City of Plainwell

Rick Brooks, Mayor
Todd Overhuel, Mayor Pro-Tem
Brad Keeler, Council Member
Roger Keeney, Council Member
Lori Steele, Council Member

"The Island City"

Department of Administration Services
211 N. Main Street
Plainwell, Michigan 49080
Phone: 269-685-6821
Fax: 269-685-7282
Web Page Address: www.plainwell.org

AMENDED AGENDA
City Council Meeting
Monday June 27, 2016
7:00 PM

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes/Summary –** 6/13/2016 Regular Meeting.
6. **General Public/County Commissioner Report**
7. **Agenda Amendments**
8. **Mayor's Report**
9. **Recommendations and Reports:**
   - **A. Community Center Request –**
     Council will consider a request from board members Tony Glass and Sharon Rowley to sell the operation/facility to Plainwell Community Schools.
   - **B. Special Event Permit 2016-010**
     Council will consider a special event permit from Faithway Church for a Vacation Bible School in Thurl Cook Park August 8th through 12th.
   - **C. 2015/2016 Budget Amendments**
     Council will consider approving the 2015/2016 budget amendments as submitted.
   - **D. Resolution 16-13 - Fines and Fees**
     Council will consider adopting the resolution 16-13 Fines and Fees.
   - **E. Resolution 16-14 – Miscellaneous Water Service Fees**
     Council will consider approving the proposed increase in fees for miscellaneous services.
   - **E1.Resolution 16-17 – Amend and Restate the City of Plainwell Flexible Benefits Plan**
     Council will consider approving a revision to the city's flexible benefits plan.
   - **F. Public Hearing 2016/2017 City Budget Adoption**
     Council will consider adopting Resolutions 16-15 General Appropriations and 16-16 Special & Operating Funds Appropriations for the 2016/2017 budget adoption.
10. **Communications:** The May 2016 DPS Report.
11. **Accounts Payable - *$74,980.74***
12. **Public Comments**
13. **Staff Comments**
14. **Council Comments**
15. **Adjournment**

Note: All public comment limited to two minutes, when recognized please rise and give your name and address

The Island City

Plainwell is an equal opportunity provider and employer

MINUTES
Plainwell City Council
June 13, 2016

1. Mayor Brooks called the regular meeting to order at 7:00 PM.

2. Invocation: Was given by Steve Smail of the Lighthouse Baptist Church.

3. Pledge of Allegiance was given by all present.

4. Roll Call: Present: Mayor Brooks, Mayor Pro-Tem Overhuel, Councilman Keeney, Councilman Keeler and Councilwoman Steele. Absent: None.

5. Approval of Minutes/Summary:
   A motion by Steele, supported by Overhuel, to accept and place on file the Council Minutes and Summary of the 06/08/2016 special meeting. On voice vote, all voted in favor. Motion passed.

6. General Public / County Commissioner:
   None.

7. Agenda Amendments:
   None

8. Mayor's Report
   Mayor Brooks said it was a privilege to recite the Pledge of Allegiance especially given recent tragedies locally and nationally.

9. Recommendations and Reports:

   A. **A motion by Steele, supported by Keeler to set a public hearing for June 27, 2016 at 7pm for consideration and adoption of the 2016/2017 Plainwell City Budget. On a voice vote, all in favor. Motion passed.**

10. Communications:
    A motion by Keeney, seconded by Steele to accept and place on file the 05/31/2016 Investment and Fund Balance Reports, the 2015 Annual Public Safety Report, the April 2016 DPS Report and the Many 2016 Water Renewal Report. On a voice vote, all in favor. Motion passed.

11. Accounts Payable:
    A motion by Keeler, supported by Keeney that the bills be allowed and orders drawn in the amount of $133,328.66 for payment of same. On a roll call vote, all in favor. Motion passed.

12. Public Comments
    Jim Turley, member of the DDA Board, spoke to the issue of parking in the Anderson Lot, specifically behind his new business, RW Eats at 137 E. Bridge St. He noted that the

congestion and minimal maneuvering space was at issue with the increased traffic with the new business. He noted that his building has recently been hit twice and that a delivery vehicle was recently damaged while in the lot. There is currently 18' between the back of his building to the nearest parking spot. He showed Council a plan to have the entrance to the parking lot off Anderson become a one-way entry (to the West) with angled parking in the row nearest to the E. Bridge buildings/businesses. Mr. Turley indicated that he'd talked with several of the E. Bridge property owners and had not received any negative feedback to the plan. The cost of the project is estimated at $1,100 and Mr. Turley offered to carry a "lion's share of the cost" if it would benefit the community. Mayor Brooks offered to make contact with the owner of Joe's Pizza. Chief Bomar has reviewed the proposal and noted the need for signage and handicap spots as part of the project. Council referred the proposal to the Administration and recommends all the business owners adjacent to the parking lot be notified and further recommended the project be added to the June 21, 2016 BRA-TIFA-DDA Meeting agenda.

State Representative Mary Whiteford provided Council an update on the recently approved State of Michigan budget that includes funding for firefighters, education and Detroit schools. She further noted recently passed legislation that affects local units as it relates to empty business buildings and the options before the Michigan Tax Tribunal. Finally, she noted an upcoming breakfast training opportunity for elected officials that will discuss topics such as internet services, Kalamazoo River issues and revenue sharing.

13. Staff Comments
Superintendent Pond updated Council on a building painting project.

ED Manager Siegel reported that the Master Plan draft was complete and would be considered at the June 15 Planning Commission meeting, in preparation for an August 22, 2016 public hearing. She updated Council on the Farmer's Market and a recent visit from the Michigan DNR related to the Sherwood Park restroom grant. Finally, she invited everyone to the RW Eats Grand Opening at 137 E. Bridge on Thursday June 16, 2016 at 4pm.

Chief Bomar reported that he was heavily involved in cooperating with multiple agencies for a Tuesday June 14, 2016 memorial bike ride through Plainwell commemorating the June 7, 2016 bike accident victims. He noted there would be traffic delays during the event on Douglas, South Main, East Bridge and Sherwood – primarily between 7pm and 9pm.

Treasurer Kelley reported that he is working on wrapping up the budget, starting the audit and keeping the victims in Kalamazoo and Orlando in his thoughts.

City Manager Wilson noted that Tony and Sharon from the Plainwell Community Center would be invited to the June 27, 2016 meeting to discuss options for the future of the center and the building that the city owns.

14. Council Comments:
None

15. Adjournment:

A motion by Steele, supported by Overhuel to adjourn the meeting at 7:44 PM. On voice vote, all voted in favor. Motion passed.

Minutes respectfully
Submitted by,
Brian Kelley
Deputy City Clerk/City Treasurer

SUMMARY
Plainwell City Council
June 13, 2016

1. Mayor Brooks called the regular meeting to order at 7:00 PM.

2. Invocation was given by Steve Smail of Lighthouse Baptist Church.

3. Pledge of Allegiance was given by all present.

4. Roll Call: Present: Keeney, Keeler Steele, Overhuel, and Brooks. Absent: None

5. Approved Minutes/Summary of 06/08/2016 special meeting.

6. Set a Public Hearing for June 27, 2016 at 7pm to consider the 2016/2017 Plainwell City Budget.

7. Accepted and placed on file the 05/31/2016 Investment and Fund Balance Reports, the 2015 Annual Public Safety Report, the April 2016 DPS Report and the May 2016 Water Renewal Report.

8. Approved Accounts Payable for $133,328.66

9. Referred a proposal to update parking in the Anderson Lot to the Administration and the DDA Board.

10. Adjourned the meeting at 7:44 pm.

Submitted by,
Brian Kelley
Deputy City Clerk/City Treasurer

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Allegan County Board of Commissioners

County Services Building
3283 – 122nd Avenue
Allegan, MI 49010
269-673-0203 Main Office
269-686-5331 Main Fax
http://www.allegancounty.org

Mark DeYoung, Chairman
Dean Kapenga, Vice Chairman

DISTRICT 1
Dean Kapenga
616-218-2599
dkapenga@
allegancounty.org

DISTRICT 2
Jim Storey
616-848-9767
jstorey@
allegancounty.org

DISTRICT 3
Max R. Thiele
269-673-4514
mthiele@
allegancounty.org

DISTRICT 4
Mark DeYoung
616-681-9413
mdeyoung@
allegancounty.org

DISTRICT 5
Tom Jessup
269-637-3374
tjessup@
allegancounty.org

DISTRICT 6
Jon C. Campbell
269-694-4632
jcampbell@
allegancounty.org

DISTRICT 7
Don Black
269-792-6446
dblack@
allegancounty.org

BOARD OF COMMISSIONERS MEETING – AGENDA

Thursday, June 23, 2016 – 1PM
Board Room – County Services Building
9:00AM

1. Central Dispatch-Safety Radio Project Authorize Signatures ***(Authorize Rob Sarro to negotiate the central dispatch capital plan with Motorola system, consistent with the recommendation of the steering committee and 911 policy board, review approval of county's legal counsel, financial advisor and project consultant, not to exceed $9,000,000.00; Tabled till June 29, 2016 at 5:00pm; passed unanimously)***
2. Compensation Study ***(The County shall utilize the report as data in the development of multi-year plans and budget and the report in and of itself does not confirm a new position classification or a new salary range and the County may choose to implement part or all of the report; passed unanimously)***
3. Project Planning Continues ***(Discussion)***
4. Administrative Update ***(Discussion)***

1PM **CALL TO ORDER:**
ROLL CALL:
OPENING PRAYER: Commissioner Mark DeYoung
PLEDGE OF ALLEGIANCE:
COMMUNICATIONS: None
APPROVAL OF MINUTES: None
PUBLIC PARTICIPATION:
ADDITIONAL AGENDA ITEMS:
APPROVAL OF AGENDA:
PRESENTATIONS:
Special Recognition—Sheriff Blaine Koops ***(Recognized 7 employees for various services)***
PROCLAMATIONS:
INFORMATIONAL SESSION:

1. Judge Buck—Probate Court ***(filings 18% overall increased, mental health filings 29% guardianship 34%; 521 filings in 2015 and 712 in 2015)***

CONSENT ITEMS:

1. Motion to approve of claims paid and to incorporate into proceedings of the Board (6/17/16 & 6/24/16) ***($982,045.08, $404,977.67 passed unanimously)***

ACTION ITEMS:

1. Facilities Management—additional capital appropriation for Parking Lot Repairs & Sealcoating (144-341) ***(Approve additional appropriation $7,245 to make necessary repairs to the Courthouse and Human Services parking lots for total of $12,590- replace 2 catch basins, crack fill sealcoat and re-stripe; passed 5-1 Thiele)***

2. Sheriff's Department—apply/accept FY2016 Michigan Department of Corrections Comprehensive Community Corrections Grant (144-561) ***(Renew Grant $63,584 to continue GED, Methamphetamine Diversion and Work Crew programs; passed unanimously)***
3. Commercial Appraisal services with Kent County ***(Not to exceed $30,000, Brenda Ritchie Deputy Director on site-evaluating replacing Joel; passed unanimously)***
4. Parks—additional capital additional appropriation for Drinking Fountains (144-364) ***(Replace 4-existing drinking fountains at Gun Lake, West Side, Dumont and Littlejohn and a new one at Littlejohn, replacing concrete slabs and make them ADA standards; passed 5-1 Thiele)***
5. Rescind approve capital additional appropriation/Crash Mapping Field Survey Equipment (143-383B) ***(Previous action of June 12, 2016 $4,239 was appropriated the whole project came in higher than budgeted bringing the project to $31,239. A more qualified vendor to purchase the equipment bringing the project under budget has been found; passed unanimously)***
6. Sheriff's Department—approve Taser Replacement Plan (145-313) ***(Upgrade to the extent 5-13 year old 45 Tasers $100,000; passed unanimously)***

DISCUSSION ITEMS:

1. Emergency Management—2007 Homeland Security Grant Prime Mover Vehicle (139-016) ***(Purchase a F350 Ford Truck. Plainwell is willing to accept the terms of the agreed. In addition Allegan County Emergency Management and Plainwell Public Safety has developed a "Vehicle Use Policy" for County and City Employees; passed unanimously)***

ROUND TABLE:

- District-1-Dean Kapenga-***(Nothing)***
- District-2-Jim Storey-***(Late)***
- District-3-Max R. Thiele-***(Nothing)***
- District-4-Mark DeYoung-***(Attending NAcO in California to receive a reward for Allegan Count***
- District-5-Tom Jessup-***(West Side Park is beautiful and being used)***
- District-6-Jon C. Campbell-***(Absent)***
- District-7-Don Black ***(We need 3- members for the Commission on Aging)***

Commitment

You don't get uphill by accident. You must be deliberate, consistent, and willful.
-Luke Jackson

District #7 Commissioner (616) 920-2875 Don Black Synopsis-June 23, 2016
(Comments in italics are my opinions and interpretation of the Commission meeting and actions)

ADJOURNMENT: Thursday, July 17, 2016, 1PM @ **BOARD ROOM – COUNTY SERVICES BUILDING, COUNTY SERVICES COMPLEX**.

PAID
JUN 21 2016
CITY OF PLAINWELL

Permit No:_____

Please complete this application to request a special event permit. Applications are processed in 21-30 days. If the application is approved, a permit will be mailed to the applicant. If the application is not approved, the applicant will be notified by phone. There is a $5.00, non-refundable, administrative processing fee.

Applicant Information:

Sponsoring Organization: FaithWay Church

Contact Name: Anthony Dear

Email: anthonyddear@gmail.com

Address: 954 Gainder Rd. Plainwell/49080

Daytime Phone: 685-1920

Evening Phone: 269-685-1925

Event Information:

Type of Event:
BIBLE SCHOOL Aug 8-12

Describe in Detail the Activities Planned:
Small wooded stage / Family Bible Lessons / Yard games / Snacks

Location in Which Event will be Held:
Thurl Cook Park

	Date	Time	Day of Week
Setup	Aug 8-12	5:00	Mon-Fri
Event Starts		6:30	
Event Ends		8:00	
Dismantle		9:00	

We will be @ the park from 5:30-9:00 each night! Using field and Pavillion.

Number of People Expected to Attend the Event:
50-60 kids

Event Details:

Faith Way

Is event sponsored by a nonprofit organization? YES ☑ NO ☐

Will participants or spectators be charged an admission fee? YES ☐ NO ☑

Will there be alcohol for sale? YES ☐ NO ☑

Will there be food for sale? YES ☐ NO ☑

Will there be merchandise for sale? YES ☐ NO ☑

Will there be a vendor participation fee? YES ☐ NO ☑

Do you have insurance? YES ☑ NO ☐

Will any items be distributed? prizes for games YES ☑ NO ☐

Will the event be advertised? If so, how? paper / facebook YES ☑ NO ☐

Does the event require on-site security? YES ☐ NO ☑

Does the event require on-site medical service? YES ☐ NO ☑

Does the event require street closure? If so, indicate route YES ☐ NO ☑

Do you plan to have sound amplification? for a band to do music YES ☑ NO ☐

Is electrical power required (for sound amplification, lighting, etc)? YES ☑ NO ☐

If yes, please show items on a site plan and describe how power is to be provided.

__/__ Portable generator

_____ PGE temporary power service

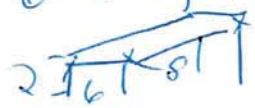
_____ Other, please describe

Tents or Structures

Are you installing or constructing any structures, including buildings, climbing structures, stages, tents, canopies, etc.? YES ☑ NO ☐

If yes, please show structures on a site plan (attach). Also, please describe type, size and number of structures.

A small 2 ft high / 8 x 6 stage!



Permittees shall be responsible for the procurement of and payment for any electrical energy used during the event.

Permittees are responsible for cleaning and restoring the site after the event. The cost of any employee overtime incurred because of a permittee's failure to clean and/or restore the site following the event will be borne by the permittee.

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief and I have read, understand, and agree to abide by the rules and regulations and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager

****Office Use Only****

Permit Approved: YES NO Erik Wilson, City Manager
Name and Title:
Comments:

As the applicant, I hereby agree to abide by the terms set forth in this application and the ordinances of the City of Plainwell. I understand the failure to do so may lead to the cancellation of the event, or the denial of future permit applications.

✓ **Yes, I agree to the above terms** _____ **No, I do not agree to the above**

Send this application to:

The City of Plainwell
141 N. Main Street
Plainwell, MI 49080

HOLD HARMLESS AGREEMENT

Title of Event: Fun in the Sun Date of Event: Aug 8-12

Name of Applicant: Faith Way Church Anthony Vear

Address: 954 Grayder Rd Plainwell Phone: 685-1925

Name of Event Sponsor: Faithway Church

Address: 798 E. Bridge St. Phone: 269-685-1925

HOLD HARMLESS AGREEMENT

This special event applicant or designee of the sponsoring organization(s) (hereafter called "permittee") agrees to reimburse the City of Plainwell (hereafter called "City") for all loss incurred by it in repairing or replacing damage to City property proximately caused by the permittee, its officers, employee, agents, monitors, or any other persons attending or forming the special event who were, or should have been, under the permittee's control. Persons who merely attend or join in a special event are not considered by that reason alone to be "under the control" of the permittee.

The permittee further agrees to defend without costs, indemnify, and hold harmless the City, its officers, agents, and employees from any liability to any persons, damages, losses, or injuries arising out of or alleged to arise out of the permitted event, which was proximately caused by the actions of the permittee, its officers, employees, agents, including monitors, or any other persons attending or joining in the event who were, or reasonably should have been under the control of the permittee. Persons who merely attend or join in an event are not considered by that reason alone to be "under the control" of the permittee.

I understand and agree to comply with all the terms of the above Hold Harmless Agreement if my application has been approved and all special conditions and required advance payment have been met.

Signature of Permittee(s) _____ Date: 6-19-16

_____ Date: 6-19-16

Signature of Officer of Sponsoring Organizations: _____ Date: 6-19-16

Title: Pastor Anthony Vear

I declare under penalty of perjury that the information provided in this application is correct.

Signature of Applicant: _____ Date: 6-19-16

AFFIDAVIT OF APPLICANT (TO BE COMPLETED BY ALL APPLICANTS)

"The Island City"

MEMORANDUM

211 N. Main Street
Plainwell, Michigan 49080
Phone: 269-685-6821
Fax: 269-685-7282

TO: Erik J. Wilson, City Manager

FROM: Brian Kelley, City Treasurer BK

DATE: June 27, 2016

SUBJECT: Budget Amendment – Fiscal Year 2015/2016

ACTION RECOMMENDED: The City Council approve a budget amendments for the 2015/2016 budget to recognize several known projects affecting use of fund balance and shifted appropriations.

In reviewing the financial records for this current fiscal year, there have been several projects undertaken that require budget amendments to recognize either the use of fund balance or re-allocated appropriations. The budget amendments proposed that impact fund balance are summarized below:

General Fund – Increase Budgeted Expenditures by $10,000 to recognize a Solid Waste Fund subsidy to cover costs there.

Major Streets Fund – Decrease Budgeted Expenditures by $10,000 to account for less required support for the Local Streets Funds.

Local Streets Fund – Decrease Budgeted Revenues by $10,000 to account for reduced costs incurred during the year requiring less support from the Major Streets Fund.

Solid Waste Fund – Increase Budgeted Revenues by $10,000 to account for a subsidy transfer from the General Fund.

Fire Reserve Fund – Increase Budgeted Expenditures by $105,000 to account for a previously approved purchase of a used fire truck.

Revolving Loan Fund – Increase Budgeted Expenditures by $6,900 to account to additional loans approved during the year, based on additional funds availability.

TIFA District – Increase Budgeted Expenditures by $500 to account for additional services provided to the District during the year.

Each of these projects and re-prioritizations were reviewed by the Department Heads and the City Manager and many of them were discussed and/or approved at Council meeting. It is recommended these amendments be approved for inclusion in the 2015/2016 Amended Budget.

Attachment: Budget Amendment Listing

CITY OF PLAINWELL
PROPOSED BUDGET AMENDMENTS
JUNE 2016

GL NUMBER	DESCRIPTION	2015-2016 AMENDED BUDGET	PROPOSED INCREASE/DECREASE	IMPACT ON FUND BALANCE
101-000-965.083	Transfer to Solid Waste	-	10,000.00	
101-101-900.000	Printing & Publishing	4,700.00	(400.00)	
101-101-930.000	Rep & Maint Outside Services	150.00	(150.00)	
101-101-930.050	Computer Services	350.00	(300.00)	
101-101-956.000	Miscellaneous	100.00	(100.00)	
101-101-960.000	Education & Training	300.00	(300.00)	
101-101-962.000	Association Memberships	2,800.00	(220.00)	
101-191-712.000	Professional Fees - Elect Inspectors	4,000.00	(3,650.00)	
101-191-930.000	Rep & Maint Outside Services	1,200.00	(500.00)	
101-200-715.000	Health Insurance	59,875.00	(3,267.00)	
101-200-727.000	Office Supplies	5,500.00	(3,700.00)	
101-200-801.015	Prof Serv-Union Attorneys	1,000.00	(1,000.00)	
101-200-850.000	Communications	7,500.00	(2,400.00)	
101-209-730.000	Postage	1,500.00	(466.00)	
101-265-930.000	Rep & Maint Outside Services	19,000.00	9,500.00	
101-301-706.000	Part Time Wages	70,027.00	(9,100.00)	
101-301-715.000	Social Security	43,174.00	(1,900.00)	
101-301-740.000	Operating Supplies	8,700.00	(4,500.00)	
101-301-801.013	Prof Serv/Prosecuting Attorney	6,500.00	(3,000.00)	
101-301-940.00	Equipment Rental	42,300.00	(5,475.00)	
101-301-960.000	Education & Training	4,500.00	(1,025.00)	
101-691-940.000	Equipment Rental	24,000.00	22,000.00	
101-774-706.005	Part Time Wages - Seasonal Workers	-	5,000.00	
101-775-703.000	Full Time Wages	3,149.00	5,500.00	
101-779-706.000	Part Time Wages	973.00	(160.00)	
101-779-930.000	Rep & Maint Outside Services	3,600.00	(3,290.00)	
101-801-801.013	Prof Services/Attorney	2,000.00	(2,000.00)	
101-801-930.000	Rep & Maint Outside Services	2,200.00	(1,850.00)	
101-801-960.000	Education & Training	1,300.00	(1,000.00)	
101-890-925.000	Street Lights	35,900.00	(1,700.00)	
101-970-971.000	Capital Purchase	-	9,453.00	10,000.00
202-000-965.060	Transfer to Local Street	10,000.00	(10,000.00)	(10,000.00)
203-000-676.050	Transfer from Major Streets	10,000.00	(10,000.00)	(10,000.00)
227-000-676.010	Transfer from General Fund	-	10,000.00	10,000.00
250-970-971.000	Capital Purchase	-	105,000.00	105,000.00
297-000-800.000	Loan Payments - Business	24,000.00	6,900.00	6,900.00
450-000-706.000	Part Time Wages	-	500.00	
450-000-930.000	Rep & Maint Outside Services	550.00	5,500.00	
450-970-972.000	Contracted Services	5,500.00	(5,500.00)	500.00

City of Plainwell
Resolution 16-13

WHEREAS, the Plainwell City Council has reviewed the various fees and fines currently levied by the City; **IT IS, HEREBY, RESOLVED THAT effective July 1, 2016 the following fees and fines shall be in effect:**

Basic Reports (UD10) (NFRS 1)	$5.00 per request
Other Reports	Based on Search and Copy Time
Pre-liminary Alcohol Breath Test	$10.00 per request
Bail / Bond Administration Fee	$10.00 per request
Fingerprints **(Ink only)**	$10.00 per request
Sex Offender Registration Fee	$50.00 per registration
Car wash turn on fee	$15.00 per request
Street Opening Permit	$15.00 per request
Parking Permit	$25.00 per request

Subpoena and/or Witness Compensation:

½ Day	$12.50
Full Day	$25.00

Parking Fines:

Lots	$10.00 per violation
Prohibited	$10.00 per violation
Wrong Side	$10.00 per violation
Double	$10.00 per violation
30’ Stop Sign	$10.00 per violation
15’ Hydrant	$15.00 per violation
On Street - 2 - 5 am	$10.00 per violation
Other:	$10.00 per violation

Parking Fines shall triple if fine not paid within ten (10) calendar days.

Door-Door Sales:

less than 1 month	$10.00 per application
one month	$50.00 per application
three months	$100.00 per application
six months	$175.00 per application
annual	$350.00 per application

Insufficient Funds Checks	$20.00 per check

Notary

Residents	No charge
Non-residents	$5.00 per stamp/seal

Copies	$.25 per page
CD’s or DVD’s	$40.00
Digital Photos	$5.00 (3 x 5)
	$10.00 (8 x 10)

Faxed/Mailed Information Request	$1.00 per page

Mileage Reimbursement	per current IRS issued rate
Marriages:	$25.00
Applications:	
Zoning Permit Application	$5.00 per application
Act 198 Applications	$300.00 per application
Re-zoning Application	$200.00 per application
Variance Application	$100.00 per application
Special Use Application	$100.00 per application
Site Plan Review:	
Change of Use	$20.00 per review
Minor Review	$50.00 per review
Major Review	$50.00 plus cost of staff and consults per review
ZBA Appeals	$100.00 per application
Meter Fees	Based on meter size
¾”	$136.00
1”	$195.00
1 ½”	$830.00
2”	995.00
IPP Fees	As Set by Ordinance #274 to be charged annually
Permit Fees	$700.00 Significant Industrial Users
	$350.00 Non-significant Users

All other fees and costs will be handled in accordance with the Freedom of Information Act Policy as adopted by the City of Plainwell.

YES: Brooks, Overhuel, Keeler, & Steele

NO: None
ABSENT: Keeney

Resolution Declared Adopted – June 27, 2016

Brian Kelley, Deputy City Clerk

CERTIFICATE:

I the undersigned being the duly qualified Deputy Clerk of the City of Plainwell, Allegan County Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Plainwell, Michigan, at a regular meeting of the City Council held on the 27th day of June 2016.

Brian Kelley, Deputy City Clerk

Resolution 16-14
City of Plainwell

A RESOLUTION AMENDING FEES PERTAINING TO MISCELLANEOUS ACTIVITES ASSOCIATED WITH WATER SERVICE

WHEREAS, a periodic review should take place of miscellaneous service fees by the City to help defray operating and administrative costs; and

WHEREAS, the City of Plainwell is incurring more expense than the current charges cover due to our union contract which requires the City to pay a minimum of 3 hours at time and a half for answering a call out order, and

NOW, THEREFORE, BE IT RESOLVED by the Plainwell City Council of the City of Plainwell that the call out fee for after business hours shall be increased from $50 to $100 per incident.

BE IT FURTHER RESOLVED; that the service fee to turn water on and off per customer request will increase from $7.50 to $8.00 per incident.

BE IT FINALLY RESOLVED THAT that the fees cited in this resolution shall become effective July 1st, 2016; and

Resolution Declared Adopted: June 27, 2016.

YES: Brooks, Overhuel, Keeler, & Steele.
NO: Keeney
ABSENT: None

Resolution Declared Adopted – June 27, 2016

_____
Brian Kelley, Deputy City Clerk

Certificate:

I, Brian Kelley, Deputy City Clerk, do hereby certify the foregoing is a true and complete copy of a resolution adopted by the Plainwell City Council at a Regular Meeting held on June 27, 2016.

Resolution 16-17

TO AMEND AND RESTATE THE CITY OF PLAINWELL FLEXIBLE BENEFITS PLAN 501

The undersigned, City Council (the "Employer"), hereby adopt the following Resolution and direct that this Consent Resolution be entered in the minute books of the Employer.

WHEREAS, the Employer previously adopted a Code Section 125 Cafeteria Plan of the Internal Revenue Code of 1986, referred to as the Flexible Benefits Plan (Plan 501);

WHERERAS, Article XI of the Plan allows the Employer to amend the Plan;

WHEREAS, this amendment will include additional options of a Limited Purpose Flexible Spending account and a Health Savings Account.

WHEREAS, this amendment and restatement shall be effective as of July 1, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Plainwell City Council has hereby reviewed the attached amendment and does hereby approve the restatement and adoption of the amendment as set forth therein;

BE IT FURTHER RESOLVED, that the officers of the Employer are authorized and directed to take any and all action as may be necessary to effectuate this Resolution.

Yeas:
Nays:
Absent:

RESOLUTION DECLARED ADOPTED:

CERTIFICATION

As its Deputy Clerk, I Brian Kelley certify that this is a true and complete copy of a resolution adopted by the City Council of the City of Plainwell, Allegan County, Michigan, at a regular meeting held on.

Date:

Brian Kelley, Deputy Clerk

SECTION 125 FLEXIBLE BENEFIT PLAN
ADOPTION AGREEMENT

The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer:	CITY OF PLAINWELL
Address:	211 N MAIN ST PLAINWELL, MI 49080
Employer Identification Number:	38-6004724
Nature of Business:	GOVERNMENT
Name of Plan:	CITY OF PLAINWELL FLEXIBLE BENEFIT PLAN
Plan Number:	501

B. EFFECTIVE DATE

Original effective date of the Plan:	September 1, 1996
If Amendment to existing plan, effective date of amendment:	July 1, 2016

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

Length of Service:	First day of the month following 30 days of service.
Minimum Hours:	All employees with 20 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
Age:	Minimum age of 18 years.

D. PLAN YEAR

The current plan year will begin on July 1, 2016 and end on June 30, 2017. Each subsequent plan year will begin on July 1 and end on June 30.

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions:

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash.

Elective Contributions (Salary Reduction):

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

$25000.00 per plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. **AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

   American Fidelity Assurance Company Accident Only
   Aflac Accident, Hospital Indemnity, Personal Sickness & Specified Health Event
   US Health and Life
   Priority Health

   Eligibility Requirements for Participation, if different than Item C.

   US Health and Life: All employees with 40 hours of service or more each week
   Priority Health: All employees with 40 hours of service or more each week

2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

   N/A

   Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

   American Fidelity Assurance Company
   Aflac

   Eligibility Requirements for Participation, if different than Item C.

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

   Delta Dental
   VSP Vision

Eligibility Requirements for Participation, if different than Item C.

Delta Dental: All employees with 40 hours of service or more each week

VSP: All employees with 40 hours of service or more each week

5. **Group Life Insurance** which will be comprised of Group-term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

Madison National Life
American Fidelity Assurance Company

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, **may not** exceed $50,000.

Eligibility Requirements for Participation, if different than Item C.

Madison National Life: All employees with 40 hours of service or more each week

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - $ **0.00** per Plan Year

Maximum Contribution - $ **5000.00** per Plan Year

Recordkeeper: **American Fidelity Assurance Company**

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - $ **0.00** per Plan Year

Maximum Coverage - $ **2550.00** per Plan Year

Recordkeeper: **American Fidelity Assurance Company**

Restrictions: **N/A**

Grace Period: The provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan **are not** elected.

Carryover Provision: The provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan are elected.

HEART Act: The provisions in Section 8.08 of the Plan to permit the Qualified Reservist Distribution of the Heroes Earnings Assistance and Relief Tax Act (HEART) **are** elected.

Debit Card: The provisions in Section 8.05 of the Plan to permit the offer of the Debit Card with respect to the Medical Expense Reimbursement Plan **are** elected.

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts** – The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – **As designated by the employee and mutually agreed upon by the employer.**

Maximum Contribution – As indexed annually by the IRS.

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

Vision and Dental

Eligibility Requirements for Participation, if different than Item C.

a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii)

the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a $0.00 balance on the last day of the plan year).

c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of Michigan. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted this _____ day of _____, 20__.

CITY OF PLAINWELL
(Name of Employer)

Witness:_____ By:_____

Title:_____ Title:_____

APPENDIX A

Related Employers that have adopted this Plan

Name(s):
N/A

THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII
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SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I

PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II

DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

2.01	**Administrator**	The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).
2.02	**Beneficiary**	Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.
2.02A	**Carryover**	The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) five hundred dollars ($500), except that in no event may the Carryover be less than five dollars ($5).
2.03	**Code**	Internal Revenue Code of 1986, as amended.
2.04	**Dependent**	Any of the following: (a) Tax Dependent: A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and (d)(1)(B) thereof, and (ii) includes any child of the Participant to whom

Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

2.05	**Effective Date**	The effective date of this Plan as shown in Item B of the Adoption Agreement.
2.06	**Elective Contribution**	The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.
2.07	**Eligible Employee**	Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
2.08	**Employee**	Any person employed by the Employer on or after the Effective Date.
2.09	**Employer**	The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
2.10	**Employer Contributions**	Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
2.11	**Entry Date**	The date that an Employee is eligible to participate in the Plan.
2.12	**ERISA**	The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
2.13	**Fiduciary**	The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
2.14	**Health Savings Account**	A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
2.15	**HSA Trustee**	The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
2.16	**Highly Compensated**	Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
2.17	**High Deductible Health Plan**	A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
2.18	**HIPAA**	The Health Insurance Portability and Accountability Act of 1996, as amended.

2.19	**Insurer**	Any insurance company that has issued a policy pursuant to the terms of this Plan.
2.20	**Key Employee**	Any Participant who is a "key employee" as defined in Section 416(i) of the Code.
2.21	**Non-Elective Contribution**	A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
2.22	**Participant**	An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
2.23	**Plan**	The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
2.24	**Plan Year**	The Plan Year as specified in Item D of the Adoption Agreement.
2.25	**Policy**	An insurance policy issued as a part of this Plan.
2.26	**Preventative Care**	Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
2.27	**Recordkeeper**	The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
2.28	**Related Employer**	Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

SECTION III

ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

3.01 ELIGIBILITY: Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent.

Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:

(a) The date the Participant terminates employment by death, disability, retirement or other separation from service; or
(b) The date the Participant ceases to work for the Employer as an eligible Employee; or
(c) The date of termination of the Plan; or
(d) The first date a Participant fails to pay required contributions while on a leave of absence.

3.05 SEPARATION FROM SERVICE: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

3.06 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

SECTION IV

CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) Change in Status. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

(1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
(2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
(3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
(4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
(5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) Special Enrollment Rights. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f) or Section 2701(f) of the Public Health Service Act, then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that

the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

(c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.

(d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.

(e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.

(f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.

(g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.

(h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

(i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and

(ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.

(i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

(i) The Participant is eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan(as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and

(ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

(a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the

increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.

(b) Significant curtailment of coverage.

(i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.

(ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.

(c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.

(d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.

(e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.

4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.

4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.

4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

SECTION V

GROUP MEDICAL INSURANCE BENEFIT PLAN

5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.

5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.

5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.

5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.

5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.

5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.

5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

SECTION VI

DISABILITY INCOME BENEFIT PLAN

6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.

6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.

6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.

6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.

6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VII

GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.

7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.

7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.

7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.

7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.

7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VIII

MEDICAL EXPENSE REIMBURSEMENT PLAN

8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.

8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

8.03 TERMS, CONDITIONS, AND LIMITATIONS:

(a) Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

(b) Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.

(c) Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the ninetieth (90th) day following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.

(d) Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.

(e) Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.

(f) COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ('COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who

have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

(g) Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.

(h) Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.

(i) Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

(j) Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.

(k) Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:

- the date that is one year after the first day of the medically necessary leave of absence; or
- the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, "medically necessary leave of absence" means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating

physician of the dependent child to the Plan in order for the continuation coverage requirement to apply. The physician's certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

8.04 ELIGIBLE MEDICAL EXPENSES:

(a) (a) Eligible Medical Expense in General. The phrase 'Eligible Medical Expense' means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan. Further, notwithstanding the above, effective January 1, 2011, only the following drugs or medicines will constitute Eligible Medical Expenses:

(i.) Drugs or medicines that require a prescription;
(ii.) Drugs or medicines that are available without a prescription ("over-the-counter drugs or medicines") and the Participant or Dependent obtains a prescription; and
(iii.) Insulin.

(b) Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant's Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.

(c) Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).

(d) Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards ("Debit Cards") for reimbursement of Eligible Medical Expenses (other than over-the-counter drugs or medicines) under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply. However, beginning January 1, 2011, a Debit Card may not be used to purchase drugs or medicines over-the-counter.

(a) Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:

(i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.

(ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.

(b) Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.

(c) Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:

(i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.

(ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.

(iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.

(iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.

(v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.

(d) Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

8.06 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service

Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15th day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.

8.07 Carryover: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.

8.08 QUALIFIED RESERVIST DISTRIBUTIONS: Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

SECTION IX

DEPENDENT CARE REIMBURSEMENT PLAN

9.01 PURPOSE: The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.

9.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.

9.03 TERMS, CONDITIONS, AND LIMITATIONS:

(a) Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

(b) Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.

(c) For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be $250 per month in the case of one Dependent and $500 per month in the case of two or more Dependents.

(d) Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the ninetieth (90th) day following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.

(e) Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.

(f) Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.

(g) Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

(a) "Dependent" (for purposes of this Section IX) means any individual who is:

(i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or

(ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.

(b) "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:

(i) provides care for more than six individuals (other than individuals who reside at the facility);

(ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and

(iii) satisfies all applicable laws and regulations of a state or unit of local government.

(c) "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:

(i) incurred for the care of a Dependent of the Participant or for related household services;

(ii) paid or payable to a Dependent Care Service Provider; and

(iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

(d) "Dependent Care Service Provider" (for purposes of this Section IX) means:

(i) a Dependent Care Center, or

(ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

SECTION X

HEALTH SAVINGS ACCOUNTS

10.01 PURPOSE: If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.

10.02 BENEFITS: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.

10.03 TERMS, CONDITIONS AND LIMITATION:

(a) Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.

(b) Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.

10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.

10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not "employee welfare benefit plans" for purposes of Title I of ERISA.

SECTION XI

AMENDMENT AND TERMINATION

11.01 AMENDMENT: The Employer 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 Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.

11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XII

ADMINISTRATION

12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.

12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.

12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:

(a) General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.

(b) Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.

(c) Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.

12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.

12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.

12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.

12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.

12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.

(a) Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special

circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

(b) Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review , unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.

(c) Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Group Medical Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

(a) Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;

2. reference to the specific Plan provision on which the denial is issued;

3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and

4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.

(b) Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

(c) Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,

2. The specific Plan provision(s) on which the decision is based,

3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,

4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and

5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractor~~s~~ to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which ~~the~~ disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, "PHI" is "Protected Health Information" as defined in 45 CFR Section 160.103, which ~~is~~ means individually identifiable health information, except as provided in paragraph (2) of the definition of "Protected Health Information" in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XIII

MISCELLANEOUS PROVISIONS

13.01 INABILITY TO LOCATE PAYEE: If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

13.02 FORMS AND PROOFS: Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.

13.03 NO GUARANTEE OF TAX CONSEQUENCES: Neither the Administrator nor the Company makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.

13.04 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.

13.05 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.

13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.

13.07 CONSTRUCTION:

(a) Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.

(b) Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.

13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.

13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

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(i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or

(ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.

(b) "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:

(i) provides care for more than six individuals (other than individuals who reside at the facility);

(ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and

(iii) satisfies all applicable laws and regulations of a state or unit of local government.

(c) "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:

(i) incurred for the care of a Dependent of the Participant or for related household services;

(ii) paid or payable to a Dependent Care Service Provider; and

(iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

(d) "Dependent Care Service Provider" (for purposes of this Section IX) means:

(i) a Dependent Care Center, or

(ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

SECTION X

HEALTH SAVINGS ACCOUNTS

10.01 PURPOSE: If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.

SECTION XI

AMENDMENT AND TERMINATION

11.01 AMENDMENT: The Employer 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 Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.

11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XII

ADMINISTRATION

12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.

12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.

12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:

(a) General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.

(b) Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.

(c) Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

(b) Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review , unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.

(c) Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Group Medical Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

(a) Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;

5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractor~~s~~ to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which ~~the~~ disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.

13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

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Resolution 16-15
City of Plainwell
General Appropriations Act
Fiscal Year 2016-2017

WHEREAS, Public Act 621 of 1978 mandates a provision for expenditures of appropriations and disposition of revenues, and

WHEREAS, it is necessary to provide for a tax levy to fund the various appropriations, and

WHEREAS, it is necessary to provide for the implementation, operation and periodic amendment of this act,

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Plainwell having reviewed the proposed budget document finds that the total revenues and transfers necessary for operation of the General Fund in fiscal year 2016/2017 are as follows:

Property Taxes	$1,066,891
License/Permits	$26,500
State Shared Revenues	$384,998
Fines/Fees	$440,967
Interest/Rent	$47,338
Miscellaneous	$11,400
Fund Balance	$11,952
Transfers	$28,323
TOTAL;	**$2,021,769**

BE IT FURTHER RESOLVED THAT the City Council having reviewed the proposed budget hereby establishes Budget Control Activities and appropriates in the amount and for the purposes set forth as follows:

Transfers to Other Funds	$0
Legislative	$25,937
Elections	$26,498
Administrative	$399,618
Assessor/Board of Review	$21,260
Buildings & Grounds	$178,823
Public Safety / Police	$956,804
Public Safety / Fire	$131,677
Parks	$129,796
Flowers/Beautification	$40,175
Special Events	$11,157
Forestry	$7,423
Planning/Community Development	$48,888
Community Promotion	$35,600
Contributions to Other Agencies	$8,113
Capital Outlay	$0
TOTAL:	**$2,021,769**

BE IT FURTHER RESOLVED THAT the City Council, having reviewed the above revenues and expenditures and being advised that the City Assessor has certified the taxable value of all real and personal property in the City to be **82,406,152** (Renaissance zone not included) and the value of the property subject to the Industrial and Commercial Facilities tax to be **2,384,157,** hereby directs that the tax levy for 2016-2017 be set at 15.9729 which includes 14.6729 mills of the city's total authorized amount of 16.0000 mills for general operations and 1.3000 mills of the city's total authorized amount of 3.0000 mills for solid waste removal and further directs that the Treasurer prepare a tax roll and levy said taxes to be due and payable on July 1, 2016 for the purposes as shown in the proposed budget document.

BE IT FURTHER RESOLVED THAT no member of the City Council or employees of the City shall expend any funds or obligate the expenditure of any funds except pursuant to the appropriations act adopted by the City Council. Changes in the amount of any appropriation shall require approval of the City Council.

BE IT FURTHER RESOLVED THAT the City Manager is charged with the supervision and execution of the budget adopted under this general appropriations act and shall be responsible for the performance of the programs within the amounts appropriated by the City Council unless such amounts appropriated are amended.

BE IT FURTHER RESOLVED THAT this resolution is effective July 1, 2016.

This resolution is hereby adopted on this 27th day of June 2016 by the City Council of the City of Plainwell with the following YES and NO vote:

YES: Brooks, Steele, Keeler, & Overhuel
NO: Keeney
ABSENT: None

ATTEST: **CITY OF PLAINWELL:**

_____ _____

Brian Kelley, Deputy City Clerk **Richard Brooks, Mayor**

CERTIFICATION:

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Plainwell City Council, County of Allegan, State of Michigan, at a meeting held on June 27, 2016, the original of which is on file in the City Clerk's office and available to the public. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan of 1976 including in the case of a special or rescheduled meeting, notice by posting at least eight (18) hours prior to the time set for said meeting.

_____

Brian Kelley, Deputy City Clerk

Resolution 16-16
City of Plainwell
Special and Operating Funds Appropriations Act
Fiscal Year 2016-2017

WHEREAS, it is necessary to provide for the expenditure of appropriations and the disposition of revenues, and

WHEREAS, it is necessary to provide for tax levies and other charges to fund the various appropriations;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- That the City Council of the City of Plainwell having reviewed the proposed revenues, expenditures and unappropriated fund balances of the various special and operating funds hereby establishes Budget Control Activities and appropriates in the amounts and for the purposes set forth as follows:

Water Fund	$536,371
Sewer Fund	$1,472,146
Major Street Fund	$300,670
Local Street Fund	$257,633
Equipment Fund	$257,751
Tax Increment Finance Authority	$39,280
Fire Reserve Fund	$79,162
Airport Fund	$64,821
Solid Waste Fund	$161,590
Capital Improvement Fund	$73,634
Brownfield Redevelopment Authority Fund	$67,391
Downtown Development Authority Fund	$40,684
Other Post Employment Benefit Fund	$32,980
Revolving Loan Fund	$30,000

BE IT FURTHER RESOLVED THAT the Solid Waste Fund revenue includes special assessments to individual property owners for recycling and bulk pickup, and that the rates for this budget year are $29.50 for recycling and $19.50 for bulk pickup.

BE IT FURTHER RESOLVED THAT no member of the City Council or employee of the City shall expend any funds or obligate the expenditure of any funds except pursuant to the special and operating funds appropriations act adopted by the City Council. Changes in the amount of any appropriations shall require Council approval.

BE IT FURTHER RESOLVED THAT the City Manager is charged with the supervision of the budget adopted under the special and operating funds appropriations act and shall be responsible for the performance of the programs within the amounts appropriated by the City Council unless so amended.

BE IT FURTHER RESOLVED THAT this resolution is effective **July 1, 2016.**

This resolution is hereby adopted on this 27th day of June 2016 by the City Council of the City of Plainwell with the following YES and NO vote:

YES: Brooks, Steele, Keeler, & Overhuel
NO: Keeney
ABSENT: None

ATTEST: CITY OF PLAINWELL:

_____ _____

Brian Kelley, Deputy City Clerk **Richard Brooks, Mayor**

CERTIFICATION:

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Plainwell City Council, Allegan County, State of Michigan, at a meeting held on June 27, 2016, the original of which is on file in the City Clerk's office and available to the public. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan of 1976, including in the case of a special or rescheduled meeting, notice by posting at least eighteen (18) hours prior to the time set for said meeting.

_____

Brian Kelley, Deputy City Clerk

06/23/2016 INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL
POST DATES 06/27/2016 - 06/27/2016
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Vendor Code	Vendor Name / Invoice	Description	Amount
004780	LOSIEWSKI, LORI		
	004780	REFUND FROM FARMERS MARKET	10.00
TOTAL FOR: LOSIEWSKI, LORI			10.00
001645	ALEXANDER CHEMICAL CORPORATION **		
	SCL 10012566	ANNUAL PURCHASE OF CL2 AND SO2	(600.00)
	SCL 10013020	ANNUAL PURCHASE OF CL2 AND SO2	(800.00)
	SCL 10013187	CREDIT FOR RETURN	(200.00)
	SLS 10046801	DPW CHEMICALS	199.75
	SLS 10046804	ANNUAL PURCHASE OF CL2 AND SO2	1,534.00
TOTAL FOR: ALEXANDER CHEMICAL CORPORATION **			133.75
000035	APPLIED IMAGING		
	820559	6/13/16 - 7/12/16 CITY HALL COPIER	107.34
TOTAL FOR: APPLIED IMAGING			107.34
000002	AT&T - SBC		
	2016-06	5/14/16 - 6/13/16 DPW CENTRAL H20 DIALER	484.88
	2016-06 AIRPORT FUEL	5/14/16 - 6/13/16 AIRPORT FUEL PUMP	94.86
	2016-06 CITY DATA GA	5/14/16 - 6/13/16 CITY DATA GATE	105.01
	2016-06 DPW SECURITY	5/14/16 - 6/13/16 DPW SECURITY GATE	111.00
	2016-06 TRAINING DPS	5/14/16 - 6/13/16 DPS TRAINING ROOM	219.46
	2016-06 WR	5/14/16 - 6/13/16 WR PHONES	428.47
	2016-06DPS	5/14/16 - 6/13/16 DPS NON PUBLISHED #	126.46
TOTAL FOR: AT&T - SBC			1,570.14
000461	BOB'S HARDWARE		
	034897	IRRIGATION REPAIR	69.26
	034919	IRRIGATION REPAIR	43.54
	034926	IRRIGATION REPAIR	1.49
	035649	PELL PARK IRRIGATION	111.92
	035699	WR	118.94
	35216	MISC FOR FLAGS	9.06
TOTAL FOR: BOB'S HARDWARE			354.21
002780	BORGESS LIFE SUPPORT		
	2016-06	2016 LIFE SUPPORT CARDS	85.00
TOTAL FOR: BORGESS LIFE SUPPORT			85.00
000155	BRAVE INDUST FASTENERS**		
	132247	BANNERS	36.82
TOTAL FOR: BRAVE INDUST FASTENERS**			36.82
000028	CAMPBELL PHARMACY		
	2016-06	2016 GOLDEN TICKET PAYOUT	15.00
TOTAL FOR: CAMPBELL PHARMACY			15.00
002018	CDW-G		
	DJM1317	MONITOR FOR S. GLUCHOWSKI	193.66
TOTAL FOR: CDW-G			193.66
001925	CENTURYLINK		
	2016-05	MAY 2016 LONG DISTANCE	5.78
TOTAL FOR: CENTURYLINK			5.78
002116	CHARTER COMMUNICATIONS		

	2016-07 DPS/FIRE	6/19/16 - 7/18/16 DPS/FIRE INTERNET PHONE	510.31
TOTAL FOR: CHARTER COMMUNICATIONS			510.31
002890	CHEF CONTAINER LLC		
	374969	MONTHLY RECYCLING SERVICES PER CONTRACT	2,164.50
	375194	BULK PICKUPS PROVIDED BY CONTRACT	5,831.65
TOTAL FOR: CHEF CONTAINER LLC			7,996.15
000009	CONSUMERS ENERGY **		
	2016-05B	3/27/16 - 4/16/16 ELECTRIC	301.43
TOTAL FOR: CONSUMERS ENERGY **			301.43
000295	DAN NEESON		
	15/16 SHOE ALLOW	15/16 SHOE ALLOWANCE	161.01
TOTAL FOR: DAN NEESON			161.01
001415	DAN'S TREE SERVICE		
	002063	324 UNION ST/ 643 W BRIDGE ST TREE REMOVAL	900.00
TOTAL FOR: DAN'S TREE SERVICE			900.00
000157	DAVID RANTZ		
	15/6 SHOE ALLOW	15/16 SHOE ALLOWANCE	74.46
TOTAL FOR: DAVID RANTZ			74.46
002246	ELHORN ENGINEERING CO.		
	265074	CHEMICALS	780.00
TOTAL FOR: ELHORN ENGINEERING CO.			780.00
004262	ENVY OF PLAINWELL		
	2016-06	GOLDEN TICKET 2016	30.00
TOTAL FOR: ENVY OF PLAINWELL			30.00
002787	ESPER ELECTRIC		
	9179	CHECK DATA LINE IN CITY HALL	90.00
TOTAL FOR: ESPER ELECTRIC			90.00
000984	EVOQUA WATER TECHNOLOGIES LLC (SIEM		
	902653908	WR	300.00
TOTAL FOR: EVOQUA WATER TECHNOLOGIES LLC (SIEM			300.00
000038	FARM N GARDEN INC **		
	149942	RAILING	153.72
TOTAL FOR: FARM N GARDEN INC **			153.72
002650	FUEL MANAGEMENT SYSTEM PACIFIC PRID		
	1616701	PD/FIRE 6/15/16	554.14
TOTAL FOR: FUEL MANAGEMENT SYSTEM PACIFIC PRID			554.14
004241	GHD SERVICES INC		
	778140	CITY HALL/COMMON AREA UTILITIES/MAINTENANCE	1,208.70
TOTAL FOR: GHD SERVICES INC			1,208.70
000910	GRAINGER DIV OF W W**		
	3013143021	CREDIT	(600.00)
	9127806819	SAFETY CABINETS FOR ACID STORAGE/SAFETY INSPECTIC	770.00
	9127806827	SAFETY CABINETS FOR ACID STORAGE/SAFETY INSPECTIC	1,199.00
TOTAL FOR: GRAINGER DIV OF W W**			1,369.00
000104	HARDINGS MARKET #380		
	2016-06A	ADMIN BUDGET MEETING	3.19
TOTAL FOR: HARDINGS MARKET #380			3.19
001183	JAMES PELL		
	15/16 SHOE ALLOW	15/16 SHOE ALLOWANCE	132.12

TOTAL FOR: JAMES PELL			132.12
002301	JOYFUL CLEANING - SID TUBBS		
	727	JUNE 2016 CLEANING	964.00
TOTAL FOR: JOYFUL CLEANING - SID TUBBS			964.00
000113	KAR LAB INC **		
	606931	DPW SAMPLES	112.00
	607163	H20 SAMPLES	14.00
	607234	H20 SAMPLES	28.00
TOTAL FOR: KAR LAB INC **			154.00
000381	LAPHAM HEATING INC		
	977087	DPW AIR CONDITIONER	191.17
TOTAL FOR: LAPHAM HEATING INC			191.17
004206	MADISON NATIONAL LIFE INSURANCE CO		
	1215151	2016 JULY LIFE INS	96.05
TOTAL FOR: MADISON NATIONAL LIFE INSURANCE CO			96.05
000682	MAIN-TECH SERVICES INC		
	60517	ANNUAL PLANT AND LIFT STATION MAINTENANCE MISC.	647.00
TOTAL FOR: MAIN-TECH SERVICES INC			647.00
002133	MICHIGAN ECONOMIC DEVELOPERS ASSOC.		
	10832	2016 CERTIFIED BUSINESS PARK FEE	275.00
TOTAL FOR: MICHIGAN ECONOMIC DEVELOPERS ASSOC.			275.00
000014	MICHIGAN GAS UTILIITIES CORP.		
	2016-06	5/13/16 - 6/9/16 GAS BILLS	968.53
TOTAL FOR: MICHIGAN GAS UTILIITIES CORP.			968.53
001455	MODERNISTIC CARPET CLEANING CO		
	3584	POWER WASHING CLEANING OF GRIT RM UPPER/LOWEF	1,490.72
	3621	PAINTING INTERIOR OF GRIT BLDG	5,241.95
TOTAL FOR: MODERNISTIC CARPET CLEANING CO			6,732.67
000768	PLAINWELL ROTARY CLUB		
	2016-07	7/1/16 - 6/30/17 ANNUAL DUES	125.00
TOTAL FOR: PLAINWELL ROTARY CLUB			125.00
000010	RIDDERMAN & SONS OIL CO INC		
	20182	AIRPORT MOWING GAS 6/13/16	70.79
TOTAL FOR: RIDDERMAN & SONS OIL CO INC			70.79
001873	SCHANZ TIRE & AUTO SUPPLY INC.		
	130328	TRAILER TIRES & MOWER TIRES	236.00
	130351	TRAILER TIRES	50.00
TOTAL FOR: SCHANZ TIRE & AUTO SUPPLY INC.			286.00
002433	STANDARD ELECTRIC, CO.		
	1636999	WR	184.80
TOTAL FOR: STANDARD ELECTRIC, CO.			184.80
002402	STEENSMA LAWN & POWER EQUIPMENT		
	349589	DPW	330.26
	350886	CREDIT RETURNED BRAKE PAD	(60.84)
	351207	RETURN	(60.84)
	352140	PARTS	72.90
TOTAL FOR: STEENSMA LAWN & POWER EQUIPMENT			281.48
004771	THERMALTECH ENGINEERING		
	13308.10-0000001	DESIGN OF NEW WR HEATING LOOP	6,000.00
TOTAL FOR: THERMALTECH ENGINEERING			6,000.00

002642	WATERWAY LLC		
	16-0027	ANNUAL FIRE HOSE TESTING	2,502.50
TOTAL FOR: WATERWAY LLC			2,502.50
002418	WHITNEY ENTERPRISES INC		
	2016-06	STUMP GRINDING MAIN/HILL/HICKS/1ST/GILKEY	240.00
TOTAL FOR: WHITNEY ENTERPRISES INC			240.00
000947	WYOMING ASPHALT & PAVING INC.		
	1161	ASPHALT 6/4/16	46.80
TOTAL FOR: WYOMING ASPHALT & PAVING INC.			46.80

TOTAL - ALL VENDORS 36,841.72

INVOICE AUTHORIZATION

Person Compiling Report

I verify that to the best of my knowledge the attached invoice listing is accurate and the procedures in place to compile this invoice listing has been followed.

Insert Signature:

Digitally signed by Cheryl Pickett
DN: c=US, st=Michigan, l=Plainwell, o=City of Plainwell, ou=CoP, cn=Cheryl Pickett, email=cpickett@plainwell.org
Date: 2016.06.23 10:02:04 -04'00'

Brian Kelley, City Treasurer

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

Brian Kelley

Digitally signed by Brian Kelley
Date: 2016.06.23 14:37:56 -04'00'

Bryan Pond, Water Renewal Plant Supt.

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

Bryan Pond

Digitally signed by Bryan Pond
DN: c=US, st=Michigan, l=Plainwell, o=City of Plainwell, ou=CoP, cn=Bryan Pond, email=bpond@plainwell.org
Date: 2016.06.23 11:23:53 -04'00'

Bill Bomar, Public Safety Director

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

Bill Bomar

Digitally signed by Bill Bomar
Date: 2016.06.23 10:55:07 -04'00'

Rick Updike, Public Works Supt.

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

Rick Updike

Digitally signed by Rick Updike
DN: c=US, st=Michigan, l=Plainwell, o=City of Plainwell, cn=Rick Updike, email=rupdike@plainwell.org
Date: 2016.06.24 12:19:56 -04'00'

Erik J. Wilson, City Manager

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

06/23/2016

CHECK REGISTER FOR CITY OF PLAINWELL
CHECK DATE FROM 06/20/2016 - 07/01/2016

Check Date	Check	Vendor	Vendor Name	Description	Amount
Bank APPNC PNC Accounts Payable Checking					
06/20/2016	8483	000061	PETTY CASH	SNAP PETTY CASH REIMBURSEMENT	12.00
06/22/2016	8484	002699	GARY HERBERT, TREASURER	CD INTEREST THRU 06/19/2016	134.30
06/23/2016	8528	000053	POSTMASTER	TO MAIL NON-FLUSHABLE FLYERS	303.95
06/23/2016	8529	ALLEGAN TR	ALLEGAN COUNTY TREASURER	2016 SUMMER TAX PAPER	52.50
06/30/2016	375(E)	PNCCC	PNC BANK NA	JUNE 2016 PNC CC STATEMENT	2,680.27
07/01/2016	8530	000070	MML WORKERS COMP FUND	WORKERS COMP PREMIUM 07/01/2016-06/30/20	26,843.00
07/01/2016	8531	002668	BORGESS FOUNDATION	2016/2017 AMBULANCE SERVICE AGREEMENT	8,113.00

APPNC TOTALS:	
Total of 7 Checks:	38,139.02
Less 0 Void Checks:	0.00
Total of 7 Disbursements:	38,139.02

Off Cycle Payment Authorization

Brian Kelley, City Treasurer	Erik J. Wilson, City Manager
I verify that I have reviewed the off-cycle payments listed above and to the best of my knowledge the listing is accurate and complies with the City's purchasing policy.	**I verify that I have reviewed the off-cycle payments listed above and to the best of my knowledge the listing is accurate and complies with the City's purchasing policy.**
Insert Signature: Brian Kelley Digitally signed by Brian Kelley Date: 2016.06.23 14:35:50 -04'00'	Insert Signature:

PLAINWELL PUBLIC SAFETY

Police, Fire and Medical First Responder Services

MONTHLY REPORT
May 2016

Prepared by Director Bill G. Bomar

Plainwell Department of Public Safety

Scheduled Hours By Activity for May 2016

The categories listed below are based on law enforcement related activities and the hours that scheduled road patrol personnel spend in the 4 major areas.

	Total Hours	Percentage of Total Hours
TOTAL ROAD PATROL HOURS SCHEDULED FOR THE MONTH	**843**	

The Hours officers are scheduled for road patrol or other uniformed functions. These are fixed shifts which generally carry assigned duties.

Totals of all the below mentioned areas.

HOURS SPENT INVESTIGATING OR HANDLING CRIMINAL COMPLAINTS	**89**	**10.54%**

The Hours Scheduled for criminal investigations of complaints that are in violation of a criminal law that an individual could be arrested and jailed for.

Examples include: Burglaries, Robberies, Drunk Driving, All Sex Offenses, Alcohol Offenses, Larcenies, Etc.

HOURS SPENT INVESTIGATING OR HANDLING NON-CRIMINAL COMPLAINTS	**197**	**23.44%**

The Hours Scheduled for Calls for Service or Complaints that require investigation but are not criminal in nature.

Examples include: Auto Accidents, Accidental Fires, Traffic Citations, Property Inspections, Etc.

HOURS SPENT ON SUPPORT OR PERIPHERAL ACTIVITIES	**269**	**31.97%**

The Hours Scheduled for required duties however are not criminal or non-criminal in nature and are supporting functions.

Examples include: Report Writing, Court, Directed Patrol, Foot Patrol, On Duty Training, Transport of Paperwork to the Court, Evidence to the Crime Lab, Etc.

TOTAL UNOBLIGATED PATROL HOURS	**287**	**34.05%**

The Hours of Scheduled Road Patrol left over that officers are not assigned to an activity or working on a complaint.

Examples include: General Preventive Patrol, Building Security Checks, Etc.
Note: *This also includes any break time the officers take during their shift.*

TOTAL HOURS OBLIGATED TO DUTIES, COMPLAINTS, INVESTIGATIONS, ETC.	**556**	**65.95%**

It is recommended by the International Association of Chiefs of Police (IACP) that no more than 65% to 70% of an officers time on duty, be obligated to complaints, investigations, activities or assigned responsibilities. The rationale behind this is to assure that officers are available for emergencies without unreasonable delay and provide for preventive and traffic patrol duties.

Plainwell Department of Public Safety

Complaints/Activities for May 2016

ARRESTS

CUSTODIAL ARRESTS	11	*An individual taken into custody for a criminal offense and jailed for that offense.*
ARREST COUNTS	17	*Criminal complaints or cases cleared by the custodial arrest or issuance of a warrant(s).*

TRAFFIC ENFORCEMENT & CITATIONS

HAZARDOUS CITATIONS	12	*Uniform Law Citations issued by officers to individuals for moving traffic violations.(Drag racing, Speeding, etc.)*
NON-HAZARDOUS CITATIONS	7	*Uniform Law Citations issued by officers to individuals for NON-moving traffic violations. (Registration, Equipment, Etc.)*
DRUNK DRIVING CITATIONS	2	*This is an activity that we specifically monitor that would normally be considered a hazardous citation.*
PARKING CITATIONS	0	*Citations issued in violation of city ordinance. This would include Overnight Parking, Time Limitation Parking, etc.*
VERBAL WARNINGS	11	*Traffic enforcement where no citation was issued but warnings were given.*
TOTAL TRAFFIC CITATIONS/WARNINGS	32	

COMPLAINTS

ORIGINAL DISPATCH COMPLAINTS	214	*Complaints that are call in or the officer is dispatched to by Allegan County Central Dispatch (911) or our business office.*
PATROL INITIATED COMPLAINTS	26	*Complaints observed by the officer while on patrol or came to their attention by personal observation.*
TOTAL COMPLAINTS	240	

OTHER ACTIVITIES

MOTORISTS ASSISTS	22	*Motorist contacts caused by mechanical breakdown or similar problem.*
PROPERTY INSPECTIONS	16	*Checks of homes or business specifically requested by a home or business owner.*
MOTOR VEHICLE ACCIDENTS	14	*Total motor vehicle accidents both on public roads or private property.*
COMMERCIAL BUILDING SECURITY CHECK	6,143	*Nightly security inspections of business' conducted by officers to assure windows and doors are locked.*
FOUND UNSECURED	0	*The number of business' found unlocked or unsecured.*

Classification of Crimes Reported

File Class	CRIMES AGAINST PERSON	May	Year to Date
900	Murder and Non-Negligent Manslaughter	0	0
1000	Kidnapping	0	0
1100	Sexual Assault	1	4
1200	Robbery	0	0
1300	Aggravated & Non-Aggravated Assault	10	39
	PROPERTY CRIMES		
2000	Arson	0	0
2100	Extortion	0	0
2200	Burglary	1	2
2300	Larceny	1	30
2400	Motor Vehicle Theft	0	1
2500	Forgery/Counterfeiting	0	0
2600	Fraudulent Activities	1	12
2700	Embezzlement	0	0
2800	Stolen Property - Buying, receiving	0	2
2900	Damage to Property	1	11
3500	Violation of Controlled Substances Act	6	10
	MORALS/DECENCY CRIMES		
3600	Sex Offenses (Other than Sexual Assault)	0	0
3700	Obscenity	0	1
3800	Family Offenses	0	3
4100	Liquor Violations	2	5
	PUBLIC ORDER CRIMES		
4800	Obstructing Police - Offenses Which Interfere with Investigations	0	0
4900	Escape/Flight - Fleeing and Eluding a Officer's Custody	0	0
5000	Obstructing Justice	1	6
5200	Weapons Offenses	0	1
5300	Public Peace	7	45
5400	Traffic Investigations - Any Criminal Traffic Complaints	5	21
5500	Health and Safety	3	14
5600	Civil Rights	0	0
5700	Invasion of Privacy	6	8
6200	Conservation Law Violation	0	0
7300	Miscellaneous Criminal Offense	0	0
	GENERAL NON-CRIMINAL		
9100	Juvenile/Minor/School Complaints	0	0
9200	Civil Custody	0	0
9300	Traffic Non-Criminal (Reports Only - Does not include Citations Issued)	19	67
9400	False Alarm Activation	3	17
9500	Fires (Other than Arson)	2	11
9700	Accidents, All Other	0	0
9800	Inspections, Unfounded FIRS	29	112
9900	General Assistance (All Except Other Police Agencies)	62	290
9911 & 9912	General Assistance (Other Police Agencies)	54	195
FIRS	Medical First Responder	26	125

May Reports for Plainwell Department of Public Safety

PRIORITY 1 ASSISTS OUTSIDE OF JURISDICTION

The Plainwell Department of Public Safety was dispatched to 54 calls for assistance outside the city limits of Plainwell by Allegan County Central Dispatch.

These calls were classified as priority 1 assists.

****

Fire Suppression/Call Out Incident Report

Date	Dispatch Time	Arrival Time	Location	Incident Type	Actions taken	Apparatus	PSO	POC
05/25/16	2341	2343	780 N. Main Street	Medical	Medical	E-61	3	2
5/16/16	0926	0930	963 Industrial Pkwy	Smoke	Investigate	E-17	4	3

****

Calls for Service at Plainwell Schools

Plainwell High School: 6
684 Starr Road

Plainwell Middle School: 1
720 Brigham Street

Early Childhood Development: 0
307 E. Plainwell Street

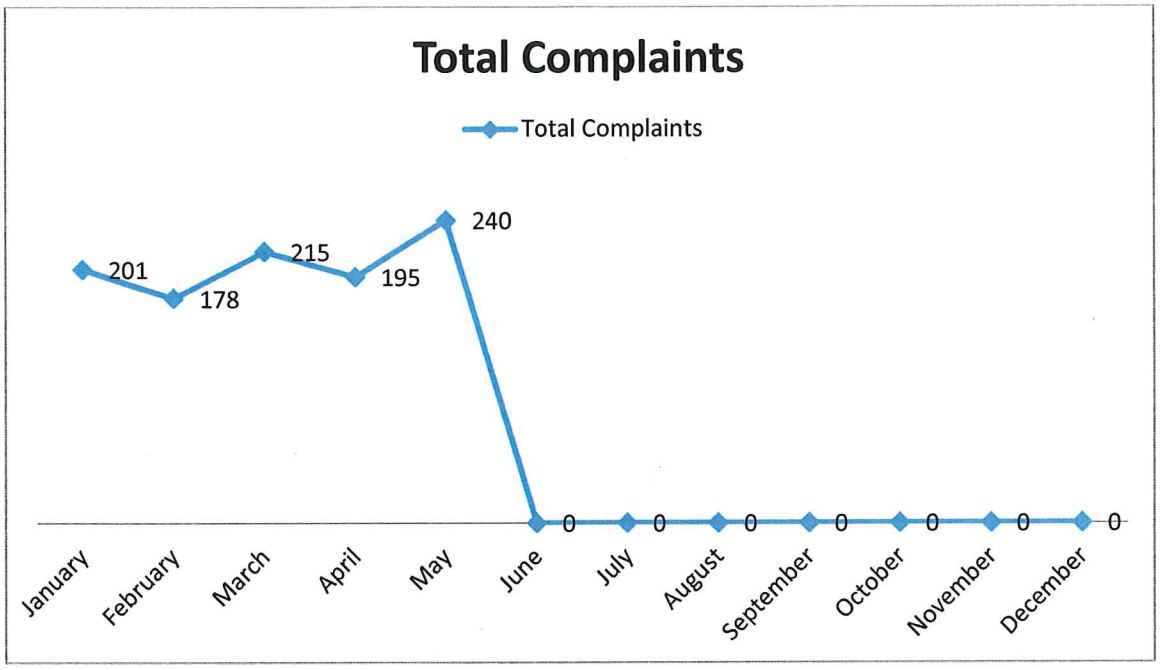
Admin, Maintenance & Bus Garage: 0
600 School Drive

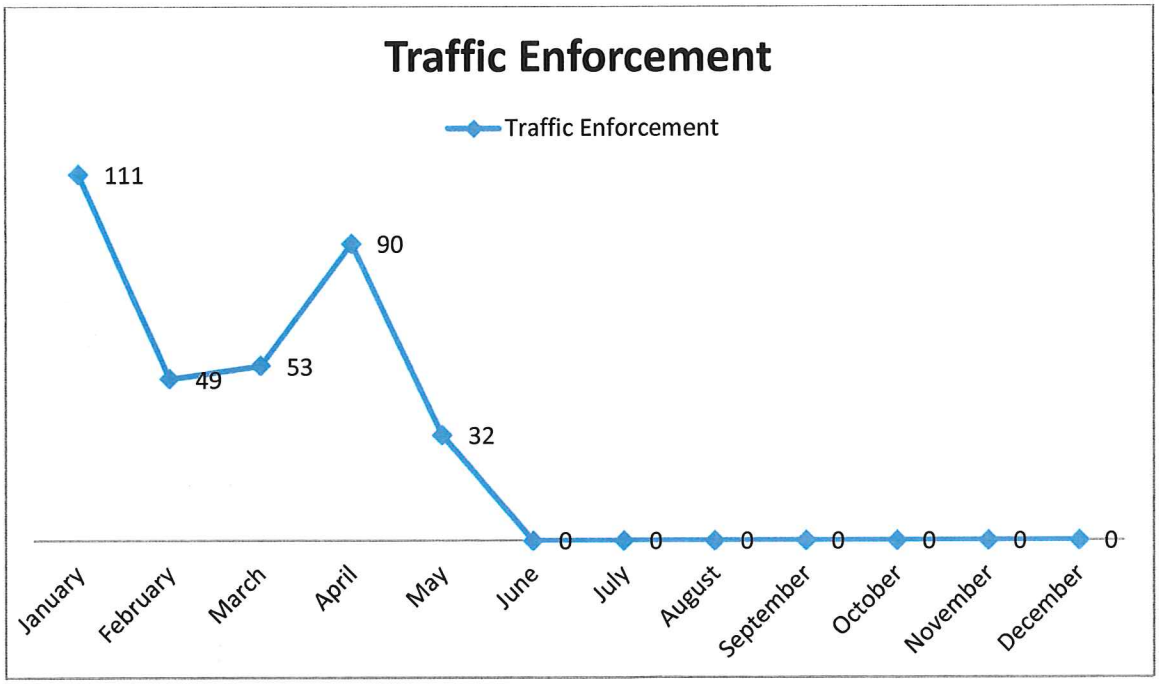
Gilkey School: 2
707 S. Woodhams Street

Starr Elementary: 1
601 school Drive

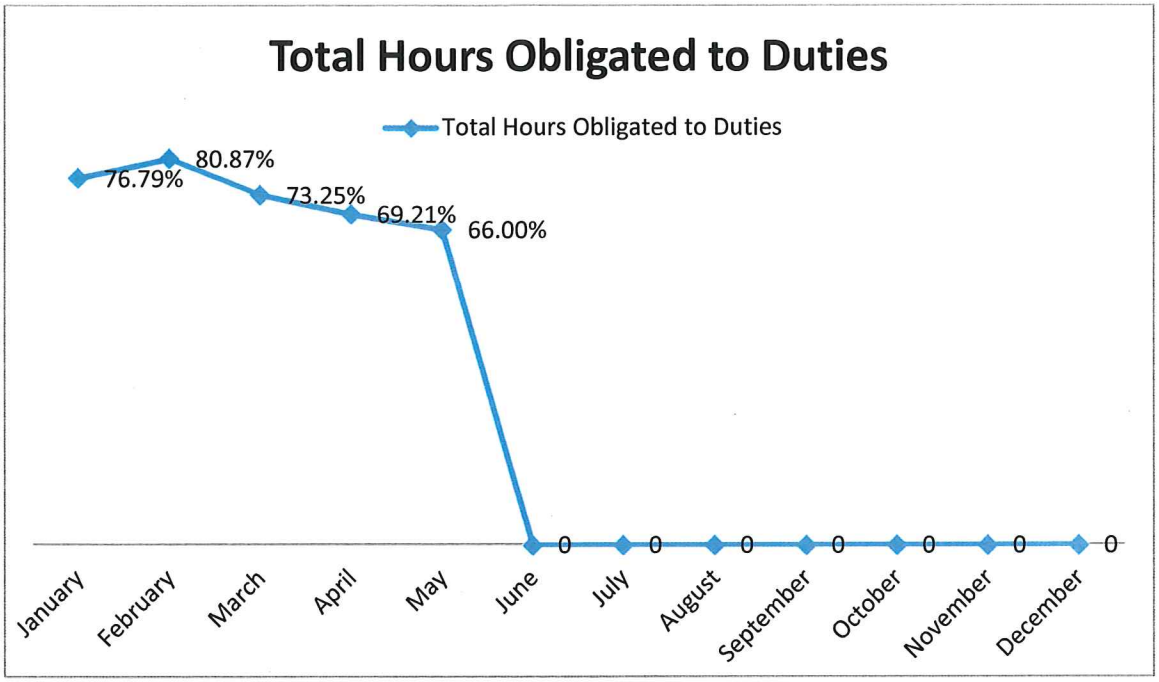
Renaissance School: 0
422 Acorn Street

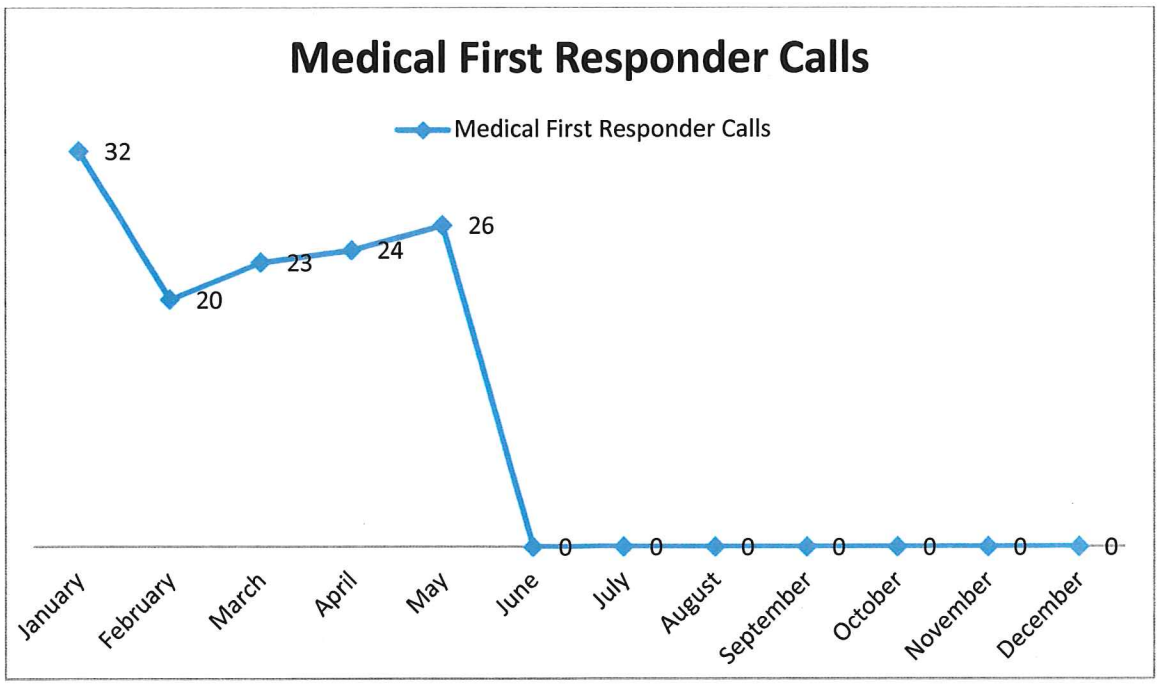
Plainwell Department of Public Safety
Monthly Activity Comparison Summary 2016



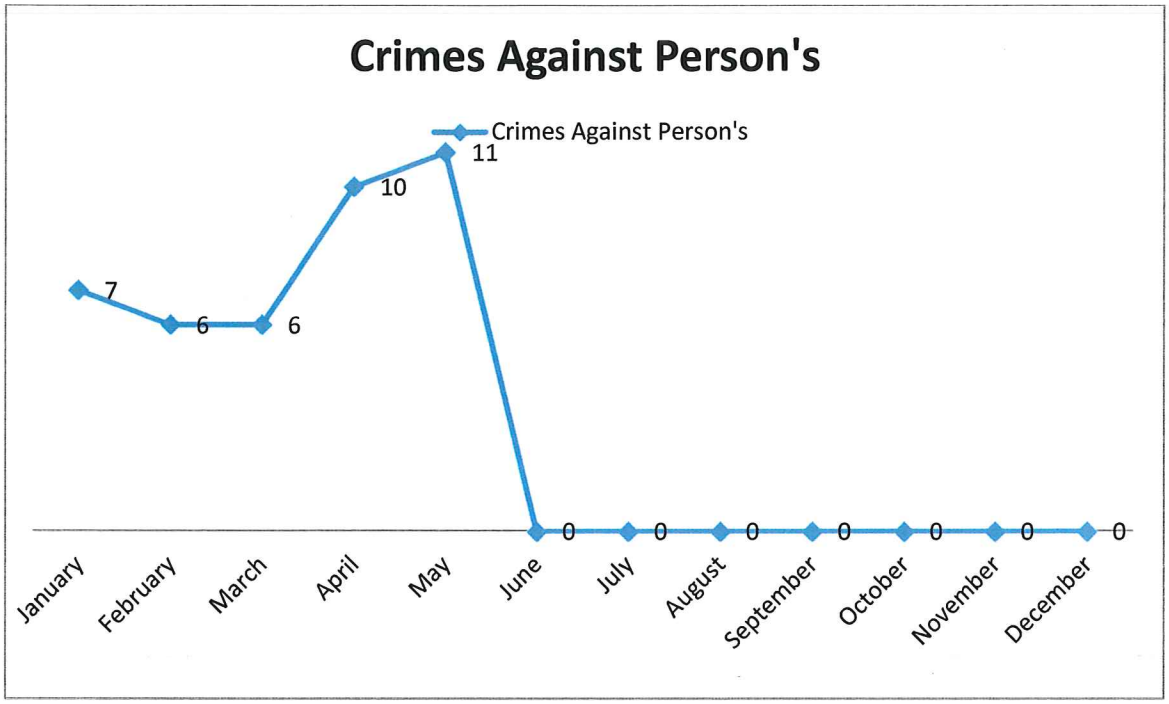


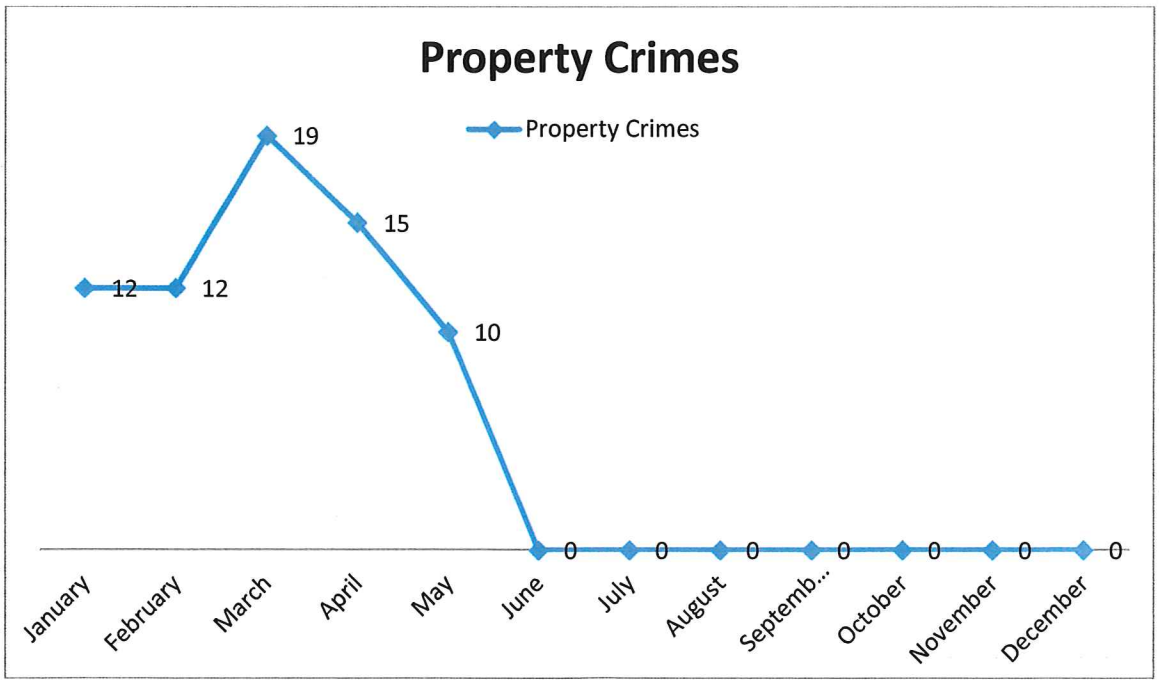
Plainwell Department of Public Safety
Monthly Activity Comparison Summary 2016



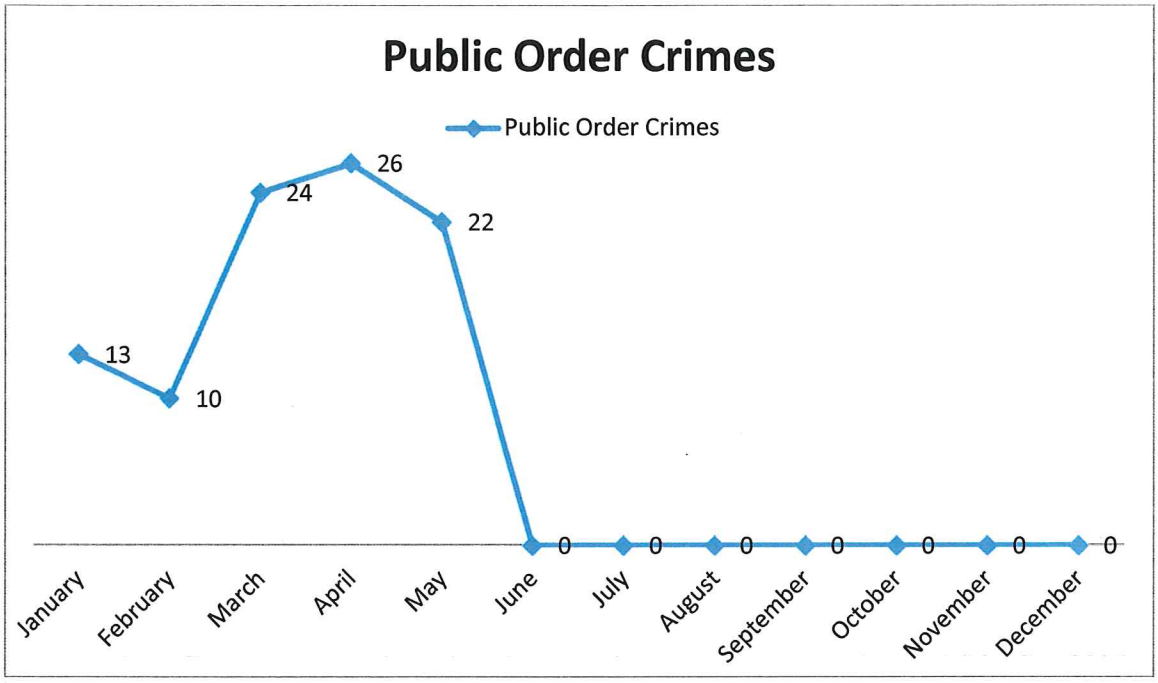


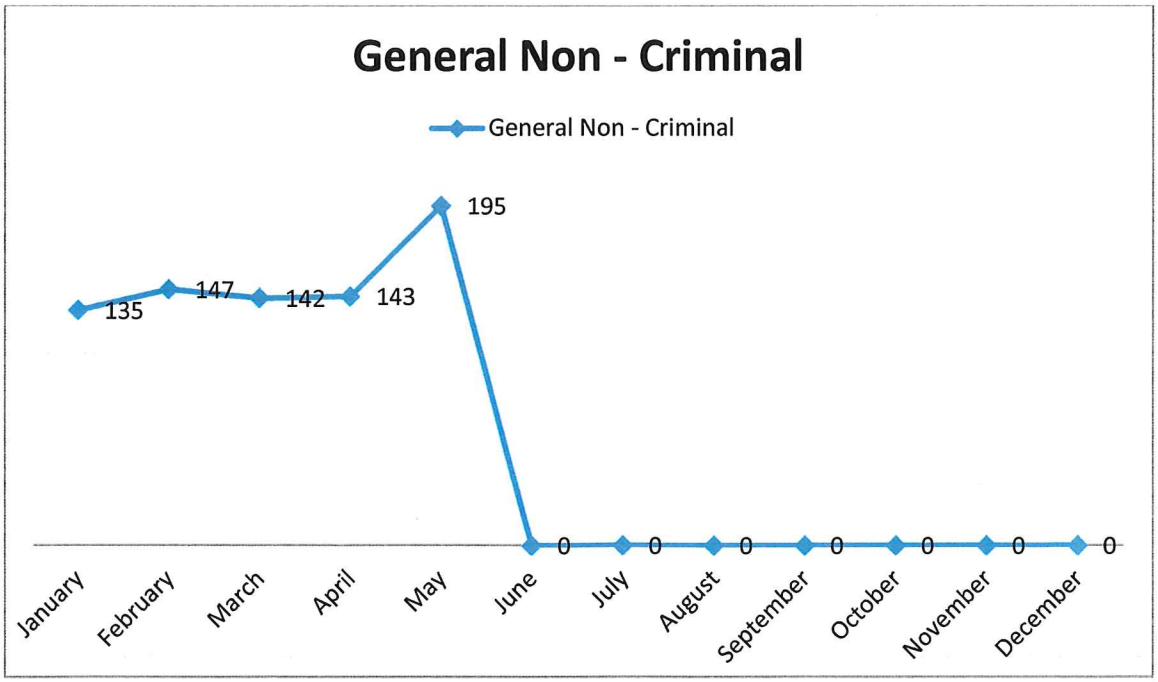
Plainwell Department of Public Safety
Monthly Activity Comparison Summary 2016





Plainwell Department of Public Safety
Monthly Activity Comparison Summary 2016





PUBLIC SERVANTS DAY

Lighthouse Baptist Church

of Plainwell, MI

Welcomes you to

"Public Servants Day"

Sunday, July 24th @ 10:00 a.m.

Dear Public Servant,

First we would like to say "THANK YOU" for your service to our community. We at Lighthouse Baptist Church appreciate very much the sacrifice made by you and your family to make this part of the world a great place to live. That is why we have scheduled July 24th to be "Public Servants Day". In our 10:00 a.m. Service we will have a time to recognize each public servant present, allow them to greet the congregation, and present them with a token of appreciation. If you are able to attend please respond by July 1st, by either phone – (269)-664-3229 or email –lighthousebaptistchurch12220@gmail.com

Sincerely,

Pastor Steve Smail

Pastor Steve Smail

12220 CRESSEY ROAD
PLAINWELL, MICHIGAN 49080
(269) 664-3229 ~ lbcplainwell.com

Reports & Communications:

A. <u>Community Center Request –</u>
Council will consider a request from Tony Glass and Sharon Rowley to sell the operation to Plainwell Community Schools.
Recommended action: Consider accepting the Community Center's request.

B. <u>Special Event Permit 2016-010</u>
Council will consider a special event permit from Faithway Church for a Vacation Bible School in Thurl Cook Park August 8th through 12th.
Recommended action: Consider approving Special Event Permit 2016-010.

C. <u>2015/2016 Budget Amendments</u>
Council will consider approving the 2015/2016 budget amendments as submitted.
Recommended action: Consider adopting the 2015/2016 budget amendments.

D. <u>Resolution 16-13 - Fines and Fees</u>
Council will consider adopting the resolution 16-13 Fines and Fees.
Recommended action: Consider adopting the 16-13 Fines and Fees.

E. <u>Resolution 16-14 – Miscellaneous Water Service Fees</u>
Council will consider approving the proposed increase in fees for miscellaneous services.
Recommended action: Consider adopting Resolution 16-14.

E1. <u>Resolution 16-17 – Amend and Restate the City of Plainwell Flexible Benefits Plan</u>
Council will consider approving an amendment to the city's flexible benefits plan.
Recommended action: Consider adopting Resolution 16-17.

F. <u>Public Hearing 2016/2017 City Budget Adoption</u>
Council will consider adopting Resolutions 16-15 General Appropriations and 16-16 Special & Operating Funds Appropriations for the 2016/2017 budget adoption.
Recommended action: Consider adopting Resolutions 16-15 General Appropriations and 16-16 Special & Operating Funds to adopt the 2016/2017 budget.