Date of Letter:

Yes No

SCHEDULE OF ELIGIBILITY

1

Standard Eligibility Provisions:

Retirees. If checked, Employer has determined that Eligible Person means a retiree who was enrolled in the Employer's health plan while an active employee, and meets CMS eligibility criteria to enroll in the Medicare Plan (e.g., entitled to Part A and enrolled in Part B).

Active Employees (for groups less than 20). If checked, Employer represents that **it has less than 20 employees** and has determined that Eligible Person includes an active employee who is Medicare Eligible and meets CMS eligibility criteria to enroll in the Medicare Plan, and who works on a full-time basis, who usually works at least 30 hours a week, and who otherwise meets the Participation Criteria established by an employer. The term includes a sole proprietor, a partner, and an independent contractor, if the individual is included as an employee under a Health Benefit Plan of a large employer regardless of the number of hours the sole proprietor, partner, or independent contractor works weekly, but only if the plan includes at least two other eligible employees who work on a full-time basis and who usually work at least 30 hours a week. Participation Criteria means any criteria or rules established by a large employer to determine the employees who are eligible for enrollment or continued enrollment under the terms of a Health Benefit Plan. The Participation Criteria may not be based on Health Status Related Factors.

The term "employee" has the meaning set forth under ERISA and applicable law. The Medicare Plan reserves the right to audit Employer's initial and ongoing eligibility determinations.

If checked, Employer has determined that "full-time basis" means an active employee that, based on advice from Employee's own counsel with expertise in these matters (including but not limited to expertise in non-discrimination laws), is required to be covered under the Policy in order to avoid liability and penalties under the Employer Shared Responsibility Requirements (26 USC § 4980H) and related rules and regulations, as amended or replaced.

NOTE: Medicare Plan reserves the right to deny coverage for any group in which less than 51% of the Eligible Persons live in the geographical service area of Medicare Plan's provider network.

SCHEDULE OF ELIGIBILITY (continued)**2****Employer has determined the following are also eligible (check all that apply):**

- Dependents of Retirees.** Eligible retirees' spouses, children, and Civil Union Partners (as defined in Employer's Policy) who are Medicare Eligible, meet CMS eligibility criteria to enroll in the Medicare Plan (e.g., entitled to Part A and enrolled in Part B), and for those of retired employees, were formerly covered by the group health plan.
- Domestic Partners.** Domestic Partners, as defined in the Policy, who are Medicare Eligible, meet CMS eligibility criteria to enroll in the Medicare Plan (e.g., entitled to Part A and enrolled in Part B), and for those of retired employees, were formerly covered by the group health plan. The Employer is responsible for providing notice of possible tax implications to those retirees with Domestic Partner Coverage.
- Active Employee Dependents** (if active employees are covered). Eligible Active Employees' spouses, children, and Civil Union Partners/Domestic Partners (as defined in Employer's Policy) who are Medicare Eligible, and meet CMS eligibility criteria to enroll in the Medicare Plan (e.g., entitled to Part A and enrolled in Part B). Employer is responsible for providing notice of possible tax implications to those covered employees with Domestic Partners.
- Part-time.** Part-time active employees of the employer (if active employees are covered) who meet the above criteria for active employees except for full-time status and hours of work.
- Other:**

Are any classes of employees or retirees to be excluded from coverage? Yes No

If yes, please identify the classes and describe the exclusion:

NOTE: The Medicare Plan reserves the right to disapprove class exclusion if prohibited under applicable law.

3

Effective Date for Active Employee Coverage (if applicable): If Employer has less than 20 employees and has determined that active employees who are Medicare Eligible are eligible for enrollment in the Medicare Plan, Employer has determined that new Active Employees who are Medicare eligible may be subject to a waiting period before the employee and any dependents may have coverage effective under the group Medicare Plan. Such coverage effective date is indicated below.

The 1st day of the month following the date of employment.

The 1st day of the month following ____ month(s) (standard is 1 to 3 months) of employment.

4

The Limiting Age for covered children (if applicable): Covered child means a natural child, a stepchild, an eligible foster child, an adopted child (including a child involved in a suit for adoption,) a child for whom the Insured is the legal guardian, under twenty-six (26) years of age, regardless of presence or absence of a child's financial dependency, residency, student status, employment status (if applicable under the Policy), marital status, or any combination of those factors, if the covered child is eligible military personnel, the Limiting Age is thirty (30) years as described in the Certificate Booklet. To cover children age twenty-six (26) or over, Employer may select option (a) or (b) below:

(a) Limiting Age for covered children age twenty-six (26) or over, who are married who are unmarried regardless of marital status, is ____ years (twenty-seven (27) - thirty (30) are the available options). If the covered child is eligible military personnel, the Limiting Age is thirty (30) years as described in the Certificate Booklet.

(b) Limiting Age for covered children who are full-time students and age twenty-six (26) or over, who are married who unmarried regardless of marital status, is years (twenty-seven (27) - thirty (30) are the available options). If the covered child is eligible military personnel, the Limiting Age is thirty (30) years as described in the Certificate Booklet.

SCHEDULE OF ELIGIBILITY (continued)

5 Coverage will terminate at the end of the period for which premium has been accepted. However, coverage shall be extended due to a leave of absence in accordance with any applicable federal or state law.

CURRENT ELIGIBLE POPULATION INFORMATION

1	Total Number of Employees (not including Dependents) on payroll:	
2	Total Number declining coverage (not covered elsewhere):	
3	Total Number of Retirees (not including Dependents):	
4	Total Number of Employees Eligible for Medicare (not including Dependents):	
5	Total Number of Retirees Eligible for Medicare (not including Dependents):	
6	Total Number (or estimate) of Dependents Eligible for Medicare (if applicable):	
7	Total Number of expected enrollees in the Medicare Plan:	73
Employer's Open Enrollment Period: 12/1 - 12/15		
If non-calendar year plan, provide renewal date:		

BENEFIT PLAN OPTIONS

Late Enrollment Penalty (LEP) attestation for enrollees*: Global Partial

*Employer please note whether you certify (either globally as to all enrollees or partially as to a subset of enrollees) that Eligible Persons had prior creditable Part D prescription drug coverage, and therefore should not be subject to any CMS Late Enrollment Penalty.

Person/entity responsible for paying LEP: Employer Group Member

Medicare Benefit Plan Options (check all that apply):

- Medicare Prescription Drug Plan (PDP)
- Medicare Advantage Prescription Drug (MAPD) Plan (HMO)
- Medicare Advantage Prescription Drug (MAPD) Plan (PPO)
- Medicare Advantage ONLY*

* If you select Medicare Advantage ONLY, enrollees will not have coverage for Part D prescription drugs at the pharmacy (retail or mail order), but Part B drugs will be covered under the medical benefit (in the doctor's office, hospital, clinic, etc., but not in a pharmacy).

Additional coverage options (check all that apply):

- Vision
- Hearing
- Fitness Program
- Dental Coverage
- Over-the-Counter benefits (OTC Medicine and supplies)
- Wellness Incentives & Rewards

Comments:

RATES

For the current year's premium and rate information, and benefit package selected, refer to the accepted finalized new group rates letter ("Letter") or the renewal exhibit ("Exhibit") for complete details. The Letter, or Exhibit, shall be incorporated by reference and made part of the BPA and Group Administration Document.

<p>1</p>	<p>FUNDING ARRANGEMENT:</p> <p><input checked="" type="checkbox"/> Premium – Prospective</p> <p><input type="checkbox"/> Other (if approved in advance): Please specify:</p>		
<p>2</p>	<p>PAYMENT METHOD: Employer chooses one of the following three methods of paying premiums as described in the Rate Letter:</p> <p><input checked="" type="checkbox"/> Employer Pays full amount directly to Medicare Plan (Employer may in its discretion collect some or a portion from Participants, according to its policies, but need not indicate that amount herein).</p> <p><input type="checkbox"/> Eligible Person/Participant Pays full amount directly to Medicare Plan.</p> <p><input type="checkbox"/> Split: Employer has determined the flat amount or percentage of contribution as outlined in the table below. Employer pays its portion directly to Medicare Plan; Eligible Person/Participant pays its portion directly to Medicare Plan.</p>		
	<p>PRODUCT DESCRIPTION</p>	<p>TOTAL MONTHLY PREMIUM</p>	<p>MONTHLY EMPLOYER CONTRIBUTION IF SPLIT METHOD IS CHECKED ABOVE</p>
	<p>MA/PD</p>		
<p>Plan 1</p>	<p>PPO</p>	<p>\$ 399.50</p>	<p>% or \$</p>
<p>Plan 2</p>		<p>\$</p>	<p>% or \$</p>
<p>Plan 3</p>		<p>\$</p>	<p>% or \$</p>
	<p>PDP</p>		
<p>Plan 1</p>		<p>\$</p>	<p>% or \$</p>
<p>Plan 2</p>		<p>\$</p>	<p>% or \$</p>
<p>Plan 3</p>		<p>\$</p>	<p>% or \$</p>
	<p>MA ONLY</p>		
<p>Plan 1</p>		<p>\$</p>	<p>% or \$</p>
<p>Plan 2</p>		<p>\$</p>	<p>% or \$</p>
<p>Plan 3</p>		<p>\$</p>	<p>% or \$</p>
<p>3</p>	<p>Premium must be paid in accordance with the timeframes set out in Section III of the Group Administration Document for Medicare Group Plans. If not paid within the stated time, Medicare Plan can cancel coverage for non-payment in accordance with Sections III and IV of the Group Administration Document.</p>		
<p>4</p>	<p>Medicare Plan will give sixty (60) days prior written notification to Employer for change of premium rates, in accordance with the terms of Section III (F) of the Group Administration Document.</p>		
<p>5</p>	<p>HCSC reserves the right to change premium rates when a substantial change occurs in the number or composition of subscribers covered. A substantial change will be deemed to have occurred when the number of subscribers covered changes by ten percent (10%) or more over a thirty (30) day period or twenty five percent (25%) or more over a ninety (90) day period.</p>		

BILLING SPECIFICATIONS

Employees Listed: alphabetically by location

If by location, list locations including location numbers if applicable:

Billing Method for Employer Payments (check one): Paper Bill Electronic pdf Excel version
(Billing Method for Participant Payments will be selected by each Participant upon enrollment.)

Billing Contact: Toni Sweatman

Billing Street Address:

City:	State:	ZIP Code:
Billing Phone Number: (____) _____	Billing Email Address:	

ID CARD DELIVERY

Medicare Plan will mail ID Cards to each Participant's address on file with Medicare Plan.

OTHER PROVISIONS

- This BPA is incorporated into and made a part of the Contract entered into and agreed upon by the Medicare Plan and the Employer. Contract means the Group Administration Document, the Benefit Program Application, and any other applications, Evidence of Coverage, riders, enclosures, attachments, appendices, addenda, exhibits, and amendments thereto.
- Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.
- Employer represents and warrants that this BPA includes retiree-only plans and excepted benefits that are not subject to some or all of the provisions of Part A (Individual and Group Market Reforms) of Title XXVII of the Public Health Service Act (and/or related provisions in the Internal Revenue Code and Employee Retirement Income Security Act) (an "exempt plan status"). In no event shall the Medicare Plan be responsible for any legal, tax or other ramifications related to Employer's representation of exempt plan status. Employer shall indemnify and hold harmless the Medicare Plan and its directors, officers and employees against any and all loss, liability, damages, fines, penalties, taxes, expenses (including attorneys' fees and costs) or other costs or obligations resulting from or arising out of any claims, lawsuits, demands, governmental inquiries or actions, settlements or judgments brought or asserted against the Medicare Plan in connection with exempt plan status or any provision of inaccurate information. Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.
- All terms of any existing BPA as amended from time to time shall remain in force and effect. For the purposes of this Contract, the term "existing BPA" includes any other BPA for commercial group coverage, Schedule of Specifications and/or Group Agreement signed by the Employer, and any subsequent Schedules of Specifications and/or Group Agreements and amendments thereto.

I UNDERSTAND AND AGREE THAT:

- 1** A minimum participation of two (2) Participants must be maintained under the MA-PD Plan(s) elected. With regard to MA-PD Plan(s), a substantial change in enrollment will be deemed to have occurred when the number of covered Participants changes by 10% or more over a 30-day period or 25% or more over a 90-day period.
- 2** Producer Statement (if applicable): I certify that I have reviewed all enrollment materials. I have also advised the employer that I have no authority to bind these coverages, to alter the terms of the Contract(s), this BPA or enrollment material in any manner or to adjust any claims for benefits under the Contract(s).
- 3** The Medicare Plan will report the value of all remuneration by the Medicare Plan to ERISA plans with 100 or more participants for use in preparation of ERISA Form 5500 schedules. Reporting will also be provided upon request to non-ERISA plans or plans with fewer than 100 participants. Reporting will include base commissions, bonuses, incentives, or other forms of remuneration for which your agent/consultant is eligible for the sale or renewal of self-funded and/or insured products.
- 4** The undersigned person represents that he/she is authorized and responsible for purchasing coverage on behalf of the employer and by signing this BPA, Employer agrees to the terms of the Contract. It is understood that the actual terms and conditions of coverage are those contained in the Contract into which this BPA shall be incorporated at the time of acceptance by the Medicare Plan.
- 5** The Employer's Benefit Program Application must pre-date the pre-requested Policy Effective Date and be received by the Medicare Plan at its home office, 300 E Randolph Street, Chicago, IL, 60601, no less than ninety (90) days prior to the requested Effective Policy Date.

Brian Boe	TOWN OF CLEVELAND [REDACTED]
Authorized Medicare Plan Representative	Signature of Authorized Purchaser
Group Medicare Sales Account Executive	[REDACTED]
Title	Title
1800 West Loop S Ste.600 Houston, TX 77027	Address
Sept. 7, 2021	Date
[REDACTED]	Date
Agent Representative (if applicable)	

PROXY

If Employer selects a Medicare plan offered by Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), the undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members shall be held each year in the corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice mailed to the member not less than 30 nor more than 60 days prior to such meetings. This proxy shall remain in effect until revoked in writing by the undersigned at least 20 days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members. This proxy is not applicable to a Medicare plan offered by a subsidiary or affiliate of HCSC.

Group Number:	By: [Redacted]
<i>TOWN</i> <i>at</i> <i>C. Wood</i>	Print Signer's Name Here
<i>C. Wood</i>	[Redacted]
	Signature and Title
Group Name:	
Group Street Address:	
City:	State:
	ZIP Code:
Dated this _____ day of _____	

Blue Cross Group MedicareRx (PDP) is a prescription drug plan provided by HCSC Insurance Services Company (HISC), an Independent Licensee of the Blue Cross and Blue Shield Association. A Medicare-approved Part D sponsor. Enrollment in HISC's plan depends on contract renewal. Blue Cross Group Medicare Advantage HMO and PPO employer/union group plans provided by Health Care Service Corporation, a Mutual Legal Reserve Company (HCSC). HCSC is a Medicare Advantage organization with a Medicare contract. Enrollment in these plans depends on contract renewal.

Town Of Cicero

ASO Projection
for the period
January 1, 2023 - December 31, 2023

**1/1/2023 ASO Renewal
(Revised 9/28/22)**

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Presented by:

Dee Mastro-Holzkopf

Blue Cross and Blue Shield of IL, a Division of Health Care Service Corporation, a Mutual
Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Proprietary and Confidential Information of BCBSIL

Not for use or disclosure outside BCBSIL, Employer, their respective affiliated companies and third-party representatives, except with written permission of BCBSIL.

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company,
 an Independent Licensee of the Blue Cross and Blue Shield Association

Town Of Cicero

ASO Projection
January 1, 2023 - December 31, 2023
1/1/2023 ASO Renewal

CLAIM EXPERIENCE SUMMARY

P19208 - P69998 - P69999

Current

Month	Medical	Claims Drug	Total	Enrollment Medical
Aug-21				680
Sep-21	\$904,524.24	\$347,028.87	\$1,251,553.11	666
Oct-21	\$1,123,205.74	\$470,523.47	\$1,593,729.21	663
Nov-21	\$1,158,710.04	\$341,151.21	\$1,499,861.25	664
Dec-21	\$855,123.41	\$399,118.82	\$1,254,242.23	664
Jan-22	\$754,034.19	\$329,529.98	\$1,083,564.17	664
Feb-22	\$876,366.49	\$334,944.46	\$1,211,310.95	663
Mar-22	\$1,196,807.85	\$339,757.97	\$1,536,565.82	671
Apr-22	\$926,885.16	\$443,408.51	\$1,370,293.67	671
May-22	\$772,408.05	\$295,337.15	\$1,067,745.20	672
Jun-22	\$864,771.01	\$288,088.32	\$1,152,859.33	672
Jul-22	\$694,854.19	\$436,285.74	\$1,131,139.93	688
Aug-22	\$943,096.93	\$317,806.45	\$1,260,903.38	
Total	\$11,070,787.30	\$4,342,980.95	\$15,413,768.25	8,038
Cost PCPM	\$1,377.31	\$540.31	\$1,917.61	
Facility Network Savings			\$10,886,859.57	
Physician and BlueCard Network Savings			\$6,243,501.83	

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Prior

Month	Medical	Claims Drug	Total	Enrollment Medical
Aug-20				666
Sep-20	\$923,106.48	\$343,899.97	\$1,267,006.45	666
Oct-20	\$978,146.38	\$557,444.64	\$1,535,591.02	666
Nov-20	\$944,827.09	\$356,507.32	\$1,301,334.41	664
Dec-20	\$1,307,757.50	\$380,915.21	\$1,688,672.71	663
Jan-21	\$1,000,411.50	\$466,737.17	\$1,467,148.67	670
Feb-21	\$801,124.46	\$347,306.63	\$1,148,431.09	667
Mar-21	\$2,462,029.39	\$387,236.17	\$2,849,265.56	669
Apr-21	\$1,429,017.65	\$480,869.86	\$1,909,887.51	670
May-21	\$1,019,977.84	\$347,156.45	\$1,367,134.29	670
Jun-21	\$830,761.45	\$382,736.41	\$1,213,497.86	673
Jul-21	\$1,241,994.56	\$486,446.22	\$1,728,440.78	674
Aug-21	\$1,250,080.08	\$343,062.85	\$1,593,142.93	
Total	\$14,189,234.38	\$4,880,318.90	\$19,069,553.28	8,018
Cost PCPM	\$1,769.67	\$608.67	\$2,378.34	
Facility Network Savings			\$10,744,633.18	
Physician and BlueCard Network Savings			\$7,478,225.11	

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Town Of Cicero

ASO Projection
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1/1/2023 ASO Renewal

CLAIM PROJECTION

P19208 - P69998 - P69999	MEDICAL		DRUG		TOTAL	
	Prior	Current	Prior	Current	Prior	Current
	09/20-08/21	09/21-08/22	09/20-08/21	09/21-08/22	09/20-08/21	09/21-08/22
Net Paid Claims	\$14,189,235	\$11,070,787	\$4,880,319	\$4,342,981	\$19,069,554	\$15,413,768
Remove Large Claims	\$4,923,837	\$1,233,315	\$36,455	\$23,083	\$4,960,292	\$1,256,398
Number of Large Claims	5	3			5	3
Adjusted Net Paid Claims	\$9,265,398	\$9,837,472	\$4,843,864	\$4,319,898	\$14,109,262	\$14,157,370
Exposures	8,018	8,038	8,018	8,038	8,018	8,038
Average Claim Value (ACV) Per Contract Per Month (PCPM)	\$1,155.57	\$1,223.87	\$604.12	\$537.43	\$1,759.69	\$1,761.30
Annual Trend Rate *	3.9%	3.6%	11.0%	11.1%		
Trend Months (midpoint method)	28.0	16.0	28.0	16.0		
Trend Factor	9.3%	4.8%	27.6%	15.1%		
Trended ACV PCPM	\$1,263.04	\$1,282.62	\$770.86	\$618.58	\$2,033.90	\$1,901.20
Historical Plan Change Adjustment	0.00%	0.00%	0.00%	0.00%		
Enrollment Shift Adjustment	-1.24%	-0.80%	-1.82%	-0.98%		
Demographic Adjustment	-3.27%	-0.89%	-3.27%	-0.89%		
Adjusted ACV PCPM	\$1,206.59	\$1,261.04	\$732.08	\$607.07	\$1,938.67	\$1,868.11
Non-Pooled Large Claims PCPM	\$168.07	\$99.88	\$3.42	\$2.76	\$171.49	\$102.64
Projected ACV PCPM by Period	\$1,374.66	\$1,360.92	\$735.50	\$609.83	\$2,110.16	\$1,970.75
Experience Period Weighting	11%	89%	11%	89%	11%	89%
Blended Experience ACV PCPM		\$1,362.43		\$623.65		\$1,986.08
Manual ACV PCPM		\$1,414.03		\$485.70		\$1,899.73
Credibility		100%		100%		
Total Projected ACV PCPM		\$1,362.43		\$623.65		\$1,986.08
Projected Plan Change Adjustment		0.00%		0.00%		
Total Projected ACV PCPM with Adjustments		\$1,362.43		\$623.65		\$1,986.08
Stop Loss Alternate Deductible Adjustment		1.0000		1.0000		
Adjusted Projected ACV PCPM		\$1,362.43		\$623.65		\$1,986.08
Projected Enrollment		689		689		689
Number of Months in Policy Period		12		12		12
Projected Net Paid Claims		\$11,264,571		\$5,156,339		\$16,420,910
Projected Facility Network Savings		(\$11,209,452)				(\$11,209,452)
Projected Physician Savings		(\$6,054,380)				(\$6,054,380)
Total Projected Savings		(\$17,263,832)				(\$17,263,832)
Projected Blue Card Network Savings		(\$481,566)				(\$481,566)
Total Projected Network Savings		(\$17,745,398)				(\$17,745,398)
Projected Network Savings % of Total Gross Medical Clms		(61.2%)				(51.9%)
Projected Gross Paid Claims		\$29,009,969				\$34,166,308
01/01/2023 Proj. ACA Ded & OPX Changes		0.00%		0.00%		
Total Projected Benefit Adjustments		0.00%		0.00%		

**The Annual Trend Rate includes an adjustment for any unusual claim impact related to the pandemic event that is not expected to continue into the projection period. For example, the impact to the Annual Medical Trend Rate for a 12-month experience period including pandemic months could be approximately between 2% and 5%. The impact can vary materially from the stated ranges if the number of experience months is fewer than 12.*

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Town Of Cicero

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TOTAL PROJECTED COST BY PRODUCT

RENEWAL	PPO	
	Fee	Total Cost
Projected Net Paid Claims		\$16,420,910
Illinois Facility Access Fee(% of ADPs)	1.49%	\$167,021
Individual Stop Loss (\$275,000 Deductible)	\$101.72	\$841,020
Aggregate Stop Loss 130% Attachment Factor		\$12,398
Administration Fee **	\$74.04	\$612,163
Additional Services PEPM	\$0.52	\$4,299
Prescription Drug Rebate Credit *	(\$149.24)	(\$1,233,916)
Medical Rebate Credit	(\$2.50)	(\$20,670)
Total Projected Cost		\$16,803,225
Change in Reserves		(\$68,339)
Recommended Equivalent Premium		\$16,734,886

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*This quote assumes Prime Therapeutics (PBM) Basic drug list and Traditional Select network.

** Administration Fee does not include Advanced Payment Review (APR) services charged at 25% of claims savings.

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CONVENTIONAL EQUIVALENT RATE DEVELOPMENT

	P19208	P69998	P69999
Premium at Current Rates	\$15,949,532	\$1,280,213	\$56,789
Rate Action	-3.2%	-3.2%	-3.2%
Requested Premium at Renewal Rates	\$15,439,147	\$1,239,245	\$54,972

	Lives	Current	Renewal	Lives	Current	Renewal	Lives	Current	Renewal
HCSC Primary									
Single	152	\$1,126.76	\$1,090.70	37	\$973.40	\$942.25	0	\$788.73	\$763.49
Single + 1	141	\$2,253.53	\$2,181.42	10	\$1,946.78	\$1,884.48	0	\$1,577.47	\$1,526.99
Family	200	\$3,380.28	\$3,272.11	17	\$2,920.20	\$2,826.75	2	\$2,366.20	\$2,290.48
Medicare Primary									
Single	74	\$901.40	\$872.56	2	\$778.72	\$753.80	0	\$630.98	\$610.79
Family	54	\$1,802.83	\$1,745.14	0	\$1,557.43	\$1,507.59	0	\$1,261.96	\$1,221.58
HCSC & Medicare Total	621			66			2		

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STOP LOSS

Paid

	P19208 - P69998 - P69999		Customer Total	
	PCPM	TOTAL	PCPM	TOTAL
Projected Enrollment	689	8,268	689	8,268
Projected Paid Claims		\$16,420,910		\$16,420,910
Projected Illinois Access Fee		\$167,021		\$167,021
Projected Average Claim Value	\$2,006.28	\$16,587,923	\$2,006.28	\$16,587,923
Aggregate Stop Loss Attachment Factor	130%	130%	130%	130%
Aggregate Claim Factor	\$2,608.16	\$21,564,300	\$2,608.16	\$21,564,300
Aggregate Stop Loss Premium		\$12,398		\$12,398
Individual Stop Loss Deductible	\$275,000	\$275,000	\$275,000	\$275,000
Individual Stop Loss Premium	\$101.72	\$841,020	\$101.72	\$841,020
Minimum Aggregate Point of Attachment				\$19,407,870

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Town Of Cicero

ASO Projection
for the period
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1/1/2023 ASO Renewal

FEE COMPARISON (BY PRODUCT)

Renewal	PPO		Change
	Current	Renewal	
Projected Enrollment	681	689	1.2%
Single		265	
Family		424	
Illinois Access Fee	1.57%	1.49%	-5.1%
Administration Fee**	\$72.95	\$74.04	1.5%
Prescription Drug Rebate Credit	(\$124.67)	(\$149.24)	19.7%
Medical Rebate Credit	(\$2.50)	(\$2.50)	0.0%
Additional Services PCPM Fees	\$0.52	\$0.52	0.0%
Net Administration Fee PCPM	(\$53.70)	(\$77.18)	43.7%
Individual Stop Loss \$275,000 Deductible	\$93.38	\$101.72	8.9%
Aggregate Stop Loss 130% Attachment Factor	\$12,398	\$12,398	0.0%
Total Fixed Costs PCPM	\$41.19	\$26.04	-36.8%
Projected Average Claim Value PCPM	\$2,103.21	\$2,006.28	-4.6%
Projected Aggregate Claim Factor PCPM	\$2,734.17	\$2,608.16	-4.6%
Total Projected Costs PCPM	\$2,144.40	\$2,032.32	-5.2%

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**If a third party stoploss carrier is selected, a Third-Party Stop Loss Carrier fee of \$0.50 pcpm will apply.*

***Administration Fee does not include Advanced Payment Review (APR) services charged at 25% of claims savings.*

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CONDITIONS AND CAVEATS

Notwithstanding anything in the renewal or proposal to the contrary, BCBSIL reserves the right to revise or withdraw any term herein or to change our charge for the cost of coverage (premium, fees or other amounts) at any time before or during the contract period if any local, state or federal legislation, regulation, rule or guidance (or amendment or clarification thereto) is enacted or becomes effective/implemented, which would require BCBSIL to pay, submit or forward, on its own behalf or on the Employer Group's behalf, any additional tax, surcharge, fee, or other amount (all of which may be estimated, allocated or pro-rated amounts). BCBSIL also reserves the right to change the administrative fees it charges the Employer Group at any time before or during the contract period to the extent that any local, state or federal legislation, regulation, rule or guidance (or amendments or clarifications thereto) is enacted or becomes effective/implemented which results in increased projected claim costs or an increase to BCBSIL's expenses or cost of plan administration.

Unless otherwise stated, this renewal offer is made on the assumption the benefit program is for a plan that is not considered a "grandfathered health plans" as defined under the Affordable Care Act and related regulations. If you have questions about grandfathered health plans, please consult your legal counsel.

The total annual Stop Loss premiums and ACV factors are based upon the total projected enrollment and contract distribution as indicated on this exhibit. Significant changes in the above stated enrollment and contract distribution will require a review and adjustment of the fees and factors.

This renewal is being provided for the period indicated above.

This renewal offer expires as of the effective date indicated above.

This renewal offer assumes HCSC will remain the exclusive carrier for Medical and Rx coverage.

Upon inquiry from employer groups, BCBS will provide information to the employer group regarding commissions and other compensation paid to the employer's agent by BCBS in connection with the employer's policy or contract with BCBS.

The Individual Stop Loss quote is being offered on a Paid basis during the policy period indicated above.

The Aggregate Stop Loss quote is being offered on a Paid basis during the policy period indicated above.

Paid Claims subject to Individual Stop Loss are paid claims from the following line(s) of coverage: Medical, Drug, Illinois Access Fee

Paid Claims subject to Aggregate Stop Loss are paid claims from the following line(s) of coverage: Medical, Drug, Illinois Access Fee

HCSC reserves the right to adjust the Aggregate Claim Liability if one or more of the following occurs within the coverage period:

- the Account's composition changes (i.e. demographics)
- the Account's number of covered employees increases or decreases by more than 10%
- the Account's benefit program changes

The Minimum Aggregate Point of Attachment was calculated as 90% of the Aggregate Claim Liability per contract per month multiplied by the projected cumulative contracts for the period.

Aggregate Stop Loss premium is payable annually and is due by the first day of the policy period.

Individual Stop Loss premiums are payable on the first day of each month.

Any amount in excess of the Individual Stop Loss deductible will not be included in the Aggregate Stop Loss Settlement.

HCSC's pharmacy benefit manager, PRIME Therapeutics (PBM), holds rebate contracts with pharmaceutical manufacturers. Unless otherwise agreed by the parties, HCSC may, in some circumstances, provide the Employer with a Rebate Credit, but such Rebate Credit may not equal the entire amount of the rebates provided to HCSC by the PBM.

Employers that do not use Prime Therapeutics as their pharmacy benefit manager are NOT eligible for a Rebate Credit under the pharmacy benefit.

HCSC's current estimate of the rebates it will receive from the PBM, for drugs covered under the pharmacy benefit, for the employer's covered members, is approximately \$58.69 per script.

The PEPM Medical Rebate Credit is subject to change as HCSC will review the PEPM credit offer for each subsequent renewal.

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Town Of Cicero

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1/1/2023 ASO Renewal

CONDITIONS AND CAVEATS

The Administrative charge includes a network access fee for employees residing in HCSC service areas (IL, MT, OK, NM, TX). Claims incurred outside HCSC service areas through the BlueCard program may be assessed a BlueCard access fee of no more than 3.62% of the discount applied, not to exceed \$2,000 per claim. An estimate of this access fee is included in our projected claim figures.

This quote is contingent upon the account signing new contract documents in a timely manner. If not signed, then HCSC may withdraw and/or revise the quote.

Pharmacy Rebate Credit includes estimate of rebates for all categories of drugs, including specialty drugs, based on our book of business.

If the prescription drug program is not administered by Prime today but is awarded the administration of the prescription drug program, the medical claim cost will be reduced due to the integration of the medical and prescription drug program.

We reserve the right to revise or withdraw our offer if, at any time during the projected coverage period:

- ☐ The actual number of enrolled contracts (in total, by product, or by benefit plan), the Single/Family mix, or the Medicare/Non-Medicare mix varies by +/- 10% from our projections.
- ☐ The information upon which our projections were based (benefit levels, census/demographics, commissions, etc.) becomes outdated or inaccurate.

Wellbeing Management (Health Management & Advocacy program) is included in the quoted administration fee.

Lock-In requirements for all stop loss proposals and renewals as follows:

-Stop Loss quotes/renewals released 180 or more days prior to effective date:

- All such offers are illustrative and cannot be locked in. See note below.

-Stop Loss quotes/renewals released 90 to 179 days prior to effective date:

- Can be locked in (via written acceptance) up to 45 calendar days after quote is released.
- After 45 calendar days without written acceptance, those offers become illustrative. See note below.

-Stop Loss quotes/renewals released within 89 days prior to effective date:

- Can be locked in at any time prior to effective date. (Stop Loss cannot be purchased after the policy period begins.)

Note: For quotes/renewals that are illustrative or otherwise not locked in, HCSC will require/review updated claim data which is within 180 days of the quoted effective date. A revised and final stop loss quote/renewal will be issued at that time.

Projected Net Paid Claims for non-HMO Medical coverages on these exhibits include Estimated Value Based Care Payments and Savings.

Value Based Care payments apply to Stop Loss Coverage.

BCBSIL retains the right to recoup monetary credits provided, any remaining implementation costs, shared savings or PG incentive fees from the plan sponsor in the event of early termination of the proposed coverage or contract, either in its entirety or with respect to certain custom services or programs included in this offer.

If a third party stop loss carrier is selected, a Third-Party Stop Loss Carrier fee will apply.

Offer is contingent upon proposed Wellbeing Management package design. Any modifications to the proposed package will impact the Wellbeing Management fee and Administrative Fee.

Administration Fee assumes Monthly claim funding.

This quote assumes Prime Therapeutics (PBM) Basic drug list and Traditional Select network.

Quote includes Advanced Payment Review (APR) program under APR program savings model. All claim savings realized through the APR program are passed through to the customer on the claim invoice, and HCSC will charge back 25% of the claim savings on the monthly administrative invoice.

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Town Of Cicero

January 1, 2023 - December 31, 2023
 Numbers for Illustrative Purposes Only
 Rx Claims Only
 Claims Paid 01/01/2023 Through 12/31/2023

Rx Discount Standard Offer			
Traditional Pricing			
	Traditional Select	Network Advantage	Preferred
Retail		Discount	
Brand AWP minus	19.15%	20.50%	21.45%
Generic AWP minus	82.30%	83.70%	84.05%
		Dispensing Fee	
Brand	\$0.75	\$0.40	\$0.40
Generic	\$0.75	\$0.40	\$0.40
Mail		Discount	
Brand AWP minus	23.45%	23.45%	23.45%
Generic AWP minus	82.85%	82.85%	82.85%
		Dispensing Fee	
Brand	\$0 00	\$0 00	\$0 00
Generic	\$0 00	\$0 00	\$0 00
ESN		Discount	
Brand AWP minus	22.45%	23.50%	24.45%
Generic AWP minus	85.20%	85.80%	86.40%
		Dispensing Fee	
Brand	\$0 00	\$0 00	\$0 00
Generic	\$0 00	\$0 00	\$0 00
Specialty		Discount	
AWP minus	19.95%	19.95%	19.95%

Drug List	Average Rebate Credit PEPM
Balanced	(\$188.00)
Performance Select	(\$191.44)
Performance	(\$169.52)
Enhanced	(\$144.11)
Basic*	

*See Renewal Exhibits for Blended Rebate Credit PEPM.

Caveats

- Members will pay the lower of the contracted rate, U&C, or their applicable copayment. Zero balance logic is not employed.
 - Discounts are based on the actual NDC-11 dispensed.
 - Discounts provided do not include savings from DUR or other clinical programs.
 - Assumes client does not have 340B pricing.
 - Rebates will be paid on all eligible claims incurred during the life of the contract.
 - Rebates are earned on all eligible claims, regardless of days supply and member contribution percentages.
 - Compound claims and OTC claims are excluded from rebates.
 - Discount rates exclude compounds, foreign claims and specialty (as defined by the Specialty Fee Schedule).
 - If changes occur within the PBM marketplace which lead to a significant deviation from the current economic environment, both parties agree to proactively amend the contract to make all parties commercially reasonably economically neutral.
 - Brand drugs are defined as all drugs that have a Medi-Span multisource code field equal to 'M', 'N', or 'O'.
 - Generic drugs are defined as all drugs available in sufficient supply that have a Medi-Span multisource code field equal to 'Y'.
 - Assumes Exclusive Specialty through Specialty Pharmacy.
 - Dispensing fee will be \$0.00 for those drugs dispensed through Specialty Pharmacy.
- The above AWP's and Dispensing fees reflects HCSC's RX standard product for the Networks and Drug Lists offered. Group's estimated pricing will be based on the Network and Drug List selected.
- Drug list options above do not apply to plans with Bluescript Rx.
 - Network and Drug List options above only apply to plans with custom benefits.

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Town Of Cicero

ASO Projection
for the period
January 1, 2023 - December 31, 2023
1/1/2023 ASO Renewal

Wellbeing Management Detail

	P19208	P69998	P69999	Total
Projected Enrollment	621	66	2	689
<u>WBM Package Included in Administration Fee</u>	Empower+ BH	Empower+ BH	Empower+ BH	
Foundational Package Components				
Foundational Package Components				
Total Foundational and Configurable	\$7.95	\$7.95	\$7.95	\$7.95
Total WBM Fee Included in Administration Fee	\$7.95	\$7.95	\$7.95	\$7.95

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Prospective Premium Projection
for the period
January 1, 2023 - December 31, 2023

1/1/2023 Premium BAHMO Renewal

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Presented by:

Dee Mastro-Holzkopf

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BlueCross BlueShield
of Illinois

Town Of Cicero

Prospective Premium Projection
January 1, 2023 - December 31, 2023
1/1/2023 Premium BAHMO Renewal

CLAIM EXPERIENCE SUMMARY

Month	Medical	Claims		Enrollment
		Drug	Total	
				0

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Prospective Premium Projection
January 1, 2023 - December 31, 2023
1/1/2023 Premium BAHMO Renewal

CLAIM PROJECTION

BAHMO	MEDICAL	DRUG	TOTAL
	Current	Current	Current
Total Projected ACV PCPM	\$312.77	\$197.62	\$510.39
Projected Plan Change Adjustment	0.00%	0.00%	
Total Projected ACV PCPM with Adjustments	\$312.77	\$197.62	\$510.39
Stop Loss Alternate Level Adjustment	1.0000	1.0000	
Adjusted Projected ACV PCPM	\$312.77	\$197.62	\$510.39
Projected Enrollment	42	42	42
Number of Months in Policy Period	12	12	12
Projected Net Paid Claims	\$157,636	\$99,600	\$257,236

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**The Annual Trend Rate includes an adjustment for any unusual claim impact related to the pandemic event that is not expected to continue into the projection period. For example, the impact to the Annual Medical Trend Rate for a 12-month experience period including pandemic months could be approximately between 2% and 5%. The impact can vary materially from the stated ranges if the number of experience months is fewer than 12.*

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Town Of Cicero
Prospective Premium Projection
for the period
January 1, 2023 - December 31, 2023
1/1/2023 Premium BAHMO Renewal

TOTAL PROJECTED COST BY PRODUCT

RENEWAL	
	BA HMO
Projected Enrollment	42
Total Projected Net Claims	\$257,236
Physician Service Fees	\$128,855
Pooling (\$35,000 Level)	\$95,458
HMO Managed Care Fee	\$4,813
Total Benefit Charges	\$486,362
Desired Loss Ratio (DLR)	96.83%
Preliminary Premium	\$502,285
Required Premium	\$502,285
Premium at Current Rates	\$449,109
Required Premium/Premium at Current Rates	11.8%

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Town Of Cicero

Prospective Premium Projection
for the period
January 1, 2023 - December 31, 2023
1/1/2023 Premium BAHMO Renewal

RATE DEVELOPMENT

	BAHMO		
Premium at Current Rates	\$449,109		
Rate Action	11.8%		
Requested Premium at Renewal Rates	\$502,106		
	Lives	Current	Renewal
HCSC Primary			
Single	19	\$508.96	\$569.02
Single + 1	7	\$983.18	\$1,099.20
Family	13	\$1,488.18	\$1,663.79
Medicare Primary			
Single	2	\$381.73	\$426.77
Family	1	\$763.46	\$853.55
HCSC & Medicare Total	42		

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Town Of Cicero

Prospective Premium Projection
for the period
January 1, 2023 - December 31, 2023
1/1/2023 Premium BAHMO Renewal

RATE DEVELOPMENT

		BAHMO		
Premium at Current Rates		\$449,109		
Rate Action		6.00%		
Requested Premium at Renewal Rates		\$476,056		
		Lives	Current	Renewal
HCSC Primary				
Single	19	\$508.96	\$539.50	
Single + 1	7	\$983.18	\$1,042.17	
Family	13	\$1,488.18	\$1,577.47	
Medicare Primary				
Single	2	\$381.73	\$404.63	
Family	1	\$763.46	\$809.27	
HCSC & Medicare Total		42		

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Town Of Cicero

Prospective Premium Projection
January 1, 2023 - December 31, 2023
1/1/2023 Premium BAHMO Renewal

CONDITIONS AND CAVEATS

Notwithstanding anything in the renewal or proposal to the contrary, BCBSIL reserves the right to revise or withdraw any term herein or to change our charge for the cost of coverage (premium, fees or other amounts) at any time before or during the contract period if any local, state or federal legislation, regulation, rule or guidance (or amendment or clarification hereto) is enacted or becomes effective/implemented, which would require BCBSIL to pay, submit or forward, on its own behalf or on the Employer Group's behalf, any additional tax, surcharge, fee, or other amount (all of which may be estimated, allocated or pro-rated amounts). BCBSIL also reserves the right to change the premium rates it charges the Employer Group at any time before or during the contract period to the extent that any local, state or federal legislation, regulation, rule or guidance (or amendments or clarifications hereto) is enacted or becomes effective/implemented which results in increased projected claim costs or an increase to BCBSIL's expenses or cost of plan administration.

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

After the initial benefit plan design(s) is quoted, HCSC will not be providing a Minimum Value determination for any requested alternative benefit plan design(s). After you have notified HCSC of your final benefit plan design selection(s) for the upcoming policy year or renewal period, a statement indicating whether each selected benefit plan design meets/does not meet Minimum Value standards will be included in the corresponding Summary of Benefits and Coverage document(s) provided by HCSC.

Unless otherwise stated, this renewal offer is made on the assumption the benefit program is for a plan that is not considered a "grandfathered health plans" as defined under the Affordable Care Act and related regulations. If you have questions about grandfathered health plans, please consult your legal counsel.

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This renewal is being provided for the period indicated above.

This renewal offer expires as of the effective date indicated above.

This renewal offer assumes HCSC will remain the exclusive carrier for Medical and Rx coverage.

Upon inquiry from employer groups, BCBS will provide information to the employer group regarding commissions and other compensation paid to the employer's agent by BCBS in connection with the employer's policy or contract with BCBS.

We reserve the right to revise or withdraw our offer if, at any time during the projected coverage period:

- ☐ The actual number of enrolled contracts (in total, by product, or by benefit plan), the Single/Family mix, or the Medicare/Non-Medicare mix varies by +/- 10% from our projections.
- ☐ The information upon which our projections were based (benefit levels, census/demographics, commissions, etc.) becomes outdated or inaccurate.

Wellbeing Management (Health Management & Advocacy program) is included in the quoted administration fee.

Offer is contingent upon proposed Wellbeing Management package design. Any modifications to the proposed package will impact the Wellbeing Management fee and Administrative Fee.

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Town Of Cicero

Prospective Premium Projection
for the period

January 1, 2023 - December 31, 2023
1/1/2023 Premium BAHMO Renewal

Wellbeing Management Detail

	BAHMO	Total
Projected Enrollment	42	42
<u>WBM Package Included in Premium</u>	Wellness for IL HMO	
Foundational Package Components		
Foundational Package Components		
Total Foundational and Configurable	\$0.45	\$0.45
Total WBM Fee Included in Premium	\$0.45	\$0.45

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Benefit Program Application (“ASO BPA”)

Applicable to Administrative Services Only (ASO) Group Accounts

administered by Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation,
a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association, hereinafter referred to as “Claim
Administrator” or “BCBSIL”

Group Status: Renewing ASO Account

Employer Account Number (6-digits): 019209

Group Number(s): P19208, P69998, P69999 (H.S.A)

Section Number(s): See account structure

Legal Employer Name: Town of Cicero

(Specify the Employer or the employee trust applying for coverage. Names of subsidiary or affiliated companies to be covered must also be named below. AN EMPLOYEE BENEFIT PLAN MAY NOT BE NAMED.)

ERISA Regulated Group Health Plan*: Yes No

Is your ERISA Plan Year* a period of 12 months beginning on the Effective Date of Coverage specified below? Yes
If not, please specify your ERISA Plan Year*: Beginning Date ___/___/___ End Date ___/___/___ (month/day/year)

ERISA Plan Administrator*: _____

Plan Administrator’s Address: _____

If you maintain that ERISA is not applicable to your group health plan, give legal reason for exemption:
Select from Drop Down ; if applicable, specify other: _____

Is your Non-ERISA Plan Year* a period of 12 months beginning on the Anniversary Date specified below? Yes
If not, please specify your Non-ERISA Plan Year*: Beginning Date ___/___/___ End Date ___/___/___ (month/day/year)

For more information regarding ERISA, contact your Legal Advisor.

*All as defined by ERISA and/or other applicable law/regulations

Effective Date of Coverage: (Month/day/Year) 01 / 01 / 2023

Anniversary Date: (Month/Day/Year) 01 / 01 / 2024

Retiree-Only Plan(s) Identification:

For more information regarding Retiree-only plans, contact your Legal Advisor.

Do you have one or more Retiree-only plan(s)? Yes No

If yes, please provide Benefit Agreement number, or group and section numbers of the Retiree-only plan(s):

Account Information

NO CHANGES

SEE ADDITIONAL PROVISIONS

Standard Industry Code (SIC): 9111

Employer Identification Number (EIN): 36-6005833

Address: 4949 W. Cermak Road

City: Cicero

State: IL

ZIP: 60804-2461

Administrative Contact: Sarah Jelic

Title: Director of Human Resources

Email Address: sajelic@thetownofcicero.com

Phone Number: 708-656-3600

Fax Number: 708-656-2575

Wholly Owned Subsidiaries to be covered:

Affiliated Companies to be covered:

Employer Identification Number (EIN):

(Affiliated Companies must be required or permitted to be aggregated per IRS Guidelines, Employer hereby confirms that Employer, Subsidiaries and Affiliates are treated as a single employer under Internal Revenue Code Section 414(b), or (c), or (m) or (o), or under applicable law.)

Proprietary and Confidential Information of Claim Administrator

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Blue Access for EmployersSM ("BAESM") Contact: Sarah Jelic

(The BAE Contact is the Employee authorized by the Employer to access and maintain the Employer's account in BAE.)

Email Address: sajelic@thetownofcicero.com

Phone Number: 708-656-3600

Fax Number: 708-656-2575

The Employer or other company listed in this BPA is a public entity or governmental agency/contractor

Producer of Record Information

NO CHANGES SEE ADDITIONAL PROVISIONS

Effective: _____

If applicable, the below-named producer(s) or agency(ies) is/are recognized as Employer's Producer of Record (POR) to act as a representative in negotiations with and to receive commissions from BCBSIL, Claim Administrator's corporate subsidiaries, as applicable, for procuring Claim Administrator's claims administration services for Employer's employee benefit program(s). This statement rescinds any and all previous POR appointments for the Employer. The POR is authorized to perform membership transactions on behalf of the Employer. This appointment will remain in effect until withdrawn or superseded in writing by the Employer.

Are commissions to be paid? Yes No

Producer or Agency to whom commissions are to be paid*:

Illinois Producer#:

NPN:

Address:

City:

State:

Phone:

Fax:

Is Producer/Agency appointed with BCBSIL? Yes No

Commissions:

- PCPM \$ Does a Monthly Cap Apply Yes No \$ (If cap is annual, divide by twelve)
- Flat \$ Does a Monthly Cap Apply Yes No \$ (If cap is annual, divide by twelve)
- Percentage of Stop Loss: %

ADDITIONAL COMMISSIONS:

* The Producer or agency name(s) above to whom commissions are to be paid must exactly match the name(s) on the appointment application(s).

Schedule of Eligibility

NO CHANGES SEE ADDITIONAL PROVISIONS

Employer has made the following eligibility decisions:

1. Eligible Person means:

- A full-time employee of the Employer.
- A full-time employee of the Employer who is a member of: _____ (name of union)
- A part-time employee of the Employer.
- A retiree of the Employer. Define criteria:
- Other: Retiree: A Plan Participant who has retired from active employment with The Town of Cicero, including the Cicero Police Department, Fire Department and Library District, and has fulfilled the Years of Service requirement for a Cicero Police, Fire or an IMRF Pension. Upon the death of such formerly employed Retiree, the Survivor of such Retiree, as defined in the applicable Cicero Police, Fire or the IMRF Pension Plan, shall be a retiree for the purposes of this Health Plan. For Purposes of this Section, the Years of Service requirement shall be as defined as the minimum number of years required by the respective pension fund in order to be eligible for a pension

Are any classes of employees to be excluded from coverage? Yes No

If yes, please identify the classes and describe the exclusion:

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2. Employee definitions:

Full-Time Employee means:

- A person who is regularly scheduled to work a minimum of _____ hours per week and who is on the permanent payroll of the Employer.
- Other: Appointed members of the Cicero Board and Committees while they are serving on the appointed Board of Committee. Once appointed Board or Committee members are no longer serving on the Board of Committee, they are no longer eligible for coverage. Elected Town of Cicero Officials while serving in office and former Elected Officials per ordinance after leaving office.

Part-Time Employee means:

- A person who is regularly scheduled to work a minimum of _____ hours per week and who is on the permanent payroll of the Employer.
- Other:

3. The Effective Date of termination for a person who ceases to meet the definition of Eligible Person:

- The date such person ceases to meet the definition of Eligible Person.
- The last day of the calendar month in which such person ceases to meet the definition of an Eligible Person.
- Other: Appointed members of the Cicero Board and Committees while they are serving on the appointed Board of Committee. Once appointed Board or Committee members are no longer serving on the Board of Committee, they are no longer eligible for coverage. Elected Town of Cicero Officials while serving in office and former Elected Officials per ordinance after leaving office.

4. Select an effective date rule for a person who becomes an Eligible Person after the Effective Date of the Employer's health care plan (the effective date must not be later than the 91st calendar day after the date that a newly eligible person becomes eligible for coverage, unless otherwise permitted by applicable law).

- The date of employment.
- The _____ day of employment.
- The _____ day of the month following _____ month(s) of employment.
- The _____ day of the month following _____ days of employment.
- The _____ day of the month following the date of employment.
- Other: The date of employment- for elected officials. For all other employees- the 60th day of employment

Is the waiting period requirement to be waived on initial group enrollment? Yes No

Are there multiple new hire waiting periods? Yes No

If yes, please attach eligibility and contribution details for each section.

5. Domestic partners covered: Yes No

If yes: a domestic partner is eligible to enroll for coverage.

If yes, are domestic partners eligible for continuation of coverage? Yes No

If yes, are dependents of domestic partners eligible to enroll for coverage? Yes No

If yes, are dependents of domestic partners eligible for continuation of coverage? Yes No

The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for domestic partners.

6. Civil Union Partners covered:

- The Employer is an Illinois county, municipality, the State of Illinois, subject to the Illinois School Code, a church plan or other non-ERISA plan. For such Employers, a Civil Union Partner and his or her dependents are automatically eligible to enroll for coverage and, once enrolled, eligible for continuation of coverage as described in the Employer's Plan.

For all other Employers: Yes No

If yes: A Civil Union Partner and his or her dependents are eligible to enroll for coverage.

If yes: Are Civil Union Partners and his or her dependents eligible for continuation of coverage? Yes No

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The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for Civil Union Partners.

7. **Limiting Age for covered children:** Twenty-six (26) years, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage, or any combination of those factors. Other:

If Employer is an Illinois county, municipality, the State of Illinois, or subject to the Illinois School Code, this Limiting Age is extended to thirty (30) years, for unmarried eligible military personnel as described in the Employer's Plan.

8. **Termination of coverage upon reaching the Limiting Age:**

- The last day of coverage is the day prior to the birthday.
- The last day of coverage is the last day of the month in which the limiting age is reached.
- The last day of coverage is the last day of the billing month.
- The last day of coverage is the last day of the year (12/31) in which the limiting age is reached.
- The last day of coverage is the day prior to the Employer's Anniversary Date.

Will coverage for a child who is medically certified as disabled and dependent on the employee terminate upon reaching the limiting age even if the child continues to be both disabled and dependent on the employee? Yes No

However, such coverage shall be extended in accordance with any applicable federal or state law and the Disabled Dependent provisions of this BPA. *The Employer will notify BCBSIL of such requirements.*

9. **Disabled dependent:** A disabled dependent means a dependent child who is medically certified as disabled and dependent upon the Employee or his/her spouse.

To administer medical certification of disabled dependents, you may select option (a) Standard Rules or (b) Custom Rules. BCBSIL will administer its standard process for administration of disabled dependent coverage if (a) below is selected by Employer, or at the Employer's direction memorialized below, BCBSIL will follow a customized process if Employer selects (b). If (b) is selected there are additional selections regarding age, proof of prior coverage, certification review, forms, and previous medical certification approvals.

- (a) Disabled dependent administration will follow **Standard Rules**.

A disabled dependent is eligible to **continue** coverage beyond the limiting age, provided the disability began before the child attained the age of 26. A disabled dependent is eligible to **add** coverage beyond the limiting age, provided the disability began before the child attained the age of 26, and proof of coverage as a disabled dependent is provided. Administration of certification review is administered by BCBSIL; a disabled dependent certification form must be submitted to BCBSIL.

- (b) Disabled dependent Administration will follow **Custom Rules**. Please make the following sections:

Age: *Please select one option regarding age of when the disability began.*

- The disability must have begun before the child attained the age of 26.
- All disabled dependents are covered regardless of when the disability began.

Proof of prior coverage: *Please select required or not required below:*

When **adding** coverage, proof of prior coverage as a disabled dependent is required not required.

Certification review: *Please select one option regarding the administration of certification review.*

- Certification review is administered by BCBSIL; a disabled dependent certification form must be submitted to BCBSIL.
- Certification review is administered by the Employer; there are no disabled dependent certification form requirements.

If certification review is administered by BCBSIL, please select one option regarding forms:

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- Utilize BCBSIL disabled dependent certification forms.
- Utilize custom/other disabled dependent certification forms.

If Certification Review is administered by BCBSIL, please select allowed or not allowed below:

A disabled dependent approved certification from a prior insurance carrier is allowed not allowed.
 A disabled dependent approved certification from a prior BCBS policy is allowed not allowed.

10. Will extension of benefits due to temporary layoff, disability or leave of absence apply?

- Yes (specify number of days below) No

Temporary Layoff: _____ days Disability: _____ days Leave of Absence: _____ days

However, benefits shall be extended for the duration of an Eligible Person's leave in accordance with an applicable federal or state law. The Employer will notify BCBSIL of such requirements.

11. Enrollment:

Special Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents within thirty-one (31) days of a Special Enrollment qualifying event if he/she did not previously apply prior to his/her Eligibility Date or when otherwise eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be the effective date of the qualifying event or, in the event of Special Enrollment due to marriage or termination of previous coverage, then no later than the first day of the Plan Month following the date of receipt of the person's application of coverage.

An Eligible Person may apply for coverage within sixty (60) days of a Special Enrollment qualifying event in the case either of a loss of coverage under Medicaid or a state Children's Health Insurance program, or eligibility for group coverage where the Eligible Person is deemed qualified for group coverage assistance under a state Medicaid or CHIP premium assistance program.

Open Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so, during the Employer's annual Open Enrollment Period. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer. Such date shall be subsequent to the Open Enrollment Period.

Specify Open Enrollment Period: December 1 for January 1 effective date

Late Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer.

Select one of the provisions below:

- Open Enrollment – Late applicants may only apply during Open Enrollment.
- Late Entrant – Late applicants may apply at any time – coverage effective date is determined by the receipt date and the rules governing off-cycle enrollments.

12. * Does COBRA Auto Cancel apply? Yes No

*Member's COBRA/Continuation of Coverage will be automatically cancelled at the end of the member's eligibility period.
 * Not recommended for accounts with automated eligibility.*

CURRENT EMPLOYEE ELIGIBILITY INFORMATION

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Current number of eligible subscribers at onboarding and/or annual renewal _____.

Lines of Business (Check all applicable services)		<input type="checkbox"/> NO CHANGES	<input type="checkbox"/> SEE ADDITIONAL PROVISIONS
Medical Plan Services: <input checked="" type="checkbox"/> Participating Provider Option (PPO) <input type="checkbox"/> Blue Choice Select PPO <input type="checkbox"/> Blue Choice Options <input type="checkbox"/> Blue High Performance Network SM (BlueHPN SM)	Consumer Driven Health Plan: <input type="checkbox"/> BlueEdge SM HCA Administrative Services (if purchased, complete separate HCA BPA) <input checked="" type="checkbox"/> BlueEdge SM HSA Eligible Health Plan (vendor: Select Vendor) <input type="checkbox"/> FSA (vendor: Select Vendor) <input type="checkbox"/> HRA (vendor: Select Vendor)		
Additional Services: <input checked="" type="checkbox"/> Wellbeing Management <input type="checkbox"/> Wellness Incentives <input type="checkbox"/> Health Advocacy Solutions <input type="checkbox"/> Mercer Health Advantage <input type="checkbox"/> Custom Care Management Unit <input type="checkbox"/> Blue Directions SM (Private Exchange) (If selected, the Blue Directions Addendum is attached and made a part of the parties' Administrative Services Agreement.) <input type="checkbox"/> Limited Fiduciary Services for Claims and Appeals <input type="checkbox"/> Other Select Product <input type="checkbox"/> Other Select Product <input type="checkbox"/> Other Select Product <input type="checkbox"/> Other Select Product <input type="checkbox"/> Other <input type="checkbox"/> Other	Prescription Drugs: <input checked="" type="checkbox"/> Covered under a pharmacy benefit (If selected, the PBM Fee Schedule Addendum must be attached and is part of this BPA.) <input type="checkbox"/> Covered under the medical benefit or Blue Script Pharmacy Network (Select one): <input checked="" type="checkbox"/> Traditional Select Network <input type="checkbox"/> Advantage Network <input type="checkbox"/> Preferred Network (Not offered with Blue Script) <input type="checkbox"/> Elite Network (Not offered with Blue Script) <input type="checkbox"/> Network on PBM Fee Schedule Addendum <input type="checkbox"/> Other (please specify): PPO Drug List: Basic Drug List Other (please specify): PPO/HSA Preventive Drug List: Please specify: Select Option Other Rx programs: Please specify: Select Program Prescription Drug Program Clinical Programs <input type="checkbox"/> Pharmaceutical Care Management (Retrospective) (Included with HAS)		
Ancillary Services: <input checked="" type="checkbox"/> Dental Plan Services <input type="checkbox"/> Vision Insurance (if selected, complete a separate application) <input checked="" type="checkbox"/> Stop Loss (if selected, complete separate Exhibit to the Stop Loss Coverage Policy) <input type="checkbox"/> Life, Disability, Critical Illness or Accident Insurance (if selected, complete a separate application for those coverages) <input checked="" type="checkbox"/> COBRA Administrative Services (if selected, complete separate COBRA Administrative Services Addendum to the BPA)			

Mercer Health Advantage is offered by Mercer, an independent company, and is administered by Blue Cross and Blue Shield of Illinois.

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Custom Care Management Unit is offered by Willis Towers Watson, an independent company, and is administered by Blue Cross and Blue Shield of Illinois.

Medical and Dental benefits and services are administered by Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association.

Life, Disability, Critical Illness, Accident and Vision products are issued by Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148. Blue Cross and Blue Shield of Illinois is the trade name of Dearborn Life Insurance Company, an independent licensee of the Blue Cross and Blue Shield Association, BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

FEE SCHEDULE

Employer shall pay amounts Claim Administrator bills Employer for benefit claims Claim Administrator processes on Employer's behalf as well as administrative fees as set forth in this Fee Schedule.

Payment Specifications NO CHANGES SEE ADDITIONAL PROVISIONS

Employer Payment Method: Online Bill Pay Electronic Auto Debit Check

Employer Payment Period: Weekly (cannot be selected if Check is selected as payment method above)
 Semi Monthly (cannot be selected if Check is selected as payment method above)
 Monthly

Claim Settlement Period: Monthly

Run-Off Period: Employer payments are to be made for 12 months following end of Fee Schedule Period. Standard is twelve (12) months.

Fee Schedule Period: To begin on Effective Date of Coverage and continue for 12 months. If other than 12 months, please specify: _____ months.

Administrative Per Employee Per Month (PEPM) Charges NO CHANGES SEE ADDITIONAL PROVISIONS

	Medical	Dental		
Administrative Fee	\$74.04	\$3.70	\$	\$
Dental	\$	\$	\$	\$
Limited Fiduciary Services	\$	\$	\$	\$
Advanced Payment Review	25% \$	% \$	% \$	% \$
*Medical Drug Rebate Credit	\$(2.50)	\$()	\$()	\$()
*Rebate Credit for the Prescription Drug Program	\$(149.24)	\$()	\$()	\$()
Management of the Virtual Visits Program	\$.52	\$	\$	\$
Wellbeing Management	\$	\$	\$	\$
Health Advocacy Solutions	\$	\$	\$	\$
Pharmaceutical Care Management (Retrospective) (No cost if both HAS and Prescription Drug Program are elected)	\$	\$	\$	\$
Commissions: _____	\$	\$	\$	\$
Commissions: _____	\$	\$	\$	\$
Commissions: _____	\$	\$	\$	\$
Other: Select Service Category List Service:	\$	\$	\$	\$
Other: Select Service Category List Service:	\$	\$	\$	\$
Other: Select Service Category List Service:	\$(77.18)	\$3.70	\$	\$

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Other: Select Service Category List Service:	\$	\$	\$	\$
Miscellaneous:	\$	\$	\$	\$
Miscellaneous:	\$	\$	\$	\$
Total	\$	\$	\$	\$

*The Rebate Credit is a per Covered Employee per month credit applied to the monthly billing statement. The Employer and Claim Administrator have agreed to the Rebate Credit and Employer agrees that it and its group health plan have no right to, or legal interest in, any portion of the rebates, either under the pharmacy benefit or the medical benefit, actually provided by the Pharmacy Benefit Manager ("PBM") or a pharmaceutical manufacturer to Claim Administrator and consents to Claim Administrator's retention of all such rebates. The Rebate Credit will be provided from Claim Administrator's own assets and may or may not equal the entire amount of rebates actually provided to Claim Administrator or expected to be provided. Rebate Credits shall not continue after termination of the Prescription Drug Program. Employer agrees that any Rebate Credit provision in the governing Administrative Services Agreement to the contrary is hereby superseded.

Administrative Line Item Charges	Frequency	Amount
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	_____%
Total:		\$ _____

Claim Administrator Provider Access Fee(s)	<input type="checkbox"/> NO CHANGES <input type="checkbox"/> SEE ADDITIONAL PROVISIONS
Group Number(s): P19208, P69998, P69999	
<input checked="" type="checkbox"/> % of ADP Savings: 1.49%	
<input type="checkbox"/> \$ per Covered Employee per month: \$	
<input type="checkbox"/> Group with multiple Provider Access Fees by services (e.g., CMM, and/or PPO plans): Group Number(s):	
<input type="checkbox"/> % of ADP Savings: %	
<input type="checkbox"/> \$ per Covered Employee per month: \$	
BlueCard Program/Network access fees: Available upon request.	

NO CHANGES SEE ADDITIONAL PROVISIONS

NSA Fees

In connection with the claims, items, and services that are subject to the No Surprises Act (“NSA”) and disputed by a Provider, Employer agrees to pay Claim Administrator the following fees:

- Fifty dollars (\$50) for each claim that is the subject of informal negotiation with a Provider (this fee will be charged in the event the Provider, in its sole discretion, determines that it will not accept the initial payment amount); and
- An additional seventy-five dollars (\$75) per claim for each independent dispute resolution process (“IDR”) where Claim Administrator represents Plan (this fee will be charged in the event the Provider, in its sole discretion, determines that it will initiate IDR after the informal negotiation period); and
- All costs imposed by the IDR entity or any state, federal or local government entity in connection with an IDR.

External Review Coordination: Yes No

If yes, coordination fee: \$700 for each external review requested by a Covered Person that the Claim Administrator coordinates for the Employer in relation to the Employer’s Plan.

Employer elects the following process:

State of Illinois External Review Process Federal Affordable Care Act Process

If no, provide name and address of administrator(s) of external review coordination and indicate if administrating medical claims and/or pharmacy claims:

Administrator: Medical claims: Pharmacy claims: Name: _____ Mailing Address: _____

Administrator: Medical claims: Pharmacy claims: Name: _____ Mailing Address: _____

Advanced Payment Review (APR): Yes No

APR is a suite of payment integrity offerings. Refer to the ABS. If Employer elects APR, indicate APR Savings Program or PEPM below:

APR Savings Program
 PEPM

For APR capabilities other than Reimbursement Services: If Employer elects APR Savings Program, Claim Administrator will invoice the percentage indicated in the Fee Schedule of any savings amounts identified by Claim Administrator or third-party vendor.

Reimbursement Services: Yes No If yes, Claim Administrator will retain twenty-five percent (25%) of any recovered amounts made on third-party liability claims other than recovery amounts received as a result of or associated with any Workers’ Compensation Law.

FlexAccess™: Yes No

Claim Administrator will assess a program fee equal to 20% of the total shared savings. Total shared savings is calculated as follows:

The difference between Employer responsibility without the FlexAccess Program and Employer responsibility with the FlexAccess Program. The Employer responsibility with the FlexAccess Program is the cost of the drug minus: (1) the manufacturer copay assistance dollars that are allocated to the cost of the drug and (2) the member’s cost share for the member enrolled in the program. The Employer responsibility without the FlexAccess Program is the cost of the drug minus the member cost share if the member was not enrolled in the program.

Third-Party Law Firms Provisions (other than Reimbursement Services): Employer will pay no more than 35% of any recovered amount made by Claim Administrator’s third-party law firm or up to 35% of any recovered amount will be deducted from the amount distributed according to established allocation processes.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

IL GEN ASO BPA (Rev. 06/22) Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Alternative Compensation Arrangements: Employer acknowledges and agrees that Claim Administrator has Alternative Compensation Arrangements with contracted Providers, including but not limited to Accountable Care Organizations and other Value Based Programs. Further information concerning Employer's payment for covered services under such Arrangements is described in the Administrative Services Agreement between the Claim Administrator and the Employer.

Virtual Visits Program: Yes No

If yes, Covered Persons would be able to obtain certain Covered Services remotely via interactive video and/or interactive audio/video (where available) capability from Virtual Visits powered by MDLIVE.

MDLIVE® is a separate company that operates and administers Virtual Visits for persons with coverage through Blue Cross and Blue Shield of Illinois. MDLIVE is solely responsible for its operations and for those of its contracted providers. MDLIVE® and the MDLIVE logo are registered trademarks of MDLIVE, Inc., and may not be used without permission.

Termination Administrative Charge

As applies to the Run-Off Period indicated in the Payment Specifications section above:

- i. **For service charges (including, but not limited to, access fees) billed on a per Covered Employee basis at the time of termination of the Administrative Services Agreement or partial termination of Covered Employees,** the Termination Administrative Charge will be the amount equal to ten percent (10%) of the annualized charges based on the service charges in effect as of the termination date or date of partial termination and the Plan participation of the two (2) months immediately preceding the termination date or date of partial termination. Such aggregate amount will be due the Claim Administrator within ten (10) days of the Claim Administrator's notification to the Employer of the Termination Administrative Charge described herein.
- ii. **For service charges (including, but not limited to, access fees) billed on a basis other than per Covered Employee at the time of termination of the Administrative Services Agreement or partial termination of Covered Employees,** the Termination Administrative Charge will be such service charges in effect at the time of termination of the Administrative Services Agreement or partial termination of Covered Employees to be applied and billed by the Claim Administrator, and paid by the Employer, in the same manner as prior to termination of the Administrative Services Agreement or partial termination of Covered Employees.

Other Provisions

NO CHANGES

SEE ADDITIONAL PROVISIONS

1. Summary of Benefits & Coverage:

a. Will Claim Administrator create Summary of Benefits and Coverage (SBC)?

Yes. Please answer question b. The SBC Addendum is attached.

No. If no, then skip question b and refer to the Administrative Services Agreement for further information.

b. Will Claim Administrator distribute the (SBC) to Covered Persons?

No. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Administrative Services Agreement) and provide SBC to Employer in electronic format. Employer will then distribute SBC to Covered Persons (or hire a third party to distribute) as required by law.

Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Administrative Services Agreement) and distribute SBC to plan participants and beneficiaries via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is one dollar and fifty cents (\$1.50) per package.

2. Massachusetts Health Care Reform Act:

Does the Employer direct Claim Administrator to provide written statements of creditable coverage to its Covered Employees who reside, or have enrolled dependents who reside, in Massachusetts and file electronic reports to the Massachusetts Department of Revenue in a manner consistent with the requirements under the Massachusetts Health Care Reform Act? Yes No

If no: The Employer acknowledges it will provide written statements and electronic reporting to the Massachusetts Department of Revenue if required by the Massachusetts Health Care Reform Act.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

IL GEN ASO BPA (Rev. 06/22) Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

3. Alternative Care Management Program (applicable to the purchased medical management program):

Yes No

The undersigned representative authorizes provision of alternative benefits for services rendered to Covered Persons for Utilization Management, Case Management, including but not limited to Behavioral Health, and other health care management programs.

4. Prior Authorization (applicable to the purchased medical management program): Employer acknowledges and agrees to utilize Claim Administrator's standard list of services and supplies for which Prior Authorization (also called pre-notification or preauthorization) is required.

5. Essential Health Benefits ("EHB") Election:

Employer elects EHBs based on the following:

1. EHBs based on a Claim Administrator state benchmark:
 Illinois Montana New Mexico Oklahoma Texas
2. EHBs based on benchmark of a state other than IL, MT, NM, OK and TX
If so, indicate the state's benchmark that Employer elects: ____
3. Other EHB, as determined by Employer

In the absence of an affirmative selection by Employer of its EHBs, then Employer is deemed to have elected the EHBs based on the Illinois benchmark plan.

6. This ASO BPA is binding on both parties and is incorporated into and made a part of the Administrative Services Agreement between the parties with both such documents to be referred to collectively as the "Administrative Services Agreement" unless specified otherwise.

7. Producer/Consultant Compensation:

The Employer acknowledges that if its POR acts on its behalf for purposes of purchasing services in connection with the Employer's Plan under the Administrative Services Agreement to which this ASO BPA is attached, the Claim Administrator may pay the Employer's POR a commission and/or other compensation in connection with such services under the Administrative Services Agreement. If the Employer desires additional information regarding commissions and/or other compensation paid to the POR by the Claim Administrator in connection with services under the Administrative Services Agreement, the Employer should contact its POR.

Additional Provisions: Effective 01/01/2023

- HSA in network deductible is changing from \$2800/\$5600 to \$3000/\$6000

-All applicable state and federal mandates apply

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

Signature

Dee Mastro Holzkopf

Sales Representative

890

630-824-5558

District

Phone & FAX Numbers

Producer Representative

Berwyn Financial

Producer Firm

Berwyn, IL

Producer Address

Producer Phone & FAX Numbers

Producer Email Address

332481388

Tax I.D. No.

Signature of Authorized Purchaser

Print Name

Title

Date

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

IL GEN ASO BPA (Rev. 06/22) Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

PROXY

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members is scheduled to be held each year in the HCSC corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice provided to the member not less than thirty (30) nor more than sixty (60) days prior to such meetings. This proxy shall remain in effect until either revoked in writing by the undersigned at least twenty (20) days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

From time to time, HCSC pays indemnification or advances expenses to its directors, officers, employees or agents consistent with HCSC's bylaws then in force and as otherwise required by applicable law.

Group No.: P19208, P69998, P69999 By: _____
→ Print Signer's Name Here
→ _____
→ Signature and Title

Group Name: Town of Cicero

Address: 4949 W. Cermak Road

City: Cicero State: IL ZIP: 60804-2461

Dated this _____ day of _____
Month Year

Proprietary and Confidential Information of Claim Administrator
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

HCSC GEN ASO Traditional PBM Fee Addendum 6.19

Term:

01/01/2023-12/31/2023

689

AWP minus: 19.15%

Additional Provisions:

Aggregate Specialty Discount

Pricing based on Employer's use of the Prime Specialty network

Employer will be billed for retail brand and retail generic prescriptions, mail brand and mail generic prescriptions, ESN brand and ESN generic, and Specialty pharmacy claims (excluding compound prescriptions) based on the lesser of (a) U&C or (b) PBM's adjudication rate schedule(s) that is/are intended to achieve, on an aggregate calendar-year basis, the AWP discounts and Dispensing Fees shown above for all of Claim Administrator's group customers that have purchased the above specific pricing arrangement (Groups with the Pricing Arrangement) and use the above Network (the Employer's Contract Rates).

PBM Administration Fees PEPM:**PEPM Rebate Credits to Employer:****DISPENSING FEE:**

\$0.00

Rebate Credits to Employer:**Employer Administration Fees:**

(\$149.24)

Employer acknowledges and agrees that Employer's Contract Rates may vary based on market influences and as necessary to achieve the AWP discounts and Dispensing Fees shown above, on an aggregate calendar year basis, for Groups with the Pricing Arrangement that use the above Network. However, such variation for Brand products in each of the Retail, Mail, and ESN categories (on an aggregate annual basis) may only vary by +/-3% from the applicable AWP discount shown above.

Employer will be billed the above Dispensing Fee (such Fee may be included in the amount billed to Employer) unless the Employer is billed based on the U&C price. If the Employer is billed based on the U&C price, then the Dispensing Fee is included in such U&C price.

Employer will be billed for Compound Drug claims based on the applicable discounted rate in the Network Contract.

22.25%

84.90%

AWP minus**AWP minus****DISPENSING FEE:**

\$0.00

\$0.00

For purposes of setting Employer's Contract Rates and calculating whether the AWP discounts and Dispensing Fees have been achieved:

a. Brand drugs are defined as all drugs that have a Medi-Span multisource code field equal to M, N, or O.

b. Generic drugs are defined as all drugs available in sufficient supply that have a Medi-Span multisource code field equal to Y.

82.00%

82.50%

18.95%

\$0.75

\$0.75

23.25%

PBM Fee Schedule Addendum to the Benefit Program

Application

Guaranteed Traditional Aggregate Pricing Arrangement CA^{1*}

RETAIL

Brand

Generic

Town of Cicero**Employees:****AWP minus**

AWP minus

Traditional Select Network and Basic Drug List

Brand

Generic

DISPENSING FEE

Brand

Generic

MAIL

Brand

Generic

AWP minus

AWP minus

DISPENSING FEE:

\$0.00

EXTENDED SUPPLY NETWORK ("ESN") (If Applicable)

- First, the total aggregate shortfall dollar amount for the calendar year for Groups with the Pricing Arrangement that use the above Network will be calculated by comparing the actual performance of each of the above categories (Retail, Mail, ESN, and Specialty) with the corresponding AWP discounts and Dispensing Fees shown above for each category. The amount of any performance in any category that exceeds the above AWP discounts and Dispensing Fees will be used to offset any and all shortfall(s) in any or all categories. The above aggregate shortfall, if any, is then divided by total claims for Groups with the Pricing Arrangement that use the above Network, and did not terminate their Addendum prior to their anniversary date, for the calendar year (Per Claim Amount). Then the Per Claim Amount will be multiplied by Employer's total claims for that calendar year to calculate the reconciliation credit. However, if Employer terminates this Addendum prior to its anniversary date and the above Guaranteed

Traditional Aggregate Pricing Arrangement is not achieved, then Employer will not be eligible to receive such credit.

If the AWP discounts and Dispensing Fees shown above are not achieved for a particular calendar year, for Groups with the Pricing Arrangement that use the above Network, then Employer will be credited,

no later than 180 days after the end of each calendar year during the Term, an amount calculated as follows:

Employer will be billed for Foreign Claims based on an amount equal to the amount billed by the pharmacy.

Employer will be billed for out-of-network claims based on the pricing set forth in the Administrative Services Agreement and/or PBM Exhibit, as applicable.

- If the AWP discounts and Dispensing Fees shown above are exceeded for Groups with the Pricing Arrangement that use the above Network, then Employer will not receive any credit, and there will not be a year-end settlement.

- For purposes of determining if a shortfall exists, claims billed to Employer based on the U&C price will be considered to have \$0.00 Dispensing Fees.

- Compound Drug claims, Foreign Claims, reversed claims, and out-of-network claims are excluded from the calculation of whether the AWP discounts and Dispensing Fees shown above have been achieved and also are excluded from the calculation of any shortfall credit for Employer.

1

Proprietary and Confidential Information

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HCSC GEN ASO Traditional PBM Fee Addendum 6.19

AWP discounts do not include savings from drug utilization review or other clinical or medical management programs.

The above Guaranteed Traditional Aggregate Pricing Arrangement, Rebate Credits and Administrative Fees may be subject to change if the Employer's claims include 340B pricing.

PBM uses Medi-Span as the pricing source to establish AWP, for purposes of calculating whether the above AWP discounts have been achieved.

- Under the Guaranteed Traditional Aggregate Pricing Arrangement any particular group customer's experience relative to the pricing guarantees will not determine its

eligibility for a credit. Group customer's eligibility for a credit is determined based on the aggregate experience of all group customers that have purchased the Pricing

Arrangement and use the above Network. As such, an individual group customer may have experience that does not meet, or exceeds, the AWP discounts and Dispensing

Fees shown above. In addition, when there is a reconciliation credit, it is allocated in a manner described above and not based on any particular group's experience (other than number of claims).

Date

Signature of Authorized Purchaser

Print Name

Title

Unless otherwise specified in this Addendum, capitalized terms used in this Addendum shall have the meanings set forth in the Administrative Services Agreement or the PBM Exhibit, as applicable.

Members' cost share is the applicable copayment, deductible, and/or coinsurance, which coinsurance is calculated based on the Employer's Contract Rate or the applicable out-of-network pricing. Zero balance logic is not employed.

In addition to the rights of the parties under the PBM Exhibit, if changes occur within the pharmacy benefit management marketplace which lead to a significant deviation from the current economic

environment, both parties agree to engage in good faith negotiations to amend this Addendum to make impact on both parties commercially reasonably economically neutral. If the parties cannot agree on

the terms of the amendment, either party shall be allowed to (a) proceed to dispute resolution, as set forth in the Administrative Services Agreement or (b) terminate this Addendum with 90 days prior

written notice to the other party. Failure to reach agreement on the amendment shall not be a breach of contract.

The above Guaranteed Traditional Aggregate Pricing Arrangement, Rebate Credits and Administrative Fees are based on the Network and Drug List shown above.

* Employer Payments to Claim Administrator for Covered Services provided by Network Participants are calculated based on the pricing terms set forth in this Addendum which shall remain in effect for the

term of this Addendum to the extent described in the Administrative Services Agreement. Such pricing may or may not equal the amounts actually paid to the Network Participants or received from drug

manufacturers (e.g., rebates), or the amounts paid or received between Claim Administrator and the PBM. As a result, the PBM or Claim Administrator may realize positive margin on prescriptions filled at

retail, mail order, ESN or specialty pharmacies or prescription drug rebates. Employer acknowledges that it has negotiated for the specific traditional pricing terms set forth in this Addendum, and that it and

its group health plan have no right to, or legal interest in, any portion of any positive margin retained by Claim Administrator or PBM and consents to Claim Administrator's and PBM's retention of all such

amounts.

AWP discounts are based on the actual NDC-11 dispensed.

2

Proprietary and Confidential Information

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except with written permission of Claim Administrator

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN INVOICE FROM THE COOK COUNTY SHERIFF'S POLICE TRAINING ACADEMY FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the "Town") was created by a charter enacted by the Illinois General Assembly (the "Charter"); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Cicero Police Department (the "Department") is responsible for protecting the safety of Town residents and visitors; and

WHEREAS, the Department requires its officers to receive appropriate training in order to perform their duties; and

WHEREAS, the Department recognizes the need to hire five (5) additional police officers for the Town (the "Candidates"); and

WHEREAS, the Department has secured spots for the Candidates with the Cook County Sheriff's Police Academy (the "Academy") for training; and

WHEREAS, the Academy has provided an invoice (the "Invoice") for tuition for Candidate training, which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) deem it advisable and necessary for the operation of the Department and the health, safety, and welfare of the residents of the Town to approve the Invoice from the Academy; and

WHEREAS, the President is authorized to enter into and the Town Attorney (the “Attorney”) is authorized to revise agreements for the Town making such insertions, omissions, and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

ARTICLE I. IN GENERAL

Section 1.0 Findings.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section 2.0 Purpose.

The purpose of this Resolution is to approve the Invoice from the Academy for the tuition fees for the Candidates and to further authorize the President or his designee to take all steps necessary in accordance with this Resolution and to ratify any steps taken to effectuate those goals.

ARTICLE II. AUTHORIZATION

Section 3.0 Authorization.

The Town Board hereby accepts, authorizes, and approves the Invoice and ratifies

any and all previous actions taken to effectuate the intent of this Resolution. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

Section 4.0 Headings.

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 5.0 Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 6.0 Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 7.0 Publication.

A full, true, and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

Section 8.0 Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				

APPROVED by the President on _____, 2022

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

EXHIBIT A

TOWN OF CICERO

4949 W. CERMAK ROAD

CICERO, ILLINOIS 60804

00.58261
PURCHASE REQUEST
29528

TO: Cook County Sheriff's Police Training Academy DATE: 9/8, 2022
Robert Collins Building Rm 308
2000 5th Ave
River Grove, IL 60171
DEPARTMENT: Police Dept
ACCOUNT NO: 100-16-03005

QUANTITY	CAT NO.	DESCRIPTION	PRICE	TOTAL
		Recruit tuition fee		\$16,250 ⁰⁰
		Inv# 22-4-5		
		v# 11166		
				\$16,250 ⁰⁰

PLEASE NOTE:
THIS IS A REQUEST, NOT A PURCHASE ORDER.

WHITE - CLERK'S COPY YELLOW - DEPT. HEAD'S COPY

HEAD OF DEPARTMENT

Cook County Sheriff's Police Training Academy
2000 5th Avenue
River Grove, IL 60171

Phone: (708) 974-5605
Email: Tamara.Korenman@ccsheriff.org

Invoice

Invoice # 22-4-5
Date: September 8 2022

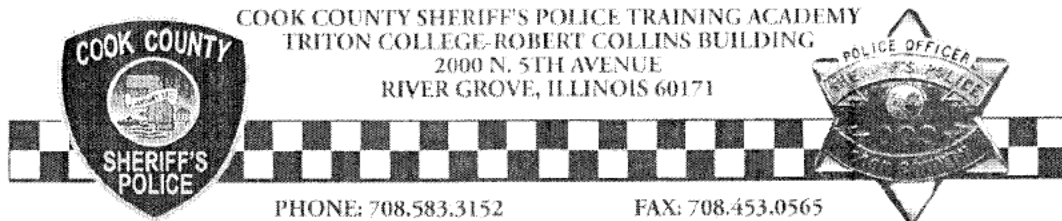
To:
Superintendent Jerry Chlada Jr.
Cicero Police Department
4901 W. Cermak Rd.
Cicero, IL 60804

For:
Recruit Tuition Fee

RECRUIT	AMOUNT
DIAZ, ANTONIO	\$ 3,250.00
GONZALEZ, ERICK F.	\$ 3,250.00
MARTINEZ, NICHOLAS R	\$ 3,250.00
MORENO, ADRIAN	\$ 3,250.00
QUIROGA, ANTHONY	\$ 3,250.00
TOTAL:	16,250.00

Please make check for Tuition payable to:

Cook County Sheriff's Police Training Academy
Robert Collins Building Room 308
2000 5th Avenue
River Grove, IL. 60171



September 8, 2022

Superintendent Jerry Chlada Jr.
Cicero Police Department
4901 W. Cermak Rd.
Cicero, IL 60804

RE: Law Enforcement Training Candidate(s)

Dear Superintendent:

Please be advised the following Law Enforcement Training Candidates are currently attending the Cook County Sheriff's Police Academy, Class # 22-4, which started on August 29, 2022:

DIAZ, ANTONIO
GONZALEZ, ERICK F.
MARTINEZ, NICHOLAS R
MORENO, ADRIAN
QUIROGA, ANTHONY

Included invoice is for the Tuition fee of \$3,250.00 per candidate. The check should be made payable to the Cook County Sheriff's Police Academy.

All tuition and fees must be paid prior to the State Exam which is scheduled for December 14, 2022, or your candidate(s) will not be able to take the exam.

Your continued support of the Cook County Sheriff's Police Academy and compliance with policies and procedures is greatly appreciated.

If you have any questions, you may contact my office at (708) 583-3152.

Sincerely,

Sgt. [REDACTED]

Luis Domenech, Sergeant
Cook County Sheriff's Police Academy



Maria Punzo-Arias
Clerk, Town of Cicero
4949 W. Cermak Rd.
Cicero, IL. 60804

Subj: Cook County Sheriff's Police Academy Invoice # 22-4-5

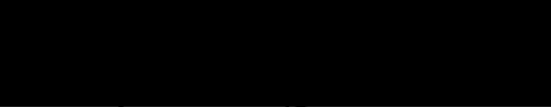
Madam Clerk,

04 Oct. 22

Attached you will find an invoice from the Cook County Sheriff's Police Academy in the amount of \$16,250.00. This invoice is for the basic police training of five (5) police recruits (Antonio Diaz, Erick F. Gonzalez, Nicholas R. Martinez, Adrian Moreno, and Anthony Quiroga) that are currently enrolled in the Cook County Sheriff's Police Academy. The fee for each recruit is \$3,250.00.

As you are aware, The Illinois Law Enforcement Training and Standards Board provides reimbursement to municipalities for the successful training of all police recruits within the State of Illinois. This office will file for reimbursement from the State Training Board (ILETSB) upon the officers' completion of training. The CCSP Department Training Academy requires upfront payment upon entry into the training academy.

Respectfully,


Thomas P. Boyle
Superintendent of Police
Cicero Police Department

4901 West Cermak
Cicero, IL 60804
708-652-2130 Ext 370

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING, APPROVING, AND RATIFYING AN INVOICE FROM GEM BUSINESS FORMS, INC. FOR GOODS PROVIDED TO THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, in order to enforce the Town’s rules and ordinances, various Town employees require ticket books and other printed forms (the “Goods”); and

WHEREAS, GEM Business Forms, Inc. (“GEM”) has provided the Town with a certain Invoice (the “Invoice”), attached hereto and incorporated herein as Exhibit A, for the Goods that were provided to the Town; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board”, and with the President, the “Corporate Authorities”) find that the Goods are necessary for the efficient operation of the Town and its various departments; and

WHEREAS, the Corporate Authorities have determined that it is necessary and in the best interests of the Town to approve and ratify the payment of the Invoice;

NOW, THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section 2.0 Purpose.

The purpose of this Resolution is to authorize, approve, and ratify the payment of the Invoice, to further authorize the President or his designee to take all steps necessary in accordance with this Resolution and to ratify any steps taken to effectuate those goals.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The Town Board hereby authorizes, approves, and ratifies the payment of the Invoice and ratifies any and all previous actions taken to effectuate the intent of this Resolution. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Goods described herein, the same is hereby waived.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

Section 4.0 Headings.

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for the convenience of reference, and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 5.0 Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 6.0 Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 7.0 Publication.

A full, true, and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

Section 8.0 Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				

APPROVED by the President on _____, 2022

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN INVOICE FROM AIR ONE EQUIPMENT, INC. FOR TURNOUT GEAR PROVIDED TO THE CICERO FIRE DEPARTMENT FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to ensuring the safety and well-being of the Town residents; and

WHEREAS, Air One Equipment, Inc. (“Air One”) has provided the Town with a certain invoice (the “Invoice”), a copy of which is attached hereto and incorporated herein as Group Exhibit A, whereby Air One has provided the Town’s Fire Department (the “Fire Department”) with sixteen (16) sets of new turnout gear and related equipment (the “Equipment”) for members of the Fire Department; and

WHEREAS, the Town’s Fire Chief has recommended approval of payment of the Invoice for the Equipment; and

WHEREAS, the Corporate Authorities have determined that it is necessary and in the best interests of the Town to authorize and approve payment of the Invoice for the Equipment;

NOW, THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the President or his designee to approve payment of the Invoice for the Equipment, to further authorize the President or his designee to take all steps necessary in accordance with this Resolution and to ratify any steps taken to effectuate those goals.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The Town Board hereby authorizes and approves payment of the Invoice for the Equipment and ratifies any and all previous actions taken to effectuate the intent of this Resolution. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign

any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary. To the extent that the purchase of the Equipment is subject to competitive bidding requirements, the same is hereby waived.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

Section 4.0 Headings.

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 5.0 Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 6.0 Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 7.0 Publication.

A full, true, and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided

by the Illinois Municipal Code, as amended.

Section 8.0 Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				

APPROVED by the President on _____, 2022

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING, APPROVING, AND RATIFYING AN INVOICE FROM THE IMAGETREND, INC. FOR SERVICES PROVIDED TO THE CICERO FIRE DEPARTMENT FOR THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) are committed to the efficient operation of government; and

WHEREAS, the Cicero Fire Department (the “Department”) previously desired to acquire and utilize software from ImageTrend, Inc. (“ImageTrend”) as its Records Management System provider; and

WHEREAS, ImageTrend has provided a cloud-based application to serve as a replacement for the Firehouse Software that the Department had used since 2005; and

WHEREAS, ImageTrend previously provided the Department with a certain agreement (the “Agreement”) and quote (the “Quote”), attached hereto and incorporated

herein as Group Exhibit A, which set forth the terms, covenants, and conditions under which ImageTrend provided their software to the Town; and

WHEREAS, in a memorandum, attached hereto and incorporated herein as Group Exhibit A, the Fire Chief of the Department has requested that the Town approve the invoice (the “Invoice”), attached hereto and incorporated herein as part of Group Exhibit A, for the purchase the software (the “Software”) from ImageTrend; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to approve and ratify the Invoice and to authorize payment of the same; and

NOW, THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section 2.0 Purpose.

The purpose of this Resolution is to authorize, approve, and ratify the payment of the Invoice and to further authorize the President, or his designee, to take all steps necessary to carry out the terms and intent of this Resolution.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

That the Town Board hereby authorizes and directs the President, or his designee, to enter into and approve the Agreement and Quote in accordance with its terms, or any modification thereof, and to ratify any and all previous action consistent with the intent of this Resolution. The Town Board further authorizes the President, or his designee, to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to issue payment for the Invoice and to execute any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

Section 4.0 Headings.

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 5.0 Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and

deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 6.0 Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 7.0 Publication.

A full, true, and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

Section 8.0 Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				

APPROVED by the President on _____, 2022

 LARRY DOMINICK
 PRESIDENT

ATTEST:

 MARIA PUNZO-ARIAS
 TOWN CLERK

GROUP EXHIBIT A

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN PRESIDENT TO ENTER INTO A CERTAIN FIRST AMENDMENT TO THE REAL ESTATE SALE CONTRACT BETWEEN THE TOWN OF CICERO AND VEQUITY, LLC FOR THE SALE OF CERTAIN REAL PROPERTY LOCATED IN THE TOWN OF CICERO, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Town of Cicero (the “Town”) was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the Town (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, the Town is a home rule unit of local government as is provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as a home rule unit of local government the Town may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Town and Vequity, LLC, a Delaware limited liability company, (“Vequity”) previously entered into that certain real estate contract (the “Contract”), incorporated herein by reference, regarding the sale by the Town and the purchase by Vequity of certain property as described in the Contract and located generally at the northwest corner of Cicero Avenue and West 33rd Place within the Town of Cicero, Illinois and consisting of approximately 2.83 acres (the “Property”); and

WHEREAS, due to changing circumstances, the Town and Vequity have determined that the Contract should be amended; and

WHEREAS, the Town and Vequity now desire to amend the Contract in order to extend the end date of the inspection period to November 23, 2022; and

WHEREAS, the underlying circumstances requiring the aforesaid amendment were neither foreseen nor due to the acts or omission to act of Vequity; and

WHEREAS, in light of the foregoing, there exists a certain first amendment to the Contract (the “Amendment”), a copy of which is attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants, and conditions under which the Contract shall be amended; and

WHEREAS, the existing inspection period was extended for a period of one (1) calendar day, through and including October 25, 2022 (the “Extension”) to allow for the consideration of the Amendment by the Town President (the “President”) and the Board of Trustees of the Town (the “Town Board” and with the President, the “Corporate Authorities”) at a duly noticed Board meeting; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Town and its residents to approve, execute, and enter into an agreement with terms substantially the same as the terms of the Amendment and to ratify the Extension; and

WHEREAS, the President is authorized to enter into and the Town Attorney (the “Attorney”) is authorized to revise agreements for the Town making such insertions, omissions, and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT RESOLVED by the President and the duly authorized Board of Trustees of the Town of Cicero, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section 2.0 Purpose.

The purpose of this Resolution is to authorize the President or his designee to enter into and approve the Amendment, to approve, authorize, and ratify the Extension, to further authorize the President or his designee to take all steps necessary to carry out the terms of the Amendment, and to ratify any steps taken to effectuate the intent of this Resolution.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The Town Board hereby authorizes and directs the President or his designee to enter into and approve the Amendment in accordance with its terms, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Town Board hereby authorizes and ratifies the Extension. The Town Board authorizes and directs the President or his designee to execute the Amendment, with such insertions, omissions, and changes as shall be approved by the President and the Attorney. The Town Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Town Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Town

Clerk is also authorized and directed to affix the Seal of the Town to such documentation as is deemed necessary.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

Section 4.0 Headings.

The headings of the articles, sections, paragraphs, and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 5.0 Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 6.0 Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 7.0 Publication.

A full, true, and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Town as provided by the Illinois Municipal Code, as amended.

Section 8.0 Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Viruso				
Cundari				
Reitz				
Garcia				
Porod				
Cava				
Vargas				
(President Dominick)				
TOTAL				

APPROVED by the President on _____, 2022

LARRY DOMINICK
PRESIDENT

ATTEST:

MARIA PUNZO-ARIAS
TOWN CLERK

EXHIBIT A

**BOARD OF TRUSTEES
OF
TOWN OF CICERO
2023
SCHEDULE OF MEETINGS**

During the Calendar Year 2023, Regular Meetings of the Cicero Board of Trustees will be held in the Court/Board Room on the 2nd Tuesday of each month at 10:00 A.M. and the 4th Tuesday of each month at 10:00 A.M.

List of Meetings by Date

DATE	TIME	DATE	TIME
January 10	10:00 A.M.	July 11	10:00 A.M.
January 24	10:00 A.M.	July 25	10:00 A.M.
February 14	10:00 A.M.	August 8	10:00 A.M.
Monday, February 27	10:00 A.M.	August 22	10:00 A.M.
March 14	10:00 A.M.	September 12	10:00 A.M.
March 28	10:00 A.M.	September 26	10:00 A.M.
April 11	10:00 A.M.	October 10	10:00 A.M.
April 25	10:00 A.M.	October 24	10:00 A.M.
May 9	10:00 A.M.	November 14	10:00 A.M.
May 23	10:00 A.M.	November 28	10:00 A.M.
June 13	10:00 A.M.	December 12	10:00 A.M.
June 27	10:00 A.M.	December 26	10:00 A.M.

**BOARD OF TRUSTEES
OF
TOWN OF CICERO
2022
SCHEDULE OF MEETINGS**

During the Calendar Year 2022, Regular Meetings of the Cicero Board of Trustees will be held in the Court/Board Room on the 2nd Tuesday of each month at 10:00 A.M. and the 4th Tuesday of each month at 10:00 A.M.

List of Meetings by Date

DATE	TIME	DATE	TIME
January 11	10:00 A.M.	July 12	10:00 A.M.
January 25	10:00 A.M.	July 26	10:00 A.M.
February 8	10:00 A.M.	August 9	10:00 A.M.
February 22	10:00 A.M.	August 23	10:00 A.M.
March 8	10:00 A.M.	September 13	10:00 A.M.
March 22	10:00 A.M.	September 27	10:00 A.M.
April 12	10:00 A.M.	October 11	10:00 A.M.
April 26	10:00 A.M.	October 25	10:00 A.M.
May 10	10:00 A.M.	November 8	10:00 A.M.
May 24	10:00 A.M.	November 22	10:00 A.M.
June 14	10:00 A.M.	December 13	10:00 A.M.
June 28	10:00 A.M.	December 27	CANCELLED

October 17, 2022

Hon. President and Board of Trustees
Town of Cicero
4949 West Cermak Road
Cicero, IL 60804

Re: **Safety Town Park Improvements**
CDBG Project #2021-0013-890

Mesdames and Gentlemen:

Enclosed is the "Tabulation of Bids" for the bids that were received and opened for the above-captioned project at 10:00 a.m. on September 29, 2022. Only one bid was received and reviewed for accuracy, with no computational errors being found.

The bid received was submitted by MYS, Inc. in the amount of \$493,835.00 which was \$61,805.00 (or 14.31%) above the Engineer's Estimate of \$432,030.00. Their bid submittal also included the required CDBG MBE/WBE Utilization Plan and Certification submittals.

As this bid amount was found to be unacceptable, we reviewed the itemized bid unit prices with the Contractor and have negotiated revised contract costs based on a value engineering review and confirmation of the proposed scope of work with the Contractor, resulting in a cost savings of \$46,650.00 for a proposed negotiated contract award cost of \$447,185.00. A summary of the proposed negotiated contract item unit prices and total contract cost is attached.

MYS, Inc. is qualified to perform the work on this project. Therefore, we recommend awarding a Contract to **MYS, Inc. 12416 S Harlem Avenue, Palos Heights, IL 60463** in the amount of **\$447,185.00**, based on the negotiated unit prices submitted in their revised Proposal.

Notes:

1. This project was re-bid due to receipt of non-responsive bids at the initial bid opening. Both contractors that submitted bids at the initial bid opening chose not to submit a proposal for this re-bid.
2. This proposed park improvement project will include the reconstruction of the west playground in the Safety Town Park area with the installation of new playground elements targeting use by 2–5-year-old age group, and the installation of two new playground elements in the larger park area targeting use by a 5–12-year-old age group. Please see the attached exhibits for more information regarding this park improvement project.

Sincerely,



Timothy P. Geary, P.E.

Enclosure

cc: Ms. Maria Punzo-Arias, Clerk, w/Enc.
Mr. Tom Tomschin, Executive Director – Housing Department, w/Encl.
Mr. Jose Alanis, Grant Administrator, w/Encl.
Mr. Michael Del Galdo, Esq., Town Attorney, w/Enc.
File No. 22037

NEGOTIATED CONTRACT COST

OWNER: TOWN OF CICERO
PROJECT DESCRIPTION: SAFETY TOWN PARK IMPROVEMENTS
DATE: 10/17/2022

Item No	Description	Unit	Total Quantity	BID		NEGOTIATED	
				Unit Price	Amount	Unit Price	Amount
1	Site Excavation and Grading	L SUM	1	\$ 35,000.00	\$ 35,000.00	\$ 30,000.00	\$ 30,000.00
2	Sidewalk Removal	SQ FT	1480	3.00	4,440.00	3.00	4,440.00
3	Water Spray Pad Removal	SQ FT	810	7.50	6,075.00	7.50	6,075.00
4	Playground Equipment Removal - Complete	L SUM	1	5,000.00	5,000.00	5,000.00	5,000.00
5	Portland Cement Concrete Sidewalk, 6"	SQ FT	540	17.50	9,450.00	17.50	9,450.00
6	Portland Cement Concrete Sidewalk, Special	SQ FT	1640	17.50	28,700.00	17.50	28,700.00
7	Subbase Granular Materials, Type B	TON	60	55.00	3,300.00	55.00	3,300.00
8	Curing Membrane and Protective Coat	SQ FT	2180	0.75	1,635.00	0.75	1,635.00
9	Playground Aggregate Base Course, CA-7	TON	140	75.00	10,500.00	75.00	10,500.00
10	Geotechnical Filter Fabric	SQ YD	590	4.00	2,360.00	4.00	2,360.00
11	Trash Receptacle Removal	EACH	1	250.00	250.00	250.00	250.00
12	Trash Receptacle	EACH	1	1,500.00	1,500.00	1,500.00	1,500.00
13	Park Bench Removal	EACH	1	500.00	500.00	500.00	500.00
14	Park Bench - Removal and Reinstallation	EACH	3	1,500.00	4,500.00	1,500.00	4,500.00
15	Playground Surface Furnish and Place	CU YD	270	75.00	20,250.00	75.00	20,250.00
16	Modular Concrete Block Retaining Wall Removal	FOOT	310	12.50	3,875.00	12.50	3,875.00
17	Modular Concrete Block Retaining Wall Reinstallation	FOOT	50	150.00	7,500.00	150.00	7,500.00
18	Water Spray Pad Element Removal	L SUM	1	5,000.00	5,000.00	5,000.00	5,000.00
19	Park Table (3-Seat)	EACH	1	3,000.00	3,000.00	3,000.00	3,000.00
20	Park Table (4-Seat)	EACH	1	3,000.00	3,000.00	3,000.00	3,000.00
21	Tree Removal	L SUM	1	5,000.00	5,000.00	5,000.00	5,000.00
22	Valve Vault to be Filled	EACH	1	1,000.00	1,000.00	1,000.00	1,000.00
23	Catch Basin to be Adjusted (Special)	EACH	1	1,750.00	1,750.00	1,750.00	1,750.00
24	Underdrain Pipe, Corrugated PE, 4"	FOOT	30	50.00	1,500.00	25.00	750.00
25	Underdrain Pipe Connection to Existing Catch Basin	EACH	1	1,250.00	1,250.00	1,250.00	1,250.00
26	Porous Granular Backfill, CA-7	CU YD	2	200.00	400.00	200.00	400.00
27	Playground Equipment Site - Age 2 -5 Years	L SUM	1	100,000.00	100,000.00	90,660.00	90,660.00
28	Playground Equipment Site - Age 5-12 Years	L SUM	1	150,000.00	150,000.00	135,990.00	135,990.00
29	Light Pole Removal	EACH	2	750.00	1,500.00	750.00	1,500.00
30	Park Light Pole - Complete	EACH	3	6,500.00	19,500.00	5,850.00	17,550.00
31	Park Light Pole - Luminaire	EACH	1	1,000.00	1,000.00	1,000.00	1,000.00
32	Park Lighting Electrical Cable Installation	FOOT	180	55.00	9,900.00	35.00	6,300.00
33	Safety Town Roadway Sign Removal and Reinstallation	EACH	4	350.00	1,400.00	350.00	1,400.00
34	Inlet Filters	EACH	1	300.00	300.00	300.00	300.00
35	Restoration	SQ YD	150	40.00	6,000.00	40.00	6,000.00
36	Landscape Planting Areas	L SUM	1	12,500.00	12,500.00	12,500.00	12,500.00
37	Irrigation System Repair	FOOT	200	42.50	8,500.00	42.50	8,500.00
38	Construction Entrance - Complete	L SUM	1	5,000.00	5,000.00	3,000.00	3,000.00
39	Contingency	L SUM	1	10,000.00	10,000.00	-	-
40	Insurance Provisions - Complete	L SUM	1	1,500.00	1,500.00	1,500.00	1,500.00
TOTAL PROJECT COSTS:					\$ 493,835.00		\$ 447,185.00

MYS, Inc

Approved By: Curt J. Inick, President

Date: 10/18/2020

TABULATION OF BIDS

OWNER: Town of Cicero
PROJECT DESCRIPTION: Safety Town Park Improvements
 CDBG Project #2021-0013-890
BID OPENING: September 29, 2022 @ 10:00am

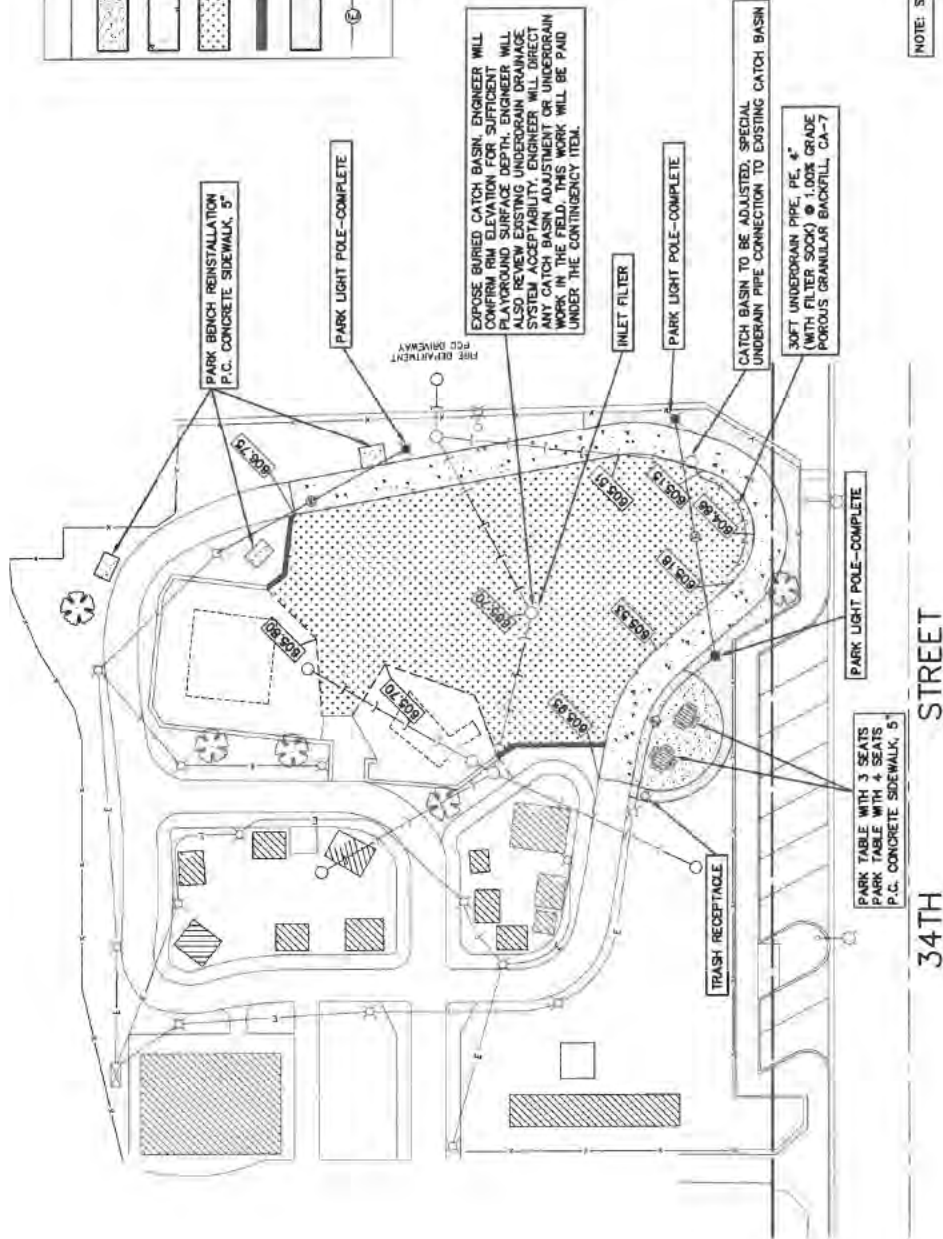
PROJECT NO : 22037

				Engineer's Estimate		MYS, Inc. 12416 S Harlem Avenue Palos Heights, IL 60463 Bid Bond 5%	
Item No	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount
1	Site Excavation and Grading	L SUM	1	\$ 40,000.00	\$ 40,000.00	\$ 35,000.00	\$ 35,000.00
2	Sidewalk Removal	SQ FT	1480	5.00	7,400.00	3.00	4,440.00
3	Water Spray Pad Removal	SQ FT	810	5.00	4,050.00	7.50	6,075.00
4	Playground Equipment Removal - Complete	L SUM	1	2,000.00	2,000.00	5,000.00	5,000.00
5	Portland Cement Concrete Sidewalk, 6"	SQ FT	540	15.00	8,100.00	17.50	9,450.00
6	Portland Cement Concrete Sidewalk, Special	SQ FT	1640	15.00	24,600.00	17.50	28,700.00
7	Subbase Granular Materials, Type B	TON	60	50.00	3,000.00	55.00	3,300.00
8	Curing Membrane and Protective Coat	SQ FT	2180	0.50	1,090.00	0.75	1,635.00
9	Playground Aggregate Base Course, CA-7	TON	140	60.00	8,400.00	75.00	10,500.00
10	Geotechnical Filter Fabric	SQ YD	590	6.00	3,540.00	4.00	2,360.00
11	Trash Receptacle Removal	EACH	1	500.00	500.00	250.00	250.00
12	Trash Receptacle	EACH	1	1,500.00	1,500.00	1,500.00	1,500.00
13	Park Bench Removal	EACH	1	500.00	500.00	500.00	500.00
14	Park Bench - Removal and Reinstallation	EACH	3	1,800.00	5,400.00	1,500.00	4,500.00
15	Playground Surface Furnish and Place	CU YD	270	65.00	17,550.00	75.00	20,250.00
16	Modular Concrete Block Retaining Wall Removal	FOOT	310	20.00	6,200.00	12.50	3,875.00
17	Modular Concrete Block Retaining Wall Reinstallation	FOOT	50	110.00	5,500.00	150.00	7,500.00
18	Water Spray Pad Element Removal	L SUM	1	3,500.00	3,500.00	5,000.00	5,000.00
19	Park Table (3-Seat)	EACH	1	3,000.00	3,000.00	3,000.00	3,000.00
20	Park Table (4-Seat)	EACH	1	3,000.00	3,000.00	3,000.00	3,000.00
21	Tree Removal	L SUM	1	15,000.00	15,000.00	5,000.00	5,000.00
22	Valve Vault to be Filled	EACH	1	700.00	700.00	1,000.00	1,000.00
23	Catch Basin to be Adjusted (Special)	EACH	1	1,200.00	1,200.00	1,750.00	1,750.00
24	Underdrain Pipe, Corrugated PE, 4"	FOOT	30	60.00	1,800.00	50.00	1,500.00
25	Underdrain Pipe Connection to Existing Catch Basin	EACH	1	800.00	800.00	1,250.00	1,250.00
26	Porous Granular Backfill, CA-7	CU YD	2	100.00	200.00	200.00	400.00
27	Playground Equipment Site - Age 2 -5 Years	L SUM	1	87,000.00	87,000.00	100,000.00	100,000.00
28	Playground Equipment Site - Age 5-12 Years	L SUM	1	112,000.00	112,000.00	150,000.00	150,000.00
29	Light Pole Removal	EACH	2	500.00	1,000.00	750.00	1,500.00
30	Park Light Pole - Complete	EACH	3	6,500.00	19,500.00	6,500.00	19,500.00
31	Park Light Pole - Luminaire	EACH	1	1,000.00	1,000.00	1,000.00	1,000.00
32	Park Lighting Electrical Cable Installation	FOOT	180	30.00	5,400.00	55.00	9,900.00
33	Safety Town Roadway Sign Removal and Reinstallation	EACH	4	300.00	1,200.00	350.00	1,400.00
34	Inlet Filters	EACH	1	150.00	150.00	300.00	300.00
35	Restoration	SQ YD	150	35.00	5,250.00	40.00	6,000.00
36	Landscape Planting Areas	L SUM	1	7,000.00	7,000.00	12,500.00	12,500.00
37	Irrigation System Repair	FOOT	200	35.00	7,000.00	42.50	8,500.00
38	Construction Entrance - Complete	L SUM	1	4,000.00	4,000.00	5,000.00	5,000.00
39	Contingency	L SUM	1	10,000.00	10,000.00	10,000.00	10,000.00
40	Insurance Provisions - Complete	L SUM	1	3,000.00	3,000.00	1,500.00	1,500.00
Sub-Totals:					\$ 432,030.00		\$ 493,835.00
Bid Error Corrections:							
Corrected Totals ---							\$ 493,835.00
Over / Under ----							\$ 61,805.00
Percent ----							14.31%



PROPOSED LEGEND

	PORTLAND CEMENT CONCRETE SIDEWALK, 8"
	PORTLAND CEMENT CONCRETE SIDEWALK, SPECIAL
	PLAYGROUND SURFACE FURNISH AND PLACE, 12"
	GEOTECHNICAL FILTER FABRIC, 6 OZ.
	PLAYGROUND AGGREGATE BASE COURSE, CA-7, 4"
	MODULAR CONCRETE BLOCK RETAINING WALL INSTALLATION
	LANDSCAPE PLANTING AREA (SEE PLAN SHEET 10 FOR DETAILS)
	PARK LIGHTING ELECTRICAL CABLE INSTALLATION UNIT DUCT, 2 #60xP, 1 #60xP GROUND, 600V (ALP-TYPE USE), 1"



NOTE: SEE PLAN SHEET 9 OF 9 FOR PLAYGROUND EQUIPMENT SITE: 2-5 YEARS

PROJECT NO.	22037	SCALE	1"=15'	SHEET	6
DRAWN BY	JM/TFC	DATE	JULY, 2022	OF	10
CHECKED/REVIEWED	TPG/TPG	FILED DATE		SHEETS	
PLAN:				FILE	
GRADING / SIDEWALK / DRAINAGE					
FURNISHINGS / LIGHTING					

R E V I S I O N S	
NO.	DATE

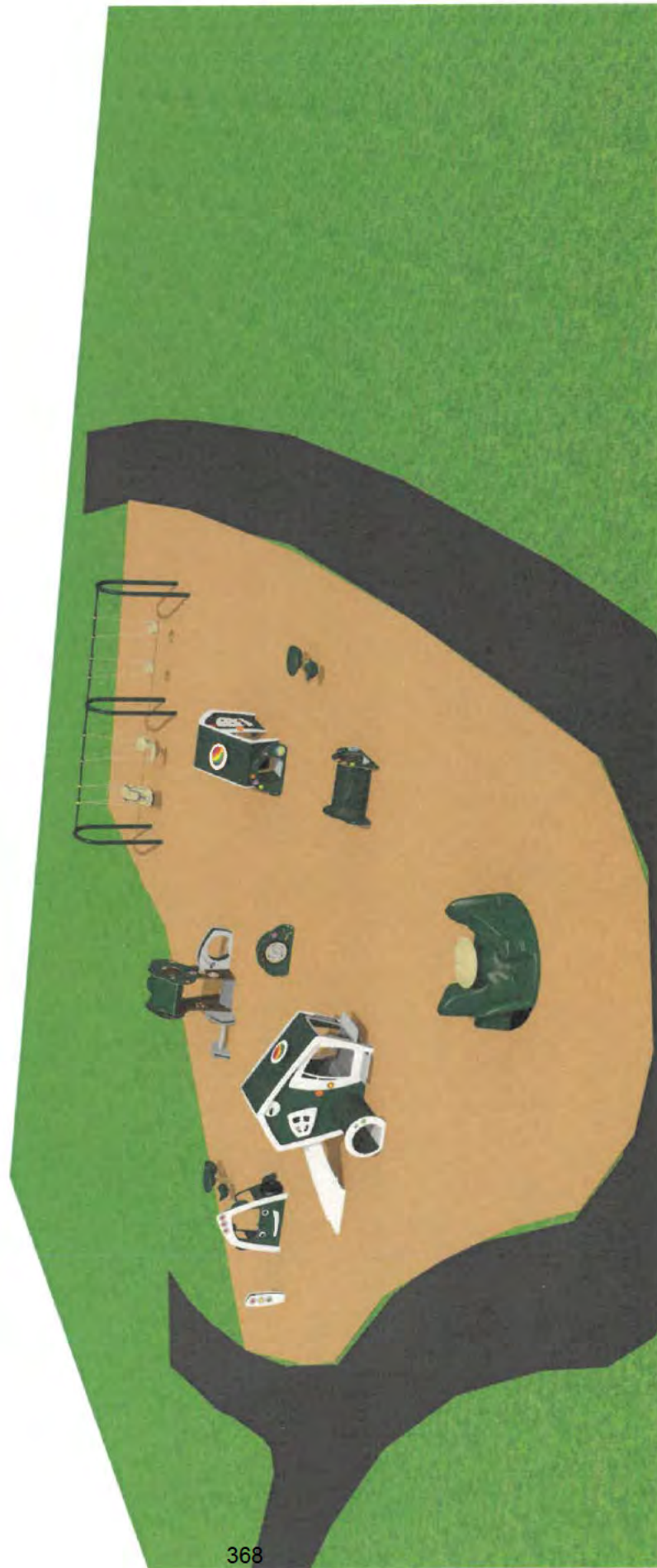
TOWN OF CICERO
SAFETY TOWN PARK IMPROVEMENTS

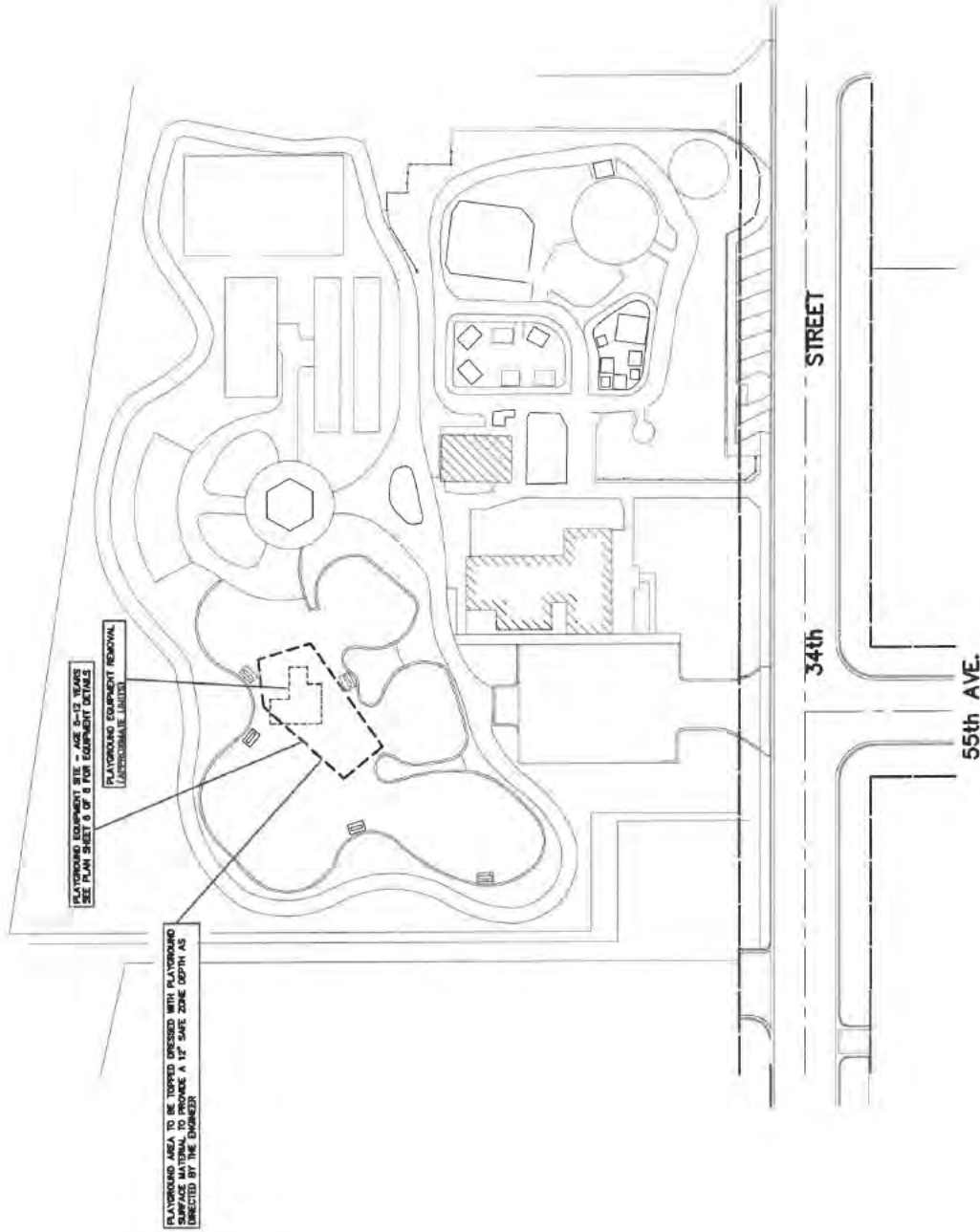
PROJECT

565 Plainfield Road, Suite A
Willowbrook, IL 60527
T: 630.887.8440
F: 630.857.0132
Illinois Professional Design Firm No. 134-09928

NOVOTNY ENGINEERING

**SAFETY TOWN PARK WEST PLAYGROUND AREA
NEW PLAYGROUND
EQUIPMENT (2-5 YEAR-OLD) RENDERING
(VIEW LOOKING NORTH)**





PROJECT NO. 22037	SCALE 1"=30'	SHEET 7
DESIGNED BY JEP/TPG	DATE JULY, 2022	OF 10
CHECKED/APPROVED TPG/TPG	FIELD BOOK NO. FILE	SHEETS

PLAYGROUND EQUIPMENT SITE -
AGE 5-12 YEARS

R E V I S I O N S	
NO.	DESCRIPTION

TOWN OF CICERO
SAFETY TOWN PARK IMPROVEMENTS

PROJECT
545 Plainfield Road, Suite A
Willowbrook, IL 60527
T: (630) 887-8660
F: (630) 887-0132

NOVOTNY
ENGINEERING

Illinois Professional Design Firm No. 184-0928

**SAFETY TOWN PARK NORTH PLAYGROUND AREA
NEW PLAYGROUND
EQUIPMENT (5-12 YEAR OLD) RENDERING
(VIEW LOOKING WEST)**

