

**NOTICE OF PUBLIC MEETING
OF THE CITY OF COTTONWOOD
ALTERNATE PENSION AND BENEFIT PLAN BOARD OF DIRECTORS**

Pursuant to A.R.S. §38-431.02 notice is hereby given to the members of the Alternate Pension and Benefit Plan Board of Directors of the City of Cottonwood and to the general public that the Alternate Pension and Benefit Plan Board of Directors of the City of Cottonwood will hold their Annual Meeting, which is open to the public on:

December 20, 2012, 11:30 A.M.
Public Safety Building Fire Department Conference Room
199 S. 6th Street
Cottonwood, Arizona

The amended agenda for the meeting is as follows:

1. CALL TO ORDER
2. ROLL CALL
3. NEW BUSINESS:
 - A. DISCUSSION ON PLAN DOCUMENT REVISIONS
 - B. ANNUAL REPORT ENDING JUNE 30, 2012
 - C. REQUEST BY FRED L. HAYMAN
4. ADJOURNMENT

A copy of the agenda for the meeting will be available at the Cottonwood City Hall, 827 North Main Street, Cottonwood, Arizona, at least twenty-four (24) hours in advance of the meeting

Dated: June 4, 2012

CITY OF COTTONWOOD



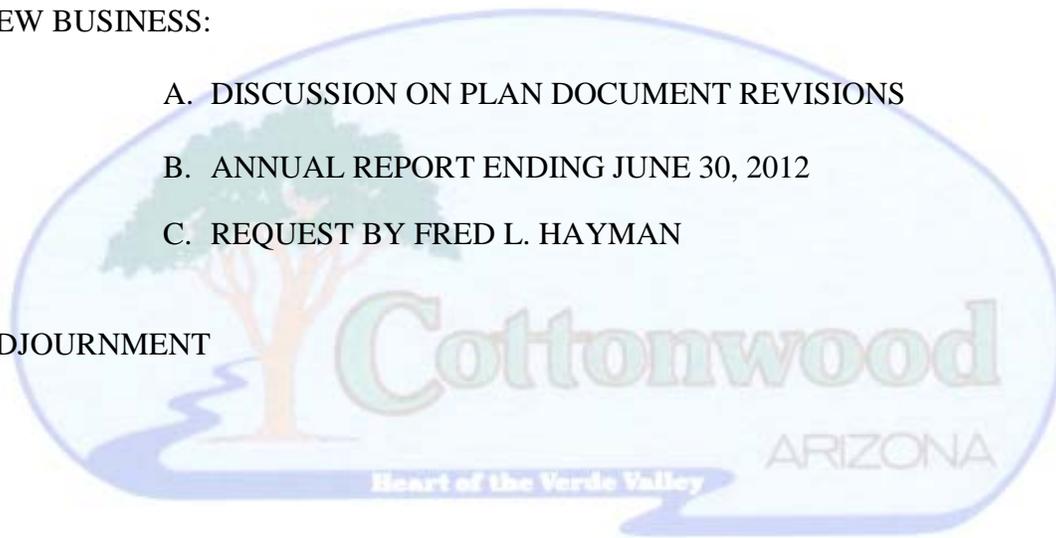
JESUS R.RODRIGUEZ, ADMINISTRATIVE SERVICES GENERAL MANAGER

AMENDED AGENDA

ANNUAL MEETING OF THE CITY OF COTTONWOOD ALTERNATE PENSION AND BENEFIT PLAN BOARD, COTTONWOOD, ARIZONA, TO BE HELD DECEMBER 20, 2012, AT 11:30 A.M. AT THE COTTONWOOD PUBLIC SAFETY BUILDING - FIRE DEPARTMENT CONFERENCE ROOM, 199 SOUTH 6TH ST., COTTONWOOD, ARIZONA.

The amended agenda for the meeting is as follows:

1. CALL TO ORDER
2. ROLL CALL
3. NEW BUSINESS:
 - A. DISCUSSION ON PLAN DOCUMENT REVISIONS
 - B. ANNUAL REPORT ENDING JUNE 30, 2012
 - C. REQUEST BY FRED L. HAYMAN
4. ADJOURNMENT



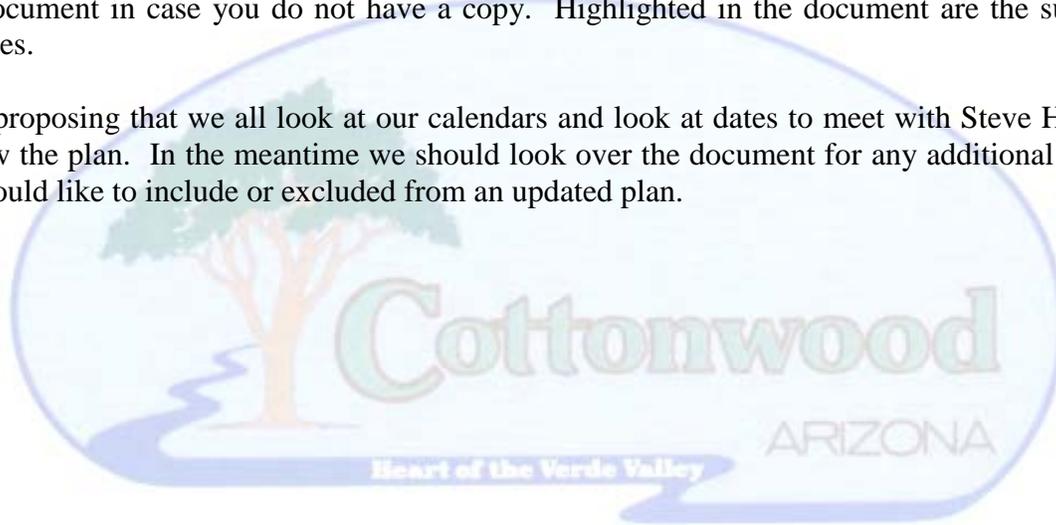
To: Alternate Pension & Benefits Fund Board Members December 20, 2012
From: Rudy Rodriguez, Administrative Services General Manager & Board Secretary
Subject: Discussion of Plan Document Revisions

Last we met we talked about some changes to the plan and how to deal with the point system in the document. Since that time I have met with Steve Horton about the document and he has some concerns.

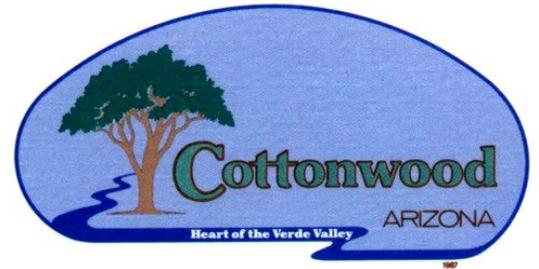
Some of those concerns are that some of the statutes may have changes and that the document is very outdated and he would like to meet with the board at some point and assist in revamping the entire document.

I did, however, get his approval on changing the point system as of July 1, 2012. I have attached the document in case you do not have a copy. Highlighted in the document are the suggested changes.

I am proposing that we all look at our calendars and look at dates to meet with Steve Horton to review the plan. In the meantime we should look over the document for any additional changes we would like to include or excluded from an updated plan.



CITY OF COTTONWOOD



FIRE DEPARTMENT ALTERNATE PENSION & BENEFIT PLAN



(REVISED JULY 01, 2012)

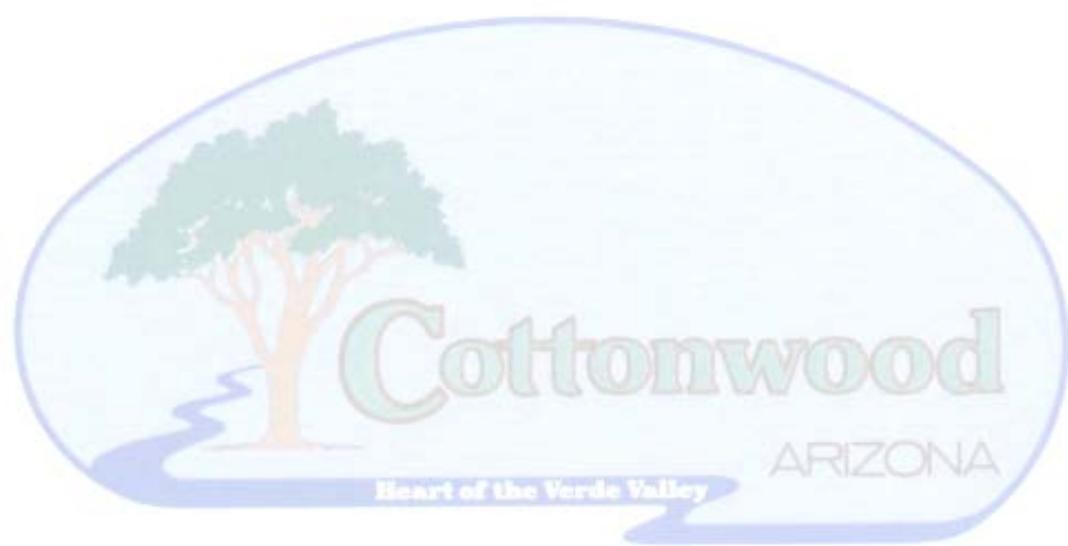


TABLE OF CONTENTS

INTRODUCTION		1
ARTICLE I	DEFINTIONS	2
ARTICLE II	FIREFIGHTER PARTICIPATION	4
ARTICLE III	SPONSOR CONTRIBUTIONS AND FORFEITURES	4
ARTICLE IV	PARTICIPANT CONTRIBUTIONS	6
ARTICLE V	TERMINATION OF SERVICE PARTICIPANT VEST	7
ARTICLE VI	PAYMENT OF BENEFITS	9
ARITCLE VII	ADMINISTRATIVE PROVISIONS	12
ARTICLE VIII	PARTICIPANT ADMINISTRATION PROVISIONS	13
ARTICLE IX	BOARD OF TRUSTEES	16
ARTICLE X	MISCELLANEOUS	24
ARTICLE XI	EXCLUSIVE BENEFIT, AMENDMENT, TERMINATION	26

COTTONWOOD FIRE DEPARTMENT
ALTERNATE PENSION & BENEFIT PLAN

COTTONWOOD FIRE DEPARTMENT, organized under the laws of the State of Arizona, makes this Agreement with the Board of Trustees of Cottonwood Fire Department Alternate Pension and Benefit Plan.

W I T N E S S E T H

Through this Agreement, Cottonwood Fire Department amends the Plan for the administration and distribution of contributions made by the Sponsor to provide retirement benefits for eligible Volunteer Firefighters. The Sponsor and the Board of Trustees enter into this Agreement to provide an alternative pension and benefit plan for the Firefighters pursuant to Arizona Revised Statutes § 9-981. Before this Plan was established, the Firefighters participated in a pension and benefit plan established by Arizona Revised Statutes § 9-951 et seq.

In consideration of their mutual covenants, the Sponsor and Board of Trustees agree as follows:

ARTICLE I - DEFINITIONS

- 1.1 "Account" means the separate accounts, which the Board of Trustees shall maintain for a Participant under the Plan.
- 1.2 "Account Balance" means the amount standing in a Participant's Account as of any date derived from both Sponsor contributions and Firefighter contributions.
- 1.3 "Accounting Date" shall be the last day of the Plan Year. The Board of Trustees shall make all Plan allocations for a particular Plan Year as of the Accounting Date of that Plan Year.
- 1.4 "Article 4 Plan" means this alternate pension and benefit plan created by authority of Arizona Revised Statutes § 9-981.
- 1.5 "Beneficiary" means a person designated by a Participant who is or may become entitled to a benefit under the Plan as provided in Section 8.1.
- 1.6 "Board of Trustees" means the Board of Trustees established by Section 9.1 of this Agreement and required by Arizona Revised Statutes § 9-954.
- 1.7 "City Council" means the Cottonwood City Council.
- 1.8 The "Effective Date" of the original Plan was July 1, 1991.
- 1.9 The "Effective Date" of the amended Plan is July 1, 2005.
- 1.10 "Fire Department" means the Cottonwood Fire Department.
- 1.11 "Firefighter" means a non-fulltime Cottonwood Firefighter or any designee made by the Fire Chief.
- 1.12 "Fund Assets" means all property of every kind (other than incidental benefit insurance contracts) held or acquired by the Board of Trustees under this Agreement.
- 1.13 "Participant" means any Firefighter or any designee made by the Fire Chief, who is eligible to be and becomes a Participant in accord with the provisions of Section 2.1 of this Agreement.
- 1.14 "Plan" means the retirement plan established by the Sponsor in the form of this Agreement, designated as the Cottonwood Fire Department Alternate Pension and Benefit Plan.
- 1.15 "Plan Entry Date" means the Effective Date and every July 1st and January 1st after the Effective Date.

- 1.16 "Plan Year" means the fiscal year of the Plan, a period of 12 consecutive months ending every June 30th.
- 1.17 "Retirement" means termination of service after Normal Retirement Age, as that term is defined in Section 5.1.
- 1.18 "Service" means any period of time the Firefighter is a participating member of the Cottonwood Fire Department.
- 1.19 "Sponsor" means the City of Cottonwood.
- 1.20 "Suspense Account" means a discretionary account that the Board of Trustees may establish for future funding of the Plan, as detailed in Section 3.4.

ARTICLE II - FIREFIGHTER PARTICIPATION

2.1 ELIGIBILITY

- a. Upon appointment as a part-time or volunteer firefighter of Cottonwood Fire Department, the firefighter becomes a participant of the Plan and immediately begins to accumulate points.
- b. Pursuant to Arizona Revised Statutes § 9-981(B), a former Firefighter may elect in writing to become a Participant in the Plan if individual was a Participant in the Article 3 Plan on the Effective Date.

2.2 YEARS OF SERVICE - PARTICIPATION. For purposes of participation under Section 2.1, the Plan shall take into account all of a Firefighter's Years of Service with the Sponsor, including the Years of Service before the Effective Date of the Plan.

2.3 PARTICIPATION AFTER BREAK IN SERVICE. A Firefighter shall become a Participant in the Plan immediately after a break in Service if individual has satisfied the eligibility conditions of Section 2.1 but has terminated his Service before becoming a Participant. Any other Firefighter who rejoins the Department after a break in Service shall become a Participant under the provisions of Sections 2.1 and 2.2.

ARTICLE III - SPONSOR CONTRIBUTIONS AND FORFEITURES

3.1 AMOUNT OF CONTRIBUTION. For each Plan Year, the Sponsor shall make a contribution to the Plan in an amount determined by the premium tax remitted to the Sponsor from the State of Arizona pursuant to Arizona Revised Statutes § 9-952.

3.2 TIMES AND PAYMENT OF CONTRIBUTION. The Sponsor may pay its contribution for each Plan Year in one or more installments. The Sponsor shall not be obligated to pay interest on the installment payments.

3.3 ALLOCATION OF CONTRIBUTION.

- a. The Board of Trustees shall establish and maintain an account in the name of each Participant. As of each Accounting Date, the Board of Trustees shall credit all amounts allocated to the account of each Participant in the manner discussed below.
- b. The Sponsor shall provide the Board of Trustees with all information the Board of Trustees requires making a proper allocation of the Sponsor's contribution for each Plan Year. Within 45 days after receiving the information, the board of Trustees shall calculate each Participant's proportionate share of the contribution (and forfeiture) by determining the Participant's percentage of the total points

awarded per year pursuant to the following formula.

(Participant's Total Points / Total Points All Participants) X (Sponsor's Annual Contribution & Forfeitures) = Participant's Share. The Sponsor will contribute no more than \$5,000 to any participant in any given plan year.

For the purposes of this paragraph, points shall be allocated as follows:

- i. 1 point per shift coverage hour (Part-timers max out at 288 annual hours, volunteers continue to accumulate, no max.)
 - ii. 3 points per incident coverage hours for part-time firefighters
 - iii. 6 points per incident coverage hours for volunteer firefighters
 - iv. 2 points per project activity hours for part-time firefighters
 - v. 4 points per project activity hours for volunteer firefighters
 - vi. Education and Certificate points
 - a. 10 points for Red Card
 - b. 25 points for current Paramedic
 - c. 5 points per Special Operations Tech level
 - d. 10 points for an Associate's Degree related to fire service
 - e. 20 points for a Bachelor's Degree related to fire service
 - f. 30 points for a Master's Degree related to fire service
- c. The Sponsor shall maintain records indicating a Firefighter's entitlement to points under the above system. The records of the Sponsor shall be conclusive to establish entitlement to points. A Participant must receive at least 288 points per year to receive a contribution from the Sponsor.
- d. The Board based on the formula in 3.3b will calculate the amount of distribution for all those firefighters not accumulating 288 points in a year, and will place it in a suspense account rather than distribute to any members.
- e. The Board at their sole discretion will authorize any and all distributions from this suspense account.

3.4 ALLOCATION FOR PRIOR SERVICE. The monies held as part of the Article 3 Plan may be transferred into the Article 4 Plan. The Board of Trustees shall determine the amount to be transferred to the Article 4 Plan. The Board of Trustees may allocate all or any portion of the monies transferred to accounts established for each employee or former employee who participated in the Article 3 Plan. Within 60 days of the Effective Date, the Board of Trustees shall determine the method for allocating the transferred monies to the accounts of the employees who participated in the Article 3 Plan.

The Board of Trustees may establish a Suspense Account for any monies transferred from the Article 3 Plan that are not allocated to the employees or former employees who participated in the Article 3 Plan. The Board of Trustees shall develop a plan to allocate the monies in the Suspense Account in a manner consistent with the future funding policy

of the Plan.

The Board of Trustees may use monies from the Sponsor to fund the Suspense Account. The Suspense Account will participate in the earnings and losses of the Plan. The Board of Trustees may use monies from the Suspense Account to add to or to make the annual contribution to the Participant's Accounts under Section 3.3.

- 3.5 FORFEITURE ALLOCATION. The Board of Trustees shall allocate the amount of a Participant's Account Balance forfeited under the Plan as a part of and in the same manner as the Sponsor contribution for the Plan Year in which the forfeiture occurs. The Board of Trustees shall continue to hold the undistributed, non-vested portion of a terminated Participant's Account Balance in his Account solely for his/her benefit until forfeiture occurs at the time specified in Section 5.6.
- 3.6 ACCRUAL OF BENEFIT. The Board of Trustees shall determine the accrual of benefit (Sponsor contributions) on the basis of the Plan Year.

ARTICLE IV - PARTICIPANT CONTRIBUTIONS

- 4.1 NON-DEDUCTIBLE PARTICIPANT CONTRIBUTIONS. A Participant may make a non-deductible contribution from the monies individual receives from the Sponsor. The contribution shall automatically be deducted from the monies paid to the Participant and shall be deposited to the Plan. At its sole discretion, the Sponsor may match Participant contributions into the Plan.
- 4.2 FORFEIT ABILITY. A Participant has a 100 percent vested interest in the Account Balance derived from his/her contributions made under Section 4.1.
- 4.3 ACCOUNT BALANCE. The Board of Trustees shall maintain separate Accounts in the name of each Participant to reflect the Participant's Account Balance under the Plan derived from his/her Participant contributions. A Participant's Account Balance derived from his/her Participant contributions is the balance of his/her separate Participant contribution Accounts on any applicable date.

ARTICLE V - TERMINATION OF SERVICE - PARTICIPANT VESTING

- 5.1 NORMAL RETIREMENT AGE. Normal Retirement Age is the date a Participant turns 55 years old. A Participant who remains a Firefighter with the Sponsor after attaining Normal Retirement Age shall continue to participate in Sponsor contributions. When a Participant's service is terminated for any reason after individual has attained Normal Retirement Age, the Board of Trustees shall begin paying the Participant his Account Balance. The Board of Trustees shall begin making the payments of the Participant's Accrued benefits not later than 60 days after the close of the Plan Year in which the Participant's service terminates, unless the Participant elects otherwise in writing as provided in Section 6.2.
- 5.2 PARTICIPANT DISABILITY. For purposes of this Plan, a Participant shall be

considered disabled on the date the Board of Trustees determines the Participant will be unable to serve as a volunteer firefighter for an indefinite period. Alternatively, the Board of Trustees may consider a Participant to be disabled if individual is unable to engage in any substantial gainful activity. A Participant may be considered disabled because of either a physical or mental disability, which the Board of Trustees considers, will be of long continued duration. The Board of Trustees also shall consider a Participant disabled if an individual incurs the permanent loss or loss of use of a member or function of the body, or is permanently disfigured. The immediately preceding sentence shall not apply unless the Participant terminates his/her service with the Department. The Board of Trustees may require a Participant to submit to a physical examination in order to confirm a disability. The Board of Trustees shall apply the provisions of this Section 5.2 in a nondiscriminatory, consistent, and uniform manner.

- 5.3 TERMINATION OF SERVICE BEFORE NORMAL RETIREMENT AGE. When a Participant terminates his/her service before the individual attains Normal Retirement Age (for any reason other than death or disability), the Board of Trustees may begin paying the Participant his/her Vested Account Balance. The Board of Trustees shall make any decisions about paying a Participant subject to the consent requirements of this section. Anytime after the Participant terminates his/her service, the Board of Trustees may begin making payments in any of the modes and forms allowed by Section 6.3(a), (b), or (c) and Section 6.4. If a Participant returns to service before the Board of Trustees actually makes a distribution, the Board of Trustees shall not make distributions to the Participant.

The Participant must consent in writing both to the decision to distribute and to the form of the distribution.

- a. Deferral of Distribution of Account Balance** - If the Participant does not file his/her written consent with the Board of Trustees the Board of Trustees shall continue to hold the Participant's Account Balance in trust until the close of the Plan Year in which the Participant reaches Normal Retirement Age. At that time, the Board of Trustees shall begin paying the Participant's Vested Account Balance in accordance with the provisions of Article VI. If the Participant dies or becomes disabled after terminating employment but before attaining Normal Retirement Age, however, the Board of Trustees, upon notice of the death or disability and subject to the consent requirements of this Section 5.3 and of Article VI, shall begin paying the Participant his/her Vested Account Balance pursuant to the provisions of Article VI.
- b. Termination of Service Because of Death or Disability** - If the Participant terminates service before attaining Normal Retirement Age because of death or disability, the Board of Trustees shall begin paying the Participant his/her Account Balance in accordance with the provisions of Article VI, subject to the consent requirements of this Section 5.3 and of Article VI.

- 5.4 VESTING SCHEDULE. If Participant is a Cottonwood Volunteer Firefighter with the Department when an individual reaches Normal Retirement Age, the Participant shall

have a 100 percent vested interest in his/her Account Balance from Sponsor contributions. The Participant's Account Balance from Sponsor Contributions also is 100 percent vested when an individual dies or terminates his/her service because of a disability. If a Participant's service terminates before Normal Retirement Age for any reason other than death or disability, an individual shall receive a vested interest in his/her Account Balance derived from Sponsor contributions equal to the following schedule:

Plan Years of Service With Sponsor	Vested Interest in Account Balance
Any service less than One Year	0%
At least 1 years	10%
At least 2 years	40%
At least 3 years	60%
At least 4 years	80%
At least 5 years	100%

The Participant shall forfeit the percentage of his/her Account Balance that is not vested when individual terminates his/her employment. The forfeiture shall be allocated pursuant to Section 5.4.

- 5.5 YEAR OF SERVICE – VESTING. For purposes of vesting under Section 5.4, Year of Service shall mean any Plan Year during which a Firefighter completes not less than 12 consecutive months of service with the Sponsor, including Plan Years prior to the Effective Date of the Plan.
- 5.6 FORFEITURE OCCURS. A Participant forfeits the non-vested portion of his/her Account Balance from Sponsor contributions when individual terminates his/her participation in the Plan by receiving a cash-out distribution of the vested portion of his/her Account Balance.

The Board of Trustees shall determine the percentage of a Participant's forfeiture, if any, under this Section 5.4 solely by reference to the vesting schedule of Section 5.4. A Participant shall not forfeit any portion of his/her Account Balance for any other reason, except as expressly provided by this Section or by Section 9.20.

ARTICLE VI - PAYMENT OF BENEFITS

- 6.1 DISTRIBUTION TO PARTICIPANTS AND THEIR BENEFICIARIES. Subject to the provision of Section 6.2, the balance credited to the account of a Participant shall be, or shall commence to be, distributed not later than 60 days after the close of the Plan year in which individual retires, dies, or terminates his/her service with the Sponsor. If a Participant continues his/her service beyond his/her normal Retirement Age but dies

before actual retirement, individual shall, unless individual has otherwise elected in writing, have a survivor annuity payable on his/her death to his/her spouse in such amount as can be purchased with his/her account balance.

- 6.2 OPTIONAL DEFERRAL OF DISTRIBUTIONS. Notwithstanding Section 6.1, the Board of Trustees may allow a Participant to defer the commencement of payment of his/her benefits. By written statement filed with the Sponsor, a Participant may elect that distribution be made, or commence, in a year after the year designated by Section 6.1, but no later than the tax year in which individual attains age 70 1/2. Any election shall be subject to rules of uniform application prescribed by the Sponsor.

On request of the Participant, the Board of Trustees shall furnish the Participant an appropriate form for making the election. The Participant shall make the election by filing the election form with the Board of Trustees at any time before the Board of Trustees otherwise would begin paying a Participant's Account Balance under the requirements of Section 6.1.

- 6.3 MODES OF DISTRIBUTION. Distribution pursuant to Section 6.1 or Section 6.2 shall be made in anyone or any combination of the following modes:

- a. in a lump sum payment;
- b. in monthly, quarterly, semi-annual or annual payments commencing in such year and made either (i) over the life of the Participant or (ii) over a period selected by the Participant not extending beyond the Participant's life expectancy; or
- c. in monthly, quarterly, semi-annual or annual payments beginning in the year specified in Section 6.1 or 6.2 and made either (i) over the joint lives of the Participant and his/her spouse or (ii) over a period selected by the Participant not extending beyond the joint life and last survivor expectancy of the Participant and his/her spouse.

The Participant may elect one of the above modes of distribution by written notice to the Board of Trustees at least 45 days before the date on which distribution is to be made or is to commence, as provided in Section 6.1 and Section 6.2. The election shall specify (i) a mode of distribution described in (a), (b), or (c) above; (ii) the period, if distribution is to be made under (b)(ii) or (c)(ii) above; and (iii) a form of distribution permitted by Section 6.4. If the Participant fails to make an election, the Board of Trustees determines the mode and form of distribution.

- 6.4 FORM OF DISTRIBUTION. Distribution in a single payment under Section 6.3(a) shall be in cash or in kind, as specified in the election. If the Participant elects distribution in installments, distribution shall be in cash or in kind as specified by the Participant in the election. The form of any distribution elected by a Participant is subject to the approval of the Board of Trustees.

6.5 CALCULATION OF INSTALLMENT DISTRIBUTIONS. The Board of Trustees shall determine any annual payment under Section 6.3(b)(i) or (c)(i) by dividing the Participant's Account Balance at the beginning of the year for which the payment is to be made by either (i) the then life expectancy of the Participant or of the Participant and his/her spouse, as the case may be; or (ii) if the Participant so specifies, by the life expectancy of the Participant or the Participant and his/her spouse in the year in which distribution commenced, reduced by the number of whole years elapsed since the beginning of such year. Life expectancies shall be calculated for this purpose by use of the expected return multiples in Section 1.72-9 of the Income Tax Regulations. If distributions are to be made in annual installments over a fixed period, pursuant to Section 6.4 (b)(ii) or (c)(ii), the amount of any annual payment shall be the amount determined by dividing the Participant's interest in his/her account at the beginning of the year for which the payment is made by the number of years remaining in the fixed period. Monthly, quarterly, or semi-annual payments pursuant to Section 6.3(b) or (c) will be one twelfth, one-quarter or one-half, of the relevant annual payment.

6.6 DISTRIBUTION AT DEATH OF A PARTICIPANT OR SURVIVING SPOUSE. The Board of Trustees shall distribute the entire amount credited to the account of the Participant to his/her spouse, or if individual has elected a Beneficiary other than his/her spouse, to his/her Beneficiary pursuant to one of the modes of distribution provided in Section 6.3 when either of the following occurs:

- a. A Participant dies before the entire balance credited to his/her account by the Sponsor has been distributed and distribution is not then being made to the Participant and his/her spouse as provided in Section 6.3(c); or
- b. Distribution has commenced, as provided in Section 6.3(c) to the surviving spouse of a Participant and the surviving spouse dies before the entire balance has been distributed to the spouse.

Distribution made on the death of the surviving spouse shall be made to the Beneficiary in a single sum or in equal monthly installments over the life of the Beneficiary.

6.7 DISTRIBUTIONS UNDER DOMESTIC RELATIONS ORDERS. Nothing contained in this Plan shall prevent the Board of Trustees from complying with the provisions of a qualified domestic relations order. This Plan specifically permits distribution to an alternate payee under a qualified domestic relations order at any time. Nothing in this Section 6.7 shall permit a Participant a right to receive a distribution at a time otherwise not permitted under the Plan, nor shall it permit the alternate payee to receive a form of payment not permitted under the Plan.

The Board of Trustees shall establish reasonable procedures to determine the qualified status of a domestic relations order. The Board of Trustees also shall establish reasonable procedures for paying benefits under a qualified domestic relations order.

The Board of Trustees shall make any payments or distributions required under this

Section 6.7 by separate benefit checks or other separate distribution to the alternate payee(s).

ARTICLE VII - ADMINISTRATIVE PROVISIONS

- 7.1 INFORMATION TO BOARD OF TRUSTEES. The Sponsor shall supply the Board of Trustees with the following information for each Firefighter who is eligible to be a Participant under the Plan: (a) name, (b) date of birth, (c) first date of service, (d) leaves of absence, (e) years of service, (f) date of termination of service, and (g) any other information which the Board of Trustees considers necessary. The Sponsor shall provide current information in each of the areas. The Sponsor's records as to the current information the Sponsor furnishes to the Board of Trustees shall be conclusive as to all persons.
- 7.2 NO LIABILITY. The Sponsor assumes no obligation or responsibility for any act or failure to act by the Board of Trustees.
- 7.3 INDEMNITY OF BOARD OF TRUSTEES. The Sponsor indemnifies and saves harmless the members of the Board of Trustees (collectively the "indemnitees") from and against any and all loss resulting from liability to which any of the indemnitees may be subjected by reason of any act or conduct in their official capacities in the administration of this Plan. The indemnification includes all expenses reasonably incurred in the defense of the indemnitees if the Sponsor fails to provide a defense. This section specifically excludes indemnification for willful misconduct or gross negligence by the indemnitees. The indemnification provisions of this Section shall not relieve the indemnitees from any liability or breach of a fiduciary duty. Furthermore, the indemnitees and the Sponsor shall sign a letter agreement delineating the indemnification agreement of this Section.
- 7.4 AMENDMENT TO VESTING SCHEDULE. The Sponsor has the right to amend the vesting schedule at any time. Notwithstanding this right, the Board of Trustees shall not apply the amended vesting schedule to reduce a Participant's vested portion of his/her Account Balance derived from Sponsor contributions to a percentage less than his/her vested portion under the Plan before the amendment. For purposes of this section, the Board of Trustees shall determine the Participant's vested portion of his/her Account Balance as of the later of the date the Sponsor adopts the amendment or the date the amendment becomes effective.

If the Sponsor amends the vesting schedule, each Participant having at least five Years of Service with the Sponsor may elect to have the vested portion of his/her Account Balance computed under the Plan before the amendment. The Participant must file his/her election with the Board of Trustees within 60 days of the latest of (a) the Sponsor's adoption of the amendment; (b) the effective date of the amendment; or (c) his/her receipt of a copy of the amendment. As soon as is practicable, the Board of Trustees shall forward a copy of any amendment to the vesting schedule to each affected Participant, along with an explanation of the effect of the amendment, the appropriate form on which

the Participant may elect to remain under the pre-amendment vesting schedule, and notice of the time within which the Participant must elect to remain under the pre-amendment vesting schedule. For purposes of this Section, an amendment to the vesting schedule include any Plan amendment which directly or indirectly affects the computation of the vested percentage of a Firefighter's rights to his/her Sponsor derived Account Balance.

ARTICLE VIII - PARTICIPANT ADMINISTRATIVE PROVISIONS

- 8.1 DESIGNATION OF BENEFICIARY. A Participant may designate any person or persons as his/her Beneficiary. The designation shall be in writing, and the Participant may designate contingent or successive Beneficiaries. If the Participant designates a Beneficiary, the Board of Trustees shall pay the Beneficiary the Participant's Account Balance (including any life insurance proceeds payable to the Participant's Account) on death of the Participant.

A married Participant may not designate a Beneficiary other than his/her spouse unless the Participant's spouse consents to the designation or unless the Participant and his/her spouse are not married throughout the year ending on the date of the Participant's death. If a Participant designates his/her spouse as his/her Beneficiary, the designation does not require spousal consent.

The Board of Trustees shall prescribe the form for the written designation of Beneficiary. When the Participant files the form with the Board of Trustees, the form shall revoke all designations the Participant has filed previously.

- 8.2 NO BENEFICIARY DESIGNATION. The Board of Trustees shall pay a Participant's Account Balance to his/her heirs in the manner provided by Arizona law for intestate succession when any of the following occur:
- a. The Participant fails to designate a Beneficiary
 - b. The Beneficiary named by the Participant predeceases him/her; or
 - c. The Beneficiary named by the Participant dies before complete distribution of the Participant's Account Balance.

If there is no taker under Arizona law of intestate succession, the Board of Trustees shall pay the Participant's Account Balance to the estate of the Participant or the Beneficiary, whoever died the last.

The Board of Trustees shall pay the Participant's Account Balance in one or any combination of the forms of distribution specified in Section 6.3.

- 8.3 PERSONAL DATA TO BOARD OF TRUSTEES. Each Participant and each Beneficiary of a deceased Participant must furnish to the Board of Trustees any evidence,

data, or information the Board of Trustees considers necessary or desirable for administering the Plan. The provisions of this Plan are effective for the benefit of each Participant on the condition precedent that each Participant promptly will furnish full, true, and complete evidence, data, and information when requested by the Board of Trustees. The Board of Trustees shall advise each Participant of the effect of his/her failure to comply with its request.

- 8.4 ADDRESS FOR NOTIFICATION. Each Participant and each Beneficiary of a deceased Participant shall give the Board of Trustees written notice of his/her post office address and of any change of post office address. The Participant or Beneficiary shall be bound for all purposes of this Plan by any communication, statement, or notice addressed to him/her at his/her last post office address filed with the Board of Trustees or shown on the records of the Sponsor.
- 8.5 ASSIGNMENT OR ALIENATION. Neither a Participant nor a Beneficiary shall anticipate, assign, or alienate (either at law or in equity) any benefit provided under the Plan, except for instances required by a domestic relations order issued by a court of competent jurisdiction. The Board of Trustees shall not recognize any such anticipation, assignment, or alienation. Furthermore, a benefit under the Plan is not subject to attachment, garnishment, levy, execution, or other legal or equitable process.
- 8.6 NOTICE OF CHANGE IN TERMS. The Board of Trustees shall furnish all Participants a summary of any material amendment to the Plan or notice of discontinuance of the Plan without charge.
- 8.7 LITIGATION AGAINST THE TRUST. If any legal action filed against the Board of Trustees by or on behalf of any Participant results adversely to the Participant or the Beneficiary, the Board of Trustees shall reimburse itself, or its members, for all costs and fees expended by it or them by surcharging all costs and fees against the sums payable under the Plan to the Participant or to the Beneficiary. The reimbursement shall occur only to the extent a court of competent jurisdiction specifically authorizes and directs the surcharges.
- 8.8 INFORMATION AVAILABLE. Any Participant may examine copies of documents under which the Plan is established or operated. The Board of Trustees will maintain copies of the following at its office or any other place it has designated: Plan description, latest annual report, any bargaining agreement, this Plan Agreement, and any contracts under which the Plan operates. A Participant may examine the documents during regular business hours on reasonable written notice. On the written request of a Participant, the Board of Trustees shall furnish him/her with a copy of any item listed in this Section 8.8. The Board of Trustees may make a reasonable charge to the requesting person for the copies furnished.
- 8.9 APPEAL PROCEDURE FOR DENIAL OF BENEFITS. The Board of Trustees shall provide adequate notice in writing to any Participant or Beneficiary ("Claimant") whose claim for benefits under the Plan the Board of Trustees has denied. The Board of Trustees

notice to the Claimant shall set forth the following:

- a. The specific reason for the denial;
- b. Specific references to pertinent Plan provisions on which the Board of Trustees based its denial;
- c. A description of any additional material and information needed for the Claimant to perfect his/her claim and an explanation of why the material or information is needed; and
- d. Notice that the Claimant may appeal the adverse determination in writing to the Board of Trustees within 75 days after receiving the notice of denial of benefits. The notice also must advise the Claimant that his/her failure to appeal the action to the Board of Trustees in writing within 75 days will render the determination final, binding, and conclusive.

A Claimant may appeal to the Board of Trustees by submitting a written summary of any issues and comments individual believes to be pertinent. The Claimant or his/her duly authorized representative may review pertinent Plan documents. The Board of Trustees shall re-examine all facts related to the appeal and make a final determination as to whether the denial of benefits is justified under the circumstances. The Board of Trustees shall advise the Claimant of its decision within 60 days of the Claimant's written request for review, unless special circumstances (such as a hearing) would make the rendering of a decision within the 60-day limit unfeasible. In no event, however, shall the Board of Trustees render a decision respecting a denial for a claim for benefits later than 120 days after it receives a request for review.

The notice of denial of benefits shall identify the name of each member of the Board of Trustees and the name and address of the member of the Board of Trustees to whom the Claimant may forward his/her appeal.

ARTICLE IX - BOARD OF TRUSTEES

9.1 COMPOSITION OF BOARD. The Board of Trustees shall be comprised of the following members:

- a. The Mayor or the Mayor's designee;
- b. The Fire Chief;
- c. Two Firefighters from the Department; and
- d. Administrative Services General Manager.

The initial Board of Trustees shall be the Board of Trustees for the Article 3 Plan on the

Effective Date. The members of the initial Board of Trustees shall serve for the time remaining on their tenure with the Board of Trustees for the Article 3 Plan.

9.2 SELECTION OF MEMBERS OF BOARD

- a. The Mayor, Fire Chief, and City Finance Director shall serve ex officio as members of the Board of Trustees.
- b. When the tenure of the initial members of the Board of Trustees expires, the firefighter members shall be selected as follows:
 1. The Firefighter members shall be elected by the Firefighters in the Department. The Fire Chief shall call for the election of the Firefighter members to the Board of Trustees, and shall provide reasonable notice of the election. Elections shall be held every two years as specified in subsection (2) below. The City of Cottonwood shall bear the cost of the election.
 2. The two Firefighters shall serve four-year terms as members of the Board of Trustees. The terms shall be staggered, with one Firefighter members being elected every two years. If the terms of more than one Firefighter members expire in the same year, the Board of Trustees shall select a method for staggering the terms so that one terms expire every two years.
 3. If an elected member of the Board of Trustees resigns or dies, the Fire Chief shall call an election to elect his/her successor. The duly elected successor shall serve for the remainder of the term of his/her predecessor.

9.3 NEED FOR A QUORUM. A majority of the members of the Board of Trustees shall constitute a quorum. The Board of Trustees can take no action without a quorum present.

9.4 OFFICERS OF BOARD. The Mayor or his/her designee shall serve as the President of the Board of Trustees. The Board of Trustees shall elect from its members the secretary and treasurer of the Board for the coming year.

9.5 TIME OF MEETINGS.

- a. The Board of Trustees shall meet annually and at any other times the president may direct.
- b. The Board of Trustees shall provide reasonable notice of the meeting to the Board members and to the public. The Board of Trustees shall bear the expense of providing notice of the meetings which expense will be paid from the Fund Assets.

- 9.6 AUTHORITY OF BOARD. The Board of Trustees shall have authority to establish rules of operation not inconsistent with this Agreement or with federal or state law.
- 9.7 POWERS. In case of a vacancy in the membership of the Board of Trustees, the remaining members of the Board of Trustees may exercise any and all of the powers, authority, duties, and discretion conferred on the Board of Trustees pending the filling of the vacancy.
- 9.8 ACCEPTANCE OF OBLIGATIONS. The Board of Trustees accepts the obligations imposed under the Plan. The members of the Board of Trustees shall provide bond for the faithful performance of their duties under the Plan to the extent required by law. The Sponsor shall pay for the expense of procuring any bond. Board member will receive 50 points credited to their annual participation points as part of their minimum one year commitment to the overall Trust.
- 9.9 RECEIPT OF CONTRIBUTIONS. The Board of Trustees shall be accountable to the Sponsor for the funds the Sponsor contributes to the Plan, but the Board shall have no duty to see that the contributions received comply with the “provisions of the Plan.” The Board of Trustees shall not be obliged to collect any contributions from the Sponsor, nor be obliged to see that the funds the Sponsor deposits with it are deposited according to the provisions of the Plan.
- 9.10 GENERAL. The Board of Trustees shall have the power and duty to do the following:
- a. Determine the rights of eligibility of a Firefighter to participate in the Plan, the value of a Participant's Account Balance, and the vested percentage of each Participant's Account Balance;
 - b. Adopt rules of procedure and regulations necessary for the proper and efficient administration of the Plan, provided the rules are not inconsistent with the terms of this Agreement;
 - c. Enforce the terms of the Plan and the rules and regulations the Board of Trustees adopts;
 - d. Credit and distribute the Fund Assets;
 - e. Review and render decisions respecting a claim for (or denial of a claim for) a benefit under the Plan;
 - f. Furnish the Sponsor with information, which the Sponsor may require for tax or other purposes;
 - g. Engage the service of agents whom it may deem advisable to assist it with the performance of its duties;

- h. Engage the services of one or more Investment Managers;
- i. Establish and maintain a funding standard account and make credits and charges to the account to the extent required by law.

9.11 FULL INVESTMENT POWERS. The Board of Trustees shall have full discretion and authority over the investment of the Fund Assets, except with respect to (1) Fund Assets under the control or direction of a properly appointed Investment Manager; or (2) Fund Assets subject to Sponsor or Participant direction of investment as provided in Section 8.10.

The Board of Trustees is authorized and empowered, but not by way of limitation, with the following powers, rights, and duties:

- a. Invest any part or all of the Fund Assets in any common or preferred stocks, open-end or closed-end mutual funds, put and call options traded on a national exchange, United States retirement plan bonds, corporate bonds, debentures, convertible debentures, commercial paper, U.S. Treasury bills, U.S. Treasury notes and other direct or indirect obligations of the United States Government or its agencies, improved or unimproved real estate situated in the United States, limited partnerships, insurance contracts, mortgages, notes or other property of any kind, real or personal, and buy or sell options on common stock on a nationally recognized options exchange with or without holding the underlying common stock, as a prudent person would do under like circumstances with due regard for the purposes of this Plan. Any investment made or retained by the Board of Trustees in good faith shall be proper, but the investment must be of a kind constituting a diversification considered by law suitable for trust investments;
- b. Retain in cash as much of the Fund Assets as it may deem advisable to satisfy liquidity needs of the Plan and to deposit any cash held in the Fund Assets in a bank account at reasonable interest.
- c. Manage, sell, contract to sell, grant options to purchase, convey, exchange, transfer, abandon, improve, repair, insure, lease for any term even though commencing in the future or extending beyond the term of the Plan, and otherwise deal with all property, real or personal, in any manner;
- d. Credit and distribute the Fund Assets;
- e. Compromise, contest, arbitrate, or abandon claims and demands, in its discretion;
- f. On behalf of the Sponsor, hold all rights of ownership of the Fund Assets, (including the powers to give) proxies, to participate in any voting trusts, mergers, consolidations or liquidations, and to exercise or sell stock subscriptions or conversion rights;

- g. Lease for oil, gas, and other mineral purposes and create mineral severances by grant or reservation; pool or utilize interest in oil, gas, and other minerals; and enter into operating agreements and execute division and transfer orders;
- h. Perform any and all other acts in its judgment necessary or appropriate for the proper and advantageous management, investment and distribution of the Plan;
- i. Retain any funds or property subject to any dispute without liability for the payment of interest, and decline to make payment or delivery of the funds or property until final adjudication is made by a court of competent jurisdiction;
- j. Comply with any tax regulations required of the Board of Trustees;
- k. Furnish to the Sponsor an annual statement of account showing the condition of the Fund Assets and all investments, receipts, disbursements and other transactions affected by the Board of Trustees during the Plan Year covered by the statement and also stating the assets of the Trust held at the end of the Plan Year. The statement of account shall be conclusive on all persons, including the Sponsor and the Board of Trustees, except as to any act or transaction concerning which the Sponsor written exceptions or objections with the Board of Trustees within 90 days after receiving the statement of accounts; and
- l. Begin, maintain, or defend any litigation necessary in connection with the administration of the Plan. The Board of Trustees shall not be obliged nor required to do so unless it is indemnified to its satisfaction.

9.12 FUNDING POLICY. At least annually, the Board of Trustees shall review all pertinent Firefighter information and Plan data in order to establish the funding policy of the Plan. At the same time, the Board of Trustees shall determine the appropriate methods for carrying out the objectives of the Plan. As it deems appropriate, the Board of Trustees periodically shall communicate to any Plan Investment Manager the Plan's short-term and long-term financial needs so that investment policy can be coordinated with Plan financial requirements.

9.13 AUTHORIZED REPRESENTATIVE. The Board of Trustees may authorize any two of its members to sign notices, directions, applications, certificates, consents, approvals, waivers, letters, or other documents on its behalf. The Board of Trustees must evidence this authority by an instrument signed by all its members. As for distributions, the sponsor will be authorized and responsible for prompt disbursement of funds in accordance to the provisions of the plan.

9.14 INTERESTED MEMBER. No member of the Board of Trustees may decide or determine any matter concerning the distribution, nature, or method of settlement of his/her own benefits under the Plan.

- 9.15 INDIVIDUAL ACCOUNTS. The Board of Trustees shall maintain a separate Account in the name of each Participant to reflect the Participant's Account Balance under each Plan Sponsor Contribution formula. Furthermore, if a Participant re-enters the Plan after having a forfeiture break in service, the Board of Trustees shall maintain a separate Account for the Participant's pre-forfeiture break in service Account Balance and a separate Account for his/her post-forfeiture break in service Account Balance, unless the Participant's entire Account Balance under the Plan is 100 percent vested. The Board of Trustees may maintain a temporary segregated investment Account in the name of a Participant to prevent a distortion of income, gain or loss allocations. The Board of Trustees shall maintain records of its activities.
- 9.16 VALUE OF PARTICIPANT'S ACCOUNT BALANCE. The value of each Participant's Account Balance shall consist of that proportion of the net worth (at fair market value) of the Sponsor's Fund Assets which the net credit balance in his/her Account (exclusive of the cash value of incidental benefit insurance contracts) bears to the total net credit balance in the Accounts (exclusive of the cash value of the incidental benefit insurance contracts) of all Participants, plus the cash surrender value of any incidental benefit insurance contracts that the Board of Trustees holds on the Participant's life. For purposes of a distribution under the Plan, the value of a Participant's Account Balance shall be its value as of the Accounting Date or other valuation date immediately preceding the date of the distribution. Any distribution (other than a distribution from a segregated Account) made to a Participant more than 90 days after the Accounting Date, or other valuation date, immediately preceding the distribution shall include interest on the amount of the distribution as an expense of the Fund Assets. The interest shall accrue at the rate of five percent per annum from the Accounting Date or other valuation date to the date of the distribution.
- 9.17 ALLOCATION AND DISTRIBUTION OF NET INCOME GAIN OR LOSS. As of the Accounting Date of each Plan Year, the Board of Trustees shall reduce Accounts (excluding segregated Accounts) for any forfeitures arising under Section 5.6. Subject to the restoration allocation requirements of Section 9.20, the Board of Trustees then shall allocate the net income (or net loss) from the Plan and the increase or decrease in the fair market value of the assets of the Plan for the Plan Year pro rata to Accounts of the Participants under the Plan as the Accounts stood at the beginning of the current Plan Year. When calculating the change in the fair market value of the Participant Accounts, the Board of Trustees shall exclude from the Accounts any segregated Accounts, amounts charged during the Plan Year to the Accounts in accordance with Section 9.19, the cash value of which the Board of Trustees has fully distributed since the immediately preceding Accounting Date. Any suspense Account under the segregated Account shall receive all income it earns and shall bear all expense or loss it incurs. As of the Accounting Date of each Plan Year, the Board of Trustees shall reduce a segregated Account for any forfeiture arising under Section 5.6 after the Board has made all other allocations, changes, or adjustments to the Account for the Plan Year.
- 9.18 INDIVIDUAL STATEMENT. As soon as practicable after the Accounting Date of each Plan Year, the Board of Trustees will deliver to each Participant a statement reflecting the

condition of his/her Account Balance in the Plan as of that date. The statement also may contain any other information the Board of Trustees, deems to be pertinent. No Participant, except a member of the Board of Trustees shall have the right to inspect the records reflecting the Account of any other Participant.

- 9.19 ACCOUNT CHARGED. The Board of Trustees shall charge all distributions made to a Participant or to his/her Beneficiary from his/her Account against the Account of the Participant when made.
- 9.20 UNCLAIMED ACCOUNT PROCEDURE. The Plan does not require the Board of Trustees to search for or ascertain the whereabouts of any Participant or Beneficiary. The Board of Trustees shall notify a Participant when individual is entitled to a distribution under this Plan. The notice shall be sent by certified mail or registered mail to the last known address of record of the Participant, and the notice shall quote the provisions of this section. If the Participant fails to claim his/her distribution or make his/her whereabouts known in writing to the Board of Trustees within six months from the date of mailing of the notice, or before the termination or discontinuance of this Plan, whichever should first occur, the Board of Trustees shall treat the Participant's unclaimed payable Account Balance as forfeited and shall reallocate the unclaimed payable Account Balance in accordance with Section 5.6 for the Plan Year in which the forfeiture occurs.

If the Participant who has incurred a forfeiture of his/her Account Balance under the provisions of the first paragraph of this Section makes a claim, at any time, for his/her forfeited Account Balance, the Board of Trustees shall restore the Participant's forfeited Account Balance to the same dollar amount as the dollar amount of the Account Balance forfeited, unadjusted for any gains or losses occurring subsequent to the date of the forfeiture. The Board of Trustees shall make the restoration during the Plan Year in which the Participant makes the claim first from the amount, if any, of the Fund Assets net income or gain for the Plan Year and then from the amount, or additional amount, the Sponsor shall contribute to enable the Board of Trustees to make the required restoration. The Board of Trustees shall distribute the Participant's restored Account Balance to him/her not later than 60 days after the close of the Plan Year in which the forfeited Account Balance is restored. The forfeiture provisions of this Section shall apply solely to the Participant's Account Balance derived from Sponsor contributions.

- 9.21 RECORDS AND STATEMENTS. The records of the Board of Trustees pertaining to the Plan shall be open to the inspection of the Board of Trustees and the Sponsor at all reasonable times. The records may be audited from time to time by any person that the Sponsor or Board of Trustees specifies in writing. The Board of Trustees authorized Investment Manager shall furnish the Board of Trustees with whatever information relating to the Fund Assets the Board of Trustees considers necessary.
- 9.22 FEES AND EXPENSES FROM FUND. The members of the Board of Trustees may receive reasonable annual compensation as may be agreed upon from time to time between the Sponsor and the Board of Trustees. The Board of Trustees shall use Fund Assets to pay all expenses it reasonably incurs in its administration of the Plan, unless the

Sponsor pays the expenses.

- 9.23 PARTIES TO LITIGATION. Only the Sponsor and the Board of Trustees shall be necessary parties to any court proceeding involving the Board of Trustees or the Fund Assets. No Participant or Beneficiary shall be entitled to any notice of service of process unless required by law. Any final judgment entered in any proceeding shall be conclusive upon the Sponsor, the Board of Trustees, the Participants, and the Beneficiaries.
- 9.24 PROFESSIONAL AGENTS. The Board of Trustees may employ and pay from the Fund Assets reasonable compensation to agents, attorneys, accountants, and other persons to advise the Board of Trustees as in its opinion may be necessary. The Board of Trustees may delegate to any agent, attorney, accountant, or other person selected by it any non-Trustee power or duty vested in it by the Plan. The Board of Trustees may act or refrain from acting on the advice or opinion of any agent, attorney, accountant, or other person so selected.
- 9.25 DISTRIBUTION OF CASH OR PROPERTY. The Board of Trustees may make distributions under the Plan in cash or property, or partly in each, at its fair market value as determined by the Board. For purposes of a distribution to a Participant, a designated Beneficiary, or a surviving spouse, "property" shall include a non-transferable annuity contract, provided the payment period shall not extend beyond the longest permissible benefit payment period under Article VI.
- 9.26 DISTRIBUTION DIRECTIONS. If no one claims a payment or distribution made from the Trust, the Board of Trustees shall dispose of the payment in the manner it deems appropriate.
- 9.27 THIRD PARTY. No person dealing with the Board of Trustees shall be obligated to see to the proper application of any money paid or property delivered to the Board of Trustees, or to inquire whether the Board of Trustees has acted pursuant to any of the terms of the Plan. Each person dealing with the Board of Trustees may act upon any notice, request or representation in writing by the Board of Trustees or by its duly authorized agent, and shall not be liable to any person whomsoever in so doing. The certificate of the Board of Trustees that it is acting in accordance with the Plan shall be conclusive in favor of any person relying on the certificate.
- 9.28 RESIGNATION. Any elected or appointed member of the Board of Trustees may resign at any time by giving 30 days written notice to the Sponsor and to the remaining members of the Board of Trustees.
- 9.29 SUCCESSOR MEMBERS OF BOARD. The successors to the members of the initial Board of Trustees shall have all powers, rights, duties, and responsibilities of the members of the initial Board of Trustees.
- 9.30 VALUATION OF TRUST. The Board of Trustees shall value the Fund Assets as of each Accounting Date to determine the fair market value of each Participant's Account

Balance in the Plan. The Board of Trustees shall value the Fund Assets on any other dates it deems necessary.

- 9.31 LIMITATION ON LIABILITY. The Board of Trustees shall not be liable for the acts or omissions of any Investment Manager it appoints, nor shall the Board of Trustees be under any obligation to invest or otherwise manage any asset of the Plan, which is subject to the management of a properly appointed Investment Manager. The Board of Trustees and any properly appointed Investment Manager may execute a letter agreement as a part of this Plan delineating the duties, responsibilities, and liabilities of the Investment Manager with respect to any part of the Trust fund under the control of the Investment Manager.

ARTICLE X - MISCELLANEOUS

- 10.1 SOLE PROPERTY OF THE SPONSOR. All monies contributed to this Plan, all property and rights purchased with such monies, and all income attributable to such monies, property, or rights shall remain solely the property and rights of the Sponsor (without being restricted to the provisions of benefits under this Plan) subject only to the claims of the Sponsor's general creditors. The Sponsor shall not use the Fund Assets for any purpose not specifically authorized by this Agreement unless a court of competent jurisdiction orders otherwise. The Sponsor is not obligated to purchase any property or rights to support the promises made under this Plan to each Participant.
- 10.2 EVIDENCE. Anyone required to give evidence under the terms of the Plan may do so by certificate, affidavit, document or other information which the person to act in reliance may consider pertinent, reliable and genuine, and to have been signed, made or presented by the proper party or parties. The Board of Trustees shall be fully protected in acting and relying on any evidence described under the immediately preceding sentence.
- 10.3 NO RESPONSIBILITY FOR SPONSOR ACTION. The Board of Trustees shall not have any obligation or responsibility with respect to any action, which the Plan requires the Sponsor, any Participant, or eligible Firefighter to take. Similarly, the Board of Trustees shall not have any obligation or responsibility for the failure of any of the above persons to act or make any payment or contribution, or to otherwise provide any benefit contemplated under this Plan. Moreover, the Board of Trustees also shall not be required to collect any contribution required under the Plan or determine the correctness of the amount of any Sponsor contribution.
- 10.4 FIDUCIARIES NOT INSURERS. The Board of Trustees and the Sponsor in no way guarantee the Fund Assets from loss or depreciation. The Sponsor does not guarantee the payment of any money, which may be or becomes due to any person from the Fund Assets. The liability of the Board of Trustees to make any payment from the Fund Assets at any time and all times is limited to the then available Fund Assets of the Plan.
- 10.5 WAIVER OF NOTICE. Any person entitled to notice under the Plan may waive the right to notice.

- 10.6 SUCCESSORS. The Plan shall be binding on the following: (1) All persons entitled to benefits under the Plan, their respective heirs, and legal representatives; (2) The Sponsor, its successors and assigns; and (3) The Board of Trustees, and its successors.
- 10.7 WORD USAGE. Words used in the masculine shall apply to the feminine, where applicable. Wherever the context of the Plan dictates, the plural shall be read as the singular and the singular as the plural.
- 10.8 STATE LAW. Arizona law shall determine all questions arising with respect to the provisions of this Agreement.
- 10.9 HEADINGS. The headings on each section are not portions of this Agreement, but merely are provided for identification purposes.

ARTICLE XI - EXCLUSIVE BENEFIT, AMENDMENT, TERMINATION

- 11.1 AMENDMENT BY SPONSOR. The Sponsor shall have the right at any time to amend this Agreement, with Board of Trustees participation.

The Sponsor shall make all amendments in writing. Each amendment shall state the date to which it is either retroactively or prospectively effective.

- 11.2 DISCONTINUANCE. The Sponsor shall have the right, at any time, to suspend or discontinue its contributions under the Plan, and to terminate, at any time, the Plan created under this Agreement. The Plan shall terminate when any of the following occurs:

- a. The Sponsor takes steps to terminate the Plan, provided the Sponsor gives the Board of Trustees 30 days prior notice of termination;
- b. The Sponsor is judicially declared bankrupt or insolvent; and
- c. The Fire Department ceases to maintain a Volunteer Fire Force.

- 11.3 FULL VESTING ON TERMINATION. Notwithstanding any other provision of this Plan to the contrary, upon either full or partial termination of the Plan, an affected Participant's right to his/her Account Balance shall be 100 percent Vested.

- 11.4 TERMINATION. Upon termination of the Plan, the provisions of Section 5.3 and of Article VI shall remain operative, and the Plan shall continue until the Board of Trustees has distributed all of the benefits under the Plan. On each Accounting Date, the Board of Trustees shall credit any part of a Participant's Account Balance retained in the Plan with its proportionate share of the Plan's income, expenses, gains and losses, both realized and unrealized. Upon termination of the Plan, the Board of Trustees shall allocate any monies in a Suspense Account for the retirement benefits for Volunteer Firefighters.

IN WITNESS WHEREOF, the Sponsor and the Board of Trustees have executed this Revised Plan and Trust in Cottonwood, Arizona, this ____ day of ____, 2012.

By: _____
City of Cottonwood

Attest:

Marianne Jiménez, City Clerk

Diane Joens, Mayor

Jesus R. Rodriguez,
Administrative Services G. M.

Mike Kuykendall, Fire Chief

Patrick Wiatrolik, Board member

Eric Altheide, Board member

APPROVED AS TO FORM & CONTENT:

Steve Horton, Esq.
City Attorney

RESOLUTION NUMBER 2648

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, ADOPTING A REVISED ALTERNATIVE PENSION AND BENEFIT PLAN FOR VOLUNTEER FIREFIGHTERS EFFECTIVE JULY 1, 2012.

WHEREAS, A.R.S. § 9-981 allows the city to provide an alternative pension and benefit program for volunteer firefighters; and

WHEREAS, on June 16, 1992, the Council adopted an alternative pension and benefit program for volunteer firefighters; and

WHEREAS, the City Council finds that certain changes should be made to the program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AS FOLLOWS:

THAT, the Cottonwood Fire Department's alternative pension and benefit plan for volunteer firefighters, which plan is effective July 1, 2012, is hereby approved.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, ARIZONA, THIS ____ DAY OF _____ 2012.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq.
City Attorney

Marianne Jimenez, City Clerk

To: Alternate Pension & Benefits Fund Board Members December 20, 2012
 From: Rudy Rodriguez, Administrative Services General Manager & Board Secretary
 Subject: Annual Report - Alternate Pension & Benefit Fund

Attached for Board approval is the Annual Report for the Alternate Pension & Benefit Fund as of June 30, 2012. The market value of the volunteer's portfolio as on June 30, 2012 was \$189,878.71 and is broken down as depicted below

ITEM DESCRIPTION	@ 06/30/2011	@ 06/30/2012
Fund Balance – Volunteers	\$170,590.33	\$110,333.86
Segregated Account for Fred Hayman	37,409.79	35,537.19
Cash & Cash Equivalents	15,455.67	51,997.22
Due to City General Fund	-29,168.80	-7,989.56
Trust Balance	<u>\$194,286.99</u>	<u>\$189,878.71</u>
Prior Years Unallocated Fire Premium Insurance ¹	0	0
Adjusted Trust Balance	<u>\$194,286.99</u>	<u>\$189,878.71</u>
Market Value of Account, June 30, 2011		\$197,286.99
Adjustments:		
Premium Tax Contribution ²	22,391.46	
EE/ER Contributions	1,006.15	
457 Def Comp Contributions	3,212.38	
Distributions	-7,980.61	
Total Adjustments		<u>18,629.38</u>
Balance		<u>212,916.37</u>
Market Value of Account, June 30, 2012		189,878.71
Net Change in Value		-\$23,037.66

The Trust had interest/dividend income of \$5,050.00 during the course of the year. Fees and IRS taxes totaled \$4,035.44, and losses of \$24,052.22. The total change in net value taking all of these changes into consideration was -\$23,037.66. All this activity produced a net market value of the overall portfolio of \$189,878.71.

As a reminder, a couple of years ago, the Board set up a reserve account to be distributed at the board's discretion. That fund is at \$150,157.41 as on June 30, 2012.

¹ There is no unallocated Fire Premium Insurance due.

² The amount of fire premium is reflected here for the year ending June 30, 2011.

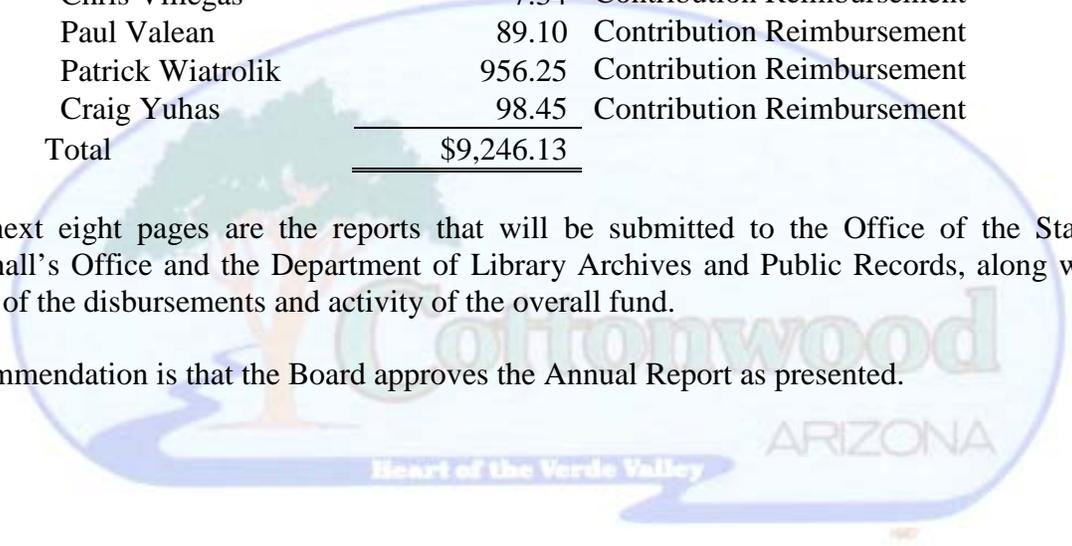
There were two individuals that retired some time back and continue to be reflected in the plan.

The following disbursements are presented for Board approval:

Payee	Amount	Reason
<u>Retirees</u>		
Eugene Ortiz	\$1,800.00	Retirement Benefits
Terry Tasa	1,800.00	Retirement Benefits
<u>Reimbursements</u>		
Cody Harkey	1,198.00	Contribution Reimbursement
Kelly Helgeson	2,943.91	Contribution Reimbursement
Carson Ramirez	102.75	Contribution Reimbursement
Shay O'Neil	10.00	Contribution Reimbursement
Jeffrey Pennington	1.63	Contribution Reimbursement
Robert Strokes	238.70	Contribution Reimbursement
Chris Villegas	7.34	Contribution Reimbursement
Paul Volean	89.10	Contribution Reimbursement
Patrick Wiatroluk	956.25	Contribution Reimbursement
Craig Yuhas	98.45	Contribution Reimbursement
Total	<u>\$9,246.13</u>	

The next eight pages are the reports that will be submitted to the Office of the State Fire Marshall's Office and the Department of Library Archives and Public Records, along with the detail of the disbursements and activity of the overall fund.

Recommendation is that the Board approves the Annual Report as presented.



REPORT OF VOLUNTEER FIRE FIGHTERS RELIEF AND PENSION FUND

This form is for use by fire departments and fire districts that maintain a fund for fire fighters
NOT covered by the Arizona Public Safety Personnel Retirement System.

Page 1

Name of Department or District Cottonwood Fire District Alternate Pension/Benefit Plan

Report of Fund Year Ended June 30, 2012

Signature of Secretary [Signature] Printed Name Jesus R. Rodriguez, CGFM

Business Address 816 N. MAIN St. City: Cottonwood Arizona Zip Code 86326

Business Hours Telephone Number (928)634-0060 Email Address rrodriguez@cottonwoodaz.gov

Type of Fund: A.R.S. Title 9, Chapter 8, Article 3 Volunteer Fund Investments managed by FFRPF Treasurer h
 A.R.S. Title 9, Chapter 8, Article 4 Volunteer Fund Investments managed by Purchased Alternate Pension Plan u
 A.R.S. Title 38, Chapter 5, Article 4 Public Safety Personnel Retirement System u
(Checked Box(es))

Revenues:

Monies received from 2% premium	
Tax distribution/Company	<u>22,391.46</u>
Interest earnings	<u>-22,981.35</u>
Employer Contributions	<u>1,006.15</u>

Total

Revenues..... 416.26

Expenditures:

Refund payments	_____
Relief payments	_____
Disability payments	_____
Death Benefit payments	_____
Article 3 Pension payments	_____
Article 4 Pension payments (paid/volunteer)	_____
(paid/volunteer)	<u>-3,600.00</u>
Payment to Private Fire Company	_____
Which covers pension liability	_____
Professional Services (legal, auditing, etc.)	<u>- 4,035.44</u>

Total

Expenditures..... - 7,635.44

Excess of Revenue over/under Expenditures..... - 7,219.18

Year's Beginning Balance..... 191,401.42

Year's Ending Balance..... \$184,182.20

"Notwithstanding the provisions of Subsection A and C of this Section, if the board of trustees of a fire district assumes the responsibility for investing and reinvesting the funds pursuant to Section 9-957, Subsection B, the duties of the treasurer may be performed by a member of the board elected by the board. If the duties of the treasurer are performed by a member of the board, he shall be bonded for an amount determined by the board which amount shall not be less than the maximum amount of funds in the account at any one time during the previous year."

If a member of the board of trustees is treasurer of the fund, you must attach current PROOF OF BOND A.R.S. 9-955.D

SECRETARY'S REPORT OF FIRE FIGHTERS RELIEF AND PENSION FUND

Page 2

FUND DISTRIBUTIONS AUTHORIZED DURING FISCAL YEAR _____

Types of distribution include REFUND, RELIEF, DISABILITY, DEATH BENEFIT, ARTICLE 3 PENSION, OR ARTICLE 4 PENSION. Under A.R.S. Title 9, Chapter 8, you **must** list name of each beneficiary and amount distributed to each account. Please make sufficient copies to meet your needs or attach a separate list (report).

<u>TYPE OF DISTRIBUTION</u>	<u>NAME OF BENEFICIARY</u>	<u>AMOUNT DISTRIBUTED</u>
------------------------------------	-----------------------------------	----------------------------------

ANNUAL AUDIT. The board shall cause an annual audit and report of the fund. (A.R.S. 9-956. Subsection A.)

The law no longer requires an audit by a certified public accountant; however the audit cannot be done by a member of the Pension Fund Board of Trustees nor by a potential beneficiary of the pension fund. It must be done by an outside source.

REPORTING REQUIREMENTS

**A COPY OF THIS REPORT AND A COPY OF THE ANNUAL AUDIT SHALL BE SENT TO:
(A.R.S. 9-956, Subsection C).**

Office of the State Fire Marshal, 1110 West Washington, Suite #100, Phoenix, Arizona 85007.

If the annual pension fund report is not received by the state fire marshal by the CLOSE OF BUSINESS ON January 31, 2013 the participating fire district is not eligible to receive its share of fire insurance premium tax monies under section 9-952. A.R.S. 9-956, (D).

Cottonwood Volunteer Fire Department Retirement Trust

Statement of Fund Balances
For the plan year ending June 30, 2011

Assets:

Cash	LPL Cash Account	50,790.57
	Am Funds Money Market	600.00
	City Account	-7,989.56
	Accrued 457/ER Contribution	<u>606.65</u>
	Total Cash	44,007.66

Investments

Alger Institutional Fund	4,607.49
Artisan Funds Inc Small Cap	4,252.19
Columbia Funds Marsico Growth Fund	14,240.87
Columbia Recovery & Infrastructure	7,338.05
First Eagle Funds Inc Global Fund	8,055.70
Ivy Funds Global Natural Resource	10,585.71
MFS Series Trust I Value Fund	17,116.87
Pimco Funds Pac Invnt Mgm	3,284.36
Pioneer Global High Yield	10,077.97
Ridgeworth Funds	7,771.64
Thornburg Invnt Tr Value Fund CL I	13,727.31
Wt Mutual Fund CRM Mid Cap Value Fund	9,275.67

Segregated Accounts for Fred Hayman

Am Funds Europacific Growth Fund	18,177.32
Am Funds Income Fund of America	<u>17,359.87</u>

Total Investments 145,871.05

Total Assets 189,878.71

Liabilites and Equities

Participant's Equities 189,878.71

Total Liabilities and Equities 189,878.71

Cottonwood Volunteer Fire Department Retirement Trust

*Statement of Fund Balances
For the plan year ending June 30, 2012*

Market Value of Account, June 30, 2011 194,286.99

Adjustments:

Premium Tax Contributions/Company Cont.	22,391.46
Employee Contributions	0.00
Employer Contributions	1,006.15
457 Def Comp Contributions	3,212.38
Distributions	<u>-7,980.61</u>

Total Adjustments 18,629.38

Balance 212,916.37

Market Value of Account, June 30, 2012 189,878.71

Net Change in Value -23,037.66

Summary of Changes

Income:		
Interest and Dividends	5,050.00	
Other Income	<u>0.00</u>	
Total Income		5,050.00

Expense:		
Fees	-4,035.44	
Taxes to IRS	<u>0.00</u>	
Total Expense		-4,035.44

Market Value Changes:		
Realized Gains(losses)	0.00	
Unrealized Gains(losses)	<u>-24,052.22</u>	
Total Change in Market Value		<u>-24,052.22</u>

Net Change in Value -23,037.66

COTTONWOOD FIRE DEPARTMENT ALTERNATE PENSION & BENEFIT PLAN
 STATEMENT OF ACCOUNTS
 For the Period 07/01/11 to 06/30/12

Name		Begin					End	Years	Vest	Vested	
Account	ST	Balance	Units	Contributions	Earnings	Forfeitures	Payouts	Balance	Service	%	Balance
ALTHEIDE, ERIC											
COMPANY	N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00%	0.00
EE ACCT		0.00		0.00	0.00	0.00	0.00	0.00		100.00%	0.00
ER ACCT		16.25		121.00	-2.24	0.00	0.00	135.01		0.00%	0.00
457 DEF COMP		16.25		121.00	-2.24	0.00	0.00	135.01		100.00%	135.01
TOTAL		32.50		242.00	-4.48	0.00	0.00	270.02			135.01
BISHOP, TIM											
COMPANY	IS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
EE ACCT		0.00		0.00	0.00	0.00	0.00	0.00		100.00%	0.00
ER ACCT		0.00		5.00	0.00	0.00	0.00	5.00		0.00%	0.00
457 DEF COMP		0.00		5.00	0.00	0.00	0.00	5.00		100.00%	5.00
TOTAL		0.00		10.00	0.00	0.00	0.00	10.00			5.00
BOYD, JUDY											
COMPANY	A	1,710.54	0.00	0.00	-235.90	0.00	0.00	1,474.64	10.00	100.00%	1,474.64
EE ACCT		85.02		0.00	-11.72	0.00	0.00	73.30		100.00%	73.30
ER ACCT		141.93		17.44	-19.57	0.00	0.00	139.80		100.00%	139.80
457 DEF COMP		113.85		34.88	-15.70	0.00	0.00	133.03		100.00%	133.03
TOTAL		2,051.34		52.32	-282.89	0.00	0.00	1,820.77			1,820.77
GARCIA, NIC											
COMPANY	IS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
EE ACCT		0.00		0.00	0.00	0.00	0.00	0.00		100.00%	0.00
ER ACCT		0.00		57.75	0.00	0.00	0.00	57.75		0.00%	0.00
457 DEF COMP		0.00		115.50	0.00	0.00	0.00	115.50		100.00%	115.50
TOTAL		0.00		173.25	0.00	0.00	0.00	173.25			115.50
GUTH, SEAN											
COMPANY	IS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
EE ACCT		0.00		0.00	0.00	0.00	0.00	0.00		100.00%	0.00
ER ACCT		0.00		39.60	0.00	0.00	0.00	39.60		0.00%	0.00
457 DEF COMP		0.00		39.60	0.00	0.00	0.00	39.60		100.00%	39.60
TOTAL		0.00		79.20	0.00	0.00	0.00	79.20			39.60
GEORGE, BRANDON											
COMPANY	N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00%	0.00
EE ACCT		0.00		0.00	0.00	0.00	0.00	0.00		100.00%	0.00
ER ACCT		50.46		85.80	-6.96	0.00	0.00	129.30		0.00%	0.00
457 DEF COMP		50.46		85.80	-6.96	0.00	0.00	129.30		100.00%	129.30
TOTAL		100.92		171.60	-13.92	0.00	0.00	258.60			129.30
HAYMAN, FRED (SEG)											
COMPANY	R	36,883.98	0.00	0.00	-1,872.79	0.00	0.00	35,011.19	15.00	100.00%	35,011.19
EE ACCT		417.97		0.00	0.00	0.00	0.00	417.97		100.00%	417.97
ER ACCT		107.81		0.00	0.00	0.00	0.00	107.81		100.00%	107.81
457 DEF COMP		0.00		0.00	0.00	0.00	0.00	0.00		100.00%	0.00
TOTAL		37,409.76		0.00	-1,872.79	0.00	0.00	35,536.97			35,536.97

COTTONWOOD FIRE DEPARTMENT ALTERNATE PENSION & BENEFIT PLAN
STATEMENT OF ACCOUNTS
For the Period 07/01/11 to 06/30/12

Name		Begin					End		Years	Vest	Vested
Account	ST	Balance	Units	Contributions	Earnings	Forfeitures	Payouts	Balance	Service	%	Balance
HARKEY, CODY											
COMPANY	V	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	0.00%	0.00
EE ACCT		0.00		0.00	0.00	0.00	0.00	0.00		100.00%	0.00
ER ACCT		663.92		48.13	0.00	-712.05	0.00	0.00		0.00%	0.00
457 DEF COMP		1,053.62		144.38	0.00	0.00	-1,198.00	0.00		100.00%	0.00
TOTAL		1,717.54		192.51	0.00	-712.05	-1,198.00	0.00			0.00
HELGESON, KELLY											
COMPANY	V	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
EE ACCT		0.00		0.00	0.00	0.00	0.00	0.00		100.00%	0.00
ER ACCT		129.53		164.86	0.00	-294.39	0.00	0.00		0.00%	0.00
457 DEF COMP		1,295.27		1,648.64	0.00	0.00	-2,943.91	0.00		100.00%	0.00
TOTAL		1,424.80		1,813.50	0.00	-294.39	-2,943.91	0.00			0.00
IHRMAN, TUCKER											
COMPANY	IS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
EE ACCT		0.00		0.00	0.00	0.00	0.00	0.00		100.00%	0.00
ER ACCT		0.00		5.00	0.00	0.00	0.00	5.00		0.00%	0.00
457 DEF COMP		0.00		50.00	0.00	0.00	0.00	50.00		100.00%	50.00
TOTAL		0.00		55.00	0.00	0.00	0.00	55.00			50.00
JAMES, IAN											
COMPANY	TB	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
EE ACCT		0.00		0.00	0.00	0.00	0.00	0.00		100.00%	0.00
ER ACCT		7.37		0.00	-1.02	0.00	0.00	6.35		0.00%	0.00
457 DEF COMP		73.66		0.00	-10.16	0.00	0.00	63.50		100.00%	63.50
TOTAL		81.03		0.00	-11.18	0.00	0.00	69.85			63.50
JOHNSON, BRADLEY											
COMPANY	TB	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
EE ACCT		0.00		0.00	0.00	0.00	0.00	0.00		100.00%	0.00
ER ACCT		10.79		0.00	-1.49	0.00	0.00	9.30		0.00%	0.00
457 DEF COMP		21.60		0.00	-2.98	0.00	0.00	18.62		100.00%	18.62
TOTAL		32.39		0.00	-4.47	0.00	0.00	27.92			18.62
MATSON, ROBERT											
COMPANY	TB	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
EE ACCT		0.00		0.00	0.00	0.00	0.00	0.00		100.00%	0.00
ER ACCT		16.25		15.00	-2.24	0.00	0.00	29.01		0.00%	0.00
457 DEF COMP		16.25		15.00	-2.24	0.00	0.00	29.01		100.00%	29.01
TOTAL		32.50		30.00	-4.48	0.00	0.00	58.02			29.01
MAXWELL, MATTHEW											
COMPANY	TB	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00%	0.00
EE ACCT		0.00		0.00	0.00	0.00	0.00	0.00		100.00%	0.00
ER ACCT		55.74		0.00	-7.69	0.00	0.00	48.05		0.00%	0.00
457 DEF COMP		55.74		0.00	-7.69	0.00	0.00	48.05		100.00%	48.05
TOTAL		111.48		0.00	-15.38	0.00	0.00	96.10			48.05

COTTONWOOD FIRE DEPARTMENT ALTERNATE PENSION & BENEFIT PLAN
STATEMENT OF ACCOUNTS
For the Period 07/01/11 to 06/30/12

Name		Begin					End			Years	Vest	Vested
Account	ST	Balance	Units	Contributions	Earnings	Forfeitures	Payouts	Balance	Service	%	Balance	
O'NEIL, SHAY												
COMPANY	IS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
EE ACCT		0.00		0.00	0.00	0.00	0.00	0.00		100.00%	0.00	
ER ACCT		0.00		5.00	0.00	0.00	0.00	5.00		0.00%	0.00	
457 DEF COMP		0.00		5.00	0.00	0.00	0.00	5.00		100.00%	5.00	
TOTAL		0.00		10.00	0.00	0.00	0.00	10.00			5.00	
RAMIREZ, CARSON												
COMPANY	IS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
EE ACCT		0.00		0.00	0.00	0.00	0.00	0.00		100.00%	0.00	
ER ACCT		0.00		5.00	0.00	0.00	0.00	5.00		0.00%	0.00	
457 DEF COMP		0.00		97.75	0.00	0.00	0.00	97.75		100.00%	97.75	
TOTAL		0.00		102.75	0.00	0.00	0.00	102.75			97.75	
PENNINGTON, JEFFREY												
COMPANY	TB	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
EE ACCT		0.00		0.00	0.00	0.00	0.00	0.00		100.00%	0.00	
ER ACCT		0.63		0.00	-0.09	0.00	0.00	0.54		0.00%	0.00	
457 DEF COMP		1.27		0.00	-0.18	0.00	0.00	1.09		100.00%	1.09	
TOTAL		1.90		0.00	-0.27	0.00	0.00	1.63			1.09	
ORTIZ, EUGENE L.												
COMPANY	R	0.00	0.00	1,800.00	0.00	0.00	-1,800.00	0.00	25.00	100.00%	0.00	
EE ACCT		0.00		0.00	0.00	0.00	0.00	0.00		100.00%	0.00	
ER ACCT		0.00		0.00	0.00	0.00	0.00	0.00		100.00%	0.00	
457 DEF COMP		0.00		0.00	0.00	0.00	0.00	0.00		100.00%	0.00	
TOTAL		0.00		1,800.00	0.00	0.00	-1,800.00	0.00			0.00	
STOKES, ROBERT												
COMPANY	IS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
EE ACCT		0.00		0.00	0.00	0.00	0.00	0.00		100.00%	0.00	
ER ACCT		131.86		106.84	0.00	-238.70	0.00	0.00		0.00%	0.00	
457 DEF COMP		131.86		106.84	0.00	0.00	-238.70	0.00		100.00%	0.00	
TOTAL		263.72		213.68	0.00	-238.70	-238.70	0.00			0.00	
TASA, EUGENE L.												
COMPANY	R	0.00	0.00	1,800.00	0.00	0.00	-1,800.00	0.00	25.00	100.00%	0.00	
EE ACCT		0.00		0.00	0.00	0.00	0.00	0.00		100.00%	0.00	
ER ACCT		0.00		0.00	0.00	0.00	0.00	0.00		100.00%	0.00	
457 DEF COMP		0.00		0.00	0.00	0.00	0.00	0.00		100.00%	0.00	
TOTAL		0.00		1,800.00	0.00	0.00	-1,800.00	0.00			0.00	
VILLEGAS, CHRIS												
COMPANY	TB	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
EE ACCT		0.00		0.00	0.00	0.00	0.00	0.00		100.00%	0.00	
ER ACCT		4.26		0.00	-0.59	0.00	0.00	3.67		0.00%	0.00	
457 DEF COMP		4.26		0.00	-0.59	0.00	0.00	3.67		100.00%	3.67	
TOTAL		8.52		0.00	-1.18	0.00	0.00	7.34			3.67	

COTTONWOOD FIRE DEPARTMENT ALTERNATE PENSION & BENEFIT PLAN
 STATEMENT OF ACCOUNTS
 For the Period 07/01/11 to 06/30/12

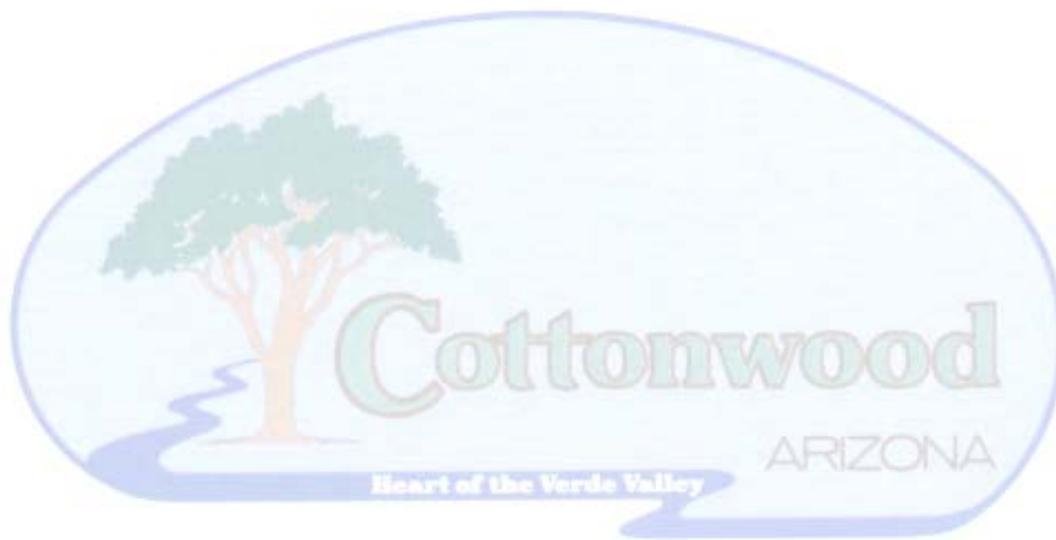
Name		Begin					End	Years	Vest	Vested	
Account	ST	Balance	Units	Contributions	Earnings	Forfeitures	Payouts	Balance	Service	%	Balance
VALEAN, PAUL											
COMPANY	TB	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
EE ACCT		0.00		0.00	0.00	0.00	0.00	0.00		100.00%	0.00
ER ACCT		11.25		20.00	-1.55	0.00	0.00	29.70		0.00%	0.00
457 DEF COMP		22.50		40.00	-3.10	0.00	0.00	59.40		100.00%	59.40
TOTAL		33.75		60.00	-4.65	0.00	0.00	89.10			59.40
WIATROLIK, PATRICK											
COMPANY	N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00%	0.00
EE ACCT		0.00		0.00	0.00	0.00	0.00	0.00		100.00%	0.00
ER ACCT		16.25		304.74	-2.24	0.00	0.00	318.75		0.00%	0.00
457 DEF COMP		32.50		609.48	-4.48	0.00	0.00	637.50		100.00%	637.50
TOTAL		48.75		914.22	-6.72	0.00	0.00	956.25			637.50
YUHAS, CRAIG											
COMPANY	IS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
EE ACCT		0.00		0.00	0.00	0.00	0.00	0.00		100.00%	0.00
ER ACCT		0.00		5.00	0.00	0.00	0.00	5.00		0.00%	0.00
457 DEF COMP		0.00		93.45	0.00	0.00	0.00	93.45		100.00%	93.45
TOTAL		0.00		98.45	0.00	0.00	0.00	98.45			93.45
SUSPENSE ACCOUNT											
COMPANY		150,936.07		18,791.46	-20,815.26	1,245.14	0.00	150,157.41			
TOTAL		150,936.07		18,791.46	-20,815.26	1,245.14	0.00	150,157.41			
CASE TOTALS											
COMPANY/PREM TAX		189,530.59	0.01	22,391.46	-22,923.95	1,245.14	-3,600.00	186,643.24			36,485.83
EE ACCT		502.99		0.00	-11.72	0.00	0.00	491.27			491.27
ER ACCT		1,364.30		1,006.16	-45.68	-1,245.14	0.00	1,079.64			247.61
457 DEF COMP		2,889.09		3,212.32	-56.32	0.00	-4,380.61	1,664.48			1,664.48
TOTAL		194,286.97		26,609.94	-23,037.67	0.00	-7,980.61	189,878.63			38,889.19

* 55 Yrs

To: Alternate Pension & Benefits Fund Board Members December 20, 2012
From: Rudy Rodriguez, Administrative Services General Manager & Board Secretary
Subject: Request by Fred L. Hayman

Attached is a request by Fred Hayman to withdraw all his contributions from the Trust. It is recommended that the board approve the issuance of a check to Mr. Hayman for all his contributions.

He has recent been asked to provide all the necessary forms to process this request through the City's payroll system.



12/10/2012

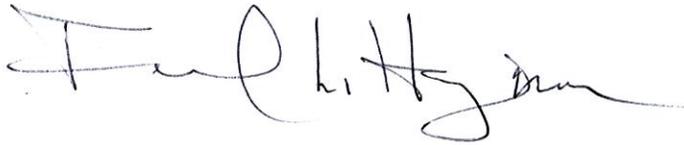
Fred L. Hayman
P.O. Box 991
Cottonwood, AZ 86326

Retirement Board of Directors
Chief Kirkendal
Cottonwood Fire Department
Cottonwood, Az

Dear Sirs:

Please have the Board of Directors direct Innes and Associates liquidate my account and send me the funds asap. I would like to have this completed before the beginning of the new year.

Sincerely

A handwritten signature in black ink, appearing to read "Fred L. Hayman". The signature is fluid and cursive, with a large initial "F" and "H".

Fred L. Hayman