



**ACME TOWNSHIP BOARD MEETING
ACME TOWNSHIP HALL
6042 Acme Road, Williamsburg MI 49690
Tuesday, February 2, 2016, 7:00 p.m.**

CALL TO ORDER WITH PLEDGE OF ALLEGIANCE at 7:00 p.m.

Members present: J. Aukerman, C. Dye, A. Jenema, P. Scott, D. White, J. Zollinger
Members excused: G. LaPointe
Staff present: N. Edwardson, Recording Secretary

Zollinger stated that the Planning Commission meeting scheduled for Monday, February 8, 2016, has been cancelled.

A. LIMITED PUBLIC COMMENT:

Jim Goss, representing the Acme Business Association and Acme Heritage Group presented two checks for \$1,250.00 each for the Sayler Park Boat Launch.

B. APPROVAL OF AGENDA:

Zollinger requested a job description for Parks & Building Maintenance Supervisor be added to Old Business # 1.

Motion by White, seconded by Scott to approve the agenda with the additional of the job description for Parks & Building Maintenance Supervisor under Old Business #1. Motion carried by unanimous vote.

C. APPROVAL OF BOARD MINUTES

1. Draft unapproved minutes 01/05/16

**Motion by White, seconded by Dye to approve the 01/05/16 Board minutes as presented.
Motion carried by unanimous vote.**

D. INQUIRY AS TO CONFLICTS OF INTEREST: None

E. REPORTS: Received and filed

1. Clerk – Dye

Clerk's and Treasurer's office would like the Board to consider the purchase of a "Drop Box" located outside of the Township office building. This "Drop Box" would be used for tax payments and ballots. The price range: \$1,528.00 to \$2,272.00. The cost would be split between the existing budget for the Clerk and Treasurer's offices.

Motion by Jenema, seconded by Zollinger to approve the purchase of a "Drop Box" with funds from existing Clerk and Treasurer's budgets. Motion carried by unanimous vote.

2. Parks – Henkel

3. Legal Counsel – Jocks

4. Sherriff – Ken Chubb

5. County – Carol Crawford

6. Roads – Marc McKeller

7. Parks & Trails – Jenema

Jenema gave an update on Parks & Trails. We are ready for a Public Hearing for the Michigan Natural Resources Trust Fund grant that we are applying for. Discussion followed.

Motion by Scott, seconded by Aukerman to approve a date of March 1, 2016, for a Public Hearing for the Michigan Natural Resources Trust Fund grant. Motion carried unanimously.

F. SPECIAL PRESENTATIONS/DISCUSSIONS:

- 1. Dave Hoxsie for Sayler Park Boat Launch**
J. Goss presented during Public Comment.
- 2. Eagle Scout Project – Ryan Shively**
Ryan Shively, Boy Scout from Troop 115 in Acme, presented his project of putting in new kiosks at Sayler Park and Bayside Park for his Eagle Scout Service project. Shively presented the Board with prepared packets detailing the project. Shively will reach out to area lumberyards for donations but is currently looking at expenses of around \$692.00.

Motion by Scott, seconded by Jenema, to support financially the Eagle Scout project as presented. Motion carried by unanimous roll call vote.

- G. CONSENT CALENDAR:** The purpose is to expedite business by grouping non-controversial items together one Board motion (roll call vote) without discussion. A request to remove any item for discussion later in the agenda from any member of the Board, staff or public shall be granted.

- 1. RECEIVE AND FILE:**
 - a. Treasurer’s Report**
 - b. Clerk’s Revenue/Expenditure Report and Balance Sheet**
 - c. North Flight December report**
 - d. Draft Unapproved Meeting Minutes:**
 - 1. Planning Commission 01/11/16**
 - 2. Parks & Trails meeting 12/18/15**
- 2. APPROVAL:**
 - a. Accounts Payable Prepaid of \$290,072.92 and Current to be approved of \$89,967.96 (Recommend approval: Cathy Dye, Clerk)**

H. ITEMS REMOVED FROM THE CONSENT CALENDAR:

Dye requested that the current bills report under Approval 2 a. be removed.

Motion by Jenema, seconded by Scott to approve the consent calendar with the removal of the current bills. Motion carried by unanimous roll call vote.

Dye requested a change of \$38.66 less to be paid. The new amount would be \$89,929.30.

Motion by Jenema, seconded by Aukerman to approve the Current bills for \$89,929.30. Motion carried by unanimous roll call vote.

I. CORRESPONDENCE: Received and filed under Correspondence in the packet

- 1. Letter dated 2/2/16 from B. Kelley, 4893 Ridge Crest, regarding “backup pump” for the Hope Village well**
- 2. Email dated 2/1/16 from E. Kossek, 8751 Woodridge Dr, expressing concerns for the new office hours**

J. PUBLIC HEARING: None

K. NEW BUSINESS:

- 1. Hope Village Water Pump replacement**
Zollinger referred to a memo to John Divozzo, DPW regarding replacement of one of the well pumps on the Hope Village water system, to have pump replaced and billed to Acme Township for said work at the price not to exceed \$20,000.00

Motion by Jenema, seconded by White to approve Resolution R-2016-4 approving funds transferred to Water/repairs maintenance from, Sewer /water fund balance. Motion carried by unanimous roll call vote.

2. Acme 401 Retirement annual approval of plan - Clerk

Dye provided a memo. Restatement is done on Acme Plan every five years to comply with Federal Laws and to consider any changes or modifications. Currently Acme Township contributes to the Retirement plan annually.

Motion by Scott, seconded by Jenema to approve Resolution R-2016-5 requiring Pension Protection Act (PPA) restatement process. Motion carried by unanimous roll call vote.

3. Resolution regarding Acme Township retirement plan.

Dye has been asked if payments could be done on a quarterly basis rather than the annual payment we do now, as well as possible changes to the vesting schedule. Clerk Dye had completed some research with our present provider and presented a resolution to allow making payments quarterly and along with changing the vesting Schedule to, in the first year employee becomes qualified (after one year of service and 1000 hours) vested is owned by employee 100%.

Motion by Scott, seconded by Jenema to approve Resolution R-2016-6 allowing for modification of the Plan Profit sharing provision vesting schedule and allowing quarterly payments to be made, Motion carried by unanimous roll call vote.

4. Resolution to allow employees the ability to contribute per- tax dollars to their 401 k plan.

Discussion was held. Dye stated this resolution would add a 401k for employees to make pre-tax contributions from their own pay into the retirement.

Motion made by Jenema, seconded by White to approve Resolution 2016-07 allowing employees pre-tax payments to their plan. Motion carried by unanimous roll call vote.

5. TBAISD Tax collection agreement Summer property tax

Motion by White, seconded by Scott to approve Resolution R-2016-8 allowing for the 2016 Summer collection of School property taxes. Motion carried unanimously.

6. MOU between Acme Twp.,Tart & GTRLC

A draft of the North End Bayside Park Improvement Project agreement was presented at the January Board meeting. Board was asked to review and address any concerns or issues to Jenema. There was none.

Motion by Scott, seconded by Aukerman, to approve the North End Bayside Park Improvement Project as presented. Motion carried unanimously.

L. OLD BUSINESS:

1. Parks & Building Maintenance Supervisor Job description

Reviewed by Board and Henkel.

Motion by Jenema, seconded by White to approve the job description for Parks & Building Maintenance Supervisor as presented. Motion carried unanimously.

PUBLIC COMMENT & OTHER BUSINESS THAT MAY COME BEFORE THE BOARD:

Matt McDonough, GTRLC, discussed with the board an additional donation of land south of Sayler park. The parcel is 13 acres. Matt said the Conservative was thinking of accepting this donation of land and would manage it along with the old campground piece of 8 acres until Acme Township is ready to take on both parcels.

Some discussion was held by the board and all in attendance thought that would be ok. We have a lot of park land now that we are working on developing and improving. Matt will get back to us with a final decision by the GTRLC.

ADJOURN AT 8:45 am



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ACME TOWNSHIP REGULAR BOARD MEETING
ACME TOWNSHIP HALL
6042 Acme Road, Williamsburg MI 49690
Tuesday, February 2, 2016, 7:00 p.m.

GENERAL TOWNSHIP MEETING POLICIES

- A. All cell phones shall be switched to silent mode or turned off.**
- B. Any person may make a video, audio or other record of this meeting. Standing equipment, records, or portable microphones must be located so as not to block audience view.**

CALL TO ORDER WITH PLEDGE OF ALLEGIANCE
ROLL CALL

- A. LIMITED PUBLIC COMMENT:**
Public Comment periods are provided at the beginning and end of each meeting agenda. Members of the public may address the Board regarding any subject of community interest during these periods. Comment during other portions of the agenda may or may not be entertained at the moderator's discretion.
- B. APPROVAL OF AGENDA:**
- C. APPROVAL OF BOARD MINUTES:**
 - a. Draft unapproved minutes 1/05/16**
- D. INQUIRY AS TO CONFLICTS OF INTEREST:**
- E. REPORTS**
 - a. Clerk – C. Dye**
 - b. Parks – T. Henkel**
 - c. Legal Counsel – J. Jocks**
 - d. Sheriff - Ken Chubb**
 - e. County -Carol Crawford**
 - f. Roads - Marc McKeller**
 - g. Parks & Trails Committee**
- F. SPECIAL PRESENTATIONS/DISCUSSIONS:**
 - 1. Dave Hoxsie Presentation for Sayler Park**
 - 2. Eagle Scout Project /Ryan Shively**
- G. CONSENT CALENDAR:** The purpose is to expedite business by grouping non-controversial items together for one Board motion (roll call vote) without discussion. A request to remove any item for discussion later in the agenda from any member of the Board, staff or public shall be granted.
 - 1. RECEIVE AND FILE:**
 - a. Treasurer's Report**
 - b. Clerk's Revenue/Expenditure Report and Balance Sheet**
 - c. North Flight December report**
 - d. Draft Unapproved Meeting Minutes:**
 - 1. Planning Commission 1/11/16**
 - 2. Parks & Trails meeting 12/18/15**
 - 2. APPROVAL:**
 - a. Accounts Payable Prepaid of \$290,072.92 and Current to be approved of \$89,967.96 (Recommend approval: Clerk, C. Dye)**
- H. INQUIRY AS TO CONFLICTS OF INTEREST:**

I. ITEMS REMOVED FROM THE CONSENT CALENDAR:

1. _____
2. _____
3. _____

J. CORRESPONDENCE:

- 1.

K. PUBLIC HEARING:

L. NEW BUSINESS:

1. Hope Village Water Pump Replacement
 - a.) Budget Resolution on Hope Village water
2. Acme 401 Retirement Annual approval of plan-Clerk
3. Resolutions regarding Acme Township Retirement Plan
4. TBAISD Tax collection agreement Summer Property tax
5. MOU between Acme TWP. , Tart & GTRLC

M. OLD BUSINESS:

- 1.

PUBLIC COMMENT & OTHER BUSINESS THAT MAY COME BEFORE THE BOARD:

ADJOURN



**ACME TOWNSHIP BOARD MEETING
ACME TOWNSHIP HALL
6042 Acme Road, Williamsburg MI 49690
Tuesday, January 5, 2016, 7:00 p.m.**

CALL TO ORDER WITH PLEDGE OF ALLEGIANCE at 7:00 p.m.

Members present: J. Aukerman, C. Dye, A. Jenema, G. LaPointe, P. Scott, D. White, J. Zollinger
Members excused: None
Staff present: N. Edwardson, Recording Secretary

A. LIMITED PUBLIC COMMENT: None

B. APPROVAL OF AGENDA:

Motion by LaPointe, seconded by Jenema to approve the agenda as presented. Motion carried by unanimous vote.

C. APPROVAL OF BOARD MINUTES

- 1. Draft unapproved minutes 12/01/15**
- 2. Draft unapproved Special Board meeting 12/07/15**

Motion by Dye, seconded by Aukerman to approve the 12/01/15 and 12/07/15 Board minutes as presented. Motion carried by unanimous vote.

D. INQUIRY AS TO CONFLICTS OF INTEREST: None

E. REPORTS: Received and filed

- 1. Eagle Scout project**
- 2. Parks – Henkel**
- 3. Legal Counsel – Jocks**
- 4. Sherriff**
- 5. County**
- 6. Roads**

F. SPECIAL PRESENTATIONS/DISCUSSIONS: None

G. CONSENT CALENDAR: The purpose is to expedite business by grouping non-controversial items together one Board motion (roll call vote) without discussion. A request to remove any item for discussion later in the agenda from any member of the Board, staff or public shall be granted.

1. RECEIVE AND FILE:

- a. Treasurer's Report**
- b. Clerk's Revenue/Expenditure Report and Balance Sheet**
- c. Metro Newsletter**
- d. North Flight**
- e. Draft Unapproved Meeting Minutes:**
 - 1. Planning Commission 12/14/15**
 - 2. Parks & Trails meeting 11/20/15**

2. APPROVAL:

- a. Accounts Payable Prepaid of \$58,803.51 and Current to be approved of \$44,861.52
(Recommend approval: Cathy Dye, Clerk)**

H. ITEMS REMOVED FROM THE CONSENT CALENDAR:

Motion by Jenema, seconded by Scott to approve the consent calendar as presented. Motion carried by unanimous roll call vote.

I. CORRESPONDENCE: Received and filed

- 1. Email dated 12/17/15 from Angie Lucas, Grand Traverse Regional Land Conservancy Regarding "Autumn Olive recap"**

J. PUBLIC HEARING: None

K. NEW BUSINESS:

- 1. Adoption of Zoning Ordinance 036 Medical Marihuana**

Motion by White, seconded by Jenema to approve the amendment to the Zoning Ordinance 036 Medical Marihuana as presented. Motion carried by unanimous vote.

- 2. Police Power Ordinances – Tent Sales and Food Trucks**

Winter stated that he has received correspondence related to operating tent sales and food trucks in Acme Township. Currently neither of these uses are regulated in any way. It was determined at the December Planning Commission meeting that the most appropriate form of regulation would be through Police Power Ordinances, which would need to be implemented at the Board level. The Planning Commission is willing to work on the draft language, if supported by the Board.

Motion by Jenema, seconded by Scott, to support the Planning Commission working on the draft language for Tent Sales and Food Trucks. Motion carried by unanimous vote.

- 3. Resolution to balance Budget, Septage fund to Parks fund**

Motion by Scott, seconded by Jenema, to approve Resolution R-2016-1 to approve fund moves from 101 Septage to 208 Parks fund. Motion carried by unanimous roll call vote.

- 4. Zoning Administrator pay recommendation**

Motion by LaPointe, seconded by Aukerman to approve an increase by \$1500 annually for the Zoning Administrator position. Motion carried by unanimous roll call vote.

- 5. Resolution to amend Acme Township Consumer Fireworks ordinance**

Motion by Scott, seconded by LaPointe to approve Resolution R-2016-2 Amending the Acme Township Consumer Fireworks Ordinance. Motion carried by unanimous vote.

- 6. Parks and Recreation directions and recommended changes**

Zollinger read the memo regarding committee changes for our Parks and Recreation. Three steps were presented, first to decommission our present Parks and Recreation committee, secondly Acme needs to charter the present Parks & Trail committee and appoint a chairperson for six months and thirdly to create a Parks and Cemetery maintenance group made up of a Trustee, member of the Parks & Trail and the Township Supervisor.

Motion by Scott, seconded by Aukerman, to decommission present Parks and Recreation committee, appoint Jenema to chair the new Parks & Trail committee for six months and appoint LaPointe to serve on the Parks & Cemetery maintenance group. Motion carried by unanimous vote.

L. OLD BUSINESS: Received and file

1. Sayler Park Update

Aukerman informed the Board all contract issues with the Grant for \$77,698.00 from the Great Lakes Fishery Trust have been cleared, and paper work also agreed to by the DNR on use of the launch site. The resolution R-2016-3 covers all requirements of the Grant with the GLFT and we will process all paper work required by 1/15/2016 if the Resolution is passed.

Motion by LaPointe, seconded by Aukerman to approve Resolution R-2016-3 supporting acceptance of Great Lakes Fishery Trust Grant for Sayler Park Boat launch. Motion carried by unanimous roll call vote.

2. Single Hauler contract status

Zollinger referred to the September 1, 2015, Board meeting when American Waste proposed a contract renewal under the same basic terms of the current contract. Competitors were at the meeting and requested that Acme set the waste contract for RFP. However, American Waste's pre-existing proposal put it in a potentially vulnerable position for the RFP because all other bidders now know its proposal.

Motion by Jenema, seconded by LaPointe, to renew the waste contract for two years with American Waste. Motion carried by a roll vote of 6 (Aukerman, Dye, Jenema, LaPointe, Scott, Zollinger) in favor and 1 (White) opposing.

PUBLIC COMMENT & OTHER BUSINESS THAT MAY COME BEFORE THE BOARD:

Jenema presented a draft "Project Agreement" between Acme Township; Traverse Area Recreation & Transportation, Inc. (Tart) and the Grand Traverse Regional Land Conservancy for Board review at the February 1, 2016, meeting. This supports the work to be done by the New Parks & Trails committee supporting the North End Bayside Park Improvements.

ADJOURN AT 8:50 am



6042 Acme Road, Williamsburg, MI 49690 Tel. 231-938-1350 Fax 231-938-1510 www.acmetownship.org

CLERK'S REPORT

The Clerk's and Treasurer's office would like the Board to consider the purchase of a Drop Box located outside of our township office building. This Drop Box would be used for tax payments and ballots.

Attached is the Model 450-OC

Price range: \$1,528.00 to \$2,272.00

Let me know if you have any questions.

Cathy

Model 450-OC for Large Envelope Depository QUICK QUOTE

Please call us at 1.800.538.7898 to receive a custom proposal. We are glad to serve you!

PART ID:	INCLUDES:	EACH:	QTY:	PRICE:
450-OC	M450-OC: This all stainless steel security cabinet and mansard cap features heavy duty bolt-weld construction and is nominally 15 x 10 x 29 inches high. The depository includes an industrial hinged door, (2) brass works locks, (2) double-bitted keys, strong cams, lock covers, floor liner, and drip ledge installed above delivery slot. The delivery slot clear opening is 12 x 1.5 inches high and receives envelopes up to 16 inches long. The slot provides tilt-and-slide easy delivery along with anti-tamper protection. Slot height on 30 inch pedestal is 53 inches. Slot height on 15 inch pedestal is 38 inches. (3) black signs: "PLACE ENVELOPES HERE", "PULL TO DROP", and "THANK YOU" are attached.	\$1039	1	\$1039
22-PSSP	22 inch Platform Stainless Steel Pedestal: Thick walled 4 x 4 inch stainless steel post welded to heavy top and base plate with cover, includes (4) .5 inch stainless steel carriage head fasteners for attaching pedestal to cabinet.	\$375	1	\$375

Cabinet Dimensions:
15 x 10 x 29 inches high



Subtotal:	\$1414
Shipping:	\$114
Total:	\$1528

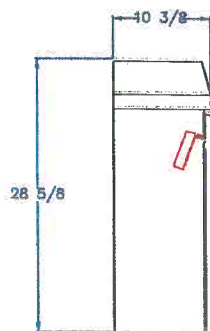
Please allow 3 weeks for delivery from the time of order.



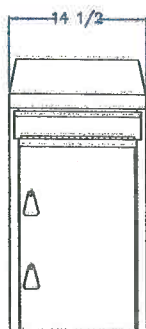
www.paymendidrops.com

120 6th Avenue North | St. Cloud, MN 56303

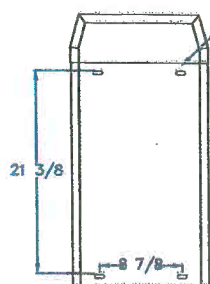
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LEFT SIDE VIEW



FRONT VIEW



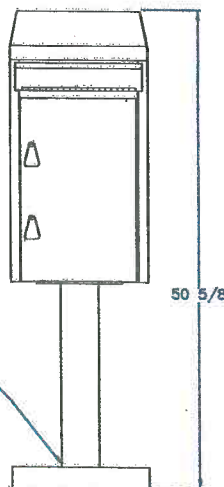
BACK VIEW

(4) 3/8" X 3/4" SLOTS FOR MOUNTING TO WALL

SILICONE AROUND CABINET AFTER INSTALLED

(4) 1/2" X 3-3/4" SS WEDGE ANCHORS INCLUDED WITH STAND

SILICONE AROUND COVER PLATE AFTER INSTALLED



M450 INCLUDES

PART ID	DESCRIPTION
G148	THIS ALL STAINLESS STEEL SECURITY CABINET AND HANGING CAP FEATURES HEAVY DUTY BOLT-TIGHT CONSTRUCTION AND IS DIMENSIONALLY 15 1/2" X 28 5/8" X 7 7/8". THE DEPOSITORY INCLUDES AN INDOOR/OUTDOOR HOOK, (2) BRASS HOOKS, (2) DOUBLE-STRUT KEYS, BRASS CHAIR LOCK COVERS, FLOOR LINE, AND HOOK LINE INSTALLED. ABOVE DELIVERY SLOT, THE DELIVERY SLOT CLEAR OPENING IS 15 1/2" X 18 1/2" INCHES HIGH AND RECESSES DEVELOPED UP TO 10 INCHES LONG THE SLOT PROVIDES SLIT-AND-SLIDE EASY DELIVERY ALONG WITH AND TAMPON PROTECTION. (2) BLACK BRASS "PLACE ENVELOPE HERE", "CALL TO DROP", AND "THANK YOU".

ACCESSORY OPTIONS

PART ID	DESCRIPTION
22-00	22" HIGH PLATFORM STAINLESS STEEL PEDESTAL
0203	14" HIGH IN-GROUND STAINLESS STEEL PEDESTAL
0502	54" HIGH STAINLESS STEEL PROTECTOR POSTS (ONE PAIR)
1002	10" PLATE 1.25" X 8.5" THICKNESS ENGRAVED WITH YOUR NAME
1101	OCEAN FRONT FINISH POWDER COAT BALT RESISTANT FINISH FOR EACH CABINET, PEDESTAL, OR PAIR OF PROTECTOR POSTS
1005	CUSTOM VINYL MESSAGE AND/OR COLOR
1102	POWDER COAT ENTIRE CABINET ONE COLOR
1103	CUSTOM COLOR MATCH PLEASE PROVIDE DESIGN OR COLOR SWATCH

22" PLATFORM PEDESTAL ANCHORS WITH (4) 1/2" SS ANCHORS

1. MARK AND DRILL HOLE SAME SIZE AS ANCHOR
2. TAP IN ANCHOR
3. SECURE WITH WRENCH

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF AMERICAN SECURITY CABINETS. ANY MISUSE IN PART OR AS A WHOLE IS STRICTLY PROHIBITED BY AMERICAN SECURITY CABINETS.

AMERICAN SECURITY CABINETS
120 6TH AVE. NORTH
ST. CLOUD, MN 56303
320-253-3044

TITLE

MODEL 450
LARGE ENVELOPE DEPOSITORY CUT SHEET

PART NAME

M450-OW OR OC

REV	DESCRIPTION	DATE	BY
	RELEASE	02-17-12	JRS

SHEET

1 OF 1

PART ID #

SEE ABOVE

SCALE

NTS

REV

[Next »](#)



[Next »](#)

[« Prev](#) [Next »](#)



[« Prev](#) [Next »](#)

[Home](#) / [Walk-Up](#) / Model 450-OC


Model 450-OC

Availability: In stock

Price: **\$2,272.00**Qty:

Downloads

[Quick Quote with Shipping](#)
[M450 Large Envelope Depository Cut Sheet.pdf](#)
[M450 Large Envelope Depository Cut Sheet.dwg](#)

MORE VIEWS



Product Description

Included Part ID's

450-OC Model 450-OC This all stainless steel security cabinet and mansard cap features heavy duty construction and is nominally 15 x 10 x 29 inches high. The depository includes an industrial hinged door, (2) brass works locks, (2) double-bitted keys, strong cams, lock covers, floor liner, and drip ledge installed above delivery slot. The delivery slot's clear opening is 12 x 1.5 inches high and receives envelopes up to 16 inches long. The slot provides tilt-and-slide easy delivery along with anti tamper protection. Slot height on 30 inch pedestal is 53 inches. Slot height on 15 inch pedestal is 38 inches. (3) black signs: "PLACE ENVELOPES HERE", "PULL TO DROP", and "THANK YOU".

22-PSSP 22 Inch high Stainless Steel Platform Pedestal Thick walled 4 x 4 inch stainless steel post welded to heavy top and base plate with cover, includes (4) .5 inch stainless steel carriage head fasteners for attaching pedestal to cabinet.

Accessories ([click to expand](#))

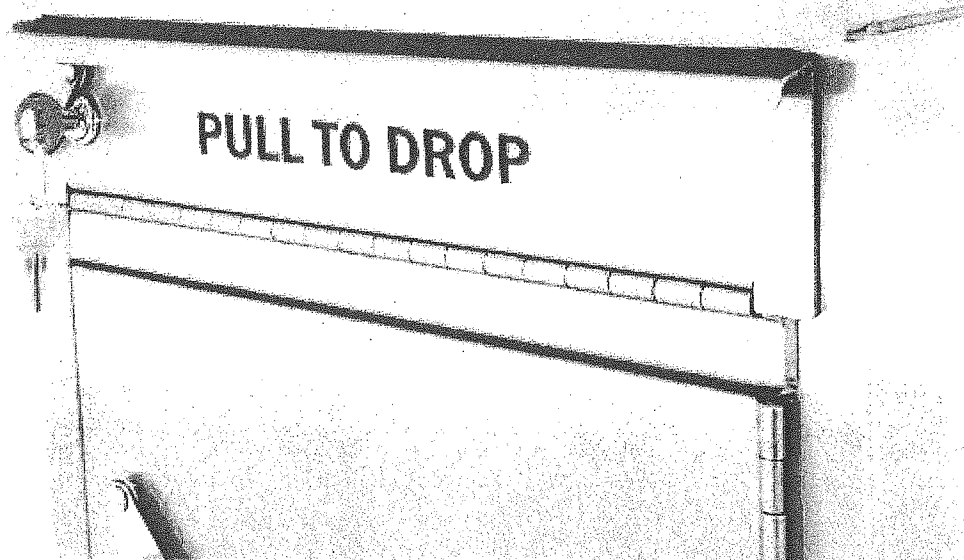
- | | |
|----------|--|
| HL | <input checked="" type="checkbox"/> Hopper Lock (+\$54.00) (View Image) Registered all brass works, 8 tumbler, 2 double bitted keys, hardened steel cam included |
| 57-IGSSP | <input checked="" type="checkbox"/> 57 inch In-Ground Stainless Steel Pedestal (+\$350.00)
Thick walled 4 x 4 stainless steel post continuously welded to heavy top plate with (4) .5 inch stainless steel carriage fasteners for attaching to security cabinet. |
| 54-SSPP | <input checked="" type="checkbox"/> 54 Inch Stainless Steel Protector Posts, one pair (+\$454.00)
One pair 3.5 inch OD, black vinyl striping, one pair. |

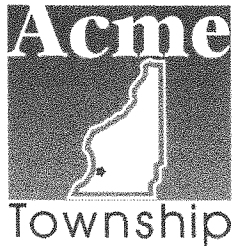
Price: **\$2,272.00**Qty:

My Cart

You have no items in your shopping cart.







To: Acme Township Board of Trustees

From: Tom Henkel, Facilities & Parks Manager

Date: 1/26/2016

Re: Monthly Update Jan 2016

The Following is a summary of key activities underway.

Parks:

Met with town board sub-committee 3 members on look at the possibility of changing labor make up. Also on privatizing some of the tasks.

Plowing Tart, Bunker Hill Landing, marina, DNA, YCNA boat launch's shop. Obtained bids on swing set for Sayler Park, to replace the storm damaged set.

The last thing from the storm I have been trying to do is, obtain is a bid to repair the fence at Sayler Park. Getting close I hope, as I write this.

Cemeteries:

Closed for winter.

Buildings/Grounds:

Plowing Hall, Water points-2, boat launch's and shop.

Replaced men's room fan in hall.

Replacing lighting in treasurer's office per request with LED lamps.

Equipment/Fixtures:

Wintertime tasks at shop, maintenance, assembling replacement tables from the losses we took last August in the storm.

Surface Water Quality Testing:

Shut down due to snow and snow banks along roads.

Beach Water Quality Testing:

Seasonal.

Attended a Non-point pollution webinar from the MDEQ on E-coli. They have a plan to eventually permit all storm water discharge. So it looks like if any surface water leaves your business property you will need to be permitted. Also they have tested a program to use dogs in sniffing bad septic systems that will have to be repaired. It sounds like a five year process to implement.

Invasive Species:

Autumn Olive Herbicide is on hand.

Purchased manuals from MSU Extension on "Pesticide Applicator Licensure" Studying them, then you have go to a core class for review and test latter in the day.

Planning:

Attended park committee meeting.

General Activities:

Attended Town Board meeting.

Taking time off, weather permitting

T.K.H.

OLSON, BZDOK & HOWARD

February 1, 2016

Jay Zollinger, Supervisor
Acme Township
6042 Acme Road
Williamsburg, MI 49690

ATTORNEYS

PARTNERS:

James M. Olson
Christopher M. Bzdok
Scott W. Howard
Jeffrey L. Jocks
Ross A. Hammersley
Kate Redman

OF COUNSEL:

William Rastetter
Michael H. Dettmer
Lawrence I. McKay III
Joan S. McKay

TRAVERSE CITY:

420 E. Front Street
Traverse City
Michigan 49686
231.946.0044
envlaw.com

FRANKFORT:

427 Main Street
PO Box 1782
Frankfort
Michigan 49635
231.352.4412

Re: Attorney Update for Township Board Meeting

Dear Supervisor Zollinger:

Please accept this Attorney Update for your February 2, 2015 Township Board meeting.

1. I have had meetings and discussions with John Iacoangeli and/or Shawn Winter concerning a number of zoning and planning related issues currently going on in Acme Township including:
 - a. Addition of an outdoor sales zoning ordinance amendment.
 - b. Addition of a food truck zoning ordinance or police power ordinance amendment.
 - c. Discussion of stormwater ordinance.
 - d. Discussion of other possible zoning ordinance amendments.
 - e. Legal interpretation for potential zoning amendments.
 - f. Zoning Ordinance interpretations related to the Form Based Code District
2. I met with Supervisor Zollinger to discuss VGT Part 41 permit questions, township water questions, and related matters.
3. Ross Hammersley has continued to monitor and update the Immanuel, LLC bankruptcy. A motion to sell a parcel for \$220,000 was made and in December which will bring additional funds to creditors.
4. I attended the January Planning Commission meeting to assist with understanding of issues concerning tent sales and food trucks, and during my attendance assisted with other matters that arose.

The above are the main issues I have dealt with through January 31, 2016. If you have any questions please do not hesitate to contact me. Thank you.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Jeffrey L. Jocks', with a stylized, flowing script.

Jeffrey L. Jocks

JLJ:klg

Grand Traverse Sheriff Department Calls for Service Statistics

Month Year
January 2016

Day of Week	Mon	Tues	Weds	Thurs	Fri	Sat	Sun	TOTAL				
	383	348	410	407	473	429	436	2,886				
Hour of Day	0	1	2	3	4	5	6	7	8	9	10	11
	71	50	54	29	31	36	38	95	131	163	142	172
	12	13	14	15	16	17	18	19	20	21	22	23
	156	146	136	168	169	183	195	159	148	163	156	95
Location	Citations	Traffic Crashes			Arrests			*Other	Criminal	Non-Criminal	Traffic Crashes	Total
		Fatal	PIA	PDA	OWI	MIP	Criminal					
01 Acme	24	0	1	20	4	0	4	77	17	32	21	147
02 Blair	39	0	5	20	4	0	16	186	63	65	25	339
03 East Bay	40	0	0	47	5	1	22	212	68	85	47	412
04 Fife Lake	9	0	0	5	1	0	1	49	3	7	5	64
05 Garfield	87	0	5	103	9	0	64	561	291	277	108	1,237
06 Grant	1	0	0	2	0	0	0	9	3	3	2	17
07 Green Lake	16	0	1	21	1	1	10	98	25	29	22	174
08 Long Lake	9	0	2	12	1	0	3	56	21	40	14	131
09 Mayfield	6	0	0	5	1	0	1	34	6	10	5	55
10 Peninsula	3	0	0	4	1	0	2	23	11	21	4	59
11 Paradise	13	0	0	16	1	0	7	49	14	19	16	98
12 Union	9	0	1	3	0	0	0	7	4	0	4	15
13 Whitewater	9	0	1	8	0	0	3	40	8	13	9	70
29 Fife Lake Vlg	1	0	0	0	0	0	0	9	6	2	0	17
30 Kingsley Vlg	6	0	0	2	0	0	4	26	7	16	2	51
66 Traverse City	7	0	0	0	4	0	95	0	0	0	0	0
84 Out of County	0	0	0	0	1	0	9	0	0	0	0	0
Totals	279	0	16	268	33	2	241	1,436	547	619	284	2,886

*Other Calls for Service Include: 911 Hangups; BOL; Follow-up to Complaints; Motorist Assists; Public Relations; Serving Legal papers; Traffic Stops; Warrant Attempts

Ticket stats are based on what District Court has entered as of 2/01/16.

Arrest stats are as of 2/01/16.



County Staff Report January 2016

Strategic Goals

1. Maintain financial strength and stability
2. Strengthen and expand the County's use of technology
3. Address infrastructure needs
4. Continue community engagement and access to information
5. Ensure that County is viewed as a fair and equitable employer
6. Expand the capabilities of the Board of Commissioners
7. Advance the health and quality of life of the region
8. Protect and preserve County's water resources, forests, natural areas and scenic beauty

Administration/Board of Commissioners (1, 2, 4)

- The Resource Recovery RFP (Request for Proposals) for 1) Solid Waste Management Plan Amendment or Update preparation, 2) Household Hazardous Waste (HHW) collection services, 3) brush drop off site services, and 4) recycling education and coordination services was issued January 6. Proposals are due January 27 and recommendation is anticipated in February. In the meantime, Administration staff is working to fulfill duties of the office until contracts are in place.
- Staff is continuing Resource Recovery's work in processing 2016 hauler license applications for all local waste, recycling and yard waste haulers. In order to be in compliance with Grand Traverse County Ordinance #17, anyone collecting, transporting, delivering, or disposing of solid waste, yard waste or recyclable materials generated by another person within Grand Traverse County must obtain a hauler license.

County Drain Commissioner (3,7,8)

- Completed the winter inspections and delineated the on-going maintenance requirements for all 13 existing county drainage systems.
- Received the formal Notice of SAW Grant Approval on December 4. In summary, the Drain Commissioner plans to provide a \$8,000 required match performing in-kind services for the \$85,000 SAW Grant project creating a Storm Water Asset Management Plan. This will initiate an accurate inventory of over 30 miles of drainage conveyance systems currently existing in the 13 County drainage system assets. First on the schedule is to generate precise computer mapping of those infrastructure assets for incorporation into the County's public GIS interactive mapping system while also assisting with the implementation of the County's new Soil Erosion Ordinance as required. Finally, an assessment and amendments proposed, to improve the quality of storm water entering, as well as leaving the drains before entering State waters, and to address water quality problems related to unpermitted storm water runoff and non-point sources of pollution.
- Arranged for an interim funding Drain Note loan to complete the engineering and legal work required for improvements to the existing Cass Road Drain. This includes detailed

The above are the main issues I have dealt with through January 31, 2016. If you have any questions please do not hesitate to contact me. Thank you.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Jeffrey L. Jocks', with a stylized, flowing script.

Jeffrey L. Jocks

JLJ:klg

Lidar survey work, researching easement acquisitions, and delineating the utilities locations to determine the final drainage district boundaries for the improvements to the Drainage District, which is now quite expansive due to the downstream bottlenecks on Miller Creek which is causing it to jump its' banks producing the upstream flooding. Drain Commissioner has reviewed the computer modeling alternatives for the proposed drainage system and selected one for the property owner's evaluation. Types of improvements proposed are railroad crossing culverts replacement, closed storm sewer construction, open drain construction, and creek bank reinforcement.

- Received an engineered private drainage solution on the proposed Cedar Hills Drainage District in Long Lake Township as they have requested. The Drain Commissioner is now awaiting their recommendations on the alternative they are proposing.
- An update on the proposed Logan Hills and Braemar Estates Drainage Districts in Peninsula Township is that Peninsula Township has asked their engineer to review the issue further and provide alternatives. We are awaiting the answers to specific questions on those proposed alternatives raised by the Road Commission and residents, therefore are currently "backing-off" on scheduling the Board of Determination meetings due to conflicts either real or perceived. This is in order to sort out the challenges and remaining questions associated with moving forward on either a private or a public drainage solution.
- Drain Commissioner continues to work with legal counsel and consulting engineer in addressing the Judge's questions for the Court's evaluation relative to establishing a special assessment district to continue to maintain the mandated lake level of Duck Lake. On February 1, we will meet with the Judge for a pre-hearing conference on the matter.
- For the last two years, the Drain Commissioner has each year documented, at the least, preparing for and participating in 62 required meetings. Driving 4,490 miles. Working an average of 5 hours per day, at an annual salary of \$7,217.60 and no benefits, resulting in a verifiable cost of \$5.55 paid per productive hour by taxpayers for professional services rendered by the drain commissioner.

Facilities (3)

- Facilities staff responded to an early morning report of increased temperatures within the walk-in cooler at the Jail. Investigation revealed that the compressor had failed. We quickly arranged for use of a refrigerated truck, and with assistance from the inmate kitchen crew, moved all of the food from the cooler to the truck.. This action prevented any loss of food until the compressor was replaced.
- A report of water dripping from the ceiling at the Historical Courthouse led to the discovery of a failed exhaust fan. The water spot was caused by melting snow that had blown through the louvers of the fan located in the attic.
- Additional electrical service will be installed within the Civic Center meeting room. This \$5,200 project will allow for dedicated circuits on each of the 15 treadmills being installed under the agreement with the YMCA.

- Seasonally, winter has finally arrived. (Yea for the snow enthusiasts!) The grounds crew is kept busy with both snow removal and salt applications.
- Installing the new Governmental Center generator will begin towards the end of the month. The project will be completed by both Facilities Management and Advantage Electric.

Health Department (7,8)

ADMINISTRATION & FINANCE DIVISION

- FY2016 Budget - The 2016 Health Department budget was completed and approved.
- Affiliation Agreements - Started the process of developing an Affiliation Agreement template to use for all colleges and universities interested in having their students come to the Health Department for a clinical or fieldwork experience.

MEDICAL EXAMINER DIVISION

- Working to finalize and summarize 1st full year as a tri-county medical examiner's office. Will present summary to all three county boards once complete.
- Distributing body bags, identification tags and bag seals to medical examiner investigators in all three counties.
- Working with Munson and investigators to improve and streamline forms at morgue and make scene investigation form electronic.

ENVIRONMENTAL HEALTH & ANIMAL CONTROL DIVISION

- Private and Type III Drinking Water Supply Program- We received acknowledgment from the Michigan Department of Environmental Quality (MDEQ) of their review and approval of our Self-Assessment of the Private and Type III Drinking Water Supply Program. Our Department met all Minimum Program Requirements (MPR's).
- Animal Control- Closing out program due to budget cuts, inventorying the supplies and working on transition plan.

EMERGENCY MANAGEMENT & PUBLIC HEALTH PREPAREDNESS DIVISION

- Emergency Management
 - Emergency Manager conducted a table top exercise for the administrative incident management team of NMC dealing with a winter storm and building collapse.
 - Coordinating active shooter/lockdown drills for all county/city buildings to be held Jan. 18th.
 - Conducted planning meetings with CherryT Ball drop and Traverse City Film Fest organizers to develop emergency plans and incident action plans for their respective events.
 - The county and city of Traverse City each officially received a \$100,000 reimbursement from the state of Michigan Section 19 Disaster Relief fund grant in

respect to the August 2nd wind storm. Additionally a \$1570 Hazardous Materials Emergency Preparedness grant for the Local Emergency Planning Team was awarded to Grand Traverse County from the state.

➤ Emergency Preparedness

- The Northern Michigan Public Health Emergency Preparedness Team received final boards of health approval during the first of the month and was officially implemented. An exercise and training calendar was reviewed and dates for exercising and training Grand Traverse County Health Department staff on vaccine preventable disease outbreaks was planned. The NM PHEP Team plans to exercise health department staff twice in the next 8 months determine strengths and weaknesses in response efforts.
- Administratively, the NM PHEP Team begun meeting on the development of the Exercise and Training fund for the budget period of 2016 to help improve the exercise and training capacities of the health department staff.

COMMUNITY HEALTH DIVISION

DISEASE CONTROL AND PREVENTION PROGRAMS:

- Communicable Disease Program- Continue responding to the ongoing chicken pox outbreak, ending 2015 with 50 cases. Responded to a total of 82 reportable communicable diseases in GT County. Staff started our community provider education about communicable diseases and reporting.
- Reproductive Health – Provided reproductive health care services to 114 women and men.
- Adolescent Clinics- Continued to provide medical and mental health services to students during winter school break including over 100 visits for medical and 100 visits for mental health for the month of December. Continued fulfilling immunization requirements for exchange students from TCAPs. Both clinics held a Community Action Council meeting with good turnout including the continuation of the Student Advisory Council for Youth Health & Wellness Center. VFC site visits conducted at each clinic demonstrated compliance for each clinic with the VFC immunization program requirements.

MATERNAL AND CHILD HEALTH PROGRAMS:

- Maternal Infant Health Program- Received official full certification from the State for an 18 month cycle and submitted our written corrective action plan.
- Healthy Futures- Implemented pilot with Munson outreach to make first contact post delivery at the hospital during WIC outreach encounters, demonstrating initial success to connect with clients. We hit a record high contacts for the months October, November and December 2015 of 200 during our Munson outreach. Total outreach contacts through Munson encounters with a public health professional for 2015 was nearly 700. Great job Outreach Team to connect with new moms, dads, and newborns.
- Children's Special Health Care Services- Effective 1/1/2016 all MiChild beneficiaries were converted over to a Medicaid program, receiving the same benefits as medicaid beneficiaries.

- Pediatric Cardiac Clinic- Clinic outreach plans for 16 pediatric specialty clinics to be held at Munson for University of Michigan Specialty physicians. Our public health nurses assist in these clinics to reach Medicaid eligible clients.
- Immunizations-Our 2016 Immunization Action Plan was submitted this past month to the State, which includes exercising employees during flu outreach clinics for preparedness, earlier offerings of waiver classes to avoid a rush prior to start of school year, and continue work on the Northern Michigan Vaccine Preventable Disease (VPD) Task Force (formerly Immunization Task Force). With the rise in VPD reportings through the Communicable Disease Program and the media notifications throughout 2014 and 2015 regarding Pertussis, Chicken Pox, and Measles, we have seen an increase in overall requests for immunizations at the health department, upwards of a 47% increase in appointments and a 63% increase in walk-in clients compared to calendar year 2014.
- WIC- The State WIC had implemented a software update to the MiWIC system back in November, leading to continued local health department glitches in access and complete computer data entry. We have still been able to issue benefits as needed by clients, however, there has been increased time spent on re-work. The State WIC IT help desk has been inundated with phone calls from providers throughout the state attempting to complete documentation requirements. Another update is planned for this winter/spring. After a concerted effort to improve our WIC immunization rate for 19-36 month old children during the Fall 2015, we are starting to see the positive product from our education efforts as we reached 80%. While we still have a ways to go to meet our goal; we are moving the needle in the right direction. Congrats to the WIC team for making immunizations a priority for our vulnerable population.

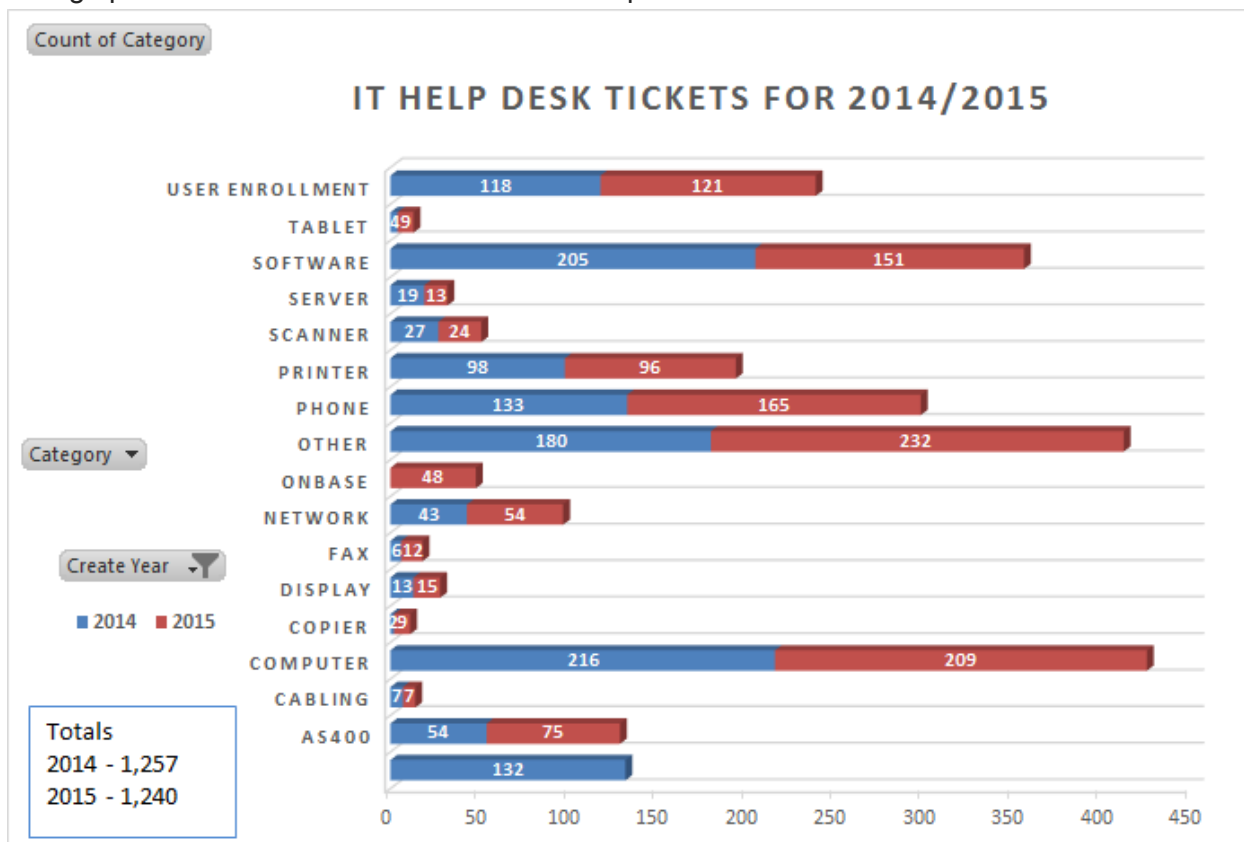
Human Resources (5)

- Currently recruiting for 10 positions County-wide with a total 118 requisitions posted County-wide for the year 2015. For the year 2014 we had a total of 94 requisitions.
- Layoffs and bumping are in progress with the restructuring in departments and reduction of budgets.
- The labor agreements with Circuit Court Association and Supervisors are complete. Mediation is scheduled for Central Dispatch and Central Dispatch Supervisors in January.
- Working on changes from open enrollment and end of the year/new year changes.

Information Technology (2)

- IT met with Parks and Recreation staff and YMCA staff to determine the computer needs for the YMCA at the Civic Center. It was decided that the YMCA will install their own Charter Internet connection, computers, network switches, and wireless access points. The YMCA will utilize existing network cabling in the building. IT will assist if any additional cabling is necessary.
- The Circuit Court Notices application server was upgraded from an older version of software to the latest version that integrates with MS Office 2013. The server generates both printed and electronic notices for Circuit Court Administration.

- IT Help Desk ticket statistics for 2014/2015. Many support requests are also received through phone calls and emails that are not be represented in the statistics below.



MSUE (7, 8)

- The 2016 Northwest Michigan Orchard and Vineyard Show is set to take place Jan. 12-13 at the Grand Traverse Resort. Hosted by MSU Extension along with the Grand Traverse Fruit Growers' Council, the show offers two days of educational programs about tart and sweet cherries, apples, and wine grapes. Some of the topics to be covered include: Maximum Residue Limits (MRL); Spotted wing drosophila; updates from MSU Extension on various projects; Tart cherry cost of production; Discussions on the latest research on tart cherry, sweet cherry, apple, wine grape, vineyards and hops. The Cherry Marketing Institute will hold its annual meeting and luncheon, along with the Sweet Cherry Summit. Vendors will be on hand for the duration of the two-day event. More information: 231-946-1510 or nwmihort@msu.edu.

Parks and Recreation (7)

- The Senior Center Network, formerly part of Commission on Aging, has joined the Parks and Recreation Commission and Department. The Parks and Senior Center Network relationship will create even more recreational and wellness opportunities for all members of our community, and align with Parks and Recreation's mission to "enhance community and quality of life through people, parks, and programs." Staffing and services at the Senior Center Network remain the same.

- Easling Pool at the Civic Center Park is expected to reopen under Grand Traverse Bay YMCA's management mid-January 2016. "Y Central" at the Civic Center also will also feature a fitness facility in the former meeting room. For more information, contact the YMCA at 231-486-6357.
- Parks and Recreation has received a \$40,000 donation from Meredith and Daniel Falconer to help fund a new playground at the Grand Traverse County Civic Center. It is estimated that a new play structure will cost between \$130,000 and \$150,000. Parks and Recreation already has \$12,000 in grants earmarked for the new playground. The grant monies were awarded by Blue Cross Blue Shield of Michigan for our community's high participation in two "My Big Green Gym" fitness challenges held in 2013 and 2014. Other funding sources, such as grants and private donations, are being sought for the project. No tax dollars will be devoted to the project.
- Reservations for camping on Power Island-Bassett Island this summer are now being taken by the Parks and Recreation Department. The number of campsites have increased from four to ten this year, with five sites on Bassett Island and five on Power Island. Call 231-922-4818 or visit <http://www.grandtraverse.org/Facilities/Facility/Details/Power-Island-Bassett-Island-8>.

Planning & Development (1, 3, 4, 7, 8)

- In order to improve customer service and increase dialog with the development industry, the Planning & Development Department has recently merged with Construction Code Department. Construction Code will now be a division of the Planning & Development Department. Operations will remain in their current locations; however, improvements being planned include development of a strategic plan, technology and equipment upgrades, and establishing a regular forum with development representatives.
- Through the Community Development Agreement, staff has been working with the City of Traverse City in the development a request for proposals (RFP) for a Planning & Design Charrette for the 8th Street corridor in the City. A week long charrette is being planned for May. Assistance was provided by the National Charrette Institute.

Prosecuting Attorney (7)

- Prosecution As the County's Chief Law Enforcement Officer, the Prosecuting Attorney is responsible for the prosecution of crimes including juvenile, misdemeanor and felony offenses, protection of abused and neglected children, and establishment of child support for needy children. For the month of December, we engaged in the following:
 - o Authorized 200 misdemeanor warrants
 - o Authorized 47 felony warrants
 - o Authorized 24 juvenile petitions
 - o Initiated 2 neglect/abuse case
 - o Handled the following matters in Family Court:
 - o 2 allegedly mentally ill cases

- Civil Counsel
- Contract Drafting and Review - As the County's civil counsel, we assist various County departments in reviewing and drafting contracts and other agreements. Our involvement ranges from reviewing a contract and approving it "as to form," to negotiating the terms and conditions of the contract with the other party. For the month of December, we reviewed ten contracts for the following departments:
 - o Resource Recovery: one
 - o Sheriff: one
 - o Health: five
 - o Parks and Recreation: one
 - o Finance: one
 - o Central Dispatch one
- FOIA Coordination - In 1997, the County Board of Commissioners designated the Prosecuting Attorney as the FOIA coordinator for Grand Traverse County. As the coordinator, we ensure that the various county departments are complying with Michigan's FOIA law including determining whether the requested information should be exempt from disclosure. For the month of December, we reviewed seven requests, and provided advice and consultation to the following departments:
 - o Equalization: one
 - o Health: two
 - o Human Resources: one
 - o Sheriff: one
 - o Prosecutor: one
 - o Finance: one
- Board of Commissioners/Staff Questions - Part of our duties as Civil Counsel involves answering questions and/or preparing opinion memoranda for the Board of Commissioners and County staff related to a wide variety of issues, ranging from compliance with state and federal statutes to advising on exposure to liability. For the month of December, we answered questions/prepared memos for the Board of Commissioners and various departments including:
 - o Commission on Aging
 - o Clerk
 - o Health
 - o Administration
- Ordinance Drafting - As you know, under MCL 46.11, a county board of commissioners has the authority to adopt ordinances related to county affairs. One of our responsibilities is to prepare, amend or repeal ordinances when requested by the Board of Commissioners. For December, we did not prepare any ordinances.
- Litigation - We represent the County in civil actions filed in the Grand Traverse County District and Circuit Courts as well as the Federal District Courts. For the month of December, we represented the County in the following cases:

o *Grand Traverse County v. Thomas Antoine et al.* In December, we filed 9 separate inmate reimbursement lawsuits seeking \$19,174.52 in total. As with the other lawsuits, we will seek to obtain multiple default judgments against those Defendants who fail to answer the complaints, and consent judgments for those Defendants who are willing to pay the outstanding debt.

o In re Duck Lake. We filed the petition to determine the lake level for duck lake with the Circuit Court on October 6th. By filing the petition on behalf of the Board of Commissioners, we are requesting the Court hold a hearing to reaffirm the normal lake level of Duck Lake at 837.3 feet, the lake level set by the Circuit Court at a hearing held in 1959, and to set a winter lake level at 836.8 feet so as to prevent erosion damage, minimize potential flooding, and control certain aquatic weeds. Finally, the petition requests that the Circuit Court confirm the special assessment district boundaries within 60 days following the hearing. At this point, we are waiting for the Court to set a hearing date.

- Board of Commissioners' Meetings - We attend every Board meeting, committee meeting and any special meetings. For the month of December, Chris Forsyth attended the public health and safety committee meeting and the ways and means committee meeting. Bob Cooney attended the resource management and administration committee meeting, and the regular board meeting.

Treasurer (1)

- December tax bills went out and we are receiving payments from the townships and reconciling balances between the Township, Equalization and our databases for easier settlement.
- December Board of Review adjustments for all townships and the City have come in, we are processing about 80 prior year adjustments and we are working to get refunds or bills out to taxpayers. We also will be entering the 2015 adjustments into our database for settlement purposes.
- Processed 116 regular service, and 18 expedited passports in December.
- We are transitioning our new Chief Deputy Treasurer Cindy Green into the office while sharing her with the Finance Department to continue to process payroll until her replacement is hired and trained.

ACME TOWNSHIP - Addendum to Treasurer's Report

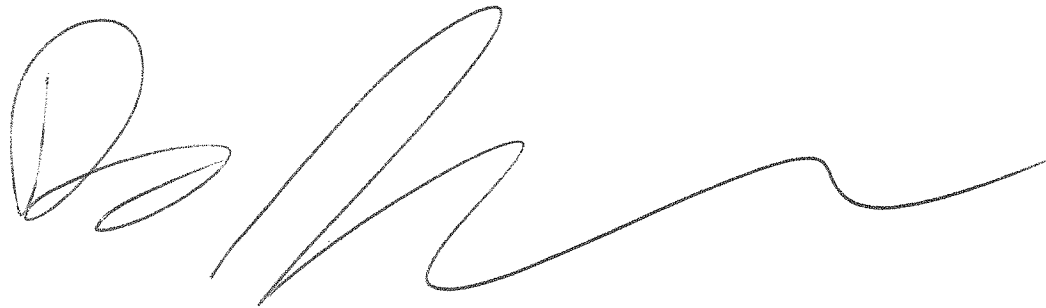
Reconciled with Bank as of December 31, 2015

			FUND #	November 30, 2015 Account Balance	NET CHANGE	December 31, 2015 Account Balance
Chase Bank			101-206 207-209 212-246	\$ 741,581	\$ 56,464	\$ 798,046
Chemical Bank - High Yield				\$ 156,784	\$ 7	\$ 156,791
Chemical Bank - Money Market Plus				\$ 297,248	\$ 13	\$ 297,261
Chemical Bank - Liquor Fund			212	\$ 12,196	\$ (5,206.91)	\$ 6,989
TOTAL BANK ACCOUNTS FOR GENERAL FUND				\$ 1,207,810	\$ 51,277	\$ 1,259,087
Self Funded Accts Payable 6 Months		Committed	101	\$ 361,177	\$ -	\$ 361,177
Saylor Park Boat Launch Imp		Motion	101	\$ 95,052	\$ -	\$ 95,052
Septage Plant Bond Buyout		Committed	101	\$ 208,546	\$ -	\$ 208,546
Water Engineering Study (GTB Grant)		Restricted	101	\$ 14,000	\$ -	\$ 14,000
GTTC Engineer Project Management		Committed	101	\$ 40,000	\$ (8,000)	\$ 32,000
Public Broadcast Equipment Fund		Restricted	101	\$ 6,864	\$ -	\$ 6,864
PA48 Metro Fund -(PA 48 Twp Imp (SAD) \$20,401)		Restricted	101	\$ 39,038	\$ -	\$ 39,038
Park Match \$25,000 Per Yr (Start 15/16 Yr)		Motion	101	\$ 25,000	\$ -	\$ 25,000
Sub-Total Assigned From GENERAL FUND			101	\$ 789,677	\$ (8,000)	\$ 781,677
Funds within General Fund Bank Account (Restricted or Committed)						
Cemetery Fund		Committed	209	\$ 6,151	\$ -	\$ 6,151
Fire Fund <i>Special Assessment</i>		Restricted	206	\$ 15,363	\$ 8,028	\$ 23,391
Police Fund <i>Special Assessment</i>		Restricted	207	\$ 100,163	\$ 18,705	\$ 118,868
Liquor Fund		Restricted	212	\$ 21,989	\$ (15,000)	\$ 6,989
Township Improvement (SAD)		Committed	246	\$ -	\$ -	\$ -
SUB-TOTAL (Restricted or Committed)				\$ 143,666	\$ 11,733	\$ 155,400
BALANCE			101	\$ 274,467		\$ 322,010
				Note ((A)-(B+C))		Note ((A)-(B+C))
RESTRICTED BY BOARD RESOLUTION ACCOUNTS:						
Shoreline Preserv. Fund		Committed	224	\$ 1,378	\$ 0.01	\$ 1,378
Parks & Recreation Closed		Closed	226	\$ -	\$ -	\$ -
Saylor Park Boat Launch Imp		Committed	401	\$ 85,715	\$ (128.01)	\$ 85,587
Parks/Shoreline Fund <small>(New Urbanist to Park/Shoreline)</small>		Closed	227	\$ -	\$ -	\$ -
Parks Fund		Committed	208	\$ 37,959	\$ 0.96	\$ 37,960
SUB-TOTAL				\$ 125,052		\$ 124,925
RESTRICTED BY MILLAGE:						
Farmland <i>Millage Chemical Bank</i>		Restricted	225	\$ 5,199	\$ 0.22	\$ 5,199
Farmland <i>Millage Chase Bank</i>		Restricted	225	\$ 174,738	\$ 18,464.62	\$ 193,203
Farmland Totals				\$ 187,428	\$ 18,464.84	\$ 198,402
Tax Collection		Temporary Funds	703	\$ 19,333	\$ 700,921	\$ 720,254
				\$ 206,761		\$ 918,656
RESTRICTED BY REVENUE SOURCE ACCOUNTS:						
Sewer Fund Chemical Bank		Restricted	590	\$ 196,771	\$ 16	\$ 196,787
Sewer Fund Chase Bank		Restricted	590	\$ 2,017,800	\$ (40,434)	\$ 1,977,366
Sewer Fund Totals		Restricted	590	\$ 2,214,570	\$ (40,417)	\$ 2,174,153
Planning Review Fees (Trust & Agency) Escrow		Restricted	701	\$ -	\$ -	\$ -
Holiday Hills Special Assessment		Restricted	818	\$ 180,425	\$ 3,510	\$ 183,935
ACME TOWNSHIP RESTRICTED FUNDS				\$ 2,394,995		\$ 2,358,087
ACME TOWNSHIP ALL ACCOUNT BALANCES				\$ 3,934,619.0		\$ 4,660,756
				NOTE: (A+D+E+F)		NOTE: (A+D+E+F)

Bank Code Fund	Description	Beginning Balance 12/01/2015	Total Debits	Total Credits	Ending Balance 12/31/2015
CHASE	GENERAL FUND				
101	GENERAL FUND	598,248.93	90,625.88	55,539.02	633,335.79
206	FIRE FUND	15,362.78	62,381.63	54,353.41	23,391.00
207	POLICE PROTECTION	100,163.07	18,704.74	0.00	118,867.81
209	CEMETERY FUND	6,151.41	0.00	0.00	6,151.41
212	LIQUOR FUND	9,792.74	5,207.26	15,000.00	0.00
	GENERAL FUND	729,718.93	176,919.51	124,892.43	781,746.01
FARM	FARMLAND PRESERVATION				
225	FARMLAND PRESERVATION	174,738.42	18,464.62	0.00	193,203.04
	FARMLAND PRESERVATION	174,738.42	18,464.62	0.00	193,203.04
FARMM	FARMLAND PRESERVATION - MONEY MARKET				
225	FARMLAND PRESERVATION	5,198.88	0.22	0.00	5,199.10
	FARMLAND PRESERVATION - MONEY MARKET	5,198.88	0.22	0.00	5,199.10
GENHY	GENERAL FUND - HIGH YIELD				
101	GENERAL FUND	156,783.87	6.66	0.00	156,790.53
	GENERAL FUND - HIGH YIELD	156,783.87	6.66	0.00	156,790.53
GENMM	GENERAL FUND - MONEY MARKET				
101	GENERAL FUND	297,248.47	12.62	0.00	297,261.09
	GENERAL FUND - MONEY MARKET	297,248.47	12.62	0.00	297,261.09
LIQ	LIQUOR MONEY MARKET				
212	LIQUOR FUND	12,196.35	0.35	5,207.26	6,989.44
	LIQUOR MONEY MARKET	12,196.35	0.35	5,207.26	6,989.44
NEWUR	PARK FUND				
208	PARK FUND	37,959.80	0.96	0.00	37,960.76
	PARK FUND	37,959.80	0.96	0.00	37,960.76
PARKS	SAYLER PARK BOAT LAUNCH				
401	SAYLER PARK BOAT LAUNCH CAPITAL FUND	85,714.63	0.00	128.01	85,586.62
	SAYLER PARK BOAT LAUNCH	85,714.63	0.00	128.01	85,586.62
PETTY	PETTY CASH				
101	GENERAL FUND	200.00	0.00	0.00	200.00
	PETTY CASH	200.00	0.00	0.00	200.00

CASH SUMMARY BY BANK FOR ACME TOWNSHIP
FROM 12/01/2015 TO 12/31/2015

Bank Code	Description	Beginning Balance 12/01/2015	Total Debits	Total Credits	Ending Balance 12/31/2015
SADH 818	HOLIDAY 818				
818	HOLIDAY HILLS AREA IMPROVEMENT	180,424.58	2,701.37	0.00	183,125.95
	HOLIDAY 818	<u>180,424.58</u>	<u>2,701.37</u>	<u>0.00</u>	<u>183,125.95</u>
SEWER 590	ACME RELIEF SEWER	2,017,799.60	2,743.96	43,177.90	1,977,365.66
	ACME RELIEF SEWER	<u>2,017,799.60</u>	<u>2,743.96</u>	<u>43,177.90</u>	<u>1,977,365.66</u>
SEWMM 590	ACME RELIEF SEWER MONEY MARKET	196,778.68	8.36	0.00	196,787.04
	ACME RELIEF SEWER MONEY MARKET	<u>196,778.68</u>	<u>8.36</u>	<u>0.00</u>	<u>196,787.04</u>
SHORE 224	SHORELINE PRESERVATION	1,377.53	0.03	0.00	1,377.56
	SHORELINE PRESERVATION	<u>1,377.53</u>	<u>0.03</u>	<u>0.00</u>	<u>1,377.56</u>
TAX 703	CURRENT TAX COLLECTION	18,937.14	977,437.68	276,120.61	720,254.21
	CURRENT TAX COLLECTION	<u>18,937.14</u>	<u>977,437.68</u>	<u>276,120.61</u>	<u>720,254.21</u>
	TOTAL - ALL FUNDS	<u>3,915,076.88</u>	<u>1,178,296.34</u>	<u>449,526.21</u>	<u>4,643,847.01</u>



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PERIOD ENDING 12/31/2015

GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 12/31/2015 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2015 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND						
Revenues						
Dept 000						
101-000-402.000	CURRENT PROPERTY TAXES	226,500.00	18,540.82	18,540.82	207,959.18	8.19
101-000-412.000	PERSONAL PROP TAXES	1,000.00	0.00	0.00	1,000.00	0.00
101-000-445.020	PENALTIES& INTEREST	500.00	1,146.04	0.00	(646.04)	229.21
101-000-447.000	ADMINISTRATIVE FEE 1%	104,600.00	85,292.71	797.18	19,307.29	81.54
101-000-448.000	CABLE TV FEE	82,500.00	21,986.60	0.00	60,513.40	26.65
101-000-465.000	PASSPORT FEES	3,200.00	946.00	175.00	2,254.00	29.56
101-000-574.000	ST SHARED SALES TAX	344,895.00	54,818.00	0.00	290,077.00	15.89
101-000-577.000	SWAMP TAX	1,000.00	0.00	0.00	1,000.00	0.00
101-000-602.000	GRANTS	50,000.00	20,070.00	0.00	29,930.00	40.14
101-000-607.000	CHARGES FOR SERVICES	0.00	29.30	0.00	(29.30)	100.00
101-000-608.001	Zoning Fees	14,500.00	8,321.00	75.00	6,179.00	57.39
101-000-610.000	Revenues for Escrow Account	60,000.00	57,025.61	0.00	2,974.39	95.04
101-000-631.000	CONS INDUSTRY ANNUAL MAINT FE	6,600.00	500.00	0.00	6,100.00	7.58
101-000-665.000	INTEREST ON INVESTMENTS	500.00	115.57	19.28	384.43	23.11
101-000-665.001	INTEREST SEPTAGE RECEIVED	1,400.00	1,384.11	0.00	15.89	98.87
101-000-667.000	RENT-PARKS	100.00	0.00	0.00	100.00	0.00
101-000-671.000	MISC REVENUES	4,000.00	0.00	0.00	4,000.00	0.00
101-000-676.000	REIMBURSEMENTS	24,000.00	96,155.11	69,934.98	(72,155.11)	400.65
101-000-676.701	REIMBURSEMENTS FROM 701	2,200.00	0.00	0.00	2,200.00	0.00
101-000-699.000	TRANS IN FRM OTHER FUNDS	0.00	0.52	0.00	(0.52)	100.00
Total Dept 000		927,495.00	366,331.39	89,542.26	561,163.61	39.50
TOTAL Revenues		927,495.00	366,331.39	89,542.26	561,163.61	39.50
Expenditures						
Dept 000						
101-000-465.001	POSTAGE FOR PASSPORTS	550.00	344.20	0.00	205.80	62.58
101-000-992.000	CONTINGENCY	26,500.00	0.00	0.00	26,500.00	0.00
101-000-994.000	TC TALUS CONTRACT SERVICES	800.00	0.00	0.00	800.00	0.00
101-000-997.300	FOURTH OF JULY FIREWORKS	300.00	0.00	0.00	300.00	0.00
101-000-998.000	GT COUNTY ROAD COMMISSION TART	1,530.00	0.00	0.00	1,530.00	0.00
101-000-999.000	TRANSFER TO OTHER FUNDS	95,868.00	95,866.86	0.00	1.14	100.00
Total Dept 000		125,548.00	96,211.06	0.00	29,336.94	76.63
Dept 101-TOWNSHIP BOARD OF TRUSTEES						
101-101-702.000	SALARIES	27,000.00	13,419.18	2,230.76	13,580.82	49.70
101-101-703.001	SECRETARY	29,700.00	13,893.85	2,261.60	15,806.15	46.78
101-101-705.001	PER DIEM TRUSTEES	500.00	0.00	0.00	500.00	0.00
101-101-714.000	FICA LOCAL SHARE	4,650.00	1,879.45	327.19	2,770.55	40.42
101-101-726.000	SUPPLIES & POSTAGE	3,000.00	1,056.54	260.71	1,943.46	35.22
101-101-801.000	ACCOUNTING & AUDIT	11,000.00	4,950.00	0.00	6,050.00	45.00
101-101-801.001	INTERNAL ACCOUNTANT	2,500.00	355.00	0.00	2,145.00	14.20
101-101-802.001	ATTORNEY SERVICES LITIGATION	1,000.00	105.00	105.00	895.00	10.50
101-101-802.002	ATTORNEY SERVICES	17,000.00	3,441.44	261.32	13,558.56	20.24
101-101-802.005	CONTRACTED COMMUNITY SERVICES	50,000.00	20,070.00	0.00	29,930.00	40.14
101-101-803.003	ENGINEERING SERVICES	25,000.00	3,997.50	0.00	21,002.50	15.99
101-101-804.000	SOFTWARE SUPPORT & PROCESSIN	57,674.67	44,396.03	1,400.65	13,278.64	76.98
101-101-860.000	TRAVEL & MILEAGE	1,000.00	0.00	0.00	1,000.00	0.00
101-101-874.000	RETIREMENT/PENSION	3,270.00	1,545.13	239.24	1,724.87	47.25
101-101-900.000	PUBLICATIONS	2,000.00	791.74	73.50	1,208.26	39.59
101-101-910.000	INSURANCE	8,084.00	3,857.52	719.87	4,226.48	47.72

PERIOD ENDING 12/31/2015

GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 12/31/2015 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2015 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
101-101-946.001	SUPPLIES/POSTAGE	150.00	9.00	0.00	141.00	6.00
101-101-958.000	EDUCATION/TRAINING/CONVENTION	500.00	0.00	0.00	500.00	0.00
101-101-960.000	dues subscriptions	5,350.00	5,500.16	16.99	(150.16)	102.81
Total Dept 101-TOWNSHIP BOARD OF TRUSTEES		249,378.67	119,267.54	7,896.83	130,111.13	47.83
Dept 171-SUPERVISOR EXPENDITURES						
101-171-702.000	SALARIES	37,000.00	17,646.16	2,846.16	19,353.84	47.69
101-171-714.000	FICA LOCAL SHARE	3,040.00	1,483.89	241.29	1,556.11	48.81
101-171-726.000	SUPPLIES & POSTAGE	100.00	0.00	0.00	100.00	0.00
101-171-860.000	TRAVEL & MILEAGE	500.00	0.00	0.00	500.00	0.00
101-171-874.000	RETIREMENT/PENSION	4,000.00	2,039.21	315.38	1,960.79	50.98
101-171-910.000	INSURANCE	4,000.00	1,892.35	307.70	2,107.65	47.31
101-171-958.000	EDUCATION/TRAINING/CONVENTION	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 171-SUPERVISOR EXPENDITURES		49,640.00	23,061.61	3,710.53	26,578.39	46.46
Dept 191-ELECTION EXPENDITURES						
101-191-702.000	SALARIES	10,000.00	0.00	0.00	10,000.00	0.00
101-191-714.000	FICA LOCAL SHARE	380.00	0.00	0.00	380.00	0.00
101-191-726.000	SUPPLIES & POSTAGE	5,000.00	223.29	63.27	4,776.71	4.47
101-191-900.000	PUBLICATIONS	800.00	0.00	0.00	800.00	0.00
Total Dept 191-ELECTION EXPENDITURES		16,180.00	223.29	63.27	15,956.71	1.38
Dept 209-ASSESSOR'S EXPENDITURES						
101-209-702.000	SALARIES	5,000.00	2,500.02	416.67	2,499.98	50.00
101-209-714.000	FICA LOCAL SHARE	383.00	191.25	31.87	191.75	49.93
101-209-726.000	SUPPLIES & POSTAGE	2,500.00	169.45	2.91	2,330.55	6.78
101-209-803.002	ASSESSING CONTRACT SERVICES	40,000.00	20,000.04	3,333.34	19,999.96	50.00
101-209-803.004	ASSESSOR'S EVALUATION SERVICES	2,000.00	570.00	390.00	1,430.00	28.50
101-209-804.000	SOFTWARE SUPPORT & PROCESSIN	1,500.00	1,192.00	0.00	308.00	79.47
Total Dept 209-ASSESSOR'S EXPENDITURES		51,383.00	24,622.76	4,174.79	26,760.24	47.92
Dept 215-CLERK'S EXPENDITURES						
101-215-702.000	SALARIES	37,008.00	17,507.58	2,846.76	19,500.42	47.31
101-215-703.000	WAGES DEPUTY/SEC/PRT TIME	18,304.00	6,812.00	1,048.00	11,492.00	37.22
101-215-714.000	FICA LOCAL SHARE	4,231.00	1,606.17	253.30	2,624.83	37.96
101-215-726.000	SUPPLIES & POSTAGE	1,500.00	140.05	107.23	1,359.95	9.34
101-215-804.000	SOFTWARE SUPPORT & PROCESSIN	1,500.00	0.00	0.00	1,500.00	0.00
101-215-860.000	TRAVEL & MILEAGE	2,000.00	1,020.16	0.00	979.84	51.01
101-215-874.000	RETIREMENT/PENSION	5,538.00	1,850.42	284.68	3,687.58	33.41
101-215-910.000	INSURANCE	12,200.00	5,841.63	1,113.08	6,358.37	47.88
101-215-958.000	EDUCATION/TRAINING/CONVENTION	2,000.00	413.00	60.00	1,587.00	20.65
Total Dept 215-CLERK'S EXPENDITURES		84,281.00	35,191.01	5,713.05	49,089.99	41.75
Dept 247-BOARD OF REVIEW						
101-247-702.000	SALARIES	800.00	30.00	30.00	770.00	3.75
101-247-714.000	FICA LOCAL SHARE	61.00	2.30	2.30	58.70	3.77

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GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 12/31/2015 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2015 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
101-247-900.000	PUBLICATIONS	100.00	0.00	0.00	100.00	0.00
101-247-956.000	MISCELLANEOUS	200.00	0.00	0.00	200.00	0.00
Total Dept 247-BOARD OF REVIEW		1,161.00	32.30	32.30	1,128.70	2.78
Dept 253-TREASURER'S EXPENDITURES						
101-253-702.000	SALARIES	25,159.00	11,902.11	1,935.30	13,256.89	47.31
101-253-703.000	WAGES DEPUTY/SEC/PRT TIME	25,159.00	11,902.11	1,935.30	13,256.89	47.31
101-253-714.000	FICA LOCAL SHARE	3,825.00	1,771.11	287.78	2,053.89	46.30
101-253-726.000	SUPPLIES & POSTAGE	5,000.00	3,810.26	108.64	1,189.74	76.21
101-253-804.000	SOFTWARE SUPPORT & PROCESSIN	1,000.00	0.00	0.00	1,000.00	0.00
101-253-860.000	TRAVEL & MILEAGE	1,000.00	0.00	0.00	1,000.00	0.00
101-253-874.000	RETIREMENT/PENSION	5,032.00	2,516.02	387.08	2,515.98	50.00
101-253-910.000	INSURANCE	2,200.00	556.91	98.81	1,643.09	25.31
101-253-958.000	EDUCATION/TRAINING/CONVENTION	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 253-TREASURER'S EXPENDITURES		69,375.00	32,458.52	4,752.91	36,916.48	46.79
Dept 265-TOWNHALL EXPENDITURES						
101-265-726.000	SUPPLIES & POSTAGE	1,500.00	880.43	104.00	619.57	58.70
101-265-851.000	CABLE INTERNET SERVICES	4,000.00	2,002.61	333.67	1,997.39	50.07
101-265-920.000	ELECTRIC UTILITIES TOWNHALL	11,000.00	6,432.89	972.17	4,567.11	58.48
101-265-921.000	STREET LIGHTS	12,500.00	3,499.42	920.62	9,000.58	28.00
101-265-922.000	MICH CON GAS	4,000.00	518.57	169.78	3,481.43	12.96
101-265-923.000	SEWER TOWNSHIP HALL	800.00	180.00	90.00	620.00	22.50
101-265-930.000	REPAIRS & MAINT	5,500.00	3,154.52	823.80	2,345.48	57.35
Total Dept 265-TOWNHALL EXPENDITURES		39,300.00	16,668.44	3,414.04	22,631.56	42.41
Dept 410-PLANNING & ZONING EXPENDITURES						
101-410-702.002	ZONING ADMIN SALARY	50,000.00	20,712.52	3,461.54	29,287.48	41.43
101-410-705.000	PER DIEM PLANNING/ZBA	18,500.00	5,200.00	2,450.00	13,300.00	28.11
101-410-714.000	FICA LOCAL SHARE	5,210.00	2,268.34	475.78	2,941.66	43.54
101-410-726.000	SUPPLIES & POSTAGE	400.00	156.03	125.38	243.97	39.01
101-410-726.001	POSTAGE T & A	100.00	0.00	0.00	100.00	0.00
101-410-802.001	ATTORNEY SERVICES LITIGATION	0.00	27.00	0.00	(27.00)	100.00
101-410-802.002	ATTORNEY SERVICES	16,000.00	6,668.56	1,283.68	9,331.44	41.68
101-410-802.003	ATTORNEY T & A	20,000.00	6,164.72	661.40	13,835.28	30.82
101-410-803.000	PLANNER SERVICES	15,000.00	5,679.32	0.00	9,320.68	37.86
101-410-803.001	PLANNING CONSULTANT	18,000.00	3,750.00	750.00	14,250.00	20.83
101-410-803.004	ENGINEERING SERVICES T&A	18,000.00	18,788.50	0.00	(788.50)	104.38
101-410-803.005	PLANNING & CONSULTANT T & A	29,000.00	28,488.62	2,766.25	511.38	98.24
101-410-804.000	SOFTWARE SUPPORT & PROCESSIN	500.00	0.00	0.00	500.00	0.00
101-410-860.000	TRAVEL & MILEAGE	500.00	92.38	0.00	407.62	18.48
101-410-874.000	RETIREMENT/PENSION	2,500.00	67.38	0.00	2,432.62	2.70
101-410-900.000	PUBLICATIONS	2,500.00	1,038.75	559.75	1,461.25	41.55
101-410-900.001	PUBLICATIONS T & A	900.00	0.00	0.00	900.00	0.00
101-410-910.000	INSURANCE	10,000.00	1,814.17	307.70	8,185.83	18.14
101-410-949.000	RENTAL OF SPACE	300.00	0.00	0.00	300.00	0.00
101-410-958.000	EDUCATION/TRAINING/CONVENTION	2,500.00	560.00	0.00	1,940.00	22.40
101-410-960.000	dues subscriptions	500.00	0.00	0.00	500.00	0.00
101-410-964.000	REIMBURSEMENTS	0.00	501.00	0.00	(501.00)	100.00

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GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 12/31/2015 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2015 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
Total Dept 410-PLANNING & ZONING EXPENDITURES		210,410.00	101,977.29	12,841.48	108,432.71	48.47
Dept 750-MAINT & PARKS EXPENDITURES						
101-750-702.000	SALARIES	47,600.00	23,270.92	3,734.34	24,329.08	48.89
101-750-703.000	WAGES DEPUTY/SEC/PRT TIME	9,000.00	6,975.00	0.00	2,025.00	77.50
101-750-714.000	FICA LOCAL SHARE	4,230.00	1,959.19	220.81	2,270.81	46.32
101-750-726.000	SUPPLIES & POSTAGE	2,000.00	193.27	0.00	1,806.73	9.66
101-750-860.000	TRAVEL & MILEAGE	95.00	32.00	0.00	63.00	33.68
101-750-874.000	RETIREMENT/PENSION	4,760.00	2,439.35	373.43	2,320.65	51.25
101-750-910.000	INSURANCE	13,000.00	5,807.83	1,112.33	7,192.17	44.68
101-750-930.000	REPAIRS & MAINT	62,490.00	70,683.52	4,886.94	(8,193.52)	113.11
101-750-956.000	MISCELLANEOUS	2,000.00	1,000.00	0.00	1,000.00	50.00
Total Dept 750-MAINT & PARKS EXPENDITURES		145,175.00	112,361.08	10,327.85	32,813.92	77.40
Dept 861-RETIREMENT/PENSION						
101-861-874.000	RETIREMENT/PENSION	1,200.00	1,245.00	0.00	(45.00)	103.75
Total Dept 861-RETIREMENT/PENSION		1,200.00	1,245.00	0.00	(45.00)	103.75
Dept 865-INSURANCE						
101-865-910.000	INSURANCE	12,000.00	12,087.00	0.00	(87.00)	100.73
Total Dept 865-INSURANCE		12,000.00	12,087.00	0.00	(87.00)	100.73
Dept 970-CAPITAL IMPROVEMENTS						
101-970-975.000	TWNHALL CAPITAL IMPROVE	400.00	0.00	0.00	400.00	0.00
Total Dept 970-CAPITAL IMPROVEMENTS		400.00	0.00	0.00	400.00	0.00
TOTAL Expenditures		1,055,431.67	575,406.90	52,927.05	480,024.77	54.52
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		927,495.00	366,331.39	89,542.26	561,163.61	39.50
TOTAL EXPENDITURES		1,055,431.67	575,406.90	52,927.05	480,024.77	54.52
NET OF REVENUES & EXPENDITURES		(127,936.67)	(209,075.51)	36,615.21	81,138.84	163.42

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GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 12/31/2015 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2015 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 206 - FIRE FUND						
Revenues						
Dept 000						
206-000-402.000	CURRENT PROPERTY TAXES	733,463.00	62,381.63	62,381.63	671,081.37	8.51
206-000-671.000	MISC REVENUES	0.00	899.00	0.00	(899.00)	100.00
206-000-699.000	TRANS IN FRM OTHER FUNDS	4,000.00	0.00	0.00	4,000.00	0.00
Total Dept 000		737,463.00	63,280.63	62,381.63	674,182.37	8.58
TOTAL Revenues		737,463.00	63,280.63	62,381.63	674,182.37	8.58
Expenditures						
Dept 000						
206-000-802.004	CONTRACTED EMPLOYEE SERVICES	91,300.00	31,103.50	0.00	60,196.50	34.07
206-000-805.000	METRO FIRE CONTRACT	645,447.12	54,353.41	54,353.41	591,093.71	8.42
206-000-964.000	REIMBURSEMENTS	0.00	899.00	0.00	(899.00)	100.00
Total Dept 000		736,747.12	86,355.91	54,353.41	650,391.21	11.72
TOTAL Expenditures		736,747.12	86,355.91	54,353.41	650,391.21	11.72
Fund 206 - FIRE FUND:						
TOTAL REVENUES		737,463.00	63,280.63	62,381.63	674,182.37	8.58
TOTAL EXPENDITURES		736,747.12	86,355.91	54,353.41	650,391.21	11.72
NET OF REVENUES & EXPENDITURES		715.88	(23,075.28)	8,028.22	23,791.16	3,223.34

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GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 12/31/2015 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2015 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 207 - POLICE PROTECTION						
Revenues						
Dept 000						
207-000-402.000	CURRENT PROPERTY TAXES	43,850.00	3,704.74	3,704.74	40,145.26	8.45
207-000-671.000	MISC REVENUES	27,550.00	0.00	0.00	27,550.00	0.00
207-000-699.000	TRANS IN FRM OTHER FUNDS	15,000.00	15,000.00	15,000.00	0.00	100.00
Total Dept 000		86,400.00	18,704.74	18,704.74	67,695.26	21.65
TOTAL Revenues		86,400.00	18,704.74	18,704.74	67,695.26	21.65
Expenditures						
Dept 000						
207-000-802.000	COMMUNITY POLICING CONTRACT	78,500.00	19,147.00	0.00	59,353.00	24.39
Total Dept 000		78,500.00	19,147.00	0.00	59,353.00	24.39
TOTAL Expenditures		78,500.00	19,147.00	0.00	59,353.00	24.39
Fund 207 - POLICE PROTECTION:						
TOTAL REVENUES		86,400.00	18,704.74	18,704.74	67,695.26	21.65
TOTAL EXPENDITURES		78,500.00	19,147.00	0.00	59,353.00	24.39
NET OF REVENUES & EXPENDITURES		7,900.00	(442.26)	18,704.74	8,342.26	5.60

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GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 12/31/2015 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2015 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 208 - PARK FUND						
Revenues						
Dept 000						
208-000-600.000	CONTRIBUTIONS FROM RESIDENTS	5,200.00	0.00	0.00	5,200.00	0.00
208-000-665.000	INTEREST ON INVESTMENTS	5.00	3.70	0.96	1.30	74.00
208-000-699.000	TRANS IN FRM OTHER FUNDS	37,957.06	37,957.06	0.00	0.00	100.00
Total Dept 000		43,162.06	37,960.76	0.96	5,201.30	87.95
TOTAL Revenues		43,162.06	37,960.76	0.96	5,201.30	87.95
Expenditures						
Dept 000						
208-000-930.005	SHORELINE REDEVELOPMENT	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 000		5,000.00	0.00	0.00	5,000.00	0.00
TOTAL Expenditures		5,000.00	0.00	0.00	5,000.00	0.00
Fund 208 - PARK FUND:						
TOTAL REVENUES		43,162.06	37,960.76	0.96	5,201.30	87.95
TOTAL EXPENDITURES		5,000.00	0.00	0.00	5,000.00	0.00
NET OF REVENUES & EXPENDITURES		38,162.06	37,960.76	0.96	201.30	99.47

PERIOD ENDING 12/31/2015

GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 12/31/2015 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2015 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 209 - CEMETERY FUND						
Revenues						
Dept 000						
209-000-643.000	CEMETARY lot &plots	2,400.00	1,600.00	0.00	800.00	66.67
209-000-646.000	BURIAL FEE PAYMENTS	3,000.00	1,900.00	0.00	1,100.00	63.33
Total Dept 000		5,400.00	3,500.00	0.00	1,900.00	64.81
TOTAL Revenues		5,400.00	3,500.00	0.00	1,900.00	64.81
Expenditures						
Dept 000						
209-000-726.000	SUPPLIES & POSTAGE	500.00	170.90	0.00	329.10	34.18
209-000-802.004	CONTRACTED EMPLOYEE SERVICES	2,000.00	1,900.00	0.00	100.00	95.00
209-000-930.000	REPAIRS & MAINT	2,500.00	82.96	0.00	2,417.04	3.32
Total Dept 000		5,000.00	2,153.86	0.00	2,846.14	43.08
TOTAL Expenditures		5,000.00	2,153.86	0.00	2,846.14	43.08
Fund 209 - CEMETERY FUND:						
TOTAL REVENUES		5,400.00	3,500.00	0.00	1,900.00	64.81
TOTAL EXPENDITURES		5,000.00	2,153.86	0.00	2,846.14	43.08
NET OF REVENUES & EXPENDITURES		400.00	1,346.14	0.00	(946.14)	336.54

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GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 12/31/2015 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2015 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 212 - LIQUOR FUND						
Revenues						
Dept 000						
212-000-443.000	LIQUOR LICENSE FEES	9,000.00	8,967.20	0.00	32.80	99.64
212-000-665.000	INTEREST ON INVESTMENTS	0.00	2.91	0.35	(2.91)	100.00
Total Dept 000		9,000.00	8,970.11	0.35	29.89	99.67
TOTAL Revenues		9,000.00	8,970.11	0.35	29.89	99.67
Expenditures						
Dept 000						
212-000-999.000	TRANSFER TO OTHER FUNDS	15,000.00	15,000.00	15,000.00	0.00	100.00
Total Dept 000		15,000.00	15,000.00	15,000.00	0.00	100.00
TOTAL Expenditures		15,000.00	15,000.00	15,000.00	0.00	100.00
Fund 212 - LIQUOR FUND:						
TOTAL REVENUES		9,000.00	8,970.11	0.35	29.89	99.67
TOTAL EXPENDITURES		15,000.00	15,000.00	15,000.00	0.00	100.00
NET OF REVENUES & EXPENDITURES		(6,000.00)	(6,029.89)	(14,999.65)	29.89	100.50

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GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 12/31/2015 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2015 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 224 - SHORELINE PPRESERVATION						
Revenues						
Dept 000						
224-000-665.000	INTEREST ON INVESTMENTS	0.00	0.18	0.03	(0.18)	100.00
Total Dept 000		0.00	0.18	0.03	(0.18)	100.00
TOTAL Revenues		0.00	0.18	0.03	(0.18)	100.00
Fund 224 - SHORELINE PPRESERVATION:						
TOTAL REVENUES		0.00	0.18	0.03	(0.18)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.18	0.03	(0.18)	100.00

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GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 12/31/2015 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2015 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 225 - FARMLAND PRESERVATION						
Revenues						
Dept 000						
225-000-402.000	CURRENT PROPERTY TAXES	265,000.00	18,460.01	18,460.01	246,539.99	6.97
225-000-665.000	INTEREST ON INVESTMENTS	10.00	28.44	4.83	(18.44)	284.40
Total Dept 000		265,010.00	18,488.45	18,464.84	246,521.55	6.98
TOTAL Revenues		265,010.00	18,488.45	18,464.84	246,521.55	6.98
Expenditures						
Dept 000						
225-000-802.002	ATTORNEY SERVICES	3,000.00	0.00	0.00	3,000.00	0.00
225-000-802.004	CONTRACTED EMPLOYEE SERVICES	20,000.00	7,500.00	0.00	12,500.00	37.50
225-000-941.000	PDR PYMT TO LANDOWNERS	200,000.00	0.00	0.00	200,000.00	0.00
225-000-942.000	APPASAL EXPENSES	2,500.00	0.00	0.00	2,500.00	0.00
Total Dept 000		225,500.00	7,500.00	0.00	218,000.00	3.33
TOTAL Expenditures		225,500.00	7,500.00	0.00	218,000.00	3.33
Fund 225 - FARMLAND PRESERVATION:						
TOTAL REVENUES		265,010.00	18,488.45	18,464.84	246,521.55	6.98
TOTAL EXPENDITURES		225,500.00	7,500.00	0.00	218,000.00	3.33
NET OF REVENUES & EXPENDITURES		39,510.00	10,988.45	18,464.84	28,521.55	27.81

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GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 12/31/2015 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2015 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 226 - PARK and RECREATION FUND						
Revenues						
Dept 000						
226-000-665.000	INTEREST ON INVESTMENTS	0.00	0.43	0.00	(0.43)	100.00
Total Dept 000		0.00	0.43	0.00	(0.43)	100.00
TOTAL Revenues		0.00	0.43	0.00	(0.43)	100.00
Expenditures						
Dept 000						
226-000-999.000	TRANSFER TO OTHER FUNDS	17,100.00	17,100.52	0.00	(0.52)	100.00
Total Dept 000		17,100.00	17,100.52	0.00	(0.52)	100.00
TOTAL Expenditures		17,100.00	17,100.52	0.00	(0.52)	100.00
Fund 226 - PARK and RECREATION FUND:						
TOTAL REVENUES		0.00	0.43	0.00	(0.43)	100.00
TOTAL EXPENDITURES		17,100.00	17,100.52	0.00	(0.52)	100.00
NET OF REVENUES & EXPENDITURES		(17,100.00)	(17,100.09)	0.00	0.09	100.00

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GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 12/31/2015 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2015 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 227 - NEW URBANIST TOWN CENTER						
Revenues						
Dept 000						
227-000-665.000	INTEREST ON INVESTMENTS	0.00	0.71	0.00	(0.71)	100.00
Total Dept 000		0.00	0.71	0.00	(0.71)	100.00
TOTAL Revenues		0.00	0.71	0.00	(0.71)	100.00
Expenditures						
Dept 000						
227-000-999.000	TRANSFER TO OTHER FUNDS	27,889.74	27,889.74	0.00	0.00	100.00
Total Dept 000		27,889.74	27,889.74	0.00	0.00	100.00
TOTAL Expenditures		27,889.74	27,889.74	0.00	0.00	100.00
Fund 227 - NEW URBANIST TOWN CENTER:						
TOTAL REVENUES		0.00	0.71	0.00	(0.71)	100.00
TOTAL EXPENDITURES		27,889.74	27,889.74	0.00	0.00	100.00
NET OF REVENUES & EXPENDITURES		(27,889.74)	(27,889.03)	0.00	(0.71)	100.00

REVENUE AND EXPENDITURE REPORT FOR ACME TOWNSHIP

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GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 12/31/2015 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2015 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 401 - SAYLER PARK BOAT LAUNCH CAPITAL FUND						
Revenues						
Dept 000						
401-000-665.000	INTEREST ON INVESTMENTS	4.00	2.59	0.00	1.41	64.75
401-000-699.000	TRANS IN FRM OTHER FUNDS	102,900.68	102,899.54	0.00	1.14	100.00
Total Dept 000		102,904.68	102,902.13	0.00	2.55	100.00
TOTAL Revenues		102,904.68	102,902.13	0.00	2.55	100.00
Expenditures						
Dept 000						
401-000-726.000	SUPPLIES & POSTAGE	0.00	128.01	128.01	(128.01)	100.00
401-000-803.000	PLANNER SERVICES	0.00	11,352.00	0.00	(11,352.00)	100.00
401-000-930.002	PARKS & RECREATION EXPENDITURE	10,000.00	5,835.50	0.00	4,164.50	58.36
Total Dept 000		10,000.00	17,315.51	128.01	(7,315.51)	173.16
TOTAL Expenditures		10,000.00	17,315.51	128.01	(7,315.51)	173.16
Fund 401 - SAYLER PARK BOAT LAUNCH CAPITAL FUND:						
TOTAL REVENUES		102,904.68	102,902.13	0.00	2.55	100.00
TOTAL EXPENDITURES		10,000.00	17,315.51	128.01	(7,315.51)	173.16
NET OF REVENUES & EXPENDITURES		92,904.68	85,586.62	(128.01)	7,318.06	92.12

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		2015-16	YTD BALANCE	ACTIVITY FOR	AVAILABLE	
		AMENDED	12/31/2015	MONTH 12/31/2015	BALANCE	% BDGT
GL NUMBER	DESCRIPTION	BUDGET	NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 590 - ACME RELIEF SEWER						
Revenues						
Dept 000						
590-000-460.000	USAGE&CONNECTION FEES	870,000.00	781,566.79	2,693.34	88,433.21	89.84
590-000-665.000	INTEREST ON INVESTMENTS	525.00	275.98	58.84	249.02	52.57
Total Dept 000		870,525.00	781,842.77	2,752.18	88,682.23	89.81
Dept 550-HOPE VILLAGE- WATER						
590-550-450.000	USAGE FEES	14,000.00	7,000.75	0.14	6,999.25	50.01
Total Dept 550-HOPE VILLAGE- WATER		14,000.00	7,000.75	0.14	6,999.25	50.01
TOTAL Revenues		884,525.00	788,843.52	2,752.32	95,681.48	89.18
Expenditures						
Dept 000						
590-000-803.003	ENGINEERING SERVICES	45,000.00	1,177.50	0.00	43,822.50	2.62
590-000-956.001	OPERATING & MAINT EXP	472,454.00	96,641.36	42,640.07	375,812.64	20.46
590-000-956.003	HOCH ROAD #697 EXP	1,550.00	304.92	20.96	1,245.08	19.67
590-000-995.001	INTEREST on BONDS	250,000.00	13,022.05	0.00	236,977.95	5.21
Total Dept 000		769,004.00	111,145.83	42,661.03	657,858.17	14.45
Dept 550-HOPE VILLAGE- WATER						
590-550-956.001	OPERATING & MAINT EXP	14,000.00	2,923.77	516.87	11,076.23	20.88
Total Dept 550-HOPE VILLAGE- WATER		14,000.00	2,923.77	516.87	11,076.23	20.88
TOTAL Expenditures		783,004.00	114,069.60	43,177.90	668,934.40	14.57
Fund 590 - ACME RELIEF SEWER:						
TOTAL REVENUES		884,525.00	788,843.52	2,752.32	95,681.48	89.18
TOTAL EXPENDITURES		783,004.00	114,069.60	43,177.90	668,934.40	14.57
NET OF REVENUES & EXPENDITURES		101,521.00	674,773.92	(40,425.58)	(573,252.92)	664.66

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GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 12/31/2015 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2015 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 703 - CURRENT TAX COLLECTION						
Expenditures						
Dept 000						
703-000-956.000	MISCELLANEOUS	0.00	262.42	0.00	(262.42)	100.00
Total Dept 000		0.00	262.42	0.00	(262.42)	100.00
TOTAL Expenditures		0.00	262.42	0.00	(262.42)	100.00
Fund 703 - CURRENT TAX COLLECTION:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	262.42	0.00	(262.42)	100.00
NET OF REVENUES & EXPENDITURES		0.00	(262.42)	0.00	262.42	100.00

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GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 12/31/2015 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2015 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 818 - HOLIDAY HILLS AREA IMPROVEMENT						
Revenues						
Dept 000						
818-000-665.000	INTEREST ON INVESTMENTS	150.00	0.00	0.00	150.00	0.00
818-000-671.000	MISC REVENUES	2,560.00	0.00	0.00	2,560.00	0.00
818-000-672.000	ASSESSMENTS CURRENT	0.00	2,701.37	2,701.37	(2,701.37)	100.00
818-000-672.020	PREPAID ASSESSMENTS	55,610.00	5,254.00	0.00	50,356.00	9.45
Total Dept 000		58,320.00	7,955.37	2,701.37	50,364.63	13.64
TOTAL Revenues		58,320.00	7,955.37	2,701.37	50,364.63	13.64
Expenditures						
Dept 000						
818-000-900.000	PUBLICATIONS	500.00	0.00	0.00	500.00	0.00
818-000-997.000	DEBT PAYMENT TO COUNTY	22,818.75	0.00	0.00	22,818.75	0.00
Total Dept 000		23,318.75	0.00	0.00	23,318.75	0.00
TOTAL Expenditures		23,318.75	0.00	0.00	23,318.75	0.00
Fund 818 - HOLIDAY HILLS AREA IMPROVEMENT:						
TOTAL REVENUES		58,320.00	7,955.37	2,701.37	50,364.63	13.64
TOTAL EXPENDITURES		23,318.75	0.00	0.00	23,318.75	0.00
NET OF REVENUES & EXPENDITURES		35,001.25	7,955.37	2,701.37	27,045.88	22.73
TOTAL REVENUES - ALL FUNDS						
TOTAL REVENUES - ALL FUNDS		3,119,679.74	1,416,938.42	194,548.50	1,702,741.32	45.42
TOTAL EXPENDITURES - ALL FUNDS		2,982,491.28	882,201.46	165,586.37	2,100,289.82	29.58
NET OF REVENUES & EXPENDITURES		137,188.46	534,736.96	28,962.13	(397,548.50)	389.78

Fund 101 GENERAL FUND

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
101-000-001.000	CASH-CHECKING	740,085.57	633,335.79
101-000-002.000	CASH ON HAND (PETTY CASH)	200.00	200.00
101-000-004.000	3735-MONEY MARKET	297,186.18	297,261.09
101-000-005.000	1886-HIGH YIELD	156,751.01	156,790.53
101-000-018.000	MISC RECEIVABLE (IMMANUAL/BATES ACCT)	0.00	56,261.04
101-000-072.000	G.T. COUNTY SEPTAGE BOND/LOAN	140,047.63	133,747.63
101-000-123.000	PREPAID EXPENSE	12,424.20	12,424.20
Total Assets		1,540,772.60	1,290,020.28
*** Liabilities ***			
101-000-202.000	ACCOUNTS PAYABLE	30,923.18	(10,392.13)
101-000-230.000	ACCRUED RETIREMENT PENSION	18,516.31	18,516.31
101-000-231.000	DUE TO LOVASCO RETIREMENT	0.00	10,457.51
101-000-231.200	OTHER PAYROLL DEDUCTIONS	5,192.97	2,051.22
101-000-339.000	DEFERRED REVENUE	56,261.04	56,261.04
Total Liabilities		118,570.76	76,893.95
*** Fund Balance ***			
101-000-390.000	Fund Balance	1,010,281.84	1,010,281.84
101-000-393.000	Assigned Fund Balance	411,920.00	411,920.00
Total Fund Balance		1,422,201.84	1,422,201.84
Beginning Fund Balance			1,422,201.84
Net of Revenues VS Expenditures			(209,075.51)
Ending Fund Balance			1,213,126.33
Total Liabilities And Fund Balance			1,290,020.28

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BALANCE SHEET FOR ACME TOWNSHIP
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Fund 206 FIRE FUND

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
206-000-001.000	CASH-CHECKING	61,353.42	23,391.00
Total Assets		61,353.42	23,391.00
*** Liabilities ***			
Total Liabilities		14,887.14	0.00
*** Fund Balance ***			
206-000-390.000	Fund Balance	46,466.28	46,466.28
Total Fund Balance		46,466.28	46,466.28
Beginning Fund Balance			46,466.28
Net of Revenues VS Expenditures			(23,075.28)
Ending Fund Balance			23,391.00
Total Liabilities And Fund Balance			23,391.00

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BALANCE SHEET FOR ACME TOWNSHIP
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Fund 207 POLICE PROTECTION

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
207-000-001.000	CASH-CHECKING	138,457.07	118,867.81
Total Assets		138,457.07	118,867.81
*** Liabilities ***			
Total Liabilities		19,147.00	0.00
*** Fund Balance ***			
207-000-390.000	Fund Balance	119,310.07	119,310.07
Total Fund Balance		119,310.07	119,310.07
Beginning Fund Balance			119,310.07
Net of Revenues VS Expenditures			(442.26)
Ending Fund Balance			118,867.81
Total Liabilities And Fund Balance			118,867.81

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BALANCE SHEET FOR ACME TOWNSHIP
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Fund 208 PARK FUND

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
208-000-001.000	CASH-CHECKING	0.00	37,960.76
Total Assets		0.00	37,960.76
*** Liabilities ***			
Total Liabilities		0.00	0.00
*** Fund Balance ***			
Total Fund Balance		0.00	0.00
Beginning Fund Balance			0.00
Net of Revenues VS Expenditures			37,960.76
Ending Fund Balance			37,960.76
Total Liabilities And Fund Balance			37,960.76

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BALANCE SHEET FOR ACME TOWNSHIP
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Fund 209 CEMETERY FUND

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
209-000-001.000	CASH-CHECKING	5,940.31	6,151.41
Total Assets		5,940.31	6,151.41
*** Liabilities ***			
Total Liabilities		1,135.04	0.00
*** Fund Balance ***			
209-000-390.000	Fund Balance	4,805.27	4,805.27
Total Fund Balance		4,805.27	4,805.27
Beginning Fund Balance			4,805.27
Net of Revenues VS Expenditures			1,346.14
Ending Fund Balance			6,151.41
Total Liabilities And Fund Balance			6,151.41

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Fund 212 LIQUOR FUND

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
212-000-004.000	0650-MONEY MARKET	12,193.29	6,989.44
Total Assets		13,019.33	6,989.44
*** Liabilities ***			
Total Liabilities		0.00	0.00
*** Fund Balance ***			
212-000-390.000	Fund Balance	13,019.33	13,019.33
Total Fund Balance		13,019.33	13,019.33
Beginning Fund Balance			13,019.33
Net of Revenues VS Expenditures			(6,029.89)
Ending Fund Balance			6,989.44
Total Liabilities And Fund Balance			6,989.44

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Fund 224 SHORELINE PPRESERVATION

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
224-000-001.000	6244-CASH-CHECKING	1,377.38	1,377.56
Total Assets		1,377.38	1,377.56
*** Liabilities ***			
Total Liabilities		0.00	0.00
*** Fund Balance ***			
224-000-390.000	Fund Balance	1,377.38	1,377.38
Total Fund Balance		1,377.38	1,377.38
Beginning Fund Balance			1,377.38
Net of Revenues VS Expenditures			0.18
Ending Fund Balance			1,377.56
Total Liabilities And Fund Balance			1,377.56

Fund 225 FARMLAND PRESERVATION

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
225-000-001.000	9937-CASH-CHECKING	189,715.89	193,203.04
225-000-004.000	4319-MONEY MARKET	5,197.80	5,199.10
Total Assets		194,913.69	198,402.14
*** Liabilities ***			
Total Liabilities		7,500.00	0.00
*** Fund Balance ***			
225-000-390.000	Fund Balance	187,413.69	187,413.69
Total Fund Balance		187,413.69	187,413.69
Beginning Fund Balance			187,413.69
Net of Revenues VS Expenditures			10,988.45
Ending Fund Balance			198,402.14
Total Liabilities And Fund Balance			198,402.14

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Fund 226 PARK and RECREATION FUND

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
	Total Assets	17,100.09	0.00
*** Liabilities ***			
	Total Liabilities	0.00	0.00
*** Fund Balance ***			
226-000-390.000	Fund Balance	17,100.09	17,100.09
	Total Fund Balance	17,100.09	17,100.09
	Beginning Fund Balance		17,100.09
	Net of Revenues VS Expenditures		(17,100.09)
	Ending Fund Balance		0.00
	Total Liabilities And Fund Balance		0.00

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Fund 227 NEW URBANIST TOWN CENTER

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
	Total Assets	27,889.03	0.00
*** Liabilities ***			
	Total Liabilities	0.00	0.00
*** Fund Balance ***			
227-000-390.000	Fund Balance	27,889.03	27,889.03
	Total Fund Balance	27,889.03	27,889.03
	Beginning Fund Balance		27,889.03
	Net of Revenues VS Expenditures		(27,889.03)
	Ending Fund Balance		0.00
	Total Liabilities And Fund Balance		0.00

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Fund 401 SAYLER PARK BOAT LAUNCH CAPITAL FUND

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
401-000-001.000	CASH-CHECKING	0.00	85,586.62
Total Assets		0.00	85,586.62
*** Liabilities ***			
Total Liabilities		0.00	0.00
*** Fund Balance ***			
Total Fund Balance		0.00	0.00
Beginning Fund Balance			0.00
Net of Revenues VS Expenditures			85,586.62
Ending Fund Balance			85,586.62
Total Liabilities And Fund Balance			85,586.62

Fund 590 ACME RELIEF SEWER

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
590-000-001.000	9945-CASH-CHECKING	1,381,033.84	1,977,365.66
590-000-004.000	0651-MONEY MARKET	196,737.44	196,787.04
590-000-132.000	SEPTIC PLANT	470,853.00	470,853.00
590-000-133.000	ACCUMULATED DEPRECIATION	(65,737.06)	(65,737.06)
590-000-152.000	WATER SYSTEMS	177,000.00	177,000.00
590-000-153.000	ACCUMULATED DEPRECIATION-WATE	(60,475.00)	(60,475.00)
590-000-154.000	SEWER SYSTEMS	11,611,103.07	11,611,103.07
590-000-155.000	ACCUMULATED DEPREC-SEWER	(5,180,171.06)	(5,180,171.06)
590-000-160.000	LOAN ACQUISITION FEES	1,723.00	1,723.00
590-000-161.000	ACCUM AMORT LOAN ACCQU FEES	(1,723.00)	(1,723.00)
Total Assets		8,530,344.23	9,126,725.65
*** Liabilities ***			
590-000-250.000	BONDS PAYABLE LONG TERM	1,187,782.00	1,187,782.00
590-000-250.001	ACCR.INTEREST ON BONDS	9,130.00	9,130.00
590-000-250.100	Current portion of Bonds	206,362.00	206,362.00
590-000-251.002	PREMIUM OF REFUNDED BONDS	59,054.00	59,054.00
590-500-300.000	BONDS: SEPTAGE LONG TERM	309,215.00	309,215.00
Total Liabilities		1,849,935.50	1,771,543.00
*** Fund Balance ***			
590-000-390.000	Fund Balance	1,345,656.51	1,345,656.51
590-000-395.000	RETAINED EARNINGS	5,334,752.22	5,334,752.22
Total Fund Balance		6,680,408.73	6,680,408.73
Beginning Fund Balance			6,680,408.73
Net of Revenues VS Expenditures			674,773.92
Ending Fund Balance			7,355,182.65
Total Liabilities And Fund Balance			9,126,725.65

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BALANCE SHEET FOR ACME TOWNSHIP
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Fund 703 CURRENT TAX COLLECTION

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
703-000-001.000	CASH-CHECKING	1,765.91	720,254.21
Total Assets		1,765.91	720,254.21
*** Liabilities ***			
703-000-202.000	ACCOUNTS PAYABLE	310,823.09	310,823.09
703-000-273.000	UNDISTRIBUTED TAX	(420,740.22)	298,010.50
703-000-274.000	EARNED INTEREST UNDISTIBUTED	133,361.16	133,361.16
Total Liabilities		23,444.03	742,194.75
*** Fund Balance ***			
703-000-390.000	Fund Balance	(21,678.12)	(21,678.12)
Total Fund Balance		(21,678.12)	(21,678.12)
Beginning Fund Balance			(21,678.12)
Net of Revenues VS Expenditures			(262.42)
Ending Fund Balance			(21,940.54)
Total Liabilities And Fund Balance			720,254.21

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Fund 818 HOLIDAY HILLS AREA IMPROVEMENT

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
818-000-001.000	9307-CASH-CHECKING	190,651.58	183,125.95
Total Assets		190,651.58	183,125.95
*** Liabilities ***			
818-000-275.000	REFUND DUE TO TAXPAYERS	0.00	(15,364.35)
Total Liabilities		116.65	(15,364.35)
*** Fund Balance ***			
818-000-390.000	Fund Balance	190,534.93	190,534.93
Total Fund Balance		190,534.93	190,534.93
Beginning Fund Balance			190,534.93
Net of Revenues VS Expenditures			7,955.37
Ending Fund Balance			198,490.30
Total Liabilities And Fund Balance			183,125.95

Trip List - Dispatch (Short)

Company IS NORTH FLIGHT INC; AND Trip Date IS BETWEEN 12/01/2015 AND 12/31/2015; AND Transport Priorities IS Cancel OR Convenience OR Emergent - PRI 4 OR Emergent - PRI 5 OR Flight Following OR INFORMATION MISSING OR Maintenance OR No Transpo...

Run # or Trip #	TripDate	Veh/Unit	Time	Call Type	Customer Name	PickUp Location	DropOff Location
NORTH FLIGHT INC							
Dispatched							
20602	12/1/2015	NF 8: NF 8	11:36:56	Prehospital		5501 BAYVIEW WAY	MUNSON MEDICAL CENTER ER
Crew: OSBURN, RICK METRO, GT <None>							
20639	12/1/2015	NF 11: NF 11	18:55:15	Prehospital		6300 SINGLETREE LN	MUNSON MEDICAL CENTER ER
Crew: TOPASH, OLGA FRIEND, JEFF <None>							
20653	12/2/2015	NF 8: NF 8	07:50:46	Prehospital	*	<DOA SITE>	4826 RIDGECREST RD
Crew: GRATTOPP, DAVE METRO, GT <None>							
20656	12/2/2015	NF 5: NF 5	08:30:03	Transfer	*	4826 RIDGECREST RD	MUNSON MEDICAL CENTER Morgue
Crew: MERVAU, WAYNE GREZESZAK, PAULA <None>							
20671	12/2/2015	NF 8: NF 8	10:53:28	Prehospital	*	3533 WOODLAND TRL	MUNSON MEDICAL CENTER ER
Crew: GRATTOPP, DAVE METRO, GT <None>							
20706	12/2/2015	NF 5: NF 5	23:41:59	Prehospital		HOPE VILLAGE 1105 Assisted Living Side	MUNSON MEDICAL CENTER ER
Crew: COURSON, MIKE SOGGE, AARON <None>							
20711	12/3/2015	NF 5: NF 5	03:20:40	Prehospital	CANCEL, PREHOSPITAL	HOPE VILLAGE 1122 on the assisted living side of bldg.	
Crew: COURSON, MIKE SOGGE, AARON <None>							
20715	12/3/2015	NF 5: NF 5	06:17:03	Prehospital		5665 APPLE VALLEY RD	MUNSON MEDICAL CENTER ER
Crew: COURSON, MIKE SOGGE, AARON <None>							
20718	12/3/2015	NF 8: NF 8	06:50:22	Prehospital		HOPE VILLAGE 310	
Crew: GRATTOPP, DAVE METRO, GT <None>							
20894	12/4/2015	NF 8: NF 8	14:17:50	Prehospital		MEIJER ACME OPTICAL CTR	MUNSON MEDICAL CENTER ER
Crew: OSBURN, RICK METRO, GT <None>							
20917	12/5/2015	NF 8: NF 8	08:30:00	Community Benefi	SERVICE, OTHER	US 31 NORTH	
Crew: SOPHA, JASON METRO, GT <None>							
20949	12/5/2015	NF 5: NF 5	20:28:29	Prehospital		3620 HOLIDAY RD	MUNSON MEDICAL CENTER ER
Crew: DELLICKER, KURTIS WALTERS, CURTIS <None>							
20975	12/6/2015	NF 8: NF 8	14:23:31	Prehospital		MEIJER ACME red beetle	MUNSON MEDICAL CENTER ER
Crew: SCHUNEMAN, JIM METRO, GT <None>							
20988	12/6/2015	NF 8: NF 8	21:42:42	Prehospital		5656 TRAGER RD	MUNSON MEDICAL CENTER ER
Crew: SCHUNEMAN, JIM METRO, GT <None>							
20996	12/7/2015	NF 8: NF 8	06:57:42	Prehospital		HOPE VILLAGE 1101	
Crew: FORTON, ANTHONY METRO, GT <None>							
21005	12/7/2015	NF 8: NF 8	10:38:23	Prehospital		HOPE VILLAGE	MUNSON MEDICAL CENTER ER
Crew: FORTON, ANTHONY METRO, GT <None>							
21058	12/8/2015	NF 8: NF 8	07:55:22	Prehospital		HOPE VILLAGE RM 11	MUNSON MEDICAL CENTER ER

* Shaded records indicate that trip has been cancelled

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Run # or Trip #	TripDate	Veh/Unit	Time	Call Type	Customer Name	PickUp Location	DropOff Location
NORTH FLIGHT INC (cont.)							
Dispatched (cont.)							
Crew: OSBURN, RICK METRO, GT <None>							
21103	12/8/2015	NF 8: NF 8	18:35:39	Community Benefi	FIRE, STANDBY	9023 BAY RIDGE DR	
Crew: OSBURN, RICK METRO, GT <None>							
21106	12/8/2015	NF 8: NF 8	18:59:43	Prehospital	*	11482 US31 N	MUNSON MEDICAL CENTER ER
Crew: OSBURN, RICK METRO, GT <None>							
21272	12/11/2015	NF 8: NF 8	16:29:56	Community Benefi	kUnknown>	7655 CLEARWATER DR	
Crew: SOPHA, JASON METRO, GT <None>							
21315	12/12/2015	NF 8: NF 8	20:11:09	Prehospital		5368 US HIGHWAY 31 N	MUNSON MEDICAL CENTER ER
Crew: OSBURN, RICK METRO, GT <None>							
21324	12/13/2015	NF 8: NF 8	08:37:40	Prehospital		HOPE VILLAGE 1122	MUNSON MEDICAL CENTER ER
Crew: SOPHA, JASON METRO, GT <None>							
21339	12/13/2015	NF 8: NF 8	13:50:34	Community Benefi	CANCEL, PREHOSPITAL	7765 CLEARWATER DR	
Crew: SOPHA, JASON METRO, GT <None>							
21400	12/14/2015	NF 8: NF 8	14:22:44	Prehospital		3951 SHERWOOD FOREST DR	
Crew: OSBURN, RICK METRO, GT <None>							
21439	12/15/2015	NF 5: NF 5	06:22:55	Prehospital		7685 DEEPWATER PT	MUNSON MEDICAL CENTER ER
Crew: SOPHA, JASON NEVSETA, CHELSEA <None>							
21653	12/17/2015	NF 8: NF 8	16:20:40	Prehospital		4900 E M-72 Meijers Acme Aisle Four	MUNSON MEDICAL CENTER ER
Crew: GRATTOPP, DAVE METRO, GT <None>							
21689	12/18/2015	NF 8: NF 8	11:21:24	Community Benefi	FIRE, STANDBY	7765 DEEPWATER POINT Deepwater Point Condos 7765 deepwater poiny	
Crew: OSBURN, RICK METRO, GT <None>							
21707	12/18/2015	NF 8: NF 8	16:38:03	Prehospital		2840 HOLIDAY RD	MUNSON MEDICAL CENTER ER
Crew: OSBURN, RICK METRO, GT <None>							
21716	12/18/2015	NF 5: NF 5	19:12:37	Prehospital	<Unknown>	6300 SINGLE TREE LANE	
Crew: ALLARD, ROBERT NEVSETA, CHELSEA <None>							
21718	12/18/2015	NF 5: NF 5	19:21:26	Prehospital		HOPE VILLAGE	MUNSON MEDICAL CENTER ER
Crew: ALLARD, ROBERT NEVSETA, CHELSEA <None>							
21719	12/18/2015	NF 8: NF 8	19:54:00	Prehospital	CANCEL, PREHOSPITAL	5074 US 31 N	
Crew: OSBURN, RICK METRO, GT <None>							
21777	12/20/2015	NF 5: NF 5	00:54:41	Prehospital	CANCEL, PREHOSPITAL	5722 HILLTOP WAY	
Crew: ALLARD, ROBERT NEVSETA, CHELSEA <None>							
21883	12/21/2015	NF 8: NF 8	22:48:55	Prehospital		MEIJER ACME	MUNSON MEDICAL CENTER ER
Crew: OSBURN, RICK METRO, GT <None>							

* Shaded records indicate that trip has been cancelled

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Company IS NORTH FLIGHT INC; AND Trip Date IS BETWEEN 12/01/2015 AND 12/31/2015; AND Transport Priorities IS Cancel OR Convenience OR Emergent - PRI 4 OR Emergent - PRI 5 OR Flight Following OR INFORMATION MISSING OR Maintenance OR No Transpo...

Run # or Trip #	TripDate	Veh/Unit	Time	Call Type	Customer Name	PickUp Location	DropOff Location
NORTH FLIGHT INC (cont.)							
Dispatched (cont.)							
21889	12/22/2015	NF 8: NF 8	09:52:37	Prehospital	*	6671 E M-72 KDK TOOLING	MUNSON MEDICAL CENTER ER
Crew: OSBURN, RICK METRO, GT <None>							
21930	12/23/2015	NF 8: NF 8	13:21:51	Prehospital		ACME TERRACE AFC	MUNSON MEDICAL CENTER ER
Crew: SOPHA, JASON METRO, GT <None>							
	12/23/2015		19:34:39	Prehospital	,		
21992	12/24/2015	NF 8: NF 8	11:42:38	Prehospital		2345 US-31 N	MUNSON MEDICAL CENTER ER
Crew: GRATTOPP, DAVE METRO, GT <None>							
21993	12/24/2015	NF 5: NF 5	11:42:38	Prehospital	<Unknown>	2345 US-31 N	
Crew: GREZESZAK, PAULA TATE, ROSE <None>							
22042	12/25/2015	NF 8: NF 8	17:18:18	Prehospital		HOPE VILLAGE 1105	
Crew: GRATTOPP, DAVE METRO, GT <None>							
22043	12/25/2015	NF 8: NF 8	17:46:45	Prehospital	*	4513 HOLIDAY RD	4513 HOLIDAY RD
Crew: GRATTOPP, DAVE METRO, GT <None>							
22044	12/25/2015	NF 8: NF 8	17:46:45	MEI	*	4513 HOLIDAY RD	
Crew: GRATTOPP, DAVE METRO, GT <None>							
22045	12/25/2015	NF 5: NF 5	22:10:26	Transfer	*	4513 HOLIDAY RD	MUNSON MEDICAL CENTER Morgue
Crew: SALYER, JOSH METRO, GT <None>							
22057	12/26/2015	NF 5: NF 5	00:22:10	Prehospital		HOPE VILLAGE 1105	
Crew: SALYER, JOSH METRO, GT <None>							
22060	12/26/2015	NF 8: NF 8	06:52:06	Prehospital		HOPE VILLAGE 1123	
Crew: GRATTOPP, DAVE METRO, GT <None>							
22108	12/27/2015	NF 8: NF 8	13:32:36	Prehospital		2014 US-31 N SPEEDWAY	
Crew: FORTON, ANTHONY METRO, GT <None>							
22125	12/28/2015	NF 5: NF 5	03:37:06	Prehospital	CANCEL, PREHOSPITAL	4185 WOLVERINE VIEW DR	
Crew: SALYER, JOSH SOPHA, JASON <None>							
22129	12/28/2015	NF 5: NF 5	06:27:38	Prehospital		HOPE VILLAGE 1108	
Crew: SALYER, JOSH SOPHA, JASON <None>							
22151	12/28/2015	NF 8: NF 8	15:34:32	Prehospital		4119 PARK LANE	MUNSON MEDICAL CENTER ER
Crew: SOPHA, JASON METRO, GT <None>							
22168	12/28/2015	NF 5: NF 5	23:27:11	Prehospital		ACME TERRACE AFC	MUNSON MEDICAL CENTER ER
Crew: COURSON, MIKE NEVSETA, CHELSEA <None>							
22240	12/30/2015	NF 8: NF 8	14:11:27	Community Benefit	<Unknown>	7555 DEEP WATER POINT	
Crew: GRATTOPP, DAVE METRO, GT <None>							

* Shaded records indicate that trip has been cancelled

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Run # or Trip #	TripDate	Veh/Unit	Time	Call Type	Customer Name	PickUp Location	DropOff Location
NORTH FLIGHT INC (cont.)							
Total Calls Dispatched: 50				Total Transports: 29			
Total Calls for NORTH FLIGHT INC: 50				Total Transports: 29			

* Shaded records indicate that trip has been cancelled

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**ACME TOWNSHIP PLANNING COMMISSION MEETING
ACME TOWNSHIP HALL
6042 Acme Road, Williamsburg MI 49690
January 11, 2016 7:00 p.m.**

CALL TO ORDER: 7:00pm

ROLL CALL:

PC Members Present: D. Rosa, D. White, S. Feringa, K. Wentzloff, M. Timmins, T. Forgette, B. Balentine, and J. DeMarsh

PC Members Excused: J. Jessup

Staff Present: S. Winter, Zoning Administrator; J. Jocks, Legal Counsel

A. LIMITED PUBLIC COMMENT: Opened at 7:01pm

R. Babcock, 4261 Bartlett Road. Inquired as to whether public would have input on Planned Development. Public comment closed at 7:02pm.

B. APPROVAL OF AGENDA: Motion by Timmins to approve agenda as presented; support by Balentine. Motion passed unanimously.

C. INQUIRY AS TO CONFLICTS OF INTEREST: None

D. CORRESPONDENCE:

1. Email from Brian Kelley received 12/15/2015 read into record by PC chairperson and attached to these minutes.

E. PUBLIC HEARINGS: Opened at 7:04pm

1. Zoning Ordinance Amendment 037 Planned Development (PD)

A. Andres, representing Andres Trust, 1107 Barlow St.; Noticed in some of the maps that Andres property or anything below M72 was not included in PD zone but was indicated last time that the Andres 40 acres could be in a sending zone and actually we are in the receiving zone as well. Also noticed that Vasa was marked as a receiving zone so not sure if areas of the map are going to be delineated further. In support of Andres Trust being part of PD. Made a suggestion that we look at the use of a land bank for sending and receiving; not just for Acme Township use but all of Grand Traverse County.

R. Babcock. First page, #1. Item A. - Use of term "substantially" is ambiguous. May be better to use "consistent with".

Public Hearing closed at 7:07pm. Planning commission members continued discussion on PD.

S. Winter thought that map as presented seems to illustrate that all sending parcels are in in Agriculture zone and all receiving parcels are not Agriculture which is not representative of how the ordinance reads. Not sure if that is common. We have some large parcels in the residential zone that may have been overlooked and may need to be considered. Overall consensus is map seemed to confuse things and may contradict what the township is trying to

accomplish.

Wentzloff thought map could be referenced to see where the big parcels of land are located but not necessarily needs to be part of the ordinance. Winter and White agreed. Jocks seemed to be in agreement and wasn't sure of John Iacoangeli's intent with the particular map. He thought a couple of other things need to be cleaned up before bringing to Board. White didn't seem to think it mattered what section of the township sending and receiving could occur. Wentzloff explained to all that transfer of density is not a transfer of zoning type. You can't exceed densities of a zoning district. Ideally we are sending density from areas we want to conserve. The use of thresholds were also discussed however they may be too restrictive. Jocks added that the PC can come up with a standard such as acreage, density, or use type, however, it may not provide the planning commission the necessary flexibility. Winter added that trip use is an example of how thresholds could be limiting. Wentzloff thought removing item# 4, line 2 if we are not using the map provided. Rosa question page 5, #5. Section not worded well as board would still need to approve according to Jocks. Other document housekeeping such as numbering needs fixing. Based on concerns of counsel and PC members, the sentiment of the is document needs to be cleaned up, further clarification needed from the planner and re-visit this next month as there is time to make adjustments.

F. NEW BUSINESS:

1. None

G. OLD BUSINESS:

1. Tent Sale / Food Truck Police Power Ordinance

Winter opened by saying the Board made a motion to have the Planning Commission explore and draft police power ordinances for tent sales and food trucks. The purpose of this topic being on the agenda is to start the discussion, understand what we want to achieve, receive Counsel's advice and identifying areas of additional research. He included Garfield Township ordinance that is not police power but a supplemental ordinance that may be better. Requires the event to be accessory to the business. Winter also included Traverse City's food truck ordinance and Acme Township's Special Event Ordinance for reference. The Acme Township Board expressed concerns to him included food trucks operating in township parks was not necessarily desired and concerns of a business extending their current retail service through a tent sale vs. a separate business operating a tent sale on their property. Balentine raised concerns with the actual tents used and appearance. Commissioned members felt the use of a tent as an extension of existing business seems is reasonable and allowed and that 3rd party business use of tent should fall under different criteria. Other concerns included adherence to local and state building codes and traffic flow/parking lot space usage, length or duration of sale, use of permits and fees to track events, and temporary signage. Individual property special use permits restrictions would still apply with respect to outdoor sales and may need to be re-iterated in this ordinance. Thresholds could be applied to limit size by utilizing percentage of parking lot size but that could also be difficult. Winter suggested it could be treated like a temporary sign permit so that zoning administrator can review and file. DeMarsh raised a concern about a tent looking exactly like a sign. Feringa didn't want to over-regulate an existing business requesting permit. Timmins likes the use of a permit for control and tracking and maybe a small fee. Winter thinks the idea of permit is very useful and doesn't require a lot of work. The special events ordinance limits the event to 3 days. He doesn't feel a fee would be necessary but others thought maybe a small fee would be appropriate. With respect to signage, requirements of temporary sign process could be apply. Shared parking lot concerns were also brought up. Sign off of property owner and applicant would help. Jocks thought for signage you can limit to one size and not to exceed a certain percentage. Consensus was to not allow unrelated business tent sales at this time. Jocks indicated that it would not be exclusionary zoning to only allow extension of existing business for tent sales. Commission was asked about farm markets and how this ordinance would apply. Jocks to investigate how they were handled in the past. Winter will come back with an updated draft incorporating concerns raised.

Discussion moved on to Food Trucks (mobile food vendors) and allowing them on public property and are they getting a benefit bypassing brick and mortar requirements such as taxes. Winter feels this is a common argument

that doesn't necessarily bind. He feels they add variety as it is a totally different option or dining experience. Can be another option for business to break into the industry and some brick and mortar establish food trucks. Feels they should be a police power ordinance as opposed to a zoning ordinance. Included Traverse City's ordinance for reference. Acme doesn't necessarily have any public parking lots which the Traverse City ordinance does address. With respect to public parks, Jocks believes trust fund purchased parkland may prohibit commercial food trucks and that for Saylor Park we would have to look at the deed. If catered to the recreational use of the park, it may be allowed but would have to be looked at closely at each one to see if the use is allowed. White expressed that the Board felt strongly against food trucks on public park land. With respect to private lots, no zoning exists for mobile food vendors currently. Jocks suggested that if we do police power ordinance, suggest that anyone "grandfathered" would have to follow the ordinance. Winter indicated that Traverse City ordinance requires a permit with a checklist of requirements such as signage, operational hours, lighting, etc. Winter thinks the Traverse City ordinance is pretty clear. He will draft up an ordinance for review next month.

H. ADMINISTRATIVE ACTION

1. Receive and file Township Board Minutes 12/01/15 - Motion to receive and file by Timmins, supported by Feringa. Motion passed unanimously.
2. Receive and file Township Board Special Meeting Minutes 12/07/15- Motion to receive and file by Timmins, supported by Forgette. Motion passed unanimously.
3. Receive and file Parks and Trails Committee Minutes 11/20/15 - Motion to receive and file by Timmins, supported by White. Motion passed unanimously.
4. Approve draft Planning Commission Minutes 12/14/15 - Motion to approve by Feringa

I. PUBLIC COMMENT & OTHER PC BUSINESS

Public Comment Opened at 9:04pm with no comment; Closed at 9:05pm

1. Zoning Administrator Report: Shawn Winter provided a report summary.
 - Permits issued since the December 14th PC Meeting:
 - Land Use Permits – 1 (carport)
 - Sign Permits – 0
 - Township Board Approved Amendment 036 – Medical Marihuana Dispensaries and Cultivation Operations in the B-4 District at their January 5, 2015 meeting.
 - Zoning Ordinance Update
 - Currently ahead of schedule
 - Will begin Article 8: Site Plan Review and Article 9: Special Uses next month, hopefully have something to present at the next PC meeting
 - Started cataloging textual errors, conflicting definitions, vague areas, etc. in a spreadsheet
 - Next Month:
 - No site plan reviews or special use permit applications submitted at this time
2. Planning Consultant Report: John Iacoangeli - nothing to report
3. Township Board Report: Doug White - nothing to report
4. Parks & Trails Committee Report: Marcie Timmins provided a brief update on the new Park and Trail Committee formation.

ADJOURN: Motion to adjourn by Balentine, Support by Timmins. Motion passed

Meeting adjourned at 9:19pm. TAF

From: Brian Kelley <acmetwp@gmail.com>
Sent: Tuesday, December 15, 2015 9:53 AM
To: karly wentzloff
Cc: Shawn Winter
Subject: Interesting material and appearance example

Hi Karly,

We always hope that good taste will prevail, but when I saw this creative use of metal, it made me wonder whether we are sufficiently protected from something like this in Acme; both as new development, and in the case of a remodel.

As mentioned before, I have seen corrugated sheet used (poorly) in high density residential construction, but this rises to a new level.

I think the question is worth asking in all contexts - commercial, residential, development by right, etc. Of course corrugated is entirely appropriate in some cases.

I suppose this wouldn't be quite so bad if the color matched the adjacent vertical surfaces. The use of the corrugated for awnings is also interesting. If the sheet completely covered the support structure, it wouldn't be so bad. But the way it ends short, leaving the frame exposed, makes it look incomplete, or ill-fitting.

Since this applicant is apparently restricted in their use of metal trim, one wonders whether they could accomplish the same problematic look without regulatory restriction by using wood or plastic with silver paint.

Thanks,

Brian

http://www.mlive.com/news/grand-rapids/index.ssf/2015/12/restaurant_remodel_too_heavy_o.html

12/18/15 Park and Trails Meeting Minutes

Committee: X DeMarsh X Feringa X Heffner
 X Henkel X Jenema X LaPointe
 X Timmins X Wentzloff

Advisory: X Clark X Heinert X McDonough
 X Winter

Amy discussed how the Parks and Trails committee came to be merged at the Board meeting on 12/07/15. The committee will have a more formalized structure to provide more organization as the township moves quickly towards their goals.

Shawn pointed out that advisors won't vote.

Amy wanted to move Tom Henkel off the committee list and list him under advisors. Everyone was in agreement.

A. PUBLIC COMMENT: None

B. Approval of Agenda- Wentzloff motions to approve the agenda.
 LaPointe seconds. Motion approved

C. INQUIRY AS TO CONFLICTS OF Interest:

D. APPROVAL DRAFT MINUTES of:

a. Parks and Trail Meeting Minutes 11/20/15

Timmins makes a motion to approve the draft minutes from 11/20/15

Wentzloff seconds. Motion approved

E. REPORTS

1. At the December board meeting money was set aside to help the park plans move forward.
 - \$6000 – to have Gosling and Czubak put together a preliminary plan that the township can then use to apply for other grants.
 - Up to \$4000 to hire a grant writer
 - \$62,000 for Phase 1 to occur in summer on 2016 – This project will be decided after Klaus finishes the plan for the whole park, a stand-alone project can then be pulled out of the overall plan for the upcoming summer.
 - \$75,000 has been set aside by the township towards future grant matches that will make up phase 2 which will be the rest of Klaus's plan.
 - GTRLC has a board meeting February 25th. Matt McDonough will be asking them to support Acme with a \$125,000(the campaign will also cover staffing cost for GTRLC, so actual dollars will be higher) fund raising campaign to further our grant match. Bringing the township up to a higher percentage match. Phase 2 will total \$500,000.
 - LaPointe clarified that phase 1 would = \$62k phase 2 would total \$500k. Klaus talked about phase one being functional and independent of needing phase 2, in case the township doesn't get

any further funds.

- Klaus requested a design meeting in January.
- Committee wants a simpler plan than the original Becket & Raeder plan. Plan must leave room for additional phases including the south end of Bayside park.
- Heffner commented that the trail should be included in phase 1 as it will be like the spine of the park.
- Committee discussed ideas of how to handle parking for the regional trail head.
- Klaus will have a draft grant scenario ready in February.
- Final plan and resolution will go to the board for the March board meeting.
- Wentzloff clarified that the \$62k from phase 1 would not be used towards any grant matches.
- Henkel talked about the irrigation quotes he has gathered. The group decided this information was too soon in the process.

2. Tart

- Julie introduced Chris Kushman the new Trail Planning and Development Director.
- Julie delivered the draft Concept Plan and Development Guide for the Traverse City to Charlevoix Trail. The website is also up and ready to go.
- TART received funding towards the development of the TC to Charlevoix trail, because the trail goes through Acme, some of those funds could be available to Acme.
- Talked about the funding secured from Meijer to help with engineering cost to help connect the trail from Bunkerhill Rd. to the town center property via the 3 different identified routes.

3. Grand Traverse Regional Land Conservancy

- Matt went over the process the Conservancy follows in choosing to support a project. Matt said the Management team is excited about the project and will be going to GTRLC board for a vote February 25th.
- Emphasized importance of communication, coordination and leadership of the fundraising effort.
- Matt discussed need for the development of a Memorandum of Understanding.
- Project budget and need for the conservancy to fund raise above Acme's need to pay for its costs associated with this effort.

4. Committee Member Actions

- Timmins reported on meeting with Jim Moore from the disabilities network, see attached.
- Winter/LaPoint talked about autumn olive progress.
- 1. Eagle project done- buckhorn baggies.
- 2. 3 brush piles being combined and burned by Tom as soon as there is snow on the ground and he can get a permit.
- 3. Met with Land Conservancy to fine tune a work plan involving Americorp volunteers who are mapping the slopes and lower shelf's will be hand removing autumn olive, township will pay for supplies. May need another volunteer day.
- 4. Rough grouse society going into the upper shelf between June and Aug. to tackle the worst of the problem with a machine. Will let grasses take over and replant pine trees. Yearly maintenance will involve a bush mower to keep things managed.

F. NEW BUSINESS

1. Discussed the Memorandum of Understanding with Conservancy and TART
 - decided we would have 2 MOU'S. One with TART and the Township for the 3 trail connections and one with the Conservancy, TART and the township from Bunkerhill through N. Bayside park.
 - The three organizations will work on their end of the MOU's and come back together. Will have a draft for the board to review at for the January 5th. board meeting.
 - Conservancy is moving away from MOU's to Project Agreements. We will be looking at using a project agreement instead of MOU's because Project Agreements are more legally binding.

2. Functional Use Diagram

- Klaus clarified that he is working as part of the Gosling and Czubak team and will be working with at least 2 other people in his office to make this happen.
- Clarified the time line of deliverables. Klaus asked for a meeting in January with the committee to discuss design development.
- February is when the committee will see the deliverables.
- The plan will be a preliminary plan, not a detailed designed development drawing.
- The township will be able to tweak the plan when it goes to a designed development drawing at this time we are working on the big picture.
- Questions Klaus asked the committee to think about: How do people use the park?
Functionality -How do people use sub-spaces in the park? How do they arrive at the park?
How do they safely access parking. How do people circulate within the park?
- Klaus identified three “point getters” for the MDNR grant, and Acme can meet all of these:
 - 1) match over 25%
 - 2) trail connectivity and trail head.
 - 3) Universal accessibility. Natural resource access is another bonus.
- Committee discussed how to balance parking with alternative accessibility by other modes of transportation.
- Short discussion on the feasibility of purchasing other property around park areas that could be used for parking to save maximum of park property for recreation.
- Klaus went over the initial larger overall concerns that have to be looked at: Grading, stormwater management for migrating water; introduction of walk ways to move people around the park; adding areas for people to enjoy the park-- shade areas, pavilion etc.
- Committee discussed buffers to help block the high density areas that surround the park to help block noise and give park-goers a more enjoyable experience.
- Committee discussed putting storm water controls back behind the shell station, as well as what a 2nd entrance to park off Shore rd. might look like.
- Committee discussed how N. Bayside is on the water trail map. The township doesn't plan to have a designated launch at North Bayside park, just beach access and amenities. The plan for the future is for South Bayside park to have a Kayak launch.
- Committee members discussed the flow of people through the park and how they would move from one space to the next. The idea of creating a trail system to walk/bike within the park and connect with the greater regional trail system was supported as well as using winding trails as a natural traffic calming technique within the parks.
- Klaus encouraged the team to look at how the spaces flowed together, and how to give them functional supports such as bathrooms, water, seating etc.
- Conversation took place about making the park more sensitive to the people who use it and not the cars driving by. Leave smaller view scape for cars to see while providing a buffer for the park users.

- Committee members agreed that a play ground area is wanted. Members would like it to be in an area visible from the beach and open space area and not tucked away. Talked about putting volley ball court where the old play ground is now, if there is room and demand for it. People agreed that a volley ball court would be nice but don't want to give up to much of the grass area.
- Committee talked about having a second drop off at the other end of the park with possibly a few handicap parking spots. Many on the committee like this idea.
- Committee talked about and agreed with keeping a large green area open to be used as individual park users decide. Other ideas that were supported including: having a barrier that separates the park from the road, with cut outs for the view as you go by; being able to see water but having plantings to buffer sound and give park users more privacy.

The small building on the south end of the property is used for park maintenance equipment.

Committee members agreed we would like to keep access to the shed.

- Committee discussed and supported using deeper rooting grasses, native plants and having moisture sensors to cut down on water usage.
- Klaus brought to the committee's attention the need to redo the area in front of the existing restrooms and how it is an opportunity to blend the old resources with the new.
- Acme has a current grooming permit for 1/3 of the beach at N. Bayside park.
- Klaus clarified the importance of developing a whole park plan first before identifying the components that make up phase 1.
- Committee supported having an internal walking loop that is easily measurable for exercise purposes.
- Committee discussed the possibility of having boats parking up close to the beach as the area becomes more popular. Talked about ways to limit the boat parking in the future.
- Committee members talked about having amenities for multi-generations. DeMarsh shared his knowledge of the 70+ crowd and how they have limited demands of a park. They would like to have places to sit, areas to watch others doing activities, view scape and shaded seating areas. They average about 45 minutes a visit. Wentzloff talked about attracting younger people into our community with the amenities they desire and providing amenities for families with kids.

Jenema asked if there was anyone who was at the meeting that didn't want to be on the committee, as the board would be looking at the structure of this committee in January.

Winter started discussion on Design Standards. Asked for Steve and Klaus's help to come up with standards.

Steve will come back with Architectural standards and Klaus will come back with the site and landscaping standards. The committee can then look at it all and decide what will work best. The standards would be something Acme could implement community wide.

Committee discussed the three large willows, keeping the one on the far south end if it is healthy enough, while cutting the 2 others that are hazards and keep losing limbs. Klaus suggest that the township plans for the trees that are wanted so they can be made features of the park.

Committee discussed needing to look at combining park parcels due to different rules on each parcel and how grant funds can be applied. More research is needed. Shawn is looking into it.

H. Public comment- none

Motion to Adjourn Jenema, Second by Feringa

Adjourn.

12/15/2015

Feed back on ADA compliance

Met with Jim Moore from the Disabilities Network. The Disabilities Network is supportive and said they will write of letter of committment to help with fund raising for all things related to ADA compliance. Dayna Valpey is their fund raiser, I will be speaking with her after the holidays. Their campaign is called, Access for everyone.

- Two types of mobile mats discussed.

1) Brock Dock- Consist of a more solid snap together unit, like plastic decking. Stays in place better than the Mobi Mat and offers side platforms where benches can be placed. Due to it's solid materials requires more frequent sweeping off. Not easy to move for frequent beach grooming. Does not get placed directly up to or into the water. Needs to be removed and stored during winter months.

2) Mobi Mat- Consist of a flexible durable non-slip material that is easily rolled out and staked down to minimize the mats movement when in use or during weather events. It is made of a slightly porous material that requires some sweeping, but less than the Brock Dock. It is able to go directly into the water offering wheel chair or walker access directly to the waters edge. Easier to lift and move when using the beach groomer. Needs to be rolled up and stored for winter.

- Mobi Chair- is a wheel chair that has floats on it allowing users to enter the water in a wheel chair and than use the same chair to float. Suggested it be something that is checked out to insure the chairs return and care.
- For Visually impaired-
 1. Audible cross walks that count down for them.
 2. Maps on website that show accessibility and are adaptable to a screen reader.
 3. Marks on trail to show cross walks or other turn off points of interest.
- Extra thoughts
 1. Supports having handicap parking on both sides of North Bayside park.
 2. Would like to see small seating areas in nooks off the trail to provide rest frequently for those with limited mobility.

User: CATHY DYE

DB: ACME TOWNSHIP

Check #	Check Date	Amount	Bank	Vendor Code	Voided	Vendor Name
23474	01/06/2016	73.91	CHASE	0000000300	N	ACE HARDWARE
23481	01/06/2016	320.88	CHASE	0000004460	N	DTE ENERGY
23504	01/06/2016	418.72	CHASE	0000002900	N	CHERRYLAND RURAL ELECTRIC
23505	01/21/2016	1,329.61	CHASE	00002880	N	CHASE USA
23506	01/21/2016	485.42	CHASE	0000003300	N	CONSUMERS ENERGY
23507	01/21/2016	400.00	CHASE	4416	N	NEOFUNDS BY NEOPOST
23508	01/21/2016	153.48	CHASE	0000017150	N	PETTY CASH
23509	01/21/2016	98.21	CHASE	0000020450	N	SHELL OIL COMPANY
23510	01/21/2016	25.00	CHASE	STATE	N	STATE OF MICHIGAN TAX TRIBUN
23511	01/21/2016	286,767.69	CHASE	0000007950	N	GRAND TRAVERSE METRO ESA
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Vendor 0000000520 - A & D ASSESSING:							
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7332	A & D ASSESSING	02/02/2016	02/02/2016	3,333.34	3,333.34	Open	N
	ASSESSING	CATHY DYE					02/02/2016
	101-209-803.002	ASSESSING CONTRACT SERVICES		3,333.34			
	Total for vendor 0000000520 - A & D ASSESSING:			3,333.34	3,333.34		
Vendor 0000000503 - AMERICAN WASTE:							
1322659							
7369	AMERICAN WASTE	02/02/2016	02/02/2016	50.00	50.00	Open	N
	GARBAGE, 6042 ACME ROAD	CATHY DYE					02/02/2016
	101-265-930.000	REPAIRS & MAINT		50.00			
	Total for vendor 0000000503 - AMERICAN WASTE:			50.00	50.00		
Vendor BRICK - BRICK HOUSE INTERACTIVE:							
011216AT							
7342	BRICK HOUSE INTERACTIVE	02/02/2016	02/02/2016	570.00	570.00	Open	N
	4GB DATA STORAGE (ANNUAL FEE)	CATHY DYE					02/02/2016
	101-101-804.000	SOFTWARE SUPPORT & PROCESSIN		570.00			
	Total for vendor BRICK - BRICK HOUSE INTERACTIVE:			570.00	570.00		
Vendor 0000002990 - CINTAS CORP #729:							
729777180							
7337	CINTAS CORP #729	02/02/2016	02/02/2016	46.01	46.01	Open	N
	RUGS	CATHY DYE					02/02/2016
	101-265-930.000	REPAIRS & MAINT		46.01			
	Total for vendor 0000002990 - CINTAS CORP #729:			46.01	46.01		
Vendor 0000003300 - CONSUMERS ENERGY:							
DEC-JAN 2016							
7365	CONSUMERS ENERGY	02/02/2016	02/02/2016	938.16	938.16	Open	N
	ELECTRIC	CATHY DYE					02/02/2016
	101-265-920.000	ELECTRIC UTILITIES TOWNHALL-6042 ACME		892.98			
	101-265-920.000	ELECTRIC UTILITIES TOWNHALL-5875 US HWY		22.59			
	101-265-920.000	ELECTRIC UTILITIES TOWNHALL-5827 US HWY		22.59			
OCT-NOV 2015							
7368	CONSUMERS ENERGY	02/02/2016	02/02/2016	38.66	38.66	Open	N
	STREET LIGHTS	CATHY DYE					02/02/2016
	101-265-921.000	STREET LIGHTS- 5741 LAUTNER RD		9.04			
	101-265-921.000	STREET LIGHTS-5741 LAUTNER RD		29.62			

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Total for vendor 0000003300 - CONSUMERS ENERGY:				976.82	976.82		
Vendor 0000003400 - CULLIGAN WATER, MCCARDEL:							
12/28/15							
7347	CULLIGAN WATER, MCCARDEL	02/02/2016	02/02/2016	17.00	17.00	Open	N
	WATER, DELIVERY, RENTAL	CRISTY DANCA					02/02/2016
	101-265-930.000	REPAIRS & MAINT		17.00			
Total for vendor 0000003400 - CULLIGAN WATER, MCCARDEL:				17.00	17.00		
Vendor CWC - CWC CHEMICAL:							
P003650801010							
7354	CWC CHEMICAL	02/02/2016	02/02/2016	225.00	225.00	Open	N
	EMIX BAS2 HERBICIDE FOR YCNA AUTUM	CRISTY DANCA					02/02/2016
	101-750-930.000	REPAIRS & MAINT		225.00			
Total for vendor CWC - CWC CHEMICAL:				225.00	225.00		
Vendor 0000003830 - DAN HELSEL'S TREE SERVICE:							
1/5/2016							
7348	DAN HELSEL'S TREE SERVICE	02/02/2016	02/02/2016	14,000.00	14,000.00	Open	N
	SAYLOR PARK STORM DAMAGE TREE & BR	CRISTY DANCA					02/02/2016
	101-750-930.000	REPAIRS & MAINT		14,000.00			
JAN 5, 2016							
7349	DAN HELSEL'S TREE SERVICE	02/02/2016	02/02/2016	20,000.00	20,000.00	Open	N
	SAYLOR PARK BOAT LAUNCH AND PARKIN	CRISTY DANCA					02/02/2016
	401-000-930.002	PARKS & RECREATION EXPENDITURE		20,000.00			
Total for vendor 0000003830 - DAN HELSEL'S TREE SERVICE:				34,000.00	34,000.00		
Vendor 0000007250 - GINOP SALES:							
DECEMBER 2015							
7346	GINOP SALES	02/02/2016	02/02/2016	25.94	25.94	Open	N
	WP52059 TIRE SEALANT, INNERTUBE FO	CRISTY DANCA					02/02/2016
	101-750-930.000	REPAIRS & MAINT		25.94			
Total for vendor 0000007250 - GINOP SALES:				25.94	25.94		
Vendor 0000007675 - GOSLING CZUBAK ENGR:							
74569							
7350	GOSLING CZUBAK ENGR	02/02/2016	02/02/2016	755.00	755.00	Open	N
	REVIEW APT SITE STORMWATER CALCULA	CRISTY DANCA					02/02/2016
	101-410-803.004-078	ENGINEERING SERVICES T&A		755.00			

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
74549 7351	GOSLING CZUBAK ENGR WATERWAYS CONTRACT FINAL ENGINEERI 401-000-803.000	02/02/2016 CRISTY DANCA PLANNER SERVICES	02/02/2016	5,679.00 5,679.00	5,679.00	Open	N 02/02/2016
74563 7356	GOSLING CZUBAK ENGR N. BAYSIDE PARK DESIGN AND GRANT S 208-000-930.005	02/02/2016 CRISTY DANCA SHORELINE REDEVELOPMENT	02/02/2016	845.00 845.00	845.00	Open	N 02/02/2016
Total for vendor 0000007675 - GOSLING CZUBAK ENGR:				7,279.00	7,279.00		

Vendor 7890 - GRAND TRAVERSE COUNTY:

91215, 91216 7343	GRAND TRAVERSE COUNTY DPW-ACME SEWER, ACME WATER-HOPE VI 590-000-956.003	02/02/2016 CATHY DYE HOCH ROAD #697 EXP	02/02/2016	26,754.69 1,783.54 23,501.89 1,469.26	26,754.69	Open	N 02/02/2016
590-000-956.001 OPERATING & MAINT EXP							
590-550-450.000 USAGE FEES							
Total for vendor 7890 - GRAND TRAVERSE COUNTY:				26,754.69	26,754.69		

Vendor 0000007950 - GRAND TRAVERSE METRO ESA:

802 7353	GRAND TRAVERSE METRO ESA PART-TIME EMS STAFFING FOR DECEMBE 206-000-802.004	02/02/2016 CRISTY DANCA CONTRACTED EMPLOYEE SERVICES	02/02/2016	6,911.89 6,911.89	6,911.89	Open	N 02/02/2016
805 7370	GRAND TRAVERSE METRO ESA 2015 TOWNSHIP ALLOCATION OF METRO' 206-000-805.000	02/02/2016 CATHY DYE METRO FIRE CONTRACT	02/02/2016	2,997.00 2,997.00	2,997.00	Open	N 02/02/2016
Total for vendor 0000007950 - GRAND TRAVERSE METRO ESA:				9,908.89	9,908.89		

Vendor GREAT - GREATAMERICA FINANCIAL SVCS:

18167624 7357	GREATAMERICA FINANCIAL SVCS COMPUTERS 101-101-804.000	02/02/2016 CATHY DYE SOFTWARE SUPPORT & PROCESSIN	02/02/2016	311.65 311.65	311.65	Open	N 02/02/2016
Total for vendor GREAT - GREATAMERICA FINANCIAL SVCS:				311.65	311.65		

Vendor 0000010300 - INTEGRITY BUSINESS SOLUTIONS:

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DB: ACME TOWNSHIP

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OPEN

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
1313287-0 7334	INTEGRITY BUSINESS SOLUTIONS W2 AND ENVELOPES 101-265-726.000	02/02/2016 CATHY DYE	02/02/2016	54.00 54.00	54.00	Open	N 02/02/2016
1323653-0 7335	INTEGRITY BUSINESS SOLUTIONS STAMPS,HIGHLIGHTERS,PEN, RULER, RU 101-265-726.000	02/02/2016 CATHY DYE	02/02/2016	155.81 155.81	155.81	Open	N 02/02/2016
1328603-0 7358	INTEGRITY BUSINESS SOLUTIONS W-3 FORM 101-265-726.000	02/02/2016 CATHY DYE	02/02/2016	1.00 1.00	1.00	Open	N 02/02/2016
Total for vendor 0000010300 - INTEGRITY BUSINESS SOLUTIONS:				210.81	210.81		

Vendor 0000011105 - KCI:

178130 7336	KCI POSTAGE FOR ASSESSMENT NOTICES 101-215-726.000	02/02/2016 CATHY DYE	02/02/2016	1,227.21 1,227.21	1,227.21	Open	N 02/02/2016
Total for vendor 0000011105 - KCI:				1,227.21	1,227.21		

Vendor 0000011800 - KOPY SALES INC.:

98657, 98658 7352	KOPY SALES INC. B&W AND LEVEL 1, LEVELS 2 & 3 101-265-930.000	02/02/2016 CRISTY DANCA	02/02/2016	222.89 222.89	222.89	Open	N 02/02/2016
Total for vendor 0000011800 - KOPY SALES INC.:				222.89	222.89		

Vendor 0000012500 - KWIK PRINT:

99663 7341	KWIK PRINT ENVELOPES 101-265-726.000	02/02/2016 CATHY DYE	02/02/2016	75.10 75.10	75.10	Open	N 02/02/2016
Total for vendor 0000012500 - KWIK PRINT:				75.10	75.10		

Vendor 0000014412 - NETONE COMMUNICATIONS INC:

18394 7366	NETONE COMMUNICATIONS INC INTERNET SERVICES 2/11/16 TO 2/11 101-101-946.001	02/02/2016 CATHY DYE	02/02/2016	104.00 104.00	104.00	Open	N 02/02/2016
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01/27/2016 02:08 PM
User: CATHY DYE
DB: ACME TOWNSHIP

INVOICE REGISTER REPORT FOR ACME TOWNSHIP
EXP CHECK RUN DATES 01/07/2016 - 02/02/2016
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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
	Total for vendor 0000014412 - NETONE COMMUNICATIONS INC:			104.00	104.00		
Vendor 0000015070 - NORTHERN MICHIGAN JANITORIAL S:							
20016 7339	NORTHERN MICHIGAN JANITORIAL S VACUUM BAGS 101-265-930.000	02/02/2016 CATHY DYE REPAIRS & MAINT	02/02/2016	22.95 22.95	22.95 22.95	Open	N 02/02/2016
	Total for vendor 0000015070 - NORTHERN MICHIGAN JANITORIAL S:			22.95	22.95		
Vendor 0000016245 - OLSON, BZDOK&HOWARD, P.C:							
JAN 13, 2016 7340	5385M OLSON, BZDOK&HOWARD, P.C ATTORNEY 101-101-802.002 101-410-802.002 101-101-802.001 101-410-802.002	02/02/2016 CATHY DYE ATTORNEY SERVICES ATTORNEY SERVICES ATTORNEY SERVICES LITIGATION ATTORNEY SERVICES	02/02/2016	2,122.50 1,015.07 484.93 52.50 570.00	2,122.50 2,122.50	Open	N 02/02/2016
	Total for vendor 0000016245 - OLSON, BZDOK&HOWARD, P.C:			2,122.50	2,122.50		
Vendor 0000017800 - PRINTING SYSTEMS INC:							
93240 7360	PRINTING SYSTEMS INC AV APPLICATIONS 101-191-726.000	02/02/2016 CATHY DYE SUPPLIES & POSTAGE	02/02/2016	68.75 68.75	68.75 68.75	Open	N 02/02/2016
	Total for vendor 0000017800 - PRINTING SYSTEMS INC:			68.75	68.75		
Vendor 0000021450 - T C TALUS:							
DECEMBER 21, 2015 7344	T C TALUS 2016 ACME TOWNSHIP TC-TALUS DUES 101-000-994.000	02/02/2016 CRISTY DANCA TC TALUS CONTRACT SERVICES	02/02/2016	1,000.00 1,000.00	1,000.00 1,000.00	Open	N 02/02/2016
	Total for vendor 0000021450 - T C TALUS:			1,000.00	1,000.00		
Vendor 0000021700 - THIRLBY AUTOMOTIVE:							
183562, 188998 7367	THIRLBY AUTOMOTIVE HEADLIGHT, WIPER BLADE 101-750-930.000 101-750-930.000	02/02/2016 CATHY DYE REPAIRS & MAINT REPAIRS & MAINT	02/02/2016	38.66 28.39 10.27	38.66 38.66	Open	N 02/02/2016
	Total for vendor 0000021700 - THIRLBY AUTOMOTIVE:			38.66	38.66		

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User: CATHY DYE
DB: ACME TOWNSHIP

INVOICE REGISTER REPORT FOR ACME TOWNSHIP
EXP CHECK RUN DATES 01/07/2016 - 02/02/2016
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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						

Vendor 0000022000 - TRAVERSE CITY RECORD EAGLE:

12156							
7355	TRAVERSE CITY RECORD EAGLE	02/02/2016	02/02/2016	197.75	197.75	Open	N
	BOARD OF TRUSTEES NOV 10, 2015 MTG CRISTY DANCA						02/02/2016
	101-101-900.000 PUBLICATIONS			78.50			
	101-410-900.000 PUBLICATIONS			119.25			
	Total for vendor 0000022000 - TRAVERSE CITY RECORD EAGLE:			197.75	197.75		

Vendor 0022150 - TRUGREEN COMMERCIAL:

7001022932							
7338	TRUGREEN COMMERCIAL	02/02/2016	02/02/2016	90.00	90.00	Open	N
	SALT CATHY DYE						02/02/2016
	101-265-930.000 REPAIRS & MAINT			90.00			
	Total for vendor 0022150 - TRUGREEN COMMERCIAL:			90.00	90.00		

Vendor WYANT - WYANT COMPUTER SERVICES:

MS18578							
7345	WYANT COMPUTER SERVICES	02/02/2016	02/02/2016	1,089.00	1,089.00	Open	N
	WORKSTATION GOLD, MONITORING, MAIN CRISTY DANCA						02/02/2016
	101-101-804.000 SOFTWARE SUPPORT & PROCESSIN			1,089.00			
	Total for vendor WYANT - WYANT COMPUTER SERVICES:			1,089.00	1,089.00		

01/27/2016 02:08 PM
User: CATHY DYE
DB: ACME TOWNSHIP

INVOICE REGISTER REPORT FOR ACME TOWNSHIP
EXP CHECK RUN DATES 01/07/2016 - 02/02/2016
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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date

# of Invoices:	33	# Due:	33	Totals:	89,967.96	89,967.96	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	

Net of Invoices and Credit Memos:

89,967.96	89,967.96
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--- TOTALS BY BANK ---

CHASE	GENERAL FUND	37,534.27
SEWER	ACME RELIEF SEWER	26,754.69
PARKS	SAYLER PARK BOAT LAUNCH	25,679.00

--- TOTALS BY GL DISTRIBUTION ---

101-000-994.000	TC TALUS CONTRACT SERVICES	1,000.00
101-101-802.001	ATTORNEY SERVICES LITIGATION	52.50
101-101-802.002	ATTORNEY SERVICES	1,015.07
101-101-804.000	SOFTWARE SUPPORT & PROCESSIN	1,970.65
101-101-900.000	PUBLICATIONS	78.50
101-101-946.001	SUPPLIES/POSTAGE	104.00
101-191-726.000	SUPPLIES & POSTAGE	68.75
101-209-803.002	ASSESSING CONTRACT SERVICES	3,333.34
101-215-726.000	SUPPLIES & POSTAGE	1,227.21
101-265-726.000	SUPPLIES & POSTAGE	285.91
101-265-920.000	ELECTRIC UTILITIES TOWNHALL	938.16
101-265-921.000	STREET LIGHTS	38.66
101-265-930.000	REPAIRS & MAINT	448.85
101-410-802.002	ATTORNEY SERVICES	1,054.93
101-410-803.004-078	ENGINEERING SERVICES T&A	755.00
101-410-900.000	PUBLICATIONS	119.25
101-750-930.000	REPAIRS & MAINT	14,289.60
206-000-802.004	CONTRACTED EMPLOYEE SERVICES	6,911.89
206-000-805.000	METRO FIRE CONTRACT	2,997.00
208-000-930.005	SHORELINE REDEVELOPMENT	845.00
401-000-803.000	PLANNER SERVICES	5,679.00
401-000-930.002	PARKS & RECREATION EXPENDITURE	20,000.00
590-000-956.001	OPERATING & MAINT EXP	23,501.89
590-000-956.003	HOCH ROAD #697 EXP	1,783.54
590-550-450.000	USAGE FEES	1,469.26

INVOICE REGISTER REPORT FOR ACME TOWNSHIP
EXP CHECK RUN DATES 01/07/2016 - 02/02/2016
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution							
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			26,780.38	26,780.38		
	206 - FIRE FUND			9,908.89	9,908.89		
	208 - PARK FUND			845.00	845.00		
	401 - SAYLER PARK BOAT LAUNCH CAP			25,679.00	25,679.00		
	590 - ACME RELIEF SEWER			26,754.69	26,754.69		
--- TOTALS BY DEPT/ACTIVITY ---							
	000 -			62,718.32	62,718.32		
	101 - TOWNSHIP BOARD OF TRUSTEES			3,220.72	3,220.72		
	191 - ELECTION EXPENDITURES			68.75	68.75		
	209 - ASSESSOR'S EXPENDITURES			3,333.34	3,333.34		
	215 - CLERK'S EXPENDITURES			1,227.21	1,227.21		
	265 - TOWNHALL EXPENDITURES			1,711.58	1,711.58		
	410 - PLANNING & ZONING EXPENDITU			1,929.18	1,929.18		
	550 - HOPE VILLAGE- WATER			1,469.26	1,469.26		
	750 - MAINT & PARKS EXPENDITURES			14,289.60	14,289.60		

To: Acme Township Trustees
From: Brian Kelley

February 2, 2016

Good Evening,

I read with interest the packet materials regarding the replacement of the so-called 'backup pump' for the Hope Village well.

While I don't recall reading a root cause for the failure, the inspection report seems to suggest that a lack of use, and perhaps regular maintenance and flushing, may have contributed to the clogging and failure of the backup pump.

Did the backup system get sufficient regular use? Is there a maintenance plan in place to prevent problems like this in the future? Is that plan documented, are logs kept, and reviewed by the township? Who is responsible for that maintenance, and the cost? Should any changes be made to increase the regular utilization of the backup well?

Is there other key township infrastructure - wells or otherwise - that could benefit from similar preventative maintenance and monitoring?

Given the significant cost to taxpayers, I know the township will take any reasonable steps necessary to prevent similar failures, and ensure that best practices are being followed.

Thank you in advance for your attention to these concerns.

Brian Kelley

Jay Zollinger

From: Ellen Ernst Kossek <ekossek@gmail.com>
Sent: Monday, February 01, 2016 8:50 AM
To: Jay Zollinger
Subject: Concern with no Friday hours

Dear Acme township

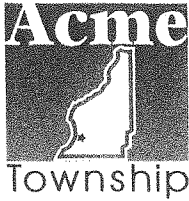
I would like to voice concern regarding the decision to close your offices 100percent on Fridays. I feel this does not serve the public and disenfranchises people before the election.

If you are trying to cut labor costs, please consider staggered hours and cross training and staffing the office with one person on either Friday afternoons or Saturday mornings. Being closed entirely for 3 days is not serving the citizens well. Being open one or two nights until 6:30 is a good idea but it is not a substitute for being closed 3 days in a row. Please seriously reconsider your decision to close 3 days in a row and discuss being open Saturday mornings or Friday afternoons. I bet it will be one of your busiest days. I think the new hours are not serving my needs. Friday afternoons is usually when I am able to use your services or I would definitely appreciate Saturday mornings like the bunker hill post office is open.

Sincerely

Ellen Kossek
8751 Woodridge drive
Williamsburg, Michigan 49690

Sent from my iPad



Memo

To: John Divozzo
From: Jay B Zollinger,
Date: January 19, 2016

Re: Hope Village Water-Pump Replacement

John Divozzo,

Acme Township Owns the Hope Village water system and has received your letter concerning replacement of one of the Well Pumps on the Hope village Water System.

This is our approval under My Signature based on the emergency conditions we are in to move ahead on getting this pump replaced and to bill Acme Township for said work at the price not to exceed \$20,000. It's our understanding the billing might be about \$18,945 which was provided by Layne Well service.

Having Hope Village Senior center without a backup pump for very long is probably not a good Idea as the Michigan Public has heighten awareness of providing Quality reliable water service.

Jay B. Zollinger, For Acme Township Board

Acme Township Supervisor

RESOLUTION OF THE ACME TOWNSHIP BOARD OF TRUSTEES
RESOLUTION #R-2016_-
Resolution on Budget Amendments
Various fund moves adjustments 2015/2016Township Budget
February 2, 2016

At a Board meeting of the Acme Township Board of Trustees, held on February 2, 2016, the Acme Township Board of Trustees, on a motion made by ____ and seconded by _____,

The following resolution:

Whereas, at the Acme Township Board meeting held February 2 ,2016, Resolution R-2016- was approved to make fund moves to bring the2015-16 Budget in balance and improve our 2015-16 audit.

Whereas; The Fund's listed below have a budget correction to be made. The following Fund's have budget amounts resulting in a change in our Hope Village Water Budget fund 590-550. These funds increases are being done to move money from 590 Fund Balance to the Hope village Water fund to pay for a pump replacement. Please refer to the following data below.

Transaction	Description	Fund	Dept.	Line	Amend Amount	Beginning Balance	New Balance
From	Sewer/water fund balance	590	000		\$18,945.00	\$25,110.91	\$ 6165.91
To	Water/repairs & Maintance	590	550	956.001	\$18,945.00	\$14,000.00	\$ 32,945.00
From							
To							
From							
To							
From							
To							

Now therefore be it resolved that the Acme Township Board approves this request.

Township Board members: Present:

Absent:

Upon roll call, the following vote was cast:

Aye:

Nay: 0

Abstaining: 0

Jay B. Zollinger Acme Township Supervisor

Cathy Dye Acme Township Clerk

11/20/2016



01/15/2016

Sam Tyson
Grand Traverse County
Manager Public Works Dept.
Traverse City, MI 49684

RE: Acme Township Well 1 rehab proposal

Dear Mr. Tyson

Thank you for the opportunity to present this proposal to rehabilitate well #1 for Acme Township Hope Village development. Layne presents the following Scope of Work.

- Mobilize to site
- Pull submersible pump and motor. Video/TV well (Completed on 01/14/2016)
- 2 Per diem

Evaluation of the video and pictures of pump indicate that the Well screen is almost completely blocked with an Algae/bio film material. Some iron encrustation also exists. The 6" PVC casing appears to be in good condition with some algae material growing at the seams of the pipe. An Estimated 8 to 10ft of fill material is at bottom of screen. Well video and pictures will be provided to customer for review.

Existing pump is a Berkley pump cast iron bowl 6T25HP 11 stage rated at 190GPM @ 486TDH

Existing motor is a Franklin Electric 30HP with a restrictor plate
The pump discharge is almost completely blocked with iron encrustation.

Layne Recommendations: Layne recommends replacing Berkeley pump and motor with a Grundfos SS 7 Stage model 230S250-7 with a Franklin Electric 25HP Motor. The pump and motor were installed in 1996 and are well past there useful life. The cost to bring back, inspect and try to rehabilitate the pump bowl could easily be as much as a new bowl assembly. The motor is not able to be rehabilitated.

The SS properties of the pump will have better resisting capability against iron and bio film encrustation.

Existing Lemco drawdown seal should be reinstalled due to high drawdown capacity of this well and overall protection for pump.

WATER RESOURCES

Additional parts should be replaced, 3" Galvanized pipe, Nipples, Check valves, Electrical wire, O rings, splice kits, Airline and Gauge, Lemco drawdown seal.

Based on the known operation pressure of 70PSI and Pumping level of 172ft the recommended capacity of pump should be as follows

$$70\text{psi} \times 2.31 = 162\text{ft head} + 172\text{ft pumping level} + 20\text{ft friction loss} = 345\text{TDH}$$

190GPM @ 345TDH

The Existing pump appears to be oversized for the TDH needed for this application

Recommended Cleaning Procedure for well 1:

- Layne's cleaning procedure is limited due to environmental concerns of introducing an acid solution to this area and being close to a small creek/river bed.
- Mobilize to and from job site from Lansing yard. *The estimated time to complete this process is 9 hours*
- Swab screen with chlorine and a 4" bristle brush to loosen material. Airlift to waste
- A chlorine solution of 500ppm will be introduced into the well with an Oximate chlorine enhancer, and swabbing the screen and casing with a K packer. Leave in overnight. The fill and debris generated by this process will be neutralized and pumped to waste. *The estimated time to complete this process is 12 crew hours.*
- Reinstall new submersible pumping equipment. *The estimated time to complete this process is 3 crew hours*
- Disinfect well by bulk chlorination. Flood the well with 500 gallons chlorine solution. Operate pump to move chlorinated water into the pipeline. Allow contact time. Neutralize and pump to waste. *The estimated time complete this process is 5 crew hours*
- Conduct post rehabilitation performance test. No Charge
- Collect 1st Bac T sample
- Clean up site and demobilize.
- 2nd bacte Sample by Grand Traverse County
- 4 per diem

Estimated time to complete this project:

Pump has a 3 day lead time.

Actual job sight time estimated at 3 days

For this project, Layne will include a 2 year warranty on labor and materials, and a 3 year warranty on the submersible motor.

WATER RESOURCES

Estimated Cost for Grand Traverse County to complete this project is below:

Pump Pull, Inspection and Televising (Completed)	\$3,250.00
Cleaning, Reinstallation, Performance tests and bact T	\$6,770.00
Pump Replacement Parts (See below)	\$8,925.00

Total Price \$18,945.00

1	25hp motor. FE Dual Voltage 2506FDV
1	Submersible pump end. 190 GPM @345' Grundfos 230S250-7
200	ft. 8-3w/grd flat sub wire
2	ea. Splice kits
1	3" DI check valve
2	UG-15 Baker O ring 6"
189	ft. 3" Galvanized Pipe x 21ft
2	3" x 12" Galvanized Nipples
1	Airline Gauge and Fitting
15	gallons chlorine
2	gallon Oximate
1	6 x 3 Lemco Drawdown Seal
1	Misc. Consumables 1 bag sodium bisulfate etc.

Once again, thank you for this opportunity. If you have any questions or would like more information, please feel free to contact me. My office phone number is (517) 323-4931. My mobile phone number is (517)648-1228. My e-mail address is ted.batkie@layne.com

Sincerely,
Layne Christensen Company

Theodore Batkie

Theodore Batkie
Account Manager

**RESOLUTION OF
THE ACME TOWNSHIP
BOARD OF TRUSTEES
RESOLUTION #R-2016 _____**

REQUIRED PENSION PROTECTION ACT (PPA) RESTATEMENT PROCESS

At a meeting of the Acme Township Board of Trustees, held on February 2, 2016, the Acme Township Board of Trustees, on a motion made by, _____ and seconded by _____ passed the following resolution:

Whereas, effective July 1, 2015, the following resolutions to restate the Acme Township Retirement Plan was duly adopted on February 2, 2016 during Acme Township Board of Trustees meeting. The approved plan amendment incorporates all of the required changes necessary under the Pension Protection Act (PPA) and incorporates the final 415 regulations, Eligible Automatic Contribution Arrangement (EACA), Qualified Automatic Contribution Arrangement (QACA), In- Plan Roth Conversions, Safe Harbor Suspensions, Worker, Retiree and Employee Recovery Act, Heart Act and other minor items from Notice 2010-90 that contain the 2010 Cumulative List of Changes in Plan Qualification Requirements.

RESOLVED, that the form of Plan presented to the Acme Township Board of Trustees is a Profit Sharing Plan as authorized under Internal Revenue Code sections 401(a) and 501(a). This restatement shall be effective July 1, 2015.

RESOLVED, that the Acme Township Retirement Plan and the Acme Township Retirement Plan presented to the Board of Directors are hereby adopted and approved and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Plan Administrator one or more counterparts of the Plan and Trust.

RESOLVED, that the proper Officers of the Employer shall act as soon as possible to notify employees of the Employer of the restatement of the Plan and Trust by delivering to each employee a copy of the Summary Plan Description of the Plan in the form of the Summary Plan Description presented to the Acme Township Board of Trustees, which form is hereby approved.

The undersigned further certifies that attached hereto as Exhibits A, B, and C respectively are true copies of the Acme Township Retirement Plan Adoption Agreement, Trust and Summary Plan Description approved and adopted in the above resolutions.

Township Board members present:

Absent:

Upon roll call, the following vote was cast:

Aye:

Nay:

Abstaining:

Jay B. Zollinger
Acme Township Supervisor
2/2/2016

Cathy Dye
Acme Township Clerk
2/2/2016

**ADOPTION AGREEMENT
FOR THE LOVASCO CONSULTING GROUP PROTOTYPE
NON-STANDARDIZED PROFIT SHARING PLAN
03-002**

**NON-STANDARDIZED PROTOTYPE
ADOPTION AGREEMENT
FOR THE LOVASCO CONSULTING GROUP
PROFIT SHARING PENSION PLAN**

The LoVasco Consulting Group Profit Sharing Plan ("the Plan") is hereby adopted by:

Acme Township
(the "Employer").

The Plan as applicable to the Employer shall be known as:

Acme Township Retirement Plan

☐ This Plan shall be funded solely by Insurance Contracts. (See Insurance Addendum)

The Effective Date of the Plan and Trust is: July 1, 2015. (May not be earlier than the first day of the initial Plan Year.)

Note: For New Plans, skip to Part I.

- ☐ a. The Plan is an amendment of a preexisting Plan that was originally effective as of: ____/____/____.
- ☒ b. The Plan is an amendment and restatement of a preexisting Plan that was originally effective as of: July 1, 2005.
- ☐ c. Frozen Plan. This Plan was frozen effective: ____/____/____.

*** CAUTION ***

*FAILURE TO FILL OUT THE ADOPTION AGREEMENT PROPERLY MAY
RESULT IN DISQUALIFICATION OF THE PLAN*

PART I. The following identifying information pertains to the Employer, the Plan and the Trust:

1. **Employer Address:** 6042 Acme Street
Williamsburg, MI 49690
2. **Employer Telephone:** (231) 938-1350
3. **Employer Tax ID:** 38-2281424
4. **Employer Fiscal Year End:** 06/30
5. **Three Digit Plan Number:** 002
6. **Plan Year:** 07/01 to 06/30
(Must be 12 consecutive months.)
7. **Short Plan Year:** ____/____/____ to ____/____/____
8. **Plan Agent:** Acme Township
6042 Acme Street
Williamsburg, MI 49690
(231) 938-1350
9. **Plan Administrator:** Acme Township
6042 Acme Street
Williamsburg, MI 49690
(231) 938-1350
10. **Plan Administrator ID Number:** 38-2281424
11. **IRS Determination Letter Date:** ____/____/____
(Leave blank for a new plan.)
12. **IRS File Folder Number:** _____
(Leave blank for a new plan.)

13. Legal Organization of Employer:

- ☐ a. Sole Proprietorship
- ☐ b. Partnership
- ☐ c. C Corporation
- ☐ d. S Corporation
- ☐ e. Limited Liability Company (LLC)
- ☐ f. Limited Liability Partnership (LLP)
- ☐ g. Not for Profit Corporation
- ☐ h. Professional Service Corporation
- ☒ i. Other: Government Entity
(Must be legal entity recognized under federal income tax laws)

14. Business Code: 921110
(as used on Form 5500; 6 digit NAICS)

15. State of Legal Construction: Michigan

16. Date Business Commenced: ____/____/____

17. Other Members of a Controlled Group or Affiliated Service Group:

(Only participating members should sign the Adoption Agreement. May check both controlled group and affiliated service group.)

- ☐ Controlled Group: (List participating members)
- ☐ Affiliated Service Group: (List participating members)

18. Trust Information:

Note: An executed copy of the Trust Agreement must be attached to this Plan. The Plan and Trust Agreement must be read and construed together. The powers, rights, and responsibilities of the Trustee shall be those specified in the Trust Agreement.

- a. Plan Trustees Jay B. Zollinger
6042 Acme Rd.
Williamsburg, MI 49690
(231) 938-1350
- b. Trust ID Number 38-2281424
- c. The Trust shall be known as: Acme Township Retirement Plan
- d. Trust document
 - ☒ d.1 The Plan will use the LoVasco Consulting Group trust approved by the IRS for use with this Plan.
 - ☐ d.2 The Plan will use the _____ approved by the IRS for use with this Plan.
 - ☐ d.3 The Plan will use a separate trust provided by the Trustee.
Note: The use of this trust causes loss of reliance on the opinion letter. The Plan is no

longer considered part of the pre-approved plan program.

e. Trustees as signatories to the Adoption Agreement, discretionary Amendments and Interim Amendments.

☒ e.1 Trustee must sign the Adoption Agreement, discretionary Amendments and Interim Amendments.

☐ e.2 Trustee does not sign the Adoption Agreement, discretionary Amendments and Interim Amendments.

PART II. The Plan contains certain design features intended to provide the statutory requirement or most commonly adopted feature but permits the selection of alternative features. **Unless specifically provided to the contrary, only one selection may be made for each design category.** Section references are to the Plan or the Trust. All capitalized terms are defined in the Plan or Trust.

A. Eligibility and Service Provisions

A1. Eligible Employees - All Employees, including Employees of certain related businesses and Leased Employees are eligible except for certain members of a collective bargaining unit and nonresident aliens with no U.S. source income, unless otherwise specified below. An Employer that is a member of a controlled group or affiliated service group must adopt this Plan for its Employees to be eligible to participate in this Plan. (Select all applicable. Selections other than a., d., and e. are not safe harbor and are subject to nondiscrimination testing.)

- ☒ a. All Employees are eligible except members of a collective bargaining unit and nonresident aliens with no U.S. source income. (Plan provision.)

In lieu of the Plan provision described in a., you may select the inclusions and exclusions below. For example, selecting only b. means that all Employees, including members of a collective bargaining unit, but excluding nonresident aliens with no U.S. income, will be eligible.

- ☐ b. Include members of collective bargaining unit.
- ☐ c. Include nonresident aliens with no U.S. source income.
- ☐ d. Exclude Employees acquired in a Code section 410(b)(6)(C) transaction.
- ☐ e. Exclude Employees not covered by a collective bargaining agreement with the following unions: _____
- ☐ f. Exclude Leased Employees.
- ☐ g. Exclude Key Employees.
- ☐ h. Exclude all Highly Compensated Employees.
- ☐ i. Exclude Highly Compensated Employees who are Key Employees.
- ☐ j. Exclude Self-Employed Individuals.
- ☐ k. Exclude Employees whose compensation is based solely on commissions.
- ☐ l. Exclude Employees that are paid on an hourly basis.
- ☐ m. Exclude Employees that have a stated salary and are not paid on an hourly basis.
- ☐ n. Exclude Employees who are not eligible for Employer-provided health and welfare benefits.
- ☐ o. Exclude Employees whose compensation does not include prevailing wage payments. Include only "prevailing wage" employees.
- ☐ p. Other: _____
(The exclusions entered here cannot result in the group of NHCEs participating under the Plan being only those NHCEs with the lowest amount of compensation and/or the shortest periods of Service and who may represent the minimum number of these Employees necessary to satisfy coverage under Code section 410(b).) (Cannot discriminate in favor of Highly Compensated Employees.)

A2. Highly Compensated Employee Determination - Highly Compensated Employee means any Employee who: (1) was a 5-percent owner at any time during the year or the preceding year, or (2) for the preceding year had compensation from the Employer in excess of \$80,000 (as adjusted by the Secretary pursuant to Code section 415(d)) and, if the Employer so elects, was in the top-paid group for the preceding year. The top-paid group election and the calendar year data election must apply consistently to the determination years of all plans of the Employer. (Select all applicable.)

- ☒ a. Plan Provision.
- ☐ b. Top-paid group election - Highly Compensated Employee determination limited to top 20%

of Employees by pay.

- ☐ c. Calendar year data election - Method for determining greater than \$80,000 in compensation (as adjusted by the Secretary pursuant to Code section 415(d)), uses compensation paid during the calendar year beginning with or within the Look-Back Year. (Not available for calendar year plans.)
- d. The employee census for all plans will be based on:
- ☒ d.1. The preceding Plan Year.
- ☐ d.2. The calendar year beginning within the preceding Plan Year.
- ☐ d.3. The 12 month period ending ____/____/_____. (Select this option when using the Plan Year of another plan of the Employer.)

A3. Computation Periods for Years of Service

Eligibility Computation Period - The initial Eligibility Computation Period begins on the Employment Commencement Date and ends on the anniversary thereof. The Eligibility Computation Periods subsequent to the initial Eligibility Computation Period:

- ☐ a. Continue to be based on the Employment Commencement Date. (Plans using the Elapsed Time Method for determining a Year of Service for Eligibility purposes must select this option.)
- ☒ b. Are the Plan Years beginning with the first Plan Year commencing prior to the first anniversary of the Employment Commencement Date. (Not available for Plans using the Elapsed Time Method for determining a Year of Service for Eligibility purposes.)

Computation Periods for Vesting Service and Credited Service - The computation period for a year of service shall be the 12 consecutive month period selected below:

Note: Credited Service is only applicable for Plans selecting Employer Contribution allocation formulas based on service (D8j, D8w, and D8y.). You may omit Credited Service selections unless required by the allocation formula.

Vesting Service	Credited Service	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	c. The Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	d. The Employee's Eligibility Computation Period.
<input type="checkbox"/>	<input type="checkbox"/>	e. The 12-month period ending on the employment anniversary date.
<input type="checkbox"/>	<input type="checkbox"/>	f. The calendar year ending with or within the Plan Year.

- A4. Hour of Service** - Service is credited on the basis of actual hours for which the Employee is paid or entitled to payment. The Employer may elect to use the Elapsed Time Method to determine years of service. (Complete a. or b. for each purpose.)

Service for Eligibility Purposes	Vesting Service	Credited Service	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Service is based on actual hours and following equivalency will be used when records of hours are not maintained: (Also select one of a1 through a4.)

Service for Eligibility Purposes	Vesting Service	Credited Service	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a.1 Days Worked - An Employee will be credited with 10 Hours of Service if he is credited with at least 1 Hour of Service during the day.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a.2 Weeks Worked - An Employee will be credited with 45 Hours of Service if he is credited with at least 1 Hour of Service during the week.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a.3 Semi-Monthly or Two-Week (Bi-weekly) Payroll Period - An Employee will be credited with 95 Hours of Service if he is credited with at least 1 Hour of Service during the payroll period.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a.4 Months Worked - An Employee will be credited with 190 Hours of Service if he is credited with at least 1 Hour of Service during the month.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Service is determined under the Elapsed Time Method, and fractional years are measured using: (Also select one of b1 through b5 and one of b6 through b9.)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b.1 Exact dates in years
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b.2 Exact dates in months
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b.3 Calendar month granted if Employee credited with an Hour of Service
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b.4 Nearest calendar months
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b.5 Completed calendar months
			and rounded to the nearest:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b.6 1/12th of a year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b.7 1/10th (.1) of a year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b.8 1/100th (.01) of a year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b.9 1/1000th (.001) of a year.

A5. Years of Service

Note: for Eligibility and Vesting purposes, no more than 1000 hours may be required, though a lesser number may be specified. For Credited Service, no more than 2000 hours may be required for a year of service, with proration required for 1000 hours or more.

Year of Service for Eligibility Purposes - If service for eligibility purposes based on Hours of Service, a Year of Service is granted for each computation period during which at least 1000 hours are credited, unless otherwise specified below. (Skip to Years of Vesting Service if Elapsed Time Method is selected for eligibility purposes. See Definition "Elapsed Time Method.")

- ☒ a. At least 1000 hours credited during an Eligibility Computation Period. (Plan provision.)
☐ b. _____ hours (not to exceed 1000) credited during an Eligibility Computation Period.

Years of Vesting Service (Select one of c. through e. or f.)

Determined based on Hours of Service Method using one of the following:

- ☒ c. At least 1000 hours credited during a computation period for Vesting Service. (Plan provision.)
- ☐ d. _____ hours (not to exceed 1000) credited during a computation period for Vesting Service.
- ☐ e. _____ Hours of Service (not to exceed 1000 hours), pro-rata year given if less than specified hours.
- ☐ f. Determined under the Elapsed Time Method using the following measure:
 - ☐ f.1. _____ months of service (May not require more than 12 months.)
 - ☐ f.2. _____ days of service (May not require more than 365 days.)

All Years of Vesting Service are taken into account UNLESS you exclude certain years. (Select either g. or any combination of h. through j.)

- ☐ g. Include all Years of Vesting Service.
- ☒ h. Exclude Years of Vesting Service prior to age 18.
- ☐ i. Exclude Years of Vesting Service prior to the original Effective Date of this Plan.
- ☐ j. Exclude Years of Vesting Service prior to the original effective date of predecessor plan - Effective date of predecessor plan: ____/____/____.

Year of Credited Service

Complete if the Employer Contribution allocation formula is based on Credited Service (D8j, D8w, or D8y) and Credited Service is based on Hours of Service. (If Credited Service is based on the Elapsed Time Method, omit and refer to the Definition "Elapsed Time Method.")

- ☐ k. _____ Hours of Service (not to exceed 1000).
- ☐ l. _____ Hours of Service, pro-rata year given if less than specified hours (Not to exceed 2000).
- ☐ m. _____ Hours of Service, pro-rata year given if less than specified hours provided at least _____ hours are earned (First blank not to exceed 2000, second blank not to exceed 1000).

Years of Credited Service are granted for:

- ☐ n. Years while a Participant.
- ☐ o. All years with the Employer.
- ☐ p. Limited to ____ years.

A6. Service with Predecessor Employers/Prior Employers - Service with Predecessor Employers is treated as service for the Employer, if the Employer maintains the plan of the Predecessor Employer. In all other cases, predecessor service is granted as specified below. Where applicable, identify the Predecessor Employer(s) and any document(s) that provide(s) for the crediting of service with such predecessor(s).

- ☒ a. No predecessor service is being granted.
- ☐ b. The Plan credits predecessor service as specified in this item b.

Service with the following entities shall be credited as service under this Plan:

Service with the above entities has been determined under the terms of the following documents, if any: _____

The granting of predecessor service is due to:

- ☐ b.1. Adoption of predecessor's plan.
- ☐ b.2. Merger of predecessor's plan and this plan.

- ☐ b.3. Spin-off of portion of predecessor's plan to form this Plan.
- ☐ b.4. Termination of predecessor's plan.
 - ☐ b.4.A. Assets and liabilities transferred to this Plan
 - ☐ b.4.B. Assets of prior plan distributed. Service granted for those employed as of ____/____/____

Such service credit will be limited to 5 years, and will be counted for (select all applicable):

- ☐ b.5. Eligibility.
- ☐ b.6. Vesting.
- ☐ b.7. Contribution Allocations.
- ☐ b.8. Attainment of Early or Normal Retirement Age.
- ☐ c. The Plan credits service with prior employers as specified in this item c.

Service with the following prior employers shall be credited as service under this Plan:

Such service credit will be limited to 5 years, and will be counted for (select all applicable):

- ☐ c.1. Eligibility.
- ☐ c.2. Vesting.
- ☐ c.3. Contribution Allocations.
- ☐ c.4. Attainment of Early or Normal Retirement Age

A7. Eligibility Requirements (Section 2.1.1.) - An Employee is eligible to participate in the Plan, if he satisfies the following requirements during the Eligibility Computation Period. (Select all applicable. Selecting more than one option means that an Employee must meet all indicated requirements for eligibility, except for option e "Employed on". Option e. overrides any other requirement.)

- ☐ a. No age or service required.
- ☒ b. Minimum age of 21 years. (Not to exceed 21.)
- ☒ c. Service requirement (If a service requirement applies, select one of c1 through c3.)
 - ☒ c.1. Minimum of 1 Year(s) of Service, where a Year of Service for Eligibility purposes is selected under A5. (Cannot require more than 2 years. If 2 years is selected, must select full and immediate vesting.)
 - ☐ c.2. Minimum of ____ months of service - use Elapsed Time Method. (Cannot require more than 24 months. If 24 months is selected, must select full and immediate vesting. An Employee cannot be required to complete any specified number of Hours of Service.)
 - ☐ c.3. Minimum of ____ months (Cannot require more than 24 months) of service in which the Employee is credited with ____ Hours of Service in each month, but in no event will the Employee be required to complete more than One Year of Service as defined in Part 1 Article 2. If 24 months is selected, must select full and immediate vesting.)
 - ☐ c.3.A. Months must be consecutive, but in no event will the Employee be required to complete more than One Year of Service as defined in Part 1 Article 2.
- ☐ d. In determining the applicable Entry Date, the service requirement described above is satisfied as soon as the hours or months requirements are met, not at the end of the Eligibility Computation Period.

Note for A7e: Elections in e below require testing under 1.401(a)(4)-4 Benefits, Rights and Features.

- ☐ e. Eligible Employees employed on ____/____/____ are eligible as indicated below. Select either or both of the following, if Employees must also meet the eligibility requirements selected above:

- ☐ e.1. Age requirement
- ☐ e.2. Service requirement (If not selected, employees that would otherwise never work 1000 hours per year will enter the plan.)

Employees who meet these requirements shall enter the Plan as of:

- ☐ e.3. The date specified: ____/____/_____. (Prior to next Plan Entry Date)
- ☐ e.4. The effective date of this document.
- ☐ e.5. The next Plan Entry Date.

A8. Break in Service - A Break in Service occurs, if an Employee fails to complete more than 500 Hours of Service during the applicable computation period unless a lesser number is specified.

Note: A Year of Service and a Break in Service must be measured on the same computation period. A Break in Service for vesting purposes must use the same computation period used to determine a Year of Vesting Service.

Eligibility	Vesting	Credited Service	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Plan Provision. A Break in Service will occur if the Employee fails to complete more than 500 Hours of Service.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. A Break in Service will occur if the Employee fails to complete more than ____ (not to exceed 500) Hours of Service.
			Specify hours, not to exceed 500.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. A Break in Service will occur after a one year period of severance under the Elapsed Time Method.

A9. Entry Date - Section 2.1.2 provides that an Employee who satisfies the eligibility requirements enters the Plan on the Entry Date.

- ☐ a. Semiannual - First Entry Date: ____/____ or the date 6 months later, coincident with or next following satisfaction of the eligibility requirements.
- ☒ b. Quarterly - First Entry Date: 07/01 and the same day of the month occurring in each successive 3-month period, coincident with or next following satisfaction of the eligibility requirements.
- ☐ c. Monthly - The _____ day of each calendar month of the Plan Year, coincident with or next following satisfaction of the eligibility requirements.
- ☐ d. First day of next Plan Year coincident with or next following satisfaction of the eligibility requirements, but in no event later than ____ months (not to exceed 6) after satisfaction of the requirements.
- ☐ e. First day of the next Plan Year after satisfaction of the eligibility requirements, but in no event later than ____ months (not to exceed 6) after satisfaction of the requirements.
- ☐ f. First day of the _____ month (not more than 6th) after satisfaction of the eligibility requirements, but in no event later than the first day of the next Plan Year. (drop down, first thru sixth)

- ☐ g. The _____ (first or last) day of the Plan Year in which the eligibility requirements are satisfied. (If "last" is used, eligibility requirements, item A7 above, cannot exceed 6 months of service and age 20-1/2 or 18 months of service and age 20-1/2 with immediate (100%) vesting.)
- ☐ h. First day of the Plan Year nearest to the date the eligibility requirements are satisfied.
- ☐ i. First day of the Plan Year coincident with or next following the date the eligibility requirements are satisfied, but in no event later than 6 months after satisfying the eligibility requirements.
- ☐ j. First day of the Plan Year coincident with or next following the satisfaction of the eligibility requirements. (Eligibility requirements, item A7 above, cannot exceed 6 months of service and age 20-1/2 or 18 months of service and age 20-1/2 with immediate (100%) vesting.
- ☐ k. Anniversary Date coincident with or next following the satisfaction of the eligibility requirements but in no event later than the first day of the next Plan Year or 6 months after satisfying the eligibility requirements.
- ☐ l. Anniversary Date of the Plan Year in which the eligibility requirements are satisfied, but in no event later than 6 months after satisfying the eligibility requirements.
- ☐ m. Date of satisfaction of the eligibility requirements.

B. Date Provisions

B1. Anniversary Date - The Anniversary Date is:

- ☒ a. The last day of the Plan Year.
- ☐ b. The first day of the Plan Year.
- ☐ c. ____/____ of each Plan Year. (Enter month and day)
- ☐ d. Other - Specify: _____ (Must be at least annually.)

B2. Valuation Date

Note: Participant controlled investments, as specified in item G3, are valued daily, unless otherwise specified in item B2.k below.

The Valuation Date is the date or dates on which the assets of the Trust Fund are valued and Participants' Accounts determined. (Select all applicable.)

- ☒ a. Last day of the Plan Year.
- ☐ b. Semiannually on the last day of each 6 month period beginning with the first day of the Plan Year.
- ☐ c. Quarterly on the last day of each 3 month period beginning with the first day of the Plan Year.
- ☐ d. Monthly on the last day of each calendar month of the Plan Year.
- ☐ e. Bi-Monthly beginning on the last day of the second month of the Plan Year and at two month intervals thereafter on the last day of the month.
- ☐ f. Semi-Monthly on the 15th day and last day of each calendar month.
- ☐ g. Weekly.
- ☐ h. Bi-Weekly.
- ☐ i. Last day of each pay period.
- ☒ j. Daily.
- ☐ k. Other. (e.g., If different assets have different valuation dates, such as Segregated Funds are valued on a different basis, specify in this item) Specify: _____ (Must be at least annually)

Note: For purposes of computing the Top-Heavy Ratio, the Valuation Date is the last Valuation Date in the prior Plan Year.

B3. Normal Retirement Age - For each Participant, the Normal Retirement Age is: (Select one of a. through d. You may also select one or more of e. through l. If more than one option is selected, Normal Retirement Age is attained on the first date the requirements of any option are met.

- ☐ a. Statutory: The later of age 65 or the fifth anniversary of participation in the Plan. For this purpose only, participation is assumed to commence as of the first day of the first Plan Year in which the Employee became a Participant.
- ☒ b. Age 55 (not to exceed 65).

For options c. through l.:

(1) The age selected must not be later than age 65. Nor can the age be earlier than the earliest retirement age that is reasonably representative of the typical retirement age for the industry in which the Plan Participants work. Age 62 or older automatically meets this requirement. In no event may the age be earlier than 55.

(2) Regardless of the age and service /participation requirements specified below, in no event shall Normal Retirement Age be later than the age at the later of age 65 or the 5th anniversary of participation.

- ☐ c. Age ____ and ____ Years of Service.
- ☐ d. Age ____ and ____ Years of Participation.
- ☐ e. Sum of age and Years of Service equals ____.
- ☐ f. Sum of age and Years of Participation equals ____.
- ☐ g. Age ____ and the sum of the age and Years of Service equals ____.
- ☐ h. Age ____ and the sum of age and Years of Participation equals ____.
- ☐ i. Age ____ and the ____ anniversary of employment.
- ☐ j. Age ____ and the ____ anniversary of actual participation in the Plan.
- ☐ k. Age ____ and the ____ (not to exceed 5th) anniversary of the participation commencement date. For this purpose only, participation is assumed to commence as of the first day of the first Plan Year in which the Employee became a Participant.
- ☐ l. Other - Specify: _____, but in no event later than the later of age 65 or the 5th anniversary of participation. (Cannot discriminate in favor of Highly Compensated Employees.)

B4. Normal Retirement Date - The Normal Retirement Date is:

- ☒ a. The actual date Normal Retirement Age is attained.
- ☐ b. The first day of the month in which Normal Retirement Age is attained.
- ☐ c. The first day of the month nearest the date Normal Retirement Age is attained.
- ☐ d. The first day of the month coincident with or next following the date Normal Retirement Age is attained.
- ☐ e. Anniversary Date of the Plan Year in which Normal Retirement Age is attained, but in no event later than 6 months following attainment of Normal Retirement Age.
- ☐ f. Anniversary Date nearest the date Normal Retirement Age is attained.
- ☐ g. Anniversary Date coincident with or next following the date Normal Retirement Age is attained, but in no event later than 6 months following attainment of Normal Retirement Age.
- ☐ h. Anniversary Date coincident with or next preceding the date Normal Retirement Age is attained.
- ☐ i. The last day of the month in which Normal Retirement Age is attained.
- ☐ j. The last day of the month nearest the date Normal Retirement Age is attained.
- ☐ k. The last day of the month coincident with or next following the date Normal Retirement Age is attained.

B5. Early Retirement Age - For each Participant, the Early Retirement Age is: (Select all that apply. If more than one option is selected, the Participant attains Early Retirement Age at the earliest age when any of the selected requirements are satisfied.)

Note: In no event shall Early Retirement Age exceed Normal Retirement Age.

- ☒ a. The Plan does not provide an Early Retirement Age. (Skip Question B6.)
- ☐ b. Age ____.
- ☐ c. Age ____ and ____ Years of Service.
- ☐ d. Age ____ and ____ Years of Participation.
- ☐ e. ____ years prior to the Normal Retirement Age.
- ☐ f. Sum of age and Years of Service equals ____.
- ☐ g. Sum of age and Years of Participation equals ____.
- ☐ h. Age ____ and the sum of the age and Years of Service equals ____.

- ☐ i. Age ____ and the sum of age and Years of Participation equals ____.
- ☐ j. ____ Years of Service.
- ☐ k. ____ Years of Participation.
- ☐ l. Age ____ and the ____ anniversary of employment.
- ☐ m. Age ____ and the ____ anniversary of actual participation in the Plan.

B6. Early Retirement Date - The Early Retirement Date is:

- ☐ a. The actual date Early Retirement Age is attained.
- ☐ b. The first day of the month in which the Early Retirement Age is attained.
- ☐ c. The first day of the month nearest the date Early Retirement Age is attained.
- ☐ d. The first day of the month coincident with or next following the date Early Retirement Age is attained.
- ☐ e. Anniversary Date of the Plan Year in which the Early Retirement Age is attained.
- ☐ f. Anniversary Date nearest the date Early Retirement Age is attained.
- ☐ g. Anniversary Date coincident with or next following the date Early Retirement Age is attained.
- ☐ h. Anniversary Date coincident with or next preceding the date Early Retirement Age is attained.
- ☐ i. The last day of the month in which the Early Retirement Age is attained.
- ☐ j. The last day of the month nearest the date Early Retirement Age is attained.
- ☐ k. The last day of the month coincident with or next following the date Early Retirement Age is attained.

B7. Disability - The Plan requires the Adoption Agreement to specify the meaning of the term "Disability" and that an Employee or Participant is "Disabled" if he has a Disability. The Plan Administrator shall make all determinations in connection with such issues in a uniform, nondiscriminatory manner. An Employee or Participant has a "Disability" if:

Select a. or one or more of b. through d. Selecting more than one option means that an Employee or Participant has a Disability as of the earliest date he meets one of the selected options.

- ☐ a. No disability benefits are provided and there are no disability-related vesting provisions.
- ☒ b. He suffers from a medically determinable physical or mental impairment that may be expected to result in death or to last for a continuous period of not less than 12 (at least 12) months and that renders him incapable of performing his duties.
- ☒ c. The Social Security Administration has determined that he is eligible to receive Social Security disability benefits.
- ☒ d. He has begun to receive payments under the long term disability program or a comparable disability program maintained by the Employer.

B8. Limitation Year - The Limitation Year for purposes of the limitation imposed by Code section 415 is:

- ☒ a. The Plan Year.
- ☐ b. Calendar year coinciding with or ending within the Plan Year.
- ☐ c. Twelve consecutive month period ending ____/____.

- ☐ d. Employer Fiscal Year ending with or within Plan Year.
- ☐ e. Twelve consecutive month period ending _____ (Specify. e.g. "the last Friday in February") with or within Plan Year.

C. Compensation

- C1. Compensation (Section 3.2.5(a) and Definitions)** - For purposes of the Plan, a Participant's Compensation is based on one of the IRC 415 definitions of Compensation, as selected below, and measured over the Compensation Computation Period, as selected in C3.

Note: Use caution when selecting different definitions of Compensation for the various plan purposes.

1. Plan Compensation	2. Compensation for IRC sec. 415 and 416 purposes	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	a. Wages, tips, and other compensation entered on Box 1 of Form W-2.
<input type="checkbox"/>	<input type="checkbox"/>	b. IRC section 3401(a) compensation (compensation for FICA purposes).
<input type="checkbox"/>	<input type="checkbox"/>	c. IRC section 415(c)(3) compensation.
<input type="checkbox"/>	<input type="checkbox"/>	d. Simplified IRC section 415(c)(3) compensation, as defined in IRC Reg. 1.415(c)-(2)(d)(2).

Deferrals - Specify the deferrals to be excluded. All salary deferrals must be included or excluded to maintain an IRC sec. 414(s) safe harbor definition of Compensation.

Indicate the **exclusions** from among the salary deferrals by selecting e. or any of f. through j. Omit to **include** all salary deferrals from the applicable definition of Compensation.

- ☐ e. All of the items listed in f. through j.
- ☐ f. 402(h)(1)(B) (SEP deferrals).
- ☐ g. 125 (Cafeteria Plan).
- ☐ h. 132(f)(4) (Transportation).
- ☐ i. 402(e)(3) (401(k) and 403(b) deferrals).
- ☐ j. 457(b) deferrals.
- ☐ k. 408(p) (Simple Retirement Account 402(k) deferrals).

Deemed Sec. 125 Compensation - The plan may include Deemed Sec 125 Compensation in Compensation. Select k. or one of l. or m. for the basic definition of Compensation selected above. This selection does not affect the safe harbor status of the definition of Compensation.

- ☐ l. Not applicable. No Cafeteria Plan or no Deemed Sec. 125 Compensation.

Plan Compensation	Compensation for IRC sec. 415 and 416 purposes	
<input checked="" type="checkbox"/> Include	<input checked="" type="checkbox"/> Include	l. Include Deemed Sec. 125 Compensation. Only permitted if 125 (Cafeteria Plan) deferrals are included.
<input type="checkbox"/> Exclude	<input type="checkbox"/> Exclude	m. Exclude Deemed Sec. 125 Compensation.

C2. Modifications to Compensation

Exclusions - a Participant's Compensation shall exclude the following (No exclusions in this area, other than e., taxable employee benefits, are permitted for Code section 414(s) safe harbor Compensation.):

- ☐ a. Overtime.
- ☐ b. Commissions.
- ☐ c. Discretionary bonuses.
- ☐ d. Bonuses.
- ☐ e. Taxable employee benefits.
- ☐ f. In excess of \$_____.
- ☐ g. Other exclusion - specify: _____ (Cannot discriminate in favor of Highly Compensated Employees.)

Final IRC Sec. 415 regulations and HEART Act Compensation - Select "Include" or "Exclude" regarding the treatment as Compensation of amounts described below. These selections do not affect the safe harbor status of the definition of Compensation.

Plan Compensation	Compensation for IRC sec. 415 and 416 purposes	
<input checked="" type="checkbox"/> Include	<input checked="" type="checkbox"/> Include	h. Include amounts paid during the first few weeks of the next Limitation Year. (Plan Provision on the 2007 Defined Contribution Plan Interim Amendment.)
<input type="checkbox"/> Exclude	<input type="checkbox"/> Exclude	i. Exclude amounts paid during the first few weeks of the next Limitation Year.

Compensation for nonparticipating nonresident aliens - For administrative convenience in determining Key and Highly Compensated Employees, the employer may elect to exclude compensation paid to nonresident aliens who are not Participants.

- ☒ j. Exclude compensation paid to nonresident aliens who do not participate to the extent compensation is excluded from gross income and not effectively connected with a U.S. trade or business
- ☐ k. Include compensation paid to nonresident aliens who do not participate, though compensation is excluded from gross income and not effectively connected with a U.S. trade or business

Salary Continuation while on Military Leave

Note: Differential Wage Payments are salary continuation payments received while on active military duty for more than 30 days. For Plan Years beginning on or after January 1, 2008, Differential Wage Payments are included in Compensation for Code sec. 415 and 416 purposes.

- ☐ l. Include Differential Wage Payments.
- ☒ m. Exclude Differential Wage Payments.
- ☐ n. Include salary continuation payments for military service that do not meet the definition of Differential Wage Payments in Compensation for Code sec. 415 and 416 purposes and for Plan purposes.
- ☒ o. Exclude salary continuation payments for military service that do not meet the definition of Differential Wage Payments.

Salary Continuation for Disabled Participants - Select one of p. or q., to include, or select r. to exclude salary continuation payments to disabled Participants as Compensation.

Plan Compensation	Compensation for IRC sec. 415 and 416 purposes	
<input type="checkbox"/> Include	<input type="checkbox"/> Include	p. Include Compensation paid to any Participant who is permanently and totally disabled. (Check this box only if salary continuation applies to all Participants who are permanently and totally disabled for a fixed or determinable period.)
<input type="checkbox"/> Include	<input type="checkbox"/> Include	q. Include Compensation paid to any Participant who is not Highly Compensated and who is permanently and totally disabled.
<input checked="" type="checkbox"/> Exclude	<input checked="" type="checkbox"/> Exclude	r. Exclude Compensation paid to Participants who are permanently and totally disabled. (Plan Provision on the 2007 Defined Contribution Plan Interim Amendment)

Post-Severance Compensation - Select "Include" or "Exclude" regarding the treatment of Post-Severance Compensation as Compensation for Plan purposes. These selections do not affect the safe harbor status of the definition of Compensation.

- ☐ s. Apply the Plan's rules regarding certain Post-Severance Compensation in Limitation Years beginning after ____/____/_____. (Select this option and specify a date before July 1, 2007, if the provisions of the Plan regarding the inclusion of certain Post-Severance Compensation in the definition of Compensation applied prior to July 1, 2007.)

Plan Compensation	Compensation for IRC sec. 415 and 416 purposes	
<input type="checkbox"/> Include	<input type="checkbox"/> Include	t. Include Post-Severance Compensation that is for unused sick, vacation or leave pay.
<input checked="" type="checkbox"/> Exclude	<input checked="" type="checkbox"/> Exclude	u. Exclude Post-Severance Compensation that is for unused sick, vacation or leave pay. (Plan Provision on the 2007 Defined Contribution Plan Interim Amendment.)

Complete v. or w. only if Compensation for that Plan purpose is defined as IRC 415(c)(3) compensation.

<input type="checkbox"/> Include	<input type="checkbox"/> Include	v. Include amounts received post-severance pursuant to an unfunded deferred compensation plan.
<input checked="" type="checkbox"/> Exclude	<input checked="" type="checkbox"/> Exclude	w. Exclude amounts received post-severance pursuant to an unfunded deferred compensation plan. (Plan Provision on the 2007 Defined Contribution Plan Interim Amendment.)

C3. Compensation Computation Period:

Plan Compensation	For Sec. 416 Purposes	
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Plan Compensation	For Sec. 416 Purposes	
<input checked="" type="checkbox"/>	N/A	a. Plan Year.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	b. Limitation Year.
<input type="checkbox"/>	<input type="checkbox"/>	c. Calendar year ending with or within the Plan Year.
<input type="checkbox"/>	N/A	d. Over the period selected below that ends with or within the Plan Year: <input type="checkbox"/> Pay period. <input type="checkbox"/> Monthly. <input type="checkbox"/> Bi-monthly. <input type="checkbox"/> Quarterly. <input type="checkbox"/> Semi-Annually. <input type="checkbox"/> Bi-weekly. <input type="checkbox"/> Weekly.
<input type="checkbox"/>	N/A	e. The twelve consecutive month period ending on (___/___) with or within the Plan Year. (For Employees whose Employment Commencement Date is less than 12 months before the end of the 12-month period designated, Compensation will be determined over the Plan Year.)

Compensation for initial Plan Year of Participation:

- ☐ f. From Entry Date as a Participant.
- ☒ g. For the 12 month period ending in the initial year of participation.

D. Contribution and Allocation

D1. Deemed Individual Retirement Account (Section 3.12.1)

Note: In order to accept a rollover from a Roth IRA, the plan must permit Deemed IRAs. Review the requirements for IRA accounts held within a qualified plan in Part 3 Article 12.

- ☒ a. Not applicable - Deemed IRAs are not permitted.
- ☐ b. Deemed IRAs are permitted, and are pre-tax and/or after-tax Roth IRAs, as indicated in b.1 and b.2.
 - ☐ b.1. Pre-tax IRA.
 - ☐ b.2. After-tax Roth IRA.

D2. Paid Time Off Contributions (Section 2.2.1(a)(6)) (Select a or b)

- ☒ a. The Employer does not sponsor a bona fide Paid Time Off (PTO) Plan or chooses not to provided that unused PTO credits may be treated as a plan contribution.
- ☐ b. The Employer sponsors a bona fide Paid Time Off (PTO) Plan that clearly defines when unused PTO credits will be forfeited, carried over, cashed out, or treated as a plan contribution. The Plan will treat the cash equivalent value of any unused PTO credits as indicated below. (Complete b1. and select b2. and/or b3, as applicable.)
 - b.1. Specify the name(s) of the Paid Time Off Plan(s) to which the following selections apply. _____
 - ☐ b.2. Unused PTO credits will be treated as an Employer Contribution.
 - ☐ b.3. Upon termination of employment, unused PTO credits are considered Post-Severance Compensation as indicated under C2t., and will be treated as a plan contribution if selected in b2. above.
- ☐ c. The Plan treats unused PTO credits as contributions to the Plan as indicated in a. or b., effective ____/____/_____. (Complete if the effective date for the PTO provision is other than the general Effective Date of this Plan or a prior Plan.)

D3. Employer Contribution (Section 2.2.1(a)(3)(i)) - The Employer's Contribution to the Plan (other than Prevailing Wage or Top-Heavy Contributions) shall be: (Select all applicable. You may select h. and/or k. in addition to making other selections under this item.)

- ☒ a. Discretionary.
- ☐ b. Discretionary, by Employee Classification defined in D13. below.
- ☐ c. Discretionary, by Employee Classification; each Participant is a separate class.

If the Employer Contribution is discretionary, select one of d. through f.

- ☒ d. Not limited to profits.
- ☐ e. Limited to profits for the year.
- ☐ f. Limited to accumulated profits.

Nondiscretionary

- ☐ g. An amount necessary to meet the allocation requirements in D8. below.
- ☐ h. The amount required by any collectively bargained agreement (CBA).
- ☐ i. _____ % of eligible Plan Compensation. (Not to exceed 25%)
- ☐ j. Total of \$ _____ per Plan Year.
- ☐ k. _____ % (not less than 3%) of each Eligible Participant's Compensation to meet the Safe Harbor Non-Elective Contribution requirement of (specify other Plan name)

_____ will be made to this Plan.

D4. Optional Employer Contributions (Section 2.2.1) - The Employer may contribute additional contributions determined under another defined contribution plan of the Employer, as specified below: (Omit if additional contributions not permitted)

- ☐ a. _____ % (not less than 3%) of each Eligible Participant's Compensation to meet the safe harbor non-elective contribution requirements under IRC section 401(k)(12)(c) or 401(k)(13)(D)(i)(II) of the plan(s) specified under D5c., will be made to this Plan.
- ☐ b. Qualified non-elective contributions and qualified matching contributions as defined in Reg. 1.401(k)-1(g)(13) of the plan(s) specified under D5c., will be made to this Plan.
- c. If D4a and/or D4b are selected, specify the name(s) of the other defined contribution plan(s) of the Employer for which contributions will be made to this Plan.

D5. Requirements to Share in Allocations of Employer Contributions (Section 2.3.2) - (Select all applicable. Does not apply to prevailing wage or Top-Heavy contributions.)

Participants eligible to share in Employer Contributions

- ☒ a. No exclusions. All Participants are eligible subject to the requirements selected below.
- ☐ b. Highly compensated Employees are excluded.
- ☐ c. Key employees are excluded.
Note: May impact nondiscrimination testing.
- ☐ d. Other excluded group - Specify: _____
(Cannot discriminate in favor of Highly Compensated Employees.)

Requirements to share in Employer Contributions

- ☐ e. Will be eligible regardless of Hours, Months or Days of Service.
 - ☐ f. Must complete an Hours, Days, or Months of Service requirement, as specified in I. below.
 - ☐ g. Must complete an Hours, Days, or Months of Service requirement, as specified in I. below, **AND** be employed on the last day of the Plan Year.
 - ☒ h. Must complete an Hours, Days, or Months of Service requirement, as specified in I. below, **OR** be employed on the last day of the Plan Year.
 - ☐ i. Must be employed on the last day of the Plan Year.
 - ☐ j. Must have received Compensation since prior Allocation Date.
 - ☐ k. Must be employed on the Allocation Date for Employer Contributions.
- I. Hours, Days, or Months Requirement for f., g. or h.
- ☒ I.1. Must complete 500 hours (cannot exceed 1000).
 - ☐ I.2. Under the Elapsed Time Method, must complete _____ calendar days (not to exceed 365).
 - ☐ I.3. Under the Elapsed Time Method, must complete _____ calendar months (not to exceed 12).

Death, Retirement, Disability

If requirements other than those specified above apply if a participant dies, retires or becomes disabled during the Plan Year, select the applicable options.

- ☐ m. Regardless of the selections in b., a Participant will be eligible as indicated below.

Death	Retirement	Disability	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n. The requirement selected below applies if the Participant experiences the event during the Plan Year. (Death, Retirement, and/or Disability, as indicated by the column selection. If Disability is selected, also complete item D6.)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n.1 No hours requirement.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n.2 Only if the Participant meets Hours of Service requirement.

HEART Act Allocations

- ☐ o. **HEART Act Allocations (2.3.9(a)):** In the case of death or disability resulting from active military service, the Participant shall be eligible for an allocation as if he returned to employment with the Employer prior to death or disability, provided the death or disability occurred on or after ___/___/___ (no earlier than 01/01/08).

D6. Employer Contributions on Behalf of Disabled Participants based on Imputed Compensation (Section 2.3.8) (Select one of a. or b., and if b. is selected, must complete c.)

- ☒ a. The Employer will **not** make contributions on behalf of Disabled Participants based on imputed Compensation.

Note: If b. is selected, must complete c. below and must select E1.e-C, 100% vesting for Disabled Participants.

- ☐ b. The Employer will make Employer Contributions on behalf of Disabled Participants, as indicated below, on the basis of the Compensation each such Participant would have received for the Limitation Year if the Participant had been paid at the rate of Compensation paid immediately before becoming Disabled. Such imputed Compensation for the Disabled Participant may be taken into account only if the contributions made on behalf of such Participant will be nonforfeitable when made. Compensation will mean Compensation as the term is defined in Part I, Article II.

- ☐ b.1. Disabled Participants who are not Highly Compensated Employees.
☐ b.2. All Disabled Participants.

- ☐ c. Contributions for Disabled Participants based on imputed Compensation shall be made: (If c2. or c3. is selected, must also select one of c4. through c7. Otherwise, select only one option.)
- ☐ c.1. Only for the Plan Year in which he becomes Disabled.
☐ c.2. For ___ Plan Years provided he continues to be Disabled, but not beyond the Plan Year selected below. (Must also select one of c4 through c7.)
☐ c.3. For up to ___ years after date of Disability, but not beyond the Plan Year selected below. (Must also select one of c4. through c7.)
☐ c.4. Until the end of the Plan Year in which he attains Early Retirement Age.
☐ c.5. Until the end of the Plan Year before the Plan Year in which Early Retirement Age is attained.
☐ c.6. Until the end of the Plan Year in which he attains Normal Retirement Age.
☐ c.7. Until the end of the Plan Year before the Plan Year in which Normal Retirement Age is attained.

D7. Fail Safe Allocations (Section 2.3.7)) - Allocations will be given to Employees who normally would not be given an allocation of Employer Contributions in order to satisfy nondiscrimination

requirements. If a fail safe is not elected, the Plan must be amended if the test fails.

- ☒ a. No fail safe. (Warning: If a Plan with this option fails the 410(b) tests, it must be amended within 9-1/2 months after the end of the Plan Year to bring it into compliance.)
- ☐ b. Fail Safe if the Plan fails coverage under Code section 410(b).

D8. Allocation Method for the Employer Contribution (Section 2.3.2) - The Employer Contribution is allocated to Participants on the basis selected below. (Select one of a. through y.) (Does not apply to prevailing wage contributions (see D11).)

Dollar Based Formulas

- ☐ a. Flat dollar amount per Plan Year equal to the Employer contribution divided by the number of Participants. (Design based safe harbor requires no additional testing)
- ☐ b. Flat dollar amount per Compensation Computation Period equal to the Employer contribution divided by the number of Participants. (Design based safe harbor requires no additional testing)
- ☐ c. \$ _____ per Participant. (Design based safe harbor requires no additional testing)
- ☐ d. \$ _____ per Hour of Service.
- ☐ e. \$ _____ per Hour of Service up to a maximum of _____ hours.

Non-Integrated Formulas

- ☒ f. Pro-rata on Compensation during the Plan Year. (Design based safe harbor requires no additional testing)
- ☐ g. Pro-rata on Compensation during the Compensation Computation Period.
- ☐ h. _____ % of each Participant's Compensation. (Design based safe harbor requires no additional testing)
- ☐ i. Age-Weighted: Allocation pro-rata on an annuity of 1% of Compensation payable at Normal Retirement Age, where the present value of such annuity is based on the interest rates and the mortality table selected below. (Design based safe harbor requires no additional testing)

Preretirement interest rate

- ☐ 7.50%
- ☐ 8.00%
- ☐ 8.50%

Post-retirement interest rate

- ☐ 7.50%
- ☐ 8.00%
- ☐ 8.50%

Post-Retirement Mortality

- | | | |
|--|--|---|
| <input type="checkbox"/> UP-84 (unisex) | <input type="checkbox"/> 71 GAM - female | <input type="checkbox"/> 83 GAM - female |
| <input type="checkbox"/> 71 IAM - male | <input type="checkbox"/> 83 IAM - male | <input type="checkbox"/> 83 GAM - blended 50/50 |
| <input type="checkbox"/> 71 IAM - female | <input type="checkbox"/> 83 IAM - female | <input type="checkbox"/> 94 GAR (unisex) |
| <input type="checkbox"/> 71 GAM - male | <input type="checkbox"/> 83 GAM - male | |

- ☐ j. Uniform points allocation formula where: (May require additional testing)
 - ☐ j.1. The Employer contribution is allocated pro-rata over total awarded points for the Plan Year
 - ☐ j.2. \$ _____ is allocated for each point
 - ☐ j.3. _____ % of Compensation is allocated for each point

Each Participant will be awarded: (Select at least 2 options; do not select both j5 and j6)

- ☐ j.4. _____ points for each year of age.

- ☐ j.5. _____ points for each Year of Credited Service, as specified under A5.
- ☐ j.6. _____ points for each Year of Credited Service, as specified under A5, at Normal Retirement Age (or current age if later)
- ☐ j.7. _____ points for each \$_____ of Compensation (not to exceed \$200)
- ☐ j.8. Maximum number of points per Participant: _____
- ☐ k. Tiered formula: Each eligible Participant shall receive an allocation of the Employer's discretionary contribution in accordance with the following table: It is not necessary to contribute an amount sufficient to fund each tier. *(Complete tier 1 and tier 6 and any middle tiers desired)* (Design based safe harbor requires no additional testing)
- Tier 1 Up to _____ % of Compensation not in excess of \$_____
- Tier 2 Up to _____ % of Compensation in excess of the amount in tier 1, but not in excess of \$_____
- Tier 3 Up to _____ % of Compensation in excess of the amount in tier 2, but not in excess of \$_____
- Tier 4 Up to _____ % of Compensation in excess of the amount in tier 3, but not in excess of \$_____
- Tier 5 Up to _____ % of Compensation in excess of the amount in tier 4, but not in excess of \$_____
- Tier 6 Up to _____ % of Compensation in excess of the amount in tier 5
- (The last blank in each Tier is to be the excess Compensation)*
- The tiers will be applied:
- ☐ k.1. By allocating the Employer contribution tier by tier until no remaining contribution remains. The percentages entered above represent the maximum amount that can be allocated to a specific tier
- ☐ k.2. As stated. (Money purchase type formula)

Class Allocated Formulas

- ☐ l. Prorate by Classification. Each eligible Participant shall receive an allocation for the Plan Year equal to a prorata percentage of the Employer's discretionary Contribution specified for the Employee Classification of which the Participant is a member, such percentage to equal the ratio that the Participant's Compensation for the Plan Year bears to the aggregate Compensation for all eligible Participants in the same Employee Classification for that Plan Year. (Must complete Employee Classification definitions in D13 below.) (Requires additional testing)
- ☐ m. Percentage of Compensation or Dollar Amount Per Participant. Each eligible Participant shall receive an allocation of the Employer Contribution, such allocation will be based on the Participant's classification. There shall be a separate classification for each Participant identified by the Participant's name. A list of each classification and the associated percentage or dollar amount shall be prepared for each Plan Year not later than the time prescribed by law for filing the return for such applicable taxable year (including any extensions), and shall be maintained as part of the administrative records of the Plan.

Note: The list must be updated on an annual basis and approved by the Employer prior to making the allocation. (Requires additional testing)

- ☐ n. Flat dollar amount per Plan Year equal to the Employer contribution to the class divided by the number of Participants in the class (Must complete Employee Classification definitions in D13 below.) (Requires additional testing)
- ☐ o. A dollar amount equal to cents per hour the Participant worked, where the cents per hour worked is based on the table below: (Must complete Employee Classification definitions in D13 below.) (Requires additional testing)

<u>Employee Classification</u>	<u>Cents per Hour</u>	<u>Employee Classification</u>	<u>Cents per Hour</u>
A	_____	F	_____
B	_____	G	_____
C	_____	H	_____
D	_____	I	_____
E	_____	J	_____

- ☐ p. Pro-rata on weighted Compensation during the Plan Year. Weights are listed by Participant name. The list will be prepared and stored in the Employer's records on a permanent basis. Residual Employer contributions allocated pro-rata on: (Choose p.1. or p.2.) (Requires additional testing)

- ☐ p.1. Compensation
- ☐ p.2. Weighted Compensation

Note: The list must be updated on an annual basis and approved by the Employer prior to making the allocation.

Integrated Formulas: Integration Level and Integrated Allocation Formulas

Complete q. to designate the integration level and select an integrated formula under r., s., t., or u.

- ☐ q. Integration Level - If the allocation formula selected is integrated, the integration level is: (See Section 2.3.5 and Definitions.)

Integration levels that automatically satisfy Code section 401(l) (Design based safe harbor, requires no additional testing)

- ☐ q.1. The Taxable Wage Base under the Social Security Act
- ☐ q.2. The lesser of \$ _____ or 20% of the Taxable Wage Base under the Social Security Act
- ☐ q.3. The lesser of \$ _____ or 80% of the Taxable Wage Base under the Social Security Act
- ☐ q.4. The lesser of \$ _____ or the Taxable Wage Base under the Social Security Act (the amount must exceed 80% of the Taxable Wage Base)
- ☐ q.5. _____ % of the Taxable Wage Base under the Social Security Act (not to exceed 100%)
- ☐ q.6. The greater of \$10,000 or 20% of the Taxable Wage Base under section 230 of the Social Security Act in effect as of the first day of the Plan Year.
- ☐ q.7. 80% of the Taxable Wage Base under section 230 of the Social Security Act in effect as of the first day of the Plan Year plus \$ _____ (not to exceed \$1,000)

Integration levels that do not automatically satisfy IRC section 401(l) and require additional testing

- ☐ q.8. _____ % of the Taxable Wage Base under section 230 of the Social Security Act in effect as of the first day of the Plan Year rounded up to the next \$ _____ (First blank not to exceed 100%, second blank not to exceed \$3,000)
- ☐ q.9. \$ _____
- ☐ q.10. _____ % of the Taxable Wage Base under the Social Security Act

Integrated Formulas

- ☐ r. _____ % (Base Contribution Percentage) of Compensation up to the Integration Level PLUS _____ % (Excess Contribution Percentage) of Compensation in excess of the Integration Level
- ☐ s. Following the four steps of Plan Section 2.3.5, pro-rata over Compensation up to _____ %; any remaining contribution allocated pro-rata over Compensation above the Integration Level up to the same percentage; any remaining contribution allocated over Compensation plus Compensation above the Integration Level, provided IRC section 401(l) is satisfied; any remaining contribution allocated pro-rata over Compensation.
- ☐ s.1. Limit disparity to _____ % (Use when limiting disparity to less than the Maximum Permitted Disparity.)

*Note: For plans that choose to automatically satisfy the top-heavy minimum allocation requirement, the blank should be completed with 3% for a single plan, or 5% if the employer also sponsors a defined benefit plan that covers the same employees as this defined contribution plan. **Warning:** if you specify a percentage that is less than 3%, an additional contribution may be required for years when the plan is Top-Heavy.*

- ☐ t. Pro-rata over Compensation plus Compensation above the Integration Level, provided IRC section 401(l) is satisfied; any remaining contribution allocated pro-rata over Compensation

If the Plan is top-heavy, the allocation formula:

- ☐ t.1. Remains the same (top-heavy minimums determined last)
- ☐ t.2. Changes to the formula in option s. (Use Steps One through Four in Plan Section 2.3.5 only when Plan is Top-Heavy.)
- ☐ u. Pro-rata over Compensation plus Compensation over the Integration Level, disregarding the constraints of IRC section 401(l)

Age and Service Schedules

- ☐ v. Age Based Allocation. Each eligible Participant shall receive an allocation of the Employer discretionary contribution based on the age of the Participant as shown in the table below: (Plans intending to provide a schedule that ""increases smoothly"" under Reg. 1.401(a)(4)-8 must enter percentages that increase, but not more than 5 percentage points or by a ratio of 2.)
- ☐ v.1. Ages grouped in 10 year intervals:

<u>Attained Age</u>	<u>Percentage of Compensation</u>	<u>Attained Age</u>	<u>Percentage of Compensation</u>
Less than 25	_____ %	45 to 54	_____ %
25 to 34	_____ %	55 to 64	_____ %
35 to 44	_____ %	65 or older	_____ %

- ☐ v.2. Ages grouped in 5 year intervals

Less than 25	_____	%
25 to 29	_____	%
30 to 34	_____	%
35 to 39	_____	%
40 to 44	_____	%

45 to 49	_____	%
50 to 54	_____	%
55 to 59	_____	%
60 to 64	_____	%
65 or older	_____	%

- ☐ w.1. Fifth year in second Credited Service range: (Also select one of w.1.A or w.1.B)

Less than 5	_____	%
5 to 9	_____	%
10 to 14	_____	%
15 to 19	_____	%
20 to 24	_____	%

- ☐ w.2. Fifth year in first Credited Service range: (Also select one of w2A or w2B.)

0 to 5	_____	%
6 to 10	_____	%
11 to 15	_____	%
16 to 20	_____	%
21 to 25	_____	%

- ☐ x. Allocate Employer contribution age range by age range until no unallocated contribution remains. (Plans intending to provide a schedule that ""increases smoothly"" under Reg. 1.401(a)(4)-8 must enter percentages such that the cumulative percentages increase, but not more than 5 percentage points or by a ratio of 2). THE PERCENTS ENTERED ARE THE INCREASE BETWEEN AGE RANGES, NOT THE CUMULATIVE PERCENT FOR THE RANGE

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<u>Attained Age</u>	<u>ADDITIONAL Maximum Percentage of Compensation</u>	<u>Attained Age</u>	<u>ADDITIONAL Maximum Percentage of Compensation</u>
Less than 25	_____ %	45 or older	_____ %
25 or older	_____ %	55 or older	_____ %
35 or older	_____ %	65 or older	_____ %

- ☐ x.2. Ages grouped in 5 year intervals:

<u>Attained Age</u>	<u>ADDITIONAL Maximum Percentage of Compensation</u>	<u>Attained Age</u>	<u>ADDITIONAL Maximum Percentage of Compensation</u>
Less than 25	_____ %	45 or older	_____ %
25 or older	_____ %	50 or older	_____ %
30 or older	_____ %	55 or older	_____ %
35 or older	_____ %	60 or older	_____ %
40 or older	_____ %	65 or older	_____ %

- ☐ y. Allocate Employer contribution Credited Service range by Credited Service range until no unallocated contribution remains. (Plans intending to provide a schedule that ""increases smoothly"" under Reg. 1.401(a)(4)-8 must enter percentages that increase such that the cumulative percentages increase, but not more than 5 percentage points or by a ratio of 2). THE PERCENTS ENTERED ARE THE INCREASE BETWEEN CREDITED SERVICE RANGES, NOT THE CUMULATIVE PERCENT FOR THE RANGE (Also select one of y.1 or y.2)

<u>Years of Credited Service</u>	<u>Percentage of Compensation</u>
Less than 5	_____ %
5 or more	_____ %
10 or more	_____ %
15 or more	_____ %
20 or more	_____ %

- ☐ y.1. 25 or more _____ %
- ☐ w.1.B 25 or more _____ %
- 30 or more _____ %
- 35 or more _____ %

D9. Minimum Top-Heavy Allocation (Section 2.3.4) - Minimum top-heavy allocations will be satisfied based on the following selections. (Must select a. or b. and must select e. or f. May also select c. or d.

In the event the Plan is Top-Heavy the Employer will, if necessary,

- ☐ a. Make an additional contribution to meet the Top-Heavy requirements.

If formula D8n. is selected above (flat dollar amount for each Participant in the class) the additional contribution is to:

- ☐ a.1. Only the affected Participants.

☐ a.2. All Participants in the affected class.

☒ b. First satisfy the top-heavy minimums and reallocate the remaining Employer contribution.

All Participants are eligible for the top-heavy minimum allocations, except (May select either, neither, or both of c. and d.)

☒ c. Key Employees.

☐ d. Employees covered by a collectively bargained agreement.

Minimum Top-Heavy Allocation - For purposes of minimum top-heavy allocations, an allocation of contributions and forfeitures equal to the following percentage of each eligible Participant's Compensation will be made to the Employee's Account when the Plan is Top-Heavy: (Must select e. or f.)

☒ e. The lesser of 3% or the highest percentage allocated to any Key Employee.

☐ f. _____ % (Must be at least 3.)

D10. Limits on Allocations of Employer Contributions (Section 2.3.2) - Other than the Minimum Top-Heavy Allocation and Maximum Permissible Annual Additions, the Plan imposes the following limits: (Select all applicable)

☒ a. No Plan imposed limits

☐ b. The minimum allocation to any Participant eligible for an allocation of Non-Elective Contributions for a Plan Year is:

☐ b.1. \$ _____

☐ b.2. _____ % of Compensation

☐ c. The maximum allocation to any Participant eligible for an allocation of Non-Elective Contributions for a Plan Year is:

☐ c.1. \$ _____

☐ c.2. _____ % of Compensation

D11. Prevailing Wage Contributions (Section 2.2.1(a)(4)) - This contribution shall be determined pursuant to the Davis Bacon Act or any other Federal, State, or Municipal prevailing wage law. All contributions must be 100% vested at all times, and shall be made and allocated on a timely basis as required by the various acts. No age or service requirement under this Plan shall apply to this contribution. (Select one.)

☒ a. Not applicable. Prevailing Wage Contributions are not permitted.

Select b. or c. to indicate that this Plan will accept Prevailing Wage Contributions. In either case, for Participants receiving an allocation of Prevailing Wage Contributions who are not eligible for other Employer Contributions, the Prevailing Wage Contribution will be allocated to a Segregated Account, as determined by the prevailing wage schedule.

For Participants entitled to Prevailing Wage Contributions as well as an allocation of other Employer Contributions which are 100% vested when made, the Prevailing Wage Contribution will:

☐ b. Supplement the other Employer contributions.

☐ c. Reduce the other Employer contributions.

Note: If b. or c. is selected, you must attach the prevailing wage schedule to this Adoption Agreement and to the Summary Plan Description.

D12. Allocation Dates and True-Up for Employer Contributions (Sections 2.2.1 and 2.3.3) - Employer Contributions (other than prevailing wage contributions) will be allocated to Participant Accounts as indicated below. (Select one of a. through h. and one of i. through o.)

Allocation Dates - Select one of a. through h.

- ☒ a. Annually, the last day of the Plan Year.
- ☐ b. The Valuation Date elected in B2 coincident with or next following the date the contribution is made.
- ☐ c. The last day of the Compensation Computation Period selected in C3.
- ☐ d. The last day of each pay period.
- ☐ e. Quarterly, the last day of each Plan Year quarter.
- ☐ f. Quarterly, the last day of each calendar year quarter.
- ☐ g. Monthly, the last day of each calendar month.
- ☐ h. Other - Specify: _____

True-Up - Select one of i. through o.

- ☒ i. No True-up.
- ☐ j. True-up to the current pay period for the Plan Year to date.
- ☐ k. True-up at the end of the Plan Year.
- ☐ l. True-up year-to-date at each Valuation Date.
- ☐ m. True-up year-to-date at each allocation date.
- ☐ n. True-up each plan-year quarter with respect to the Compensation for that plan-year quarter. (No True-up at the end of the Plan Year.)
- ☐ o. True-up each calendar month with respect to the Compensation for that calendar month. (No True-up at the end of the Plan Year.)

D13. Employee Classifications (Section 2.3.2) - If the Plan allocates the Employer Contributions based on Employee classifications, define the classifications below: (In the text area, add rows as needed to list all Employee Classifications.)

<u>Employee Classification</u>	<u>Description of Classification</u>
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E. Vesting Provisions

- E1. **Vesting Schedule (Section 2.4.1)** - Benefits will vest in accordance with the method specified in a. through d. below. (Select one under each column. All contributions made pursuant to the Prevailing Wage Contribution provisions (D11) shall be 100% vested and nonforfeitable at all times.)

Vesting Schedule for Years when the Plan is not Top-Heavy	Top-Heavy Vesting Schedule	
<input type="checkbox"/>	<input type="checkbox"/>	a. At the rate of 20% each year after 2 Years of Vesting Service (20% vested in second year).
<input type="checkbox"/> ____ years	<input type="checkbox"/> ____ years	b. 100% vesting after ____ (not to exceed 3) Year(s) of Vesting Service.
<input type="checkbox"/>	<input type="checkbox"/>	c. 100% vesting upon participation.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	d. Other. Enter the percentage for each service range. (Optional vesting schedule must be at least as favorable as b.)
____ %	____ %	Less than 1 year of vesting service
25.000 %	25.000 %	1 but less than 2
50.000 %	50.000 %	2 but less than 3
75.000 %	75.000 %	3 but less than 4
100.000 %	100.000 %	4 but less than 5
____ %	____ %	5 but less than 6
100%	100%	6 or more

Vesting at attainment of Early Retirement Age, Death, or Disability while employed. (Select all that apply among the e. sub-options and f. However, you may not select both e-C and f. in the same column.)

Vesting Schedule for Years when the Plan is not Top-Heavy	Top-Heavy Vesting Schedule	
e. 100% vesting if any of the selected events occur while a Participant is employed by the Employer.		
<input type="checkbox"/>	<input type="checkbox"/>	e-A Early Retirement Age
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	e-B Death
<input type="checkbox"/>	<input type="checkbox"/>	e-C Disability
Vesting Service while Disabled		
<input type="checkbox"/>	<input type="checkbox"/>	f. A Disabled Participant continues to earn Vesting Service as though he were still employed

- E2. **Prior Vesting Schedule** - Complete the following if a prior vesting schedule continues to apply to Participants' Accounts. This prior vesting schedule may be more generous than that described in E1. and the Plan is subject to the limitations of Section 3.8.3(b). Or, the prior vesting schedule may be less generous, and continues to apply to contributions prior to the date specified under E2.a.2.

- ☐ a. A prior vesting schedule applies to certain participants. The vesting schedule was amended effective ____/____/____.
- ☐ a.1. The prior vesting schedule is more generous than the vesting schedule of E1
- ☐ a.2. The prior vesting schedule is less generous than the vesting schedule of E1 and continues to apply to contributions made prior to ____/____/____.

b. Enter the vested percentage for each service range under the prior schedule

_____	%	Less than 1 year of vesting service
_____	%	1 but less than 2
_____	%	2 but less than 3
_____	%	3 but less than 4
_____	%	4 but less than 5
_____	%	5 but less than 6
_____	%	6 but less than 7
_____	100%	7 or more

E3. Transferred Assets Vesting Schedule (Section 3.9.3(b)) - For transfers occurring after 12/31/07, complete the following only if the other plan's vesting schedule provides greater vesting than the vesting schedule listed above.

- ☐ a. A different vesting schedule applies to assets that were transferred from another plan.
- ☐ b. Specify the name of the plan from which assets were transferred: _____
- ☐ c. Specify the name of the source account from which assets were transferred (e.g. Profit Sharing): _____
- ☐ d. Enter the vested percentage for each service range under the transferred assets vesting schedule:

_____	%	Less than 1 year of vesting service
_____	%	1 but less than 2
_____	%	2 but less than 3
_____	%	3 but less than 4
_____	%	4 but less than 5
_____	%	5 but less than 6
_____	100%	6 or more

E4. Reemployment - Section 2.4.3 provides that Years of Vesting Service completed after a Break in Service are not counted for purposes of increasing the vested percentage attributable to service before the Break in Service unless reemployed within 5 years, unless otherwise indicated below.

- ☒ a. Plan provision described above (5-year break rule).
- ☐ b. Count all service after the Break in Service for purposes of increasing the vested percentage attributable to service before the Break in Service.
- ☐ c. Not applicable - 100% immediate vesting.

Omit the rest of this section E if ALL accounts are 100% vested at participation.

E5. Forfeitures (Section 2.4.4) - When a Participant terminates, the nonvested portion of his accounts is treated as a Forfeiture, as indicated below. (Select all applicable.)

- ☐ a. No Forfeitures shall occur if the Participant is entitled to an allocation of Forfeitures. In this case, the forfeiture will occur and be applied as of the first date indicated in item E6. for which the Participant is not entitled to an allocation of Forfeitures.

The forfeiture is determined as of the: (Must select one of b. through e. May select e. along with b. or c., in which case the forfeiture is determined as of the earlier of the two dates.)

- ☒ b. Last day of the Plan Year in which the distribution occurs.
- ☐ c. Valuation Date coincident with or next following the Distribution Determination Date.

- ☐ d. As of the last day of the Plan Year in which the _____ Break in Service occurs.
- ☐ e. Later of the last day of the Plan Year in which the distribution occurs, or the last day of the Plan Year of the _____ Break in Service.

If forfeitures are determined based on distributions, forfeitures occur: (Must select f. or g., if option b., c., or e. is selected.)

- ☒ f. Only when the entire vested interest (the final payment) is distributed.
- ☐ g. Pro-rata as the vested interest is distributed.

Deemed distributions to nonvested Participants occur as of:

- ☐ h. The date of termination
- ☒ i. The last day of the Plan Year in which the Participant terminates employment
- ☐ j. The Valuation Date next following the Participant's date of termination
- ☐ k. The last day of the Plan Year following the Plan Year in which the Participant terminates employment
- ☐ l. Other: _____, however, no earlier than the date of termination and not later than the last day of the Plan Year of the 5th consecutive Break in Service.

E6. Application of Forfeitures (Select all applicable. Must select at least one of a., d., or e.)

Note: If c. is not selected, then any restoration of forfeitures will be accomplished by an additional Employer contribution specifically allocated to the Participant's Account.

- ☐ a. Not applicable; 100% immediate vesting.
- ☐ b. Reduce administrative expenses of the Plan.
- ☐ c. Restore forfeited account balances of rehires who are eligible for a restoration of forfeitures. If that allocation is insufficient, the Employer shall make an additional contribution specifically allocated to the Participant's Account.
- ☐ d. Reduce Employer Contributions, at the discretion of the Plan Administrator.
- ☒ e. Supplement Employer Contributions, at the discretion of the Plan Administrator.

Forfeitures shall be applied as of:

- ☐ f. Each Valuation Date.
- ☒ g. Each Anniversary Date.
- ☐ h. Each Allocation Date for Employer Contributions.

Forfeitures to be applied were determined:

- ☒ i. During the Plan Year.
- ☐ j. Since the prior Valuation Date.
- ☐ k. For the period before the prior Valuation Date.
- ☐ l. Since the prior Allocation Date.
- ☐ m. For the period before the prior Allocation Date.

Omit the following questions unless forfeitures are allocated to Participants (item E6e).

E7. **Requirement to Share in Allocation of Forfeitures** - In order to share in the allocation of Forfeitures that supplement rather than reduce other contributions, a Participant:

- ☐ a. Not applicable; 100% immediate vesting or Forfeitures do not supplement Employer Contributions.
- ☒ b. Must be eligible to receive an allocation of the Employer Contribution.
- ☐ c. All Participants are eligible to receive an allocation of Forfeitures. (may require testing)
- ☐ d. Must be a Participant and employed on the date the Forfeiture is determined per E5, above. (may require testing)
- ☐ e. Must be a Participant and employed on the date the Forfeiture is applied per E6, above.

If d. or e. is selected, Participants are also eligible in the Plan Year of death, retirement or disability, as indicated below.

- ☐ f. In the Plan Year of Death
- ☐ g. In the Plan Year of Retirement
- ☐ h. In the Plan Year of Disability

E8. **Allocation of Forfeitures (Section 2.4.4)** - Forfeitures are allocated:

- ☒ a. In the same manner as the respective Employer Contribution for the Plan Year. (Must select a. if Plan uses permitted disparity in the allocation formula.)
- ☐ b. In proportion to each Participant's Compensation for the Plan Year.
- ☐ c. In proportion to each Participant's Compensation for the Compensation Computation Period.
- ☐ d. As a flat dollar amount determined by dividing the Forfeiture amount by the number of Participants eligible to receive an allocation of Forfeitures.

F. Distribution Provisions

Unless otherwise specified, select only one option to each question below.

F1. Forms of Distribution (Section 2.5.2) - (Select all applicable)

No spousal consent shall be required for a distribution if the only forms of distribution available or elected are lump sum distribution, partial distribution, or installments. If an annuity option of life or longer is selected, Qualified Joint and Survivor Annuity provisions apply.

- ☒ a. Lump sum distribution
 - ☒ a.1. without regard to amount
 - ☐ a.2. not to exceed \$ _____
 - ☐ a.3. if the Participant has completed ____ Years of Service and has attained age ____
- ☐ b. Partial non-periodic distribution. Ad hoc distributions at the times and in the amounts requested by the Participant or Beneficiary,
 - ☐ b.1. without regard to amount.
 - ☐ b.2. with the amount of any distribution to be at least \$ _____ (\$200 or less) or the total remaining distributable benefit, if less.
- ☐ c. Installment payments paid:
 - ☐ c.1. Over _____ years payable on an annual, quarterly, or monthly basis
 - ☐ c.2. Over a period of years selected by the Participant that is less than the life of the Participant payable on an annual, quarterly, or monthly basis
 - ☐ c.3. Other: _____
Note: This option is not considered a modification to the pre-approved plan.
- ☐ d. Annuities
 - ☐ d.1. for not more than ____ years.
 - ☐ d.2. for the life of (Select all that apply.)
 - ☐ 2.A. the Participant.
 - ☐ 2.B. the Participant and spouse.
 - ☐ 2.C. the Participant and a Designated Beneficiary (Must also complete the "Other J&S options" column under F3)
 - ☐ d.3. for a certain period of: (Select all that apply.)
 - ☐ 3.A. 5 years
 - ☐ 3.B. 10 years
 - ☐ 3.C. 15 years
 - ☐ 3.D. 20 yearsand thereafter for the life of: (Select all that apply.)
 - ☐ 3.E. the Participant
 - ☐ 3.F. the Participant and spouse
 - ☐ 3.G. the Participant and a Designated Beneficiary
 - ☐ d.4. for a period certain selected by the Participant that is less than the life expectancy of: (Select all that apply.)
 - ☐ 4.A. the Participant
 - ☐ 4.B. the Participant and spouse
 - ☐ 4.C. the Participant and a Designated Beneficiary

- ☐ e. Minimum Distributable Amount to nonvested Participants (Section 2.5.1(c)) - The Plan will provide the lesser of the Account Balance or \$_____ (Amount cannot exceed \$100) to a Participant with no vested balance.

Direct and Participant Rollovers from the Plan

- ☐ f. Direct Rollovers by non-spouse beneficiary to an inherited IRA were permitted for distributions after ____/____/_____. (Enter a date on or after December 31, 2006 and prior to January 1, 2008 to indicate early adoption of this provision which is required for distributions after December 31, 2007. 2009 Interim Amendment item 3.)
- ☐ g. The Plan permits or permitted after-tax contributions and Direct and/or Participant rollover of after-tax amounts to a 403(b) annuity contract are permitted effective ____/____/_____. (2009 Interim Amendment item 2.) The Plan permits:
- ☐ g.1. Direct rollovers of after-tax amounts to a 403(b) annuity contract.
- ☐ g.2. Participant rollovers of after-tax amounts to a 403(b) annuity contract.

F2. Mandatory Cash Out and Automatic Direct Rollover Provisions (Sections 2.5.3(c) and 2.5.3(d))

- Select one of a. or b, and complete d. If b. is selected, may also select c.)

- ☐ a. No Mandatory Cash Out.
- ☒ b. The Mandatory Cash Out threshold shall be \$1,000.00. (less than or equal to \$5,000)

The distribution will occur:

- ☐ b.1. As soon as administratively feasible
- ☐ b.2. As soon as administratively feasible after the next Valuation Date
- ☒ b.3. As soon as administratively feasible after the last day of the Plan Year

(Warning: Exclusion of rollovers could trigger automatic rollover provisions if the Participant's total balance exceeds \$1,000)

- ☐ c. Exclude Rollover Contributions when determining the value of the Participant's nonforfeitable Account balance for purposes of the Plan's involuntary cash-out rules. This election shall apply with respect to distributions made after ____/____/_____. (Enter a date no earlier than December 31, 2001.), and with respect to Participants who separated from service after ____/____/_____. (Enter date. The date may be earlier than December 31, 2001.)
- ☒ d. Automatic Rollover. Subject to Section 2.5.3(d), the default form of distribution for Eligible Rollover Distributions that are greater than \$1,000.00 shall be a Direct Rollover. (Must be \$1,000 or less)

F3. Survivor Annuity Percentages and One Year Marriage Rule (Section 2.5.6) - If a life annuity option is selected above (F1d2., F1d3E., F1d3F., or F1d3G.), specify the Qualified Joint and Survivor Annuity percentage and any other permitted survivor annuity percentages. (Select one in column 1 and all that apply in column 2. Also select one of g. or h.)

Note: In addition to the percentage selected for the Qualified Joint and Survivor Annuity, a Participant must be permitted to elect an optional form of annuity. If the selected Qualified Joint and Survivor Annuity percentage is less than 75%, the Qualified Optional Survivor Annuity will be 75%. If the selected percentage is 75% or more, the Qualified Optional Survivor Annuity will be 50%.

- ☐ a. 50%
- ☐ b. 66.67%
- ☐ c. 75%
- ☐ d. 100%
- ☐ e. _____% (Specify the percentage. May not be less than 50% or greater than 100%)

- ☐ f. Other percentage selected by the Participant which is not less than 50% nor more than 100%

"One Year Marriage Rule" (Section 2.5.6(d))

- ☐ g. Apply the "One Year Marriage Rule"
- ☐ h. The "One Year Marriage Rule" does not apply

F4. Designated Beneficiary Survivor Annuity Percentages (Section 2.5.6) - If a joint and survivor annuity option for a Designated (non-spouse) Beneficiary is selected above (F1.d.2.C. and/or F1.d.3.G.), select the survivor annuity percentage(s) that a Participant may elect for the survivor's annuity payments. (Select a. or all applicable from b. through g.)

- ☐ a. Same as the Qualified Joint and Survivor percentage selected in F3.
- ☐ b. 50%
- ☐ c. 66.67%
- ☐ d. 75%
- ☐ e. 100%
- ☐ f. _____ % (Specify the percentage. May not be less than 50% or greater than 100%)
- ☐ g. Other percentage selected by the Participant which is not less than 50% nor more than 100%

F5. Distributable Event due to Disability - A distributable event due to Disability occurs:

- ☒ a. Termination Date. (Distributable event occurs upon the Participant's termination of employment.)
- ☐ b. The Participant's actual date of disability, as determined by the Plan Administrator.
- ☐ c. _____ months after the Participant's actual date of disability, as determined by the Plan Administrator.
- ☐ d. The date the Plan Administrator determines the Participant to be disabled.

F6. Distribution Determination Date (Section 2.5.1(d)) - For distribution purposes, the value of a Participant's vested Account Balance shall be determined as of:

Note: The value of investments in Accounts valued on a daily basis is always determined on the date of distribution.

Select one under each column.

Column 1 establishes the Distribution Determination Date upon termination of employment for reasons other than Death, Disability, or Retirement, for all Accounts other than those specified under column 3 (Voluntary and Rollover).

Column 2 establishes the Distribution Determination Date for a distributable event due to Death, Disability, or Retirement, for all Accounts other than those specified under column 3.

Column 3 established the Distribution Determination Date for Voluntary and Rollover Accounts, for any distributable event.

Termination Prior to Death, Disability, or Retirement	Death, Disability, or Retirement	Voluntary and Rollover Accounts	

Termination Prior to Death, Disability, or Retirement	Death, Disability, or Retirement	Voluntary and Rollover Accounts	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. The last day of the Plan Year coinciding with or next following the date of the distributable event.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	b. The Valuation Date coinciding with or next following the date of the distributable event.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. The Valuation Date coinciding with or immediately preceding the date of the distributable event.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d. As soon as administratively feasible following the date of the distributable event, based on the preceding Valuation Date.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e. The indicated date following ___ consecutive Breaks in Service. (Select one of A., B., or C. and complete D.)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e.1. Valuation Date
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e.2. Anniversary Date
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e.3. Other Date. (Specify in the text box. e.g. "Last Day of the Plan Year")
			e.4. Number of Breaks in Service
<input type="checkbox"/>	N/A	N/A	f. The Valuation Date preceding the Participant's Normal or Early Retirement Date

F7. Time of Distribution (Sections 2.5.1 and 2.5.4) - For distributions other than mandatory cash out distributions, the distribution shall be made as indicated below: (See F2. for mandatory cash out selections.)

Distributions to Participants who resign or are discharged prior to death, disability, or retirement shall be:

- ☐ a. Made within a reasonable period following the Distribution Determination Date
- ☒ b. Made within a reasonable period following the Anniversary Date
- ☐ c. Deferred until the Participant's Normal or Early Retirement Date

Distributions as a result of death, Disability, or retirement shall be:

- ☒ d. Made within a reasonable period following the Distribution Determination Date
- ☐ e. Made within a reasonable period following the Anniversary Date

Restriction on Immediate Distributions - Immediate distributions are only permitted if the Participant's vested Account Balance is less than:

- ☒ f. No Restriction
- ☐ g. \$ _____

F8. In-service Distributions (Section 2.5.12) - In-service distributions are permitted as specified below.

Warning: In-service distributions are a protected benefit. If the Plan was in existence before the adoption of this Adoption Agreement, the selections under this item should be the same as, or

more liberal than, the selections previously made, to avoid a cutback in protected benefits and to have uniform provisions apply to all Participants. However, if the Employer chooses to amend the in-service distribution provisions to make the provisions more restrictive, such an amendment will only apply to eligible employees hired on or after the effective date of such amendment. Further, the effective date of such an amendment to the in-service distribution provisions can be no earlier than the adoption date of the amendment.

a. Amendment to in-service distribution provisions. Select one of a1. through a3.

- ☒ a.1. Not Applicable - New Plan or the selections below are identical to those previously made.
- ☐ a.2. The selections below reflect an amendment to in-service distribution provisions, and these selections are a liberalization (e.g. reduction in age requirement, availability of more Accounts), that will be effective as of the Effective Date of this Adoption Agreement and will apply to all Participants.
- ☐ a.3. The selections below reflect an amendment to the in-service distribution provisions, and these selections are more restrictive (e.g. imposition of limitations on the number of in-service distributions during a Plan Year). These in-service distribution provisions will apply only to eligible employees hired on or after the effective date for the in-service distribution provisions selected below. The effective date for these provisions is the later of the Adoption Date of this Adoption Agreement or ____/____/____ (specify date that is on or after the Adoption Date).

Note: If a3 is selected, you must also specify the in-service distribution provisions under the prior plan, on the SPD screen.

b. Availability of in-service distributions. Select b1. or b2. If b2. is selected, complete the remainder of this item F7.

- ☐ b.1. No in-service distributions are permitted
- ☒ b.2. In-service distributions are permitted, as provided below.

c. Specify the requirements to be satisfied to receive an in-service distribution from the Employer Contribution Account, for reasons other than hardship: (Select all that apply.) (In-service distributions due to hardship are specified under F7d.)

Retirement Age

- ☒ c.1. Attainment of Normal Retirement Age.
- ☐ c.2. Attainment of Early Retirement Age.

Other requirements (Complete all that apply.)

- ☒ c.3. Attainment of age 59 . 5.

If requirements under c4. through c8. apply, then the Participant must attain the indicated age:

- ☐ c.3.A. **AND** meet the requirements indicated below.
- ☐ c.3.B. **OR** meet the requirements indicated below.
- ☐ c.4. Amounts have been allocated for ____ years (Must be at least 2)
- ☐ c.5. Require participation for at least ____ years Must be at least 5.)
- ☐ c.6. Amounts have been allocated for ____ years (Must be at least 2) AND require participation for at least ____ years Must be at least 5.)
- ☐ c.7. Amounts have been allocated for ____ years (Must be at least 2) OR require participation for at least ____ years Must be at least 5.)
- ☐ c.8. Vesting - Must be fully (100%) vested in all Plan accounts to receive an in-service

distribution. If additional requirements apply, as selected in f3. through f7., the Participant must satisfy those requirements as well as being 100% vested.

- ☐ d. In-service distributions due to hardship are permitted from the Employer Contribution account, subject to the stated deemed hardship standards of Reg. 1.401(k)-1(d)(2)(iv) (the 6 criteria):

The Employer may choose to impose requirements in addition to the criteria for hardship for an in-service distribution due to hardship. (Complete all that apply.)

- ☐ d.1. Hardship only. No other requirements apply.
- ☐ d.2. In addition to meeting the hardship criteria, the Participant must also satisfy
- ☐ Any ☐ All of the following conditions:
- ☐ d.2.A. Attainment of age ____.
- ☐ d.2.B. Amounts have been allocated for ____ years. (Must be at least 2.)
- ☐ d.2.C. Require participation for at least ____ years. (Must be at least 5.)
- ☐ d.2.D. Amounts have been allocated for ____ years (Must be at least 2) **AND** require participation for at least ____ years Must be at least 5.)
- ☐ d.2.E. Amounts have been allocated for ____ years (Must be at least 2) **OR** require participation for at least ____ years Must be at least 5.)
- ☐ d.2.F. Vesting - Must be fully (100%) vested in all Plan accounts to receive an in-service distribution due to hardship.

- ☐ e. Deemed severance distributions are also permitted from the Employer Contribution account, for Participants on active duty for 30 day performing qualified military service. The requirements selected under c. and/or d. do not apply to a distribution due to Deemed Severance.

In-service distributions from Rollover Accounts and Voluntary Contribution Accounts

- ☒ f. In-service distributions from the following accounts are permitted, provided the conditions selected under g. are satisfied:
- ☒ f.1. All Rollover Accounts, including Roth Rollover Accounts (from transfers into the Plan)
- ☐ f.2. Rollover Accounts, excluding Roth Rollover Accounts (from transfers into the Plan)
- ☐ f.3. Voluntary Contribution Accounts
- g. The following requirements must be satisfied to receive an in-service distribution from Rollover Accounts and Voluntary Contribution Accounts. (Select all applicable.)
- ☒ g.1. None; a participant may request distribution of from these accounts at any time.
- ☐ g.2. Normal Retirement Age
- ☐ g.3. Early Retirement Age
- ☐ g.4. Age ____
- ☐ g.5. Hardship
- ☐ h. Deemed severance distributions are also permitted from the accounts indicated under f., for Participants on active duty for 30 day performing qualified military service. The requirements selected under g. do not apply to a distribution due to Deemed Severance.
- i. The Employer may choose to limit the number of in-service distributions made to a Participant during a Plan Year and/or to set a minimum amount for any single in-service distribution, provided that such administrative provisions do not discriminate in favor of Highly Compensated Employees.

Warning: If the Plan was in existence before the adoption of this Adoption Agreement, the

selections under F7i. must be the same as the prior plan provisions (e.g. i1. for Plans on an EGTRRA version LoVasco Consulting Group document.) to avoid an amendment to the in-service distribution provisions as described in the warning for item F7a.

- ☒ i.1. No limitations on the number of in-service distributions made during a Plan Year and no minimum amount for an in-service distribution.
- ☐ i.2. The maximum number of in-service distributions made to any Participant during a Plan Year is _____. (One request, regardless of the number of accounts from which the distribution is to be taken, is counted as one in-service distribution.)
- ☐ i.3. The minimum amount of a single in-service distribution made to any Participant during a Plan Year is the lesser of \$_____ or the total value of the vested account balances of the accounts eligible for in-service distribution. (Enter a value not to exceed \$1000.00). (One request, regardless of the number of accounts from which the distribution is to be taken, is considered a single in-service distribution.)

F9. Qualified Domestic Relations Orders - Section 3.11.6 provides that the Employer may elect to permit distributions to an Alternate Payee pursuant to the terms of a Qualified Domestic Relations Order even if the Participant continues to be employed.

- ☐ a. Distributions to an Alternate Payee are not permitted while the Participant continues to be employed before the earliest possible retirement age pursuant to Code section 414(p).
- ☒ b. Distributions to an Alternate Payee are permitted while the Participant continues to be employed on or after the date a Domestic Relations Order is determined to be a Qualified Domestic Relations Order by the Plan Administrator.

F10. Required Minimum Distributions

- a. Required Beginning Date - The General Rule in Section 2.5.8(i)(5) states that minimum distributions to a Participant must begin by April 1 of the calendar year following the calendar year in which the Participant attains age 70 1/2.

Warning: If the Plan was in existence before the adoption of this Adoption Agreement, the choice between items F10.a.1. or F10.a.2. must be the same as the selection previously made.

- ☐ a.1. Required Beginning Date is age 70 1/2 for all Participants.
- ☒ a.2. Exception for Non-5-Percent Owners. (The Required Beginning Date for Participants who are not 5-Percent Owners shall be the later of April 1st of the calendar year following the calendar year in which the Participant attains age 70 1/2, or April 1st of the calendar year following the calendar year in which the Participant retires.)
- ☐ b. If selected, Participants or Beneficiaries may elect to apply the 5-year rule to distributions regarding a Participant who dies before distributions begin.

G. Other Administrative Provisions

- G1. Earnings for Distribution Purposes - Section 3.1.2 permits the Employer to specify the manner in which earnings are allocated to Participants who receive distributions on any date other than a Valuation Date.

- ☒ a. Earnings will be credited solely as of the immediately preceding Valuation Date.
☐ b. Actual earnings will be credited to the date of distribution.

Note: Earnings and gains and losses on investments in Accounts that are valued on a daily basis are always credited to the date of distribution.

- G2. Earnings on Forfeiture Accounts (Section 3.1.3)

- a. Will any Forfeiture Account holding the Plan's aggregate Forfeitures be subject to Trust earnings?

- ☒ a.1. Yes.
☐ a.2. No.

- G3. Investment Control - Section 4.5 of the Trust provides that the Employer may elect to permit Participants to control the investment of their Accounts. (Select a. or b. If b. is selected, complete the remainder of this item as appropriate.)

Note: If the options under investment control are compatible with the attached trust, choose the investment control provisions a. through g. If the other trust has unique investment control provisions choose h. in which case the provisions of the trust will govern. Attaching a trust other than the LoVasco Consulting Group trust or another trust pre-approved for use with the LoVasco Consulting Group prototype will cause the plan to be considered Individually Designed.

- ☐ a. Participants may not control their investments.
☒ b. Participants may control the investment of their accounts, as provided below. The following elections apply to: (Select one of b1. through b3. Also, select one of c. or d., and complete the remainder of this item as applicable.)
☒ b.1. Account balances as of the Effective Date of this Plan as well as future contributions.
☐ b.2. Contributions made as of ___/___/___ and after. Participants may not control the investment of contributions made as of a prior date. (This option requires sub-accounts to be established as of the specified date.)
☐ b.3. Other: _____ (Specify other provisions for determining the portions of a Participant's accounts that the Participant may control. Indicate the accounts subject to Participant control under option c. or d. The provision entered in this item b3 must not discriminate in favor of Highly Compensated Employees. If this provision is not uniformly available, it must be tested for nondiscrimination.)

If b. is selected, specify the Accounts over which the Participant may exercise investment control, subject to the limitations of b1., b2., or b3., by selecting one of c. or d.

- ☒ c. Participants may control the investments in all Accounts.
☐ d. Participants may control their investments solely with respect to amounts attributable to: (Select one or more.)
☐ d.1. Employer Contributions
☐ d.2. Voluntary Contributions
☐ d.3. Deemed IRA Contributions

- ☐ d.4. Amounts held in a Rollover Account
- ☐ e. Must be 100% vested in directed Accounts.
- f. Elections to transfer investments to a Controlled Account may occur:
 - ☒ f.1. Only on a Valuation Date
 - ☐ f.2. As of the date of election, provided such election is deemed feasible by the Trustee
- ☒ g. This Plan is intended to comply with ERISA section 404(c). (Plan Administrator or appropriate Fiduciary shall ensure that the Plan provides Participants with the minimum options and information required by ERISA section 404(c) and the Regulations thereunder.)
- ☐ h. Not Applicable (see attached Trust).

G4. Life Insurance Authorization - Section 3.10.1 permits the purchase of Life Insurance Policies to provide incidental insurance benefits. (Select one)

- ☒ a. No Life Insurance shall be purchased.
- ☐ b. The purchase of Life Insurance is permitted as provided under Part 3 Article 10 and the Life Insurance Policy adopted by the Employer.

G5. Loans - Section 3.5.1 provides that the Employer may elect to permit loans to Participants and Beneficiaries in accordance with a Participant loan program.

- ☐ a. Loans are permitted, in accordance with a Participant loan program.
- ☒ b. Loans are not permitted.

G6. Rollovers / Portability - Section 3.9.3 authorizes the Employer to permit rollover of Eligible Rollover Distributions from other qualified plans and IRAs to this Plan. (Select all applicable.)

- ☐ a. Rollover contributions are not permitted.
- ☐ b. Rollover contributions are permitted only from other plans of the Employer:
 - ☐ b.1. Including Roth Rollovers.
 - ☐ b.2. Excluding Roth Rollovers.
- c. The indicated types of Rollovers or Transfers are permitted, and the Plan will accept rollovers from the plans / IRAs indicated below. (To permit Rollovers or Transfers, select all that apply under this item c.)

Direct Rollover (Trust to Trust transfer)	Participant Rollover (within 60 days of the distribution)	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	c.1. Permitted, as indicated below, from:
<input type="checkbox"/>	<input type="checkbox"/>	c.2. A qualified plan described in Code sections 401(a) or 403(a), excluding after-tax employee contributions.
<input type="checkbox"/>	N/A	c.3. A qualified plan described in Code sections 401(a) or 403(a), including after-tax employee contributions.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	c.4. An annuity contract described in Code sections 403(b). After-tax amounts:

Direct Rollover (Trust to Trust transfer)	Participant Rollover (within 60 days of the distribution)	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	c.4.A Will be accepted by the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	c.4.B Are excluded. The Plan will not accept rollover of after-tax amounts.
<input type="checkbox"/>	<input type="checkbox"/>	c.5. An eligible plan under Code section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.
<input type="checkbox"/>	<input type="checkbox"/>	c.6. An Individual Retirement Account or Annuity described in Code sections 408(a) or (b) or 408A that is eligible to be rolled over:
<input type="checkbox"/>	<input type="checkbox"/>	c.6.A Including a Transfer/Rollover from a Roth IRA. (May select this option only if the Plan permits Deemed IRA Accounts.)
<input type="checkbox"/>	<input type="checkbox"/>	c.6.B Excluding a Roth IRA. Transfer/ Rollover from a Roth IRA is not permitted.

d. Rollovers are accepted:

- ☐ d.1. Only after Participant enters Plan.
☒ d.2. From Employees in an eligible class before Plan entry.

e. Rollovers of in-kind assets are:

- ☐ e.1. Permitted.
☒ e.2. Not permitted.
☐ e.3. Permitted, except Participant loans.
☐ e.4. Not permitted, except Participant loans.
☐ e.5. Permitted only if from other plans of the Employer.

G7. Multiple Plans Provisions - The Employer that maintains a qualified defined benefit plan in which any Participant in the Plan is, was, or could become a Participant adds the following optional provisions that it deems necessary to satisfy Code section 416 because of the required aggregation of multiple plans:

- ☒ a. Not applicable - No other plan or other plan terminated prior to the Effective Date of this Adoption Agreement.
☐ b. A minimum contribution allocation of 5% of each eligible Non-Key Employee's total Compensation shall be provided in a defined contribution plan of the Employer.
☐ c. A minimum benefit of the lesser of 2% times years of service or 20% of each eligible Non-Key Employee's Average Compensation shall be provided in a defined benefit plan of the Employer.
☐ d. A minimum benefit of the lesser of 2% times years of service or 20% of each eligible Non-Key Employee's Average Compensation shall be provided in a defined benefit plan of the Employer but offset by the amount contributed on such eligible Non-Key Employees behalf under any defined contribution plan of the Employer.
☐ e. Other - Specify: _____

Note: When selecting "e. Other" the method selected must preclude Employer discretion (method used must be definitely determinable and clearly stated). If c. or d. selected, should coordinate with any existing defined benefit plan.

G8. Top-Heavy Assumptions - (SKIP this question UNLESS the Employer also has a Defined Benefit

Plan.) The interest rate and mortality table used to establish the present value of accrued benefits in order to calculate the Top-Heavy Ratio under Code section 416 shall be:

- ☐ a. Same as the following defined benefit plan:
- ☐ b. Interest Rate: _____
(Insert description of variable rate or enter fixed rate.)
Mortality table: _____
Note: The actuarial assumptions entered here should be coordinated with any existing defined benefit plan.

G9. Top-Heavy Duplications - If Employer maintains two or more defined contribution plans, the Employer has determined that a minimum top-heavy benefit will be provided as follows:

- ☒ a. Not applicable - No other plan or other plan terminated prior to the Effective Date of this Adoption Agreement.
- ☐ b. A minimum contribution of _____ % of each Non-Key Participant's Compensation shall be provided by:
 - ☐ b.1. This Plan.
 - ☐ b.2. The following defined contribution plan: _____
 - ☐ b.3. Employees who will receive the minimum benefit under such other plan: _____

Note: Satisfying the minimum top-heavy allocation in another plan for some but not all of the Participants may cause the Plan to fail to satisfy the uniformity requirement of Treasury Regulations section 1.401(a)(4)-2(b)(2)(ii) for plans using a design-based safe harbor, even though all other requirements of the safe harbor are met.

G10. Multiple Plans Maximum Permitted Disparity (Section 2.3.5)

- ☒ a. The Employer does not sponsor any other qualified plans. (SKIP the remaining items in G10.)
- ☐ b. The Employer has another defined contribution plan, but no Participant in the Plan has ever participated in a defined benefit plan sponsored by the Employer. (SKIP items e. and f.)

(Complete items c. and d. only if the Plan formula is integrated (Formulas D8r. through D8u.))

If the maximum permitted disparity is exceeded:

- ☐ c. If the Employer sponsors another defined contribution plan, the allocation will be adjusted in this Plan, as selected below:
 - ☐ c.1. Allocation based pro-rata on Compensation.
 - ☐ c.2. Allocation based on the (Tier 2) Excess Contribution Percentage (*only available if allocation formula D8r. selected*).
 - ☐ c.3. Allocation based on the (Tier 1) Base Contribution Percentage (*only available if allocation formula D8r. selected*).
 - ☐ c.4. General test will be performed without recognizing imputed disparity (*only available if allocation formula D8r. or D8u. is selected*).
- ☐ d. Allocation or accrued benefit will be adjusted in another DC plan of the Employer.

If the Employer also sponsors a defined benefit plan, for Plan Years on or after 1/1/89, the Annual Overall Permitted Disparity Fraction equals:

- ☐ e. 1 (one).
- ☐ f. The value determined under the provisions of Reg. 1.401(l)-5.

G11. Trustee Authority - Subject to Section 2.2 of the Trust, if the Employer has appointed a group of 2 or more individuals to act as Trustee of the Plan, the Trustee may be bound by:

- ☐ a. Not Applicable (see attached Trust).
- ☐ b. The act of the majority.
- ☒ c. The act of any 1 (insert number) individuals acting in the capacity of the Trustee.

G12. Prior Plan Protected Benefits (Section 3.8.3) - The adoption of this Plan shall not reduce or eliminate any previously accrued protected benefits under IRC 411(d)(6). In the event that this adoption agreement does not reflect an optional form of payment or other protected benefit accrued under a prior plan, the employer may elect to attach an appendix to this adoption agreement, describing all such prior plan protected benefits.

- ☒ a. Not Applicable.
- ☐ b. Appendix describing prior plan protected benefits is attached to this adoption agreement. Specify the contents of the appendix: _____

The name, address and telephone number of the Document Sponsor which is also the document provider, is:

Document Sponsor and Document Provider

LoVasco Consulting Group
535 Griswold Street, Suite 1600
Detroit, MI 48226
(313) 374-1700

This Plan must be registered with the Document Sponsor within 60 days of adoption of this document, and the Document Serial Number assigned by the Document Sponsor shall be affixed to this signature page. The adopting Employer must notify the Document Sponsor if the Plan is terminated, merged, or of any changes in the name, address, or EIN of the adopting employer at least annually, and within 30 days of any request of the Document Sponsor. If the adopting Employer terminates its relationship with the Document Sponsor, its Plan will no longer be considered a pre-approved plan sponsored by the Document Sponsor.

Unregistered use of this document will result in the Plan no longer participating in this pre-approved plan, and the document will be considered an individually designed plan, without reliance on the opinion / advisory letter of the Document Sponsor, which could result in the disqualification of the plan.

If the Employer's Plan fails to attain or retain qualification, such Plan will no longer participate in this pre-approved plan and will be considered an individually designed plan.

The Document Sponsor will inform the Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan.

The adopting Employer may rely on an opinion / advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code section 401 except to the extent provided in Revenue Procedure 2011-49.

The Employer may not rely on the opinion / advisory letter in certain other circumstances or with respect to certain qualification requirements that are specified in the opinion letter issued with respect to the Plan and in Revenue Procedure 2011-49.

In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

This Adoption Agreement may be used only in conjunction with Basic Plan Document #03 (the LoVasco Consulting Group Prototype Defined Contribution Plan) Revised 3/31/2014.

* * *

The Employer hereby adopts the Plan as evidenced by the foregoing Adoption Agreement on this 28th day of December, 2015.

Employer:
Acme Township

Trustee:

Jay Zollinger
Officer

Jay B. Zollinger
Trustee

Plan Serial Number: 20151002-0022-A49D

**LOVASCO CONSULTING GROUP
PROTOTYPE
DEFINED CONTRIBUTION TRUST
Basic Plan 03**

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ARTICLE I

INTRODUCTION

1.1 Creation and Title. The Employer and the undersigned Trustee(s) hereby create a Trust to be known by the name set forth in the Adoption Agreement. All terms used herein have the same meaning as described in the LoVasco Consulting Group Prototype Defined Contribution Plan 03.

1.2 Subject to the Requirements of the Plan. Numerous Plan provisions describe the role and duties of the Trustee regarding the Plan. Such provisions are hereby incorporated by reference and apply to the Trustee in the same manner as if they were stated in this Trust Agreement. This Trust is subject to the terms of the Plan, and the Plan shall control in the event of any conflict between the Plan document and this Agreement.

1.3 Effective Date. The provisions of this Trust shall be effective as of the Effective Date specified in the most recent Adoption Agreement unless modified herein.

1.4 Purpose. The Plan and this Trust are established to provide retirement benefits to Eligible Employees in accordance with the Plan and the Adoption Agreement.

1.5 Plan Administration. The Plan is administered by the Plan Administrator. The Trustee shall act according to the Plan Administrator's directions unless such directions are inconsistent with the terms of the Plan or applicable law.

ARTICLE II

TRUSTEE

2.1 Acceptance of Trust. The Trustee, by the execution of this Trust Agreement, agrees to act in accordance with the express terms and conditions hereof and the Plan.

2.2 Trustee Capacity - Co-Trustees.

- (a) The Trustee may be a bank, trust company, or other corporation possessing trust powers under applicable state or federal law or one or more individuals or any combination thereof.
- (b) The term "Trustee" as used herein also includes any person holding the assets of a custodial account, an annuity contract, or other contract that is treated as a qualified trust pursuant to Code section 401(f), and references to the Trust Fund shall be construed to apply to such custodial account, annuity contract, or other contract.
- (c) At any time that a group of individuals is acting as Trustee, the number of such persons who shall act in such capacity from time to time shall be determined by the Employer. The Employer shall appoint such persons, who may or may not be Participants or Employees of the Employer. When there are two (2) or more Trustees, they may allocate specific responsibilities, obligations, or duties among themselves by their written agreement. An executed copy of such written agreement shall be delivered to and retained by the Plan Administrator. Unless otherwise elected by the Employer in the Adoption Agreement, any action taken by the Trustees shall be taken at the direction of a majority of such Trustees, or, if the number of such Trustees is two (2), by unanimous consent.

2.3 Resignation, Removal, and Successors. Any Trustee may resign at any time by delivering to the Employer a written notice of resignation to take effect at a date specified therein, which shall not be less than thirty (30) days after the delivery thereof; the Employer may waive such notice. The Trustee may be removed by the Employer with or without cause, by tendering to the Trustee a written notice of removal to take effect at a date specified therein.

Upon such removal or resignation of a Trustee, the Employer shall either appoint a successor Trustee who shall have the same powers and duties as those conferred upon the resigning or discharged Trustee, or, if a group of individuals is acting as Trustee, determine that a successor shall not be appointed and the number of Trustees shall be reduced by one (1).

2.4 Consultations. The Trustee shall be entitled to advice of counsel, which may be counsel for the Plan or the Employer, in any case in which the Trustee shall deem such advice necessary. The Trustee shall not be liable for any action taken or omitted in good faith reliance upon the advice of such counsel.

With the exception of those powers and duties specifically allocated to the Trustee by the express terms of the Plan, it shall not be the responsibility of the Trustee to interpret the terms of the Plan, and the Trustee may request, and is entitled to receive, guidance and written direction from the Plan Administrator on any point requiring construction or interpretation of the Plan documents.

2.5 Rights, Powers, and Duties. The rights, powers, and duties of the Trustee are:

- (a) The Trustee shall have exclusive authority, discretion, and responsibility for the management and control of the assets of the Trust Fund in accordance with the provisions of the Plan and any amendments thereto, but the Employer may limit the exclusive authority, discretion, and responsibility of the Trustee by written direction delivered to the Trustee. The duties of the Trustee under the Plan shall be determined solely by the express provisions hereof, and no other further duties or responsibilities shall be implied. Subject to the terms of the Plan, the Trustee shall be fully protected and shall incur no liability in acting in reliance upon the written instructions or directions of the

Employer, the Plan Administrator, a duly designated investment manager, or any other named Fiduciary.

- (b) The Trustee shall have all powers necessary or convenient for the orderly and efficient performance of its duties hereunder, including but not limited to those specified in this Section. The Trustee shall have the power generally to do all acts, whether or not expressly authorized, that the Trustee in the exercise of its fiduciary responsibility may deem necessary or desirable for the protection of the Trust Fund and the assets thereof.
- (c) The Trustee shall have the power to collect and receive any and all moneys and other property due the Plan and to give full discharge and release therefore; to settle, compromise, or submit to arbitration any claims, debts, or damages due to or owing to or from the Trust Fund; to commence or defend suits or legal proceedings whenever, in the Trustee's judgment, any interest of the Trust Fund requires it; and to represent the Trust Fund in all suits or legal proceedings in any court of law or equity or before any other body or tribunal. Claims that are not subject to arbitration are ERISA claims, claims involving participants and claims that affect the qualification of the Plan.
- (d) The Trustee shall cause any Life Insurance Policies or assets of the Trust Fund to be registered in its name as Trustee and shall be authorized to exercise any and all ownership rights regarding these assets, subject to the terms of the Plan.
 - (i) The requirements of paragraph (d) of this Section will not fail to be satisfied merely because securities of a plan are held in the name of a nominee or in street name, provided such securities are held on behalf of the Plan by:
 - (A) A bank or trust company that is subject to supervision by the United States or a State, or a nominee of such bank or trust company;
 - (B) A broker or dealer registered under the Securities Exchange Act of 1934, or a nominee of such broker or dealer; or
 - (C) A "clearing agency," as defined in section 3(a)(23) of the Securities Exchange Act of 1934, or its nominee.
 - (ii) Where a corporation described in section 501(c)(2) of the Internal Revenue Code holds property on behalf of the Plan, the requirements of paragraph (d) of this Section are satisfied with respect to such property if all the stock of such corporation is held in trust on behalf of the Plan by one or more trustees.
 - (iii) If the assets of an entity in which the Plan invests include Plan assets by reason of the Plan's investment in the entity, the requirements of paragraph (d) of this Section are satisfied with respect to such investment if the indicia of ownership of the Plan's interest in the entity are held in trust on behalf of the Plan by one or more trustees.
- (e) The Trustee may temporarily hold cash balances and shall be entitled to deposit any funds received in a bank account in the name of the Trust Fund in any bank selected by the Trustee, including the banking department of a corporate Trustee, if any, pending disposition of such funds in accordance with the Plan. Any such deposit may be made with or without interest.
- (f) The Trustee shall pay the premiums and other charges due and payable at any time on any Life Insurance Policies as the Plan Administrator may direct, provided funds for such payments are then available in the Trust. The Trustee shall be responsible only for such funds and Life Insurance Policies that it actually receives as Trustee and shall have no obligation to make payments other than from such funds and cash values of Life Insurance Policies.
- (g) If the whole or any part of the Trust Fund shall become liable for the payment of any estate, inheritance, income, or other tax that the Trustee shall be required to pay, the Trustee shall have full power and authority to pay such tax out of any moneys or other property in its possession for the

Account of the person whose Plan interest is so liable. Prior to making any payment, the Trustee may require such releases or other documents from any lawful taxing authority as it shall deem necessary. The Trustee shall not be liable for any nonpayment of tax when it distributes an interest hereunder on instructions from the Plan Administrator.

- (h) The Trustee shall keep a full, accurate, and detailed record of all transactions of the Trust, which the Employer and the Plan Administrator shall have the right to examine at any time during the Trustee's regular business hours. As of the close of each Plan Year, the Trustee shall furnish the Plan Administrator with a statement of account setting forth all receipts, disbursements, and other transactions effected by the Trustee during the year. The Plan Administrator shall promptly notify the Trustee in writing of his approval or disapproval of the statement of account.

The Plan Administrator's failure to provide written disapproval of the statement within sixty (60) days after receipt shall be considered an approval. Except as otherwise required by law, the Plan Administrator's approval shall be binding on all matters embraced in any statement to the same extent as if the statement of the Trustee had been settled by judgment or decree of a court of competent jurisdiction under which the Trustee, Employer, and all persons having or claiming any interest in the Trust Fund were parties; provided, however, that the Trustee may have its account judicially settled if it so desires.

- (i) The Trustee is hereby authorized to execute all necessary receipts and releases to any parties concerned; and shall be under a duty, upon being advised by the Plan Administrator that the proceeds of any Life Insurance Policies are payable, to give reasonable assistance to the Beneficiary designated therein to collect such sums as may appear to be due and upon payment, transfer such sums to the Beneficiary.
- (j) If, at any time, as the result of the death of the Participant, there is a dispute regarding the person to whom payment or delivery of moneys or property should be made by the Trustee, or regarding any action to be taken by the Trustee, the Trustee may postpone such payment, delivery, or action, retaining the funds or property involved, until such dispute shall have been resolved in a court of competent jurisdiction, the Trustee shall have been indemnified to its satisfaction, or it has received written direction from the Plan Administrator.
- (k) Anything in this instrument to the contrary notwithstanding, the Trustee shall have no duty or responsibility with respect to the determination of matters pertaining to the eligibility of any Employee to become or remain a Participant under the Plan, the amount of benefit to which any Participant or Beneficiary shall be entitled under the Plan, or the size and type of any Life Insurance Policy to be purchased from any Insurer for any Participant under the Plan; all such responsibilities being vested in the Plan Administrator.

2.6 Right of Trustee to Contributions. Unless provided with written direction to the contrary, by the Employer or the Plan Administrator, the Trustee shall have no duty to require any contribution to be made or to determine whether contributions delivered to the Trustee by the Employer comply with the provisions of this Agreement. The Trustee shall be notified in writing of the Named Fiduciary to whom such responsibility has been assigned. In this case, the Trustee shall be accountable only for funds actually received by the Trustee.

If the Plan has two or more Named Fiduciaries or Trustees assigned this duty, it may be allocated to a single Named Fiduciary or Trustee. The Employer or Plan Administrator may also provide that a Named Fiduciary may direct the Trustee as to this responsibility or may appoint an Investment Manager to take on this duty. To the extent the nature and scope of the Trustee's responsibilities are specifically limited in the Plan documents, Trust Agreement or by written direction, it will be the responsibility of the Named Fiduciary with the authority to hire and monitor Trustees to assure that all Trustee responsibilities with respect to the management and control of the Plan's assets (including collecting delinquent contributions) have been properly assigned to a Trustee, Investment Manager or Named Fiduciary.

The Plan must make systematic, reasonable and diligent efforts to collect delinquent Employer Contributions. The steps necessary to discharge this duty to collect contributions will depend on the

available facts. In determining what collection actions to take, a Named Fiduciary must weigh the value of the Plan assets involved, the likelihood of a successful recovery, and the expenses expected to be incurred. Among other factors, the Named Fiduciary may take into account the Employer's solvency in deciding whether to expend Plan assets to pursue a claim.

2.7 Trustee Indemnification. The Employer shall indemnify and hold harmless the Trustee for and from the assertion or occurrence of any liability to a Participant or Beneficiary for any action taken or omitted by the Trustee pursuant to any written direction to the Trustee from the Employer or the Plan Administrator. Such indemnification obligation of the Employer shall not be applicable to the extent that any such liability is covered by insurance.

2.8 Changes in Trustee Authority. If a successor Trustee is appointed, neither an Insurer nor any other person who has previously had dealings with the former Trustee shall be chargeable with knowledge of such appointment or change until furnished with written notice. Until such notice, the Insurer and any other such party shall be fully protected in relying on any action taken or signature presented that would have been proper in accordance with information previously received.

ARTICLE III

FIDUCIARY DUTIES

3.1 Standard of Conduct. The duties and responsibilities of the Trustee with respect to the Plan shall be carried out (a) in a non-discriminatory manner; (b) for the exclusive benefit of Participants and their Beneficiaries; (c) by defraying the reasonable expenses of administering the Plan; (d) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; (e) by diversifying the investments of the Plan to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so; and (f) in accordance with the documents and instruments governing the Plan insofar as such documents and instruments are consistent with the provisions of the Act.

3.2 Individual Fiduciaries. At any time that a group of individuals is acting in the same Fiduciary capacity, the number of such persons who shall act in such capacity from time to time shall be determined by the Employer. Such persons shall be appointed by the Employer and may or may not be Participants or Employees of the Employer. Unless otherwise elected by the Employer in the Adoption Agreement, any action taken by a group of individuals acting in such capacity shall be taken at the direction of a majority of such persons, or, if the number of such persons is two (2), by unanimous consent.

3.3 Incorporation of Plan Provisions Regarding Fiduciaries. The provisions of Sections 3.3.3 through 3.3.11 of the Plan are hereby incorporated by reference, and such provisions shall apply to the Trustee in the same manner as they apply to any other Fiduciary.

ARTICLE IV

TRUST ASSETS

4.1 Trustee Is Exclusive Owner. All assets held by the Trustee, whether in the Trust Fund or Segregated Funds, shall be owned exclusively by the Trustee, and no Participant or Beneficiary shall have any individual ownership thereof. Participants and their Beneficiaries shall share in the assets of the Trust, its net earnings, profits and losses, only as provided in the Plan.

4.2 Investments. The Trustee shall invest and reinvest the Trust Fund without distinction between income and principal in one or more of the following ways, as the Trustee shall from time to time determine:

- (a) The Trustee may invest the Trust Fund or any portion thereof in obligations issued or guaranteed by the United States of America or of any instrumentality thereof, or in other bonds, notes, debentures, mortgages, preferred or common stocks, options to buy or sell stocks or other securities, mutual fund shares, limited partnership interests, commodities, real estate or any interest therein, or in such other property, real or personal, as the Trustee shall determine.
- (b) The Trustee may cause the Trust Fund or any portion thereof to be invested in a common trust fund established and maintained by a national or other bank regulated by the Federal Deposit Insurance Corporation, for the collective investment of fiduciary funds, even though the bank is acting as the Trustee or investment manager, provided such common trust fund is a qualified trust under the applicable Code section, or corresponding provisions of future federal internal revenue laws, and is exempt from income tax under the applicable Code section. In the event any assets of the Trust Fund are invested in such a common trust fund, the Declaration of Trust creating such common trust fund, as it may be amended from time to time, shall be incorporated into the Plan by reference and made a part thereof.

Further, all or any portion of the assets subject to this Trust Agreement may be invested in any collective investment fund maintained exclusively for the investment of assets of (i) exempt, qualified employee benefit trusts and (ii) collective investment funds consisting exclusively of assets of such qualified trust. The assets so invested shall be subject to all the provisions of the instrument establishing such collective investment fund, as such instrument may be amended from time to time. Such instrument, as amended from time to time, is hereby incorporated and made a part of this Trust Agreement and shall control notwithstanding any contrary provision of this Trust Agreement or the Plan.

- (c) The Trustee may deposit any portion of the Trust Fund in savings accounts in federally insured banks or savings and loan associations or invest in certificates of deposit issued by any such bank or savings and loan association. The Trustee may retain, without liability for interest, any portion of the Trust Fund in cash balances pending investment thereof or payment of expenses.
- (d) The Trustee may buy and sell put and call options, covered or uncovered, engage in spreads, straddles, ratio writing and other forms of options trading, including sales of options against convertible bonds, and sales of Standard & Poor futures contracts, and trade in and maintain a brokerage account on a cash or margin basis.
- (e) The Trustee may invest any portion or all of the assets of the Trust Fund that are attributable to the vested and nonforfeitable interest in the Accounts of a Participant in the purchase of group or individual Life Insurance Policies issued on the life of the Participant or family member for the benefit of the Participant with the consent of the Participant, subject to the following conditions, as they are represented by the Plan Administrator:
 - (i) If ordinary Life Insurance Policies are used, the aggregate life insurance premiums must be less than one-half (1/2) of the aggregate Employer Contributions and Forfeitures allocated to the

Participant's Account at any particular time, without regard to Trust earnings, capital gains and losses; for purposes of this Plan, the term "Ordinary Life Insurance Policies" shall mean Policies with both nondecreasing death benefits and nonincreasing premiums.

- (ii) The aggregate premiums paid for Life Insurance Policies on the life of any Participant or family member that are either term, universal or any other contracts which are not ordinary whole life Policies shall not at any time exceed twenty-five percent (25%) of the aggregate amount of Employer Contributions and Forfeitures that have been allocated to the Accounts of such Participant.
- (iii) The sum of one-half of the aggregate premiums for ordinary whole Life Insurance Policies and all premiums for other Life Insurance Policies shall not at any time exceed twenty-five percent (25%) of the aggregate amount of Employer Contributions and Forfeitures that have been allocated to the Accounts of such Participant.
- (iv) If the Plan permits in-service distributions to a Participant prior to his Normal Retirement Date, the amount that may be distributed to the Participant may be applied to the purchase of Life Insurance Policies.
- (f) The Trustee may invest the Trust Fund or any portion thereof to acquire or hold Qualifying Employer Securities or Real Property, provided that the portion so invested shall not exceed the amount allowed as an investment under the Act. There shall be no limit on the acquisition of Qualifying Employer Securities in an individual account balance plan in which Participants may direct the Trustee to buy Qualifying Employer Securities on their behalf.
- (g) If permitted, the Participant may direct the purchase of life insurance on his life, on the joint lives of the Participant and someone in whom the Participant has an insurable interest, or on the life of someone in whom the Participant has an insurable interest. The amount that can be used to pay life insurance premiums shall be determined according to this Section.

4.3 Administration of Trust Assets.

Subject to the limitations expressly set forth here and in the Plan, the Trustee shall have the following powers and authority in connection with the administration of the assets of the Trust:

- (a) To hold and administer all contributions made by the Employer to the Trust Fund and all income or other property derived therefrom as a single Trust Fund, except as otherwise provided in the Plan. Receive contributions of property to the Plan as long as the Plan is not a pension plan, the contribution is discretionary and the property is not encumbered;
- (b) To manage, control, sell, convey, exchange, petition, divide, subdivide, improve, repair, grant options, sell upon deferred payments, lease without limit as determined for any purpose, compromise, arbitrate, or otherwise settle claims in favor of or against the Trust Fund, institute, compromise, and defend actions and proceedings, and to take any other action necessary or desirable in connection with the administration of the Trust Fund;
- (c) To vote any stock, bonds, or other securities of any corporation or other issuer; otherwise consent to or request any action on the part of any such corporation or other issuer; to give general or special proxies or powers of attorney, with or without power of substitution; to participate in any reorganization, recapitalization, consolidation, merger, or similar transaction with respect to such securities; to deposit such stocks or other securities in any voting trusts, or with any protective or like committee, or with the trustee, or with the depositories designated thereby; to exercise any subscription rights and conversion privileges or other options and to make any payments incidental thereto; and generally to do all such acts, execute all such instruments, take all such proceedings and exercise all such rights, powers, and privileges with respect to the stock or other securities or property constituting the Trust Fund as if the Trustee were the absolute owner thereof;
- (d) To apply for and procure, at the election of any Participant, Life Insurance Policies on the life of the Participant or someone in whom the Participant has an insurable interest; to exercise whatever rights

and privileges may be granted to the Trustee under such Policies, and to cash in, receive, and collect such Policies or the proceeds therefrom as and when entitled to do so under the provisions thereof;

- (e) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (f) To register any investment held in the Trust in the Trustee's own name or in the name of a nominee for the benefit of the Plan, or to hold any investment in bearer form, provided that the books and records of the Trustee shall at all times show that all such investments are part of the Trust;
- (g) To borrow money for the purposes of the Plan in such amounts and upon such terms and conditions as the Trustee deems appropriate;
- (h) To commingle the assets of the Trust Fund with the assets of other similar trusts that are exempt from income tax, whether sponsored by the Employer, an affiliate of the Employer, or an unrelated employer, provided that the books and records of the Trustee shall at all times show the portion of the commingled assets that are part of the Trust; and
- (i) To do all acts whether or not expressly authorized that the Trustee may deem necessary or proper for the protection of the property held hereunder.

4.4 Segregated Funds.

Unless otherwise determined by the Trustee to be imprudent, the Trustee shall invest and reinvest each Segregated Fund without distinction between income and principal. Such accounts shall be held for the benefit of the Participant for whom such Segregated Fund is established in accordance with the terms of the Plan, and the Participant's Segregated Account shall be credited with any interest earned in connection with such accounts. If the Trustee determines that an alternative investment is appropriate, the Trustee may invest the Segregated Fund in any manner permitted with respect to the Trust Fund and such Segregated Fund shall be credited with the net income or loss or net appreciation or depreciation in value of such investments. No Segregated Fund shall share in any Employer Contributions or Forfeitures, any net income or loss from, or net appreciation or depreciation in value of, any investments of the Trust Fund, or any allocation for which provision is made in the Plan that is not specifically attributable to the Segregated Fund.

4.5 Investment Control Option.

If the Employer elects in the Adoption Agreement to permit Participants to direct the investment of their Accounts, each Participant may elect to transfer funds that do not exceed the balances in his Trustee-directed Accounts to a Controlled Account and exercise investment control of those funds by appropriate direction to the Trustee.

To the extent that the funds to be transferred from a Participant's Account include his share of an Employer Contribution or other funds that have not yet been received by the Trustee, such transfer shall not occur until the Trustee receives such funds. Funds transferred to a Controlled Account on behalf of the Participant shall be thereafter be invested by the Trustee in such property, real or personal (other than collectibles), as the Participant shall direct from time to time in writing, unless policies adopted pursuant to Section 3.4.6 of the Plan permit electromechanical communications in this context. The Participant may not direct the Trustee to make distributions or loans to himself, nor to make loans to the Employer, and the Trustee may limit the investment alternatives available to the Participant in a uniform and nondiscriminatory manner.

A Participant shall make such election by giving notice thereof to the Trustee as the Trustee deems necessary, and such notice shall specify the source and amount of such funds to be transferred. Any such election shall be at the absolute discretion of the individual Participant and shall be binding upon the Trustee unless the Trustee has actual knowledge that such transaction is a prohibited transaction under the Code or the Act. Upon any such election being made, the amount of such funds to be transferred shall be deducted from his Trustee-directed Accounts as appropriate and added to a Controlled Account of the Participant. All earnings thereafter received with respect to such transferred funds, as well as any

appreciation or depreciation in his investments, shall be added to or deducted from his Controlled Account.

If the Employer elects to follow ERISA section 404(c), the Plan Administrator or appropriate Fiduciary shall ensure that the Plan provides Participants with the minimum options and information required by ERISA section 404(c) and the regulations thereunder.

If a Participant elects to transfer funds from his Trustee-directed Accounts to a Controlled Account as of a date other than a Valuation Date, the Trustee may defer such transfer until the next succeeding Valuation Date or may make such transfer, provided that the Trustee determines that the assets in the Trust Fund are such that it is feasible and practical to make such transfer. As of the date of such transfer, adjustments to the Participant's Accounts shall be made as if such date is a Valuation Date.

As of any Valuation Date, the Participant may elect to have all or any portion of any cash contained in his Controlled Account transferred back to the general assets of the Trust Fund, in which case the Trustee shall again invest such cash as part of the general assets of the Trust Fund. A Participant shall make such election by giving notice to the Trustee, in the manner that the Trustee deems necessary, and the notice shall specify the amount of cash to be transferred. The amount of such funds so transferred shall be deducted from the Participant's Controlled Account and added to the appropriate Account of the Participant. Any such election shall be at the absolute discretion of the individual Participant and shall be binding upon the Trustee.

The Trustee shall not have any investment responsibility with respect to a Participant's Controlled Account. In the event that a Participant elects to have any such funds transferred to a Controlled Account and invested in particular securities or assets pursuant to this Section, the Trustee shall not be liable for any loss or damage resulting from the investment decision of the Participant.

ARTICLE V

AMENDMENT AND TERMINATION

5.1 Amendments.

The Employer may at any time or times amend this Trust, in whole or in part.

5.2 Manner of Amending.

Each amendment of this Trust shall be made by delivery to the Trustee of a copy of the Employer resolution that sets forth such amendment.

5.3 Limitations On Amendments.

(a) No amendment to this Trust shall:

(1) Directly or indirectly operate to give the Employer any interest whatsoever in the assets of the Trust or a custodial account or to deprive any Participant or Beneficiary of his vested and nonforfeitable interest in the assets of the Trust as then constituted, or cause any part of the income or corpus of the Trust to be used for, or diverted to purposes other than the exclusive benefit of Employees or their Beneficiaries; or

(2) Increase the duties or liabilities of the Trustee without the Trustee's prior written consent.

(b) The Employer may amend the Trust or custodial account document provided such amendment merely involves the specifications of the names of the Plan, Employer, Trustee or custodian, Plan Administrator or other Fiduciaries, the Trust Year, or the name of any pooled trust in which the Plan's Trust will participate.

(c) The Plan will not be considered to have an individually designed plan merely because the Employer amends administrative provisions of the Trust or custodial account document (such as provisions relating to investments and duties of Trustees) so long as the amended provisions are not in conflict with any other provision of the Plan and do not cause the Plan to fail to qualify under Code section 401(a).

5.4 Trustee Powers Pending Final Distribution.

Sections 3.8.4 through 3.8.6 of the Plan provide for the termination or partial termination of the Plan and the withdrawal of an Employer from participation in the Plan. Until final distribution of the assets of the Trust, the Trustee shall continue to have all the powers provided under the Plan and this Trust as are necessary for the orderly administration, liquidation, and distribution of the assets of the Trust.

5.5 Delegation to Sponsor.

The Employer expressly delegates authority to the Plan Sponsor the right to amend any part of this Trust on its behalf to the extent necessary to preserve the qualified status of the Plan. For purposes of amendments by the Plan Sponsor, the Mass Submitter shall be recognized as the agent of the Plan Sponsor. If the Plan Sponsor does not adopt the amendments made by the Mass Submitter, the Plan shall no longer be identical to or a minor modifier of the Mass Submitter plan. The Plan Sponsor shall submit a copy of the amendment to each Employer who has adopted the Plan after first having received a ruling or favorable determination from the Internal Revenue Service that the Plan as amended satisfies the applicable requirements of the Code.

ARTICLE VI

MISCELLANEOUS

6.1 No Reversion to Employer.

Except as specifically provided in the Plan, no part of the corpus or income of the Trust shall revert to the Employer or be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

6.2 Persons Dealing With Trustee Protected.

No person dealing with the Trustee shall be required or entitled to see to the application of any money paid or property delivered to the Trustee, or determine whether the Trustee is acting pursuant to the authorities granted to the Trustee hereunder or to authorizations or directions herein required. The certificate of the Trustee that the Trustee is acting in accordance with the Plan shall protect any person relying thereon.

6.3 Notices.

Any notice or direction to be given in accordance with this Trust shall be deemed to have been effectively given if hand delivered to the recipient or sent by certified mail, return receipt requested, to the recipient at the recipient's last known address. At any time that a group of individuals is acting as Trustee or in a Fiduciary capacity, notice to the Trustee or such Fiduciary may be given by giving notice to any one or more of such individuals.

6.4 Governing Law.

The provisions of this Trust shall be construed, administered, and enforced in accordance with the provisions of the Act and, to the extent applicable, the laws of the state specified in the Adoption Agreement. All contributions to the Trust shall be deemed to take place in such state.

6.5 Severability of Provisions.

In the event that any provision of this Trust shall be held to be illegal, invalid, or unenforceable for any reason, said illegality, invalidity or unenforceability shall not affect the remaining provisions, but shall be fully severable and the Trust shall be construed and enforced as if said illegal, invalid or unenforceable provisions had never been inserted herein.

6.6 Gender and Number.

Whenever appropriate, words used in the singular shall include the plural, and the masculine gender shall include the feminine gender and vice versa.

6.7 Qualification Under Internal Revenue Laws.

The Employer intends that the Trust qualify under the applicable Code provisions. Until advised to the contrary, the Trustee may assume that the Trust is so qualified and is entitled to tax exemption under the Code. If the Plan of the Employer fails to attain or retain qualification, the Employer's Plan shall no longer participate in the Prototype Plan and shall be considered an individually designed plan.

The Employer and the Trustee(s) hereby adopt the foregoing Trust on this 28th day of December, 2015.

Employer:
Acme Township

Trustee:

Jay Zollinger
Officer

Jay B. Zollinger
Trustee

**SUMMARY PLAN DESCRIPTION
FOR
ACME TOWNSHIP RETIREMENT PLAN**

Acme Township Retirement Plan

Summary Plan Description

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SUMMARY PLAN DESCRIPTION FOR ACME TOWNSHIP RETIREMENT PLAN

INTRODUCTION

Effective July 1, 2005, Acme Township established the Acme Township Retirement Plan for the exclusive benefit of all eligible employees and their beneficiaries with the intention to provide a measure of retirement security for your future.

This Summary Plan Description reflects the plan options as of July 1, 2015.

This Summary Plan Description is a brief description of your plan and your rights and benefits under the plan and is not intended to cover every plan provision. This Summary Plan Description is not meant to interpret or change the provisions of your plan. A copy of your plan is on file at your employer's office and may be read by you, your beneficiaries, or your legal representatives at any reasonable time. This plan is subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA). If you have any questions regarding either your plan or this Summary Plan Description, you should ask your plan administrator. If any discrepancies exist between this Summary Plan Description and the actual provisions of the plan, the plan shall govern.

GENERAL INFORMATION

Plan Name: Acme Township Retirement Plan

Employer: Acme Township
6042 Acme Street
Williamsburg, MI 49690
(231) 938-1350

Employer Tax ID: 38-2281424

Three Digit Plan Number: 002

Type of Plan: Profit Sharing Plan

Administration Type: Self-Administered

Plan Administrator: Acme Township
6042 Acme Street
Williamsburg, MI 49690
(231) 938-1350

Plan Administrator ID Number: 38-2281424

Legal Agent: Acme Township
6042 Acme Street
Williamsburg, MI 49690
(231) 938-1350

Service of legal process may also be made upon a plan trustee or the plan administrator as listed herein.

Trust Name: Acme Township Retirement Plan

Trustees: Jay B. Zollinger
6042 Acme Rd.
Williamsburg, MI 49690
(231) 938-1350

Funding Arrangement: Trust

Trust Tax ID Number: 38-2281424

Plan Year: July 1st to June 30th

Limitation Year: July 1st to June 30th

Anniversary Date: June 30th

Valuation Date: The last day of the plan year
Daily

PARTICIPATION IN YOUR PLAN

In order to take advantage of the opportunities provided by your plan you must participate in the plan. There may be certain restrictions to your eligibility and participation. The following is information about how you can participate in the plan.

Who may participate?

As an employee of Acme Township you may participate in the plan, once you have met the eligibility requirements.

Who is considered an employee?

An employee is an individual who performs services for the employer as a common law employee, a self-employed individual who is treated as an employee, or a leased employee.

Are any employee groups ineligible to participate?

The following individuals are not eligible for participation in the plan:

1. Members of a collective bargaining unit where retirement benefits were the subject of good faith bargaining; and
2. Non-resident aliens with no U.S. source income.

What types of contributions are available in the plan?

There are 2 different contribution types available in the plan:

1. Employer Non-Elective: This is also known as a profit sharing contribution. Your employer may, at its discretion, make a profit sharing contribution to the plan.
2. Rollovers: You may make rollovers to this plan as described in the question "Does the plan accept rollovers?" in the "Contributions" section.

What are the requirements to be eligible for a discretionary employer profit sharing contribution?

To be eligible to receive a contribution you must have attained age 21 and completed one (1) year of service. This requirement is not satisfied until the last day of the 12-month period. For more information, see "What is a year of service for eligibility purposes?". Once you have met this requirement, you will enter the plan on July 1st or the same day of the month occurring in each successive 3-month period, coincident with or next following satisfaction of the eligibility requirements.

What compensation will be used for my contributions in the plan?

The compensation used to calculate your employer contributions will be based on your W-2 wages, including compensation due to SEP deferrals (section 402(h)(1)(B)), cafeteria plan deferrals under section 125, deemed section 125 compensation, transportation compensation (section 132(f)(4)), 401(k) and 403(b) deferrals (section 402(e)), 457(b) deferrals, and 402 (k) deferrals (section 408(p)).

The first year you are a participant your compensation for employer contributions will be for the entire 12-month compensation period.

Also, your plan compensation for one year includes the pay you receive during the first few weeks of the following year due to small payroll timing differences.

Is there a limit on compensation for plan purposes?

The IRS limits the amount of compensation that may be taken into account for each participant for each plan year. For 2016, that limit is \$265,000. For future years, the limit is subject to cost-of-living increases as published by the IRS.

Does plan compensation include monies paid to me during an absence or after my employment ends?

Usually, only the amounts paid to you while you are an employee are considered plan compensation (described above). However, the plan may consider certain types of pay as plan compensation, though paid during an absence or after you leave employment.

If you are totally and permanently disabled, compensation under your plan will not include disability-related salary continuation payments.

Payments you receive after terminating employment might be considered plan compensation, if they meet the definition of "post-severance compensation." To be considered post-severance compensation, the payment must be one that you would have received had employment continued, such as your salary or wages. Post-severance compensation does not include severance pay, or other amounts you receive only because your employment ended.

To be included in plan compensation, post-severance compensation must be paid to you by the later of the end of the limitation year in which your employment ends, or within 2-1/2 months after the date your employment ends.

Payments for unused accrued sick, vacation, or other leave that you would have been able to use if your employment had continued are not included in your plan's post-severance compensation.

How are hours of service determined?

You are credited with the actual hours you work, and for hours for which you are paid but not at work, such as paid vacation or paid sick leave.

However, if records of your hours are not maintained, you are credited with 190 hours for each month in which you work at least one hour, as a backup method of crediting you with hours of service.

What is a year of service for eligibility purposes?

You will earn a year of service for non-elective contribution eligibility if you are credited with at least 1000 hours. The "eligibility computation period" is the 12-month period that begins with the date you were hired. Thereafter the eligibility computation period becomes the plan year and begins the first day of the plan year that began in your initial eligibility computation period. Each subsequent period is the plan year.

What is a break in service for eligibility purposes?

When you fail to complete more than 500 hours during the eligibility computation period, you incur a break in service. However, in certain circumstances, your plan is required to credit you with 500 hours, even though you didn't actually work 500 hours. This is primarily if you take time off to have, adopt or care for a child for a period immediately following the birth or adoption. You will receive this credit only for the purpose of determining whether you have incurred a break in service and not for receiving additional credit for a contribution or for vesting.

CONTRIBUTIONS

Does the plan accept rollovers?

Rollovers are permitted even if you are not yet a participant.

Direct transfer rollovers are permitted from an annuity contract described in Code sections 403(b), including after-tax employee contributions.

You may rollover an eligible distribution from an annuity contract described in Code sections 403(b), including after-tax employee contributions.

In-kind rollovers are not permitted.

What are profit sharing contributions?

The company may make a profit sharing contribution to the plan each year and in such amount, if any, as it may determine.

Are there requirements to receive an employer contribution?

To be eligible to receive an allocation of the discretionary employer contributions you must complete 500 hours of service during the plan year or be employed on the last day of the plan year.

How is the employer contribution determined?

Your share of the discretionary contribution will be the same percentage of compensation for all eligible participants. The percentage is determined by dividing the total profit sharing contribution by the total of all participants' compensation.

For example, if the discretionary contribution is \$30,000 and if the total compensation is \$1,000,000, the percentage would be 3% of your compensation. If your compensation is \$20,000, your share would be \$600:

$$\$30,000 / \$1,000,000 = .03 \text{ (3\%)}$$

$$\$20,000 \times .03 \text{ (3\%)} = \$600$$

When can I expect the employer contributions to be allocated?

The employer contributions made by your employer will be allocated to your employer account as of the last day of the plan year.

When can I expect the employer contributions to be deposited?

The employer contributions to the trust are normally paid by the company directly to the Trust either during the plan year or after the close of the plan year (within the time during which the Company has to file its federal tax return).

When is a plan top heavy?

The plan becomes top heavy if more than 60% of the account balances are attributable to "key employees". Key employees are certain highly compensated officers or owner/shareholders.

Each year, the plan administrator will make a top heavy determination.

How will the plan operate in top heavy years?

If your plan is top heavy, all participants except those who are key employees, must receive a minimum contribution for such plan year. This amount is based on the amount of contribution that the key employees receive and may be zero. There may also be a change to the vesting schedule for that year. See "What is the top heavy vesting schedule?"

VESTING

Vesting is the non-forfeitable balance of your employer contribution account(s) that you will be entitled to receive after your employment with the company ends. If you terminate employment before you meet the requirements for retirement, the distribution from your employer contribution account(s) will be limited to the vested portion. Your vesting percentage grows with your years of vesting service.

What is a year of service for vesting purposes?

You are credited with the actual hours you work, and for hours for which you are paid but not at work, such as paid vacation or paid sick leave. You will earn a year of service for purposes of vesting if you are credited with 1000 hours of service during the plan year. You cannot earn more than one year of vesting service during the plan year.

What is a break in service for vesting purposes?

When you fail to complete more than 500 hours during the plan year, you incur a break in service. If you have incurred a break in service, your vesting percentage will not increase for the period in which the break occurs.

However, in certain circumstances, your plan is required to credit you with 500 hours, even though you didn't actually work that number of hours. This is primarily if you take time off to have, adopt or care for a child for a period immediately following the birth or adoption. You will receive this credit only for the purpose of determining whether you have incurred a break in service and not for receiving additional credit for a contribution or for vesting.

Is any of my service excluded for vesting purposes?

For purposes of vesting, all years of vesting service will be counted except:

- 1) Years excluded by the break in service rules.
- 2) Years completed prior to the attainment of age eighteen (18).

How is my vested percentage calculated?

If you leave employment due to termination, you are entitled to your employer accounts along with earnings, based on the following schedule:

<u>Years of Vesting Service</u>	<u>Percent Vested</u>
Less than 1	%
1 but less than 2	25%
2 but less than 3	50%
3 but less than 4	75%
4 or more	100%

What is the top heavy vesting schedule?

When the plan is top heavy, your employer accounts will be vested according to the following top heavy vesting schedule:

Vesting Schedule for Top Heavy Employer:

<u>Year(s) of Vesting Service</u>	<u>Percent Vesting</u>
Less than 1	_____ %
1 but less than 2	25%
2 but less than 3	50%
3 but less than 4	75%
4 or more	100%

What vesting schedule applies to my employee contribution account(s)?

Rollovers along with the earnings associated with these accounts are always 100% vested.

Does my vested percentage change if I die?

If you die while still an employee, your employer account will become 100% vested. Your beneficiary will be entitled to receive 100% of your account.

What is my vested percentage if I become disabled?

If you are disabled while still an employee, you will be entitled to a percentage of your employer account based on the plan's vesting schedule above.

What happens if I terminate employment before I am fully vested?

The non-vested portion of your account will be forfeited and used to supplement the employer contribution. The forfeiture takes place as of the end of the plan year in which you receive the final (complete) distribution of your distributable benefit.

What happens to my forfeited amounts, if I am rehired into a position covered by the plan?

If you were not vested (that is, 0% vested), when you severed employment, and you rejoin the plan before incurring a 5-year break in service, the amounts you forfeited will be restored as of your rehire date.

If you were partially vested (more than 0% but less than 100%), and received a distribution of your vested amounts, the forfeited amount may be restored. However, to restore the forfeiture, you must repay the full amount of your distribution by the earlier of:

- * five (5) years after your rehire date, or
- * the date you incur a 5-year break following the date of the distribution

If I am rehired into a position covered by the plan, how is my vesting service calculated?

If you were fully (100%) vested at the time your employment ended, you will resume participation and be 100% vested immediately, on your rehire date. This means that the vesting service you earned prior to severing employment (pre-break) will be added to the vesting service you earn after reemployment (post-break).

If you were not fully vested when your employment ended, the length of your break in service determines how your vesting service will be calculated, when you resume participation in the plan.

If your break in service is less than 5 years, your pre-break vesting service will be added to your post-break vesting service. Thus, your total years of vesting service are counted toward vesting in:

- * the employer contributions credited to your account after you return, and
- * the pre-break non-vested employer account remaining in the plan, if you did not receive a distribution.

However, if you received a distribution from your employer account, and you would like to have your total years of vesting service (pre-break plus post-break) count toward vesting in your pre-break non-vested employer account, you must repay the full amount of your distribution by the earlier of:

* five (5) years after your rehire date, or

* the date you incur a 5-year break following the date of the distribution. If your break in service is five years or more and you were not fully vested (less than 100%) when you ended your employment, when you are reemployed you will no longer have a vested interest in any pre-break non-vested employer account balance.

However, all your service (pre-break plus post-break) counts toward vesting in employer contributions credited after you are reemployed.

INVESTMENT ACCOUNTS

Under Acme Township Retirement Plan, the money you deposit and any employer contributions are held in a trust, and placed into investment accounts, which are credited with gains and losses at each valuation date.

What is the value of my account?

The value of each of your accounts is established as of the valuation date under your plan. The valuation date is the last day of the plan year, and daily.

As of the valuation date:

- * Contributions may be added to your accounts (see "Contributions")
- * Distributions you have received since the prior valuation date will be subtracted from your accounts
- * Plan expenses may be subtracted from your accounts
- * Interest and/or dividends, if any, will be added to your accounts

Also, current market values will be reflected in your accounts as of the valuation date. Depending on stock and/or bond market conditions, the value of your accounts may increase or decrease from one valuation date to the next.

How are my accounts invested?

You may direct the investment of all of your accounts. It is intended that your plan meet the requirements of ERISA section 404(c) by providing you with sufficient information for you to make informed investment choices. This information will be provided by the financial institutions managing the investment options. This means that you exercise control over the investments in your plan account, and you can modify those investment choices as your needs change or as you otherwise see fit. This allows you to invest in the way that best meets your personal goals. Therefore, the plan fiduciaries may be relieved of liability for losses that your account may experience as a result of your investment elections.

Please note that the trustee is considered the owner of all the assets held in the trust. The trustee, as owner of the securities and other trust property, has the exclusive right to vote the stock in the trust and exercise any other rights of ownership. As a plan participant, you merely have a beneficial interest in the trust and may not exercise the rights of ownership, as can the trustee.

Does my plan offer life insurance as an investment?

No. Life insurance policies are not available as a plan investment.

May I take a loan from my accounts?

Your plan does not permit loans from any source.

Where can I learn about the plan expenses?

Reasonable administrative expenses of the plan and trust may be paid by the plan to the extent not paid by the employer. For more information on plan expenses, refer to your copy of the plan's expense policy, provided by the plan administrator.

DISTRIBUTIONS

Does the plan allow for in-service distributions?

An in-service distribution is one that you receive while you are employed by the employer sponsoring this plan. The primary purpose of the plan is to provide benefits to you upon your retirement; however, you may request an in-service distribution of all or a portion of some of your accounts as listed below:

You may receive an in-service distribution of your accounts other than salary deferral amounts after you have reached age 59-1/2. You may receive an in-service distribution of your accounts, other than salary deferral amounts when you reach your normal retirement date. You may receive an in-service distribution of amounts attributable to rollover contributions or voluntary after-tax contributions at any time, without restriction.

You may receive an in-service distribution of all or part of your rollover account.

There are no limitations on the number of in-service distributions that you may take during a plan year and no minimum amount that you must take.

What are my normal retirement benefits?

You will reach the plan's normal retirement age when you reach age 55.

Your normal retirement date is the date you reach normal retirement age.

At your normal retirement age, you will be fully vested in your employer contribution account.

When will I receive my normal retirement benefits?

Payment of your benefits will begin as soon as practicable following the valuation date coinciding with or next following your retirement.

When will my beneficiary receive my benefits if I die?

Payment of your benefits will begin as soon as practicable following the valuation date coinciding with or next following your death.

Does the plan have disability benefits?

Should you become permanently disabled while an employee, you will receive a percentage of your account balance under this plan based on the plan's vesting schedule.

You will be considered disabled if you suffer from a medically determinable physical or mental disability that is expected to result in death or to last a continuous period of 12 months that renders you incapable of performing your job duties. A determination of disability will be made by the plan administrator in a uniform, nondiscriminatory manner on the basis of medical evidence. You will also be considered disabled if the Social Security Administration has determined that you are eligible to receive Social Security disability benefits or if you have begun to receive payments under a long term disability program or a comparable disability program maintained by your employer.

You become entitled to a distribution due to disability as of the date you terminate employment.

If it is determined you are entitled to a distribution due to disability, payment of your benefits will begin as soon as practicable following the valuation date coinciding with or next following your termination.

What benefits will I receive upon termination?

If your employment is terminated for any reason other than those set out above, you will be entitled to that portion of your employer accounts in which you are vested.

"Vesting" refers to the percentage of your account balance you are entitled to at any point in time. For each year you remain a participant in the plan, you may become vested with a higher percentage of your employer account balance. See the "Vesting" section for more information.

Payment of your benefits will begin as soon as practicable following the next anniversary date following the valuation date coinciding with or next following your termination of employment.

How might divorce or a Qualified Domestic Relations Order affect my benefits?

Because your spouse has certain rights under your plan, you should immediately inform the plan administrator of any changes in your marital status.

In general, contributions made by you or your employer to this plan are not subject to alienation. This means they cannot be sold, used as collateral for a loan, given away or otherwise transferred. They are not subject to the claims of your creditors. However, they may be subject to claims under a Qualified Domestic Relations Order (QDRO).

A Domestic Relations Order is court-issued decree or order that allocates all or any portion of your plan benefits to your (former) spouse, your child, or other dependent. It is the plan administrator's responsibility to determine if a Domestic Relations Order is qualified (is a QDRO), as defined by law.

Distributions pursuant to a Qualified Domestic Relations Order are permitted on or after the date a Domestic Relations Order is determined to be a Qualified Domestic Relations Order, even if you are employed and have not attained the "earliest possible retirement age" (as defined below).

For QDRO purposes, the "earliest possible retirement age" means the earlier of these two dates:

1. the date you are entitled to a distribution; or
2. the later of:
 - A. the date you reach age 50; or
 - B. the earliest date you could begin receiving benefits under the plan if you separated from service.

Participants and beneficiaries can obtain, from the plan administrator, without charge, a copy of the plan's procedures governing Qualified Domestic Relations Orders.

How will I receive my distribution?

Your plan provides for a lump sum distribution.

Will the plan automatically distribute any of my benefit?

The plan may elect to make a mandatory distribution of account balances that are \$1,000.00 or less. The distribution will be made as soon as administratively feasible after the last day of the plan year.

What is a Required Minimum Distribution?

Under certain circumstances, the law requires that your distributions begin no later than April 1 of the year following the date you reach age 70-1/2 (the date six months after your 70th birthday) if you are an owner of the company. All participants that still have a vested account balance after reaching 70-1/2 and are terminated are required to take these distributions. Your plan administrator will contact you if you are affected by this requirement.

How will my distributions be taxed?

The benefits you receive from the plan will be subject to ordinary income tax in the year in which you receive the payment, unless you defer taxation by a "rollover" of your distribution into another qualified plan or an IRA. Also, in certain situations, your tax may be reduced by special tax treatment such as "10-year forward averaging."

VERY IMPORTANT NOTE: Under most circumstances, if you receive a distribution from this plan, twenty percent (20%) of your distribution will be withheld for federal income tax purposes, unless you instruct the trustees of this plan to transfer your distribution DIRECTLY into another qualified plan or an IRA. You must give these instructions to the trustees no more than 180 days before the date you receive the payment. Also, the trustees must wait at least 30 days after receiving your instructions before making the payment, to allow you time to change your decision, unless you waive the waiting period in writing.

In addition to ordinary income tax, you may be subject to a 10% tax penalty if you receive a "premature" distribution. If you receive a distribution upon terminating employment before age 55 and you don't receive the payment as a life annuity, you will be subject to the 10% penalty unless you roll over your payment. But, there is no penalty for payments due to your death or disability.

As the rules concerning "rollovers" and the taxation of benefits are complex, please consult your tax advisor before making a withdrawal or requesting a distribution from the plan. As required by law, the plan administrator will provide you with a brief explanation of the rules concerning "rollovers."

Who may I name as my beneficiary?

The plan requires that your spouse be your beneficiary and receive 100% of your account balance on your death (see vesting section). You may name someone other than your spouse as your beneficiary only if your spouse gives written consent to your choice of beneficiary. A notary public or plan representative must witness your spouse's signature on the consent form. You have a right to designate your beneficiary or beneficiaries at any time. If you fail to designate a beneficiary or if your beneficiary designation is not valid, or if your beneficiary fails to survive you, then your benefits will be paid in the following order to: (1) your spouse; (2) your descendants; (3) your surviving parents in equal shares; and (4) your estate. You can designate your beneficiary by completing a beneficiary form that is provided to you or is acceptable to the Plan Administrator.

OTHER IMPORTANT INFORMATION

Are my benefits protected?

Except for the requirements of a Qualified Domestic Relations Order, your plan benefits are not subject to claims, indebtedness, execution, garnishment or other similar legal or equitable process. Also, you cannot voluntarily (or involuntarily) assign your benefits under this plan.

Can the Plan be amended or terminated?

The employer has reserved the right to amend or terminate the plan. However, no amendment can take away any benefits you have already earned. If your plan is terminated, you will be entitled to the full amount in your account as of the date of termination, regardless of the percent you are vested at the time of termination.

Does Pension Benefit Guaranty Corporation Insurance apply to this plan?

The benefits provided by this plan are not insured by the Pension Benefit Guaranty Corporation (PBGC). Such insurance is only required under Title IV of the Employee Retirement Income Security Act (ERISA) for defined benefit pension plans.

What are the claims for benefits procedures under this plan?

When you request a distribution of all or any part of your account, you will contact the plan administrator who will provide you with the proper forms to make your claim for benefits.

Your claim for benefits will be given a full and fair review. However, if your claim is denied, in whole or in part, the plan administrator will notify you of the denial within 90 days of the date your claim for benefits was received, unless special circumstances delay the notification. If a delay occurs, you will be given a written notice of the reason for the delay and a date by which a final decision will be given (not more than 180 days after the receipt of your claim.)

There is an exception to the above rules if your claim is for disability benefits. The plan administrator shall notify you or your beneficiary within a reasonable period of time, but not later than 45 days after the date your claim was received.

The plan administrator may extend this deadline by up to 30 days if there are special circumstances beyond the control of the plan that require additional time to process the claim. If a delay occurs, you will be notified in writing before the end of the initial 45-day period.

If, prior to the end of the first 30-day extension period, the plan administrator determines that, due to matters beyond the control of the plan, a decision cannot be made within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the plan administrator notifies you or your beneficiary, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the plan expects to render a decision.

In the case of any extension under a claim for disability benefits, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on your claim, and the additional information needed to resolve those issues. Further, you will be given at least 45 days within which to provide the specified information.

Notification of a denial of claims will include:

the specific reason(s) for the denial,

reference(s) to the plan provision(s) on which the denial is based,

a description of any additional material necessary to correct your claim and an explanation of why the material is necessary, and

an explanation of the steps to follow to appeal the denial, including notification that you (or your beneficiary) must file your appeal within 60 days of the date you receive the denial notice.

If you or your beneficiary do not file an appeal within the 60-day period, the denial will stand. If you do file an appeal within the 60 days, your employer will review the facts and hold hearings, if necessary, in order to reach a final decision. Your employer's decision will be made within 60 days of receipt of the notice of your appeal, unless an extension is needed due to special circumstances. In any event, your employer will make a decision within 120 days of the receipt of your appeal.

PARTICIPANT RIGHTS UNDER ERISA

As a participant in Acme Township Retirement Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

Receive information about your Plan and your benefits:

ERISA provides that all plan participants shall be entitled to:

- * Examine, without charge, at the plan administrator's office all documents governing the plan and a copy of the latest annual report filed by the plan with the U.S. Department of Labor.
- * Obtain copies of all plan documents and other plan information upon written request to the plan administrator (the administrator may make a reasonable charge for the copies),
- * Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.
- * Obtain a statement telling you whether you have a right to receive a benefit at normal retirement age and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once a year. The plan must provide the statement free of charge.

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 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 may fire you or otherwise discriminate against you in any way to prevent you from obtaining a retirement benefit or exercising your rights under ERISA.

Enforcing your rights:

If your claim for a benefit is denied in whole or in part, you have the right to know why this was done and 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 you can take to enforce the above rights. For instance, if you request written materials 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 plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

Assistance with your questions:

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in 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.

If you have questions about your plan, you should contact the plan administrator. If you have any questions about this statement or 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 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.



The attached Resolutions are conceived from the prior Resolution titled “REQUIRED PENSION PROTECTION ACT (PPA) RESTATEMENT PROCESS” regarding the Acme Township Retirement Plan. The Restatement is done every 5 years to comply with Federal Laws. At the time of Restatement the plan is rewritten therefore if Acme Township were to consider any changes this would be the time to make those changes or modifications.

Currently Acme Township contributions to the Retirement Plan annually. I have been asked if this could be done on a quarterly basis. The changes required to our current plan enabling a quarterly contribution are in the Resolution titled “MODIFICATION OF THE PLAN PROFIT SHARING PROVISION VESTING SCHEDULE AND EMPLOYER CONTRIBUTION ALLOCATION DATE”. Both elements Vesting and Allocations dates would be require approval for changes to be made.

There is no added cost to plan with these changes.

The second Resolution titled “MODIFICATION OF CURRENT PLAN DOCUMENT FROM A PROFIT SHARING TO CASH OR DEFERRED ARRANGEMENT (CODA/401(K) PLAN)” would add a 401k for employees to make a pre-tax contributions from their own pay into the retirement plan. There is a change to the annual fee.

Current 7-1-2015 to 6-30-2016: \$900.00 (two payment of \$450)

Change/Modifications: 7-1-2016 to 6-30-2016 \$1,200.00
(two payments of \$600)

These changes would be effective as of 7-1-2016

If you have any questions please let me know.

Cathy

**RESOLUTION OF
THE ACME TOWNSHIP
BOARD OF TRUSTEES
RESOLUTION #R-2016_____**

**MODIFICATION OF THE PLAN PROFIT SHARING PROVISION VESTING SCHEDULE
AND EMPLOYER CONTRIBUTION ALLOCATION DATE**

At a meeting of the Acme Township Board of Trustees, held on February 2, 2016, the Acme Township Board of Trustees, on a motion made by, _____ and seconded by _____ passed the following resolution:

Whereas, effective July 1, 2016, the following resolutions to amend and restate the Acme Township Retirement Plan was presented to the Acme Township Board of Trustees.

Whereas, the form of Plan presented to The Acme Township Board of Trustees is a Profit Sharing Plan as authorized under Internal Revenue Code sections 401(a) and 501(a). Effective July 1, 2016 the plan's **vesting schedule** listed in section E1 of the Plan Adoption Agreement will be changed

- a. Currently Vesting: When Employee is qualified for plan, Township pays 10%. First year employee owns 25% of invested, second year 50%, third year 75%, fourth year 100%. If Employee is not with township for four full years the difference would be paid back to Township. (E1d. customized schedule of 25% per year)

Change Vesting to: In the first year employee becomes qualified, vested is owned by employee 100% (E1c. 100% vesting upon plan participation)

Whereas, the form of Plan presented to The Acme Township Board of Trustees is a Profit Sharing Plan as authorized under Internal Revenue Code sections 401(a) and 501(a). Effective July 1, 2016 the plan's **contribution allocation schedule** listed in section D5 of the Plan Adoption Agreement will be changed

- a. Currently: Allocation date is the last day of the plan year June 30. (D5a. last day of the plan year)

Change: Allocation dates would be quarter end dates March 30, June 30, Sept. 30, Dec. 30. (D5d. Other: Quarterly)

RESOLVED, that the proper Officers of the Employer shall act as soon as possible to notify employees of the Employer of the modified restatement of the Plan and Trust. Upon approval and when available, each employee will receive a copy of the amended Summary Plan Description.

Township Board members present:

Absent:

Upon roll call, the following vote was cast:

Aye: Nay: Abstaining:

Jay B. Zollinger
Acme Township Supervisor
2/2/2016

Cathy Dye
Acme Township Clerk
2/2/2016

**RESOLUTION OF
THE ACME TOWNSHIP
BOARD OF TRUSTEES
RESOLUTION #R-2016_____**

**MODIFICATION OF CURRENT PLAN DOCUMENT FROM A PROFIT SHARING TO
CASH OR DEFERRED ARRANGEMENT (CODA/401(K) PLAN)**

At a meeting of the Acme Township Board of Trustees, held on February 2, 2016, the Acme Township Board of Trustees, on a motion made by, _____ and seconded by _____ passed the following resolution:

Whereas, effective July 1, 2016, the following resolutions to amend and restate the Acme Township Retirement Plan was presented to the Acme Township Board of Trustees

Whereas, the form of Plan presented to the Board of Directors is a Profit Sharing Plan as authorized under Internal Revenue Code sections 401(a) and 501(a). Effective July 1, 2016 this plan will be restated as a non-standardized cash or deferred arrangement (CODA). **This will allow for employees to contribute to the plan through a salary deferral arrangement under Internal Revenue Code section 401(k).**

- a. Change: Adding to the plan a 401K so that employees may make pre-tax contributions into their retirement plan. Participants would be able to contribute up to \$18,000 for those 50 years and younger. And those 50 years and older the amount is depending on plan testing and could allow contribution up to \$24,000 a year.

Whereas, the Acme Township Retirement Plan presented to The Acme Township Board of Trustees are hereby adopted and approved and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Plan Administrator one or more counterparts of the Plan and Trust.

RESOLVED, that the proper Officers of the Employer shall act as soon as possible to notify employees of the Employer of the restatement of the Plan and Trust by delivering to each employee a copy of the amended Summary Plan Description upon approval of modifications once available, which form is hereby approved.

Township Board members present:

Absent:

Upon roll call, the following vote was cast:

Aye:

Nay:

Abstaining:

Jay B. Zollinger
Acme Township Supervisor
2/2/2016

Cathy Dye
Acme Township Clerk
2/2/2016



**TRAVERSE BAY AREA INTERMEDIATE SCHOOL DISTRICT
And
ACME TOWNSHIP**

Agreement for Collection of Summer School Property Taxes

AGREEMENT made this 12th day of January, 2016 by and between the Traverse Bay Area Intermediate School District, with offices located at 1101 Red Drive, Traverse City, MI, 49684 (hereinafter called "School District") and Acme Township with offices located at PO Box 434, Acme, MI 49610, (hereinafter called "Township"), pursuant to 1976 PA 451, as amended, for the providing for the collection by Township of summer levy on all (100%) of School District property taxes for the year 2016

THE PARTIES AGREE AS FOLLOWS:

- The Township agrees to assess and collect all (100%) of the total school property taxes as certified by the School District for levy on or about July 1, 2016 on property located within the Township.
- The fee for collecting the School District Summer Tax Levy is included in the per parcel payment as negotiated by the Traverse City Area Public School.
- No later than the third Thursday of June, the School District shall certify to the Township Clerk the school millage to be levied on property for summer collection.
- The Township Treasurer shall account for and remit to the School District summer school tax collections on the same schedule as agreed upon with the Traverse City Area Public School. In return for the timely payment, the School District waves any claim to interest earned during the time the money is in Township accounts.
- General conditions of this agreement negotiated by Township Treasurer and Traverse City Area Public Schools, subject to approval of both Boards.
- This Agreement shall renew annually for the year 2016, as negotiated by the Traverse City Area Public School.

Traverse Bay Area Intermediate School District and Acme Township Agreement for
Collection of Summer School Property Taxes

Page: 2

TOWNSHIP:

SCHOOL DISTRICT:

(Treasurer)



(Michael J. Hill, Superintendent)

SIGNATURE AUTHORIZED BY BOARD OF
TRUSTEE RESOLUTION OF

_____, 2016

(Supervisor)

(Clerk)

SIGNATURE AUTHORIZED BY
BOARD OF EDUCATION
RESOLUTION OF

June 16, 2015

Review Feb

**North End Bayside Park Improvement
Project Agreement**

Between:

Acme Township;
Traverse Area Recreation & Transportation Trails, Inc.; and,
The Grand Traverse Regional Land Conservancy

This is Project Agreement ("Agreement") between Acme Township ("Township"), 6042 Acme Road, Williamsburg, MI 49690; Traverse Area Recreation & Transportation Trails, Inc. ("TART"), 148 E. Front St, Ste. 201, Traverse City, MI 49685, the Grand Traverse Regional Land Conservancy ("Conservancy"), 3860 North Long Lake Road, Traverse City, MI 49684.

The Parties enter into this Agreement on the basis of the following:

- A. The Parties share a common desire that the North End Bayside Park ("Park") is designed, improved, and developed with recreational amenities and subsequently managed in a manner that:
 - a. Upholds the terms and intended uses set forth in the grant application and grant agreement with the Michigan Natural Resources Trust Fund (MNRTF) for the acquisition of the recent additions (from 20__ - 20__) to the Park; and,
 - b. Facilitates public access for all.
- B. The Parties acknowledge that in order to be successful there must be a coordinated approach to the following activities associated with the Park Improvement Project:
 - a. pursuit of public funding;
 - b. private fundraising;
 - c. grant writing;
 - d. communications; and,
 - e. media outreach;

Therefore,

- 1. The Township shall:
 - a. Provide the lead role in the following aspects of the project:
 - i. Design
 - ii. Pursuit of public funding; and,
 - iii. Overall project coordination.
 - b. Submit a Development grant to the MNRTF, due April 1, 2016;
 - c. Allocate \$75,000 of funds as match for the above-noted MNRTF grant
 - d. Include TART and the Conservancy in planning processes that relate to the design and construction of improvements at the Park.
 - e. Work with TART and the Conservancy to identify potential sources for public funding for construction and maintenance;
 - f. Recognize past and present contributions of TART and the Conservancy with signage and in published materials related to the Park;
 - g. Work with the Conservancy and TART on communication for the project and coordinate media outreach;
 - h. Support the Conservancy's efforts of private fundraising; and,

- i. Support TART's and the Conservancy's outreach by providing access to spokesperson(s) who can share information about Park Improvement efforts and the Township's commitment to the Park.

2. TART Shall:

- a. Provide private fundraising support for trail development;
- b. Participate in the design process and provide expertise for best practices related to trail design;
- c. Open up the trail to the TART Trails' Ambassador program- supporting maintenance of the constructed trail as part of regular activities when trail construction is completed;
- d. Support the Township's application for public grants;
- e. Support the Conservancy's efforts of private fundraising;
- f. Will provide a staff person and/or official point of contact for the partners to work with on the project;
- g. Provide the lead role in communication and outreach for regional trail efforts. Throughout the various planning and development stages, TART will facilitate communication and outreach to all regional trail and connection partners.

3. The Conservancy:

- a. Provide the lead role in private fundraising to provide a minimum of \$125,000 in matching funds to the MNRTF grant noted in 1.b. herein;
- b. Will work with the Township on naming opportunities that may be associated with specific gifts and/or requests for donor recognition. The Township maintains the authority for, and will have final approval for, any and all naming opportunities related to the Bayside Park property. The Conservancy will not offer any naming opportunity to a donor without the Township's approval;
- c. Work with the Township on communication for the project and coordinate media outreach;
- d. Support the Township's application for public grants;
- e. Will provide a staff person and/or official point of contact for the partners to work with on the project;
- f. Participate in the design process; and,
- g. Develop a Communications Plan facilitated by the Parks and Trail Committee that communicates with all parties in this Agreement as well as update the public with the progress of North Bayside Park improvements. All communication will acknowledge that project is a collaborative effort between Acme Township, TART and the Conservancy.

The parties have executed this Agreement on the date indicated below:

Traverse Area Recreation & Transportation Trails, Inc.:

Julie Clark, Executive Director

Date

Acme Township:

Jay Zollinger, Supervisor

Date

Grand Traverse Regional Land Conservancy:

Glen Chown, Executive Director

Date

DRAFT