

City of Plainwell



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

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

“The Island City”

AGENDA

City Council – Monday June 12, 2017

7:00 PM

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes/Summary – 05/22/2017 Regular Meeting.**
6. **General Public Comments**
7. **County Commissioner Report / Presentations**
8. **Agenda Amendments**
9. **Mayor's Report**
10. **Recommendations and Reports:**
 - A. **Site Plan Review – Ace Hardware Building**
Council will consider the site plan for Ace Hardware.
 - B. **Ambulance Service Agreement Amendment**
Council will consider extending the existing Ambulance Service Agreement until 06/30/2020.
 - C. **DPW – Pavement Marking Project**
Council will consider awarding a contract Ace Parking Lot Striping for \$9,122.40 for pavement markings on Main and Prince Streets.
 - D. **Airport Ramp & Taxiway Paving**
Council will consider two equal bids for paving at the Airport.
 - E. **City Website Redevelopment**
Council will consider a \$6,800 agreement with Muniweb for city website redevelopment and support.
 - F. **Resolution 17-15 - Section 125 Plan Document Amendment**
Council will consider changes to the plan document for employee benefits.
 - G. **Draft BRA/TIFA/DDA Budget**
Council will consider the draft BRA/TIFA/DDA Budget for approval.
 - H. **Set Public Hearing – 2017/2018 City Budget**
Council will consider setting a Public Hearing on June 26, 2017 at 7pm for the adoption of the 2017/2018 Plainwell City Budget.
11. **Communications:** The April 2017 DPS Report, the May 2017 Fund Balance and Investment Reports, the DRAFT 05/09/2017 DDA-BRA-TIFA Minutes and the DRAFT 05/17/2017 and 06/07/2017 Planning Minutes.
12. **Accounts Payable - \$98,547.24**
13. **Public Comments**
14. **Staff Comments**
15. **Council Comments**
16. **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
May 22, 2017

1. Mayor Brooks called the regular meeting to order at 7:01 PM in City Hall Council Chambers.
2. Steve Smail of Lighthouse Baptist Church gave the Invocation.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Brooks, Mayor Pro-Tem Steele, Councilman Keeler, and Councilman Overhuel.
Absent: and Councilman Keeney.
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 05/08/2017 regular meeting. On voice vote, all voted in favor. Motion passed.
6. General Public Comments:
Steve Smail from Lighthouse Baptist Church invited Council to the July 16 church service that will include honoring public servants, including Senator Tonya Shuitmaker and Representative Mary Whiteford, both of whom will be in attendance.
7. Presentations / County Commissioner Report:
County Clerk Bob Genetski reported on the state of the County Clerk's Office and noted work on consolidating the department's website and making more forms available online. He made specific note of his office's free service of recording Form DD-214 for the Honorable Discharge from military service and that the veteran can always receive certified copies of the form for future use. He also reported on the new election hardware being purchased through Dominion Software and the negotiations which all for the use of the remaining federal and state funds to obtain this equipment at no up-front cost for the city.

Commissioner Don Black reported that the state of the countywide road patrol millage is still in limbo due to unresolved concerns of the municipalities that already offer public safety services, as well as a need for more input from all of the county's municipalities.
8. Agenda Amendments: None.
9. Mayor's Report: Mayor Brooks reported on celebrating with the PHS Senior Class of 2017 on May 23, 2017 and awarding the Bryon Brooks Memorial Scholarship again this year and what a privilege to do so.
10. Recommendations and Reports:
 - A. Clerk/Treasurer Kelley piggybacked on County Clerk Genetski's report on the new voting equipment and reported to Council the need to formalize application to the State for use of the grant funds which allow the equipment to be purchased with no up-front dollars. The resolution authorizes the City Manager to make such application with the State, through the County Clerk's Office.
A motion by Steele, supported by Keeler, to adopt Resolution 17-14 authorizing the City Manager to make grant application with the Michigan Secretary of State for new voting machines. On a voice vote, all in favor. Motion passed.
 - B. Community Development Manager Siegel and Kyle from DC Strong reported on the planned Car/Truck show on July 15, 2017 that benefits DC Strong. The vehicles will be displayed in the gravel lot on the Mill Site on M-89. GHD, Public Safety and Public Works have reviewed the plans and are in support.
A motion by Steele, supported by Keeler, to approve Special Event Permit 2017-03. On a

voice vote, all in favor. Motion passed.

- C.** Community Development Manager Siegel reported the VFW is planning the annual Memorial Day Parade for Monday May 29, 2017, using the same route as prior year. Public Safety Director Bomar has reviewed the plans and has staffing available.

A motion by Keeler, supported by Overhuel, to approve Special Event Permit 2017-06. On a voice vote, all in favor. Motion passed.

- D.** Community Development Manager Siegel reported on the annual 5K benefitting the Plainwell Education Foundation taking place June 14, 2017. The route starts and ends at Hicks Park and is mostly on back road with minimal interruptions on South Main. Public Safety Director Bomar has reviewed the plans and has staffing available.

A motion by Steele, supported by Overhuel, to approve Special Event Permit 2017-07. On a voice vote, all in favor. Motion passed.

- E.** Superintendent Updike reported on the Traffic Control Order to add a Dead End Road sign on Walnut Wood Court in response to local resident concerns.

A motion by Steele, supported by Overhuel, to approve Traffic Control Order 463. On a voice vote, all in favor. Motion passed.

11. Communications:

- A. A motion by Steele, seconded by Overhuel, to accept and place on file the April 2017 Water Renewal Report. On a voice vote, all in favor. Motion passed.**

12. Accounts Payable:

A motion by Keeler, supported by Steele, that the bills be allowed and orders drawn in the amount of \$37,447.56 for payment of same. On a roll call vote, all in favor. Motion passed.

13. Public Comments

None.

14. Staff Comments

Personnel Manager Lamorandier reported that insurance open enrollment was coming up soon. She also noted a successful planting day on Saturday May 20, 2017.

Superintendent Updike reported that many items offered at auction recently all sold.

Community Development Manager Siegel reported continued fundraising efforts for the Dog Park. So far, nearly \$4,500 has been raised after a very successful Dog Park K9 walk over the weekend, which included 75 walkers and 60 dogs. She noted the next major fundraiser would be during the Plainwell Festival Days and would coordinate with the Rotary.

Clerk/Treasurer Kelley reported working on budget, voter registrations and audit prep.

City Manager Wilson reported working with the DEQ, the DNR and others related to work on the Plainwell Dam #2, which includes the Mill Race and the dam near the Mill. He reminded Council that when the City acquired the Mill, it also obtained riparian rights for the Mill Race, so the mill's dam should be included in this important long-term project. He also thanked Sandy Lamorandier and the DPW staff for their great work on the flower planting.

15. Council Comments:

Mayor Pro-Tem Steele reminded everyone that the Plainwell High School graduation is Thursday May 25, so please allow for extra traffic in town for the festivities. She also reported on the passing of Leon Kenyon, long-time Plainwell resident and past member of City Council.

16. Adjournment:

A motion by Steele, supported by Overhuel, to adjourn the meeting at 7:33 PM. On voice vote, all voted in favor. Motion passed.

Minutes respectfully
Submitted by,
Brian Kelley
City Clerk/Treasurer

DRAFT

SUMMARY
Plainwell City Council
May 22, 2017

1. Mayor Brooks called the regular meeting to order at 7:00 PM in Council Chambers at City Hall.
2. Invocation was given by Steve Smail of Lighthouse Baptist Church.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Brooks, Steele, Keeler, and Overhuel. Absent: Keeney.
5. Approved Minutes/Summary of 05/08/2017 regular meeting.
6. Adopted Resolution 17-14 for a grant application with the State of Michigan for new voting equipment.
7. Approved Special Event 2017-03 for a July 2017 Car/Truck Show.
8. Approved Special Event 2017-06 for the Memorial Day Parade.
9. Approved Special Event 2017-07 for a June 14 5K run in downtown Plainwell.
10. Approved Traffic Control Order 463 for a dead-end street sign on Walnut Woods Court.
11. Accepted and placed on file the April 2017 Water Renewal Report.
12. Approved Accounts Payable for \$37,447.56.
13. Adjourned the meeting at 7:33 pm.

Submitted by,
Brian Kelley
City Clerk/Treasurer

The City of Plainwell is an equal opportunity provider and employer

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>

Dean Kapenga, Chairman
Tom Jessup, Vice Chairman

BOARD OF COMMISSIONERS MEETING – AGENDA

Thursday, May 25, 2017 – 1PM
Board Room – County Services Building

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

9AM

DISCUSSION ITEMS:

PERFORMANCE EXPECTATIONS & DEVELOPMENT GUIDE (*Introduced pilot to begin with administration team how to manifest Allegan County Strategy Map*)

1. 2017 Community Assessment For Allegan County (*Presented by United Way*)
2. Administrative Update
3. Community Needs Assessment Update – Patrick Moran, United Way
4. HB4651 Emergency Telephone Services (*Tabled for MAC position*)

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

1PM

CALL TO ORDER:

OPENING PRAYER: Commissioner Gale Dugan

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

1. Public Health Accreditation Recognition (*Allegan County passed with 96%, very good; only 7-Health Depts. in the State of Michigan scored as high.*)

PROCLAMATIONS:

1. Elder Abuse Awareness Month – June 2017 (*Speak louder and slower to help them understand our ever changing cultural language*)

INFORMATIONAL SESSION:

1. Public Health—Angelique Joynes, Health Officer (*Annual report-8 of 9 additional fee for recycling ballot passed. 19 municipalities partner with Allegan County in recycling effort*)
2. Treasurer—Sally Brooks (*Annual report-Dog License Sales in various collections is working and sales up, \$37,279; \$45 million in Delinquent Fund*)

ADMINISTRATIVE REPORTS: (*Dan Wedge sit in for Rob Sarro*)

CONSENT ITEMS:

1. Motion to approve of claims paid and to incorporate into proceedings of the Board (5/19/17 & 5/26/17) (*\$501,747.94, \$500,383.68; passed unanimously*)

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
Gale Dugan
269-694-5276
gdugan@
allegancounty.org

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

ACTION ITEMS:

1. Administration—approve 2017 Budget Policy (153-179) (*; passed unanimously*)

Mission Statement

“The Allegan County Board of Commissioners shall plan, develop, and evaluate the necessary policies and resources to ensure our county continues to progress and prosper”

2. Environmental Health—award Consumer Electronic Device Collection Services Bid (156-842) (*; passed unanimously*)
 3. Transportation—approve revised Transit Employees Drug/Alcohol Policy (156-885) (*Establish a policy aligned with State of Michigan ; passed unanimously*)
 4. Road Commissioner Compensation (*; passed unanimously*)
 5. Board of Commissioners -Amend 2017 Road Commissioner Compensation (*; passed unanimously*)
-

DISCUSSION ITEMS:

1. Support Benzie County MSU effort to eradicate cherry crop (*No action, a fly been on the cherry product for 3 years.*)
-

NOTICE OF APPOINTMENTS & ELECTIONS:

ELECTIONS:

1. Economic Development Commission:
 - Utilities Representative— new 1 year term
 - Private Sector Representative— new 1 year term

PUBLIC PARTICIPATION:

FUTURE AGENDA ITEMS: (*Indigent Defense*)

REQUEST FOR PER DIEM/MILEAGE:

BOARDS AND COMMISSIONS REPORTS:

ROUND TABLE:

- District-1-Dean Kapenga-*(How much interest earned on the \$45 million in the Delinquent fund?)*
- District-2-Jim Storey-*(Nothing)*
- District-3-Max R. Thiele-*(The 1919 Dog Law rewrite is coming down the pike)*
- District-4-Mark DeYoung-*(Advertising for CMH Director)*
- District-5-Tom Jessup-*(Nothing)*
- District-6-Gale Dugan-*(Nothing)*
- District-7-Don Black-*(In need of a member for the CoA due to resignation)*

District #7 Commissioner (616) 920-2875 Don Black Synopsis-May 25, 2017
(Comments in italics are my opinions and interpretation of the Commission meeting and actions)

Welfare

"Welfare is a narcotic, a subtle destroyer of the Human spirit"

Franklin D. Roosevelt, 1935

ADJOURNMENT: Next Meeting - Thursday, June 8, 2017, 1PM @ **BOARD ROOM – COUNTY SERVICES BUILDING, COUNTY SERVICES COMPLEX.**

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>

Dean Kapenga, Chairman
Tom Jessup, Vice Chairman

BOARD OF COMMISSIONERS MEETING – AGENDA

Thursday, June 8, 2017 – 1PM
Board Room – County Services Building

DISTRICT 1

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

9:AM

DISCUSSION ITEMS:

1. Law Enforcement Services (*August 24, 2017 agenda for decision to put question on 2018 ballot; passed unanimously*)
2. Dorr Township Election Request/Recycling Services(*Moved to put surcharge at \$36.00 on August 2018 ballot for those municipalities currently participating; passed 4-2-Thiele, Black. I voted no because all municipalities had the opportunity and now sets a precedents and complicates records for the 5-year agreement ends, and begins of the next steps of rates etc.)*)
3. 2017-18 Planning Continues(*; passed 6-1- Jessup*)
4. Administrative Update(*Sent to commissioners in writing*)
5. Appoint Temporary Chairman for Afternoon Session(*Mark DeYoung; passed unanimously*)
6. Safety Drill(*Authorize Administrator to develop a plan during operational hours for about ½ day ; passed unanimously)*)

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

Gale Dugan
269-694-5276
gdugan@
allegancounty.org

DISTRICT 7

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

ACTION:

1. 2017 State of Allegan County Report—Rob Sarro, County Administrator(*accept the report; passed 6-1-Thiele*)
2. Clarifying resolution 911 Radio System(*; passed unanimously*)
3. Oppose Legalization of Marijuana requested for general use(*The resolution will be distributed to all municipalities ; passed 6-1- Thiele absent*)

CLOSED SESSION-Bargaining

1PM

CALL TO ORDER:

OPENING PRAYER: Commissioner Jim Storey

PLEDGE OF ALLEGIANCE:

ROLL CALL:

Mission Statement

“The Allegan County Board of Commissioners shall plan, develop, and evaluate the necessary policies and resources to ensure our county continues to progress and prosper”

**PUBLIC HEARING: Truth in Taxation
INFORMATIONAL SESSION:**

(Judge Bakker, criminal cases increased 14%. Customer service very positive. Human Trafficking exists in Allegan County.)

Mike Day—Circuit Court/Friend of the Court *(Very efficiently compared to other counties in Michigan.)*

ADMINISTRATIVE REPORTS:

CONSENT ITEMS:

1. Motion to approve of claims paid and to incorporate into proceedings of the Board (6/2/17 & 6/9/17) *(\$1,808,529.23, \$918,071.41; passed unanimously)*

ACTION ITEMS

1. 2017 Millage Levy—set County Millage Rates (157-311) : *(\$927,051.46, \$224,726.55, \$546,726.01, \$234,543.47; passed unanimously)*

DISCUSSION ITEMS:

1. House Bill 4651 (TABLED 5/25/17) *(\$927,051.46, \$224,726.55, \$546,726.01, \$234,543.47; passed unanimously)*

NOTICE OF APPOINTMENTS & ELECTIONS:

APPOINTMENTS:

BOARDS AND COMMISSIONS REPORTS:

ROUND TABLE:

- District-1-Dean Kapenga-*(Nothing)*
- District-2-Jim Storey-*(Nothing)*
- District-3-Max R. Thiele-*(Nothing)*
- District-4-Mark DeYoung-*(Nothing)*
- District-5-Tom Jessup-*(Nothing)*
- District-6-Gale Dugan-*(Nothing)*
- District-7-Don Black-*(Moved a certification of appreciation for retiring Kent County Administrator Daryl J. Delabbio for collaboration between our two countries.)*

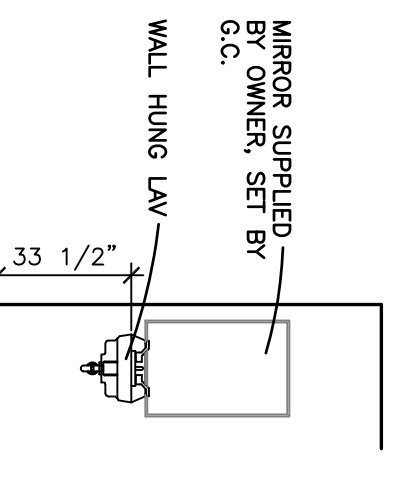
District #7 Commissioner (616) 920-2875 Don Black Synopsis-June 8, 2017

(Comments in italics are my opinions and interpretation of the Commission meeting and actions)

A Vision Drives the Creation of Goals

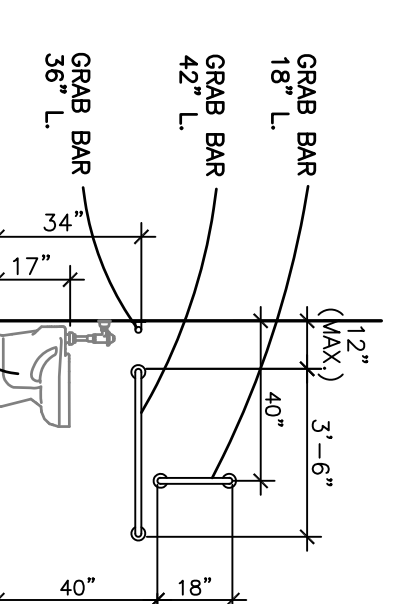
As baseball manager Yogi Berra famously noted, “If you don’t know where you’re going, you’ll end up someplace else.”

**ADJOURNMENT: Next Meeting - Thursday, June 22, 2017, 1PM @ BOARD ROOM
– COUNTY SERVICES BUILDING, COUNTY SERVICES COMPLEX.**



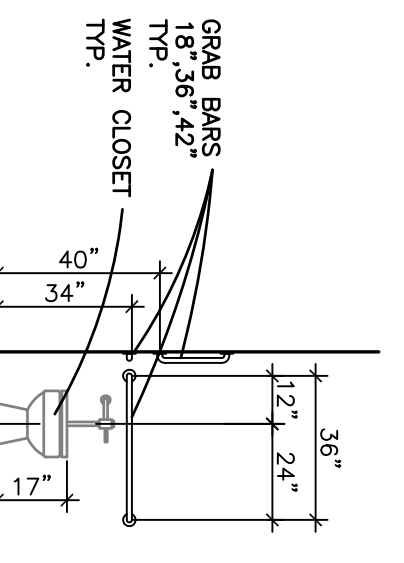
2 LAVATORY DETAIL
SCALE: 1/4"=1'-0"

BARBER FREE ACCESSORIES MUST BE INSTALLED IN ACCORDANCE WITH ICC 117.1-2009 TYPICAL. 3/8\"/>



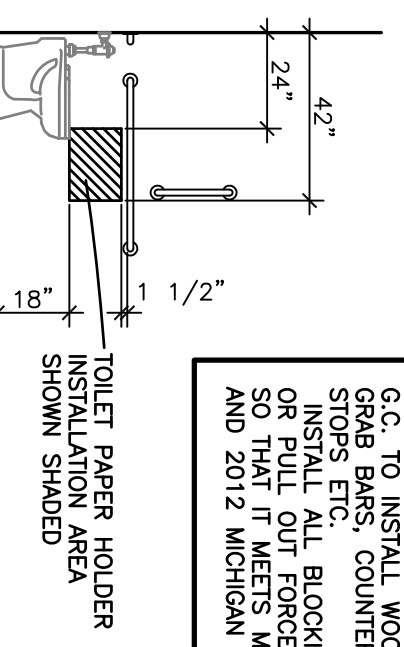
3 GRAB BAR DETAIL
SCALE: 1/4"=1'-0"

BARBER FREE ACCESSORIES MUST BE INSTALLED IN ACCORDANCE WITH ICC 117.1-2009 TYPICAL. 3/8\"/>



4 GRAB BAR DETAIL
SCALE: 1/4"=1'-0"

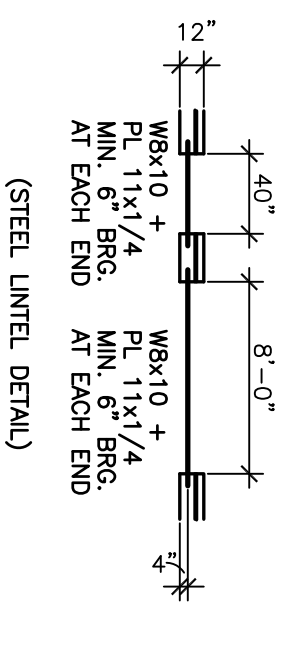
BARBER FREE ACCESSORIES MUST BE INSTALLED IN ACCORDANCE WITH ICC 117.1-2009 TYPICAL. 3/8\"/>



5 TOILET PAPER HOLDER DETAIL
SCALE: 1/4"=1'-0"

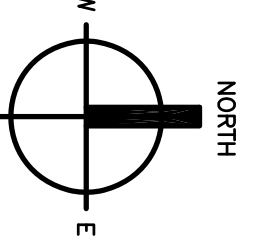
BARBER FREE ACCESSORIES MUST BE INSTALLED IN ACCORDANCE WITH ICC 117.1-2009 TYPICAL. 3/8\"/>

G.C. TO INSTALL WOOD BLOCKING IN WALLS FOR ALL GRAB BARS, COUNTERS, BATH ACCESSORIES, DOOR CLOSERS, ETC. TO MEET DOWN FORCE REQUIREMENTS SO THAT IT MEETS MANUFACTURERS REQUIREMENTS AND 2012 MICHIGAN BUILDING CODE.



6 MEZZANINE
SCALE: 1/8"=1'-0"

TOILET ROOM WALLS ARE 8" THICK. ONCE THE MEZZANINE PLATFORM IS IN PLACE, THE MEZZANINE PLATFORM SHALL BE 5/8" MIN. THICK. (SEE TP ON C-0087)



1 FLOOR PLAN
SCALE: 1/8"=1'-0"

PROPOSED ACE HARDWARE 14,344 SF.

DRAWING INDEX
A1.1 PROPOSED FLOOR PLAN
01.1 DEMOLITION FLOOR PLAN

- CODES:**
- 2012 MICHIGAN BUILDING CODE
 - 2012 MICHIGAN PLUMBING CODE
 - 2012 MICHIGAN MECHANICAL CODE
 - AND NFPA 13
 - 2014 NATIONAL ELECTRICAL CODE
 - W/ STATE AMENDMENTS
- BUILDING INFO.**
- TYPE 2a CONSTRUCTION
USE GROUP M
FULLY SPRINKLED

- All work shall comply with 2012 Michigan Building Code
- All work shall comply with Michigan Barrier Free Code
- All work shall comply with Americans With Disabilities Act
- All work shall comply with Local Code Authority
- All work shall comply with Local Zoning Ordinances.
- All finishes, millwork, colors and fixtures shall be approved by owner prior to ordering.
- All finishes, millwork, colors and fixtures shall be approved by owner prior to ordering.
- Contractor shall provide to Code Official all required test reports, certification reports, shop drawings, riser diagrams, cost for such in bid to owner.

SHEET NO.
A1.1

JOB NO.
471117

DATE
3/13/17

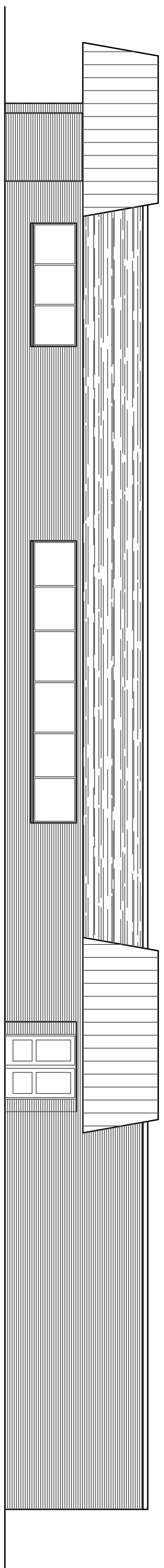
ACE HARDWARE
PLAINWELL, MI

RICHARD POSTEMA ASSOCIATES
ARCHITECTS, DESIGNERS, & ENGINEERS

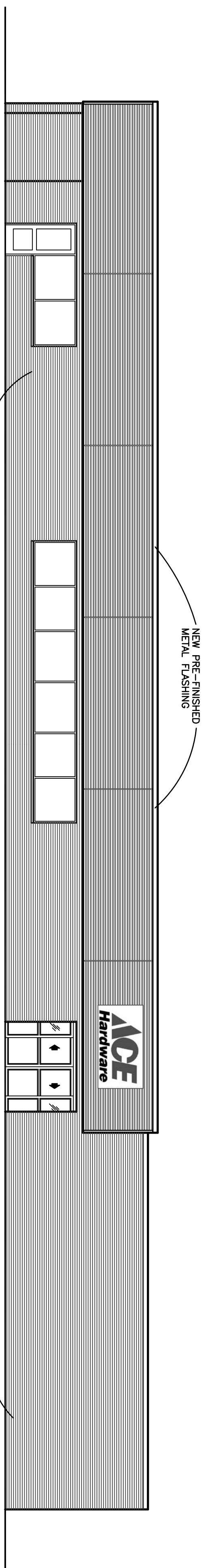
1650 4th ST., S.W.
GRAND RAPIDS, MI 49509

PH. 616 591 8880

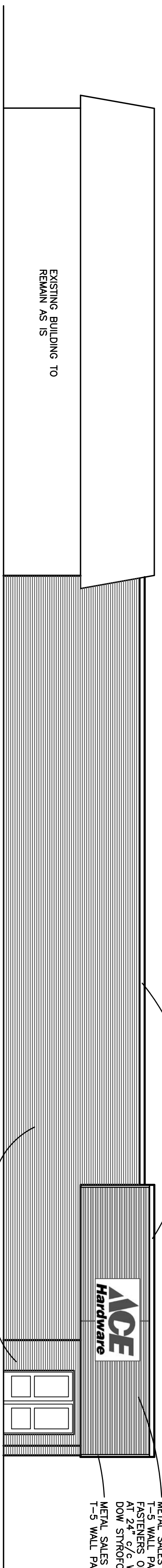




1 EXISTING EAST ELEVATION
A41 SCALE: 1/8"=1'-0"



2 EAST ELEVATION
A41 SCALE: 1/8"=1'-0"



3 SOUTH ELEVATION
A41 SCALE: 1/8"=1'-0"

METAL SAILS CORN. PRE-FINISHED
T-5 WALL PANELS W/ EXPOSED
FASTENERS ON 1 1/2" FURRING
DOWN STUDS BETWEEN TYP.
METAL SAILS CORN. PRE-FINISHED
T-5 WALL PANEL CHANGES TYP.

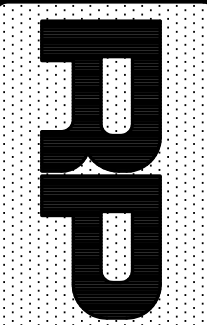
NOTES:
1. All work shall be in accordance with the specifications and drawings of the contract documents.
2. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.
3. The contractor shall be responsible for protecting all existing work and utilities.

JOB NO.
471117

DATE
3/17/17

ACE HARDWARE
PLAINWELL, MI

RICHARD POSTEMA ASSOCIATES
ARCHITECTS, DESIGNERS, & ENGINEERS
1550 44th ST., S.W.
GRAND RAPIDS,
PH. 616 531 3550
MICHIGAN 49509



SHEET NO.

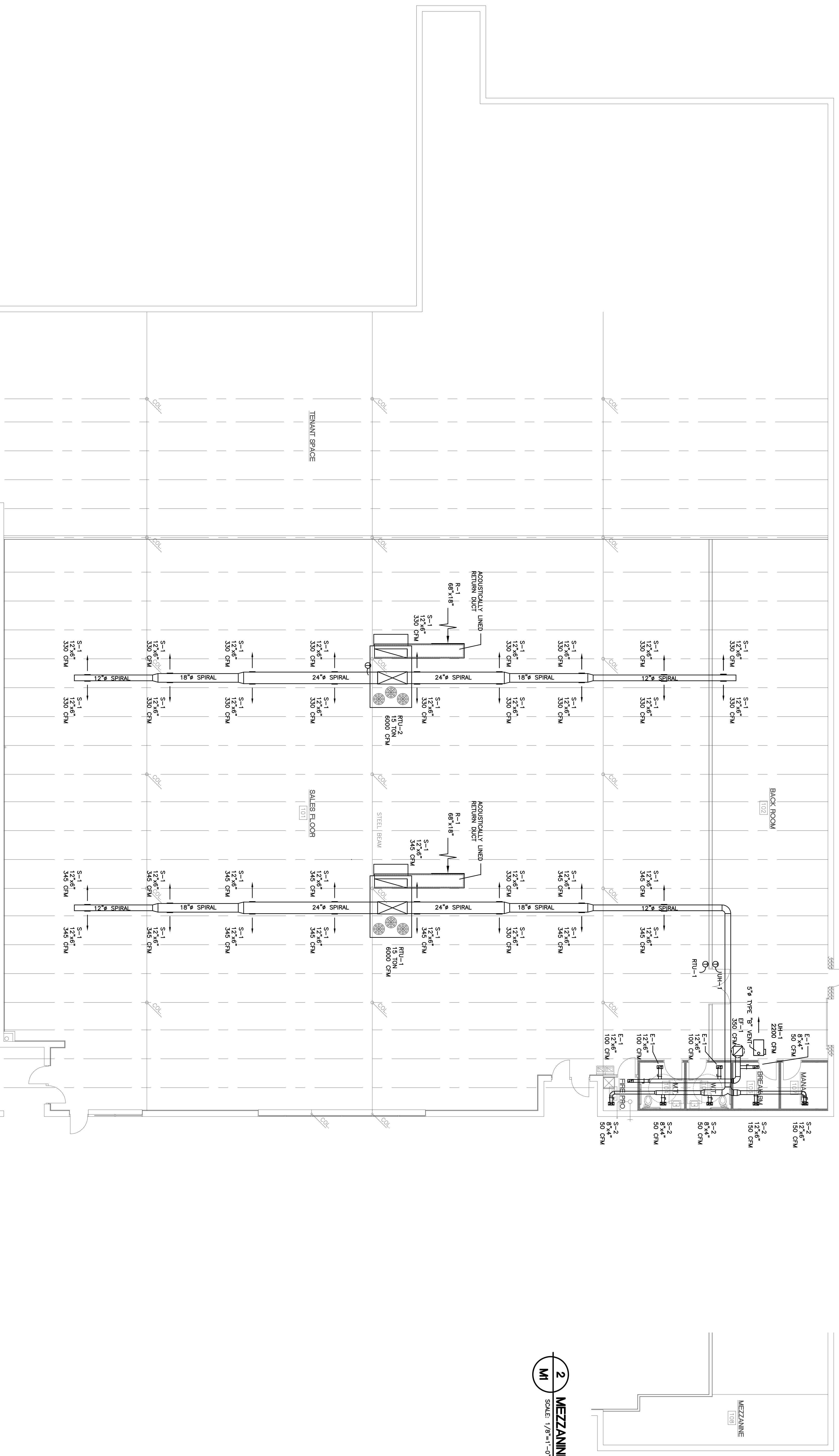
A4.1

ID.	MANUFACTURE / MODEL	UNIT HEATER SCHEDULE		FAN	CFM	ELECTRIC
		INPUT WBT	OUTPUT WBT			
UH-1	STRUONG SF-125	125	103.8	83%	174	2200
					260	150
					1	2.4

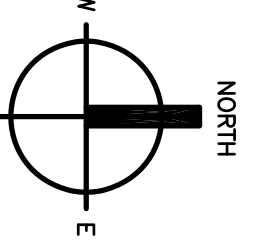
ID.	MANUFACTURE / MODEL	ROOF TOP UNIT SCHEDULE		TONS	CAPACITY (MBH)	HEER TEER	O.A. INTAKE SUPPLY	ELECTRIC
		INPUT WBT	OUTPUT WBT					
RU-1	ROOF TOP UNIT	-2ND STAGE	-2ND STAGE	15	174.0	13.0	12.0	1500
RU-2	CORNER AIR-CONDITIONER	31.0	26.1	15	174.0	13.0	12.0	1500
								6000
								260/230/150
								80
								75.8
								4.51
								1.00

NOTES: 1. PROVIDE 24" INSULATED ROOF CURB 2. PROVIDE THRU ROOF BASE CONNECTIONS AND FACTORY DISCONNECT 3. PROVIDE WITH FACTORY POWERED CONVENIENCE OUTLET.
4. PROVIDE WITH FACTORY RETURN AIR SMOKE DETECTOR AND CO2 SENSOR 5. PROVIDE WITH EXHAUST ECONOMIZER

EXHAUST FAN SCHEDULE
 EF-1 GREENHICK GIE-085-6
 300 CFM AT 0.2" 1/20 HP
 WITH 12" INSULATED CURB,
 VARIABLE SPEED CONTROLLER,
 FACTORY CONVENIENCE OUTLET



2 MEZZANINE
 SCALE: 1/8"=1'-0"



1 MECHANICAL FLOOR PLAN
 SCALE: 1/8"=1'-0"
 PROPOSED ACE HARDWARE 14,344 SF.

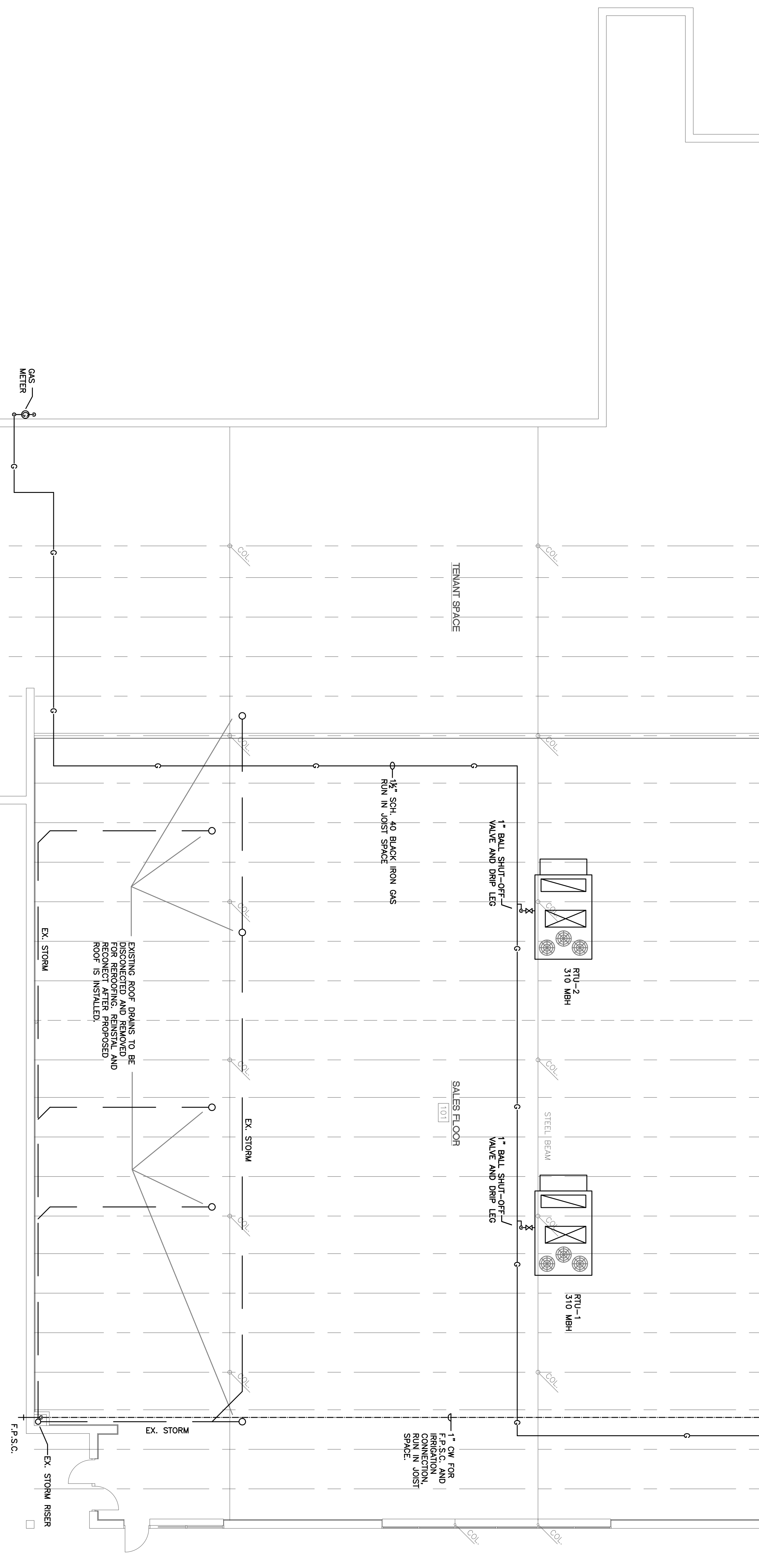
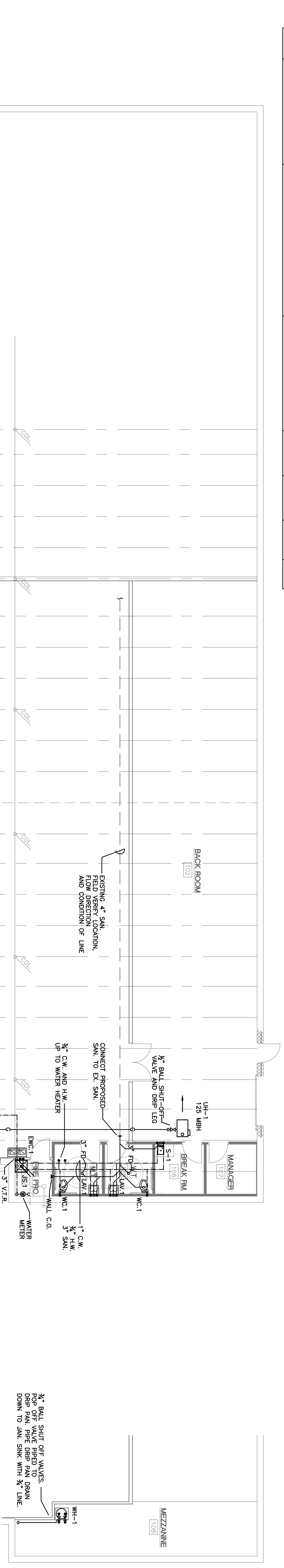
SHEET NO. M1	<h1 style="margin: 0;">ACE HARDWARE</h1> <p style="margin: 0;">PLAINWELL, MI</p>	RICHARD POSTEMA ASSOCIATES ARCHITECTS, DESIGNERS, & ENGINEERS <small>1550 4th ST., S.W. GRAND RAPIDS, MICHIGAN 49509</small> <small>PH. 616 591 8850</small>	
All dimensions are in feet and inches. The drawing was prepared by the architect and is subject to change without notice. The contractor shall verify all dimensions and conditions before construction.	JOB NO. 471117 DATE 3/13/17		

MARK	MODEL NO.	DESCRIPTION	FITTINGS	C.W. CONNECTION	H.W. CONNECTION	WASTE CONNECTION	REMARKS
WC.1	AMERICAN STANDARD 2234-013	ELEVATED 10" ROUGH IN VITREOUS CHINA, 14" RM HEIGHT, VITREOUS CHINA, 1" V/2" TO 3" DIA. WHITE WOODGRAND, 1" V/2" TO 3" DIA. WHITE	ELONGATED 10" ROUGH IN VITREOUS CHINA, 14" RM HEIGHT, VITREOUS CHINA, 1" V/2" TO 3" DIA. WHITE WOODGRAND, 1" V/2" TO 3" DIA. WHITE	1"	1"	3"	
LM.1	AMERICAN STANDARD 03501038	WALL HUNG LAVATORY, VITREOUS CHINA, 20 1/2" X 18 1/2" OVERALL, 18" HIGH, 18" DIA. @ 24 3/4" TALL, 3/4" WATER CONNECTION	FAUCET, 2-1/2" O.C. RELIANT, 3" H. VITREOUS CHINA, 18" HIGH, 18" DIA. @ 24 3/4" TALL, 3/4" WATER CONNECTION	1/2"	1/2"	1 1/4"	1,2
S-3	ELVAY UC-2219	8" RND DROPSIDE SINK, SELF-DRYING, 22 1/2" X 17 1/2" OVERALL, 18 1/2" H, 18" DIA. @ 24 3/4" TALL, 3/4" WATER CONNECTION	6" RND DROPSIDE FAUCET, 3" H. VITREOUS CHINA, 18" HIGH, 18" DIA. @ 24 3/4" TALL, 3/4" WATER CONNECTION	1/2"	1/2"	1 1/2"	
US.1	MUSTIE ESM	POLYESTER RESIN NATURAL CRUSHED STONE, 24" X 24" X 10" DEPTH, 10" HIGH, 10" DIA. @ 24" TALL, 3/4" WATER CONNECTION	FAUCET, 2-1/2" O.C. RELIANT, 3" H. VITREOUS CHINA, 18" HIGH, 18" DIA. @ 24 3/4" TALL, 3/4" WATER CONNECTION	3/4"	3/4"	3"	
EMC	VACHTASS	WALL MOUNTED, BI-LEVEL, BARRIER FREE, FRONT MOUNTED, ELECTRIC WATER SPOUR, HEAD, POLISH CHROME PLATED, 100-1PHI COMPRESSOR, 1/3" PH, 80PH, 120V-1PHI	UNIT TO BE STAINLESS STEEL	1/2"		1 1/4"	
3" FD	WIDE W-1103	6" DIA. CHROME, VITREOUS CHINA, WITH VITREOUS CHINA WOODGRAND					4
F.P.S.C.	WOODGRAND 67	FREED LESS WALL MOUNT, 1/2" DIA. VITREOUS CHINA, 18" HIGH, 18" DIA. @ 24 3/4" TALL, 3/4" WATER CONNECTION					

- NOTES:
- INSULATION KITS, TOUGER/DOW WITH INSULATION, TO BE INSTALLED AT EACH LAVATORY AND SINK.
 - PROVIDE TEMPERING VALVE AT EACH LAVATORY AND SINK. PROVIDE TEMPERING VALVE AT EACH LAVATORY AND SINK.
 - ALL FLOOR DRAINS, SHALL BE EQUIPPED WITH SURSEAL FLOOR DRAIN TRAP SEALER INDEPENDENT INSERT
 - THE FOLLOWING MANUFACTURERS ARE APPROVED TO PROVIDE EQUAL EQUIPMENT AND/OR MATERIALS OR MATERIALS NOT EQUAL OR EXCEEDING PROJECT MANUAL SPECIFICATIONS OR SPECIFIED MANUFACTURERS SPECIFICATIONS:
- RADIANT FLOOR COMPONENTS
 FLUSH VALVES
 ZURN, ROTH
 ZURN
 ELKAY
 WATER COOLER
 ZURN, SMITH
 PRICE, ARNSTROM
 FLOOR, ARNSTROM
 NOVEN, DISTRON
 CONROLS

WATER HEATER SCHEDULE	
WH-1	BRADFORD WHITE LET20L3-3 1500 W 120V, 1 PH 18" DIA. @ 24 3/4" TALL 3/4" WATER CONNECTION

2 MEZZANINE
SCALE 1/8"=1'-0"



1 PLUMBING FLOOR PLAN
SCALE 1/8"=1'-0"
PROPOSED M.E. HARDWARE 14,344 SF.



ACE HARDWARE CORPORATION PROVIDES THESE PLANS TO ASSIST RETAILERS WITH THEIR STORE DESIGN AND LAYOUT. THESE PLANS ARE NOT TO BE USED FOR CONSTRUCTION. RETAILERS SHOULD CONSULT WITH AN ARCHITECTURAL FIRM FOR ALL CONSTRUCTION AND PERMIT REQUIREMENTS. ACE HARDWARE IS NOT RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR PERSONS ARISING FROM THE USE OF THESE PLANS. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED. THESE PLANS SHALL NOT BE CONSTRUCTED TO PERMIT STORE DESIGN OR LAYOUT THAT DOES NOT CONFORM TO ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS.

FIXTURE INFO

FIXTURE DIMENSION KEY:
 EXAMPLE: 48W 84H 18D
 * 48" W x 84" H
 * 84" W x 84" H
 * 18" W x 84" H DEEP BASE DECK

ISLAND/GONDOLA SECTIONS:
 VARYING BASE DECK DEPTHS:
 48" WIDE: BASE DECK - SIDE B, PEGBOARD & UPRIGHTS, BASE DECK - SIDE A
 36" WIDE: BASE DECK - SIDE B, PEGBOARD & UPRIGHTS, BASE DECK - SIDE A

WALL GONDOLA SECTIONS:
 STARTER, WALL STRINGER, ADD ON, UPRIGHTS

STARTERS: 36" WIDE, 48" WIDE, MULTIFUNCTION

ADD ON'S: 36" WIDE, 48" WIDE

WIDE SPAN: STARTER, ADD ON

PALETTES: 48" WIDE, 36" WIDE, 24" WIDE

BULK MERCHANDISER: 48" WIDE, 36" WIDE, 24" WIDE

BOTTOM RAIL SUPPORT: 48" WIDE, 36" WIDE, 24" WIDE

HEAVY DUTY UPRIGHT: 48" WIDE, 36" WIDE, 24" WIDE

LOAD/EASER BAR BRACKET: 48" WIDE, 36" WIDE, 24" WIDE

SECURITY CAGES: 48" WIDE, 36" WIDE, 24" WIDE

SLIDER END CAP: 48" WIDE, 36" WIDE, 24" WIDE

END CAPS: 48" WIDE, 36" WIDE, 24" WIDE

POSS SYSTEM: 48" WIDE, 36" WIDE, 24" WIDE

LAVI QUEUING SYSTEM: WITH A SHELF FOR MERCHANDISE, WITHOUT A SHELF FOR MERCHANDISE

FIXTURE SPACING: ASSESS MEASUREMENTS FROM BASE DECK EDGE TO BASE DECK EDGE OR MIDDLE OF UPRIGHT TO MIDDLE OF UPRIGHT

SQUARE FOOTAGE INFO

TOTAL BUILDING:	11,729 Sq Ft	GREEN HOUSE:	
ACE RETAIL:		OFFICE:	
BACKROOM & OFFICE:		OTHER:	
GARDEN CENTER:			

PROJECT MANAGER INFO

NAME:	Mike Zajac	EMAIL:	mzajac@acehardware.com
CELL #:	847-287-7277	OFFICE #:	
DIVISION:	Eastern Division	PROJECT SUPPORT HOTLINE:	888-788-8271

STORE PLANNER INFO

NAME:	Tim Bussan	EMAIL:	tbuss@acehardware.com
CELL #:	708-821-5416	OFFICE #:	630-990-2408

PLAN INFO

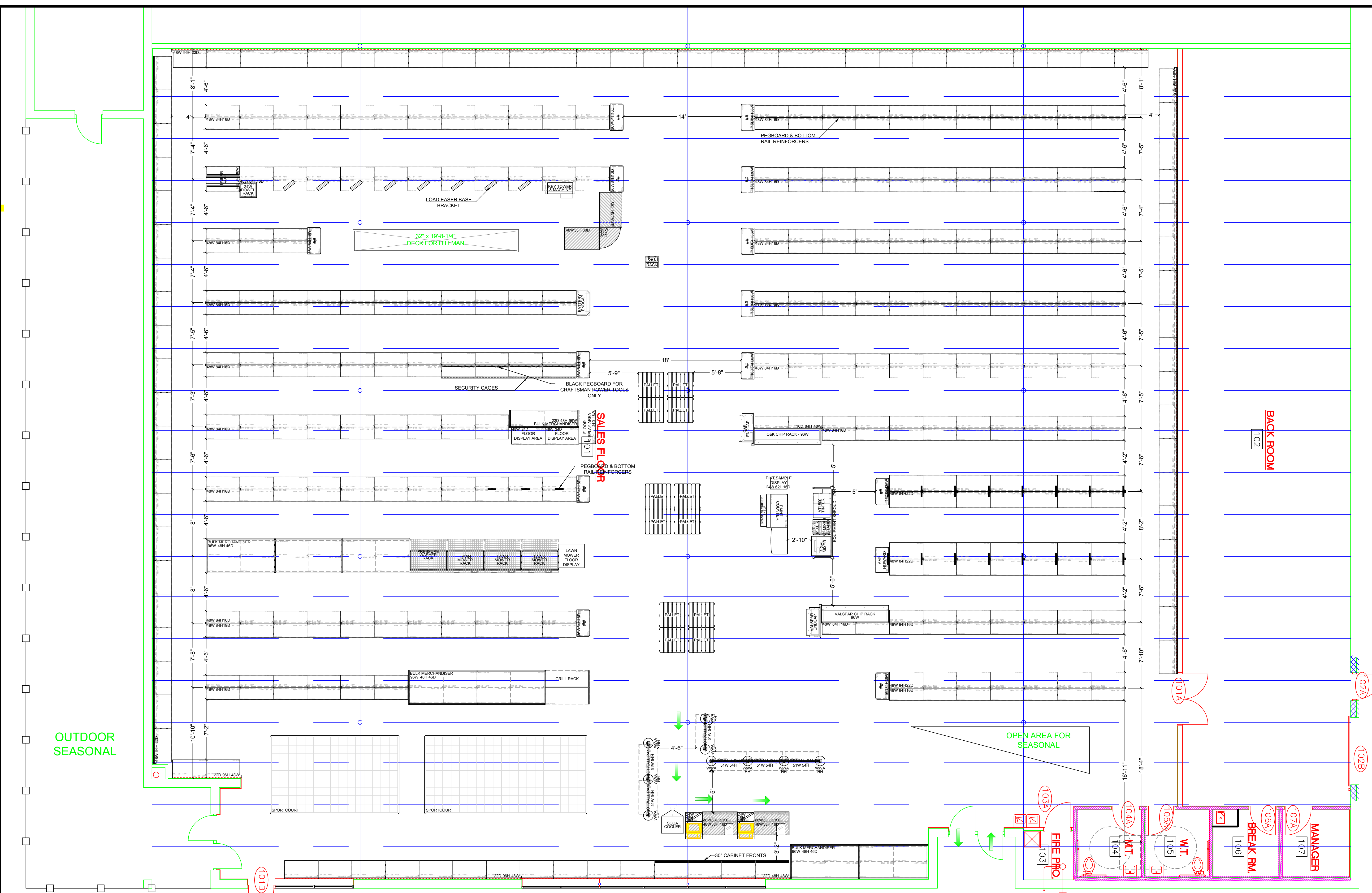
SCALE:	3/16" = 1'-0"	START DATE:	3/29/2017
FILE NAME:	Planmerl_ML_2.dwg	SAVE DATE:	3/29/2017
		PLOT DATE:	3/27/2017 11:33 PM

STORE INFO

PROJECT STORE #:		PARIENT STORE #:	
STORE NAME:		STORE ADDRESS:	
STORE CONTACT:		PHONE #:	
EMAIL:		FAX #:	

DRAFT COPY
 3/25/2017 10:51 PM

DRAWING INFO
 PRELIMINARY FIXTURE PLAN



BASE DECK COUNT

Count	DESCRIPTION	NOTES	NAME	FIXTURE_TYPE
30	BULK MERCHANDISER - 48" W x 22" D		BM484822_FP	HEAVY DUTY
1			HH_FC_48431313	
1			HH4813_FP	SPECIALTY FIXTURE
4	HALF ISLAND SECTION - 48" W x 16" D	REFER TO PLAN	HS4816_FP	ISLAND SECTION
308	ISLAND SECTION - 48" W x 16" D		IS4816_FP	ISLAND SECTION
11	ISLAND SECTION - 48" W x 19" D		IS4819_FP	ISLAND SECTION
7	ISLAND SECTION - 48" W x 22" D		IS4822_FP	ISLAND SECTION
28	ISLAND SECTION - HEAVY DUTY - 48" W x 22" D		IS4822HD_FP	HEAVY DUTY
2	WALL SECTION - 24" W x 13" D		WS2413_FP	WALL SECTION
85	WALL SECTION - 48" W x 22" D		WS4822_FP	WALL SECTION
477				



ACE HARDWARE CORPORATION/ACE PROVIDES THESE PLANS TO ASSIST RETAILERS WITH THEIR STORE DESIGN AND LAYOUT ACTIVITIES. THESE PLANS SHALL BE USED IN ACCORDANCE WITH THE SPECIFICATIONS AND ARE NOT A SUBSTITUTE FOR THE SERVICES OF ARCHITECTURAL, ENGINEERING, LEGAL, OR OTHER SERVICES AND DO NOT CONSTITUTE A WARRANTY OR REPRESENTATION BY ACE THAT RETAILERS USE OF SAME WILL ENSURE THE SUCCESS OF RETAILERS STORE. RETAILERS USE OF SAME ASSUMES ALL RESPONSIBILITY FOR OBTAINING ALL NECESSARY PERMITS AND RELATED FEES, INCLUDING THAT RETAILERS STORE COMPLIES WITH ALL CITY, FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES. RETAILERS ARE NOT BOUND TO THE ARCHITECT AND VENDOR'S ACT AND ALL OTHERS FOR THE STORE'S SUCCESS. THESE PLANS SHALL NOT BE CONSTRUCTED TO PERMIT STORE DESIGN OR LAYOUT THAT DOES NOT CONFORM TO ANY OTHER APPLICABLE LAWS AND ORDINANCES.

LIGHT FIXTURE INFO - LEDs

LED STRIP LIGHT FIXTURES
NOTE: TO BE USED WITH CEILING HEIGHT = 12'-0"'

8'-0" WIDE FIXTURE 4'-0" WIDE FIXTURE

LED HIGH BAY LIGHT FIXTURES
NOTE: TO BE USED WITH CEILING HEIGHT = 12'-0"'

44" WIDE x 18" DEEP FIXTURE 22" WIDE x 18" DEEP FIXTURE

LED TROFFER LIGHT FIXTURES

REAR FLOOD LIGHT FIXTURE **EMERGENCY LIGHT FIXTURES**

WITH EXIT SIGN WITH OUT EXIT SIGN

EXIT SIGN - WALL MOUNTED **WALL PACKS**

POST MOUNT LIGHT FIXTURES

- TARGETED SALES AREA LIGHTING LEVELS IS 100 FOOT CANDLES AT APPROXIMATELY 8 FT. AFF AND REFINISHED FLOOR. THIS MEASUREMENT SHOULD BE MADE AFTER FIXTURES AND MERCHANDISE IN PLACE. NOTE: EMPTY SALES AREA TARGETED LIGHT LEVEL IS 130 FOOT CANDLES.
- FLUORESCENT LIGHTING IS THE CORPORATE SPECIFIED LIGHTING TYPE UTILIZING 8 FT DOUBLE TUBE FLUORESCENT FIXTURES WITH 4 FT. T8 LAMPS, ENERGY EFFICIENT BALLAST WITH OR WITHOUT REFLECTORS.
- SUSPENDED FLUORESCENT FIXTURES IN AN OPEN CEILING TO BE INSTALLED AT 14 FT. - 18 FT. AFF.
- DROP CEILING FLUORESCENT FIXTURES FOR A TILE CEILING TO BE INSTALLED AT EXISTING CEILING LEVEL (12 FT. - 14 FT. AFF) RECESSED TROFFER FIXTURES ARE NOT RECOMMENDED.
- FLUORESCENT FIXTURES, TYPICALLY, TO BE SPACED 8 FT. TO 10 FT. ON CENTER AND RUN PERPENDICULAR TO ISLAND FIXTURE RUNS. PERIMETER LIGHT FIXTURE RUNS TO BE INSTALLED APPROXIMATELY 4 FT OFF ALL WALLS.
- FLUORESCENT LAMP SPECIFICATIONS IS A COLOR TEMPERATURE OF 3000 KELVIN AND COLOR RENDERING INDEX OF AT LEAST 86 - SHOULD BE AT LEAST 800 SERIES RATED LAMP.
- BUILDING ENTRY GLASS AND SKYLIGHTS ARE RECOMMENDED WHENEVER POSSIBLE.
- LIGHT FIXTURE TYPES/FOOT CANDLE SPECIFICATION FOR STOCKRECEIVING AREA, OFFICE, BREAK ROOM, REST ROOMS AND SERVICE AREA ARE AVAILABLE ONLINE.
- GREENHOUSE LIGHTING, IF USED, SHOULD UTILIZE A VAPOR TIGHT FIXTURE.
- OUTDOOR BUILDING AND PARKING LOT LIGHTING IS REQUIRED. A GENERAL OUTDOOR LIGHTING ILLUMINANCE RECOMMENDATION IS 3 FOOT CANDLES. (OR AS REQUIRED BY LOCAL CODE)

SQUARE FOOTAGE INFO

TOTAL BUILDING:	11,729 Sq Ft	GREEN HOUSE:	
ACE RETAIL:		OFFICE:	
BACKROOM & SERVICE:		OTHER:	
GARDEN CENTER:			

PROJECT MANAGER INFO

NAME: Mike Zajac EMAIL: mzejac@acehardware.com
CELL #: 847-287-7277 OFFICE #:
DIVISION: Eastern Division PROJECT SUPPORT HOTLINE: 866-768-9271

STORE PLANNER INFO

NAME: Tim Bussan EMAIL: tbuss@acehardware.com
CELL #: 708-821-5416 OFFICE #: 630-990-2408

PLAN INFO

SCALE: 3/16" = 1'-0"
START DATE: 3/27/2017
FILE NAME: Planwel_ML_2.dwg SAVE DATE: 3/28/2017
PLOT DATE: 3/28/2017 5:13 PM

STORE INFO

PROJECT STORE #:	PARENT STORE #:
STORE NAME:	STORE ADDRESS:
STORE CONTACT:	PHONE #:
EMAIL:	FAX #:

DRAFT COPY
3/28/2017 2:05 AM

DRAWING INFO

LIGHTING PLAN - LED



LIGHTING COUNT

Count	FIXTURE_NAME	Name
5	48W LED STRIP LIGHT FIXTURE	LP_LED_STRIPLIGHTS
163	96W LED STRIP LIGHT FIXTURE	LP_LED_STRIPLIGHTS
4	48W x 24D TROFFER	LP_LED_TROFFERS
172		

2' x 4' LED TROFFERS
8'-0" A.F.F. (TYPICAL)

411 Naomi Street
Plainwell, MI 49080
(269) 685.0700
(269) 685.0800 Fax

BORGESS
Pipp Hospital

May 9, 2017

City of Plainwell
Attn: Erik Wilson, City Manager
141 North Main Street
Plainwell, MI 49080

Re: Amendment to Ambulance Service Agreement

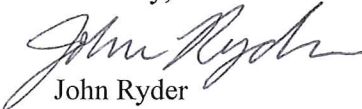
Dear Mr. Wilson:

As you know, your municipality (collectively, the "Municipalities") entered into that certain Ambulance Service Agreement, as amended (the "Agreement") with Borgess-Pipp Hospital, a wholly-owned subsidiary of Borgess Medical Center d/b/a Plainwell Area Ambulance effective as of July 1, 2009 for the subsidization of the provision of ambulance services. The initial term of the Agreement was for a period of five (5) years and expired as of June 30, 2014. As specified in the Agreement, the Agreement may be renewed for additional three (3) periods upon the execution of a written agreement signed by all parties. An Amendment to Ambulance Services Agreement was executed and extended the term to June, 30, 2017. This Letter shall serve as your agreement, on behalf of your municipality, to amend and extend the Agreement upon the same terms and conditions for a period of three (3) years through June 30, 2020. Attached hereto as Exhibit A are the rates that will be in effect as of July 1, 2017 until such are revised as specified.

Please present this proposed amendment at your next Board or Council meeting and let me know whether you will be agreeing to amend and extend on behalf of your Municipality.

If you are in agreement with the terms of this letter and the terms have been agreed to and approved by the governing body of your Municipality, please acknowledge below and send a copy back to Ryan Cronk at Plainwell Area EMS, 411 Naomi St., Plainwell, MI 49080. If you have any questions, please feel free to contact Ryan (269) 685-0879.

Sincerely,



John Ryder
Chief Operating Officer
Borgess-Pipp Hospital

AGREED AND ACKNOWLEDGED:

CITY OF PLAINWELL

By: _____

Its: _____

Date: _____

**EXHIBIT A
ANNUAL SUBSIDY FEES**

During the first year of the term of this Agreement, the Municipalities shall pay compensation to Borgess Foundation, the Borgess Pipp Fund in the amount of Forty-One Thousand Nine Hundred Twenty Four and 00/100 (\$41,924.00), payable in monthly installments of Three Thousand Four Hundred Ninety-Three and 67/100 (\$3,493.67) Dollars. Such payments shall be due on or before the tenth day of each month. The subsidy amount will increase annually, beginning on July 1, 2017 and for each subsequent year that the Agreement remains in effect by the greater of 0% or the unadjusted 12 month annual percent change in the Consumer Price Index for All Urban Consumers (CPI-U) for All Items as of the end of December of the prior calendar year.

The subsidy is intended to fund the capital expense to purchase and replace ambulances for the Plainwell Area EMS Ambulance Service.

The individual Municipalities shall each be responsible for a portion of the subsidy according to the following percentages which are based on the 2010 U.S. Census Bureau, Minor Civil Divisions.

Subsidy Payments – Initial Year of Renewal Year

Municipality	2010 Census	Percentage of Total Service Area Census	Annual Subsidy	Monthly Payment
Gun Plain Township	5,895	30.625%	\$12,839	\$1069.92
City of Plainwell	3,804	19.762%	\$8,285	\$690.42
City of Otsego	3,956	20.552%	\$8,616	\$718.00
Otsego Township	5,594	29.061%	\$12,184	\$1,015.33
Total	19,249	100.00%	\$41,924	\$3,493.67

City of Plainwell



“The Island City”

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

Department of Public Works
126 Fairlane Street
Plainwell, Michigan 49080
Phone: 269-685-9363
Fax: 269-685-7278
Web: www.plainwell.org

To: Erik J. Wilson, City Manager
From: Rick Updike, Public Works Superintendent
Date: June 6, 2017
Subject: 2017 Pavement Marking Recommendation to Council

The City of Plainwell opened bids for pavement striping services on May 17, 2017. The work included remarking Major Streets and the Main and Prince Street bike lanes.

The bids were received as follows:

Accurate Striping	\$9,294.86
Ace Parking Lot Striping	\$9,122.40
P-K Contracting	\$16,450.00

The June End Of Month report showed \$6,122.87 in Major Streets, Traffic Services, Repair and Maintenance-Outside Services. Other line items in Major Streets can provide additional funds to keep Major Streets within the budget. I recommend that Council award the 2017 Pavement Marking contract to Ace Parking Lot Striping in the amount of \$9,122.40.

Sincerely,

A handwritten signature in black ink that reads "Rick Updike".

Rick Updike, Superintendent of Public Works, City of Plainwell

City of Plainwell



“The Island City”

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

Department of Public Works
126 Fairlane Street
Plainwell, Michigan 49080
Phone: 269-685-9363
Fax: 269-685-7278
Web: www.plainwell.org

To: Erik J. Wilson, City Manager
From: Rick Updike, Public Works Superintendent
Date: June 7, 2017
Subject: 2017 Airport Paving Recommendation to Council

The City of Plainwell opened bids for repairing ramp and taxiway pavement at the Plainwell Municipal Airport on Wednesday June 7, 2017. The work consists of milling 2,580 square yards of existing pavement to a depth of one and one half inches and repaving using MDOT 36A asphalt pavement in one two inch minimum thickness lift for a total minimum thickness of two inches.

The bids were received as follows:

<u>Vendor</u>	<u>Bid</u>
Michigan Paving	\$33,650
Black Gold	\$28,390
A-1 Asphalt	\$26,197
Rieth Riley	\$75,800
Wyoming Asphalt	\$25,950
Lakeland	\$25,950

Wyoming Asphalt and Lakeland submitted identical bids for the work. Neither company is located in the City; however Wyoming Asphalt has a Plainwell address. Lakeland is located in Battle Creek. Federal acquisition regulations address equal low bids suggesting selection favoring smaller businesses, addressing area labor concerns or other business concerns the City may be able to discern between the two companies. All that being equal they suggest selection by drawing. The City is not bound by Federal regulations, however, their guidelines underline the importance of using a fair process to make a selection and suggest a suitable place to begin a discussion. I recommend that Council have that discussion and recommend a vendor for the work.

Sincerely,

A handwritten signature in black ink that reads "Rick Updike".

Rick Updike, Superintendent of Public Works, City of Plainwell

Plainwell, Michigan



Contract for Website Development and Related Services May 31, 2017

Jay Sheth
jsheth@muniweb.com
Direct: 248.931.5556
888-MUNI-WEB

55 E. Long Lake Rd, #230
Troy, Michigan 48085
www.muniweb.com



CONTRACT FOR WEBSITE DEVELOPMENT AND RELATED SERVICES

This contract for Website Development and Related Services is made by and between the City of Plainwell, Michigan, hereinafter referred to as "Client" and Municipal Web Services, 55 E. Long Lake Rd, #230, Troy, Michigan 48085, hereinafter referred to as "Muniweb." In consideration of the mutual promises and agreements herein contained, the parties agree as follows:

1. Scope of Services and Compensation

1. Muniweb will design and develop an Internet Website for the Client that will include the features specified in the Proposal dated March 29, 2017 attached hereto and made part of hereof by reference. Completion of the programming of content by Muniweb for the Internet Website shall be completed within the prescribed time as specified in the Proposal.
Payment of \$6,800 for website development of the website as set forth in proposal dated March 29, 2017; will be in three installments; 30% of the fee \$2,040 will be paid at the commencement of this contract, 30%, \$2,040 will be paid upon completion of design. Remaining 40%, \$2,720 upon completion of the development.
2. A monthly payment of \$200 for hosting and software maintenance and additional option services as set forth in the proposal. This also includes up to 2 hours of website support or content update per month.
3. Electronic material required for this website will be provided by the Client and any effort in creating electronic materials such as scanning or data entry will be tracked on a document-by-document basis.
Time for rendering of material into electronic format will be billed at Muniweb's standard Web Graphics Designer rate.
4. Muniweb will provide all hosting equipment for the site including a minimum disk as specified in the attached proposal and will maintain at all times the site's connection to the Internet.
Muniweb will provide additional disk space for a fee specified in the attached proposal.
5. Ongoing content update and support will be billed at Muniweb's Standard Web Stewart rate; billable in 15 minute increments. Ongoing Graphics design and Software development will be billed at Muniweb's Web Graphics and Web Programmer rate respectively .
6. Muniweb will provide 5 email ID's with the hosting. Additional email ID's for a fee specified in the attached proposal upon request by the Client.

7. Upon written request of the Client, Muniweb will make updates to the Client's website for the fee as specified in the attached proposal
8. If included in the proposal, Muniweb will provide muniCMS training to personnel as specified by the Client. Training will be provided using a web-based meeting. The Client's website will be used as a training tool during the training session. Client will provide one computer capable of running Internet Explorer or Google Chrome.

Client can request for additional Internet based muniCMS training at the rate specified in the attached proposal.

9. Upon request of the client, and for the fee specified in Section III.9. below, Muniweb will take photographs for use on the Client's website. All photographs become the property of the Client upon delivery.

2. Term of Contract

The term of the Contract shall commence upon the date of execution of the Contract by the Client ("Effective Date"). The Contract shall have an initial term of one year, and may be renewed for one-year terms thereafter with a writing signed by both parties. At any time after the initial term of this Contract, the Client may give Muniweb thirty days prior written notice of intention to terminate, with a written statement of reasons for termination, which shall terminate this contract. Termination for cause may be immediate. Muniweb shall be entitled to such fees that it has earned at the time the termination becomes effective.

3. Method of Payment for Services

All compensation amounts, unless otherwise stated, shall be invoiced when the work billed has been completed, and payment on such invoices shall due no later than 20 calendar days.

4. Dispute Resolution

This Contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Michigan.

5. Miscellaneous

1. The Muniweb shall not, either during the term of this Contract or at any time thereafter, disclose to any person, firm or corporation any information concerning the business or affairs of the Client which they may have acquired in the course of or as incident to its services hereunder, for its own benefit, or to the detriment or intended or probable detriment of the Client.



2. The Client shall at all times own the website content created pursuant hereto, and may upon expiration of the term hereof, contract with another website service provider or providers for any or all services described herein. The Client may also change said website in any way it sees fit in the Client's sole discretion, and Muniweb shall cooperate with Client in all instances to do so.
3. None of the services giving rise to itemized billing pursuant shall be performed except upon receipt by Muniweb of a written request for same signed by an authorized employee of the Client.
4. All notices and requests, if any, required pursuant to this Contract shall be sent by certified mail, return receipt requested, by personal service, by a national overnight/next day delivery courier (e.g., Federal Express addressed as follows or at such other address as identified by the Parties:

<p>If to the CLIENT: Denise Siegel, Community Development Manager City of Plainwell, Michigan 211 N. Main Street Plainwell, MI 49080</p>	<p>If to the MUNIWEB: Municipal Web Services 55 E. Long Lake Rd, #230 Troy, Mich. 48085-4738</p>
---	--

Either party may change the place for the giving of notice to it by written notice to the other as provided herein.

5. Muniweb shall, upon the request of the Client, provide documentation to the Client of services performed on particular date.
6. This Contract may be amended only with the mutual consent of the parties and all amendments must be in writing
7. The waiver of one Party of any breach of this Contract or any rider hereto or the failure of one Party to enforce any provisions hereof shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.
8. Muniweb's total liability for damages sustained by any person, persons or property damage on account of any act, errors, omissions or neglect will be limited to 50% of the Website development project which in this case is \$3,400.
9. The Client retains the Muniweb only for the purposes and to the extent set forth in this Contract, and the Muniweb's relation to the Client shall, during the term of this Contract and period of performance of the Services hereunder, be that of an independent contractor. It is acknowledged that at all times the Muniweb is separate



and independent from the Client and that the Muniweb shall utilize a high level of skill necessary to perform the work Services under this Contract.

10. Muniweb acknowledges and agrees that the relationship of the Parties hereunder shall be that of independent contract and that neither Muniweb nor its employees shall be deemed to be an employee of the Client for any reason whatsoever. Neither Muniweb nor its employees shall be entitled to any Client's employment rights or benefits whatsoever.

Signature
Jay Sheth



May 31, 2017
Date

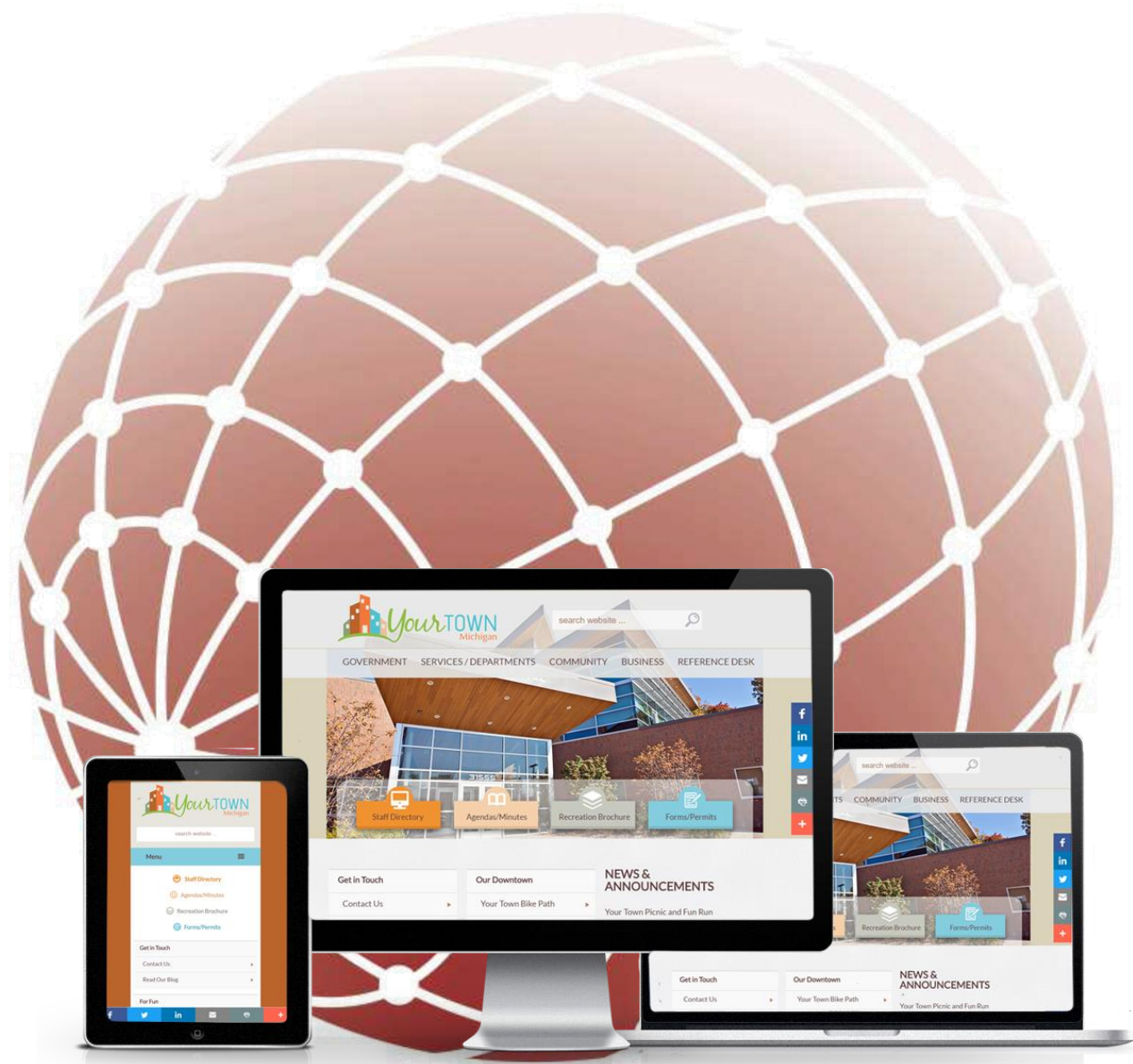
Client Signature
Print:

Date



City of Plainwell, MI

Proposal for Website Development Services March 29, 2017



Jay Sheth
jsheth@muniweb.com
888-MUNI-WEB

55 E. Long Lake Rd, #230 Troy, Michigan 48085
www.muniweb.com



custom solutions since 1997



55 E. Long Lake Rd, #230
Troy, Michigan 48085



jsheth@muniweb.com



muniweb.com



888-MUNI-WEB

Table of Contents

In electronic version, click on any chapter in the Table of Contents to move to that section

INTRO LETTER.....	8
PRICING.....	9
TECHNICAL SPECIFICATIONS.....	12
PRICING CALCULATOR	ERROR! BOOKMARK NOT DEFINED.
MUNICMS SPECIFICATIONS.....	14
WORK PLAN / IMPLEMENTATION	15
PROJECT TIMELINE	16
OPTIONAL SERVICES DESCRIPTIONS.....	17
SHOWCASE	20

Dear Ms. Siegel:

Thank you for considering muniweb® as a partner for the City of Plainwell website redevelopment project. We have studied your RFP and look forward to presenting our solutions to create an engaging, simple-to-use and easy-to-update website.

Your community's website is your 24/7 Information and Publicity Center, the first look that you provide to new businesses and residents. We would be delighted to be a part of the transition that showcases your community's strength and richness to the world.

To summarize the proposal:

Our muniCMS is based on a commercial CMS with several specialized modules intended for municipalities like:

- Citizen Action Center – so your residents can report problems
- Emergency Alert Notification – send an email to your website to place a prominently-placed message on every page in your website and send email and text messages to subscribers
- Available Buildings and Sites – advertise vacant space in your community to attract new business
- Business Directory – search by name and category, results appear on a map
- Our Responsive Web Designs ensure that your website displays optimally on all screen sizes
- And many more ...

A complete list of our modules is on page 9.

In the proposal, we offer two different options:

For the initial cost of \$6,800 and \$200 monthly hosting fee, we include:

- Custom website design
- Website development
- Content reorganization, migration and testing
- Monthly hosting fee of \$290, which includes up to 2 hours per month of Website updates or additional training.

A templated design with the same features is \$5,700 and \$260 monthly hosting

To help you in deciding which features to include in your new website, we've provided our Pricing Calculator on page 8. On this calculator, I have selected the Basic Package and added options that I believe you will need for the template option. The Enhanced Package price is the Custom Design option. This is an interactive tool to help you attain optimum balance between website functionality and your budget. Remember, you can always add features after the website goes live.

We look forward to serving and partnering with the City of Plainwell.

Best Regards,

Laura Hoffman

Laura Hoffman
Sales / Steward
Municipal Web Services
laura@muniweb.com
Direct: 248.639.4445



Pricing	
<p>One-time fee 30% due at contract signing, 30% due upon design approval and balance due after website is deployed</p>	\$6,800
<p>Monthly Recurring Includes hosting, software and hardware maintenance. Does not include website content updates. Begins after website is deployed (5% annual increase each year beginning year 5)</p>	\$200

Package Pricing Includes:	
<p>Hosting on muniweb® Servers - Up to 4 GB of storage; muniCMS software licensing and maintenance updates</p>	Included (\$20/1GB/mo additional storage)
<p>Customer Support 7a-7p ET, M-F – 2-hour response time and 24/7 Emergency Response</p>	Included
<p>Warranty muniweb® warranties work for one year and will address technical problems that arise during the first twelve months after completion of website.</p>	Included
<p>Enhanced Package Custom Design Premium Search Premium Calendar Existing Templated Design Homepage Slideshow Online Contact Us form Polls Surveys Press Release Module Agendas and Minutes Module Bids/Proposals Module Mailing List Setup Emergency Notifications 2 Hours Support/Mo Image Gallery</p>	Included

Pricing	
One-time fee 30% due at contract signing, 30% due upon design approval and balance due after website is deployed	\$5,700
Monthly Recurring Includes hosting, software and hardware maintenance. Does not include website content updates. Begins after website is deployed (5% annual increase each year beginning year 5)	\$260

Package Pricing Includes:	
Hosting on muniweb® Servers - Up to 4 GB of storage; muniCMS software licensing and maintenance updates	Included (\$20/1GB/mo additional storage)
Customer Support 7a-7p ET, M-F – 2-hour response time and 24/7 Emergency Response	Included
Warranty muniweb® warranties work for one year and will address technical problems that arise during the first twelve months after completion of website.	Included
Basic Package Existing Templated Design Responsive Design Homepage Slideshow Standard Search Standard Calendar Online Contact Us form Polls Surveys Press Releases Module	Included

Pricing Assumptions

Pricing is valid for 90 days from the date of this proposal

The following assumptions have been made in preparing the timeline and pricing in this proposal. Deviations from the assumptions may impact the pricing and timing of the project.

- Clean, appropriately sized graphical objects (maps, pictures, logos, seals, etc.) will be specified by muniweb® and provided by your website committee. If approved by your committee, muniweb® may use other images.
- Material for the site will be provided in electronic format.
- PDF documents will be migrated as is

The following labor rates will be used for work outside of scope, additional content or for future development and enhancements:

Web/HTML construction	\$55/hr.
Graphics and Design	\$70/hr.
Software Development and Scripting	\$90/hr.

24/7 Conditioned Power

- Battery Back-up
- Natural Gas powered Generator

Communication and Bandwidth:

- 250 Mbps
- Multiple carriers: AT&T, Verizon
- Redundant routers

Monitoring:

- Power and temperature control assurance
- All critical components- Internet connectivity, servers and routers

Redundant data centers located in:

- Southfield, MI

Data Backup:

- On-site / Online Daily Backups
- Off-site / Online Archival

Data Redundancy:

- All servers have RAID-5 hot swappable disks

Data Security:

- OS Security always updated
- Router level port blocking and reporting
- Router level packet filtering and reporting
- Server level port blocking and reporting
- Weekly penetration and security tests
- Weekly intrusion scans

	Basic	Enhanced	Premium
Existing Templated Design	✓	✓	✓
Responsive Design	✓	✓	✓
Homepage Slideshow	✓	✓	✓
Standard Search	✓	✓	✓
Standard Calendar	✓	✓	✓
Online Contact US form	✓	✓	✓
Polls	✓	✓	✓
Surveys	✓	✓	✓
Press Releases Module	✓	✓	✓
Custom Design		✓	✓
Premium Search	✓	✓	✓
Premium Calendar	✓	✓	✓
Agendas and Meetings	✓	✓	✓
Bids and Proposals Module	✓	✓	✓
Mailing List Setup (first mailing list) Add'l mailing lists - \$200/list	✓	✓	✓
Emergency Notifications Includes Email and Text	✓	✓	✓
2 Hours Support/Mo	✓	✓	✓
Image Gallery (unlimited images) Add'l Galleries are \$300/ea	✓	✓	✓
Multi-Layered Homepage Slideshow			✓
Blog			✓
Push to Social Media			✓
Document Library			✓
Action Center			✓
Business Directory Up to 50 business, 3 categories			
Available Buildings and Sites Up to 50 listings, 3 criteria			
Facility reservation and payment Add'l charge for payment processing			
Event / Class registration and payment Add'l charge for payment processing			
Video on Demand Setup Min \$10 storage and \$12.50 bandwidth fee/month			
Video - Live Streaming Setup Min \$10 storage and \$12.50 bandwidth fee/month			
Intranet Utilizes same template and layout			

One time Fee: | \$ 5,700 | \$ 6,800 | \$ 8,500 |

Hosting / mo | \$ 260 | \$ 200 | \$ 250 |
5 Emails included - \$25 / mo for every 25 email blocks

Prepared for Plainwell, MI on March 29, 2017
Prices Valid for 90 days

 55 E. Long Lake Rd, #230
Troy, Michigan 48085
  jsheth@muniweb.com
  muniweb.com
  888-MUNI-WEB

All information contained in this proposal is ©2017 by muniweb®. Terms and Conditions Apply Page: 8

Standard Functions

Browser Based Administration for Non-Technical Users
 WYSIWYG editor
 FTP Capable
 Responsive Web Design (RWD)
 ADA Compliance
 Cascading Style Sheet (CSS)
 Cross Browser Compatibility
 Search Engine Optimization (SEO)
 Workflow Process and Management
 User Permissions and Roles
 Control Access by Function and Levels
 Archive Features
 Scheduled Publishing
 Auto Expiration
 On-Page Revisions Archive and Restore
 Version Control
 Third Party Links
 Hyperlink Reports

Basic	Enhanced	Premium
Existing Templated Design Homepage Slideshow Standard Search Standard Calendar Online Contact Us form Polls Surveys Press Release Module	All Basic Features Custom Design Premium Search Premium Calendar Agendas and Minutes Module Bids/Proposals Module Mailing List Setup Emergency Notifications 2 Hours Support/Mo Image Gallery	All Basic Features All Enhanced Features Multi-layered Homepage Slideshow Blog Push to Social Media Document Library Action Center

Additional Modules

Business Directory - Up to 50 business, 3 categories
 Available Buildings and Sites - Up to 50 listings, 3 criteria
 Facility reservation and payment - Add'l charge for payment processing
 Event / Class registration and payment - Add'l charge for payment processing
 Video on Demand Setup - Min \$10 storage and \$12.50 bandwidth fee/month
 Video - Live Streaming Setup Min \$10 storage and \$12.50 bandwidth fee/month
 Intranet - Utilizes same template and layout

Initial Consultation: Design Consulting/Systems Analysis**Phase duration:** Approximately 3 weeks

During this phase of development, we will meet with members of the website committee to discuss the design including the look, feel and layout of the site. We also review a number of websites to ascertain preferences for certain design elements such as color, abstraction, imagery, placement of navigation, etc. Using this feedback, we create the unique home page design customized for your community.

**We view our clients as partners
in creating a successful global
website presence.**

Then we create a web-based Client Workshop that facilitates communication between your project manager and our web developers. The workshop tracks required content, acceptable formats/media, project status, and includes an area where your project manager or website committee can view material under development.

If muniweb® is contracted to develop a custom application such as a permitting application, we will conduct a requirements analysis including a review of infrastructure hardware and software and develop cost estimates and a project plan for the system.

Second Consultation: Design/Content/Navigation Review**Phase duration:** Approximately 1½ weeks

During this phase, we review the home page design and make requested changes. After home page design signoff, we create a complimentary interior page design to be used throughout the site to ensure consistency.

We also review the navigation layout. During the navigation review we look at primary and secondary level navigation to ensure information is easy to find.

We review the proposed material for the site with content creators to determine the status of content (on the existing website if available) and to discuss any potential new content. Our project managers and web steward can answer questions about typical and best practices approaches to content.

Website Construction: Template Creation/Content Migration**Phase duration:** Approximately 4-6 weeks

During this phase we construct the template pages for each section of the website, cut and optimize graphics and build scripted navigation components. We build the various content pages using the appropriate templates. Once content is in place, both muniweb® and client review takes place and cross browser/mobile testing is completed.

Website Deployment: Go Live**Phase duration:** Approximately 2-3 days

During this phase, we relocate the website to production servers, perform DNS setup activities if appropriate, and register the website at search engines where necessary.

Implementation Summary

The typical development timeframe is about 12 weeks. Development can be shorter if content is provided to muniweb® immediately. Development can be longer if content/imagery/data is not provided in a timely manner.

This timeline provides a representation of the typical timeline for a website redesign project after the contract has been signed.

Task	Who	Month 1				Month 2				Month 3				Month 4			
		Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10	Wk 11	Wk 12	Wk 13	Wk 14	Wk 15	Wk 16
		Design										Test / Review				Live	
				Construct										Training			
Design																	
Discuss design preferences	MWS CLIENT																
Design creation	MWS																
Review design	MWS CLIENT																
Design modifications	MWS																
Content Consult	MWS CLIENT																
Construct																	
Create CMS templates	MWS																
Website Construction	MWS																
Provide content	CLIENT																
Content Migration	MWS																
Review of website	MWS																
Browser and mobile testing	MWS																
Review of website	CLIENT																
Deploy																	
Go Live / Deployment	MWS																
End User Training	MWS CLIENT																
Software Maintenance	MWS																→
Website Content Updates	CLIENT																→
Customer Support	MWS																→

muniweb® has worked with many of our clients to expand services on their website past the initial development. We will work with department heads to develop a strategy for web enabling services for your community. When our clients express a need or desire to enhance their site, we work with them to select the best approach, whether off-the-shelf software or a custom system, and then work toward that goal. Infrastructure or back-end software greatly influences the approach taken on web-enabling services. muniweb® will assess your readiness to move forward with these projects and to budget appropriately for the costs of these services.

Website Content Updates - muniweb® can add content to the website as requested by authorized personnel. The periodicity of change for pages at a municipal site varies from weekly to annually. We can use a combination of telephone, email and courier/mail to interact with your content creators. Both a primary and secondary web steward will be assigned to maintain the website. Each web steward is trained to make modifications to a site quickly while maintaining the design standards that give our municipal websites their consistent, professional look and feel. Our processes ensure that updates from emergency changes to low priority additions are handled quickly. Charges are assessed on a ¼ hour basis so that you won't get charged a full hour for a change that only takes a half hour to make. A billing report is provided each month that details maintenance activities on the website. Best of all, our web stewards guarantee a four business hour response time for routine maintenance items.

Maintenance Billing Detail Report			
Municipality		City, State	Month/Year
			February 2013
Cost Center - City			
Date	Task	Initial	Time
2/1	Add HTTP info	TH	0.25
2/2	Posted 2/1/13 Agenda, posted 10/13 agenda on website	TH	0.5
2/3	City News 2-13	CLC	0.75
2/8	Posted 1/22/13 agenda and minutes; posted 2/4 CC minutes; posted 9/12 and 10/10 Acts minutes; posted 1/20 on Waste info; 3 items, page and 6 contact changes; posted 1/20/13 notice on 1/21/13; Village overview page; updated 1/21/13 Board of Director; updated updates on all 1/21/13 photos	ID	1.00
2/11	update Election Office and posting	TH	0.25
2/12	post 11/14 P&R minutes	TH	0.25
2/13	Posted 2/10 Minutes agenda; 2/13 Acts agenda and 2/19 planning agenda; updated various applications; updated sheet on waste info; posted Real 1/21/13 agenda and P&R application form; posted An Commission meeting minutes	ID	0.75
2/14	Posted 1/23/13 Act House exhibit info and picture; posted Act House Tracking info and 5/16	ID	0.50
2/14	City News 2-14-13	CLC	0.75
2/15	Posted 2/19 CC agenda and packet; posted 3/21 agenda and 10/18 minutes	ID	0.50
2/20	Posted amended Budget Session meeting notice; posted 3/18 Liquor License Review agenda; updated Mayor Advisory member list; posted 1/1, 1/22, and 1/14 CC minutes	ID	0.50
2/20	City News 2-20-13	CLC	1.00
2/21	Posted 1/4 and 4/28 CC special meeting notices; updated Recreation Commission minutes and description	TH	0.25
2/22	post 1/18 Minutes minutes; 1/19 PC minutes; 1/21/13 Council agenda	TH	0.25
2/27	update 1/15/13 Election page; add Lien Release info to Property Tax Related page; add 2/13 Indiana Rate Calculator; prepare post: 12/1/10; 11/14/12; 12/1/12; 1/9/13 Meeting Commission minutes	TH	1.5
2/27	City News 2-27-13	CLC	0.75
2/28	prepare post: View of Center Call for Bids; post 2/3 PC agenda; post Act; Review Capital Asset Assessment RFP; post 1/13/13 A minutes; post 2/13/13 CC minutes; post 7/12/12 & 9/22/12 Election Commission Minutes; additional 1/15/13 Election page change; post: 2/10/12; 9/21/12; 9/18/12; 10/16/12; 11/20/12; 12/18/12; 1/15/13 2-19-13 BDA	TH	1.0
Total Hours			10.75

Website Content Training - muniweb® can provide training for your staff to update content on the website. Training is typically provided via an Internet-based technology such as GoToMeeting. This allows for students to each work at their own workstation without the need for a centralized training facility. Training is performed using your new website as a training tool while performing typical update tasks such as adding agendas and minutes to the website.

Action Center (Citizen Issue Resolution) – For creating online forms that can be used for tracking constituent requests. A powerful workflow management tool enables issues to be tracked, resolved and reported - to other staff or to the constituent.

Agendas and Minutes Module – All of your agendas, packets, minutes, additional documents, video links are in one place organized by year and board/commission. A separate index means that search results are faster and more relevant.

Available Buildings/Sites – Allows you to provide an important tool to commercial realtors to make their inventory of buildings and sites readily available to interested merchants and site selection consultants. Customize your own ABS system including search criteria, search results, building and site details. You decide who is able to add/edit/delete properties from the database and what information is displayed for each property. The system makes it simple to send periodic reminders to realtors to keep their information up to date.

Bids/Proposals Module – Your editors simply fill in the blanks of this online form and the information is displayed in a professional manner. With our publish from / publish to fields, you decide when you want the information to start displaying and when you want it to come down.

Blogs – Create a blog for your website. Choose when and how long to publish your posts, allow commenting on your blog posts, and appoint a moderator (recommended).

Business Directory – Community members can use your Business Guide to look up businesses. Search by Business Name, Business Type, or view a List of Businesses by Letter. Business listings can include email addresses, website addresses, images, business description, hours of operation, marketing text and current promotions.

Document Library Module – Searchable consolidated area for forms, documents, agendas/minutes, newsletters, press releases, etc. It is customized to the look and feel of your website and features a user-friendly admin system for quick document upload.

Emergency Notifications – email your website and the information is posted in a prominently placed area on every page in your website, a text notification is sent to subscribers, and an email is sent to subscribers. Updating and removing the message can also be done with an email.



Image Gallery – upload your photos by event and have thumbnails of all images display on an overview page. Clicking an image displays a larger view. You can even add captions.

Intranet – Many functions of the Human Resources office can be presented in a password-protected website that employees can access 24/7. Intranets typically post Benefits/Enrollment information, Payroll information and forms, Policies/Procedures, Employee Review/Evaluation documents, Internal Job Postings, Training/Education information, Employee Directories, etc. Having an Intranet puts all this information at employees' fingertips 24/7.

Mailing List – Communicating with the numerous interest groups in your community can be a challenge: Job seekers, soccer moms and dads, community members, and the trades. They'd all appreciate getting tailored information as soon as it's available. Our List Serve can help. It reduces the administrative burden of keeping track of email distribution lists. It also automates the subscribe and unsubscribe process, making it convenient for your constituents to join and leave your mailing lists at their convenience.

Mobi Apps – Create specialized apps for mobi devices specific to your needs.

Communication tools are inexpensive ways to get targeted information to the right people at the right time.



Online Submittable Forms with Captcha Technology - Annoyed with spam email generated from the online forms on your website? We can help! We've implemented technology that stops "form spam" with 100% success rate. Say good-bye to those pesky and unwanted sales messages from your web forms!

Because we specialize in municipal websites, we'll put your city on the vanguard of e-government.

Password Protected Pages – Maybe you want to make some documents available to just one committee for review before they're finalized. We can allow access to just certain users. Forgotten passwords? Not a problem, muniCMS can generate and email without using staff.

Polls – Create a single question poll that can be integrated into any section of your website. Allows visitors to view current and previous poll results.

Press Releases Module – contains all the fields for a standard press release. Can be used with the push to social media option, so you can put place information in your website and without leaving that dashboard, 'push' the information to your Facebook and Twitter accounts.

Registration System – A CPR class at the fire station or paying for Breakfast with the Mayor, we can register your guests for all types of events.

Reservation System – Allows for community members to reserve facilities online.

Secure Pages with SSL Certificates - Typically, SSL is used to secure credit card transactions, data transfer and logins.

Social Media Direct Message – Communication is key and the faster and easier, the better. You can add content to your website and at the same place, 'push' the information to your social media accounts.

Streaming Video - The City of Novi (www.cityofnovi.org/Resources/Video.asp) wanted to provide live streaming of council meetings along with an archive of videos from previous meetings. muniweb® implemented a video streaming service, trained their employees and provide ongoing service to ensure that videos are available quickly and consistently to the City's constituents.

Surveys – Set up multi-question surveys. Features fully functional admin system, 30+ different question types, data export to Excel/CSV file and advanced reporting console.

Syndicated Content (RSS Feeds) - The City of Novi (www.cityofnovi.org) wanted to push communication to their constituents using syndicated content. muniweb® worked with them to implement an RSS feed with support for Yahoo, Google, Newsgator and AOL. Hundreds of users receive these feeds on their custom RSS pages at these sites.

Text Notification System – If you need to get a short message out in a hurry, our Text Notification System makes it easy. Visitors to your site can sign up for one or more custom text notifications lists such as Emergencies, Cancellations, Closings, etc.





Farmington Hills, MI
www.fhgov.com
 Client since 2005
 Pop. 81,295



Farmington Hills Sustainable
www.sustainablefh.com
 Client since 2009



Farmington, MI
www.farmgov.com
 Client since 2010
 Pop. 10,438



Farmington Farmers Market
www.farmingtonfarmersmarket.com
 Client since 2014



Cascade Twp, MI
www.cascadetwp.org
 Client since 2003
 Pop. 15,100



Allen Park
www.cityoffallenpark.org
 Client since 2014
 Pop. 27,668



Carpentersville, IL
www.cville.org
 Client since 2012
 Pop. 38,062



CCDSS
www.charlescountydss.com
 Client since 2015



Brighton, MI
www.brightoncity.org
 Client since 2005
 Pop. 7,552



City of Darien, IL
www.darien.il.us
 Client since 2003
 Pop. 22,086



Novi Park Foundation
noviparksfoundation.org/
 Client since 2016



Novi Police & Fire Benevolent Association
www.novipfba.org
 Client since 2011

Resolution 17-15

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);

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

WHEREAS, this amendment will update annual contribution allowances and eligibility requirements, as well as updates to the Summary Plan Description.

WHEREAS, this amendment and restatement shall be effective as of July 1, 2017.

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 to the Plan Document and the Summary Plan Description 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 Clerk/Treasurer, 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 Monday, June 12, 2017.

Date:

Brian Kelley, Clerk/Treasurer

City of Plainwell Section 125 Flexible Benefit Plan

Plan Year
July thru June

Effective July 1, 2017

ADOPTED JUNE 12, 2017

As its Clerk/Treasurer, I Brian Kelley certify that this is a true and complete copy adopted by the City Council of the City of Plainwell, Allegan County, Michigan, at a regular meeting held on June 12, 2017.

Brian Kelley Clerk/Treasurer

Date

**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, 2017

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, 2017 and end on June 30, 2018. Each subsequent plan year will begin on July 1 and end on June 30.

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions:

The maximum amount available to each Participant for the purchase of elected benefits with non-elective contributions will be:

Employer may furnish a Non-Elective Contribution as shown in the Enrollment Material. If an employee opts out of coverage, he/she may receive \$2700 per year as taxable cash.

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.

For HSA ineligible active employees enrolled in the employer medical coverage AND a Medical FSA account, the Employer agrees to contribute to the FSA an amount equal to the amount contributed by the employee (subject to the maximum of the amount contributed to HSA eligible employee with similar coverage), or the IRS maximum allowable, whichever is lesser.

For active employees with adult children on the employer medical plan, the Employer agrees to give the employee the option to elect a portion of the City-provided HSA contribution to be taken as taxable income to cover the adult child's out-of-pocket expenses.

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
Priority Health**

Eligibility Requirements for Participation, if different than Item C.

Priority Health: All employees with 40 hours of service or more each week, excluding seasonal & temporary employees.

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, excluding seasonal & temporary employees.

VSP: All employees with 40 hours of service or more each week, excluding seasonal & temporary employees.

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, excluding seasonal & temporary employees.

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.

All employees with 40 hours of service or more each week, excluding seasonal & temporary employees.

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 - \$ **2600.00** per Plan Year or a Prorated Amount for a Short Plan Year. In no event may the maximum exceed the limit as indicated by the IRS in accordance with the law.

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.

Eligibility Requirements for Participation, if different than Item C.

All employees with 40 hours of service or more each week, excluding seasonal & temporary employees.

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

If the Plan includes the limitation on expenses, a Participant's carryover amounts (when applicable) will be treated as an election for a limited Medical Reimbursement Plan for the carryover amounts for any plan year for which the participant has elected a Health Savings Account for that plan year.

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
PD0217 103460 6/9/2017 10:54 AM

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."

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing

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 last day of the third month 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) 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 subcontractors 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 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.

PD 0217

*For the
Employees of
City of Plainwell*

Effective July 1, 2017

SECTION 125 FLEXIBLE BENEFIT

SUMMARY PLAN DESCRIPTION



City of Plainwell Plan #501

Employer's Address: 211 N Main St,
Plainwell, MI 49080
(269) 685-6821
www.plainwell.org

Plan Year: 07/01 - 06/30

Employer's Identification Number:
38-6004724

INTRODUCTION

The purpose of this Summary Plan Description (“SPD”) is to provide you with a brief description of the Section 125 Flexible Benefit Plan for the employees of City of Plainwell (the “125 Plan”) and the benefits offered through the Section 125 Plan and available to you under the 125 Plan. Should you have any questions concerning the benefits described in this SPD, you should consult the plan documents, insurance certificates, policies, or other benefit brochures or material provided to you. Further questions concerning benefits or policy statements contained in this handbook should be referred to the person indicated below:

Name: SANDRA LAMORANDIER

Title: PERSONNEL MANAGER

Address: 211 N Main St, Plainwell, MI 49080

Phone: (269) 685-6821

The City of Plainwell (the “Employer”) currently intends to continue all of the benefits described in this SPD, however, the Employer reserves the right to amend, reduce, or terminate any of these benefits at any time.

Neither this SPD nor the official plan documents confer any contractual right to any person to either become or remain an employee of the Employer.

This SPD summarizes the principal features of the 125 Plan and benefits provided through the 125 Plan. The terms and conditions of the 125 Plan and other benefits provided through are contained in the 125 plan document or other general benefits specific plan document, as applicable adopted by the Employer. If the provisions of this SPD conflict with those of the 125 plan document or any other applicable plan document, the provisions of the applicable plan document will control.

TYPE OF PLAN AND CONTRIBUTIONS

What is a Section 125 Flexible Benefit Plan?

It is a benefit plan, sometimes called a “cafeteria plan,” that allows you, the employee, to pay for the benefits you choose with the benefit dollars available for your use from your Employer (“Flex Credits”) or through a Salary Reduction Agreement with your Employer. Salary reduction means that you are able to use “pre-tax” dollars to pay for certain benefits. The 125 Flexible Benefit Plan for the Employees of the City of Plainwell will be referred to as the “125 Plan” throughout this SPD.

What benefits are available under the Plan?

The 125 Plan gives you a selection of benefits from which to choose those which most fit the needs of you and your family. Benefits offered under the 125 Plan are as follows:

- Dependent Day Care Flexible Spending Account (Dependent Day Care FSA)
- Health Flexible Spending Account (Health FSA)
- HSA/Limited Flex
- Cancer
- Health Event
- Group Health Insurance
- Group Dental
- Group Vision
- Group Life
- Accident

While you pay for these benefits through the 125 Plan, details about eligibility, benefits, claims, and other administrative items for those benefits may not be discussed in this SPD. Please refer to the insurance documents, Summary Plan Descriptions, or other material about the specific type of coverage for information about those benefits. This SPD only discusses eligibility, benefits, claims, and other administrative information for the 125 Plan, the Health Flexible Spending Account (“Health FSA”), and the Dependent Day Care Flexible Spending Account (“Dependent Day Care FSA”).

Health Savings Account (HSA) Benefits

The Plan lets you elect to make contributions on a pre-tax basis, from your regular pay, to an HSA for payment of certain medical expenses. Your Health Savings Account, if you elect to have one established, it is maintained by a American Fidelity Health Services Administration. The Employer’s involvement will be limited to transmitting your contributions.

You are permitted to change your election for HSA Benefits at any time for any reason as long as the change is made prospectively and takes effect no sooner than the beginning of the month following the elections change. Any change that meets these requirements can be made including increasing, decreasing, beginning or eliminating contributions.

The Employer contributes its' total contribution into your HSA account in July of each year. The amount is based on your insurance plan (single/family).

For HSA-ineligible active employees enrolled in employer medical coverage AND a Medical FSA account, the Employer agrees to contribute to the FSA an amount equal to the amount contributed by the employee (subject to the maximum of the amount contributed to HSA-eligible employees with similar coverage), or the IRS maximum allowable, whichever is lesser.

For active employees with adult children on the employer medical plan, the Employer agrees to give the employee the option to elect a portion of the Employer-provided HSA contribution to be taken as taxable income to cover the adult child's out-of-pocket expenses.

How is Health Insurance Premiums Paid?

Your share of any employer-sponsored health (which includes dental and vision) insurance premium that is deducted from your paycheck will automatically be deducted and paid on a pre-tax basis after the Plan Year begins based on 24 pays. The Employer shall inform the Participant of the applicable Compensation Reductions required to pay a Participant's cost of coverage. The cost of coverage may depend on certain factors such as whether coverage is elected for the Participant only or for the Participant and one or more of his Dependents. In the unlikely event you don't want this part of the benefit; you must submit an Election to Waive form for this benefit.

Cash in Lieu of Benefits

A Participant may elect to waive coverage under an Employer-sponsored Benefit Plan. If permitted by the Employer, you may waive any such coverage. However, in order to waive medical coverage, the Participant is required to have alternate medical coverage and provide sufficient evidence of that coverage to the City.

If a Participant elects to waive medical coverage, the Participant's Compensation may be increased by an amount determined by Employer for each Plan Year. The Participant may use/receive the additional Compensation as follows:

a. The Participant may choose to apply all or part of the additional Compensation to obtain Qualified Benefits, including any FSAs available under the Plan.

b. The Participant may choose to receive all or part of the additional Compensation through Employer's payroll system during the Plan Year to which the election relates. However, a Participant shall not receive any additional Compensation on account of this election for any time period after he terminates employment with Employer.

What is the maximum dollar amount available for the purchase of benefits under the 125 Plan?

If you are eligible to participate in the 125 Plan, you may authorize your Employer to reduce your compensation by the amount needed to purchase the benefits you elected. You make your election for salary reduction on the benefit election form.

The maximum amount you may choose to pay for the purchase of benefits through salary reduction is \$25,000.00 per plan year. Throughout this SPD the term "Plan Year" means the 12 month period (or shorter under special circumstances) beginning July 1.

ELIBILITY AND PARTICIPATION

When do employees become eligible to participate in the Section 125 Plan?

All employees who work and are regularly scheduled to work 20 hours per week or more excluding Seasonal and Temporary employees, are eligible for Section 125 Plan participation on the first day of the month following 30 days of service.

Are employees automatically covered under the 125 Plan?

If you do not submit an enrollment form when you become eligible to participate or during Open Enrollment for each Plan Year, you will be automatically enrolled in the Employer's default benefits package, if applicable. You must submit an enrollment form to waive the default benefits, if applicable, or to be covered under any coverage different than the default benefits at the time you are eligible to participate and at each Open Enrollment. If you made an election of benefits for the prior Plan Year, your benefit elections will remain the same for all benefits other than the Health FSA and the Dependent Day Care FSA. You must submit an enrollment form to elect to participate in the Health FSA and the Dependent Day Care FSA at the time you become eligible to participate and during each Open Enrollment thereafter.

Throughout this SPD, the term "Open Enrollment" means a period of 4 weeks immediately before the beginning of each Plan Year during which you will have the opportunity to make elections for benefits offered under the 125 Plan for the next Plan Year. June 1st thru July 30.

When may eligible employees enroll in the 125 Plan?

Generally, you must enroll during Open Enrollment for each Plan Year. You will receive specific information about Open Enrollment each year before Open Enrollment starts.

New employees or employees becoming eligible for plan participation after the Plan Year's Open Enrollment must enroll prior to end of the first 30 days of employment. If you do not enroll during this period you must wait until the next Open Enrollment prior to the next Plan Year to enroll in benefits offered through the 125 Plan.

If you are on FMLA leave during Open Enrollment, your Employer will provide you with Open Enrollment information and you may make changes to your coverage during Open Enrollment. The same rules regarding benefit elections that apply to other participants in the 125 plan will also apply to you during Open Enrollment.

PLAN ELECTIONS AND ELECTION CHANGES

How do eligible employees enroll in the 125 Plan?

You must complete an election form to participate. If your Employer offers a default benefits package you must complete an election form to waive coverage under the 125 Plan. This form must be completed before the beginning of the Plan Year, or by the date you become eligible to participate in the 125 Plan, if later.

May benefit elections be changed during the year?

You may not change your benefit elections during a Plan Year, unless that change is the result of one of the qualified events described below and the change is on account of and corresponds with the qualified event. All changes (except for changes made due to certain special enrollment rights) will be effective the first of the month following the completion of the forms required to make the election change and will remain in effect for the remainder of the Plan Year.

Usually if an event allows a change in your Health FSA election, you may only revoke the Health FSA election; you may not just reduce the amount.

If all requirements are met, the following are circumstances under which election changes may be made:

Certain changes in status.

You may change your election if one of the following events occurs:

- A change in your legal status, such as marriage, death of spouse, divorce, legal separation or annulment;
- A change in the number of your dependents, such as birth, death, adoption or placement for adoption;
- A change in employment, including any employment status change affecting benefit eligibility of you, your spouse or your dependent, such as termination or commencement of employment, a change in hours, a strike or lockout, a commencement or return from an unpaid leave of absence, switching from salaried to non-salaried, union to non-union, full-time to part-time (or vice versa) and a change in worksite;
- Dependent satisfies or ceases to satisfy dependent eligibility requirement, including attainment of age, student status, etc.; or
- Residence change of you, your spouse or your dependent affecting the employee's eligibility for coverage.

Change in Cost of Coverage (does not apply to Health FSA).

If the cost you must pay for health coverage or dependent care significantly increases during the Plan Year, you may choose to change your election to increase your contributions to pay for the increased cost; choose another benefit package that offers similar coverage; or drop coverage (but only if there is no other similar benefit package offered). If the cost for health coverage or dependent care significantly decreases during the Plan Year, you may

choose to change your election to decrease your contributions to pay only for the decreased cost or choose the benefit package if you are not enrolled in that package that experienced the decreased cost (and drop alternate coverage if you are already enrolled in other coverage).

Change in Coverage (does not apply to Health FSA).

You may change your election if one of the following events occurs:

- There is a significant curtailment of coverage;
- There is an addition or significant improvement of benefit options offered under the 125 Plan;
- You, your spouse, or dependent loses coverage under another Employer plan;
- There is a change of election under another Employer plan; or
- Coverage with your dependent care provider changes.

Medicare or Medicaid (does not apply to Dependent Day Care FSA).

If you, your spouse, or your dependent becomes entitled to or loses entitlement to Medicare or Medicaid, you may change your election for that person accordingly.

Certain Judgment, Decrees, and Orders (does not apply to Dependent Day Care FSA).

A judgment, decree, or order relating to divorce, separation, annulment, or custody requires you to change coverage under your benefits; you may make a corresponding change in your election.

Once the election form is completed, are employees automatically covered under the insurance benefits elected?

Yes. You are not required to complete an application in order to participate; however, some benefits may require that you and/or your dependents meet underwriting requirements. Please refer to the documents and other material about a specific benefit to find out about any coverage requirements that may apply to you.

May I stay in the 125 Plan if I am absent on a Family and Medical Leave?

If you are absent from work on a leave of absence covered by the Family and Medical Leave Act (FMLA) for periods totaling 12 weeks during the Plan Year, you are entitled to maintain the coverage you have under the Plan during your absence. Of course, you must pay the premiums for the coverage during your absence using one of the following methods:

Prepayment. Under the prepayment option, you may increase your salary reduction in an amount sufficient to cover the premiums that will come due during the FMLA leave.

Pay-as-you-go. With the pay-as-you-go option, you continue to pay premiums on a regular basis throughout the FMLA leave. If you continue to receive your salary while you are gone, the premiums will be paid through salary reduction as if you had not taken the leave. If at any point your FMLA leave

is unpaid and you choose this option, you will have to reimburse the Plan at regular intervals from your after-tax funds for the premiums that come due during the leave.

Catch up: The employee and Employer agree before the FMLA leave begins that the Employer will advance payment of the employee's share of the cost of coverage during the leave. The employee must agree to pay the Employer back for the amounts when he returns from leave. Upon return from leave, the employee makes catch-up salary reduction contributions to cover his share of the cost of coverage during the leave. In addition, the pre-leave salary reduction election resumes for the duration of the Plan Year unless the employee makes a change in election as allowed under the permitted election change regulations (i.e., for change in status) upon return from leave.

HEALTH FSA

Who can participate in the Health FSA?

If you are eligible to participate in the 125 Plan and participate in the employer offered medical plan then you are eligible to participate in the Health FSA at the same time you become eligible to participate in the 125 Plan.

How do I become a Participant?

You become a Participant in the Health FSA by electing Health FSA benefits during your initial enrollment or during Open Enrollment. At Open Enrollment each year, you must make an election, even if you do not change your current election. You may also become a Participant if you experience a change in status event that permits you to enroll mid-year.

When you complete the Salary Reduction Agreement, you specify the amount you wish to contribute with pre-tax contributions and/or Flex Credits, to the extent available. Your enrollment material will indicate if Flex Credits are available for Health FSA coverage. Thereafter, each paycheck (24 pays) will be reduced by an amount equal to a prorated share of the annual contribution, reduced by any Flex Credits allocated to your Health FSA.

Once you become a Participant, your eligible dependents also become covered. For purposes of the Health FSA, eligible dependents are the following:

- Your legal spouse (as determined by state and federal law) and
- Any other individuals who would qualify as a tax dependent under Code Section 152(b).

May anyone other than my spouse and tax dependents receive benefits under my Health FSA?

If the Plan Administrator receives a Qualified Medical Child Support Order (QMCSO) relating to the Health FSA, the Health FSA will provide the health benefit coverage specified in the order to the person or persons ("alternate recipients") named in the order to the extent the QMCSO does not require coverage the Health FSA does not otherwise provide. "Alternate recipients" include any child of the Participant who the Plan is required to cover pursuant to a QMCSO. A "medical child support order" is a legal judgment, decree, or order relating to medical child support. A medical child support order is a QMCSO to the extent it satisfies certain conditions required by law. Before providing any coverage to an alternate recipient, the Plan Administrator must determine whether the medical child support order is a QMCSO. If the Plan Administrator receives a medical child support order relating to your Health FSA, it will notify you in writing, and after receiving the order, it will inform you of its determination of whether or not the order is qualified. Upon request to the Plan Administrator, you may obtain, without charge, a copy of the Plan's procedures governing QMCSOs. A QMCSO may permit reimbursement of eligible expenses for the alternate recipients named in the order from your Health FSA, but this does not necessarily

mean you will be entitled to a mid-year change in election to increase your Health FSA election.

What is the maximum annual amount that I may elect under the Health FSA?

You may elect any annual reimbursement amount subject to a maximum of \$2,600.00 (this amount is subject to change by the IRS). You will be required to pay the annual contribution equal to the annual reimbursement amount you have elected reduced by any Flex Credits allocated to your Health FSA. Any change in your Health FSA election also will change the maximum available reimbursement for the period of coverage after the election.

How do I get reimbursed from the Health FSA?

If your claim for reimbursement is approved in accordance with the terms of this Plan, you may receive the reimbursement in one of several ways:

- A check made payable to you;
- Electronic transfer to your personal checking or savings account (if offered and if specifically authorized by the Participant);
- If an electronic payment card is used, payment may be made directly to the health care provider at the point of purchase (subject to the Plan's debit card rules).

What amounts will be available for reimbursement at any particular time during the Plan Year?

So long as coverage is effective, the full annual amount of Health FSA reimbursement you have elected, reduced by the amount of previous reimbursements received during the Plan Year, will be available at any time during the Plan Year, without regard to how much you have contributed.

How do I receive reimbursement under the Health FSA?

Under the Health FSA, you have two reimbursement options. You may complete and submit a claim form for reimbursement either by mail, through online submission, or by using the American Fidelity mobile app. Alternatively, if applicable you can use your Health FSA debit card to pay the expense. The following is a summary of how both options work.

Traditional Claims: When you incur an Eligible Medical Expense (described below), you file a claim with American Fidelity by completing and submitting an Expense Reimbursement Voucher or completing the required information online at www.americanfidelity.com or through the mobile app. You may obtain an Expense Reimbursement Voucher from your Employer or American Fidelity. You must include with a reimbursement submission, a written statement from an independent third party (e.g., a receipt, EOB, etc.) associated with each expense that indicates the following:

- Name of person receiving service;
- Name and address of service provider;
- Nature of service or supplies (drug name if a prescription or over-the-counter medication);
- Amount of reimbursable expense under the Plan; and
- Date(s) of service.

American Fidelity Assurance will process the claim once it receives the Expense Reimbursement Voucher or online or mobile app submission from you. Reimbursement for expenses that are determined to be eligible will be made as soon as possible after receiving the claim and processing it. If the expense is determined to not be an Eligible Expense you will receive notification of this determination. You must submit all claims for reimbursement during the Plan Year in which they were incurred or before the end of the 90 day period following the end of the Plan Year.

Debit Card. Alternatively, you may be able to use, if enabled as a 125 Plan option, a debit card to pay the expense. In order to be eligible for the debit card you must agree to abide by the terms and conditions of the debit card program including any fees applicable to participate in the program, limitations as to card usage, the Plan's right to withhold and offset for ineligible claims, etc. Even if you use the debit card to pay an expense, you may still need to submit a written statement from an independent third party as described under Traditional Claims above.

What expenses are eligible for reimbursement from my Health FSA?

Only "Eligible Medical Expenses" are eligible for reimbursement (for rules applicable to the Limited Purpose Health FSA, see below). An "Eligible Medical Expense" is an expense that has been incurred by you and/or your eligible dependents that satisfies the following conditions:

- The expense is for "medical care" as defined by Internal Revenue Code ("Code") Section 213(d); and
- The expense has not been reimbursed by any other source and you will not seek reimbursement for the expense from any other source

The Code generally defines "medical care" as any amounts incurred to diagnose, treat, or prevent a specific medical condition or for purposes of affecting any function or structure of the body. This includes, but is not limited to, both prescription and over-the-counter drugs (and over-the-counter products and devices). Not every health related expense you or your eligible dependents incur constitutes an expense for "medical care." For example, an expense is not for "medical care", as that term is defined by the Code, if it is merely for the beneficial health of you and/or your eligible dependents (e.g. vitamins or nutritional supplements that are not taken to treat a specific medical condition) or for cosmetic purposes, unless necessary to correct a deformity arising from illness, injury, or birth defect. Expenses for cosmetic purposes are also not reimbursable unless they are necessary to correct an abnormality caused by illness, injury or birth defect.

“Stockpiling” of over-the-counter items is not permitted and expenses resulting from stockpiling are not reimbursable. There must be a reasonable expectation that such items could be used during the Plan Year (as determined by the Employer or its delegate).

In addition, in accordance with IRS regulations, certain expenses are not reimbursable under any Health FSA:

- Health insurance premiums;
- Expenses incurred for qualified long-term care services;
- Over-the counter medications unless prescribed by a physician; and
- Any other expenses that are specifically excluded by the Employer.

When must the expenses be incurred in order to receive reimbursement?

Expenses must be incurred *during* the Plan Year and while you are a Participant in the 125 Plan. “Incurred” means that the service or treatment giving rise to the expense has been provided. If you pay for an expense before you are provided the service or treatment, the expense may not be reimbursed until you have been provided the service or treatment. You may not be reimbursed for any expenses arising before the Health FSA becomes effective, before your Salary Reduction Agreement or election form becomes effective, or for any expenses incurred after the close of the Plan Year or after a separation from service or loss of eligibility (except for expenses incurred during an applicable COBRA continuation period).

What if the Eligible Expenses I incur during the Plan Year are less than the annual amount I have elected for my Health FSA?

You will forfeit any amount you elected to have contributed to your Health FSA if it has not been applied to provide reimbursement for Eligible Expenses incurred during the Plan Year that are submitted for reimbursement within the 90 day runoff period after the end of the Plan Year. Your plan contains a Carryover Provision which allows you to carryover up to \$500.00 of unused election amounts from one year to the next. Amounts so forfeited shall be used to offset administrative expenses and future costs, and/or applied in a manner that is consistent with applicable rules and regulations (per the Plan Administrator’s sole discretion).

What happens if a claim for benefits under the Health FSA is denied?

You will have the right to a full and fair review process. You should refer to the Claims Review Procedure in this SPD for a detailed summary of the claims procedures that applies to this Plan.

What happens if I receive erroneous or excess reimbursements?

If, as of the end of any Plan Year, it is determined that you have received payments under this Health FSA that exceed the amount of Eligible Medical Expenses that have been

properly substantiated during the Plan Year as set forth in this SPD, or reimbursements have been made in error (e.g. reimbursements were made for expenses incurred for the care of an individual who was not a Qualifying Individual), your Employer may recoup the excess reimbursements in one or more of the following ways:

- Your Employer (or its delegate) will notify you of any such excess amount, and you will be required to repay the excess amount to the Employer immediately after receipt of such notification;
- Your Employer may offset the excess reimbursement against any other Eligible Medical Expenses submitted for reimbursement (regardless of the Plan Year in which submitted); or
- Your Employer may withhold such amounts from your pay (to the extent permitted under applicable law).

If your Employer is unable to recoup the excess reimbursement by the means set forth above, the Employer will treat the excess reimbursement as it would any other bad business debt. This could result in adverse income tax consequences to you.

What happens to my Health FSA if I take an approved leave of absence?

If your Health FSA coverage ceases during an FMLA leave, you may, upon returning from FMLA leave, elect to be reinstated in the Health FSA at the same coverage level in effect before the FMLA leave. Expenses incurred during the period you did not participate in the Health FSA are not eligible for reimbursement under the Health FSA after your return and reinstatement.

If you are on FMLA leave at the end of a Plan Year, you will need to elect Health FSA coverage during Open Enrollment to have coverage in effect after the end of the 125 Plan Year.

How long will the Health FSA remain in effect?

Although the Employer expects to maintain the Plan indefinitely, it has the right to modify or terminate the program at any time and for any reason.

How does my Limited Purpose Health FSA differ from a Health FSA?

If you participate in the Health FSA, you will be ineligible to participate in a Health Savings Account (HSA) unless you only participate in the Limited Purpose Health FSA. The Limited Purpose Health FSA only allows reimbursement for:

- Services or treatments for dental care (excluding premiums), and/or
- Services or treatments for vision care (excluding premiums).

Your participation in the Health FSA could also disqualify your spouse from establishing and making or receiving tax favored contributions to an HSA as defined in Code Section 223 unless you have elected the Limited Purpose Health FSA.

DEPENDENT DAY CARE FSA

Who can participate in the Dependent Day Care Flexible Spending Account (Dependent Day Care FSA)?

If you are eligible to participate in the 125 Plan, then you are eligible to participate in the Dependent Day Care FSA at the same time you become eligible to participate in the 125 Plan.

How do I become a Participant?

You become a Participant in the Dependent Day Care FSA by electing day care benefits during your initial enrollment period or Open Enrollment period. At Open Enrollment each year, you must make an election to participate in the Dependent Day Care FSA, even if you do not change your current election amount.

You may also become a Participant if you experience a change in status event or cost or coverage change that permits you to enroll mid-year. See the section in this SPD about Change in Elections for more details regarding mid-year election changes and the effective date of those changes.

When you complete the Salary Reduction Agreement, you specify the amount you wish to contribute with pre-tax contributions and/or Flex Credits, to the extent available. Your enrollment material will indicate if Flex Credits are available for day care coverage. Thereafter, each paycheck will be reduced by an amount equal to a prorata share of the annual contribution, reduced by any Flex Credits allocated to your Dependent Day Care FSA.

What is my "Dependent Day Care Account"?

If you elect to participate in the Dependent Day Care FSA, your Employer or its delegate will establish a "Dependent Day Care Account" to keep a record of the reimbursements to which you are entitled, as well as the contributions you elected to withhold for such benefits during the Plan Year. No actual account is established; it is merely a bookkeeping account.

When does my coverage under the Dependent Day Care FSA end?

Your coverage under the Dependent Day Care FSA ends on the earlier of the following to occur:

- The date that you elect not to participate in accordance with the election rules of the 125 Plan;
- The last day of the Plan Year unless you make an election during Open Enrollment for the following year;

- The date that you no longer satisfy the Dependent Day Care FSA eligibility requirements;
- The date that you terminate employment; or
- The date that the Plan is terminated or you, or the class of eligible employees of which you are a member, are specifically excluded from the Plan.

If you terminate employment or you cease to be eligible during the Plan Year, you may submit for reimbursement Eligible Day Care Expenses (described below) incurred for services provided prior to the date of separation, but during the Plan Year, up to the amount of your Dependent Day Care Account.

What is the maximum annual amount I may elect under the Dependent Day Care FSA?

The maximum annual amount is currently \$5,000 per Plan Year if you:

- Are married and file a joint return;
- Are married but your spouse maintained a separate residence for the last 6 months of the calendar year, you file a separate tax return, and you furnish more than one-half the cost of maintaining those dependents for whom you are eligible to receive tax-free reimbursements under the Dependent Day Care FSA; or
- Are single.

If you are married and reside together, but file a separate federal income tax return, the maximum that you may elect is \$2,500. In addition, the amount of reimbursement that you receive on a tax free basis during the Plan Year cannot exceed the lesser of your earned income (as defined in Code Section 32) or your spouse's earned income. Special rules apply if your spouse is:

- Physically or mentally incapable of caring for himself or herself, or
- A full-time student (as defined by Code Section 21).

Ask your American Fidelity representative for more information if you think these rules may apply to you.

What is an "Eligible Day Care Expense" for which I can claim a reimbursement?

Generally, an expense must meet all of the following conditions for it to be an "Eligible Day Care Expense":

- The expense is incurred (expenses are considered incurred only if the service has already occurred) for services rendered after the effective date of your election to participate in the Dependent Day Care FSA and during the Plan year to which it applies;
- Each individual for whom you incur the expense is a "Qualifying Individual". A "Qualifying Individual" is:
 - An individual under age 13 who is your "qualifying child" as defined in Code Section 152(a) (1). Generally, a "qualifying child" is your child (including a brother, sister, step sibling) or a descendant of such child (e.g. a niece, nephew, grandchild) who shares the same principal place of

- abode with you for more than half the year and does not provide over half of his/her support. There is a special rule for children of divorced parents. The child is a Qualifying Individual of the “custodial parent”, as defined in Code Section 152(e).; or
 - A spouse or other tax dependent (as defined in Code Section 152) who is physically or mentally incapable of caring for himself or herself and who has the same principal place of abode as you for more than half of the year.
- The expense is incurred for the care of a Qualifying Individual (as described above), or for related household services, and is incurred to enable you (and your spouse, if applicable) to be gainfully employed. Expenses for overnight stays or overnight camp and for kindergarten (or above) do not qualify;
- If the expense is incurred for services outside your household and such expenses are incurred for the care of a Qualifying Individual who is age 13 or older, and such dependent regularly spends at least 8 hours per day in your home;
- If the expense is incurred for services provided by a dependent care center (i.e., a facility that provides care for more than 6 individuals not residing at the facility), and the center complies with all applicable state and local laws and regulations;
- The expense is not paid or payable to a child of yours who is under age 19 by the end of the calendar year in which the expense is incurred or an individual for whom you or your spouse is entitled to a personal tax exemption as a dependent; and
- You supply the taxpayer identification number for each dependent care service provider to the IRS with your annual tax return by completing IRS Form 2441.

You are encouraged to consult your personal tax advisor or IRS Publication 17 "Your Federal Income Tax" for further guidance as to what is or is not a reimbursable expense if you have any doubts.

When must the expenses be incurred in order to receive reimbursement?

Eligible day care expenses must be incurred *during* the Plan Year. You may not be reimbursed for any expenses arising before the Dependent Day Care FSA becomes effective, before your Salary Reduction Agreement or election form becomes effective, or for any expenses incurred after the close of the Plan Year and after your participation in the Dependent Day Care FSA ends.

How do I receive reimbursement under the Dependent Day Care FSA?

When you incur eligible day care expenses, you submit a written or electronic claim for reimbursement to American Fidelity. You may obtain an Expense Reimbursement Voucher from American Fidelity. You must include this form or provide all information requested for online submission or through the mobile app with your request for reimbursement. If there are enough funds in your Dependent Day Care FSA, you will be reimbursed for your Eligible Expenses as soon as possible after receiving the claim and processing it. If your claim was for an amount that was more than your current Dependent Day Care FSA

balance, the excess part of the claim will be carried over into following months, to be paid out as your balance becomes adequate. Remember, you may not be reimbursed for any total expenses above your annual election amount. You may not be reimbursed for any expenses that arise before your Salary Reduction Agreement becomes effective, or for any expense incurred after the close of the Plan Year.

What if the Eligible Day Care Expenses I incur during the Plan Year are less than the annual amount of coverage I have elected for DCAP benefits?

You will forfeit any amount you elected to have contributed to your Dependent Day Care FSA if it has not been applied to provide reimbursement for Eligible Expenses incurred during the Plan Year that are submitted for reimbursement within the 90 day run-out period after the end of the Plan Year. Amounts so forfeited shall be used to offset administrative expenses and future costs, and/or applied in a manner that is consistent with applicable rules and regulations (per the Plan Administrator's sole discretion).

Will I be taxed on the reimbursements I receive from my Dependent Day Care FSA?

You will not normally be taxed on your dependent care expense reimbursements so long as your family's aggregate dependent care reimbursements (under this Dependent Day Care FSA and/or another employer's Dependent Day Care FSA) do not exceed the maximum annual reimbursement limits described above. However, to qualify for tax-free treatment, you will be required to list the names and taxpayer identification numbers on your annual tax return of any persons who provided you with dependent care services during the calendar year for which you have claimed a tax-free reimbursement.

If I participate in the Dependent Day Care FSA, will I still be able to claim the household and dependent care credit on my federal income tax return?

You may not claim any other tax benefit for the tax-free amounts received by you under the Dependent Day Care FSA, although the amount of dependent care expenses you incur in excess of the amounts reimbursed from your Dependent Day Care FSA may be eligible for the dependent care credit. You should check with your tax advisor for advice about your situation.

What happens if my claim for reimbursement under the Dependent Day Care FSA is denied?

You will have the right to a full and fair review process. You should refer to the Claims For Benefits section in this SPD for additional information.

What happens if I receive erroneous or excess reimbursements?

If, as of the end of any Plan Year, it is determined that you have received payments under this Dependent Day Care FSA that exceed the amount of Eligible Expenses that have been properly substantiated during the Plan Year as set forth in this SPD or reimbursements have been made in error (e.g. reimbursements were made for expenses incurred for the care of an individual who was not a Qualifying Individual), the Employer or its delegate may recoup the excess reimbursements in one or more of the following ways:

- The Employer will notify you of any such excess amount, and you will be required to repay the excess amount to the Employer within sixty (60) days of receipt of such notification;
- The Employer may offset the excess reimbursement against any other Eligible Expenses submitted for reimbursement (regardless of the Plan Year in which submitted); or
- The Employer may withhold such amounts from your pay (to the extent permitted under applicable law).

If the Employer is unable to recoup the excess reimbursements by the means set forth above, the Employer will treat the excess reimbursement as it would any other bad business debt. This could result in adverse tax consequences to you.

How long will the Dependent Day Care FSA remain in effect?

Although the Employer expects to maintain the Plan indefinitely, it has the right to modify or terminate the program at any time for any reason.

CLAIMS FOR BENEFITS

How does an employee file for benefits under the coverage elected?

To obtain benefit payments under the Plan you must comply with the rules and procedures of the particular benefit you elected. For claims procedures for the Health FSA and Dependent Day Care FSA, see the applicable question in this SPD for those benefits. If you have questions concerning insured benefit payments, you should contact the insurance carrier or the party listed at the beginning of this handbook.

What is the procedure to follow if benefits are denied?

Should you disagree with the benefit amount or if your claim is denied, you may request an additional review by filing a written request in care of the Employer. You must file this written request within 60 days after receiving payment or denial.

You will be notified in writing of the final decision within 60 days of receipt of your request for review. A thorough explanation as to the reason for denial will be furnished.

Some special rules apply to claims appeals under the Health FSA benefits, if offered under the Plan. The Employer is responsible for evaluating all claims for reimbursement under the Health FSA. The Employer will decide your 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 Employer, including in cases where a claim is incomplete. You will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Employer is expected to be made. You will be given 45 days in which to complete an incomplete claim. The Employer may require such other evidence as it deems necessary to decide your claim.

If the Employer denies your initial appeal, in whole or in part, you will be furnished with a written notice of adverse benefit determination setting forth:

- The specific reason or reasons for the denial,
- Reference to the specific plan provision on which the denial is based,
- A description of any additional material or information necessary for you to complete your claim and an explanation of why such material or information is necessary, and
- Appropriate information as to the steps to be taken if you wish to appeal the Employer's determination, including your right to submit written comments and have them considered, your right to review (on request and at no charge) relevant documents and other information, and your right to file suit under ERISA with respect to any adverse determination after appeal of your claim.

If your initial appeal is denied in whole or in part, you may appeal to Employer for a review of the denied appeal. Your appeal must be made in writing within 180 days of the Employer's initial notice of adverse benefit determination, or else you will lose the right to appeal your denial.

Your written appeal should state the reasons that you feel your claim appeal should not have been denied. It should include any additional facts and/or documents that you feel support your claim. You may also ask additional questions and make written comments, and you may review (on request and at no charge) documents and other information relevant to your appeal. The Employer will review all written comments you submit with your appeal.

The Employer will review and decide your appeal within a reasonable time not longer than 60 days after it is submitted and will notify you of its decision in writing. The individual who decides your appeal will not be the same individual who decided your initial appeal denial and will not be that individual's subordinate. The Employer may require such other evidence as it deems necessary to decide your appeal. If the decision on appeal affirms the initial denial of your claim, you will be furnished with a notice of adverse benefit determination on review setting forth:

- The specific reason(s) for the denial,
- The specific Plan provision(s) on which the decision is based,
- A statement of your right to review (on request and at no charge) relevant documents and other information,
- If the Employer 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 you upon request," and
- A statement of your right to bring suit under ERISA § 502(a) if applicable.

You may only bring suit whether under ERISA or otherwise within 1 year of the date on the final determination of your appeal.

TERMINATION OF BENEFITS

When will my benefits under the 125 Plan terminate?

Benefits under the 125 Plan that are described in this handbook can terminate (unless the Plan provides otherwise) if:

- Your employment terminates;
- The policy terminates;
- The provider goes out of business;
- You discontinue any required contributions; or
- The Employer amends or terminates the Plan.

In any case of reduction of benefits by Plan amendment or termination, you must understand that although the Employer intends to continue these Plans indefinitely, for business reasons it must reserve the right to change or discontinue the Plan at any time. If the Employer terminates any benefit or the 125 Plan for any reason and does not replace the coverage with comparable benefits, you will receive ample notice.

What is “Continuation Coverage” and how does it work?

“Continuation Coverage” means your right, or your spouse’s and dependent’s right, to continue the same coverage under a component medical benefit plan that was in place the day before a Qualifying Event if participation by you (including your spouse and dependents) otherwise would end due to the occurrence of such Qualifying Event. Continuation Coverage under federal law is provided under COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985).

A Qualifying Event is:

- Termination of your employment (other than by reason of gross misconduct), or reduction of your work hours;
- Your death;

Certain Participants with the Health FSA benefits will be eligible for COBRA Continuation Coverage if they have positive Health FSA balances at the time of a Qualifying Event (taking into account all claims submitted before the date of the Qualifying Event). You will be notified if you are eligible for COBRA Continuation Coverage. However, even if COBRA is offered for the year in which the Qualifying Event occurs, COBRA coverage for the Health FSA will cease at the end of the Plan Year and may not be continued for the next Plan Year. You may pay premiums for such coverage on an after-tax basis, but not beyond the current Plan Year.

Your ERISA Rights

The 125 Plan, HSA and Dependent Day Care FSA Components are not ERISA welfare benefit plans under the Employee Retirement Income Security Act of 1974 (ERISA). However, the Health FSA Component and other benefit plans you pay for through the 125

Plan are governed by ERISA. This SPD does not describe the other benefit plans you pay for through the 125 Plan. Consult the benefit plan specific document and the separate SPDs for those benefits.

If you participate in the Health FSA you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

- Receive Information About Your Plan and Benefits;
- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series), if any, filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration;
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description (SPD). The Plan Administrator may make a reasonable charge for the copies; and
- Receive a summary of the Plan's annual Form 5500, if any is required by ERISA to be prepared, in which case the City of Plainwell, as Plan Administrator, is required by law to furnish each Participant with a copy of this summary annual report. The City of Plainwell currently is not required to submit a 5500.

COBRA and HIPAA Rights

You may continue any medical and dental coverage (and, in some cases, your Health FSA coverage) for yourself, your spouse, or your dependents if there is a loss of coverage under the Plan as a result of a Qualifying Event. You or your dependents may have to pay for such coverage. Review this SPD and the documents governing the Plan on the rules governing your COBRA Continuation Coverage rights.

There may be a reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided with a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA Continuation Coverage, when your COBRA Continuation Coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a pre-existing condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage. (Note: This does not apply to the Dental Insurance Plan or Health FSA, which are "excepted benefits" under HIPAA.)

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest

of you and other Plan Participants and beneficiaries. No one, including your Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps that you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report (Form 5500), if any, from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the City of Plainwell, as Plan Administrator, to provide the materials and pay you up to \$110 per day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored in whole or in part, and if you have exhausted the claims procedures available to you under the Plan, you may file suit in a state or federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor (listed in your telephone directory) or contact the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

GENERAL INFORMATION

A. PLAN NAME AND NUMBER

Plan Name – **City of Plainwell Flexible Benefit Plan** (the “Plan”)

Plan Number - **501**

B. NAME, ADDRESS, TELEPHONE NUMBER AND TAX IDENTIFICATION NUMBER OF PLAN SPONSOR AND PLAN ADMINISTRATOR

**City of Plainwell
211 N Main St,
Plainwell, MI 49080
(269) 685-6821
38-6004724**

C. PARTICIPATING EMPLOYERS

The Employer whose employees are covered by the Plan is the **City of Plainwell**.

A complete updated list of the Employers participating in the Plan may be obtained upon written request to the Plan Administrator and is also available at the office of the Plan Administrator for examination by Participants and beneficiaries.

D. NAME AND ADDRESS OF THE AGENT FOR SERVICE OF LEGAL PROCESS

**City of Plainwell
211 N Main St,
Plainwell, MI 49080
(269) 685-6821**

E. PLAN YEAR

The Plan Year for purposes of maintaining the Plan’s records is the annual period **July 1, 2017 thru June 30, 2018**. Each subsequent plan year will begin on **July 1** and end on **June 30**.

F. TYPE OF ADMINISTRATION

The Plan is self-administered by the Employer. However, the Employer has by contract obtained the performance of certain administrative functions such as the review, processing, and payment of claims from a Claims Recordkeeper (“Recordkeeper”). The name, address, and telephone number of the Recordkeeper is:

**American Fidelity Assurance Company
2000 N Classen Blvd
Oklahoma City, OK 73106
(800) 654-8489**

G. FUNDING MEDIUM

The Health FSA Component is a group health plan. The Health FSA is self-funded by the Employer. It is a contract administration plan. A third-party Recordkeeper processes claims for the Plan, but the Employer pays all claims out of its general assets. A health insurance issuer is not responsible for the financing or administration (including payment of claims) of the Plan.

H. QUALIFIED MEDICAL SUPPORT ORDERS

The Medical and Dental Insurance Plans and the Health FSA will provide benefits as required by any qualified medical child support order (QMCSO), as defined in ERISA §609(a). The Plan has detailed procedures for determining whether an order qualifies as a QMCSO. Participants and beneficiaries can obtain, without charge, a copy of such procedures from the Employer.

G. INSURERS

Insurance contracts have been purchased from insurers to fund certain benefits available under the 125 Plan. The insurers are as follows:

<u>Type of Benefits</u>	<u>Insurer</u>
Flexible Spending Accounts	American Fidelity Assurance Company
Health Savings Accounts	American Fidelity Assurance Company
Cancer	American Fidelity Assurance Company
Accident	American Fidelity Assurance Company
Accident	AFLAC
Cancer	AFLAC
Group Life	Madison National Life
Group Medical	Priority Health
Group Dental	Delta Dental
Group Vision	VSP

Fund 443 - BROWNFIELD REDEVELOPMENT AUTH - BRA
5/15/2017

GL NUMBER	DESCRIPTION	13-14 ACTUAL AMOUNTS	14-15 ACTUAL AMOUNTS	15-16 ACTUAL AMOUNTS	16-17 REQUESTED BUDGET	16-17 ACTUAL TO 04/30	16-17 PROJECTED TOTALS	17-18 REQUESTED BUDGET
ESTIMATED REVENUES								
Dept 000-OPERATIONS								
443-000-402.040	Captured - City	2,118	2,148	2,179	2,185	2,185	2,185	2,205
443-000-402.041	Captured - Library	153	156	261	262	261	261	264
443-000-402.042	Captured - Cap Improvement	167	169	172	172	172	172	174
443-000-402.043	Captured - Fire Reserve	167	169	172	172	172	172	174
443-000-402.044	Captured - Solid Waste	217	220	224	224	224	224	226
443-000-402.047	Captured DDA-SCHOOL	4,772	4,758	4,784	4,750	4,751	4,751	4,732
443-000-402.048	Captured - County	986	1,033	1,048	1,051	1,049	1,049	1,059
443-000-402.060	Captured - AV - Personal - CITY	831	755	694	646	646	646	588
443-000-402.061	Captured - AV - Personal - LIBRARY	60	55	83	77	77	77	70
443-000-402.062	Captured - AV - Personal - CAP IMP	66	60	55	51	51	51	46
443-000-402.063	Captured - AV - Personal - FIRE RES	66	60	55	51	51	51	46
443-000-402.064	Captured - AV - Personal - S WASTE	85	77	71	66	66	66	60
443-000-402.065	Captured - AV - Personal - COUNTY	387	363	334	311	310	310	282
443-000-402.069	Property Tax - PPT State Reimb PA	0	208	0	0	0	0	0
443-000-545.000	State Grant	697,275	0	0	0	0	0	0
443-000-664.020	Interest Inc-Investments	618	103	10	0	40	45	0
443-000-673.000	Sale of Land	0	0	0	0	1,000	1,000	0
443-000-673.020	Sale of Misc Equipment	53,557	0	0	0	0	0	0
443-000-676.080	Rev-Transfer from Cap Improvement	79,000	29,000	69,000	60,000	50,000	60,000	70,000
443-000-694.000	Revenue-Miscellaneous	15,065	0	4,930	0	0	0	0
Totals for dept 000-OPERATIONS		855,590	39,334	84,072	70,018	61,055	71,060	79,926
TOTAL ESTIMATED REVENUES		855,590	39,334	84,072	70,018	61,055	71,060	79,926
APPROPRIATIONS								
Dept 000-OPERATIONS								
443-000-703.000	Full Time Wages	33,605	37,988	30,772	32,099	21,334		33,204
443-000-706.000	Part Time Wages	1,956	451	1,986	1,037	56		1,068

443-000-710.000	Overtime Wages-Extra Time	0	147	0	0	0	0	
443-000-713.000	Other Post Employee Benefits	811	864	995	762	635	657	
443-000-715.000	Social Security (FICA)	2,547	2,756	2,354	2,406	1,532	2,483	
443-000-715.010	Health Insurance	6,177	8,732	8,430	7,190	7,780	5,730	
443-000-715.012	FSA - Employer Paid	0	0	0	0	10	25	
443-000-715.013	HSA - Employer Paid	0	0	0	0	0	1,920	
443-000-715.015	Life Insurance	48	67	30	34	31	34	
443-000-718.000	Retirement Benefits	3,081	3,342	2,453	2,776	1,895	2,873	
443-000-724.000	Med Insurance Buyouts	0	17	82	108	87	108	
443-000-727.000	Office Supplies	0	0	0	0	0	0	
443-000-730.000	Postage	0	12	0	0	0	0	
443-000-743.000	Uniforms	65	42	56	0	44	50	
443-000-775.000	Rep & Maint Supplies	264	2,619	238	0	23	100	
443-000-801.000	Prof Services - Engineering	0	0	490	0	1,400	0	
443-000-801.013	Prof Services/Attorney	3,382	7,075	8,649	0	57	5,000	
443-000-801.030	Profess Service-Audit	499	507	353	488	488	488	
443-000-830.000	Contractual Reimbursement	0	7,517	7,598	7,514	7,513	<u>7,445</u>	
443-000-850.000	Communications	35	2	3	0	21	0	
443-000-900.000	Printing & Publishing	72	40	30	0	0	0	
443-000-910.000	Liability Insurance	4,221	4,025	4,178	4,679	4,475	4,679	
443-000-910.010	Workers Comp Insurance	305	316	329	298	286	399	
443-000-920.000	Utilities	2,056	0	0	0	0	0	
443-000-930.000	Repair/Maintenance (Outside)	9,498	10,985	5,856	7,000	148	8,000	
443-000-930.015	Financial Services	1,318	845	132	0	0	0	
443-000-930.050	Computer Services	28	0	106	0	50	50	
443-000-940.000	Equipment Rental	3,717	2,211	1,608	1,000	315	450	
443-000-956.000	Miscellaneous	15,174	437	0	0	46	0	
Totals for dept 000-OPERATIONS		88,859	90,997	76,728	67,391	48,226	0	74,763

Dept 908-DEBT SERVICE

443-908-991.000	Principal Payment - Interfund Loans	500,102	32,857	14,037	0	0	14,636	
443-908-995.000	Interest Payment - Interfund Loans	0	2,726	2,587	0	0	1,939	
Totals for dept 908-DEBT SERVICE		500,102	35,583	16,624	0	0	0	16,575

Dept 970-CAPITAL OUTLAY

443-970-801.000	Prof Services - Engineering	82,000	0	0	0	0	0	
443-970-972.000	Contracted Services	606,595	2,721	20,000	0	0	0	
443-970-974.000	City Match	4,500	0	0	0	0	0	
Totals for dept 970-CAPITAL OUTLAY		693,095	2,721	20,000	0	0	0	0

TOTAL APPROPRIATIONS	1,282,056	129,301	113,352	67,391	48,226	0	91,338
NET OF REVENUES/APPROPRIATIONS - FUND 443	(426,466)	(89,967)	(29,280)	2,627	12,829	71,060	(11,412)
Estimated Cash beginning of year:		95,000	36,500	16,500			24,000
Estimated Cash end of year:		5,033	7,220	19,127			12,589

Fund 450 - INDUST PARK TIFA
6/7/2017

GL NUMBER	DESCRIPTION	13-14 ACTUAL AMOUNTS	14-15 ACTUAL AMOUNTS	15-16 ACTUAL AMOUNTS	16-17 REQUESTED BUDGET	16-17 ACTUAL TO 04/30	16-17 PROJECTED TOTALS	17-18 REQUESTED BUDGET
ESTIMATED REVENUES								
Dept 000-OPERATIONS								
450-000-402.040	Captured - AV - Real - CITY	4,659	177	3,415	14,874	14,863		0
450-000-402.041	Captured - AV - Real - LIBRARY	335	0	409	1,841	1,776		0
450-000-402.042	Captured - AV - Real - CAP IMP	368	0	269	1,173	1,173		0
450-000-402.043	Captured - AV - Real - FIRE RES	368	0	269	1,173	1,173		0
450-000-402.044	Captured - AV - Real - S WASTE	478	0	350	1,525	1,524		0
450-000-402.048	Captured - AV - Real - COUNTY	2,158	0	1,641	7,151	7,136		0
450-000-402.060	Captured - AV - Personal - CITY	3,914	13,780	13,945	6,839	8,038		0
450-000-402.061	Captured - AV - Personal - LIBRARY	283	1,010	1,670	819	961		0
450-000-402.062	Captured - AV - Personal - CAP IMP	309	1,101	1,100	540	634		0
450-000-402.063	Captured - AV - Personal - FIRE RES	309	1,101	1,100	540	634		0
450-000-402.064	Captured - AV - Personal - S WASTE	401	1,431	1,430	701	825		0
450-000-402.065	Captured - AV - Personal - COUNTY	1,821	6,710	6,705	3,288	3,857		0
450-000-402.070	Captured - IFT - Real - CITY	0	0	0	0	0		0
450-000-402.071	Captured - IFT - Real - LIBRARY	0	0	0	0	0		0
450-000-402.072	Captured - IFT - Real - CAP IMP	0	0	0	0	0		0
450-000-402.073	Captured - IFT - Real - FIRE RES	0	0	0	0	0		0
450-000-402.074	Captured - IFT - Real - S WASTE	0	0	0	0	0		0
450-000-402.075	Captured - IFT - Real - COUNTY	0	0	0	0	0		0
450-000-402.080	Captured - IFT - Personal - CITY	0	4,228	6,096	0	0		0
450-000-402.081	Captured - IFT - Personal - LIBRARY	0	306	730	0	0		0
450-000-402.082	Captured - IFT - Personal - CAP IMP	0	334	481	0	0		0
450-000-402.083	Captured - IFT - Personal - FIRE RES	0	334	481	0	0		0
450-000-402.084	Captured - IFT - Personal - S WASTE	0	434	625	0	0		0
450-000-402.085	Captured - IFT - Personal - COUNTY	0	2,033	2,931	0	0		0
450-000-569.000	State Grants - Other (Personal Property)	0	0	0	0	0		54,600
450-000-664.020	Interest Inc-Investments	89	59	33	0	272		50
450-000-694.000	Revenue-Miscellaneous	0	0	0	0	1,000		0
Totals for dept 000-OPERATIONS		15,492	33,038	43,680	40,464	43,866	43,900	54,650

TOTAL ESTIMATED REVENUES		15,492	33,038	43,680	40,464	43,866	43,900	54,650
APPROPRIATIONS								
Dept 000-OPERATIONS								
450-000-703.000	Full Time Wages	16,161	15,172	20,532	28,203	21,911		29,299
450-000-706.000	Part Time Wages	749	388	608	0	574		0
450-000-713.000	OTHER POST EMPLOYMENT BENEFITS	0	0	20	28	23		158
450-000-715.000	Social Security (FICA)	1,206	1,122	1,528	2,101	1,573		2,093
450-000-715.010	Health Insurance	1,978	2,669	2,636	3,039	7,268		5,480
450-000-715.012	FSA - Employer Paid	0	0	0	0	29		77
450-000-715.013	HSA - Employer Paid	0	0	0	0	0		2,256
450-000-715.015	Life Insurance	14	14	10	11	9		11
450-000-718.000	Retirement Benefits	1,532	1,129	1,126	1,135	897		1,143
450-000-724.000	Med Insurance Buyouts	0	2	20	20	16		20
450-000-775.000	Rep & Maint Supplies	187	0	0	0	0		0
450-000-801.013	Prof Services/Attorney	0	323	1,425	1,000	418		500
450-000-801.030	Profess Service-Audit	94	96	67	92	92		92
450-000-850.000	Communications	3	2	3	0	1		0
450-000-910.000	Liability Insurance	308	320	332	372	356		372
450-000-910.010	Workers Comp Insurance	98	112	113	179	172		249
450-000-930.000	Rep & Maint Outside Servi	141	0	4,265	1,000	1,950		1,000
450-000-930.015	Financial Services	138	88	132	0	0		0
450-000-930.050	Computer Services	0	0	51	0	50		50
450-000-940.000	Equipment Rental	1,032	1,499	2,238	1,500	1,461		1,500
450-000-956.000	Miscellaneous	520	545	820	600	0		600
Totals for dept 000-OPERATIONS		24,161	23,481	35,926	39,280	36,800	43,900	44,900
Dept 970-CAPITAL OUTLAY								
450-970-972.000	Contracted Services	0	0	5,500	0	0		
450-970-974.000	City Match	22,578	0	0	0	0		
Totals for dept 970-CAPITAL OUTLAY		22,578	0	5,500	0	0	0	0
TOTAL APPROPRIATIONS		46,739	23,481	41,426	39,280	36,800	43,900	44,900
NET OF REVENUES/APPROPRIATIONS - FUND 450		(31,247)	9,557	2,254	1,184	7,066	0	9,750

Estimated Cash beginning of year:	42,000	52,000	61,000	<u>56,000</u>
Estimated Cash end of year:	<u>51,557</u>	<u>54,254</u>	<u>62,184</u>	<u><u>65,750</u></u>

Fund 494 - DOWNTOWN DEVELOPMENT AUTHORITY - DDA
06/07/2017

GL NUMBER	DESCRIPTION	13-14 ACTUAL AMOUNTS	14-15 ACTUAL AMOUNTS	15-16 ACTUAL AMOUNTS	16-17 REQUESTED BUDGET	16-17 ACTUAL TO 04/30	16-17 PROJECTED TOTALS	17-18 REQUESTED BUDGET
ESTIMATED REVENUES								
Dept 000-OPERATIONS								
494-000-402.030	Captured - AV - Real - CITY	24,570	21,319	14,966	13,349	13,349		15,041
494-000-402.031	Captured - AV - Real - LIBRARY	1,779	1,561	1,792	1,598	1,595		1,797
494-000-402.032	Captured - AV - Real - CAP IMP	1,939	1,690	1,181	1,053	1,053		1,187
494-000-402.033	Captured - AV - Real - FIRE RES	1,939	1,690	1,181	1,053	1,053		1,187
494-000-402.034	Captured - AV - Real - S WASTE	2,520	2,199	1,535	1,369	1,369		1,542
494-000-402.045	Captured - AV - Real - COUNTY	11,434	10,294	7,195	6,418	6,407		7,219
494-000-402.060	Captured - AV - Personal - CITY	2,536	3,146	2,066	2,502	2,502		2,653
494-000-402.061	Captured - AV - Personal - LIBRARY	184	228	247	300	299		317
494-000-402.062	Captured - AV - Personal - CAP IMP	200	248	163	197	197		209
494-000-402.063	Captured - AV - Personal - FIRE RES	200	248	163	197	197		209
494-000-402.064	Captured - AV - Personal - S WASTE	260	323	212	257	257		272
494-000-402.065	Captured - AV - Personal - COUNTY	1,180	1,513	993	1,203	1,201		1,273
494-000-402.069	Property Tax - PPT State Reimb PA	0	2,101	0	0	0		0
494-000-545.000	State Grant	0	900	0	0	0		0
494-000-569.000	State Grants - Other (Personal Property)	0	0	0	0	0		<u>5,600</u>
494-000-569.010	Local Donations	0	0	3,500	0	0		0
494-000-664.020	Interest Inc-Investments	37	33	15	0	51		15
494-000-694.000	Revenue-Miscellaneous	4,252	8,986	2,253	1,500	1,397		1,500
494-000-694.022	DDA - Farmers Market Entry Fee	505	350	3,990	4,000	2,247		3,500
494-000-694.025	Sale of Merchandise	0	1,454	1,200	1,000	915		1,000
494-000-694.026	DDA - Special Event Revenues	0	0	0	0	1,616		1,000
494-000-694.036	DDA Donations - Movies in the Park	0	0	100	500	0		400
Totals for dept 000-OPERATIONS		53,535	58,283	42,752	36,496	35,705	36,700	45,921
TOTAL ESTIMATED REVENUES		53,535	58,283	42,752	36,496	35,705	36,700	45,921

APPROPRIATIONS

Dept 000-OPERATIONS

494-000-703.000	Full Time Wages	19,902	12,995	11,905	13,022	10,245		13,833
494-000-706.000	Part Time Wages	20	364	707	700	1,827		750
494-000-710.000	Overtime Wages-Extra Time	0	0	100	0	0		0
494-000-715.000	Social Security (FICA)	1,392	999	942	1,050	855		1,040
494-000-715.010	Health Insurance	(49)	(70)	0	0	3,354		2,556
494-000-715.013	HSA - Employer Paid	0	0	0	0	0		1,392
494-000-715.015	Life Insurance	2	0	0	0	0		0
494-000-718.000	Retirement Benefits	1,990	169	14	0	0		0
494-000-727.000	Office Supplies	0	2	61	25	0		0
494-000-775.000	Rep & Maint Supplies	719	1,988	1,100	1,000	0		1,000
494-000-801.000	Prof Services - Engineering	0	0	132	0	0		0
494-000-801.013	Prof Services/Attorney	0	513	0	0	0		0
494-000-801.030	Profess Service-Audit	94	96	67	92	92		92
494-000-900.000	Printing & Publishing	1,098	2,192	3,757	2,500	2,302		2,500
494-000-910.000	Liability Insurance	396	412	427	479	458		479
494-000-910.010	Workers Comp Insurance	40	65	65	55	53		84
494-000-930.000	Rep & Maint Outside Servi	6,176	8,406	3,390	3,000	1,719		500
494-000-930.050	Computer Services	0	0	153	0	50		50
494-000-940.000	Equipment Rental	449	560	217	500	0		250
494-000-956.000	Miscellaneous	1,117	1,286	878	1,000	824		0
494-000-956.021	Special Events	5,250	5,735	5,138	1,300	989		1,200
494-000-957.022	DDA Farmers Market Expenses	0	0	0	700	615		700
494-000-957.025	DDA Christmas Ornament Costs	0	0	0	800	779		800
494-000-957.036	DDA Movies in the Park	0	0	0	2,200	2,493		2,200
494-000-960.000	Education & Training	0	0	170	0	275		100
494-000-962.000	Association Memberships	0	0	0	0	1,530		3,100
Totals for dept 000-OPERATIONS		38,596	35,712	29,223	28,423	28,460	0	32,626

Dept 908-DEBT SERVICE

494-908-991.000	Principal Payment - Interfund Loans	10,990	11,100	11,211	11,323	9,436	11,323	11,436
494-908-995.000	Interest Payment - Interfund Loans	1,271	1,161	1,050	938	782	938	825
Totals for dept 908-DEBT SERVICE		12,261	12,261	12,261	12,261	10,218	12,261	12,261

TOTAL APPROPRIATIONS

50,857	47,973	41,484	40,684	38,678	12,261	44,887
--------	--------	--------	--------	--------	--------	--------

NET OF REVENUES/APPROPRIATIONS - FUND 494

2,678	10,310	1,268	(4,188)	(2,973)	24,439	1,034
-------	--------	-------	---------	---------	--------	-------

Estimated Cash beginning of year:	9,500	13,000	12,000	<u>10,000</u>
Estimated Cash end of year:	<u>19,810</u>	<u>14,268</u>	<u>7,812</u>	<u><u>11,034</u></u>



Plainwell Department of Public Safety

April 2017 Monthly Report



The above photos are PSOs Taylor, Rantz, Luthy and Det/Sgt Varley taking an Airway class at WMU Medical School. After classroom instruction we went to the simulation lab for hands on training. The class was taught by two Emergency Room Physicians and current E.R. Fellows. The other students were WMU medical students.

Submitted By: Director Bill Bomar

BB



April 2017 Report Summary

Community Events:

Officer Pell and firefighters Taylor and Farr attended the Easter Egg Hunt. There were several hundred people attending, and all went well.

Training:

This month's training involved advanced airway training at the WMU Medical School's simulation lab. Also, pump operations training was done at the Plainwell Department of Public Safety.

On the Law enforcement side we covered more topics from the VALOR program. The topics covered this month were Pre-Incident Indicators, Ambush Attacks, Mental Health, Wellness and Fitness.

Foot Patrol:

The department performed 12 hours of foot patrol. During the foot patrol officers had 280 citizen contacts.

Notable Incidents:

On April 7, 2017, a man was seen yelling for help in the Kalamazoo River near N. Main Street. Officer Luthy arrived on scene, but the victim was traveling downstream quickly. Officer Rantz and Officer Webber (Otsego PD) were positioned behind the Department of Public Works at HWY 131, along the river bank. The victim passed by but could not be reached by the officers. The victim was last observed by a Sherriff's Deputy in the river at 12th Street, but he also could not reach the victim. Otsego Fire and the Allegan County Dive Team were also called out to assist in locating the victim. When the Dive team arrived they were able to launch a boat, but they were not able to locate the victim. The many factors working against a successful recovery operation were extremely high

water levels, swift currents and river hydrology, natural deadfall and debris in the water causing known and unknown hazards to rescue personnel both above and below the water level. At this time the cause is unknown; however, it is believed to be accidental. The victim was recovered April 24, 2017.

Investigations:

Dep/Chief Varley closed 14 cases with arrest this month. There were six cases closed without an arrest and one case remains open for further investigation.

There was a burglary at 300 Acorn Street where \$10,000 worth of medical marijuana was stolen by three suspects. The case is under investigation.

Miscellaneous:



PLAINWELL PUBLIC SAFETY

Police, Fire and Medical First Responder Services

MONTHLY REPORT

April 2017

Prepared by Director Bill G. Bomar

Plainwell Department of Public Safety

Scheduled Hours By Activity for April 2017

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 ROAD PATROL HOURS SCHEDULED FOR THE MONTH

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

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

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

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

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.

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.

Total Hours

957

Percentage of Total Hours

103 10.78%

269 28.11%

378 39.52%

207 21.59%

750 78.41%

Plainwell Department of Public Safety

Complaints/Activities for April 2017

ARRESTS

CUSTODIAL ARRESTS 22 *An individual taken into custody for a criminal offense and jailed for that offense.*

ARREST COUNTS 26 *Criminal complaints or cases cleared by the custodial arrest or issuance of a warrant(s).*

TRAFFIC ENFORCEMENT & CITATIONS

HAZARDOUS CITATIONS 4 *Uniform Law Citations issued by officers to individuals for moving traffic violations. (Drag racing, Speeding, etc.)*

NON-HAZARDOUS CITATIONS 14 *Uniform Law Citations issued by officers to individuals for NON-moving traffic violations. (Registration, Equipment, Etc.)*

DRUNK DRIVING CITATIONS 0 *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 28 *Traffic enforcement where no citation was issued but warnings were given.*

TOTAL TRAFFIC CITATIONS/WARNINGS 46

COMPLAINTS

ORIGINAL DISPATCH COMPLAINTS 198 *Complaints that are call in or the officer is dispatched to by Allegan County Central Dispatch (911) or our business office.*

PATROL INITIATED COMPLAINTS 12 *Complaints observed by the officer while on patrol or came to their attention by personal observation.*

TOTAL COMPLAINTS 210

OTHER ACTIVITIES

MOTORISTS ASSISTS 202 *Motorist contacts caused by mechanical breakdown or similar problem.*

PROPERTY INSPECTIONS 20 *Checks of homes or business specifically requested by a home or business owner.*

MOTOR VEHICLE ACCIDENTS 8 *Total motor vehicle accidents both on public roads or private property.*

COMMERCIAL BUILDING SECURITY CHECK 6,158 *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	April	Year to Date
900	Murder and Non-Negligent Manslaughter	0	0
1000	Kidnapping	0	0
1100	Sexual Assault	1	5
1200	Robbery	0	1
1300	Aggravated & Non-Aggravated Assault	8	21
PROPERTY CRIMES			
2000	Arson	0	0
2100	Extortion	0	0
2200	Burglary	4	8
2300	Larceny	5	20
2400	Motor Vehicle Theft	0	0
2500	Forgery/Counterfeiting	0	0
2600	Fraudulent Activities	2	9
2700	Embezzlement	0	0
2800	Stolen Property - Buying, receiving	0	0
2900	Damage to Property	3	10
3500	Violation of Controlled Substances Act	1	4
MORALS/DECENCY CRIMES			
3600	Sex Offenses (Other than Sexual Assault)	0	0
3700	Obscenity	0	0
3800	Family Offenses	0	1
4100	Liquor Violations	1	2
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	8	18
5200	Weapons Offenses	2	4
5300	Public Peace	7	21
5400	Traffic Investigations - Any Criminal Traffic Complaints	4	20
5500	Health and Safety	1	12
5600	Civil Rights	0	0
5700	Invasion of Privacy	3	6
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)	2	38
9400	False Alarm Activation	3	13
9500	Fires (Other than Arson)	3	7
9700	Accidents, All Other	9	9
9800	Inspections, Unfounded FIRS	32	132
9900	General Assistance (All Except Other Police Agencies)	57	219
9911 & 9912	General Assistance (Other Police Agencies)	37	166
FIRS	Medical First Responder	17	98



April Reports for Plainwell Department of Public Safety

PRIORITY 1 ASSISTS OUTSIDE OF JURISDICTION

The Plainwell Department of Public Safety was dispatched to 37 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
04/02/17	1837	1843	1100 N. Main Street	Medical	Medical	E-11	1	5
04/06/17	2040	2040	403 N. Main Street	River search	Search, investigate	E-63	6	7
04/08/17	0145	0145	151 N. Main Street	Rubbish fire	Extinguish	Patrol car	1	0
04/24/17	1202	1205	901 7 th Street	Building fire	Extinguish	E-17, E-63	3	5

Calls for Service at Plainwell Schools

Plainwell High School: 2
684 Starr Road

Gilkey School: 2
707 S. Woodhams Street

Plainwell Middle School: 2
720 Brigham Street

Starr Elementary: 0
601 school Drive

Early Childhood Development: 0
307 E. Plainwell Street

Renaissance School: 1
422 Acorn Street

Admin, Maintenance & Bus Garage: 0
600 School Drive

CITY OF PLAINWELL

ESTIMATED CASH BALANCE/FUND BALANCE REPORT

MONTH ENDED: **5/31/2017**

% OF FISCAL YEAR: **91.78%**

FUND	AUDITED FIGURES AS OF MOST RECENT AUDIT *		CURRENT YEAR PERFORMACE - UNAUDITED ***		ESTIMATED FUND BALANCE (AUDIT FB + ACT REV - ACT EXP)	ACTUAL CASH BALANCES - END OF MONTH - RECONCILED	CURRENT YEAR AMENDED BUDGET EXPENSE BUDGET USED		ESTIMATED NET CURRENT ASSET BALANCES AT JUNE 30, 2017
	CASH BALANCE	FUND BALANCE	ACTUAL REVENUE YTD - CASH BASIS	ACTUAL EXPENSE YTD - CASH BASIS			EXP	USED	
General	235,998	284,008	1,992,324	1,779,500	496,832	168,392	2,021,769	88.02%	384,000
Major Streets	162,690	99,825	187,552	256,283	31,095	55,143	300,670	85.24%	90,000
Local Streets	55,158	35,346	216,378	243,856	7,868	56,083	257,633	94.65%	60,000
Solid Waste	625	103	176,845	167,859	9,089	2,498	167,090	100.46%	500
Fire Reserve	133,816	133,816	86,486	157,746	62,556	7,332	159,162	99.11%	56,000
Airport	48,800	51,282	59,305	65,830	44,758	42,200	64,821	101.56%	40,000
Revolving Loan	10,988	60,740	17,045	10,000	67,785	18,033	30,000	33.33%	18,000
Capital Improvement	22,288	25,593	86,288	68,079	43,802	13,662	77,396	87.96%	30,000
Brownfield BRA	16,871	15,985	66,065	53,146	28,903	28,902	67,391	78.86%	24,000
Tax Increment TIFA	59,565	59,182	43,895	41,494	61,583	36,386	39,280	105.64%	56,000
Downtown DDA	20,311	19,419	37,658	41,842	15,236	16,149	40,684	102.85%	10,000
Sewer	694,724	821,024	1,216,840	1,172,297	865,567	680,773	1,478,146	79.31%	740,000
Water	261,041	298,496	448,041	450,286	296,251	201,009	543,090	82.91%	245,000
Equipment	154,203	147,016	229,299	240,324	135,991	137,431	261,996	91.73%	128,000
OPEB**	15,413	115,413	23,306	21,327	117,392	16,709	32,980	64.67%	118,500
	1,892,491	2,167,248	4,887,327	4,769,868	2,284,707	1,480,703	5,542,108	86.07%	2,000,000

* - Amounts taken from audited financial statements as of June 30, 2016

** - OPEB listing on this worksheet is included in the General Fund for financial statement purposes

*** - These amounts are taken directly from the End of Month Financial Statement provided to Council

Erik J. Wilson, City Manager	Brian Kelley, City Treasurer
I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate.	I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate.
Insert Signature: Erik Wilson <small>Digitally signed by Erik Wilson DN: c=US, st=Michigan, e=Plainwell, o=City of Plainwell, ou=CoP, cn=Erik Wilson, email=ewilson@plainwell.org Date: 2017.06.08 16:29:27 -04'00'</small>	Insert Signature: Brian Kelley <small>Digitally signed by Brian Kelley DN: c=US, st=Mt, e=City of Plainwell, o=Internet Widgits Pty Ltd, cn=Brian Kelley, email=bkelley@plainwell.org Date: 2017.06.08 16:22:43 -04'00'</small>

Investment Activity Report



“The Island City”

City of Plainwell

Investment Portfolio Detail - Unaudited

at: 5/31/2017

Brian Kelley, City Treasurer

I verify that this investment portfolio is in conformity with Michigan laws and the City's Investment Policy as approved by City Council.

Insert Signature:

Brian Kelley

Digitally signed by Brian Kelley
DN: c=US, st=MI, l=City of Plainwell,
o=Internet Widgits Pty Ltd, cn=Brian
Kelley, email=bkelley@plainwell.org
Date: 2017.06.08 16:23:27 -0400

	Investment Type	CUSIP	Principal Purchase	Institution or Bank	Contact Name and Number	Purchase Date	Maturity Date	Yield	Remaining Days to Maturity
1	Pooled Investment	N/A	\$186,872	Michigan Class	Rich Garay - 734.604.1494	03/28/16		1.02%	
2	180-Day CD	N/A	\$100,571	Chemical Bank	Laree Waanders - 269.857.9002	12/27/16	06/27/17	0.65%	27
3	365-Day CD	N/A	\$151,136	Talmer Bank	Stephanie Griffin - 616.464.0308	06/29/16	06/29/17	0.45%	29
4	180-Day CD	N/A	\$50,271	Chemical Bank	Laree Waanders - 269.857.9002	12/30/16	06/30/17	0.65%	30
5	365-Day CD	N/A	\$100,912	Chemical Bank	Laree Waanders - 269.857.9002	06/30/16	06/30/17	1.00%	30
6	90-Day CD	N/A	\$100,336	Chemical Bank	Laree Waanders - 269.857.9002	11/26/16	08/26/17	0.50%	87
7									
8									
9									
10									
11									
12									
13									
14									
15									

Total Investments: \$690,099.31

Average Yield: 0.71%

Cash Activity for the Month

Cash, beginning of month: \$1,583,531.89

Cash, end of month: \$1,480,703.10

Erik J. Wilson, City Manager

I verify that this investment portfolio is in conformity with Michigan laws and the City's Investment Policy as approved by City Council.

Insert Signature:

Erik Wilson

Digitally signed by Erik Wilson
DN: c=US, st=Michigan, l=Plainwell,
o=City of Plainwell, ou=CoP, cn=Erik
Wilson, email=ewilson@plainwell.org
Date: 2017.06.08 16:28:58 -0400

** Funds 701 and 703 not included - Trust & Agency

Minutes
Plainwell DDA, BRA and TIFA:
May 9, 2017

1. Call to Order - Meeting called to order at 7:34 a.m. by Rizzo
2. Pledge of Allegiance
3. Roll Call
Members Present: Jim Turley, Erik Wilson, EJ Hart, Paul Rizzo, Zelda Schippers, & Tracee Dunlop
Excused: Mayor Rick Brooks, Adam Hopkins, Nick Larabel
4. Approval of Minutes of 04/11/2017 minutes
5. General Public: None
6. Chairman's Report: None
7. BRA Action Items
 - A. **Motion to accept accounts payable for April of \$2,583.69 was made by Hart and seconded by Dunlop. Motion carried.**
 - B. Wilson discussed the Comfort letter from the EPA for Sweetwater Donuts; if we do not receive the comfort letter by the next council meeting then the city will draft a lease agreement for Sweetwater's.
8. DDA Action Items
 - A. **Motion to accept accounts payable for the month of April of \$1,327.12 was made by Rizzo and seconded by Turley. Motion carried.**
 - B. Update on the financing of the Business Directory, \$240 had been collected from downtown businesses.
9. TIFA Action Items
 - A. **Motion to accept accounts payable for the month of April of \$1508.56 was made by Hart and seconded by Schippers. Motion carried.**
 - B. Discussion on the need for more property in the Industrial Park and how we can acquire more land. Wilson spoke about a \$375,000 grant to reroute storm water to free up approximately 3 acres of land.
10. Communications:
3/27/17 and 04/10/17 Council Minutes and Financial Report/summary as of 04/31/17 was approved and placed on file.
11. Public Comments: None
12. Staff Comments:
Dog Park updates, Farmers' Market opening day; Plainwell Kayak Company opening
- Member Comments:
13. Adjournment: **A Motion by Dunlop supported by Rizzo to adjourn the meeting at 8:13 a.m. was made and passed.**

Submitted by Denise Siegel, Community Development Manager

**CITY OF PLAINWELL
MINUTES
Planning Commission
May 17, 2017**

1. Call to Order at 7:02 p. m. by Chair Lubic
2. Pledge of Allegiance was given by all present.
3. Roll Call: Present: Jay Lawson, Lori Steele, Diana Lubic, Jim Higgs, Chris Slinkman
Excused Absent: Chris Haas, Gary Sausaman
4. Approval of Minutes – 3/15/17:
None to approve – Higgs moved to approve minute’s sight unseen.
5. Chairperson’s Report:
None
6. New Business:
A. Land Division Review for 934 E. Bridge St. **motion to recommend the division of the property and move forward to the Zoning Board of Appeals.**
7. Old Business:
None
8. Public Comment:
None
9. Reports and Communications:
A. Accepted the 3/13/17; 3/27/17 & 4/24/17 Council Minutes. The minutes were not in the packet and therefore not accepted.
10. Staff Comments:
Siegel provided information on Plainwell Days Festival; Memorial Day Parade; Plainwell Kayak Company; Ace Hardware and Sweetwater donuts updates.
11. Commissioner Comments:
None
12. Adjournment:
The meeting was adjourned at 7:21 p.m.

Minutes submitted by Denise Siegel, Community Development Manager

CITY OF PLAINWELL
MINUTES
Planning Commission
June 7, 2017

1. Call to Order at 7:01 p. m. by Chair Lubic
2. Pledge of Allegiance was given by all present.
3. Roll Call: Present: Jay Lawson, Lori Steele, Diana Lubic, Jim Higgs, Chris Slinkman, Chris Haas, Gary Sausaman
4. Approval of Minutes – 3/15/17 & 5/17/17
Higgs motioned to approve minutes as received seconded by Hass. Minutes approved.
5. Chairperson’s Report:
None
6. New Business:
A. Ace Hardware Site Plans Review – Ace hired Bci Construction for the renovations of the property, 135 N. Anderson. The Site plans were presented by Bci Construction. The closing on the property will be finalized after a phase 2 testing sample has been completed. Site Plans for the Ace Hardware store were recommended to move forward to City Council by Higgs and seconded by Hass.
7. Old Business:
None
8. Public Comment:
None
9. Reports and Communications:
A. Accepted the 3/13/17; 3/27/17; 4/24/17; & 5/08/17 Council Minutes. Minutes were accepted as presented.
10. Staff Comments:
None
11. Commissioner Comments:
None
12. Adjournment:
The meeting was adjourned at 7:54 p.m.

Minutes submitted by Denise Siegel, Community Development Manager

06/08/2017 INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL
 POST DATES 06/12/2017 - 06/12/2017
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Vendor Code	Vendor Name	Description	Amount
000039	A-1 RENT ALL 15178	PROPANE 5/22/17	292.25
TOTAL FOR: A-1 RENT ALL			292.25
004834	A-1 SIGNS A1-16978	BANNER/RIVER BANNER	281.60
TOTAL FOR: A-1 SIGNS			281.60
000760	ALLEGAN COUNTY SHERIFFS DEPT 2017-04	APRIL 2017 WORK CREW	164.00
TOTAL FOR: ALLEGAN COUNTY SHERIFFS DEPT			164.00
003036	ALLSHRED SERVICES 90822	SHREDDING MAY 2017	53.35
TOTAL FOR: ALLSHRED SERVICES			53.35
000138	AMERICAN OFFICE SOLUTIONS IN123151	5/22/17 - 6/21/17 PD COPIER USAGE	76.42
TOTAL FOR: AMERICAN OFFICE SOLUTIONS			76.42
004167	B & B TRUCK FIRE DIVISION MASON DY 259	ENGINE 11 REPAIR	974.33
TOTAL FOR: B & B TRUCK FIRE DIVISION MASON DY			974.33
000461	BOB'S HARDWARE 43920 43935 44002 44012 44158 44244 44264	MISC HARDWARE WR WELL #4 PARTS KENYON PARK IRRIGATION IRRIGATION IRRIGATION PARTS FOR PELL WELL HOUSE #4	10.34 40.26 18.71 55.97 43.64 4.54 55.93
TOTAL FOR: BOB'S HARDWARE			229.39
003090	BROCK TOWING & RECOVERY 20229	PULL LOGS FROM RIVER AT TRESTLE	1,600.00
TOTAL FOR: BROCK TOWING & RECOVERY			1,600.00
002527	C.O.P.S. TRUST INSURANCE 2017-06	JUNE 2017 HEALTH INS	3,094.91
TOTAL FOR: C.O.P.S. TRUST INSURANCE			3,094.91
002116	CHARTER COMMUNICATIONS (SPECTRUM) 2017-06 AIRPORT	6/7/17 - 7/6/17 AIRPORT INTERNET	74.00
TOTAL FOR: CHARTER COMMUNICATIONS (SPECTRUM)			74.00
002890	CHEF CONTAINER LLC 404826	MONTHLY RECYCLING SERVICES PER CONTRACT	2,691.00
TOTAL FOR: CHEF CONTAINER LLC			2,691.00
000009	CONSUMERS ENERGY 2017-05	4/20/17 - 5/18/17 ELECTRIC BILLS	12,381.38
TOTAL FOR: CONSUMERS ENERGY			12,381.38
002703	CONTINENTAL LINEN SERVICES INC 2017-05 CITY HALL	2017-05 CITY HALL RUGS	64.56

	2017-05 DPS/FIRE	2017-05 DPS/FIRE RUGS	38.74
	2017-05 DPW	2017-05 DPW RUGS/UNIFORMS/MISC	158.12
	2017-05 WR	2017-05 WR RUGS/UNIFORMS/MISC	67.72
TOTAL FOR: CONTINENTAL LINEN SERVICES INC			329.14

004831	COSTANTINI MICHAEL		
	16/17 SHOE ALLOWANCE	16/17 SHOE ALLOWANCE	70.00
TOTAL FOR: COSTANTINI MICHAEL			70.00

001610	DALE W. HUBBARD, INC (CLEAN EARTH)		
	2-10824	ANNUAL CLEANING OF PLANT TANKS AND LIFT STATION:	1,306.00
	2-10825	ANNUAL CLEANING OF PLANT TANKS AND LIFT STATION:	3,591.00
	2-10826	ANNUAL CLEANING OF PLANT TANKS AND LIFT STATION	1,960.00
TOTAL FOR: DALE W. HUBBARD, INC (CLEAN EARTH)			6,857.00

000944	DEATON TRUCKING		
	8970	CLASS 2 FILL SOIL	303.77
TOTAL FOR: DEATON TRUCKING			303.77

000867	DETROIT PUMP & MFG INC		
	1046137	#5 CHLORINE PUMP	719.88
TOTAL FOR: DETROIT PUMP & MFG INC			719.88

002533	DIAMOND CONCRETE SAWING INC		
	808241	DRILL FOR DRAINAGE	242.00
TOTAL FOR: DIAMOND CONCRETE SAWING INC			242.00

004136	DICKINSON WRIGHT PLLC		
	1164991	APRIL 2017 LEGAL SERVICES	741.00
TOTAL FOR: DICKINSON WRIGHT PLLC			741.00

000638	DORNBOS SIGN INC		
	INV33102	SIGNS	216.38
TOTAL FOR: DORNBOS SIGN INC			216.38

001669	DR HOOKS SIGNS INC		
	139120	FLOWER PLAQUE MODERN WOODMEN	18.00
TOTAL FOR: DR HOOKS SIGNS INC			18.00

004262	ENVY OF PLAINWELL		
	2017-06	GOLDEN TICKET JUNE 2017	50.00
TOTAL FOR: ENVY OF PLAINWELL			50.00

000164	ETNA SUPPLY CO INC		
	S102201212.001	HOLE SAWS	349.50
	S102213366.002	HYDRANT PARTS	281.50
TOTAL FOR: ETNA SUPPLY CO INC			631.00

000984	EVOQUA WATER TECHNOLOGIES LLC (SIEM		
	903122877	ANNUAL PURCHASE OF BIOXIDE FOR MARTIN FORCE MA	300.00
TOTAL FOR: EVOQUA WATER TECHNOLOGIES LLC (SIEM			300.00

000153	FLEIS & VANDENBRINK INC		
	46205	3/25/17 - 4/28/17 WR	1,846.45
TOTAL FOR: FLEIS & VANDENBRINK INC			1,846.45

004833	FORCE FLOW		
	31239	WR	316.21
TOTAL FOR: FORCE FLOW			316.21

002650	FUEL MANAGEMENT SYSTEM PACIFIC PRID		
	1715101	PD/FIRE GAS 5/31/17	567.24
TOTAL FOR: FUEL MANAGEMENT SYSTEM PACIFIC PRID			567.24

004241	GHD SERVICES INC		
	854097	UTILITIES/Common Area Maintenance FY 2017	2,003.64
TOTAL FOR: GHD SERVICES INC			2,003.64

000910	GRAINGER DIV OF W W		
	9441074698	WR	29.50
	9441623965	WR	28.60
TOTAL FOR: GRAINGER DIV OF W W			58.10

000104	HARDINGS MARKET 380		
	2017-05A	PELL PARK BATHROOMS CLEANING SUPPLIES	7.98
	2017-06	H2O FOR THE FIRE DEPT	7.47
TOTAL FOR: HARDINGS MARKET 380			15.45

003040	HART'S JEWELRY		
	2017-05	GOLDEN TICKET PAYOUT MAY 2017	100.00
TOTAL FOR: HART'S JEWELRY			100.00

004205	HOEKSTRA ROOFING COMPANY INC.		
	10204	FALL 2016 ROOF INSPECTION FOR CITY HALL	1,536.00
TOTAL FOR: HOEKSTRA ROOFING COMPANY INC.			1,536.00

002281	HOME DEPOT		
	2017-05	MAY 2017 STATEMENT	724.61
TOTAL FOR: HOME DEPOT			724.61

002781	INTERSTATE ALL BATTERY CENTER		
	1901801019332	SCADA BATTERY	99.98
TOTAL FOR: INTERSTATE ALL BATTERY CENTER			99.98

001815	JEFF GILLILAND		
	16/17 SHOE ALLOWANCE	16/17 SHOE ALLOWANCE	148.37
TOTAL FOR: JEFF GILLILAND			148.37

000079	KAECHELE PUBLICATIONS INC		
	36272	SUMMARIES 4/10/17 & 4/24/17	180.88
	36273	DDA ADS	35.00
TOTAL FOR: KAECHELE PUBLICATIONS INC			215.88

000348	KALAMAZOO LANDSCAPE (RENEWED EARTH)		
	0116673	SOIL BLEND	209.75
TOTAL FOR: KALAMAZOO LANDSCAPE (RENEWED EARTH)			209.75

000113	KAR LAB INC		
	705313	WR SAMPLES	130.00
	705644	WR SAMPLES	90.00
	705815	DRINKING H2O SAMPLES	154.00
	706750	SAMPLE FROM WOODHAMS HYDRANT	28.00
	706839	SAMPLE FROM WOODHAMS HYDRANT	28.00
TOTAL FOR: KAR LAB INC			430.00

004835	LAKESHORE TACKLE AND FIREARMS		
	2017-05	PD	359.96
TOTAL FOR: LAKESHORE TACKLE AND FIREARMS			359.96

000356	LOCK MASTER SECURITY LLC		
	7778	KEYS FOR COOK PARK BATHROOMS	18.00
TOTAL FOR: LOCK MASTER SECURITY LLC			18.00

000604	LUBIC DIANA		
	2017-05	MILEAGE AND PAKING FOR CLASS	112.78
TOTAL FOR: LUBIC DIANA			112.78

004206	MADISON NATIONAL LIFE INSURANCE CO		

	2017-06	JUNE 2017 LIFE INSURANCE	98.99
TOTAL FOR: MADISON NATIONAL LIFE INSURANCE CO			98.99

000077	MCMASTER- CAR SUPPLY		
	30322123	WR LAB SUPPLIES	314.54
TOTAL FOR: MCMASTER- CAR SUPPLY			314.54

000609	MIDWAY CHEVROLET		
	48367	PD CAR #1 OIL CHANGE	36.91
TOTAL FOR: MIDWAY CHEVROLET			36.91

000096	NYE UNIFORM CO INC		
	604263	PANTS- J.GLERUM	68.50
	604265	SHIRT - J. PELL	136.48
TOTAL FOR: NYE UNIFORM CO INC			204.98

004807	OTIS ELEVATOR COMPANY		
	CVK65023617	6/1/17 - 8/31/17 SERVICE ELEVATOR IN THE BACK OF TH	127.26
TOTAL FOR: OTIS ELEVATOR COMPANY			127.26

004261	OTSEGO-PLAINWELL CHAMBER OF COMMERC		
	8052017	PYT 3 OF 4 2017	625.00
TOTAL FOR: OTSEGO-PLAINWELL CHAMBER OF COMMERC			625.00

000282	OUDBIER INSTRUMENT CO INC		
	8378	WR	211.60
TOTAL FOR: OUDBIER INSTRUMENT CO INC			211.60

000004	PLAINWELL AUTO SUPPLY INC		
	2017-05	MAY 2017 STATEMENT	226.67
TOTAL FOR: PLAINWELL AUTO SUPPLY INC			226.67

002582	PLAINWELL REDI MIX - COSGROVE ENTER		
	6103	WR	944.00
	6108	BEHIND COMPANION ANIMAL CLINIC	260.00
	6116	ACORN ST/INDUSTRIAL PKWY	197.00
	6156	HYDRANT	143.00
TOTAL FOR: PLAINWELL REDI MIX - COSGROVE ENTER			1,544.00

002247	PLUMMER'S PORTABLE TOILETS		
	364911	4/25/17 - 5/23/17 PARTIAL MONTH 5/18/17 DELIVERY	20.00
TOTAL FOR: PLUMMER'S PORTABLE TOILETS			20.00

000372	PREMIERE PRINTING CORP.		
	230621	2017 CALENDARS FOR WELCOME PACKETS	328.00
TOTAL FOR: PREMIERE PRINTING CORP.			328.00

001748	REPUBLIC WASTE SERVICES		
	0249-005534349	6/1/17 - 6/30/17 DPW OFFICE RECYCLE	229.16
	0249-005534877	6/1/17 - 6/30/17 WR CITY OFFICE GARBAGE	204.84
TOTAL FOR: REPUBLIC WASTE SERVICES			434.00

004830	RICHMOND, MICHAEL J		
	2017-06	ASSESSING SERVICES FY 2016-2017	1,300.00
TOTAL FOR: RICHMOND, MICHAEL J			1,300.00

000042	RS TECHNICAL SERVICES		
	19987	ASSIST IN SETTING UP NEW CHEMICAL FEED LINES & EQU	1,103.55
	19994	NEW LOAD CELLS & GAUGES FOR CHLORINE SCALES	1,627.22
TOTAL FOR: RS TECHNICAL SERVICES			2,730.77

000734	SAFETY KLEEN CORP		
	73632168	SERVICE PARTS WASHER	283.83
TOTAL FOR: SAFETY KLEEN CORP			283.83

001873	SCHANZ TIRE & AUTO SUPPLY INC.		
	135104	5/1/17 TUBE TIRE REPAIR	12.00
	135111	TIRE REPAIR 5/2/17	17.00
TOTAL FOR: SCHANZ TIRE & AUTO SUPPLY INC.			29.00
000303	SHERYL GLUCHOWSKI		
	2017-05	2 HEADLAMPS FOR DPW	22.00
TOTAL FOR: SHERYL GLUCHOWSKI			22.00
000011	SHOPPERS GUIDE INC		
	2017-05	MAY 2017 FARMERS MKT/DOG PARK/FLOWERS	152.00
TOTAL FOR: SHOPPERS GUIDE INC			152.00
REFUND UB	STANDISH, ANDREW		
	06/08/2017	UB refund for account: 03-00039000-06	27.26
TOTAL FOR: STANDISH, ANDREW			27.26
002402	STEENSMA LAWN & POWER EQUIPMENT		
	435438	CHAIN SAW	8.23
TOTAL FOR: STEENSMA LAWN & POWER EQUIPMENT			8.23
002653	VAN MANEN OIL COMPANY		
	2084033	DPW DIESEL FUEL 5/31/17	312.93
	2084034	DPW REGULAR GAS 5/31/17	479.09
TOTAL FOR: VAN MANEN OIL COMPANY			792.02
000034	VERIZON		
	9786344160	4/24/17 - 5/23/17 PHONE/WIFI	112.07
	9786344161	4/24/17 - 5/23/17 CELL PHONE BILLS	987.00
TOTAL FOR: VERIZON			1,099.07
002201	VOSS LIGHTING		
	2015889-00	DPW LIGHTS	34.68
TOTAL FOR: VOSS LIGHTING			34.68
001536	WASHWELL-STADIUM DRIVE GROUP-SOAP		
	1813	MAY 2017 PD DRY CLEANING	58.25
TOTAL FOR: WASHWELL-STADIUM DRIVE GROUP-SOAP			58.25
004190	WATER SOLVE LLC		
	7056	WR	975.00
TOTAL FOR: WATER SOLVE LLC			975.00
000714	WEBB CHEMICAL SERVICES		
	458901	ANNUAL COST OF FERRIC BASED ON 20,000 GLLON PURC	3,853.69
TOTAL FOR: WEBB CHEMICAL SERVICES			3,853.69
004828	WRIGHT FENCE COMPANY LLC		
	1897	KENYON PARK DUGOUT FENCE 100' X 6'	4,124.91
TOTAL FOR: WRIGHT FENCE COMPANY LLC			4,124.91
000947	WYOMING ASPHALT & PAVING INC.		
	064	W. BRIDGE ST ASPHALT 5/15/17	43.56
	095	ASPHALT	233.20
TOTAL FOR: WYOMING ASPHALT & PAVING INC.			276.76
TOTAL - ALL VENDORS			61,092.64

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:

**Cheryl
Pickett**

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: 2017.06.08 10:01:12 -04'00'

Brian Kelley, City Clerk/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
DN: c=US, st=MI, l=City of Plainwell,
o=Internet Widgits Pty Ltd, cn=Brian
Kelley, email=bkelley@plainwell.org
Date: 2017.06.08 16:23:44 -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: 2017.06.08 11:13:51 -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: 2017.06.08
14:03:40 -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: 2017.06.08 10:45:47 -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:

Erik Wilson

Digitally signed by Erik Wilson
DN: c=US, st=Michigan, l=Plainwell,
o=City of Plainwell, ou=CoP, cn=Erik
Wilson, email=ewilson@plainwell.org
Date: 2017.06.08 16:28:26 -04'00'

06/08/2017

CHECK REGISTER FOR CITY OF PLAINWELL
CHECK DATE FROM 05/24/2017 - 06/15/2017

Check Date	Check	Vendor Name	Description	Amount
Bank APPNC PNC Accounts Payable Checking				
Check Type: EFT Transfer				
06/15/2017	443(E)	CITY OF PLAINWELL	JUNE 2017 UTILITY BILLS	1,294.48
06/05/2017	444(E)	UNITED HEALTHCARE INSURANCE COMPANY	JUNE 2017 RETIREE PREMIUM - WHITNEY	176.55
06/08/2017	445(E)	WORLDPAY	WORLDPAY MONTHLY CHARGES	1.25
			Total EFT Transfer:	1,472.28
APPNC TOTALS:				
Total of 3 Disbursements:				1,472.28
Bank CBGEN Chemical Bank - General AP Account				
Check Type: EFT Transfer				
06/01/2017	1092(E)	STATE OF MICHIGAN	MAY 2017 AIRPORT FUEL SALES TAX	258.27
06/05/2017	1093(E)	UNITED HEALTHCARE INSURANCE COMPANY	JUNE 2017 RETIREE PREMIUM TOWN	162.51
06/08/2017	1094(E)	CHEMICAL BANK	JUNE 2017 CHEMICAL BANK FEES	141.83
06/09/2017	1095€	PNC BANK cc	MAY 19 2017 PNC CREDIT CARD STMT	3,922.96
			Total EFT Transfer:	4,485.57
Check Type: Paper Check				
05/24/2017	10912	PRIORITY HEALTH	JUNE 2017 HEALTH INSURANCE	26,823.65
05/30/2017	10913	AT&T - SBC	4/14/17 - 5/13/17 DPW SECURITY GATE	1,702.88
05/30/2017	10914	US BANK EQUIPMENT FINANCE (COPIER)	CITY HALL COPIER JUNE 2017	147.00
05/30/2017	10915	CONSUMERS ENERGY	3/28/17 - 4/28/17 ELECTRIC BILL 225 CUSH	0.00 V
05/30/2017	10916	MICHIGAN GAS UTILITIES CORP.	4/7/17 - 5/9/17 GAS BILLS	220.14
05/30/2017	10917	CHARTER COMMUNICATIONS (SPECTRUM)	6/5/17 - 7/4/17 CITY HALL PHONE/INTERNET	1,146.41
05/30/2017	10918	PITNEY BOWES/PURCHASE POWER	POSTAGE ON CITY HALL METER 4/24/17	500.00
05/31/2017	10919	POSTMASTER	TO MAIL THE UTILITY BILLS	562.17
05/31/2017	10920	CONSUMERS ENERGY	3/28/17 - 4/28/17 ADJUSTED/CORRECTED BIL	281.50
06/06/2017	10921	US BANK EQUIPMENT FINANCE (COPIER)	JUNE 2017 DPW COPIER	113.00
			Total Paper Check:	31,496.75

CBGEN TOTALS:

(1 Check Voided)

Total of 12 Disbursements:

35,982.32

REPORT TOTALS:

(1 Check Voided)

Total of 15 Disbursements:

37,454.60

Off Cycle Payment Authorization

Brian Kelley, City Clerk/Treasurer

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
DN: c=US, st=MI, l=City of Plainwell,
o=Internet Widgits Pty Ltd, cn=Brian
Kelley, email=bkelley@plainwell.org
Date: 2017.06.08 16:21:29 -04'00'

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.

Insert Signature:

Erik Wilson

Digitally signed by Erik Wilson
DN: c=US, st=Michigan, l=Plainwell,
o=City of Plainwell, ou=CoP, cn=Erik
Wilson, email=ewilson@plainwell.org
Date: 2017.06.08 16:28:02 -04'00'

STATE OF MICHIGAN

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

ELDER ABUSE AWARENESS MONTH IN ALLEGAN COUNTY - JUNE 2017

WHEREAS, every year more than two million disabled and elderly citizens are denied many of their rights and they are victims of physical and emotional abuse, neglect, and exploitation; and

WHEREAS, in 2016 there were 393 reports were made and 219 referrals were filed in Allegan County regarding vulnerable adults who were the victims of abuse, neglect, or exploitation; and

WHEREAS, the health and well-being of disabled and elderly people in our state should be one of our highest priorities and of concern to all Americans; and

WHEREAS, no aspect of our society - technology, agriculture, science, religion, sports, education - would enjoy its current prominence without the contributions from those who are elderly or have disabilities; and

WHEREAS, we can all benefit from the wisdom and knowledge acquired by Americans who are elderly or have disabilities and the experience of their past can help our State meet the challenge of its future; and

WHEREAS, people who are elderly or have disabilities are among the most important resources of our county and it is fitting that we recognize the need to protect their health, safety, and rights.

THEREFORE, BE IT RESOLVED, that the Allegan County Board of Commissioners hereby proclaims June 2017 to be Elder Abuse Awareness Month in Allegan County, and we urge all citizens to work together in the years to come to help reduce the abuse and neglect of people who are elderly or have disabilities; and

BE IT FURTHER RESOLVED that we do hereby instruct the County Clerk inscribe a page of the Journal and forward copies of this proclamation to the many local cities and townships of Allegan County to bring attention to Elder Abuse Awareness Month in Allegan County.


Dean Kapenga, Chairman


Tom Jessup, Vice-Chairman

STATE OF MICHIGAN)
) ss
COUNTY OF ALLEGAN)

I, Bob Genetski, Clerk of the Allegan County Board of Commissioners and Clerk of the County of Allegan, do hereby Certify that the Above Resolution was duly adopted by said Board on May 25, 2017.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County and Court in Allegan, Michigan, this 25th day of May.


Bob Genetski, Clerk -Register

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-18367**

- Consumers Energy Company is requesting approval from the Michigan Public Service Commission for authority to reconcile its gas revenue decoupling mechanism and for other relief.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A public hearing will be held:

DATE/TIME: **Wednesday, June 14, 2017, at 9:00 a.m.**
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge **Suzanne D. Sonneborn**

LOCATION: Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, Michigan

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider Consumers Energy Company's (Consumers Energy) April 28, 2017 application which seeks Commission's approval to 1) reconcile the Revenue Decoupling Mechanism for the period January 1, 2017 through January 28, 2017; 2) apply a one-month per customer surcharge to collect or refund the Revenue Decoupling Mechanism revenues by rate schedule, based on the projected number of customers for the September 2017 bill month; 3) apply the proposed remaining residual balance reconciliation methodology to any remaining residual balances that continue to exist after the implementation of the proposed surcharges; and 4) other relief.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by June 7, 2017. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's Legal Department – Regulatory Group, One Energy Plaza, Jackson, Michigan 49201.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to the Michigan Administrative Hearing System's Administrative Hearing Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy's application may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Michigan Administrative Hearing System's Administrative Hearing Rules, 2015 AC, R 792.10401 et seq.

**[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY APPROVE,
REJECT, OR AMEND PROPOSALS MADE BY CONSUMERS ENERGY.]**

PLEASE JOIN US!

MEDICAL MARIJUANA DISPENSARY DISCUSSION

***FOR TOWNSHIP OFFICIALS AND
ELECTED COUNCIL/TOWNSHIP MEMBERS***

June 20, 2017

1 pm to 5 pm

Pinnacle Center - Hudsonville

Keynote speakers

Dale D. Quigley, Deputy Coordinator
National Marijuana Initiative (NMI)

Tony Coder, Director of State & Local Affairs
Smart Approaches to Marijuana (SAM)

Panel Discussion

Director Shelly Edgerton from LARA (invited)

Kenneth Stecker, Traffic Safety Resource Prosecutor
Prosecuting Attorneys Association of Michigan

D/F/Lt Andrew Fias, WEMET Section Commander

Dale Hilson, Muskegon County Prosecutor

Roberts Kengis, Allegan County Prosecutor

Ronald Frantz, Ottawa County Prosecutor

Free to attend but you must RSVP: marijuanadispensariesupdate.eventbrite.com

Questions? Contact Heidi Denton (269) 673-6617 #2217 or hdenton@accmhs.org



P
U
B
L
I
C
S
E
R
V
A
N
T
S
D
A
Y

Lighthouse Baptist Church of Plainwell



Welcomes you to
“Public Servants Day”
Sunday, July 16th @ 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 16th to be “Public Servants Day”. In our 10:00 a.m. Service. We will have a time in the service to recognize each public servant present and present them with a gift of appreciation. If you are able to attend please respond by July 1st, by either phone – [\(269\)-664-3229](tel:(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. Site Plan Review – Ace Hardware Building:

Improvements for the former Harding's Building have been reviewed by the Planning Commission, which recommends approval for the Ace Hardware improvement project.

Recommended action: Consider approving the site review plan as presented.

B. Ambulance Service Agreement Amendment:

This amendment extends the existing Agreement for another 3-year period, as per the provisions of the original June 2009 agreement.

Recommended action: Consider authorizing the contract extension until June 30, 2020 and authorizing the City Manager to execute all documents related to the approved action.

C. DPW – Pavement Marking Project:

Superintendent Updike solicited bids for pavement markings on Main and Prince Streets. In the packet is the bid tabulation showing Ace Parking Lot Striping the low bidder for \$9,122.40, the recommended vendor for the project.

Recommended action: Consider approving the pavement-marking project with Ace Parking Lot Striping for \$9,122.40.

D. Airport Ramp & Taxiway Paving:

Superintendent Updike solicited bids for work to repair ramp and taxiway pavement at the Airport. Of the six firms which submitted proposals, two companies have tied for low-bid.

Recommended action: Consider options for the Airport paving work – Council could award a contract to one of the bidders, or table the issue for further consideration.

E. City Website Redevelopment:

Community Development Manager Siegel solicited proposals for city website redevelopment and support due to the resignation of the current website administrator. Administration recommends working with Muniweb for a custom redevelopment of the website at a one-time cost of \$6,800 with \$200 monthly maintenance charges going forward.

Recommended action: Consider approving the project with Muniweb for website development services for \$6,800..

F. Resolution 17-15 - Section 125 Plan Document Amendment:

Personnel Manager Lamorandier has reviewed the plan document and recommends changes to reflect recent law change, eligibility requirements and policy changes. The Resolution formally adopts changes to the Plan Document and the Summary Plan Description

Recommended action: Consider adoption Resolution 17-15 for the Section 125 Plan Document amendments as presented.

G. Draft BRA/TIFA/DDA Budget:

This is the draft BRA/TIFA/DDA budget for Council's approval before it goes back to the BRA/TIFA/DDA Board for adoption.

Recommended action: Consider approving the draft budget as presented.

H. Set Public Hearing – 2017/2018 City Budget:

This is the annual Public Hearing needed to adopt the City Budget.

Recommended action: Consider setting a Public Hearing on June 26, 2017 at 7pm for adoption of the 2017/2018 City Budget.

Reminder of Upcoming Meetings

- June 22, 2017 – Allegan County Board of Commissioners – 1pm
- June 13, 2017 – Plainwell DDA/BRA/TIFA Board – 7.30am
- June 21, 2017 – Plainwell Planning Commission – 7pm
- June 26, 2017 – Plainwell City Council – 7pm

The Island City

Plainwell is an equal opportunity provider and employer

Non-Agenda Items / Materials Transmitted

- Resolution from Allegan County Board of Commissioners regarding Elder Abuse Awareness
- Notice of Hearing – Consumers Energy Company – June 14, 2017 9am
- Medical Marijuana Dispensary Discussion - June 20, 2017 1pm at Hudsonville Pinnacle Center
- Lighthouse Baptist Church “Public Servants Day” – July 16, 2017 10am.