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**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING**

Tuesday, March 01, 2016
7:00 PM



- A. CALL TO ORDER at _____ P.M.**
- B. PLEDGE OF ALLEGIANCE TO THE FLAG**
- C. ROLL CALL:** Shannon Price_____, Nancy Conzelman_____, Chuck Curmi _____,
Bob Doroshewitz _____, Ron Edwards _____, Mike Kelly _____,
Steve Mann _____
- D. INTRODUCTION OF FIREFIGHTER OF CHRIS HALLER**
- E. APPROVAL OF AGENDA**

Regular Meeting - Tuesday, March 01, 2016

F. APPROVAL OF CONSENT AGENDA

E.1 Approval of Minutes:

Special Meeting - Monday, February 22, 2016

E.2 Acceptance of Utility Easements:

E.3 Acceptance of Communications, Resolutions, Reports:

Planning Commission Annual Report - 2015

E.4 Approval of Township Bills:

		Year 2016
General Fund	(101)	\$1,870,547.47
Solid Waste Fund	(226)	117,530.77
Improvement Revolving Fund (Capital Projects)	(246)	1,142.25
Drug Forfeiture Fund	(265)	1,236.76
Golf Course Fund	(510)	1,069.58
Water and Sewer Fund	(592)	552,490.18
Trust and Agency Fund	(701)	-0-
Police Bond Fund	(702)	9,876.00
Tax Fund	(703)	-0-
Special Assessment Fund	(805)	29,474.62
Total:		\$2,583,367.63

G. PUBLIC COMMENTS AND QUESTIONS

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING**

Tuesday, March 01, 2016
7:00 PM



H. PUBLIC HEARING

I. COMMUNITY DEVELOPMENT

- 1) Request for Board Action - Eagle Scout Capital Improvement Plan at Township Park

J. UNFINISHED BUSINESS

- 1) Request for Board Action - Billy Casper Golf Contract Extension
- 2) Request for Board Action - Plymouth Commons Special Assessment District Determination of Necessity - **Resolution 2016-03-01-02**

K. NEW BUSINESS

- 1) Request for Board Action - Amended and Restated Plymouth Charter Township Pension Plan - John Hancock - **Resolution 2016-03-01-04**

L. SUPERVISOR AND TRUSTEE COMMENTS

M. PUBLIC COMMENTS

N. ADJOURNMENT

PLEASE TAKE NOTE: The Charter Township of Plymouth will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at all Township Meetings, to individuals with disabilities at the Meetings/Hearings upon two weeks notice to the Charter Township of Plymouth by writing or calling the following: Human Resource Office, 9955 N Haggerty Road, Plymouth, MI 48170. Phone number (734) 354-3202 TDD units: 1-800-649-3777 (Michigan Relay Services)

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
SPECIAL MEETING
MONDAY, FEBRUARY 22, 2016**

PROPOSED MINUTES

Supervisor Price called the meeting to order at 7:10 p.m. and Trustee Curmi led in the Pledge of Allegiance to the Flag.

MEMBERS PRESENT: Shannon Price, Supervisor
Nancy Conzelman, Clerk
Charles Curmi, Trustee
Robert Doroshewitz, Trustee
Michael Kelly, Trustee

MEMBERS ABSENT: Ron Edwards, Treasurer, Excused
Steve Mann, Trustee, Excused

OTHERS PRESENT: Kevin Bennett, Township Attorney
Alice Geletzke, Recording Secretary
22 Members of the Public

D. APPROVAL OF AGENDA

Special Meeting – February 22, 2016

Moved by Ms. Conzelman and seconded by Mr. Kelly to approve the agenda for the Board of Trustees special meeting of February 22, 2016. Ayes all.

E. PUBLIC COMMENTS

Ed Haggerty, Roman Kuzma, and Robert Gall registered their objections to the Township spending additional money to go forward with the City of Detroit lawsuit regarding the 323 acres. Brian Bentley objected to Steve Mann and Ron Edwards being absent from the meeting.

F. DISCUSSION: City Of Detroit Case Re: 323 Acres

With the deadline of February 23 for filing an appeal of the case with the State Supreme Court, Supervisor Price gave a review of what has transpired thus far and what is hoped to be accomplished by filing the appeal. He indicated the City of Detroit originally paid taxes on the entire piece of the property but sold part of it to the DeMattia group without first applying for a land split. Following the sale, neither DeMattia nor the City of Detroit paid taxes on either portion. Governmental units are required by law to pay taxes on property not used for public purposes. The land was then foreclosed by Wayne County and the Township exercised their right, after the State of Michigan, to purchase the 323 acres for the back taxes. Detroit then sued the Township and Wayne County, stating they were not properly notified of the foreclosure by the Wayne County Treasurer.

Negotiations are underway to get Wayne County to reimburse the Township their prorated portion, over \$200,000, of what was paid for the approximately 190 acres Detroit will retain; however,

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
SPECIAL MEETING
MONDAY, FEBRUARY 22, 2016**

PROPOSED MINUTES

Wayne County wants Detroit to agree to pay the amount before the County agrees to refund the Township. The appeal would serve as leverage in negotiations.

Attorneys involved in the case on behalf of the Township, Michael Cox and Kevin Bennett reviewed the legal aspects of the case and how the Township now has full control of 133 acres. They felt close to agreement with the County on reimbursement for the 190 acres; however, the City of Detroit is proposing a dramatically below-market offer to Wayne County and the County doesn't want to lose money in refunding the Township. In addition, if the Township chose not to appeal, leaving the judgment of the Court of Appeals intact, there may not be any way to collect any future delinquent taxes from the City of Detroit. It was the recommendation of the Attorneys to file the application for the appeal to the Supreme Court which will keep pressure on Wayne County and the City of Detroit to negotiate in good faith and potentially overturn the unfavorable decision.

Board members discussed the pros and cons of continuing the appeal or cutting losses and moving on. It was estimated the cost to continue would be \$10,000 to file and an additional \$15,000.

Moved by Ms. Conzelman and seconded by Mr. Kelly to approve filing an application for appeal to the Supreme Court the City of Detroit Case re: 323 Acres, to be reviewed by the Board within 60 days.

ROLL CALL: AYES: Conzelman, Kelly, Price
 NAYS: Curmi, Doroshewitz

Motion carried.

G. ADJOURNMENT

Moved by Ms. Conzelman and seconded by Mr. Kelly to adjourn the meeting at 8:27 p.m.

AYES: Conzelman, Kelly, Price, Curmi
NAYS: Doroshewitz

Nancy C. Conzelman, Township Clerk

Shannon G. Price, Township Supervisor



CHARTER TOWNSHIP OF PLYMOUTH

9955 N HAGGERTY RD • PLYMOUTH, MICHIGAN 48170-4673

www.plymouthtwp.org

To: Charter Township of Plymouth Board of Trustees
From: Charter Township of Plymouth Planning Commission
Date: February 17, 2016
Re: 2015 Annual Report

In accordance with the Michigan Zoning Enabling Act, PA 110 of 2006, and the Planning Enabling Act PA 33 of 2008, the Planning Commission is pleased to submit this annual report for the past year.

A. DEVELOPMENT APPLICATIONS REVIEWED

In 2015, the Planning Commission reviewed and took action upon 19 applications, consistent with the following: 7 Site Plan applications, 3 Special Land Use requests, 3 ARC Sign requests, 1 Cluster Housing Option, 1 PUD Amendment, 3 Zoning Ordinance Text Amendments, and 1 Master Plan for Land Use public hearing application. The status of each of these applications has been provided in a detailed list attached to this Report.

B. PLANNING AND NON-DEVELOPMENT APPLICATION RELATED BUSINESS

1. Master Plan Review

The Planning Commission completed an extensive update of the Master Plan for Land Use and approved the document by resolution on April 15, 2015.

2. Zoning Ordinance Amendments:

a. Nonconforming Lots

The Planning Commission held a public hearing and recommended approval of Text Amendment 010 to address nonconforming lots within the R-1 District on February 18, 2015.

SUPERVISOR

Shannon G. Price
(734) 354-3201

CLERK

Nancy C. Conzelman
(734) 354-3224

TREASURER

Ron Edwards
(734) 354-3214

TRUSTEES

Steven Mann, Robert Doroshewitz
Michael Kelly, Charles Curmi

b. Medical Marihuana

The Planning Commission held a public hearing for proposed Text Amendment 011 to address medical marihuana provisioning centers on March 18, 2015. No further action was taken at that time.

c. Therapy Uses in the IND District

The Planning Commission held a public hearing and recommended approval of Text Amendment 012 to address therapy uses in the IND District on September 16, 2015.

3. In accordance with the Planning Enabling Act, the Planning Commission approved a capital improvement project for Township Park, in memory of Trustee Kay Arnold, on October 16, 2015.
4. The Planning Commission discussed potential modifications to the Zoning Ordinance, based upon issues that were raised during 2015. Some of these items are identified in Paragraph C of this report as priority projects for 2016.

C. PLANNING COMMISSION PRIORITY PROJECTS FOR 2016

1. Zoning Ordinance Amendments:

a. Façade Ordinance

The Planning Commission has prepared an amendment to the Zoning Ordinance to address the exterior appearance of buildings within the Township. The goal is to establish a consistent set of standards for non-single-family residential structures, which encourage architectural variety within the context of creating a high-quality and harmonious aesthetic environment. The public hearing is on the agenda for the February Planning Commission meeting.

b. Sign Regulations

The Planning Commission has reviewed draft language for a potential amendment to the Sign Regulations within the Zoning Ordinance, which would clarify the use of digital signage in the community and respond to recent court cases regarding content neutrality. The Commission will continue to review and finalize the amendment language in 2016.

- c. Other items to be identified by the Commission.

Planning Commission Status Report

01/01/15 - 12/31/15

Application Type	App Number	App Date	Applicant Name	Project Name	PC Denied	PC Table	PC Tentative Approval	PC Final Approval	Status
Site Plan - Industrial	2147	9/23/2014	Stephen Nolan	EZ Storage Facility			10/15/2014	7/15/2015	Open
ARC Sign	2153	12/12/2014	Oak Pointe Properties LLC	AT & T ARC Sign			1/21/2015	1/21/2015	Closed
ARC Sign	2154	1/15/2015	59 Associates	DFCU ARC Signage				2/18/2015	Closed
Amendment - Text	2155	1/23/2015	Charter Township of Plymouth	Zoning Ordinance Text Amendment 010				2/18/2015	Closed
Amendment - Text	2157	2/12/2015	Charter Township of Plymouth	Zoning Ordinance Text Amendment 011					Closed
Special Use	2159	3/19/2015	Home Depot	Home Depot Special Land Use				4/15/2015	Closed
Site Plan	2160	3/19/2015	NV Laboratories, LLC	Jogue - Building Addition			4/15/2015	4/15/2015	Open
Special Use	2161	3/19/2015	John Elleff	Los Tres Amigos Outdoor Seating				4/15/2015	Closed
Other	2164	4/6/2015	Planning Commission	Updated Master Plan for Land Use				4/15/2015	Closed
Site Plan	2166	5/20/2015	USA Hockey	USA Hockey Expansion			6/17/2015	6/17/2015	Closed
Special Use	2167	6/18/2015	Naberhaus Therapy Inc.	Building Bridges Therapy Center (46200 Port Street)				7/15/2015	Closed
Site Plan	2168	6/18/2015	OLGC	OLGC - Building Addition			7/15/2015	8/19/2015	Open
ARC Sign	2169	6/18/2015	Signarama	1-800-Self-Storage		7/15/2015		8/19/2015	Closed
Site Plan	2170	6/18/2015	Mohammad Wajshat Hussain Siddiqi	Rayyan Center		7/15/2015	10/21/2015	2/17/2016	Open
Site Plan	2171	6/22/2015	Federal Mogul / Process Results	Federal Mogul Corp					Closed
Amendment - Text	2174	7/23/2015	Charter Twp of Plymouth	Zoning Ordinance Text Amendment 012				8/16/2015	Closed

Application Type	App Number	App Date	Applicant Name	Project Name	PC Denied	PC Table	PC Tentative Approval	PC Final Approval	Status
Cluster Housing Option	2178	9/17/2015	Menard Premiere Builders, LLC	The Enclave Condos				2/17/2016	Open
Site Plan	2181	10/22/2015	DD Helm, LLC	Michigan Mfg Tech Center - MMTC			11/18/2015	11/18/2015	Open
Planned Unit Development	2184	11/12/2015	Robert Bosch LLC.	Bosch PUD Amendment				12/9/2015	Open

Total Records: 19



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: March 1, 2016

ITEM:

A proposed Eagle Scout project that includes a Capital Improvement Plan (CIP) to build a landscaped flag pole at Township Park.

PRESENTER: Eagle Scout candidate Chase Every

OTHER INDIVIDUALS IN ATTENDANCE: None anticipated.

BACKGROUND: Eagle Scout candidate Chase Every has requested to install a 35' flag pole in the center of the 4 baseball diamonds at Township Park. This CIP would include the sale of personalized landscape paver bricks to offset all project costs. On February 17, 2016 the planning commission approved this project.

ACTION REQUESTED: approval of this project as presented

BUDGET/ACCOUNT NUMBER:

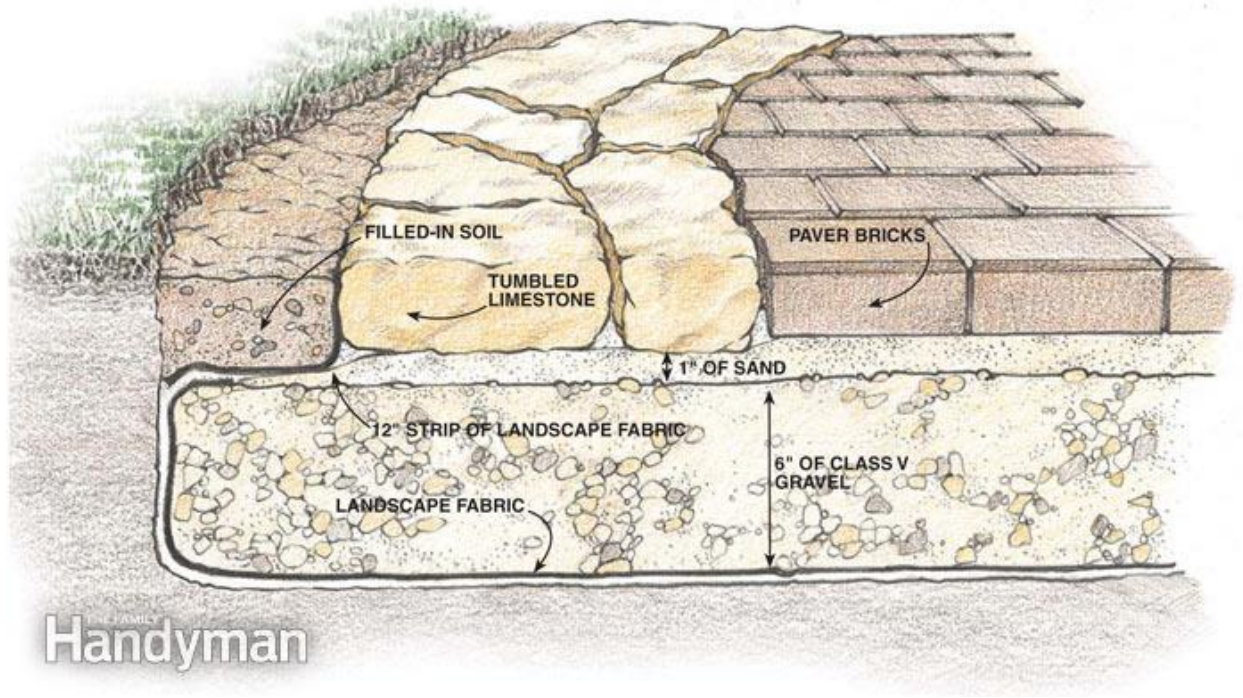
RECOMMENDATION:

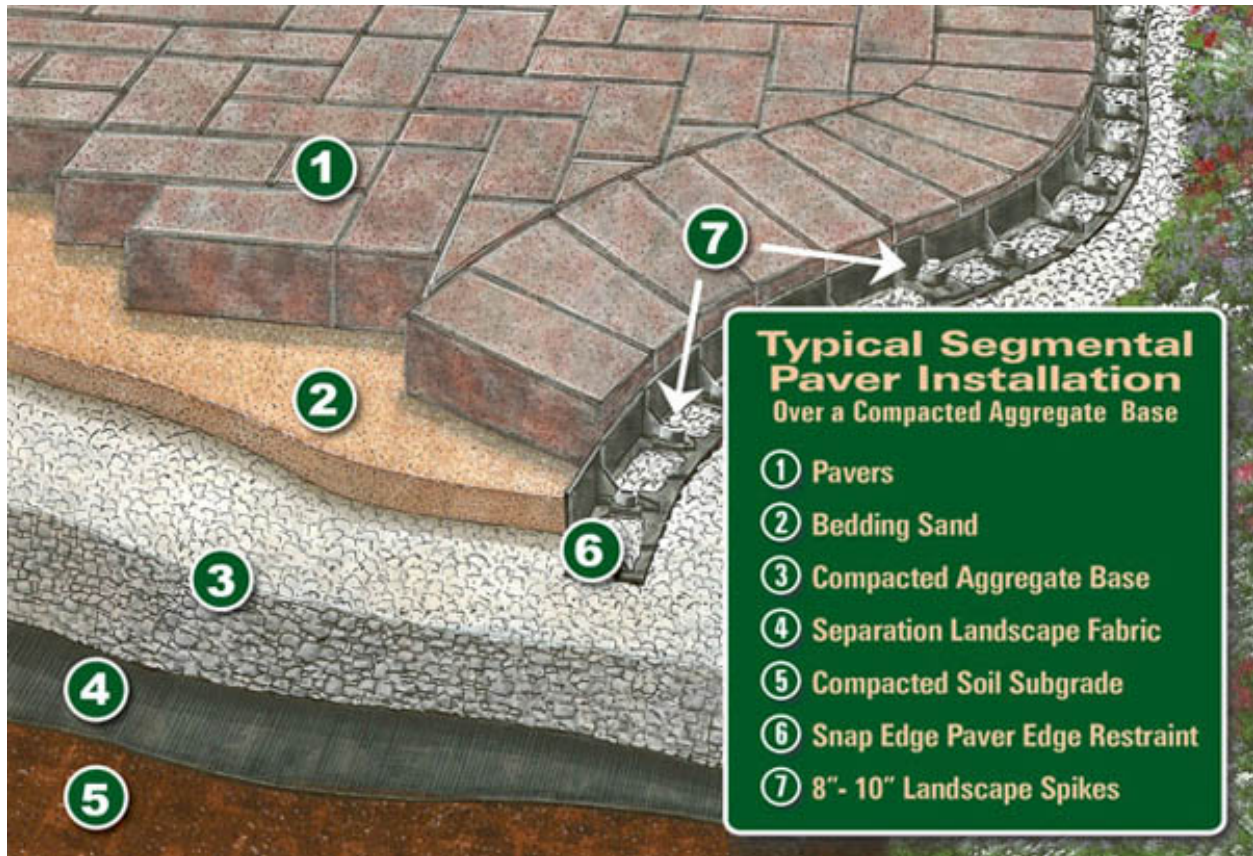
MODEL RESOLUTION: I move to approve/adopt/award...

The Eagle Scout project CIP, to install a 35-foot flag pole in the center of the baseball diamonds at Township Park along with the sale of personalized landscape paver brick as proposed to the Plymouth Township Board

ATTACHMENTS: Please see attached renderings and associated information





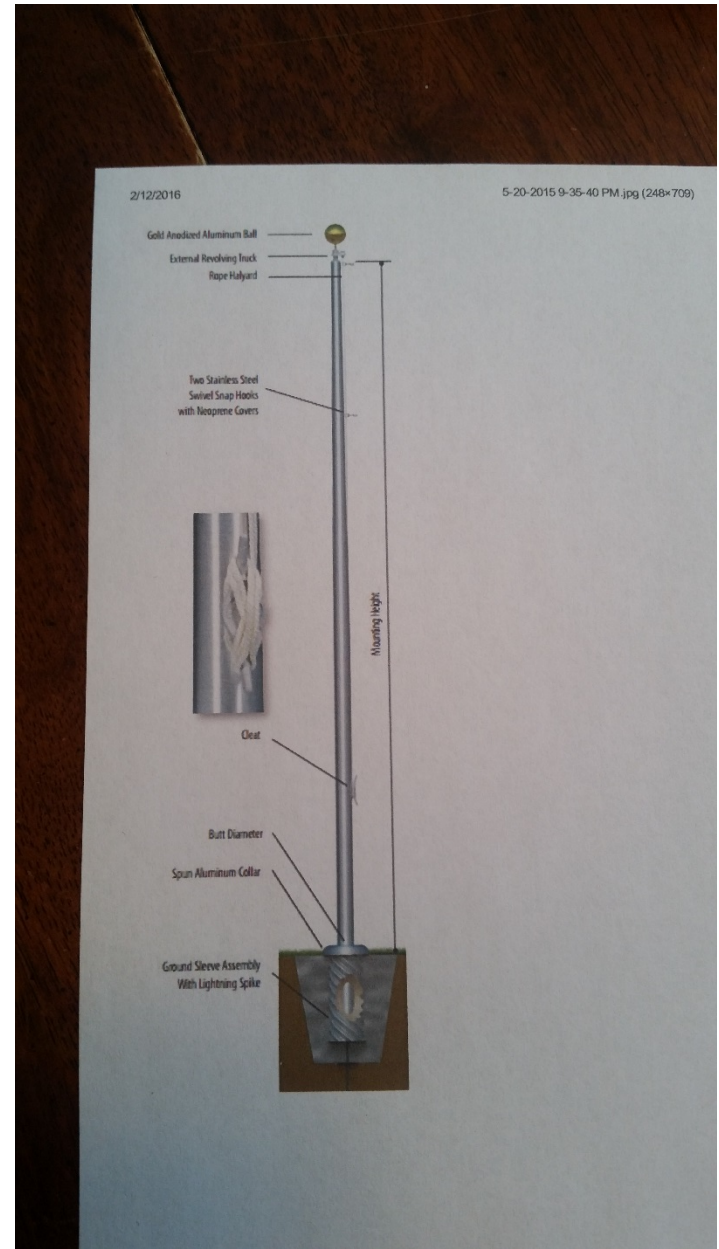


6-20-2015 9:49:28 PM: lpa (528-037)

2/12/2016

ESR - External Single Revolving

Case	Max. Ht.	Butt Dia	Top Dia	Wt. Truss	Set Drive	Flange Dia	Flange Wt.	Max. Flt. Dia	Max. Wind Speed w/Flt.	Max. Wind Speed No Flt.
ESR20841	20'	4"	3"	.125"	2'-0"	1	82	4' x 6'	100	125
ESR20851	20'	5"	3"	.125"	2'-0"	1	97	4' x 6'	135	225
ESR20851	20'	5"	3"	.188"	2'-0"	1	119	4' x 6'	180	280
ESR25841	25'	4"	3"	.125"	2'-6"	1	105	5' x 8'	80	100
ESR25851	25'	5"	3"	.125"	2'-6"	1	117	5' x 8'	100	130
ESR25C51	25'	5"	3"	.156"	2'-6"	1	131	5' x 8'	110	170
ESR25D51	25'	5"	3"	.188"	2'-6"	1	146	5' x 8'	120	205
ESR25C61	25'	6"	3.5"	.156"	2'-6"	1	155	5' x 8'	145	230
ESR25D61	25'	6"	3.5"	.188"	2'-6"	1	186	5' x 8'	165	250
ESR30841	30'	4"	3"	.125"	3'-0"	1	116	6' x 10'	60	80
ESR30851	30'	5"	3"	.125"	3'-0"	1	138	6' x 10'	75	95
ESR30C51	30'	5"	3"	.156"	3'-0"	1	155	6' x 10'	85	110
ESR30D51	30'	5"	3"	.188"	3'-0"	1	173	6' x 10'	90	130
ESR30C61	30'	6"	3.5"	.156"	3'-0"	1	188	6' x 10'	105	170
ESR30D61	30'	6"	3.5"	.188"	3'-0"	1	209	6' x 10'	120	190
ESR35851	35'	5"	3"	.125"	3'-6"	1	149	6' x 10'	65	75
ESR35C61	35'	6"	3.5"	.156"	3'-6"	1	218	6' x 10'	85	115
ESR35C71	35'	7"	3.5"	.156"	3'-6"	1	234	6' x 10'	110	160
ESR35D71	35'	7"	3.5"	.188"	3'-6"	1	261	6' x 10'	125	185
ESR40C71	40'	7"	3.5"	.156"	4'-0"	1	277	8' x 12'	85	120
ESR40C81	40'	8"	4"	.156"	4'-0"	1	321	8' x 12'	105	155
ESR40D81	40'	8"	4"	.188"	4'-0"	1	342	8' x 12'	120	175
ESR45D82	45'	8"	4"	.188"	4'-6"	2	385	8' x 12'	100	145
ESR50D83	50'	8"	4"	.188"	5'-0"	3	445	10' x 15'	80	110
ESR50D13	50'	10"	4"	.188"	5'-0"	3	528	10' x 15'	115	160
ESR60D13	60'	10"	4"	.188"	6'-0"	3	631	12' x 18'	85	115
ESR60F13	60'	10"	4"	.250"	6'-0"	3	696	12' x 18'	100	140
ESR60F23	60'	12"	4"	.250"	6'-0"	3	800	12' x 18'	135	185
ESR70G13	70'	10"	4"	.312"	7'-0"	3	840	12' x 18'	90	120
ESR70F23	70'	12"	4"	.250"	7'-0"	3	930	12' x 18'	105	145
ESR80H14	80'	12"	4"	.375"	8'-0"	4	1320	15' x 25'	105	140





CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: March 1, 2016

ITEM:

Hilltop Golf Course Contract Amendment and Extension

PRESENTER: Supervisor Shannon Price

OTHER INDIVIDUALS IN ATTENDANCE: Nick Bednar

EXECUTIVE SUMMARY:

The Township entered into a five year contract with Billy Casper Golf, LLC (BCG) on March 22, 2011 to manage and operate Hilltop Golf Course. The original contract included two three year extensions to the contract.

The Supervisor met with BCG to review and amend the contract. The proposed amendment includes replacing the base management fee with an incentive based management fee. The incentive fee would pay BCG 11% on revenue up to \$600,000, 13% on revenue from \$600,000 - \$700,000, 14% on revenue from \$700,000 - \$800,000, and 15% on revenue over \$800,000. The proposed amendment also includes a bonus for food and beverage sales, and an option for a third three year contract extension.

ACTION REQUESTED:

Approve the option to extend the Contract with BCG for three years as amended.

BUDGET/TIME-LINE:

IMPLEMENTATION PLAN:

RECOMMENDATION:

MODEL RESOLUTION: I move to approve the amended agreement with Billy Casper Golf, LLC, which includes a three year contract extension.

ATTACHMENTS:

**FIRST AMENDMENT TO HILLTOP GOLF COURSE
MANAGEMENT AGREEMENT**

THIS FIRST AMENDMENT ("Amendment") is made as of this ____ day of February, 2016 by and between BILLY CASPER GOLF, LLC ("BCG"), a Virginia limited liability company, having an address at 12700 Sunrise Valley Drive, Suite 300, Reston, VA and Charter Township of Plymouth ("Owner"), a Michigan Municipality, having an address at 9955 N. Haggerty Road, Plymouth, Michigan, 48170.

WHEREAS, the parties entered into a Management Agreement dated March 22, 2011; and

WHEREAS, the parties wish to extend the term of the Agreement for a three (3) year period which shall commence upon March 17, 2016 and thereafter shall renew for three (3) successive periods of three (3) years (each such period being an "Extension Term"), upon written mutual agreement by Owner and BCG no later than one hundred twenty (120) days prior to expiration date; and

WHEREAS, all other terms and conditions of the Agreement shall remain in full force and effect;

NOW, THEREFORE, in consideration for the covenants and agreements of the parties contained herein, it is mutually agreed to replace Paragraph 7A as follows;

7. COMPENSATION AND FEES.

- A. Base Management Fee.** For its services hereunder, BCG shall be paid a Base Management Fee (the "Base Management Fee") equal to the percentage of Gross Revenue recognized by Club on a monthly basis per the financial statements, effective April 1, 2016, according to the following schedule below:

<u>Percentage of Gross Revenue</u>	<u>Calendar Year Gross Revenue Total</u>
11%	from \$1 to \$600,000
13%	from \$600,001 to \$700,000
14%	from \$700,001 to \$800,000
15%	above \$800,001

BCG shall not be paid a percentage of the Gross Revenue from January 1, 2016 through March 31, 2016, however, the Gross Revenue recognized from January 1, 2016 through March 31, 2016 shall count towards the corresponding Percentage of Gross Revenue in the Calendar Year Gross Revenue Total above for Calendar Year 2016. BCG shall be paid the Base Management Fee for the full month of March 2016 as per the original Management Agreement. The Base Management Fee shall be payable on the fifth day of each such month from the Operating Account. The Base Management Fee shall be a net fee to BCG and shall not include Club expenditures as provided for in this Paragraph 6.A.

In addition to the Base Management Fee, BCG shall be entitled to earn an Incentive Management Fee for each Calendar Year during the Term of the Agreement. For Calendar Year 2016 and each year thereafter, BCG shall receive an amount of Five thousand dollars (\$5,000) if the Club achieves Two hundred twenty five thousand dollars (\$225,000) of Food and Beverage Revenue (to include Food, Beverage and Other Food and Beverage Revenue per the financial statements) in any Calendar Year during the Term of the Agreement (collectively, the "Incentive Management Fee"). The Incentive Management Fee earned for a calendar year shall be paid no later than March 15th of the year immediately following the calendar year for which it is calculated and in which it was earned.

All Base Management Fees and Incentive Management Fees during the term shall be paid to BCG from the Operating Account, however, any fees not payable until after the

expiration or termination of this Agreement shall be paid to BCG directly. Any Base Management Fee not received by the 10th of the month, any Incentive Management Fee not received by the 15th of March following the year in which it was earned, and any other sums due under this Agreement and not paid when due (including, but not limited to reimbursement for Centralized Services as defined in Section 6D below and Operating expenses as described in Section I.) shall be delinquent (hereafter, "Past Due Amount") and subject, without notice or demand, to late fees and interest as follows:

1. Late Fee: A late fee of Five Percent (5%) of the amount due shall be added and shall become a part of any Past Due Amount.
2. Interest: Any Past Due Amount not received within ten (10) days of its due date shall bear interest; from the date payment was due until the date paid, at the then-current judgment rate, along with all costs of collection, including reasonable attorneys' fees.
3. Travel. BCG's corporate based employees shall be reimbursed for all reasonable travel-related expenses, including airfare, automobile (mileage reimbursement or rental car), lodging, and meals, in connection with its services hereunder pursuant to the approved line item in the approved Annual Budget and Program, provided that any such expenses shall be appropriately allocated among other facilities benefited by such travel. BCG shall provide documentation of all expenses in a form acceptable to Owner. Such reimbursement shall not exceed six thousand dollars (\$6,000) per Calendar Year.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties executed this amended Agreement to be effective as of March 17, 2016.

CHARTER TOWNSHIP OF PLYMOUTH

By: _____ Date: _____
Township Supervisor, Shannon Price

By: _____ Date: _____
Clerk, Nancy Conzelman

BILLY CASPER GOLF, LLC

By: _____ Date: _____
R. Joseph Goodrich, Executive Vice President

By: _____ Date: _____
R. Alexander Elmore, President

**FIRST AMENDMENT TO ~~XX HILLTOP~~ GOLF COURSE
MANAGEMENT AGREEMENT**

THIS ~~FIRST AMENDMENT MANAGEMENT AGREEMENT~~ ("Amendment~~greement~~") is made as of this _____ day of ~~February, 2016~~, ~~2014~~ by and between BILLY CASPER GOLF, LLC ("BCG"), a Virginia limited liability company, having an address at ~~12700 Sunrise Valley Drive, Suite 300, Reston, VA 20190~~ ~~Boone Boulevard, Suite 350, Vienna, VA 22182~~ and ~~OWNERS ENTITY~~ ~~Charter Township of Plymouth~~ ("Owner"), a ~~XX state type corporation~~ ~~Michigan Municipality~~, having an address at ~~street address~~ ~~9955 N. Haggerty Road, Plymouth, Michigan~~ ~~state~~, ~~48170~~ ~~zip~~.

WHEREAS, ~~the parties entered into a Management Agreement dated March 22, 2011; and~~

~~Owner owns certain real property commonly known as XX Golf Club Hilltop Golf Course, currently an 18-hole golf course, clubhouse, driving range and other amenities located in city, state Plymouth, Michigan (the "Club");~~

~~WHEREAS, Owner recognizes the benefit of engaging a third party management company to manage the affairs of the Club; and~~

~~WHEREAS, Owner issued a Request for Qualifications for the Management, Maintenance, and Golf Operations at Hilltop Golf Course ("RFQ"), attached as Exhibit B; and~~

~~WHEREAS, BCG is in the business of managing golf courses and clubs and BCG responded to RFQ, attached as Exhibit C; and~~

~~WHEREAS, Owner desires to utilize the services and experience of BCG in connection with the management and operation of the Club, and BCG desires to render such services, upon the terms and conditions set forth in this Agreement; and~~

~~the parties wish to extend the term of the Agreement for a three (3) year period which shall commence upon March 17, 2016 and thereafter shall renew for three (3) successive periods of three (3) years (each such period being an "Extension Term"), upon written mutual agreement by Owner and BCG no later than one hundred twenty (120) days prior to expiration date; and~~

~~WHEREAS, all other terms and conditions of the Agreement shall remain in full force and effect;~~

~~NOW, THEREFORE, in consideration for the covenants and agreements of the parties contained herein, it is mutually agreed to replace Paragraph 7A as follows:~~

~~WHEREAS, BCG intends to form a wholly owned single purpose subsidiary entity, XX Hilltop Golf Management, LLC, ("XXGMHGM") for the purpose of performing some or all of the services outlined herein; and~~

~~WHEREAS, BCG acknowledges and agrees that the formation of XXGMHGM shall not relieve BCG from any of its duties, obligations, and responsibilities set forth herein;~~

~~NOW, THEREFORE, in consideration of the covenants and agreements of the parties contained herein and it is mutually agreed as follows:~~

~~1. DEFINITIONS. The following terms, as used in this Agreement, shall have the following meaning, unless otherwise set out in this Agreement:~~

~~A. Annual Budget and Program: Documents presented by BCG for the operation of the Club to the Owner as part of the Owner's annual budget process, including but not limited to the following: 1. An annual operating budget, including a comparison to the annual operating budget for the immediately preceding year and a projection of anticipated monthly revenues~~

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~~and expenses and cash flows for the Club for the following fiscal year, including, without limitation; a. a reasonable contingency and anticipated working capital requirements budget for the next fiscal year; b. A recommended capital improvements budget for the next fiscal year; c. A general marketing and operational program with respect to the Club, including, without limitation: operating policies, standards for operation and quality of service standards; 2. BCG's proposals with respect to proposed hours of operation of the Club, clubhouses, pro shops, driving range, menu for the food and beverage service, merchandise for the pro shop, employee play and employees discounts, proposal for providing lessons, golf camp and other activities and any other documents either requested by the Owner or volunteered by BCG as helpful for the budgeting and programming process.~~

~~**B. Base Management Fees:** The monthly payment made by the Owner to BCG for management services of the Club as set out in this Agreement, including the Request for Proposal and BCG's Response to the Request for Proposal. The Base Management Fees shall be a net fee and excludes expenditures for the Club.~~

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~~**C. BCG:** Billy Casper Golf, LLC, a Virginia Limited Liability Company.~~

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~~**D. Centralized Services:** BCG may cause to be furnished to the Club certain services ("Centralized Services") which are able to be furnished in a more cost effective and efficient manner on a central or regional basis to golf facilities managed by BCG. The costs to provide such services shall be aggregated and billed to the clubs in direct proportion to services used by BCG rather than via a third party vendor. Centralized Services shall be approved as part of the Annual Budget and Program by Owner.~~

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~~**E. City/Township:** The City of X/Charter Township of Plymouth, a Michigan <insert state> municipal corporation. The City of X owns the X Golf Course and is lessee, operator and agent for the X Golf Course which is owned by the Municipal Building Authority of X.~~

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~~**F. Deposit Account:** An account opened by BCG at a local financial institution approved by the Owner in which any cash, checks or other negotiable instruments received by BCG on behalf of the Club or the Owner on behalf of the Club are deposited. BCG shall open an account for the Club and the funds from these accounts shall be accessible by either party.~~

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~~**G. Expenditures:** The process of paying for services, goods, or items incurred in the operation of the Club.~~

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~~**H. Fiscal Year:** July 1st to June 30th.~~

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~~**I. Golf Course(s):** Public golf course(s) owned by the City and commonly known as X Hilltop Golf Course, which includes the clubhouse(s), driving range(s), and other amenities.~~

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~~**J. Gross Revenue:** All revenues and income of any nature derived directly or indirectly from the Club or from the use or operation thereof, including green fees, gross sales proceeds from the sale of green fees, memberships or annual passes to the Club, monthly dues from annual pass holders of the Club, rental fees for golf carts, golf clubs and other rental items, net lesson fees, range balls, food and beverage revenues (including mandatory service charges, revenue generated from space rentals and from meetings, banquets, parties, receptions, tournaments and other group gatherings) merchandise sales, and the proceeds paid for any business interruption, use, occupancy or similar insurance policy claim. Excluded from "Gross Revenue" are any credits or refunds made to customers, guests or patrons; any sums and credits received by Owner for lost or damaged merchandise; any sales taxes, excise taxes, gross receipt taxes, admission taxes, entertainment taxes, amusement taxes, tourist taxes or charges; any proceeds from the sale or other disposition of the Club, Furniture, Fixtures & Equipment (FF&E), or other capital assets; any property and/or liability insurance proceeds;; any proceeds of financing or refinancing of the Club; amounts contributed by Owner pursuant to the terms of this Agreement and Income or interest derived from the Club~~

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~~bank account. Gross Revenues shall be determined on an accrual basis and in accordance with generally acceptable accounting principals ("GAAP").~~

~~K. Minimum Funds Balance: The minimum dollar amount of the budget for all operating expenses for each month for the Club, as set forth in the Annual Budget and Program approved by the Owner.~~

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~~L. Net Operating Income: Gross Revenue from the Club, minus all operating expenses which are attributable (in accordance with generally accepted accounting principles) to the use and operation of the Club, including, without limitation: employee costs, operating expenses, centralized services, the Base Management Fees, expense reimbursements, all insurance costs related to the operation of the Club, personal property taxes (limited to an amount allocable to the Club), and golf cart leases and operating costs; provided, however, such expenses shall not include any charges for amortization, depreciation, capital expenditures, debt service, and equipment loan payments other than golf carts, irrigation water charges, real estate taxes, State and Federal income taxes, Owner distributions or overhead allocations, or any Incentive Management Fees paid to BCG hereunder.~~

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~~M. On-Site Account: An account opened by BCG at a local financial institution approved by the Owner which shall be used for minor operating expenses to replenish petty cash. BCG shall open an account, one the Club.~~

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~~N. Operating Account: An account opened by BCG at a local financial institution approved by the Owner in which any cash, checks or other negotiable instruments received by BCG or the Owner on behalf of the Club will be deposited or transferred. BCG shall open an account for the Club. This account shall be used for operating expenses of the Club.~~

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~~O. Operating Expenses: The costs attributable to the operation of the Club, including but not limited to: Base Management Fees, payroll, payroll taxes, benefits, employee related costs, insurance, supplies, marketing materials, services, utilities, maintenance and repair, and service agreements.~~

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~~P. "XXGCHGC": XX Hilltop Golf Course~~

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~~Q. "XXGMHGM": XX Hilltop Golf Management, LLC, a wholly-owned subsidiary of Billy Casper Golf, LLC to perform some or all of the services at XXGC HGC~~

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~~R. Working Capital: Funds utilized to pay operating expenses of the Club.~~

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~~2. TERM OF AGREEMENT. The term of this Agreement shall commence upon Month date March 17, 2011 ("Effective Date"), and unless terminated as provided for herein, shall expire five (5) years from the Effective Date ("Initial Term"), and thereafter shall renew for two successive periods of three (3) years (each such period being an "Extension Term") upon written mutual agreement by Owner and BCG no later than one hundred twenty (120) days prior to expiration date.~~

~~3. APPOINTMENT OF BCG AS MANAGER. BCG represents it is an experienced manager and operator of high quality golf facilities and understands that Owner is relying on BCG's expertise in managing golf facilities in entering into this Agreement. From and after the Effective Date, Owner hereby grants to BCG the right, subject to Owner's input, to supervise and direct the management and operation of the Club for and on the account of Owner, and BCG hereby accepts said grant and agrees that it shall supervise and direct the management and operation of the Club, all pursuant to and in accordance with the terms of this Agreement, and Owner shall reasonably cooperate so as to permit BCG to carry out its duties hereunder.~~

~~4. BILLY CASPER GOLF, LLC SERVICES. Services rendered by BCG to Owner shall be as follows: Subject to the terms of this Agreement, BCG, as an independent contractor, shall have the sole~~

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~~and exclusive right to operate and manage the Club. Owner and BCG agree that they shall cooperate reasonably with each other to permit BCG to carry out its duties under this Agreement. BCG shall have the responsibility of providing, and the authority to provide, general operational management services for the Club, including, without limitation, the following services:~~

- ~~A. Employees. All personnel employed at the Club shall at all times be employees of XXGMHGM. If an employee of BCG or an affiliate of BCG that is not employed at the Club is assigned temporarily or on a part-time basis to perform services at the Club, such employee's salary (including employee benefits and taxes) in proportion to the period of time such employee dedicates to the Club, and actual expenses incurred traveling to and from the Club shall be reimbursed to BCG by the Club, subject to prior approval by Owner and any applicable restrictions and limitations provided in the Annual Budget and Program. BCG shall, as an expense of the Club, hire, promote, supervise, direct and train all XXGMHGM employees at the Club, fix their compensation and fringe benefits, and, generally, establish and maintain all policies relating to employment and employment benefits. Employees wishing to participate in the benefits program shall adhere to the requirements of the BCG benefits program with respect to required contributions, deductibles and eligibility based upon position classification and employee tenure. XXGMHGM employee files shall always be the sole property of BCG. All costs of every kind and nature pertaining to all employees at the Club arising out of the employer-employee relationship, including, without limitation, salaries, fringe benefits, bonuses, relocation costs, employment-related legal costs, and costs incurred in connection with governmental laws and regulations and insurance rules, including those relating to post employment costs for benefits, health insurance, cobra payments, and any payouts of unused vacation at termination of employment, shall be an operating expense paid from the Operating Account (as defined in Section 4 below), and Owner shall reimburse, indemnify and hold harmless BCG for all costs, expenses, liabilities and claims incurred in connection therewith their employment at HGC.~~

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~~Owner shall not offer employment to, hire or employ any current XXGMHGM or BCG employee or individual who has been a XXGMHGM or BCG employee in the past six (6) months for a period of one (1) year after the termination of this Agreement without the written consent of BCG. The obligations under this Paragraph 3A shall survive the termination of this Agreement.~~

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- ~~B. Inventory Merchandise and Items for Re-sale. BCG shall, at the expense of the Club, obtain merchandise for the pro shop at the Club and food and beverage items, all in accordance with the Annual Budget and Program.~~
- ~~C. Supervision. BCG shall supervise and manage the Club operations to include golf pro shop, maintenance, food and beverage, membership sales efforts, practice facilities, administration, and other ancillary services (such as pool, tennis and fitness, if applicable) at the Club.~~
- ~~D. Equipment. Except as set forth in Paragraph 12, BCG shall, in preparation of Annual Budget and Program as set forth in Paragraph 3H, develop a list of required equipment and a purchase/lease schedule and maintain in good working condition and order the physical plant and equipment at the Club, including the golf course and all physical structures which are part of the Club, and all vehicles and other maintenance equipment necessary to the maintenance and operation of the Club in the normal course of business.~~
- ~~E. Purchasing and Procurement. With respect to the duties and responsibilities of BCG as set forth in this Paragraph 3, BCG shall arrange for the procurement, as an operating expense of the Club, all operating supplies, operating equipment, inventories and services as are deemed necessary to the normal and ordinary course of operation of the~~

~~Club and to operate the Club in accordance with the Annual Budget and Program. In purchasing operating supplies, operating equipment, inventories (including merchandise to be sold in the golf shop) and services for the Club, BCG may utilize its purchasing procurement services and/or other group buying techniques involving other affiliated clubs managed by BCG, provided that the cost thereof shall be competitive with that which would be charged by non-affiliated third party vendors in an arms-length transaction. In such event, BCG may receive and retain a minor fee or other compensation from vendors and service providers in exchange for BCG's services in making the benefit of volume purchases available to the Club or negotiating and implementing the arrangements with such vendors or providers, provided that the cost shall be competitive as aforesaid. Any available discount, rebate, fee or compensation which is directly attributable to the purchases made by BCG for the operation of the Club shall be remitted directly to the Club from the vendor.~~

~~F. Consultation. Except as provided in Paragraph 43A pertaining to the assignment by BCG of temporary or part-time BCG personnel, BCG shall, as part of its services hereunder and without additional compensation, make its staff available to Owner upon request for consultation regarding the Club, including, but not limited to capital improvements or projects which may include modifications to the vertical structures or golf course.~~

~~G. Marketing Plan. BCG shall create, direct, and implement an annual marketing plan for the Club as part of the Annual Budget and Program. The marketing plan for the Club will include a market analysis, a summary of programs to include rates, membership structure (if applicable), and strategies for achieving the budgeted financial goals and other marketing related goals for all Club departments.~~

~~BCG shall, as an operating expense of the Club, obtain and manage:~~

- ~~1. Marketing systems, including internet (web site, e-mail, e-commerce); electronic tee sheet program (reservation system, customer database, POS); credit card processing; and branding materials (graphic design, collateral, photography);~~
- ~~2. Customer acquisition programs, including advertising (print, electronic, display); direct marketing (direct mail, broadcast e-mail); promotional offers; and community and vendor partnerships and sponsorships;~~
- ~~3. Customer retention programs, including special events and programs; promotional offers; and membership events and programs;~~
- ~~4. Sales programs, including outing, membership, and event sales management; and~~
- ~~5. Quality assurance programs, including customer surveying; "secret shopper" on-site visits and telephone sales calls.~~

~~BCG shall coordinate and oversee all third-party contractors' work in connection with the production and implementation of these programs. BCG shall also include, as appropriate, the Club as a participant in BCG-shared marketing programs, including regional and national advertising and promotions, round sharing and referrals through the reservation system, and use of the name and mark "Managed by Billy Casper Golf."~~

~~All advertising fees and promotional fees paid by third parties to the Club shall belong to and constitute Gross Revenues (defined below) of the Club.~~

~~H. Accounting. BCG shall timely pay all vendors of the Club (subject to the availability of funds in accordance with the terms of the Agreement). BCG shall provide separate budgeting, bookkeeping and reporting services to Owner for the Club (it being understood that copies of all books and records shall be kept at the Club and that all books, records, software, data, programs, manuals and the like shall remain the property of Owner);~~

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~~1. BCG shall prepare and deliver to the Owner, in accordance with BCG standard procedures and format, on an accrual basis and generally accepted accounting principles (GAAP) for the single purpose subsidiary entity, XXGMHGM, regular monthly and annual financial statements which shall include an operating level balance sheet (bank account balances, inventory, accounts payable, accounts receivable if applicable, accrued payables, gift certificate balances and paid in capital from Owner), a profit and loss statement for the current month and year to date activity, accounts payable listing, general ledger activity and comments regarding monthly activity and variances to the Annual Budget. Upon Owner's request, BCG shall provide all accounting data and reports in electronic form. BCG shall not be responsible for the accounting or tax reporting requirements of the Ownership entity, including but not limited to, the depreciation, amortization or addition of assets and equipment, owners equity, debt service principle, loan amortization, accounting treatment relating to any full or partially refundable membership initiation fees or deposits, or payment of any invoices which relate to a period prior to the Effective Date. Owner shall provide BCG opening entry data for the balance sheet within 15 days of the Effective Date.~~

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~~Final monthly operating statements shall be furnished to Owner by the 20th day following the last day of each month, and annual operating statements shall be furnished by the 45th day following the last day of each fiscal year. At Owner's discretion, the annual operating statement shall be audited and prepared by a certified public accountant chosen by Owner, the cost of which shall be an operating expense of the Club. This audit shall be performed at the Club site, and BCG shall make every effort to comply with the auditor's requests.~~

~~2. BCG shall prepare and deliver to Owner no later than November 1st of each year (except for the first full or partial fiscal year when BCG shall prepare and deliver to Owner no later than thirty (30) days after the Effective Date) for the following fiscal year: (a) an annual operating budget, including a comparison to the annual operating budget for the immediately preceding year and a projection of anticipated monthly revenues and expenses and cash flows for the Club for the following fiscal year, including, without limitation, a reasonable contingency and anticipated working capital requirements for the Club for the year; (b) a recommended capital improvements budget for the next fiscal year, and (c) a general marketing and operational program with respect to the Club, including, without limitation, operating policies, standards for operations and quality of service standards (collectively, the "Annual Budget and Program"). BCG and Owner shall use their mutual best efforts to agree upon the Annual Budget and Program for the following year on or before fiscal year end. The Annual Budget and Program shall also include BCG's proposals with respect to proposed hours of operation, operating expenses and labor burden (to include rates of pay, incentive or commission structures) for each department of the Club. The Annual Budget shall also include a proposed menu for the food and beverage service, a merchandise buying plan for the pro shop, and a list of policies related to complimentary golf course and Club use by Owner's representatives, employees and proposed capital improvements. **Owner shall have the final approval and final decision-making authority over the Annual Budget and Program.** In the event BCG and Owner cannot agree upon Annual Budget and Program prior to fiscal year end or for the first fiscal year of the term, the Annual Budget will be the prior fiscal year operating results by department for revenues and expenses adjusted by the lesser of (i) the percentage increase in the Consumer Price Index (All Urban Consumers; U.S. City Average; All Items; 1982-84=100), as published by the U.S. Bureau of Labor Standards, or its successor index ("CPI"), for the month of December immediately preceding the commencement of such calendar year over the prior December (provided that if there is no such percentage~~

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~~increase, the there shall be no increase in the Annual Budget for such fiscal year) and (ii) four percent (4%), until the Annual Budget and Program is approved by Owner. Each party may, from time to time, propose to the other party during the course of the year, such changes or amendments to the Annual Budget and Program as such party may consider necessary or appropriate, and BCG and Owner shall use their mutual best efforts to act upon such proposal within thirty (30) days after such proposal is made provided any such change or amendment shall be subject to Owner's prior written approval. BCG shall secure the prior approval of Owner for total expenditures which exceed the total expenditure amount approved in Annual Budget and Program, however, as necessary, BCG has the ability to allocate funds from individual expense line item to another expense line item within the Annual Budget and Program, and (ii) expenditures which will exceed any line item in the Annual Budget and Program by Ten Thousand Dollars (\$10,000), so long as all such expenditures do not exceed Fifty Thousand Dollars (\$50,000) in the aggregate for the entire Annual Budget and Program, except for expenditures necessary in the event of emergencies for which prompt notice will be given to Owner.~~

~~3. BCG shall establish, administer, and maintain the payroll procedure and systems for the BCG employees at the Club and shall be responsible for overseeing the benefits to, and handling the appropriate payroll deductions for, individual employees. Benefits will be limited to vacations, sick leave, medical insurance coverage, and 401(k) plan, as approved by Owner pursuant to the Annual Budget and Program. All employees of the Club shall be employees of BCG, and BCG shall comply with Federal and State employment laws.~~

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~~4. BCG shall utilize existing vendor accounts which are in the name of the Owner whenever possible. If necessary, BCG shall coordinate with Owner and appropriate vendors to establish of any new vendor accounts with appropriate credit limits applied for in Owner's entity. XXGMHGM shall act as Agent for the Owner with regards to payment of vendors, and Owner accepts full responsibility for all vendor payments which are part of the approved Annual Budget and Program.~~

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~~I. Operating Expenses and Owner's Remittance.~~

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~~1. At the end of each calendar month, after paying the operating expenses of the Club and other expenses authorized by Owner, BCG shall remit directly to Owner all amounts (if any) then in the Operating Account (as hereinafter described) in excess of the Minimum Funds Balance (as hereinafter described) by wire transfer to said account as Owner may from time to time designate by written notice to BCG (the "Owner's Remittance").~~

~~2. As used herein, the Minimum Funds Balance for the Club shall be defined as the dollar amount of the total budget for all operating expenses (as set forth in the Annual Budget and Program) for the month following the current month within the Term of the Agreement. At no time shall the Minimum Funds Balance be less than Fifty Thousand Dollars (\$50,000).~~

~~3. BCG shall pay all operating expenses for the Club on behalf of Owner from the Operating Account which expenses shall include, but not be limited to, payments of all monthly payroll and related expenses, operating expenses, Management Fees (including Base Management Fees and Incentive Management Fees), real and personal property taxes levied on the Club. BCG will collect from and remit on behalf of the owner, sales, use, value included and excise taxes on sales and rentals at the Club. BCG will not pay Federal or State income taxes levied on~~

~~Owner. Under no circumstances shall BCG be liable for Federal, State, or local taxes of any kind whatsoever levied against Owner or the Property in relation to Club ownership, leasing, or operations.~~

- ~~4. Until such time as the Annual Budget and Program are approved by Owner, Owner gives BCG approval to operate the facility in accordance with this Agreement. Owner shall provide initial funding in the amount of \$50,000 for operations prior to approval of the Annual Budget and Program (the "Initial Funding") and shall at all times ensure that the Minimum Funds Balance is maintained in the Operating Account upon contract execution. If operating revenues are insufficient to cover expenses, upon BCG's notifying Owner of such operating revenue shortfall, Owner shall have five (5) days to deposit into the Operating Account the funds necessary to cover such deficits and to restore the Minimum Funds Balance. If Owner does not provide the necessary "Working Capital", BCG may, but shall not be responsible to, cover such operating expenses. Owner shall be liable to reimburse BCG for any such amounts paid by BCG. Owner shall be responsible for all late fees, interest, and other penalties charged by vendors and other party(ies) to whom such amounts are owed. Owner shall indemnify and hold harmless BCG against losses and damages resulting from late payments to vendors or other payees outside of BCG's control resulting in penalties against BCG or its other facilities.~~

~~J. Owner's Meeting. BCG shall, periodically, consult with the Owner regarding the Club and its operations at a time, date and place designated by Owner.~~

~~K. Limitations. BCG shall obtain Owner's prior written approval for (i) contracts in excess of Ten Thousand Dollars (\$10,000), (ii) contracts in excess of twelve (12) months in duration unless the same can be terminated upon thirty (30) days written notice without cost or fee to Owner, and (iii) contracts with affiliates of BCG.~~

~~L. Assignment of Operations. BCG shall operate the Club via its single-purpose entity, XXGMHGM, which shall be a Virginia entity registered to do business in the State of XXXMichigan, whose sole member shall be BCG. Upon a termination of this Agreement, XXGMHGM shall assign to Owner's designee all operating accounts, vendor accounts, inventory, accounts receivable, liquor license, and accounts payable, which transfer shall be completed upon BCG and/or XXGMHGM receiving all fees due pursuant to this Agreement. BCG and XXGMHGM shall, without additional payment by the Owner, cooperate beyond termination with Owner and any replacement manager for a reasonable period after termination (and not less than two (2) weeks) to facilitate the orderly transition of the management of the Club.~~

5.ACCOUNTS. ~~BCG shall establish the following business checking accounts for the Club: (a) a "Deposit Account," (b) an "Operating Account" and (c) an "On Site Account," (collectively, the "Accounts"), for use in its management and operation of the Club in compliance with the Annual Budget and Program and the terms of this Paragraph 54. All revenues, receipts, and funds deposited into the Accounts from time to time by Owner or BCG shall be defined as and constitute "Working Capital" herein. BCG shall cause all revenues and receipts to be deposited into the Deposit Account on a daily basis. BCG shall use the Operating Account to pay all expenses of the Club and shall transfer funds from the Deposit Account to the Operating Account as required to pay such expenses. BCG shall maintain in the On Site Account an amount to be used for minor Club expenses. Upon cancellation or termination of this Agreement for any reason or upon the occurrence of a material default by BCG, BCG's rights to access and use the Accounts shall be immediately revoked and all funds in the Accounts shall be immediately paid over to Owner by BCG. Upon direction from Owner from time to time, BCG shall invest or deposit funds in the Accounts in accordance with Owner's direction. BCG shall maintain bank accounts for XXGMHGM at a local branch it selects. BCG shall establish, administer and maintain the point of~~

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~~sale and credit card procedures and systems for the depositing of revenues into such accounts on a daily basis.~~

6.INSURANCE. ~~BCG shall secure and maintain a separate general liability, crime, D & O, and workman's compensation insurance coverage for the Club as set forth in **Exhibit A**, provided BCG has continued access and control of the property. Owner shall notify BCG if Owner desires to have any property insured through BCG Master Insurance policy in writing, 30 days prior to the effective date of such coverage. Owner shall be liable for the payment of the premiums of said insurance for so long as Owner shall own the Club during the term of this Agreement. Such policies shall name BCG, **XXGMHGM**, Owner, and any applicable third parties as additional insured under such policies. All insurance policies required hereunder shall contain a provision requiring the insurer to notify BCG, Owner and other named insured at least thirty (30) days in advance of any cancellation or termination of such policy and satisfactory waiver of subrogation provisions. BCG's secured coverage's shall not include D & O coverage for Owner. Except as provided for elsewhere in this paragraph, BCG shall be responsible for securing and maintaining all of the insurance policies required hereunder, provided, however, that BCG shall have no obligation to pay such premiums from its own funds. BCG shall obtain competitive bids for the coverage each year. BCG contemplates that it will secure such insurance as a part of a blanket policy; the premiums attributable to the Club shall be determined by making a reasonable allocation based on the relation of the amount of insurance carried for the Club to the total policy amount provided for other BCG clubs in the blanket policy, and the blanket policies shall have coverage in the amounts set forth in **Exhibit A**. The premiums for any and all such policies shall be paid from the Operating Account to be provided by Owner pursuant to Paragraph 4 hereof and in accordance with the Annual Budget and Program, or by Owner in the event there is insufficient working capital available.~~

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7. COMPENSATION AND FEES.

A. A. Base Management Fee. For its services hereunder, BCG shall be paid a Base Management Fee (the "Base Management Fee") equal to the percentage of Gross Revenue recognized by Club on a monthly basis per the financial statements, effective April 1, 2016, according to the following schedule below:

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<u>Percentage of Gross Revenue</u>	<u>Calendar Year Gross Revenue Total</u>
11%	from \$1 to \$600,000
13%	from \$600,001 to \$700,000
14%	from \$700,001 to \$800,000
15%	above \$800,001

~~BCG shall not be paid a percentage of the Gross Revenue from January 1, 2016 through March 31, 2016, however, the Gross Revenue recognized from January 1, 2016 through March 31, 2016 shall count towards the corresponding Percentage of Gross Revenue in the Calendar Year Gross Revenue Total above for Calendar Year 2016. BCG shall be paid the Base Management Fee for the full month of March 2016 as per the original Management Agreement. of eight six thousand five hundred dollars (\$8,0006,500.00) per month. The Base Management Fee shall be payable on the fifth day of each such month from the Operating Account. The Base Management Fee shall be a net fee to BCG and shall not include Club expenditures as provided for in this Paragraph 6.A. Commencing on January 1, 2012, and for each subsequent year and possible Extension Term thereafter, the Base Management Fee shall increase three percent (3%) over the immediately preceding year for the term of the Agreement.~~

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In addition to the Base Management Fee, BCG shall be entitled to earn an Incentive Management Fee for each full Calendar Year during the Term of the Agreement. For Calendar Year 2016, and each year thereafter, BCG shall receive an amount of Five

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~~thousand dollars (\$5,000) calculated as twenty percent (20%) of the positive Net Operating Income in if the Club achieves Two hundred twenty five thousand dollars (\$225,000) of Food and Beverage Revenue (to include Food, Beverage and Other Food and Beverage Revenue per the financial statements) in any Calendar Year during the Term of the Agreement, excess of two two hundred thousand dollars (\$200,000) (collectively, the "Incentive Management Fee"). Notwithstanding anything to the contrary in this Paragraph 7, the Incentive Management Fee earned by BCG in any Calendar year shall not exceed one hundred percent 100% of the Base Management Fee paid to BCG for that Calendar year.~~ The Incentive Management Fee earned for a calendar year shall be paid no later than March 15th of the year immediately following the calendar year for which it is calculated and in which it was earned.

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All Base Management Fees and Incentive Management Fees during the term shall be paid to BCG from the Operating Account, however, any fees not payable until after the expiration or termination of this Agreement shall be paid to BCG directly. Any Base Management Fee not received by the 10th of the month, any Incentive Management Fee not received by the 15th of March following the year in which it was earned, and any other sums due under this Agreement and not paid when due (including, but not limited to reimbursement for Centralized Services as defined in Section 6D below and Operating expenses as described in Section I.) shall be delinquent (hereafter, "Past Due Amount") and subject, without notice or demand, to late fees and interest as follows:

1. Late Fee: A late fee of Five Percent (5%) of the amount due shall be added and shall become a part of any Past Due Amount.
2. Interest: Any Past Due Amount not received within ten (10) days of its due date shall bear interest; from the date payment was due until the date paid, at the then-current judgment rate, along with all costs of collection, including reasonable attorneys' fees.

Gross Revenues. ~~The term "Gross Revenues" as used herein shall include all revenues and income of any nature derived directly or indirectly from the Club or from the use or operation thereof, including greens fees, gross sales proceeds from the sale of green fees, memberships or annual passes to the Club, monthly dues from members of the Club, rental fees for golf carts, golf clubs and other rental items, lesson fees (lesson fees shall be revenues of the Club unless otherwise agreed upon and approved by Owner), range balls, food and beverage revenues including mandatory service charges, revenue generated from space rentals and from meetings, banquets, parties, receptions, tournaments and other group gatherings, merchandise sales, and the proceeds of business interruption, use, occupancy or similar insurance. There shall be excluded from Gross Revenues: (ii) any credits or refunds made to customers, guests or patrons; (ii) any sums and credits received by Owner for lost or damaged merchandise; (iii) any sales taxes, excise taxes, gross receipt taxes, admission taxes, entertainment taxes, amusement taxes, tourist taxes or charges; any proceeds from the sale or other disposition of the Club, FF&E, or other capital assets; (iv) any property and/or liability insurance proceeds; (v) any condemnation awards or receipts from sales of FF&E or other capital assets under the threat of condemnation other than any award made in a temporary taking and in the nature of an award for lost income; (vi) any proceeds of financing or refinancing of the Club; (vii) amounts contributed by Owner pursuant to the terms of this Agreement; and (viii) income or interest derived from the Club bank accounts. Gross Revenues shall be determined on an accrual basis and in accordance with GAAP (as defined below).~~

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Net Operating Income. The term "Net Operating Income" as used herein shall be defined as Gross Revenues from the Club as defined in the preceding paragraph, minus all operating expenses which are attributable, in accordance with generally accepted accounting principles, to the use and operation of the

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~~Club including, without limitation, employee costs, operating expenses, centralized services, the Base Management Fee, expense reimbursements, all insurance costs related to the operation of the Club, personal property taxes (limited to an amount allocable to the Club), and golf car lease and operating costs; provided, however, such expenses shall not include any charges for amortization, depreciation, capital expenditures, debt service, and equipment loan payments other than golf carts, irrigation water charges, real estate taxes, State and Federal income taxes, Owner distributions or overhead allocations, or any Incentive Management Fees paid to BCG hereunder.~~

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3. ~~Travel.~~ BCG's corporate based employees shall be reimbursed for all reasonable travel-related expenses, including airfare, automobile (mileage reimbursement or rental car), lodging, and meals, in connection with its services hereunder pursuant to the approved line item in the approved Annual Budget and Program, provided that any such expenses shall be appropriately allocated among other facilities benefited by such travel. BCG shall provide documentation of all expenses in a form acceptable to Owner. Such reimbursement shall not exceed six thousand dollars (\$6,000) per Calendar Year.

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~~B.BCG's services herein shall include management and oversight of the turn-key accounting function as set forth in Paragraph 3H, and upon reasonable notice (which may be verbal) representatives of Owner shall have the right, at any time during normal business hours, to review all of BCG's books and records including the general ledger, accounts payable, income statement, balance sheet, and budget variance reports relating to the Club including, without limitation, BCG's work papers related to BCG's preparation of operating statements. All expenses related to any such review shall be exclusively borne by Owner for purpose of this Agreement unless such review reveals an overpayment of any fees or other amounts in which case BCG shall pay for the review. Owner's exercise of its right of review or to dispute any fee or expense reimbursement claimed by BCG shall not delay payment of the undisputed portion thereof by Owner within the time frames set forth herein. However, payment by Owner of a fee or other amount hereunder shall not constitute a waiver of Owner's right to subsequently dispute the amount thereof. If Owner and BCG determine that any portion of the Base Management Fee or any other amount was improperly paid to BCG, BCG shall refund such improperly paid fee together with interest thereon from the time when such fee was paid to BCG within five (5) business days after receipt of notice from Owner to BCG. If there is any dispute between the parties regarding whether or not any payments of the Base Management Fee or any other amount were proper, such disputes shall be resolved by a court of competent jurisdiction.~~

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~~C.Centralized Services. BCG may cause to be furnished to the Club certain services ("Centralized Services") which are able to be furnished in a more cost effective and efficient manner on a central or regional basis to golf facilities managed by BCG. The costs to provide such services shall be aggregated and billed to the clubs by BCG rather than via a third party vendor. Centralized Services shall be approved as part of the Annual Budget and Program. Centralized Services may include, but are not limited to the following categories of services:~~

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~~1. "ACE™ Training"™, which includes recruitment seminars and other personnel training programs;~~

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~~2. "Point of Sale, Technology, IT Support, and Accounting Administration", which includes oversight of Club, point-of-sale, electronic tee sheet, stand-alone accounting systems, data processing system/program support, and audit and system/personnel support for the purpose of ensuring the consistent and professional execution of accounting and data processing functions required for the Club, IT support for telephone, internet, computer hardware and software support;;~~

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~~3. "Payroll Processing, Administration, and Regulation";~~

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~~4. "Human Resources Administration", which includes administration of employee benefits, such as COBRA, new hire paperwork, FMLA leaves, vacation balances and termination issues;~~

~~5. Marketing Administration, which includes the administration of Graphic Design, Website Maintenance, Sales Management, CRM Systems and Process Platforms, for the purpose of ensuring the professional execution of marketing functions required by the club~~

~~6. BCG may from time to time propose that additional central or regional services be furnished as Centralized Services for the benefit of BCG-operated golf facilities or in substitution for services now performed at individual golf facilities which may be more efficiently performed on a group basis. Any modification to the foregoing list of Centralized Services and fixed level of annual reimbursement to BCG shall be described by BCG in conjunction with consideration of an Annual Budget and Program, and will require prior written approval of Owner.~~

~~BCG shall be reimbursed (as an operating expense of the Club) for Centralized Services costs and expenses. BCG represents that this reimbursement amount shall consist of an amount not exceeding the actual cost of the services without mark-up or profit to BCG including salary and employee benefit costs, cost of equipment used in performing such services, and overhead costs of the home office or any regional or other local office providing such services.~~

~~**8.CAPITAL EXPENDITURES.** Capital improvements shall be deemed to include any item purchased in connection with the operation of the Club which:~~

~~A. has an economic useful life in excess of one (1) year, and~~

~~B.has a cost in excess of Twenty Five Hundred Dollars (\$2,500). All costs for capital improvements shall be the responsibility of Owner and all decisions as to whether or not to undertake any capital improvements projects or otherwise in respect of any capital improvements shall be made by Owner in consultation with BCG.~~

~~**9.DEFAULT AND REMEDIES.**~~

~~A. Owner Default. The following shall constitute an event of default ("Event of Default") by Owner under this Agreement:~~

~~1.Failure to timely pay BCG any fees, compensation, or reimbursement due BCG pursuant to this Agreement;~~

~~2.Failure to timely provide working capital in accordance with Paragraph 31 hereof;~~

~~3.Failure by Owner to perform any material obligation set out in this Agreement, such as, but not limited to, failing to consult with BCG regarding budgets or capital improvements; or~~

~~4.Assignment by Owner for the benefit of its creditors, or becoming a party for more than thirty (30) days to any voluntary or involuntary insolvency proceedings or bankruptcy proceedings or reorganization.~~

~~B. BCG Default. The following shall constitute an event of default ("Event of Default") by BCG under this Agreement:~~

~~1.Failure to maintain the amenities of the Club in reasonably good condition, subject to the abnormal weather conditions, acts of God, or other events or conditions beyond the reasonable control of BCG;~~

~~2.Failure to operate the Club in accordance with the approved Annual Budget and Program;~~

~~3.Failure of BCG to perform any material obligations set forth in this Agreement; or~~

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4. Assignment for the benefit of its creditors, or becoming a party for more than thirty (30) days to any voluntary or involuntary insolvency proceedings or bankruptcy proceedings or reorganization.

C. ~~Notice and Cure.~~ When either party to this Agreement believes that the other party (the "Defaulting Party") has committed an Event of Default, it shall give written notice thereof to the Defaulting Party, and the Defaulting Party shall have ten (10) days from the date of delinquency in the event of a payment default, or such longer period for non-monetary defaults (not to exceed an aggregate period of thirty (30) days unless BCG or Owner, as applicable, has begun to cure within the thirty (30) day period and is diligently pursuing such cure) as shall be reasonably necessary due to weather, growing conditions, or other factors beyond the reasonable control of the Defaulting Party, within which to cure the default, but in no event will the Defaulting Party have more than sixty (60) days in the aggregate to cure such default. Notwithstanding anything to the contrary, neither Owner nor BCG shall be entitled to any notice and cure period for a default that occurs more than two (2) times in any twelve (12) month period.

D. ~~Rights upon Default.~~ If the Defaulting Party does not cure the default within the grace period provided in Paragraph 8C above, the other party may terminate this Agreement on thirty (30) days written notice to the other party and pursue all rights and remedies available in law or equity, including payment of accrued amounts pursuant to Paragraph 6 hereof. Notwithstanding any contrary provisions hereof, BCG's rights to recover damages from Owner shall be limited to the sum of (i) accrued and unpaid Base Management Fees, Incentive Management Fees, and other amounts due hereunder, along with all accrued late fees and interest and any attorneys fees and costs incurred in collecting or attempting to collect such unpaid amounts; (ii) actual damages not to exceed the amount of one hundred thousand dollars (\$100,000); plus (iii) the Cancellation Fee (defined below) as fixed, agreed liquidated damages (it being agreed by the parties that BCG's damages would be extremely difficult to measure and that the Cancellation Fee has been agreed upon, after negotiations, as a reasonable estimate of such damages). The parties also agree that notwithstanding any contrary provision hereof, Owner's damages shall be limited as provided in Paragraph 14C-2. In no event will BCG or Owner be subject to any consequential, special, punitive or similar damages, each party hereby waiving any right it may have to seek or claim such damages.

10. TERMINATION AND CANCELLATION.

A. Either party may terminate this Agreement upon the occurrence of an Event of Default by the other party as provided in Section 98D above.

B. ~~Cancellation Fee; Default by Owner.~~ In the event BCG terminates this Agreement due to the Default of Owner, and BCG not being in default, BCG shall receive from Owner, within sixty (60) days of termination, a cancellation fee (the "Cancellation Fee") based on the year in which termination occurs.

The Cancellation Fee shall be calculated as: the amount determined by taking the sum of the Base Management Fee and the Incentive Management Fee for the prior calendar year, then multiplying that quantity times the remaining years (including fractional years) in the Term of the Agreement, and then multiplying that second quantity times seventy five percent (75%). The above formula will apply during any renewal term based upon the remaining years in the renewal term. Provided, however, the Cancellation Fee pursuant to this Paragraph 9B shall not be less than seventy five thousand dollars (\$75,000).

C. ~~Owner's Reserved Right of Termination For Cause.~~ Owner shall have the right to terminate the Agreement, without the payment of a Termination Fee, Cancellation Fee or other penalty, on not less than ninety (90) calendar days' prior written notice, if, in any two (2) consecutive Calendar Years (commencing with the 2012 Calendar Year as the first year in any measurement period), Net Operating Income does not equal or exceed seventy five percent (75%) of budgeted Net Operating Income for each of the such consecutive Calendar Years. Owner may exercise such termination right by providing written notice within thirty (30) calendar

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days after Owner's receipt of the final determination of Net Operating Income for the second (2nd) of such Calendar Years (either via the BCG-prepared annual operating statement in Paragraph 3H, or as reviewed or audited statements as prepared by an independent CPA selected by Owner; provided, however, that the methodology for calculation of Net Operating Income shall be as defined herein and shall be consistently applied to any Calendar Years used in comparison). Failure to give such notice within such thirty (30) day period shall be deemed to be a waiver by Owner of its right to terminate based on the Calendar Years in question, but shall not be deemed to be a waiver of such right with respect to subsequent Calendar Years. In the event Owner elects to exercise its performance termination right, BCG shall have the right, but not the obligation, to nullify such termination by paying to Owner, within sixty (60) calendar days of BCG's receipt of Owner's termination notice, the aggregate amount by which actual Net Operating Income for the applicable Calendar Years was less than seventy-five percent (75%) of budgeted Net Operating Income for such Calendar Years (the "Cure Amount"). For purposes of determining whether seventy-five percent (75%) of budgeted Net Operating Income has been achieved in a Calendar Year, budgeted Net Operating Income shall be subject to adjustment for force majeure events or expenses that are agreed upon by Owner and BCG not to be within the control of BCG (i.e. utility rates, real estate taxes, irrigation water charges, insurance premiums or extraordinary items).

~~D. Termination Fee: Owner's Termination for Convenience. After calendar year 2012, Owner may terminate the Agreement upon ninety (90) days prior written notice to BCG and payment of a Termination Fee.~~

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~~The Termination Fee shall be calculated as: the amount determined by taking the sum of the Base Management Fee and the Incentive Management Fee for the prior calendar year, then multiplying that quantity times the remaining years (including fractional years) in the Initial Term of the Agreement, and then multiplying that second quantity times fifty percent (50%). The above formula will apply during any renewal term based upon the remaining years in the renewal term. Provided, however, the Termination Fee pursuant to this Paragraph 9D shall not be less than seventy-five thousand dollars (\$75,000).~~

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~~E. Sale Termination Fee: Sale of Club. In the event of a sale or transfer of the Club to an unaffiliated third party, Owner shall have the unilateral right to terminate this Agreement at any time on ninety (90) days prior written notice, subject to the provisions set forth below. In the event of such unilateral termination due to the sale or transfer of the Club and BCG not being in default under this Agreement, BCG shall continue to manage the Club until the sale of the Club as evidenced by a transfer of title. Upon sale of the Club, BCG shall be paid a Sale Termination Fee equal to fifty percent (50%) of remaining Base Management Fees in the Term of the Agreement. Sale Termination Fee will be in addition to any Base Management Fees and Incentive Management Fees paid or owing to BCG prior to or as of the date of sale of Club. However, if BCG is retained by the new owner under similar terms and conditions of this Agreement acceptable to BCG, no Sale Termination Fee shall be paid to BCG.~~

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~~F. No Waiver. By terminating this Agreement in accordance with this Paragraph 9, neither party shall be deemed to have waived any action it might have, in law or equity, by reason of a breach of or default under this Agreement.~~

~~G. Proprietary Material. Upon termination or cancellation of this Agreement, for any reason or under any circumstances, BCG's (i) proprietary software and computer programs relating to accounting, operations, marketing, and forecasting, (ii) operations and employee training materials and manuals of BCG and (iii) the information and processes related to and used by BCG in the marketing and agronomic plan shall remain the sole property of BCG and shall be removed by BCG upon termination of this Agreement. Additionally, any actual or implied association of the Club or Facility with Billy Casper or Billy Casper Golf, LLC shall cease upon termination.~~

~~11. USE OF CLUB. During the term of this Agreement, the Club shall be a private or semi-private daily fee facility unless otherwise provided and agreed to in the Annual Budget and Program.~~

~~12. LIQUOR LICENSE. Subject to any relevant <insert state> Michigan Alcoholic Beverage Control Liquor Control Commission ("LCABC") licensing requirements, Owner or BCG shall maintain at all times (except for the application period) a valid liquor license on the premises, and BCG shall comply with all relevant LCABC laws regarding the use of such license.~~

~~13. FORCE MAJEURE; CONDEMNATION; FIRE AND OTHER CASUALTY. If all or any portion of the Club is destroyed by fire or other casualty, or taken by eminent domain, such damage, destruction, or condemnation shall not be a cause for termination hereunder by either party unless such damage or destruction results in the whole or a substantial part of the Club being unusable for its intended purpose for a period of one year or longer or, in the case of such total or substantial damage or destruction, Owner shall decide not to (i) cause the Borrower, while the Borrower is the owner of the club, to rebuild the damaged portion of the club, or (ii) if Owner is still the appointed Owner, rebuild the damaged portion of the Club, then in any such event, this Agreement shall terminate on notice from Owner to BCG of such termination and neither party shall have any further rights or obligations hereunder. Notwithstanding the foregoing, if:~~

~~A. as a result of any damage or destruction to, or condemnation of, any part of the Club, or~~

~~B. otherwise due to causes beyond BCG's reasonable control (and so long as BCG uses all reasonable diligence to cure such inability), BCG shall be unable to perform its obligations hereunder in respect of the operation of the Club. Owner and BCG shall use their mutual best efforts to agree upon an amendment to the Annual Budget and Program, including, without limitation, the working capital provisions thereof, to allow payment of necessary Club expenses (including, without limitation, Club employee expenses) until such damage or destruction is repaired or such inability is cured and, if the parties are unable to agree on such an amendment within twenty (20) business days after BCG shall have given Owner notice of the occurrence of such event, BCG shall have the right to terminate this Agreement by notice to Owner of such termination and neither party shall have any further rights or obligations hereunder. In the event of a force majeure there is no Cancellation Fee or Termination Fee due to BCG.~~

~~14. INDEMNIFICATION AND LIABILITY.~~

~~A. Legal Actions. Legal counsel for BCG and Owner shall cooperate in the defense or prosecution of any action affecting the Club. BCG shall not institute or defend any legal action or retain counsel affecting the Club without Owner's consent. BCG shall forward all legal notices or notices of a financial nature which relate to the Club, to Owner at the address listed under Paragraph 16J. BCG shall advise and assist Owner in instituting or defending, as the case may be, in the name of Club, Owner, and/or BCG, but in any event expressly as a Club expense, all actions arising out of the operation of the Club and not attributable to the negligence of BCG, and any and all legal actions or proceedings to collect charges, third party payments, rents, or other incomes for BCG, Owner, or the Club, or to lawfully evict or dispossess tenants or other persons in possession there under, or to lawfully cancel, modify, or terminate any lease, license, or concession agreement in the event of default thereof, or to defend any action brought against Owner, unless otherwise directed by the Owner. BCG shall assist Owner to take the acts necessary to protect or litigate to a final decision in any appropriate court or forum, as a Club expense, and any violation, order, rule, or regulation affecting the Club.~~

~~B. Choice of Law and Venue. Whereas BCG's principal place of business is in the Commonwealth of Virginia, and the Facility is located in Michigan, <insert state>, the parties agree that this Agreement shall be governed by and construed in accordance with the laws of <insert state> Michigan, which shall be the exclusive courts of jurisdiction and venue for any litigation, special proceeding or other proceeding between the parties that may be brought, or arise out of, or in connection with, or by reason of this Agreement.~~

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~~C. Liability of BCG and Owner.~~

~~1. Other persons. BCG shall not be responsible for the acts or omissions of any of Owner's other contractors or any subcontractor, or any employees of Owner other than those under supervision of BCG, or any persons representing Owner performing any services for or in connection with the Club, or any consultants or other persons engaged by Owner with respect thereto, unless and only to the extent BCG is supervising, or should be supervising the same, and BCG shall be responsible only for the performance of BCG's obligations hereunder in accordance with the terms hereof.~~

~~2. Non-recourse. In the event that BCG makes any claim against Club and Owner, BCG's recourse shall be limited to the provisions of this Agreement. BCG shall have no recourse to members, managers or, employees, and shareholders of the Owner except to the extent that damages are suffered as a result of individual members, managers, employees, or Owner's actions.~~

~~D. Indemnity.~~

~~1. BCG will defend, indemnify and hold Owner harmless from and against any claims, losses, expenses, costs, suits, actions, proceedings, demands or liabilities that are asserted against, or sustained or incurred by Owner because of BCG's breach of this Agreement or because of legal actions or regulatory violations arising from BCG's negligence, fraud, or willful misconduct.~~

~~2. Owner will defend, indemnify, and hold BCG harmless, from and against any and all claims, expenses losses, costs, suits, actions, proceedings, demands or liabilities, which are asserted against, or sustained or incurred by BCG in the performance of BCG's duties under this Agreement because of Owner's breach of this Agreement or because of legal actions or regulatory violations arising from Owner's negligence, fraud, or willful misconduct.~~

~~3. Owner will defend, indemnify, and hold BCG harmless, from and against any and all claims, expenses losses, costs, suits, actions, proceedings, demands or liabilities, which are asserted against, or sustained or incurred by BCG from any employee, independent contractor, vendor, a party to a contract for services to Owner, investor, customer, patron, or resident prior to the Effective Date of this Agreement.~~

~~4. If the insurance coverage is secured and maintained by BCG as set forth in Paragraph 6, Recovery upon an indemnity contained in this Agreement shall be reduced dollar for dollar by any applicable insurance collected by either Owner or BCG. The scope of the foregoing indemnities includes any and all costs and expenses, including reasonable attorney fees and costs, properly incurred in connection with any proceedings to defend, any indemnified claim, or to enforce the indemnity, or both, provided, however, that BCG's liability under all indemnities shall be limited as set forth in Paragraph 13C. The obligations under this Paragraph 13D shall survive the termination of this Agreement.~~

~~E. It is expressly understood and agreed that Owner is solely responsible for the payment of all fees, expenses, indemnities and reimbursements due hereunder or otherwise in connection with services performed by BCG in connection with the Club, including management and payment of employees, and BCG shall have no liability or responsibility of any kind whatsoever with respect thereto or with respect to any other amounts payable to, or in respect of, BCG in connection with this engagement or any other services performed by BCG. All Operational costs, including but not limited to employee-related costs (e.g. salaries, wages, payroll taxes, insurance premiums, 401k funding, payments under COBRA, FMLA, employment-related administrative and legal claims or lawsuits), insurance premiums, taxes, vendor invoices, and all other costs associated with the Club are solely the responsibility of Owner, whether incurred before, during, or after the term of this Agreement; and Owner shall fully indemnify BCG for all losses, including legal fees and costs, in accordance with the terms of subparagraph D2 above.~~

~~15. CONFIDENTIALITY.~~

~~A. Work performed by BCG and its agents or assigns pursuant to this Agreement (including, without limitation, any correspondence, analysis, reports and related materials prepared), constitutes confidential and privileged work product, and BCG's communications thereon with~~

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~~Owner or their respective employees or counsel or other professionals retained by Owner (each a "Owner Person") constitute confidential and privileged communications which are intended to have the full protections of the attorney-client privilege and other applicable privileges. Accordingly, BCG agrees that it will not provide such oral or written reports or other work product or disclose such communications to any person other than Owner, except as may be otherwise requested by Owner.~~

~~B. BCG agrees that all information, not publicly available, which is received by it from Owner in connection with this engagement, will be treated confidentially by BCG, except as required by process of law or as otherwise requested by Owner. In the event BCG is required to disclose any of such information pursuant to process of law, BCG agrees to provide Owner with prompt notice so that Owner may seek appropriate remedies, including a protective order. In any event, BCG and its agents, representatives, and employees will furnish only that portion of the information that is legally required to be disclosed.~~

~~C. Owner shall retain exclusive rights to ownership of all work output hereunder. Work output includes reports issued pursuant to this Agreement, but excludes, among other things, all working papers of BCG, any correspondence, memoranda, calculations, processes, notes, etc. that BCG may have used in the development of the reports above or such working papers or in the performance of any work covered by an authorization under this Agreement.~~

~~16. GENERAL PROVISIONS.~~

~~A. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings, and representations (if any) made by and between such parties.~~

~~B. Written Amendments. The provisions of this Agreement may only be amended or supplemented in a writing signed by both parties.~~

~~C. Further Amendments. The parties hereby agree from time to time to execute and deliver such further instruments and documents, and do all such other acts and things, which may be convenient or necessary to more effectively and completely, carry out the intentions of the Agreement.~~

~~D. Compliance with Laws. BCG shall, at all times, operate, use, and conduct the business of the Club in a lawful manner and in full compliance with all applicable governmental laws, ordinances, rules and regulations, and maintain all licenses and permits relating to the Club, with Owner's full cooperation, in full force and effect and cooperate and endeavor to obtain all licenses and permits first required after the commencement of the term of this Agreement required in connection with the management, use, and operation of the Club.~~

~~E. Environmental Laws. Owner represents to BCG, to the best of Owner's knowledge, that no hazardous materials have been released into the environment, or have been deposited, spilled, discharged, placed or disposed of at or within the Club in violation of any Environmental Law (as defined below), nor except as expressly disclosed and described by Owner to BCG has the Club been used at any time by any person as a landfill or a disposal site for hazardous materials or for garbage, waste or refuse of any kind. Owner also represents, to the best of Owner's knowledge, that there are no underground storage tanks of any nature on the Club (fuel, propane, gas etc.). Owner does not have any knowledge of asbestos-containing products within the Club.~~

~~For the purposes of this Agreement, "Environmental Law" shall mean: All applicable Federal, State, county or local (or other political subdivision thereof) laws, statutes, codes, acts, ordinances, orders, rules, regulations, directives, judgments, decrees, injunctions, directions, permits, licenses, authorizations, decisions and determinations issued, adopted or enacted by any judicial, legislative, regulatory, administrative or executive body of any governmental or quasi-governmental authority, department, branch, division, agency or entity~~

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~~exercising functions of or pertaining to any government having jurisdiction affecting the Club, or any licenses and permits of any governmental authorities, from time to time applicable to the Club or any part thereof regarding hazardous materials.~~

~~Owner hereby agrees to indemnify and defend BCG from, and agrees to hold BCG harmless against, any and all liability, loss, cost, damage, penalties, claims, causes of action, proceedings and expense, including without limitation, court costs and reasonable attorneys' fees, incurred by BCG or imposed on BCG by any person whomsoever, caused by, relating to or resulting from or out of or in connection with environmental claims under that occurred prior to the Effective Date of this Agreement. The provisions of this Paragraph shall survive the expiration or any termination of this Agreement.~~

~~F. Binding. All of the terms and provisions of this Agreement shall be binding and inure to the benefit of the parties and their respective permitted successors and assigns. This Agreement is solely for the benefit of the parties hereto and not for the benefit of any third party.~~

~~G. Assignment. BCG may assign or transfer this Agreement and/or may delegate its duties and obligations under this Agreement to BCG's Subsidiary with Owner's written consent, provided that: (i) BCG's Subsidiary is a Virginia Michigan limited liability company, or a limited liability company domiciled in another state but registered and authorized to do business in VirginiaMichigan; (ii) written notice thereof is given to Owner at least sixty (60) days prior to the effective date of such assignment or delegation, together with evidence reasonably satisfactory to Owner that the assignment or delegation complies with the terms of this Paragraph; (iii) copies of the final executed assignment or delegation documents are given to Owner within ten (10) days thereof; (iv) any delegation of duties and obligations to BCG's Subsidiary shall not, in any respect, release or relieve BCG of any of its duties, obligations, or responsibilities, under this Agreement. Owner's initials below shall confirm its consent to said assignment.~~

~~_____
(Initials of Owner) _____ (Date)~~

~~H. Subordination and Estoppel. This Agreement shall be subject and subordinate at all times to the lien of any mortgage (or any such instrument providing a security interest) which may now exist or may hereafter be executed in any amount for which the Club or any portion thereof is specified as security. Owner agrees to use its commercially reasonable best efforts to obtain from Lender a non-disturbance agreement in Lender's standard form reasonably acceptable to BCG.~~

~~Within ten (10) days of any such written request which Owner may make from time to time, BCG shall execute and deliver to Owner a statement in a form reasonably satisfactory to Owner certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications hereto, that this Agreement is in full force and effect, as modified, and stating the date and nature of such modification), the date to which the Base Management Fee and Annual Incentive Fee have been paid, the fact that there are no current defaults under this Agreement by Owner or BCG, except as specified in BCG's statement, and such other matters reasonably requested by Owner.~~

~~I. Right to Pledge. Any provision herein contained to the contrary notwithstanding, Owner shall have the right to assign all or any portion of its right, title and interest in, to and under this Agreement and in and to the Club, by way of mortgage or security agreement, in order to secure the repayment of construction and/or permanent loans made for the purpose of financing all or any portion of its costs relating to the acquisition of the Club and the construction of the golf course, clubhouse and improvements thereon, as well as loans for working capital provided that the Owner shall, upon execution of any such mortgage or security agreement, promptly deliver a true copy of such mortgage or security agreement to BCG. The mortgagee or other secured party, and their respective assigns, may enforce such mortgage or security agreement and may~~

~~acquire title to the Club and Owner's interest under this Agreement in any lawful way, and may take possession of the encumbered assets, or cause any person having the relationship of an independent contractor to the mortgagee or secured party to take possession of the encumbered assets, and upon foreclosure thereof (or in the event of any sale thereof in lieu of foreclosure) may without further consent of BCG sell and assign the Club, free and clear of this Agreement. The mortgagee or secured party or its assigns and any independent contractor to the mortgagee or secured party shall be liable to perform the obligations of Owner hereunder only during the period such person has title to the Club and Owner's interest hereunder and this Agreement is in effect but in no event shall such person have any responsibility or liability for the payment of the Termination Fee or the Cancellation Fee.~~

~~J. — Notices. All notices, requests, consents and other communications required or permitted to be given under this Agreement shall be in writing, shall be given only in accordance with the provisions of the Paragraph 167J, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered, (i) upon receipt when hand delivered (or refused) during normal business hours, (ii) upon the third (3rd) business day after delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first class, registered or certified mail, postage prepaid, with a return receipt requested (provided that the sender has in its possession the return receipt to prove actual delivery), or (iii) one (1) business day after the notice has been deposited with either FedEx or United Parcel Service to be delivered by overnight delivery (provided that the sending party receives a confirmation of actual delivery from the courier).~~

~~In the case of BCG:~~

~~Billy Casper Golf, LLC
8300 Boone Blvd., Suite 350
Vienna, VA 22182
Attention: Legal Department
Telephone: 703.761.1444
Facsimile: 703.893.3504~~

~~With copy to:~~

~~LeClair Ryan, P.C.
123 East Main Street, 8th Floor
Charlottesville, VA 22902
Attention: Steven W. Blaine, Esquire
Telephone: 434.245.3423
Facsimile: 434.249.4965~~

~~In the case of Owner:~~

~~Company Charter Township of Plymouth
Attn: Name Joe Bridgman
Street Address 9955 N. Haggerty Road
City, State, Zip Plymouth, MI
Telephone: 734.354.3224
Facsimile: 734.454.1643~~

~~or to such other address as either party may designate by notice complying with the terms of this subparagraph.~~

~~K. — Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.~~

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~~L. Invalidity. If any provision of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid or unenforceable under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, invalid or unenforceable, but the remainder of such provision, and this Agreement shall not be invalidated or rendered unenforceable thereby, and shall be given full force and effect so far as possible.~~

~~M. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, collectively and separately, shall constitute on and the same agreement.~~

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~~N. No Waiver. The failure or delay of either party at any time to require performance by the other party of any provision of this Agreement shall not affect the right of such party to subsequently require performance of that provision or to exercise any right, power or remedy hereunder. Waiver by either party of a breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on either party in any event shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances, except as otherwise herein provided.~~

~~O. No Partnership. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties. The parties acknowledge that the relationship of BCG to Owner is that of an independent contractor.~~

~~P. No Exclusive Remedy. No remedy herein conferred upon either party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.~~

~~Q. Authority. Each party hereby represents to the other party that it has the right, power, authority, and financial ability to enter into this Agreement and to perform its obligations under this Agreement, and that it is not restricted by contract or otherwise from entering into and performing this Agreement.~~

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties executed this amended Agreement to be effective as of March 17, 2016~~the parties executed this Agreement as of the date first above written.~~

~~OWNER ENTITY~~CHARTER TOWNSHIP OF PLYMOUTH ~~OWNER~~

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By: _____ Date: _____
Township Owner's Representative Name, Representatives Title in EntitySupervisor, Shannon
PriceRichard Reaume

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By: _____ Date: _____
Clerk, Nancy ConzelmanJoe Bridgman

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BILLY CASPER GOLF, LLC

By: _____ Date: _____
R. Joseph Goodrich, ExecutiveSenior Vice President

By: _____ Date: _____
R. Alexander Elmore, PresidentChief Financial Officer


EXHIBIT A
INSURANCE SCHEDULE

Billy Casper Golf Management, Inc.

Schedule of Insurance

January 1, 2011 - January 1, 2012 **

General Liability, Policy Number: 3594173000		
Insurance Carrier: Chubb		
General Aggregate	\$15,000,000	\$0
Products - Completed Operations Aggregate	\$2,000,000	\$0
Each Occurrence	\$1,000,000	\$0
Personal & Advertising Injury Liability	\$1,000,000	\$0
Damage to Premises Rented by You	\$100,000	\$0
Medical Expenses	\$10,000	\$0
Liquor Liability	\$1,000,000 Each Incident \$2,000,000 Aggregate	\$1,000
Employee Benefits Liability	\$1,000,000 Each Employee \$1,000,000 Aggregate	\$1,000
Automobile, Policy Number 70215985 AOS, 70215986 HI only, 70215994 VA only		
Insurance Carrier: Chubb		
Auto Liability	\$1,000,000	\$0
Uninsured Motorists	\$1,000,000	\$0
Underinsured Motorists	\$1,000,000	\$0
Medical Payments	\$10,000	\$0
Comprehensive Physical Damage	Actual Cash Value	\$500
Collision Physical Damage	Actual Cash Value	\$500
Workers Compensation, Policy Number 7171554005		
Insurance Carrier: Chubb		
Workers Compensation	Statutory	Policy Deductible - \$0
Employers Liability		
Bodily Injury by Accident - Each Accident	\$1,000,000	
Bodily Injury by Disease - Policy Limit	\$1,000,000	
Bodily Injury by Disease - Each Employee	\$1,000,000	
Umbrella Liability, Policy Number: M0052718A		
Insurance Carrier: ACE		
Per Occurrence Limit	Per Terms of Management Agreement	\$0
Aggregate Limit		\$0
Excess Liability, Policy Number: SHX00024015612		
Insurance Carrier: Fireman's Fund		
Per Occurrence Limit	Per Terms of Management Agreement	\$0
Aggregate Limit		\$0
Pollution Legal Liability, Policy Number 899300		
Insurance Carrier: Ironshore		
Clean-Up Costs - Onsite New Conditions	\$2,000,000 Per Incident / Per Aggregate \$16,000,000 Per Policy Aggregate	\$25,000
Clean-Up Costs - Offsite New Conditions		
Emergency Response Expenses		
Third Party Claims - Onsite New Conditions		
Third Party Claims - Offsite New Conditions		
Transportation - New Conditions		
Waste Disposal Activities		
Crime, Policy Number 82094018		
Insurance Carrier: Chubb		
Employee Theft	\$2,000,000	\$15,000
Premises Coverage	\$2,000,000	\$15,000
In Transit	\$2,000,000	\$15,000
Forgery or Alteration	\$2,000,000	\$15,000
Money Order & Counterfeit Fraud	\$2,000,000	\$15,000
Credit Card Fraud	\$2,000,000	\$15,000
Client Coverage	\$2,000,000	\$15,000
Computer and Funds Transfer Fraud	\$2,000,000	\$15,000
Expense	\$250,000	\$15,000
Directors & Officers*, Employment Practices & Fiduciary, Policy Number: G25033267001		
Insurance Carrier: Ace		
Directors & Officers	\$5,000,000	\$25,000
Employment Practices Liability	\$5,000,000	\$75,000 - EPL \$100,000 - Third Party Only
Fiduciary Liability	\$5,000,000	\$0
*Directors & Officers coverage applies to BCG only - Clients are not covered by this D&O policy		
** This Schedule of Insurance is for the 2011 policy period only. Terms, Carriers, Limits, and deductibles are subject to change in subsequent policy years.		
NOTE: This is a summary of your program only. For detailed explanation of terms and conditions, please refer to your policies or contact Wells Fargo Insurance Services		

 Billy Casper Golf Schedule of Insurance January 1, 2010 - January 1, 2011		
Package (Property, General Liability) Policy Number: 35852438 & Pollution Policy Number: 37254588 Insurance Carrier: Chubb		
PROPERTY COVERAGE		
Coverage	Limits	Deductibles
Building	\$92,656,725 - All Other Locations Scheduled Limits - High Hazard Locations	All Other Perils - \$2,500 Golf Carts - \$500 *See Deductible Schedule for High Hazard Locations
Personal Property	\$23,596,375 - All Other Locations Scheduled Limits - High Hazard Locations	
Mobile Equipment	\$52,020,793 - All Other Locations Scheduled Limits - High Hazard Locations	Mobile Equipment - \$500
Business Income/Extra Expense	\$38,500,000 - All Other Locations \$2,000,000 Per Location - High Hazard Locations	12 Hour Waiting Period
Golf Course Property (Tee's & Green's Coverage)	\$2,000,000 Per Premises \$4,000,000 Per Occurrence Includes \$250,000 Sub-limit for Debris Removal *Westlake or City Park excluded	\$2,500
Trees, Plants and Shrubs	\$5,000 Per Tree/Shrub/Plant \$100,000 Per Premises \$500,000 Per Occurrence	\$2,500 - All Other Courses \$25,000 - High Hazard Locations
Earthquake	\$1,000,000 Per Occurrence \$10,000,000 Policy Aggregate *Subject to Course Exclusion - See Deductible Schedule	Earthquake - Please See Deductible Schedule
Flood	\$2,500,000 Per Occurrence \$10,000,000 Policy Aggregate *Subject to Flood Zone Determination	Flood - Please See Deductible Schedule
GENERAL LIABILITY COVERAGE		
General Aggregate	\$15,000,000	\$0
Products - Completed Operations Aggregate	\$2,000,000	\$0
Each Occurrence	\$1,000,000	\$0
Personal & Advertising Injury Liability	\$1,000,000	\$0
Damage to Premises Rented by You	\$100,000	\$0
Medical Expenses	\$10,000	\$0
Pesticide and Herbicide Pollution Liability	\$2 million/occurrence \$15 million/aggregate	\$0
Liquor Liability	\$1,000,000 Each Incident \$2,000,000 Aggregate	\$1,000
Employee Benefits Liability	\$1,000,000 Each Employee	\$1,000
Automobile, Policy Number 70215994 AOS, 70215994 HI only, 70215994 VA only Insurance Carrier: Chubb		
Auto Liability	\$1,000,000	\$0
Uninsured Motorists	\$1,000,000	\$0
Underinsured Motorists	\$1,000,000	\$0
Medical Payments	\$10,000	\$0
Comprehensive Physical Damage	Actual Cash Value	\$500
Collision Physical Damage	Actual Cash Value	\$500
Workers Compensation, Policy Number 71715540		
Insurance Carrier: Chubb		
Workers Compensation	Statutory	Policy Deductible - \$0
Employers Liability		
Bodily Injury by Accident - Each Accident	\$1,000,000	
Bodily Injury by Disease - Policy Limit	\$1,000,000	
Bodily Injury by Disease - Each Employee	\$1,000,000	
Umbrella Policy Number: 79857034 Insurance Carrier: Chubb		
Per Occurrence Limit	Per Terms of Management Agreement	\$0
Aggregate Limit		\$0
1st Layer Excess Policy Number: PH10UMR7022571C Insurance Carrier: Navigators - Non-Admitted		
Per Occurrence Limit	Per Terms of Management Agreement	\$0
Aggregate Limit		\$0
2nd Layer Excess Policy Number: SHX00073785503 Insurance Carrier: Fireman's Fund		
Per Occurrence Limit	Per Terms of Management Agreement	\$0
Aggregate Limit		\$0
Crime, Policy Number 82094018 Insurance Carrier: Chubb		
Employee Theft	\$2,000,000	\$15,000
Premises Coverage	\$2,000,000	\$15,000
In Transit	\$2,000,000	\$15,000
Forgery or Alteration	\$2,000,000	\$15,000
Money Order & Counterfeit Fraud	\$2,000,000	\$15,000
Credit Card Fraud	\$2,000,000	\$15,000
Client Coverage	\$2,000,000	\$15,000
Computer and Funds Transfer Fraud	\$2,000,000	\$15,000
Expense	\$250,000	\$15,000
Directors & Officers*, Employment Practices & Fiduciary, Policy Number: CPD00071754378 Insurance Carrier: Fireman's Fund		
Per Claim Shared Limit	\$1,000,000	\$25,000 Per EPL Claim
Aggregate Shared Limit	\$5,000,000	\$25,000 Per D&O Claim
Storage Tank Liability, Policy Numbers: USC5876829006 (Cincy Only) & USC9417731003 (AOS) Insurance Carrier: Zurich		
Each Claim Limit	\$1,000,000 - AOS \$5,000,000 - Cincy Only	\$5,000
Aggregate Limit of Liability	\$5,000,000 - AOS \$5,000,000 - Cincy Only	
Special Crime, Policy Number: 85053310 Insurance Carrier: Chartis		
Each Loss - Ransom Monies	\$2,000,000	\$0
Each Loss - In Transit/Delivery	\$2,000,000	\$0
Consulting Expenses	Unlimited	\$0
Professional Liability Policy Number: ECN000052991001 Insurance Carrier: AXIS Surplus Insurance Company - Non-Admitted		
Each Claim Limit	\$3,000,000	\$25,000
Aggregate Limit of Liability	\$3,000,000	\$10,000 - Buff Comm Only

*Directors & Officers coverage applies to BCG only - Clients are not covered by this D&O policy

NOTE: This is a summary of your program only. For detailed explanation of terms and conditions contact Wells Fargo Insurance Services



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: March 1, 2016

ITEM: Plymouth Commons Subdivision SAD -

PRESENTER: Patrick J. Fellrath, P.E., Director of Public Services
Rhett Gronevelt, P.E., OHM Advisors

OTHER INDIVIDUALS IN ATTENDANCE: George Tsakoff, P.E., OHM Advisors

BACKGROUND:

The attached memorandum dated February 22, 2016 was prepared in an effort to address the questions and concerns raised by the Board following the public hearing of necessity for the above referenced project on February 9, 2016.

Petition was received from property owners requesting pavement improvements in the Plymouth Commons Subdivision. Seventy-eight (78) of the one-hundred thirty (130) lots have signed the petition in favor of the pavement improvements resulting in a percentage of sixty percent (60.0%). Property owners representing approximately 11,825.19 lineal feet of the 19,431 lineal feet involved in the project have petitioned for the pavement improvements resulting in a percentage of sixty and nine tenths percent (60.9%).

ACTION REQUESTED:

The Board is requested to make a determination to proceed to the next phase in the process or drop the project. If determination is made to proceed: approve the resolution prepared authorizing the Engineer to complete final engineering drawings, to take bids, and have the Supervisor prepare final special assessment roll for the Board's approval at the next public hearing to be held for the assessment.

BUDGET/ACCOUNT NUMBER:

Please find attached the Engineer's estimate in the approximate total project cost amount of \$861,200. Upon determination not to proceed, no further action would be required. Upon a determination to proceed and approval of the resolution, the Engineer would prepare the

appropriate final engineering documents, secure bids and prepare for a second and final public hearing so that a final determination could be made to proceed or not to proceed with the actual pavement improvements.

RECOMMENDATION:

MODEL RESOLUTION:

I move to approve Resolution 2016-03-01-02 authorizing the Engineer to complete final engineering drawings, to take bids, and have the Supervisor prepare the final Special Assessment Roll for the Board's approval upon completion of the thirty (30) day waiting period, provided no objections have been filed.

ATTACHMENTS: Resolution, Supervisor's Certificate, Map, Cost Estimate, Roll

memorandum

Date: February 22, 2016

To: Patrick Fellrath, P.E., Plymouth Township

cc:

From: Rhett Gronevelt, P.E., OHM
George Tsakoff, P.E., OHM

Re: Plymouth Commons SAD

Following the Hearing of Necessity and the Board discussion on Tuesday evening (2/9), we are providing the additional information discussed by you and I on Wednesday (2/10).

The Board appeared to be primarily concerned that the proposed repairs that were smaller than a full panel or slab of concrete may not be a reliable or aesthetically pleasing repair, primarily based upon the recent projects where some of this "Partial Slab" repair was utilized. They also seemed concerned that the property owners in the SAD may not have been fully aware of the proposed fix methodology.

As follow-up to the meeting, we are providing this email with additional information for consideration, and our thoughts moving forward:

1. At the December 9, 2015 Informational Meeting, display boards were available, as well as 11"x17" handouts of the attached figure. This was intended to identify to the property owners where the approximate location of full/partial slab repair work is proposed. It was also discussed with residents that the location of patches and application of certain repair methodologies may change prior to construction as further assessment of the roadway is performed after the winter months. We understand the Township included this sketch in the mailer that went to all property owners, even if they did not attend the 12/9/15 meeting. The packet also included a summary discussion of the repair methods. In addition to this, several photos were printed on large boards for the meeting. These photos showed examples of the repair strategy. Digital copies of those photos can be found at the end of this memo
2. To determine the appropriate concrete pavement rehabilitation or repair strategy, it is important to assess what failures are present and what caused them. The subdivision has a couple different types of failures. The original construction consisted of a non-reinforced 7" – 8" concrete pavement placed directly on compacted subgrade that varied from a stiff brown clay to some silty-sand. Existing material on site was used as fill, where needed. This cross section exists throughout much of the Township in subdivisions constructed prior to the mid 90's. The design has not performed well for subgrade drainage, as water is easily trapped under the pavement. The fact that many of the subdivisions like Plymouth Commons also have high irrigation use has accelerated these problems. Ideally the roads would have an aggregate base course and an underdrain system throughout, where the underdrain outlets into drainage structures.



The lowest areas, where the water drains to, tend to be the areas with the most significant failures. Where slabs have significant cracking and faulting, they will be replaced either in full or partial slabs. Some slabs that have cracked, but have not faulted and the cracks are still tight, can simply be routed and sealed with an MDOT hot rubber material.

As discussed at the meeting, the primary repair strategy consists of removing both full or partial slabs, across the entire lane. These are the locations noted in RED on the sketch. In any of these areas where several patches are adjacent to each other, they are combined into larger patches. In these instances, where failures are a result of subgrade issues and there is the opportunity to remove pavement up to or through an existing drainage structure (catch basin), we also have work budgeted in the project to add subgrade drainage and aggregate base to help prevent future failure. Generally speaking, the full slab or partial slab repairs are anticipated to constitute approximately 75% - 85% of the overall pavement repair area on this project.

In addition to the slab failures, some of the joints are beginning to deteriorate to a width where they may not be effectively crack sealed with hot rubber (effectively over 1" to 1.5" in width). The deterioration ranges from light to moderate and is generally limited to the top few inches of the slab. This joint deterioration can typically use three repairs:

- a) Where it is mild, the joints can simply be cleaned and sealed with hot rubber.
 - b) Where it is moderate to severe (greater than 1-2 inches) it needs to be filled with concrete. One approach is to only conduct a partial-depth repair. In this case only a portion of the slab is removed (usually mechanically ground out) and then patched with an epoxy or high-cement concrete. The partial depth repairs are cost effective, however in our experiences they will have a decent failure rate in the first 5 – 10 years. For a road agency like the Michigan DOT or Wayne County, it is acceptable because it is still cost effective to repeat as needed. Although for local roads projects such as this, it is not a typical repair recommendation.
 - c) The more robust repair would be a full-depth repair that is relatively small in width (24" to 30" wide) and centered on the joint. These repairs are very similar to the other full depth concrete slab repair, but run longitudinally along the joint. The existing slabs are cut on both sides and new concrete is placed between. The original joint is restored, and two new joints are created. These are more expensive than a partial-depth repair, but much cheaper than doing the full slabs on each side of the joint, and longer lasting than the partial depth repair or attempting to crack seal a joint that has opened up beyond 1" in width. This repair is currently proposed for about 15% to 25% of the repair area in Plymouth Commons.
3. The full-depth longitudinal joint repair has become a relatively common repair strategy in the industry, particularly driven by the limited funding and efforts to maximize the life of our pavements at the lowest overall life cycle costs. These roads are Wayne County roads, and Wayne County does not have their own specification for this repair, but they approved its use for these applications. We generally reference the Michigan Department of Transportation (MDOT's) specification, which is also attached for reference. The only modification we have used from the MDOT specification is that the load transfer (dowel bars) at the transverse joints are not needed on the local roads, as the loading is so much less than on a state road. Many other DOTs also use variations of the same strategy. Minnesota's DOT is one that has used this extensively with various modifications to this approach, but the concept is the same.



4. Two other projects completed in the Township in 2014/2015 where the longitudinal joint repair was used were referenced as concerns. As the Township is aware, the Country Acres project has had a number of problems primarily stemming from poor workmanship by the contractor. Where this approach was used, the repairs appear to be performing satisfactorily to date. As mentioned at the Board Meeting, the Woodlore South project had roughly 25 – 30% of the overall concrete work develop a surface scaling and pitting issue within the first year. The issues existed on both the full slab patches and the longitudinal joint work. The Contractor on that project replaced the deficient pavement, and the patches have performed satisfactorily.
5. If the Township was to eliminate the joint repair option, there would be two primary options to proceed:
 - Some or all of the concrete with deteriorated joints could remain in place. These are not yet serious structural failures, though left unattended, many will likely continue to deteriorate over time. They could then be replaced or repaired at a later date and potentially higher cost.
 - Some or all of the slabs with joint deterioration could be converted to full-panel replacement on each side of the longitudinal joint. This would result in significantly more concrete work and project costs will be higher than current estimates. We estimate that if all slabs slated for joint repair work were completely replaced, the project cost would increase by \$600k - \$700k, or 80 – 90%.

Based on the above summary discussion, we provide the following thoughts on how to proceed:

1. If approved, the next step would be to create the final plans for the project to submit to Wayne County for permitting. In doing so, we would provide further evaluation of the level of deterioration over the past winter to assist in making a final determination of the dimensions and method for repair for deteriorated areas.
2. Based on further evaluation during final design, it would be possible to increase the level of full or half slab replacement on the project and reduce the amount of full depth joint repair where it appears that further deterioration may still take some time to develop. Some joints can be cleaned and sealed to assist in slowing further deterioration, although it should be noted that this method likely would not provide a great benefit in future years unless the property owners or Township continue with a regular crack sealing program.
3. In locations where our opinion is that joint deterioration will not benefit from crack sealing, and may worsen considerably over the next 5 years, full depth joint repair at 24" or 30" wide is still recommended to provide a reasonable life to the repaired pavement.
4. If the Township Board is of the opinion that the longitudinal or transverse joint repair method should not be utilized moving forward, then OHM recommends to redistribute the quantity (and cost) of repair on this project to areas that can only be repaired at full or half width slabs, and also to optimize repair in areas where it would be possible to add a stone base and underdrain to connect into drainage structures.
5. We do not recommend replacing full slabs on each side of areas with longitudinal joint deterioration due to the cost impact to the project. In many cases, this would require removal and replacement of the entire width of road (all 3 panels across the roadway). In that case, it would make more sense in our opinion to wait until a further level of deterioration develops across the



entire road network, to make a full replacement of the roadway (or replacement of an extensive portion of the roadway) more feasible.

Once you have had a chance to review this information, please feel free to contact us with any additional questions, or let us know how the Township wishes to proceed.



Example Photos Presented to Residents:











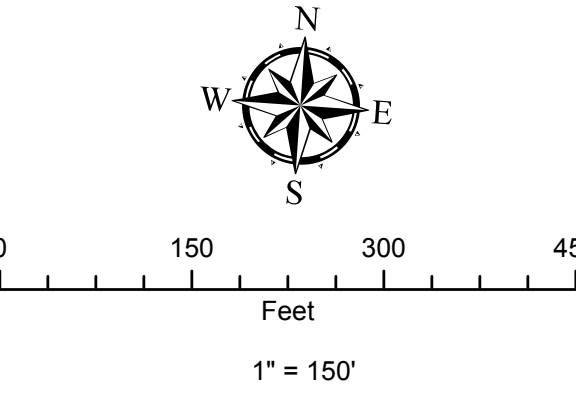
36







Plymouth Commons
S.A.D.
Overall View



- Plymouth Commons SAD Limits
- Repair Type**
- Slab or Partial Slab Repair
 - Longitudinal or Corner Joint Repair
- Signed**
- Support
 - No Support

Key
Street Number: 49411
Lot Number: 1

Total Number of Lots: 129

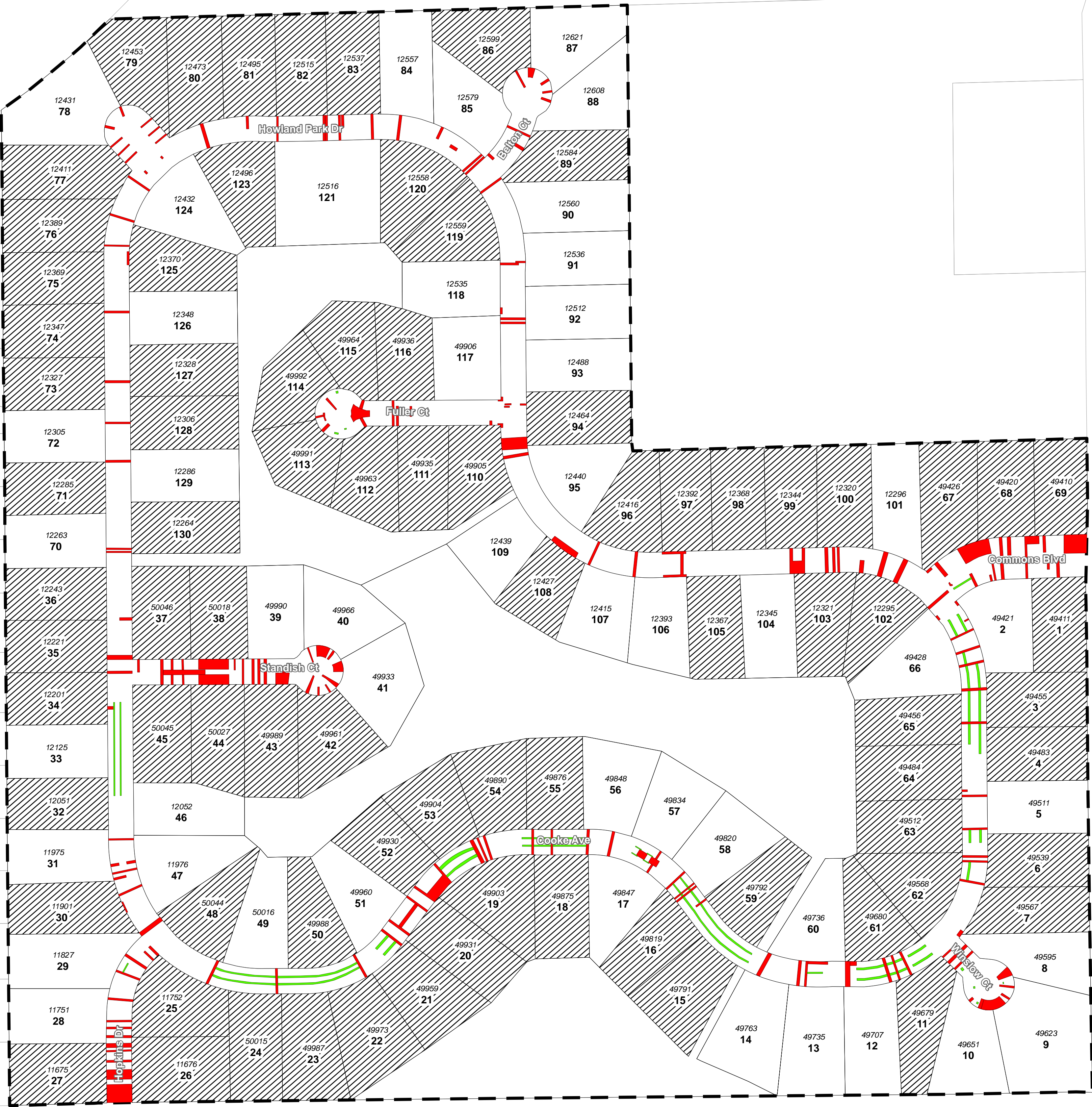
Source: Data provided by Wayne County and Plymouth Township. OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: NAD 1983 HARN StatePlane Michigan North FIPS 2111 Feet Intl

Map Published: December 2, 2015



888.522.6711 | ohm-advisors.com



Ridge

Powell

Note To Designers: This SP does not include the cost of transverse contraction (CP) and expansion (E2) joints. Remember to add these items to the project quantities.

12RC603(A015)

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
2.5 FOOT FULL DEPTH CONCRETE CENTERLINE REPAIR

C&T:JJT

1 of 3

C&T:APPR:ARB:JFS:12-01-10

a. Description. This special provision sets forth requirements for full depth concrete centerline repair of jointed concrete pavement at the longitudinal joint between lanes. Complete this work according to section 603 of the Standard Specifications for Construction, except as modified herein.

b. Equipment. The drilling machine must produce drilled holes of proper diameter, depth, and location as shown in the details included in this special provision.

c. Construction. Construct the concrete pavement repair according to the details provided in this special provision. Limit overcuts into the original pavement to 3 inches in both the transverse and longitudinal directions along repair. Saw a relief cut in the new concrete in alignment with the longitudinal joint in the existing concrete. Saw a relief cut in the new concrete transversely to match existing joints and cracks in the original pavement, as directed by the Engineer. Make the relief cut when the concrete has hardened enough that no excess raveling or spalling occurs, but before random cracks develop. Establish transverse joint reservoirs and load transfer in accordance with the details included in this special provision.

d. Acceptance. Repair damage to any adjacent pavement, roadway structure, or appurtenance that results from the repair operation prior to final acceptance, as directed by the Engineer.

e. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following contract items (pay items):

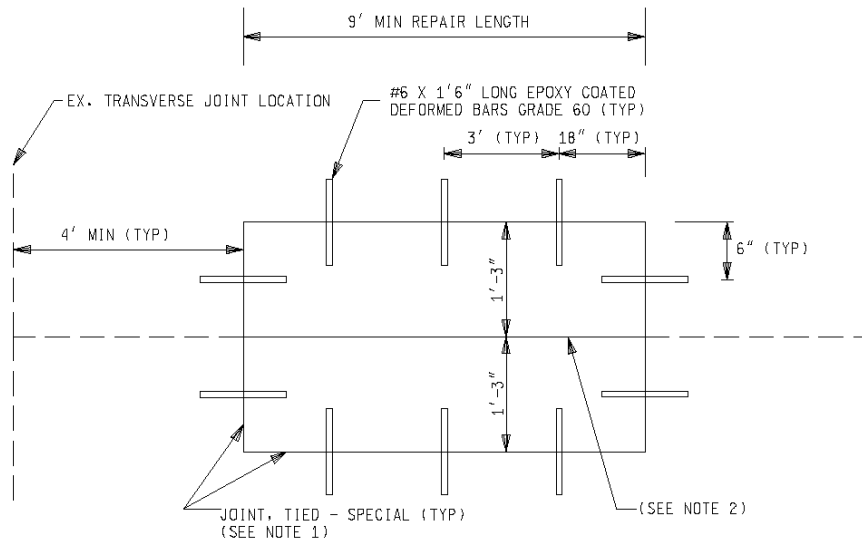
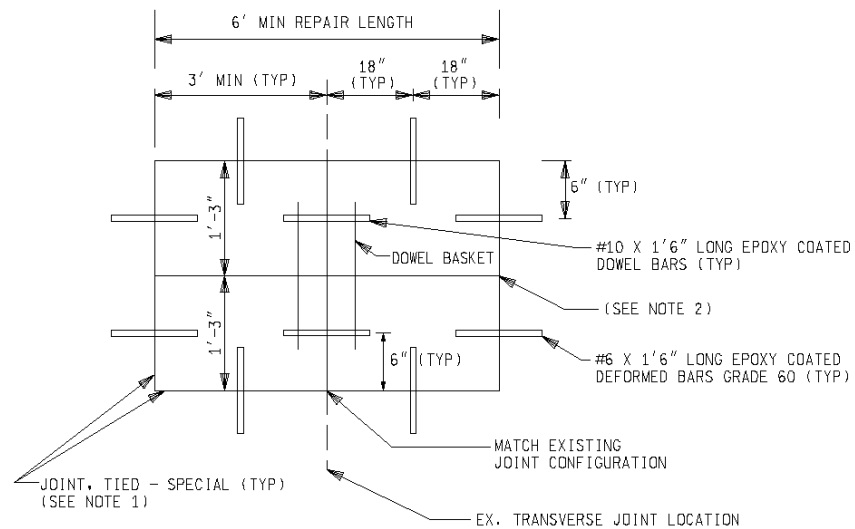
Contract Item (Pay Item)	Pay Unit
Pavt Repr, Rem, Special.....	Square Yard
Pavt Repr, Nonreinf, __ inch, Special.....	Square Yard
Joint, Tied, Special.....	Foot

Pavt Repr, Rem, Special includes saw cuts as needed for concrete pavement removal; full depth removal and disposal of concrete and Hot Mix Asphalt patches; lifting the repair section out; loading, hauling, and disposing of the material removed; and compacting of disturbed base material.

Pavt Repr, Nonreinf, __ inch, Special includes furnishing, placing, finishing, texturing, and curing the concrete; furnishing any additional concrete required to correct low base conditions; sawing, cleaning, and preparing the transverse and longitudinal joint reservoir and relief cuts; and furnishing and installing joint sealant.

Joint, Tied, Special includes drilling and cleaning the holes for the deformed bars; furnishing, mixing, and installing the grout; and furnishing and installing the deformed bars for all exterior faces of the repair. Measurement for payment will be feet of repair along centerline.

Transverse contraction (CP) and expansion (E2) joints will be paid for separately.

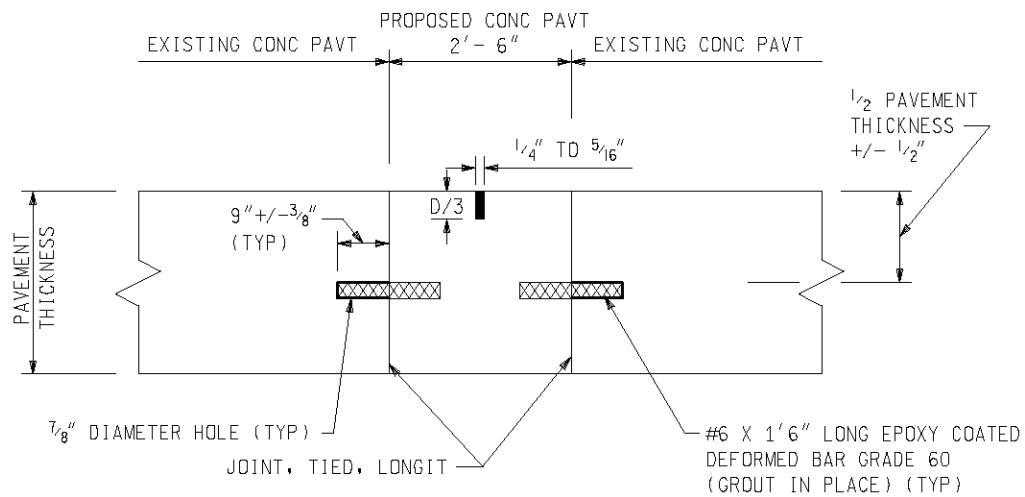
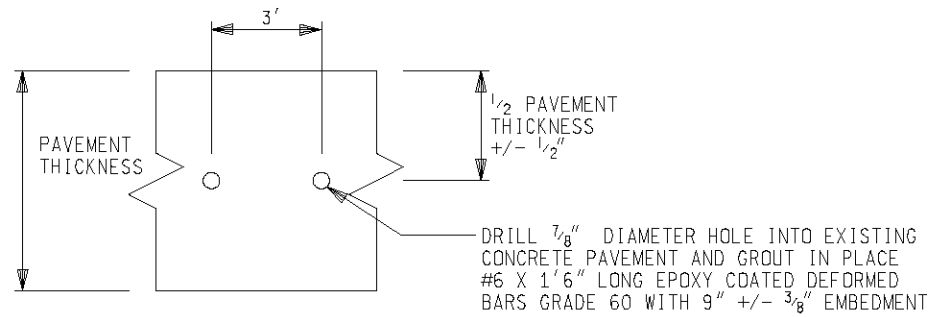
2.5' FULL DEPTH CENTERLINE REPAIR WITHOUT TRANSVERSE JOINT**2.5' FULL DEPTH CENTERLINE REPAIR WITH TRANSVERSE JOINT**

NOTE 1: SAW $\frac{1}{4}$ " TO $\frac{5}{16}$ " WIDE BY $\frac{3}{8}$ " TO $\frac{1}{2}$ " DEPTH, SEAL WITH LOW MODULUS HOT-POURED RUBBER - ASPHALT TYPE JOINT SEALING COMPOUND.

NOTE 2: SAW $\frac{1}{4}$ " TO $\frac{5}{16}$ " WIDE BY $\frac{1}{3}$ PAVEMENT DEPTH TO MATCH EXISTING LONGITUDINAL JOINT, SEAL WITH LOW MODULUS HOT-POURED RUBBER - ASPHALT TYPE JOINT SEALING COMPOUND.

DEFORMED BAR PLACEMENT DETAIL

NOTE: THE HOLE SPACING MAY BE ADJUSTED 1" HORIZONTALLY, RAISED $\frac{1}{2}$ " OR LOWERED $\frac{1}{2}$ " FROM THE ABOVE LOCATIONS TO AVOID DRILLING INTO THE REINFORCEMENT



AFFIDAVIT

I, Sarah Visel; hereby declare that I did, on the 17th day of December, 2015 deliver to the Clerk's Office of the Charter Township of Plymouth, 9955 N Haggerty Rd, Plymouth, MI 48170, the following for fully prepaid first class postage and deposit in the United States Post Office:

A total of 129 envelopes, one for each address shown on the attached Exhibit 2, containing within Exhibit 1 Plymouth Commons SAD Mtg Summary Letter and attachments.

S Visel

Signature

12-17-15

Date



CHARTER TOWNSHIP OF PLYMOUTH

9955 N HAGGERTY RD • PLYMOUTH, MICHIGAN 48170-4673
www.plymouthtp.org

December 16, 2015

**Re: Proposed Special Assessment District
For the Rehabilitation of Roads located in
Plymouth Commons Subdivision**

Dear Township Resident:

On March 4th and March 12th, 2015, Plymouth Township and the Township's engineering consultant, OHM Advisors, conducted an Informational Meeting regarding proposed Special Assessment Districts (SADs) for road rehabilitation projects within Plymouth Township, including Plymouth Commons Subdivision. In the weeks following the meeting, the Township received petitions in support of the proposed road rehabilitation in your subdivision. The Township Board approved the preliminary engineering phase of work to proceed for the Plymouth Commons Subdivision SAD at a Township Board meeting on May 19, 2015. At a second public informational meeting held on December 9, 2015, the results of the preliminary engineering phase were presented to the residents of the subdivision in attendance. Attached you will find the current estimate of total project cost, tentative assessment roll, district map, figure with approximate vicinity of concrete road patch areas, project description, SAD procedures, and Question/Answer summary from the December 9, 2015 meeting.

The meeting held on December 9, 2015 had the following objectives:

- Review the Township's Process and Procedures for an SAD
- Discuss the findings and anticipated proposed rehabilitation methodology
- Review the cost estimate for the proposed road rehabilitation
- Provide an update on application of Wayne County funds to the SAD project
- Allow the residents to voice any concerns and questions regarding the SAD process related to the road rehabilitation project.

To provide some background, an SAD is a mechanism to fund public projects by distributing the cost of the project to the lots or parcels that receive benefit from the project. The Township has established a policy of assessing benefit on road rehabilitation projects on a unit benefit, whereby each existing or potential dwelling unit receives one equal unit of benefit. The Township acts as a facilitator regarding approving an SAD project and is neither for, nor against the project. Ultimately, the residents will decide if the project proceeds or does not proceed. The Township requires that at least 51% of the frontage of the property owners must support the project, and that at least 51% of the units involved in the SAD must support the project.

The determination of support or lack of support for the project is based on the number of signatures on the petitions that is on file with the Township Clerk. Those signatures on the petition are counted in support of the project. No signature is required to vote against the project. If your name is not on the petition, the assumption is that you are not in support of the project. Currently, the project has support of 62.1% of the property frontage and 62.3% of units in the S.A.D. Please review the attached map and tentative assessment roll, and find your parcel. The roll will show the frontage your lot has along the road Right-of-way, and how many units your lot (or address) will be assessed if the project proceeds. In addition, if your parcel is shaded, it means that the Township currently has a signature for your parcel on the petitions filed with the Township Clerk in support of the project.

SUPERVISOR
Shannon G. Price
(734) 354-3201

CLERK
Nancy C. Conzelman
(734) 354-3224

TREASURER
Ron Edwards
(734) 354-3214

TRUSTEES
Steven Mann, Robert Doroshewitz
Michael Kelly, Charles Cugui

If this project proceeds, the roads would be rehabilitated by performing full depth concrete patches in areas where there is currently considerable pavement deterioration. These patches could either be replacement of slabs, partial slabs, or repairs along the pavement joints in a longitudinal or transverse direction. A new section/area of concrete pavement would then be installed to match existing elevations of adjacent concrete road pavement. This final determination of areas to be rehabilitated/repared would be established during the final design phase of work, after review of the plans by Wayne County, and prior to construction. It should also be noted that if some existing cracks in the pavement are considered to be minor and do not warrant concrete replacement in the opinion of the Engineer, those cracks are proposed to be sealed with an MDOT approved hot rubber sealant. If you have additional questions regarding the repair process/methodology, please contact George Tsakoff of OHM Advisors, at 734-466-4439.

The proposed road rehabilitation results in an estimated tentative assessment of **\$5,650.00** per unit. This cost includes an estimated Wayne County contribution as presented in the enclosed table. Please note that should this project move forward, the final cost must be within 10% of the project cost identified at this time. Should the project proceed, the assessment can be paid in one lump sum or over 10 years with a 4% interest rate.

We believe that with this information, individuals can make a sound, educated decision regarding whether they want to support the project or not. As mentioned above, the tentative assessment roll shows that currently 62.1% of the property owners within the district are in support of the project, based on frontage; and 62.3% are in support, based on units.

You have until January 22, 2016 to decide if you would like to have the project proceed into final design. After that date, the Township will review the status of the petitions on file to determine if sufficient support exists for the project to proceed.

If you decide that you wish to support the project, and you are not currently listed as such, you will need to sign a petition by either going to the Township Clerk's office, or writing a letter to the Township Clerk. If you are currently shown in support of the project and would like your name removed, simply visit the Clerk's office and remove your name from the petitions that are on file, or provide the request in writing to the Clerk. If you feel as though your name has been shown in error one way or the other, please contact the Township Clerk.

If you have any questions or concerns regarding the above material, or are in need of any additional information, please feel free to contact me at 734-354-3270.

Sincerely,



Patrick J. Felrath, P.E.
Director of Public Services
Charter Township of Plymouth

**Plymouth Commons Subdivision
INFORMATIONAL MEETING No. 2
for Road Rehabilitation SAD
December 9, 2015, 7:00 P.M.**

AGENDA

DESIRED OUTCOME: To inform the residents of the current status of the Special Assessment District (SAD), Preliminary Project Cost Opinion, and the remaining steps in the process.

I. REVIEW THE S.A.D. PROCESS AND PROCEDURES

Information regarding the process and procedures associated with the Township's SAD policy will be reviewed. The sequence of events to be followed for a public improvement using the SAD process is shown on the provided *Summary of Events for Special Assessment District Program*.

II. DISCUSS FINDINGS AND PROPOSED REHABILITATION METHOD

During this portion of the meeting, the rehabilitation method that has been proposed for the SAD will be discussed based on findings of preliminary engineering.

III. REVIEW ESTIMATE

A copy of the current project cost estimate has been provided at the meeting for discussion and questions.

IV. UPDATE ON APPLICATION OF WAYNE COUNTY FUNDS TO SAD PROJECTS

V. QUESTIONS AND ANSWERS

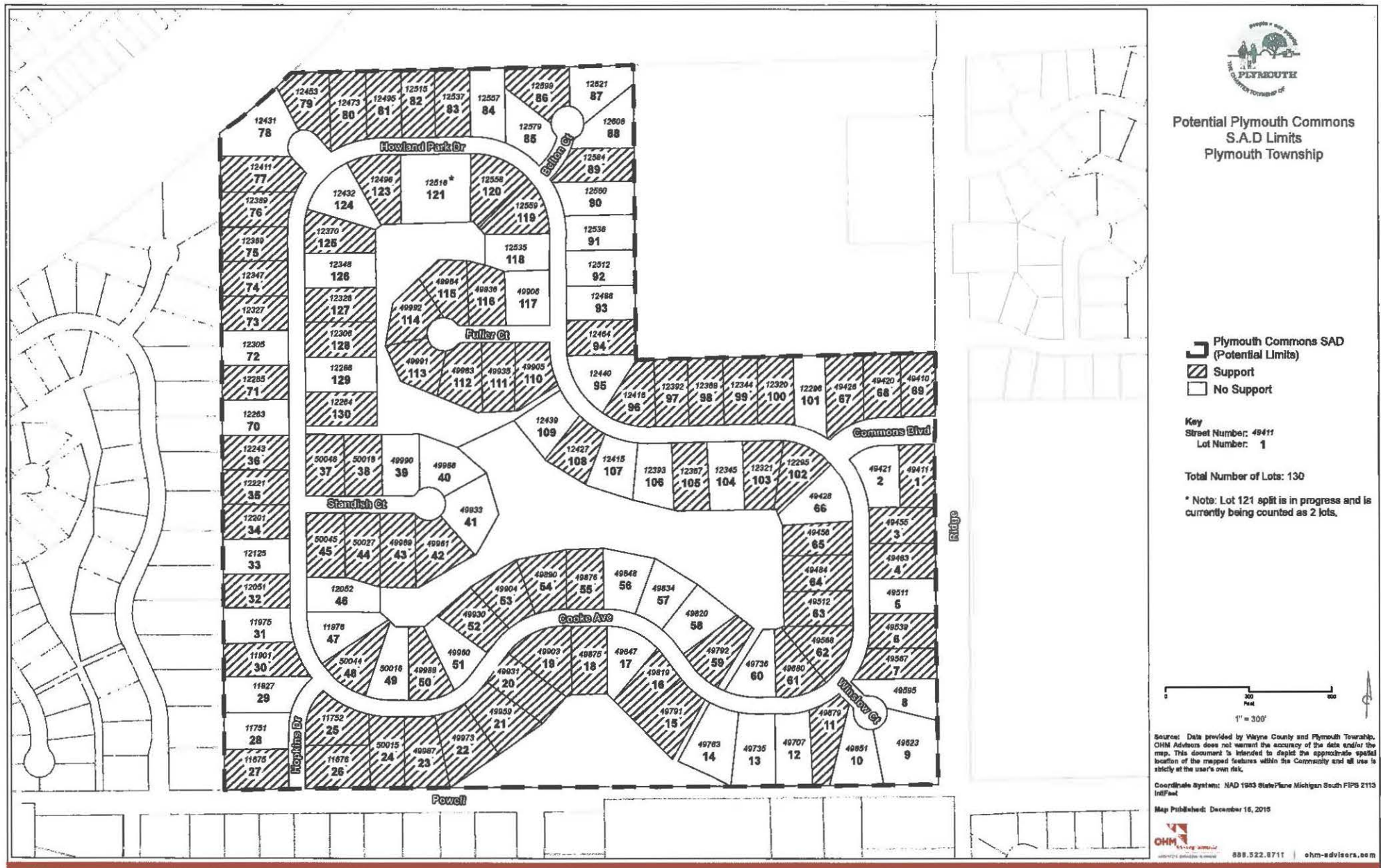
PROJECT DESCRIPTION
FOR
PLYMOUTH COMMONS SUBDIVISION
SPECIAL ASSESSMENT DISTRICT (SAD) ROAD REHABILITATION PROGRAM

The proposed improvements to the existing two-lane concrete roadway with integral curb and gutter shall consist of partial pavement replacement by way of slab replacement, partial slab replacement, longitudinal and transverse joint repair, subgrade preparation, crack sealing, and miscellaneous driveway work, sidewalk ramp, drainage structure modification or subgrade underdrain installation, which may be needed to facilitate the replacement of road pavement only, or as required by County of Wayne. The project commences at the west right-of-way line of Ridge Road, and proceeds westerly on Commons Boulevard approximately 390 feet to the intersection at Howland Park Drive, then proceeds along Howland Park Drive approximately 4,575 feet from the intersection at Commons Boulevard to the intersection at Hopkins Drive, then proceeds easterly along Cooke Avenue approximately 3,020 feet from the intersection at Hopkins Drive to the intersection at Commons Boulevard. The project also includes Hopkins Drive commencing at the intersection of Cooke Avenue and proceeding southerly approximately 420 feet to the north right-of way line of Powell Road, and Winslow Court commencing at the intersection with Cooke Avenue and proceeding southeasterly approximately 195 feet to its point of termination, and Fuller Court commencing at the intersection with Howland Park Drive and proceeding westerly approximately 435 feet to its point of termination, and Belton Court commencing at the intersection of Howland Park Drive and proceeding northeasterly approximately 240 feet to its point of termination, and Standish Court commencing at the intersection of Howland Park Drive and proceeding easterly approximately 495 feet to its point of termination.

The district limit for frontage along Commons Boulevard, Howland Park Drive, Cooke Avenue, Hopkins Drive, Winslow Court, Fuller Court, Belton Court, and Standish Court consists of Lots 1 through 130 (excluding Lot 122 which is now combined with Lot 121) of Plymouth Commons Subdivision, located in the Southeast $\frac{1}{4}$ of Section 30, T.1S, R.8E, of Plymouth Township, Wayne County, Michigan.

PRELIMINARY OPINION OF CONSTRUCTION COST
for
PLYMOUTH COMMONS ROAD REHABILITATION SAD
Plymouth Township, Wayne County, MI
December 15, 2015

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
1	Mobilization, Max. 5%	1	LSUM	\$ 27,500.00	\$ 27,500
2	Audio-Video Route Survey	1	LSUM	\$ 2,500.00	\$ 2,500
3	Erosion Control, Silt Fence	200	FOOT	\$ 2.50	\$ 500
4	Erosion Control, Inlet Protection	18	EACH	\$ 250.00	\$ 4,500
5	Conc Pavt, Rem (Roadway Repairs)	6,500	SYD	\$ 15.00	\$ 97,500
6	Conc Pavt, Rem (Drives)	75	SYD	\$ 18.00	\$ 1,350
7	Conc Sidewalk, Rem	37	SYD	\$ 9.00	\$ 333
8	Subgrade Undercutting, Type II, Modified	125	CYD	\$ 35.00	\$ 4,375
9	Aggregate Base, CIP, Limestone	400	TON	\$ 25.00	\$ 10,000
10	Conc Pavt, Longitudinal Joint Repair	1,500	SYD	\$ 87.00	\$ 130,500
11	Conc Pavt, Full Depth Slab Repair	5,000	SYD	\$ 60.00	\$ 300,000
12	Conc Pavt, Drives	75	SYD	\$ 55.00	\$ 4,125
13	Conc, Sidewalk, 4"	325	SFT	\$ 5.00	\$ 1,625
14	Drainage Structure Cover, Adjust	12	EACH	\$ 450.00	\$ 5,400
15	Underdrain, 6"	450	FT	\$ 15.00	\$ 6,750
16	Drainage Structure Tap	16	EACH	\$ 250.00	\$ 4,000
17	Route and Seal Joint	12,000	FT	\$ 1.20	\$ 14,400
18	Topsoil, Seed & Mulch	1,200	SYD	\$ 6.00	\$ 7,200
19	Maintaining Traffic	1	LSUM	\$ 10,000.00	\$ 10,000
20	Sign, Remove and Reset	10	EACH	\$ 100.00	\$ 1,000
21	Post, Mailbox, Remove and Reset	40	EACH	\$ 125.00	\$ 5,000
22	Landscaping Allowance	1	EACH	\$ 8,500.00	\$ 8,500
10% Contingency					\$ 64,706
TOTAL CONSTRUCTION COST					\$ 711,800
ENGINEERING FEES (Preliminary Design, Final Design, CA/CE)					\$ 149,360
TOTAL ESTIMATED PROJECT COST					\$ 861,200
WAYNE COUNTY CONTRIBUTION AMOUNT					\$ 127,565
TOTAL NO. LOTS					130
ESTIMATED ASSESSMENT/LOT					\$ 5,650



SPECIAL ASSESSMENT DISTRICT TENTATIVE ASSESSMENT ROLL PLYMOUTH COMMONS SUBDIVISION

Assumptions:

1) Frontage is defined by properties abutting Commons Boulevard, Cooke Avenue, Winslow Court, Hopkins Drive, Howland Park Drive, Standish Court, Belton Court, and Fuller Court

Tax ID Number	LOT #	FRONTAGE		SIGNED		UNITS	SIGNED	ADDRESS
R-78-044-01-0001	1	134.00	FL	134.00	FL	1	1	49411 COMMONS BLVD
R-78-044-01-0002	2	373.27	FL	-	FL	1		49421 COMMONS BLVD
R-78-044-01-0003	3	124.27	FL	124.27	FL	1	1	49455 COOK AVENUE
R-78-044-01-0004	4	125.00	FL	125.00	FL	1	1	49483 COOK AVENUE
R-78-044-01-0005	5	125.00	FL	-	FL	1		49511 COOK AVENUE
R-78-044-01-0006	6	125.75	FL	125.75	FL	1	1	49539 COOK AVENUE
R-78-044-01-0007	7	131.15	FL	131.15	FL	1	1	49567 COOK AVENUE
R-78-044-01-0008	8	184.55	FL	-	FL	1		49595 WINSLOW COURT
R-78-044-01-0009	9	88.75	FL	-	FL	1		49623 WINSLOW COURT
R-78-044-01-0010	10	147.88	FL	-	FL	1		49651 WINSLOW COURT
R-78-044-01-0011	11	173.31	FL	173.31	FL	1	1	49679 COOK AVENUE
R-78-044-01-0012	12	123.09	FL	-	FL	1		49707 COOK AVENUE
R-78-044-01-0013	13	118.92	FL	-	FL	1		49735 COOK AVENUE
R-78-044-01-0014	14	121.77	FL	-	FL	1		49763 COOK AVENUE
R-78-044-01-0015	15	110.47	FL	110.47	FL	1	1	49791 COOK AVENUE
R-78-044-01-0016	16	151.60	FL	151.60	FL	1	1	49819 COOK AVENUE
R-78-044-01-0017	17	210.00	FL	-	FL	1		49847 COOK AVENUE
R-78-044-01-0018	18	125.00	FL	125.00	FL	1	1	49875 COOK AVENUE
R-78-044-01-0019	19	247.98	FL	247.98	FL	1	1	49903 COOK AVENUE
R-78-044-01-0020	20	127.01	FL	127.01	FL	1	1	49931 COOK AVENUE
R-78-044-01-0021	21	112.88	FL	112.88	FL	1	1	49959 COOK AVENUE
R-78-044-01-0022	22	109.86	FL	109.86	FL	1	1	49973 COOK AVENUE
R-78-044-01-0023	23	117.76	FL	117.76	FL	1	1	49987 COOK AVENUE
R-78-044-01-0024	24	125.29	FL	125.29	FL	1	1	50015 COOK AVENUE
R-78-044-01-0025	25	400.74	FL	400.74	FL	1	1	11752 HOPKINS DRIVE
R-78-044-01-0026	26	157.00	FL	157.00	FL	1	1	11676 HOPKINS DRIVE
R-78-044-01-0027	27	147.50	FL	147.50	FL	1	1	11675 HOPKINS DRIVE
R-78-044-01-0028	28	131.57	FL	-	FL	1		11751 HOPKINS DRIVE
R-78-044-01-0029	29	150.28	FL	-	FL	1		11827 HOPKINS DRIVE
R-78-044-01-0030	30	139.48	FL	139.48	FL	1	1	11901 HOWLAND PARK DRIVE
R-78-044-01-0031	31	125.97	FL	-	FL	1		11975 HOWLAND PARK DRIVE
R-78-044-01-0032	32	125.00	FL	125.00	FL	1	1	12051 HOWLAND PARK DRIVE
R-78-044-01-0033	33	125.00	FL	-	FL	1		12125 HOWLAND PARK DRIVE
R-78-044-01-0034	34	125.00	FL	125.00	FL	1	1	12201 HOWLAND PARK DRIVE
R-78-044-01-0035	35	125.00	FL	125.00	FL	1	1	12221 HOWLAND PARK DRIVE
R-78-044-01-0036	36	125.00	FL	125.00	FL	1	1	12243 HOWLAND PARK DRIVE
R-78-044-01-0037	37	358.00	FL	358.00	FL	1	1	50046 STANDISH COURT
R-78-044-01-0038	38	135.00	FL	135.00	FL	1	1	50018 STANDISH COURT
R-78-044-01-0039	39	143.14	FL	-	FL	1		49990 STANDISH COURT
R-78-044-01-0040	40	96.25	FL	-	FL	1		49966 STANDISH COURT
R-78-044-01-0041	41	81.02	FL	-	FL	1		49933 STANDISH COURT
R-78-044-01-0042	42	107.99	FL	107.99	FL	1	1	49961 STANDISH COURT
R-78-044-01-0043	43	125.69	FL	125.69	FL	1	1	49989 STANDISH COURT
R-78-044-01-0044	44	125.00	FL	125.00	FL	1	1	50027 STANDISH COURT
R-78-044-01-0045	45	356.50	FL	356.50	FL	1	1	50045 STANDISH COURT
R-78-044-01-0046	46	125.00	FL	-	FL	1		12052 COOK AVENUE
R-78-044-01-0047	47	191.26	FL	-	FL	1		11976 COOK AVENUE
R-78-044-01-0048	48	205.94	FL	205.94	FL	1	1	50044 COOK AVENUE
R-78-044-01-0049	49	159.98	FL	-	FL	1		50016 COOK AVENUE
R-78-044-01-0050	50	171.17	FL	171.17	FL	1	1	49988 COOK AVENUE
R-78-044-01-0051	51	180.99	FL	-	FL	1		49960 COOK AVENUE
R-78-044-01-0052	52	117.87	FL	117.87	FL	1	1	49930 COOK AVENUE
R-78-044-01-0053	53	111.31	FL	111.31	FL	1	1	49904 COOK AVENUE
R-78-044-01-0054	54	112.43	FL	112.43	FL	1	1	49890 COOK AVENUE
R-78-044-01-0055	55	135.00	FL	135.00	FL	1	1	49876 COOK AVENUE
R-78-044-01-0056	56	112.43	FL	-	FL	1		49848 COOK AVENUE
R-78-044-01-0057	57	111.31	FL	-	FL	1		49834 COOK AVENUE
R-78-044-01-0058	58	115.01	FL	-	FL	1		49820 COOK AVENUE
R-78-044-01-0059	59	176.70	FL	176.70	FL	1	1	49792 COOK AVENUE
R-78-044-01-0060	60	194.61	FL	-	FL	1		79736 COOK AVENUE
R-78-044-01-0061	61	205.35	FL	205.35	FL	1	1	49680 COOK AVENUE
R-78-044-01-0062	62	234.44	FL	234.44	FL	1	1	49568 COOK AVENUE
R-78-044-01-0063	63	125.00	FL	125.00	FL	1	1	49512 COOK AVENUE
R-78-044-01-0064	64	125.00	FL	125.00	FL	1	1	49484 COOK AVENUE

**SPECIAL ASSESSMENT DISTRICT TENTATIVE ASSESSMENT ROLL
PLYMOUTH COMMONS SUBDIVISION**

Assumptions:

1) Frontage is defined by properties abutting Commons Boulevard, Cooke Avenue, Winslow Court, Hopkins Drive, Howland Park Drive, Standish Court, Belton Court, and Fuller Court

Tax ID Number	LOT #	FRONTAGE		SIGNED		UNITS	SIGNED	ADDRESS
R-78-044-01-0085	65	128.28	FL	128.28	FL	1	1	49456 COOK AVENUE
R-78-044-01-0086	66	214.08	FL	-	FL	1		49428 COOK AVENUE
R-78-044-01-0087	67	147.42	FL	147.42	FL	1	1	49426 COMMONS BLVD
R-78-044-01-0088	68	132.18	FL	132.18	FL	1	1	49420 COMMONS BLVD
R-78-044-01-0089	69	130.70	FL	130.70	FL	1	1	49410 COMMONS BLVD
R-78-044-02-0070	70	125.00	FL	-	FL	1		12263 HOWLAND PARK DRIVE
R-78-044-02-0071	71	125.00	FL	125.00	FL	1	1	12285 HOWLAND PARK DRIVE
R-78-044-02-0072	72	125.00	FL	-	FL	1		12305 HOWLAND PARK DRIVE
R-78-044-02-0073	73	125.00	FL	125.00	FL	1	1	12327 HOWLAND PARK DRIVE
R-78-044-02-0074	74	125.00	FL	125.00	FL	1	1	12347 HOWLAND PARK DRIVE
R-78-044-02-0075	75	125.02	FL	125.02	FL	1	1	12369 HOWLAND PARK DRIVE
R-78-044-02-0076	76	130.37	FL	130.37	FL	1	1	12389 HOWLAND PARK DRIVE
R-78-044-02-0077	77	129.05	FL	129.05	FL	1	1	12411 HOWLAND PARK DRIVE
R-78-044-02-0078	78	90.81	FL	-	FL	1		12431 HOWLAND PARK DRIVE
R-78-044-02-0079	79	148.44	FL	148.44	FL	1	1	12453 HOWLAND PARK DRIVE
R-78-044-02-0080	80	134.35	FL	134.35	FL	1	1	12473 HOWLAND PARK DRIVE
R-78-044-02-0081	81	125.20	FL	125.20	FL	1	1	12495 HOWLAND PARK DRIVE
R-78-044-02-0082	82	125.00	FL	125.00	FL	1	1	12515 HOWLAND PARK DRIVE
R-78-044-02-0083	83	125.00	FL	125.00	FL	1	1	12537 HOWLAND PARK DRIVE
R-78-044-02-0084	84	127.78	FL	-	FL	1		12557 HOWLAND PARK DRIVE
R-78-044-02-0085	85	329.34	FL	-	FL	1		12579 HOWLAND PARK DRIVE
R-78-044-02-0086	86	94.12	FL	94.12	FL	1	1	12599 BELTON COURT
R-78-044-02-0087	87	92.81	FL	-	FL	1		12621 BELTON COURT
R-78-044-02-0088	88	115.11	FL	-	FL	1		12608 BELTON COURT
R-78-044-02-0089	89	149.08	FL	149.08	FL	1	1	12584 BELTON COURT
R-78-044-02-0090	90	126.14	FL	-	FL	1		12560 HOWLAND PARK DRIVE
R-78-044-02-0091	91	125.18	FL	-	FL	1		12536 HOWLAND PARK DRIVE
R-78-044-02-0092	92	125.00	FL	-	FL	1		12512 HOWLAND PARK DRIVE
R-78-044-02-0093	93	125.00	FL	-	FL	1		12488 HOWLAND PARK DRIVE
R-78-044-02-0094	94	125.60	FL	125.60	FL	1	1	12464 HOWLAND PARK DRIVE
R-78-044-02-0095	95	254.36	FL	-	FL	1		12440 HOWLAND PARK DRIVE
R-78-044-02-0096	96	188.80	FL	188.80	FL	1	1	12416 HOWLAND PARK DRIVE
R-78-044-02-0097	97	125.00	FL	125.00	FL	1	1	12392 HOWLAND PARK DRIVE
R-78-044-02-0098	98	125.00	FL	125.00	FL	1	1	12368 HOWLAND PARK DRIVE
R-78-044-02-0099	99	125.00	FL	125.00	FL	1	1	12344 HOWLAND PARK DRIVE
R-78-044-02-0100	100	125.44	FL	125.44	FL	1	1	12320 HOWLAND PARK DRIVE
R-78-044-02-0101	101	137.11	FL	-	FL	1		12293 HOWLAND PARK DRIVE
R-78-044-02-0102	102	204.88	FL	204.88	FL	1	1	12295 HOWLAND PARK DRIVE
R-78-044-02-0103	103	147.07	FL	147.07	FL	1	1	12321 HOWLAND PARK DRIVE
R-78-044-02-0104	104	125.00	FL	-	FL	1		12345 HOWLAND PARK DRIVE
R-78-044-02-0105	105	125.00	FL	125.00	FL	1	1	12367 HOWLAND PARK DRIVE
R-78-044-02-0106	106	120.09	FL	-	FL	1		12393 HOWLAND PARK DRIVE
R-78-044-02-0107	107	142.67	FL	-	FL	1		12415 HOWLAND PARK DRIVE
R-78-044-02-0108	108	112.66	FL	112.66	FL	1	1	12427 HOWLAND PARK DRIVE
R-78-044-02-0109	109	112.67	FL	-	FL	1		12439 HOWLAND PARK DRIVE
R-78-044-02-0110	110	297.75	FL	297.75	FL	1	1	49905 FULLER COURT
R-78-044-02-0111	111	125.00	FL	125.00	FL	1	1	49935 FULLER COURT
R-78-044-02-0112	112	128.27	FL	128.27	FL	1	1	49963 FULLER COURT
R-78-044-02-0113	113	88.89	FL	88.89	FL	1	1	49991 FULLER COURT
R-78-044-02-0114	114	81.01	FL	81.01	FL	1	1	49992 FULLER COURT
R-78-044-02-0115	115	116.40	FL	116.40	FL	1	1	49964 FULLER COURT
R-78-044-02-0116	116	135.00	FL	135.00	FL	1	1	49936 FULLER COURT
R-78-044-02-0117	117	370.00	FL	-	FL	1		49906 FULLER COURT
R-78-044-02-0118	118	130.00	FL	-	FL	1		12535 HOWLAND PARK DRIVE
R-78-044-02-0119	119	222.50	FL	222.50	FL	1	1	12559 HOWLAND PARK DRIVE
R-78-044-02-0120	120	222.50	FL	222.50	FL	1	1	12558 HOWLAND PARK DRIVE
R-78-044-02-0121	121	255.93	FL	-	FL	2		12516 HOWLAND PARK DRIVE
R-78-044-02-0123	123	182.06	FL	182.06	FL	1	1	12496 HOWLAND PARK DRIVE
R-78-044-02-0124	124	214.80	FL	-	FL	1		12432 HOWLAND PARK DRIVE
R-78-044-02-0125	125	168.00	FL	168.00	FL	1	1	12370 HOWLAND PARK DRIVE
R-78-044-02-0126	126	125.00	FL	-	FL	1		12348 HOWLAND PARK DRIVE
R-78-044-02-0127	127	125.00	FL	125.00	FL	1	1	12328 HOWLAND PARK DRIVE
R-78-044-02-0128	128	125.00	FL	125.00	FL	1	1	12306 HOWLAND PARK DRIVE
R-78-044-02-0129	129	125.00	FL	-	FL	1		12286 HOWLAND PARK DRIVE

**SPECIAL ASSESSMENT DISTRICT TENTATIVE ASSESSMENT ROLL
PLYMOUTH COMMONS SUBDIVISION**

Assumptions:

1) Frontage is defined by properties abutting Commons Boulevard, Cooke Avenue, Winslow Court, Hopkins Drive, Howland Park Drive, Standish Court, Belton Court, and Fuller Court

Tax ID Number	LOT #	FRONTAGE		SIGNED		UNITS	SIGNED	ADDRESS
R-78-044-02-0130	130	125.00	Ft.	125.00	Ft.	1	1	12264 HOWLAND PARK DRIVE
	TOTAL	19,431.35	Ft.	12,060.46	Ft.	130.00	81	

I. PERCENTAGE BASED ON FRONTAGE (50% = 9716 Ft.)

SIGNED PETITION	12,060.46	=	62.1%
TOTAL FRONTAGE	19,431.35		

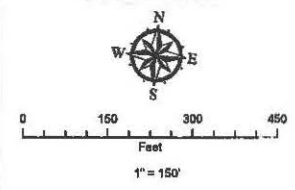
II. PERCENTAGE BASED ON UNITS (50% = 65 UNITS)

SIGNED PETITION	81.00	=	62.3%
TOTAL UNITS	130.00		

Updated April 14, 2015



Plymouth Commons
S.A.D.
Overall View



- Plymouth Commons S.A.D. Limits
- Repair Type**
- Slab or Partial Slab Repair
 - Longitudinal or Corner Joint Repair
- Signed**
- Support
 - No Support

Key
Street Number: 49411
Lot Number: 1

Total Number of Lots: 128

Notes: Data provided by Map County and Plymouth Township. City of Plymouth does not warrant the accuracy of the data on this map. This document is intended to provide the approximate location of the proposed features within the Commons and all use is subject to the state's laws and regulations.

Coordinate System: NAD 83 / NAD 83 StatePlane Michigan North FIPS 5003 Feet

Map Published: November 2, 2023

**Summary of Questions and Information provided at
Plymouth Commons Subdivision
Special Assessment District (SAD) Informational Meeting
December 9, 2015
And Other Frequently Asked Questions**

▪ **What is the method being proposed for the road repairs?**

The method that is being proposed for the road repairs as part of this SAD is generally a full-depth concrete patching program consisting of slab replacement, partial slab replacement, or replacement along a longitudinal pavement joint (approximately 2' to 2.5' wide along a longitudinal joint). The attached figure generally shows approximate locations where this type of patching rehabilitation process is being proposed throughout the subdivision streets. The location and size of these repairs may be modified at the time of construction. Full replacement of the entire roadway cross section or replacement of entire slabs throughout is not being proposed, as that is not determined to be the most cost effective methodology based on the current overall condition of the roads with the subdivision. Photos of similar road projects where full depth patching was completed in the last couple years on other Township SAD's were also available at the meeting to view.

▪ **How does the assessment work? Is it based on frontage or units?**

While some communities may assess in whole or in part based on street frontage, Plymouth Township assesses properties based on units, where each existing or potential dwelling unit is charged equally.

▪ **What is the process moving forward for supporting or not supporting the project after seeing this cost and methodology information presented tonight?**

It was reiterated at this second informational meeting, as also explained at the initial informational meeting last year, that the petition that is currently on file at the Township Clerk's Office for the project is a live and working petition, and signatures (support) can be added or removed at any time until the final tally is completed (deadline is January 22, 2016). If you currently have signed the petition and no longer wish to support the project moving forward, you can remove your signature by visiting the Township Clerk's office in person or by writing a letter to the Clerk requesting removal of your signature from the petition. If you are currently not supporting the project but would like to support the project moving forward, you can also appear in person or write a letter to the Township Clerk to add your name to the petition.

If after the deadline date noted above, there is at least 51% of the total units in the subdivision and at least 51% of the total front footage in support of the project, the project would likely be voted to move forward by the Township Board during a first public hearing in February 2016. If there is less than 51% support for the district in either units or front footage along the roadway, the project would not move forward at this time. The next steps after an affirmative vote by the Township Board at the first public hearing, would be to complete detailed plans and specifications, and take bids. If the bids are within 10% of the original estimate, the process would proceed to the second Public Hearing and be authorized for construction.

- **Explain/describe the work associated with Work Item Nos. 1, 10, 11 & 19 shown on the preliminary cost estimate.**

Item No. 1 on the cost estimate for Mobilization is a typical construction project item that covers the Contractor expenses for items such as mobilizing and demobilizing equipment to and from the job site, cost of bonds, cost of insurance, and other fixed project costs not covered in other work items. Item No. 10 is for the repair of the concrete road specifically along longitudinal pavement joints, where significant deterioration has taken place and the joint can no longer be sealed with hot rubber sealant. If left alone, these joints will continue to separate and deteriorate. The method of longitudinal joint repair allows for a cost effective full depth concrete repair along the joint, without absorbing the cost of slab repairs on all sides of the single joint. Item No. 11 is for the repair of concrete where a larger area of concrete with more equitable dimensions can be removed and replaced due to the expanse of the area of deterioration, with a partial concrete slab or a full slab replacement. The difference in unit cost between Items 10 and 11 is related to the difference in labor effort/intensity with completing narrow repairs when compared to larger area repairs (saw cutting, dowel bars, accessibility). Item No. 19 covers the cost of traffic control and maintenance by the Contractor during the course of construction, such as that for signs, barrels, flagman, and on-going maintenance in that regard.

- **Who receives the bids from Contractors on this work, and how is the decision of the selected Contractor completed?**

Since the Township is responsible for administering the contract through the SAD process, the Township will receive sealed bids for the project based on the bidding documents (drawings and specifications) prepared by the Engineer. The Township Department of Public Services, in conjunction with consultation from the Engineer, provides a recommendation to the Township Board for award of the project.

- **How does the contractor establish the bid price for the work, do they reference the Engineer's Estimate?**

No, the Contractor will propose their own unit prices for the project based on the plans, specifications, and anticipated quantities provided by the Engineer. They are not following the Engineer's Estimate to establish their bid price. The Engineer's Estimate is a planning tool to anticipate probable costs for the project, but actual construction costs are based on the Contractor's bid, and as-measured quantities during construction of the improvement.

- **In regard to the Wayne County Local Roads Initiative, what happens if other SAD projects that are currently being considered for this money do not move forward?**

If other SAD projects do not move forward into final engineering and construction stages, then the total pool of money from Wayne County would be redistributed at an equal percentage to each project that does move forward.

- **Can multiple options with multiple costs be presented to residents for consideration under this SAD process?**

No, the Township administered SAD process requires that one optimal rehabilitation method for the roads be presented at this meeting with an applicable estimate of total project cost. The methodology proposed is what the Township and Engineering Consultant have determined to be the most effective method of repair, considering the overall condition of the roads and the cost impact of the improvement.

▪ **What guarantees are there that future road repairs won't be necessary after these currently proposed repairs are completed?**

The rehabilitation that is proposed is intended to provide a minimum life of 10 years (beyond the 10-year payback program provided by the Township for this current work), and can generally be anticipated as an average 15-year pavement remediation for the areas repaired. On-going preventative maintenance by the HOA for the subdivision including regular crack sealing with hot rubber sealant can assist in extending the life of the roadway pavement. There is no guarantee provided that other areas of the concrete roadway not addressed as part of this project would not deteriorate in the future, but they also may not show further deterioration for many years. It's possible that future repairs could be necessary in other areas of the concrete road (not addressed as part of this project), but this level of deterioration in other concrete pavement areas cannot necessarily be predicted.

▪ **If the roads belong to the County, why isn't the County paying for the entire repairs?**

The County's priority for improving existing residential roads is low, and therefore the County would not take the initiative in funding and making these types of improvements. In this special case, the County is contributing some amount of funding to go towards rehabilitation of the roads, which is being shared by various communities initiating SAD's. The County is reactive in maintaining residential streets and would make repairs only when necessary for large distresses such as severe potholes. For more detailed information on the relationship between Townships and Counties regarding roads, specifically in Wayne County and how road projects are funded and chosen by the County, we direct you to the County's website for more information:

http://www.co.wayne.mi.us/dps/dps_road_twnshp_maint.htm

▪ **How is the work completed, a contractor selected, and is a project warranty obtained?**

If it proceeds, the Township would contract for the work to be completed with the selected Contractor. The contract would be publically bid, and awarded to the lowest-qualified contractor. The Township's contracts typically have a two-year Maintenance and Guarantee Bond. If defective workmanship is identified within a 2-year period after the work is completed, the bond is held by the Township and could be utilized if the Contractor failed to make necessary repairs identified by the Engineer. In most cases, the Contractor makes necessary repairs from any workmanship defects approximately 1-year after project completion (after one full winter season), after a project punch-list is completed by the Engineer.

▪ **How many signatures are required for each property?**

The Township has confirmed with the Township Attorney that in the case of multiple owners (husband & wife), the signature of one owner can suffice for support from the property. There can only be one vote for each property. If there is a signature on the petition in favor of the project, that signature will be counted as in favor. If a spouse were to send a letter opposing the signature on the petition, the signature would not be counted unless both parties chose to sign.

▪ **What are the residents' payment options for the work?**

The assessment is usually levied with the winter tax bill, but can be assessed with the following summer tax bill, depending on the progress and date of project completion. The assessment can be paid in full the first year with no interest, or financed for 10 years with the Township. The Township has recently used a 4% interest rate. You can obtain your own personal financing, if so desired.

▪ **What if I were to sell my home? What happens to the assessment, and who pays for it?**

While the Township does not require that the assessment be paid at the time of sale, most financial institutions may require the remaining assessment costs to be paid in full. Again, the responsible party for these costs would have to be determined between the buyer and seller during the closing process.

▪ **Should the process proceed, when will construction occur and how long will it take?**

The total SAD process can take as long as 8 – 12 months. It is intended to make sure everyone has adequate time to get all of the information and make an informed decision. If it proceeds, construction would most likely occur in the late summer or early fall of 2016. It will likely take 3 months to move through the entire construction process. Access during construction for emergency vehicles, residents, mail, and garbage would be maintained during construction.

▪ **Some residents were curious if driveway work would be completed as part of the project.**

Driveway repairs would only be done should a portion of curb and gutter in front of the driveway be removed to improve drainage along the curb. Any private driveway work would up to the individual homeowner, but can generally be coordinated upon agreement directly between homeowner and Contractor.

SUBDIVISION NAME	ADDITIONAL PROJECT NOTES	TOTAL PROJECT COST (Preliminary)	MIN % OF COUNTY CONTRIBUTION	COUNTY CONTRIBUTION (\$)	# OF LOTS (BENEFITS)	SAD COST / UNIT, NO COUNTY ASSIST.	MIN SAD UNIT COST REDUCTION W/ COUNTY ASSIST.	SAD COST / UNIT, W/COUNTY ASSIST.
<u>Crack Sealing on Existing Roads</u>								
Various past Road SAD Projects	Based on level of crack deterioration on past Road SAD's completed within last 2 - 12 yrs.	\$ 100,000	100.0%	\$ 100,000	N/A	N/A	N/A	N/A
<u>Paving of Gravel Roads</u>								
1 Plymouth Colony Subdivision	Most recent petition inquiry from 2005;	\$ -	0.0%	\$ -				
2 Eastlawn (General Drive)	Most recent petition inquiry from 2010	\$ -	0.0%	\$ -				
3 Plymouth Gardens & Finch	Most recent petition inquiry from 2004	\$ 734,940	14.8%	\$ 108,863	80	\$ 9,200	\$ 1,300	\$ 7,900
4 Phoenix	Not previously petitioned	\$ -	0.0%	\$ -				
<u>Pavement Rehabilitation</u>								
5 Woodlore Subdivision	Signed Petitions submitted for Board Action in Dec 2014	\$ 793,000	14.8%	\$ 117,463	50	\$ 15,900	\$ 2,300	\$ 13,600
6 Litchfield Road	Complete and continuous concrete road replacement cross section is necessary	\$ 605,900	14.8%	\$ 89,749	30	\$ 20,200	\$ 2,900	\$ 17,300
7 Deer Creek Subdivision	Petition recently provided to HOA on 02/26/15.	\$ 404,675	14.8%	\$ 59,942	101	\$ 4,100	\$ 600	\$ 3,500
8 Plymouth Commons Subdivision	1st Public Informational Mtg held on 11/06/14. Petitions already issued to HOA.	\$ 861,200	14.8%	\$ 127,565	130	\$ 6,700	\$ 1,000	\$ 5,700
9 Ridgewood Hills Sub. (West)	Road SAD inquiries have been made since Ridgewood Hills East Project was completed	\$ 674,050	14.8%	\$ 99,844	200	\$ 3,400	\$ 500	\$ 2,900
10 Hunters Creek Subdivision	Adjacent to Deer Creek Subdivision, will start petitioning process as individual SAD.	\$ 314,425	14.8%	\$ 46,574	27	\$ 11,700	\$ 1,700	\$ 10,000
TOTALS		\$ 4,488,190	14.8%	\$ 750,000	618			
Notes: Updated December 17, 2015 to correct # of lots for Plymouth Commons and Plymouth Gardens and Finch. Updated November 23, 2015 to include updated project cost estimates based on preliminary engineering findings. Updated June 16, 2015 to remove Plymouth Colony Subdivision, Eastlawn (General Drive), and Phoenix due to lack of petition support. Updated March 12, 2015 to add potential Hunters Creek Subdivision SAD as an individual SAD apart from Deer Creek Sub. Updated March 4, 2015 to add number identifiers for public info meetings. Estimate of number of benefits updated for current SAD limits, but final number of benefits and assessment not yet final. Updated Feb 24, 2015 to modify limits of Deer Creek SAD boundary. Updated Jan 06, 2015 to include crack sealing on past SAD projects.								
Total Project Costs are contingent upon future Wayne County Permit Review requirements, comments, and other unknowns related to Wayne County involvement in these projects and overall scope of work.								
Total number of lots are assumed to be accurate, but are not a final count at this stage of SAD process.								

Plymouth Commons

Exhibit 2

PelNumber	PssNumber	PssStreet	PressCity	PessState	PdressZip	OtAddress	OwnerCity	OnerState
R-78-044-02-0094-000	12464	HOWLAND PARK DR	PLYMOUTH	MI	48170	12464 HOWLAND PARK DR	PLYMOUTH	MI
R-78-044-01-0016-000	49819	COOKE AVE	PLYMOUTH	MI	48170	49819 COOKE AVE	PLYMOUTH	MI
R-78-044-02-0123-000	12496	HOWLAND PARK DR	PLYMOUTH	MI	48170	12496 HOWLAND PARK DR	PLYMOUTH	MI
R-78-044-02-0124-000	12432	HOWLAND PARK DR	PLYMOUTH	MI	48170	12432 HOWLAND PARK	PLYMOUTH	MI
R-78-044-01-0041-000	49933	STANDISH CT	PLYMOUTH	MI	48170	49933 STANDISH CT	PLYMOUTH	MI
R-78-044-01-0001-000	49411	COMMONS BLVD	PLYMOUTH	MI	48170	49411 COMMONS BLVD	PLYMOUTH	MI
R-78-044-01-0002-000	49421	COMMONS BLVD	PLYMOUTH	MI	48170	49421 COMMONS BLVD	PLYMOUTH	MI
R-78-044-01-0015-000	49791	COOKE AVE	PLYMOUTH	MI	48170	49791 COOKE AVE	PLYMOUTH	MI
R-78-044-01-0023-000	49987	COOKE AVE	PLYMOUTH	MI	48170	49987 COOKE AVE	PLYMOUTH	MI
R-78-044-01-0024-000	50015	COOKE AVE	PLYMOUTH	MI	48170	50015 COOKE AVE	PLYMOUTH	MI
R-78-044-02-0099-000	12344	HOWLAND PARK DR	PLYMOUTH	MI	48170	12344 HOWLAND PARK DR	PLYMOUTH	MI
R-78-044-02-0098-000	12368	HOWLAND PARK DR	PLYMOUTH	MI	48170	12368 HOWLAND PARK DR	PLYMOUTH	MI
R-78-044-02-0095-000	12440	HOWLAND PARK DR	PLYMOUTH	MI	48170	12440 HOWLAND PARK DR	PLYMOUTH	MI
R-78-044-02-0097-000	12392	HOWLAND PARK DR	PLYMOUTH	MI	48170	12392 HOWLAND PARK DR	PLYMOUTH	MI
R-78-044-02-0128-000	12306	HOWLAND PARK DR	PLYMOUTH	MI	48170	12306 HOWLAND PARK DR	PLYMOUTH	MI
R-78-044-01-0063-000	49512	COOKE AVE	PLYMOUTH	MI	48170	49512 COOKE AVE	PLYMOUTH	MI
R-78-044-01-0058-000	49820	COOKE AVE	PLYMOUTH	MI	48170	49820 COOKE AVE	PLYMOUTH	MI
R-78-044-02-0096-000	12416	HOWLAND PARK DR	PLYMOUTH	MI	48170	12416 HOWLAND PARK DR	PLYMOUTH	MI
R-78-044-01-0062-000	49568	COOKE AVE	PLYMOUTH	MI	48170	49568 COOKE AVE	PLYMOUTH	MI
R-78-044-02-0087-000	12621	BELTON CT	PLYMOUTH	MI	48170	12621 BELTON CT	PLYMOUTH	MI
R-78-044-02-0086-000	12599	BELTON CT	PLYMOUTH	MI	48170	12599 BELTON CT	PLYMOUTH	MI
R-78-044-02-0084-000	12557	HOWLAND PARK DR	PLYMOUTH	MI	48170	12557 HOWLAND PARK DR	PLYMOUTH	MI
R-78-044-02-0083-000	12537	HOWLAND PARK DR	PLYMOUTH	MI	48170	12537 HOWLAND PARK DR	PLYMOUTH	MI
R-78-044-02-0082-000	12515	HOWLAND PARK DR	PLYMOUTH	MI	48170	12515 HOWLAND PARK DR	PLYMOUTH	MI
R-78-044-02-0081-000	12495	HOWLAND PARK DR	PLYMOUTH	MI	48170	12495 HOWLAND PARK DR	PLYMOUTH	MI
R-78-044-02-0080-000	12473	HOWLAND PARK DR	PLYMOUTH	MI	48170	12473 HOWLAND PARK DR	PLYMOUTH	MI
R-78-044-02-0088-000	12608	BELTON CT	PLYMOUTH	MI	48170	12608 BELTON CT	PLYMOUTH	MI
R-78-044-02-0079-000	12453	HOWLAND PARK DR	PLYMOUTH	MI	48170	12453 HOWLAND PARK DR	PLYMOUTH	MI
R-78-044-02-0085-000	12579	BELTON CT	PLYMOUTH	MI	48170	12579 BELTON CT	PLYMOUTH	MI
R-78-044-02-0089-000	12584	BELTON CT	PLYMOUTH	MI	48170	12584 BELTON CT	PLYMOUTH	MI
R-78-044-02-0120-000	12558	HOWLAND PARK DR	PLYMOUTH	MI	48170	12558 HOWLAND PARK DR	PLYMOUTH	MI
R-78-044-02-0090-000	12560	HOWLAND PARK DR	PLYMOUTH	MI	48170	12560 HOWLAND PARK DR	PLYMOUTH	MI
R-78-044-02-0119-000	12559	HOWLAND PARK DR	PLYMOUTH	MI	48170	12559 HOWLAND PARK	PLYMOUTH	MI
R-78-044-02-0091-000	12536	HOWLAND PARK DR	PLYMOUTH	MI	48170	12536 HOWLAND PARK DR	PLYMOUTH	MI

Plymouth Commons

Exhibit 2

R-78-044-02-0125-000	12370 HOWLAND PARK DR	PLYMOUTH MI	48170 12370 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-02-0118-000	12535 HOWLAND PARK DR	PLYMOUTH MI	48170 12535 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-02-0092-000	12512 HOWLAND PARK DR	PLYMOUTH MI	48170 12512 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-02-0126-000	12348 HOWLAND PARK DR	PLYMOUTH MI	48170 12348 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-02-0115-000	49964 FULLER CT	PLYMOUTH MI	48170 49964 FULLER COURT	PLYMOUTH MI
R-78-044-02-0116-000	49936 FULLER CT	PLYMOUTH MI	48170 49936 FULLER CT	PLYMOUTH MI
R-78-044-02-0117-000	49906 FULLER CT	PLYMOUTH MI	48170 49906 FULLER CT	PLYMOUTH MI
R-78-044-02-0093-000	12488 HOWLAND PARK DR	PLYMOUTH MI	48170 12488 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-02-0127-000	12328 HOWLAND PARK DR	PLYMOUTH MI	48170 12328 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-01-0069-000	49410 COMMONS BLVD	PLYMOUTH MI	48170 49410 COMMONS BLVD	PLYMOUTH MI
R-78-044-01-0068-000	49420 COMMONS BLVD	PLYMOUTH MI	48170 49420 COMMONS BLVD	PLYMOUTH MI
R-78-044-01-0067-000	49426 COMMONS BLVD	PLYMOUTH MI	48170 49426 COMMONS BLVD	PLYMOUTH MI
R-78-044-02-0110-000	49905 FULLER CT	PLYMOUTH MI	48170 49905 FULLER CT	PLYMOUTH MI
R-78-044-02-0113-000	49991 FULLER CT	PLYMOUTH MI	48170 49991 FULLER CT	PLYMOUTH MI
R-78-044-02-0111-000	49935 FULLER CT	PLYMOUTH MI	48170 49935 FULLER CT	PLYMOUTH MI
R-78-044-02-0101-000	12296 HOWLAND PARK DR	PLYMOUTH MI	48170 12296 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-02-0112-000	49963 FULLER CT	PLYMOUTH MI	48170 49963 FULLER CT	PLYMOUTH MI
R-78-044-02-0100-000	12320 HOWLAND PARK DR	PLYMOUTH MI	48170 12320 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-02-0129-000	12286 HOWLAND PARK DR	PLYMOUTH MI	48170 12286 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-02-0109-000	12439 HOWLAND PARK DR	PLYMOUTH MI	48170 12439 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-02-0130-000	12264 HOWLAND PARK DR	PLYMOUTH MI	48170 12264 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-02-0103-000	12321 HOWLAND PARK DR	PLYMOUTH MI	48170 12321 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-02-0102-000	12295 HOWLAND PARK DR	PLYMOUTH MI	48170 12295 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-02-0107-000	12415 HOWLAND PARK DR	PLYMOUTH MI	48170 12415 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-02-0104-000	12345 HOWLAND PARK DR	PLYMOUTH MI	48170 12345 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-02-0105-000	12367 HOWLAND PARK DR	PLYMOUTH MI	48170 12367 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-02-0106-000	12393 HOWLAND PARK DR	PLYMOUTH MI	48170 12393 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-01-0039-000	49990 STANDISH CT	PLYMOUTH MI	48170 49990 STANDISH CT	PLYMOUTH MI
R-78-044-01-0040-000	49966 STANDISH CT	PLYMOUTH MI	48170 49966 STANDISH CT	PLYMOUTH MI
R-78-044-01-0038-000	50018 STANDISH CT	PLYMOUTH MI	48170 50018 STANDISH CT	PLYMOUTH MI
R-78-044-01-0037-000	50046 STANDISH CT	PLYMOUTH MI	48170 50046 STANDISH CT	PLYMOUTH MI
R-78-044-01-0003-000	49455 COOKE AVE	PLYMOUTH MI	48170 49455 COOKE AVE	PLYMOUTH MI
R-78-044-02-0108-000	12427 HOWLAND PARK DR	PLYMOUTH MI	48170 12427 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-01-0066-000	49428 COOKE AVE	PLYMOUTH MI	48170 49428 COOKE AVE	PLYMOUTH MI

Plymouth Commons

Exhibit 2

R-78-044-01-0065-000	49456 COOKE AVE	PLYMOUTH MI	48170 49456 COOKE AVE	PLYMOUTH MI
R-78-044-01-0043-000	49989 STANDISH CT	PLYMOUTH MI	48170 49989 STANDISH CT	PLYMOUTH MI
R-78-044-01-0042-000	49961 STANDISH CT	PLYMOUTH MI	48170 49961 STANDISH CT	PLYMOUTH MI
R-78-044-01-0044-000	50027 STANDISH CT	PLYMOUTH MI	48170 50027 STANDISH COURT	PLYMOUTH MI
R-78-044-01-0045-000	50045 STANDISH CT	PLYMOUTH MI	48170 50045 STANDISH CT	PLYMOUTH MI
R-78-044-01-0004-000	49483 COOKE AVE	PLYMOUTH MI	48170 49483 COOKE AVE	PLYMOUTH MI
R-78-044-01-0064-000	49484 COOKE AVE	PLYMOUTH MI	48170 49484 COOKE AVE	PLYMOUTH MI
R-78-044-01-0056-000	49848 COOKE AVE	PLYMOUTH MI	48170 49848 COOKE AVE	PLYMOUTH MI
R-78-044-01-0054-000	49890 COOKE AVE	PLYMOUTH MI	48170 49890 COOKE AVE	PLYMOUTH MI
R-78-044-01-0057-000	49834 COOKE AVE	PLYMOUTH MI	48170 49834 COOKE	PLYMOUTH MI
R-78-044-01-0053-000	49904 COOKE AVE	PLYMOUTH MI	48170 49904 COOKE AVE	PLYMOUTH MI
R-78-044-01-0005-000	49511 COOKE AVE	PLYMOUTH MI	48170 49511 COOKE AVE	PLYMOUTH MI
R-78-044-01-0055-000	49876 COOKE AVE	PLYMOUTH MI	48170 49876 COOKE AVE	PLYMOUTH MI
R-78-044-01-0046-000	12052 HOWLAND PARK DR	PLYMOUTH MI	48170 12052 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-01-0052-000	49930 COOKE AVE	PLYMOUTH MI	48170 49930 COOKE AVE	PLYMOUTH MI
R-78-044-01-0006-000	49539 COOKE AVE	PLYMOUTH MI	48170 49539 COOKE AVE	PLYMOUTH MI
R-78-044-01-0059-000	49792 COOKE AVE	PLYMOUTH MI	48170 49792 COOKE AVE	PLYMOUTH MI
R-78-044-01-0061-000	49680 COOKE AVE	PLYMOUTH MI	48170 49680 COOKE AVE	PLYMOUTH MI
R-78-044-01-0047-000	11976 HOWLAND PARK DR	PLYMOUTH MI	48170 11976 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-01-0060-000	49736 COOKE AVE	PLYMOUTH MI	48170 49736 COOKE AVE	PLYMOUTH MI
R-78-044-01-0051-000	49960 COOKE AVE	PLYMOUTH MI	48170 49960 COOKE AVE	PLYMOUTH MI
R-78-044-01-0017-000	49847 COOKE AVE	PLYMOUTH MI	48170 49847 COOKE	PLYMOUTH MI
R-78-044-01-0018-000	49875 COOKE AVE	PLYMOUTH MI	48170 49875 COOKE AVE	PLYMOUTH MI
R-78-044-01-0019-000	49903 COOKE AVE	PLYMOUTH MI	48170 49903 COOKE AVE	PLYMOUTH MI
R-78-044-01-0048-000	50044 COOKE AVE	PLYMOUTH MI	48170 50044 COOKE AVE	PLYMOUTH MI
R-78-044-01-0049-000	50016 COOKE AVE	PLYMOUTH MI	48170 50016 COOKE AVE	PLYMOUTH MI
R-78-044-01-0050-000	49988 COOKE AVE	PLYMOUTH MI	48170 49988 COOKE AVE	PLYMOUTH MI
R-78-044-01-0007-000	49567 COOKE AVE	PLYMOUTH MI	48170 49567 COOKE AVE	PLYMOUTH MI
R-78-044-01-0020-000	49931 COOKE AVE	PLYMOUTH MI	48170 49931 COOKE AVE	PLYMOUTH MI
R-78-044-01-0008-000	49595 WINSLOW CT	PLYMOUTH MI	48170 49595 WINSLOW COURT	PLYMOUTH MI
R-78-044-01-0011-000	49679 COOKE AVE	PLYMOUTH MI	48170 49679 COOKE AVE	PLYMOUTH MI
R-78-044-01-0021-000	49959 COOKE AVE	PLYMOUTH MI	48170 49959 COOKE AVE	PLYMOUTH MI
R-78-044-01-0010-000	49651 WINSLOW CT	PLYMOUTH MI	48170 49651 WINSLOW CT	PLYMOUTH MI
R-78-044-01-0009-000	49623 WINSLOW CT	PLYMOUTH MI	48170 49623 WINSLOW CT	PLYMOUTH MI

Plymouth Commons
Exhibit 2

R-78-044-01-0014-000	49763 COOKE AVE	PLYMOUTH MI	48170 49763 COOKE AVE	PLYMOUTH MI
R-78-044-01-0012-000	49707 COOKE AVE	PLYMOUTH MI	48170 49707 COOKE AVE	PLYMOUTH MI
R-78-044-01-0025-000	11752 HOPKINS DR	PLYMOUTH MI	48170 11752 HOPKINS DR	PLYMOUTH MI
R-78-044-01-0013-000	49735 COOKE AVE	PLYMOUTH MI	48170 49735 COOKE AVE	PLYMOUTH MI
R-78-044-01-0022-000	49973 COOKE AVE	PLYMOUTH MI	48170 49973 COOKE AVE	PLYMOUTH MI
R-78-044-01-0026-000	11676 HOPKINS DR	PLYMOUTH MI	48170 11676 HOPKINS DR	PLYMOUTH MI
R-78-044-02-0114-000	49992 FULLER CT	PLYMOUTH MI	48170 49992 FULLER CT	PLYMOUTH MI
R-78-044-01-0036-000	12243 HOWLAND PARK DR	PLYMOUTH MI	48170 12243 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-01-0035-000	12221 HOWLAND PARK DR	PLYMOUTH MI	48170 12221 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-01-0034-000	12201 HOWLAND PARK DR	PLYMOUTH MI	48170 12201 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-01-0033-000	12125 HOWLAND PARK DR	PLYMOUTH MI	48170 12125 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-01-0032-000	12051 HOWLAND PARK DR	PLYMOUTH MI	48170 12051 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-01-0029-000	11827 HOPKINS DR	PLYMOUTH MI	48170 11827 HOPKINS DR	PLYMOUTH MI
R-78-044-01-0028-000	11751 HOPKINS DR	PLYMOUTH MI	48170 11751 HOPKINS	PLYMOUTH MI
R-78-044-02-0073-000	12327 HOWLAND PARK DR	PLYMOUTH MI	48170 12327 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-02-0072-000	12305 HOWLAND PARK DR	PLYMOUTH MI	48170 12305 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-02-0071-000	12285 HOWLAND PARK DR	PLYMOUTH MI	48170 12285 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-02-0070-000	12263 HOWLAND PARK DR	PLYMOUTH MI	48170 12263 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-02-0078-000	12431 HOWLAND PARK DR	PLYMOUTH MI	48170 12431 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-02-0076-000	12389 HOWLAND PARK DR	PLYMOUTH MI	48170 12389 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-02-0077-000	12411 HOWLAND PARK DR	PLYMOUTH MI	48170 12411 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-02-0075-000	12369 HOWLAND PARK DR	PLYMOUTH MI	48170 12369 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-02-0074-000	12347 HOWLAND PARK DR	PLYMOUTH MI	48170 12347 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-01-0031-000	11975 HOWLAND PARK DR	PLYMOUTH MI	48170 11975 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-01-0030-000	11901 HOWLAND PARK DR	PLYMOUTH MI	48170 11901 HOWLAND PARK DR	PLYMOUTH MI
R-78-044-01-0027-000	11675 HOPKINS DR	PLYMOUTH MI	48170 11675 HOPKINS DR	PLYMOUTH MI
R-78-044-02-0121-300	12516 HOWLAND PARK DR	PLYMOUTH MI	48170 12516 HOWLAND PARK DR	PLYMOUTH MI

RESOLUTION

A regular meeting of the Township Board of the Township of Plymouth, County of Wayne, Michigan, held on March 1, 2016 at seven o'clock p.m., Eastern Standard Time.

PRESENT: Members

ABSENT: Members

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the Township has received Petitions from record owners of land for the creation of a Special Assessment District for road paving improvements in the Plymouth Commons Subdivision pursuant to Public Act 188 of 1954, as amended (MCLA 41.721 *et seq*) and the Township Supervisor has filed his/her Certificate setting forth that the percentage of record owners of land by front footage within the District is not less than 51%; and

WHEREAS, the Board of Trustees of the Charter Township of Plymouth has caused to prepared plans, specifications, and estimates of costs for the road rehabilitation of the hereinafter describes streets and said plans, specifications, and estimated of costs were filed with the Township Clerk for public examination; and

WHEREAS, in accordance with the Notice of Special Assessment Hearing, the same being published and mailed in accordance with law and statute provided as shown by affidavits pertaining thereto on file with the Township Clerk, a hearing was scheduled and conducted on the 9th day of February 2016, commencing at 7:00 o'clock p.m. and all persons given the opportunity to be heard in the matter; and

NOW THEREFORE, BE IT RESOLVED THAT:

(1) The Township Board hereby determines to make the improvements described as the construction of the aforesaid public improvements and more particularly described hereinafter:

The proposed improvements to the existing two-lane concrete roadway with integral curb and gutter shall consist of partial pavement replacement by way of slab replacement, partial slab replacement, longitudinal and transverse joint repair, subgrade preparation, crack sealing, and miscellaneous driveway work, sidewalk ramp, drainage structure modification or subgrade underdrain installation, which may be needed to facilitate the replacement of road pavement only, or as required by County of Wayne. The project commences at the west right-of-way line of Ridge

Road, and proceeds westerly on Commons Boulevard approximately 390 feet to the intersection at Howland Park Drive, then proceeds along Howland Park Drive approximately 4,575 feet from the intersection at Commons Boulevard to the intersection at Hopkins Drive, then proceeds easterly along Cooke Avenue approximately 3,020 feet from the intersection at Hopkins Drive to the intersection at Commons Boulevard. The project also includes Hopkins Drive commencing at the intersection of Cooke Avenue and proceeding southerly approximately 420 feet to the north right-of way line of Powell Road, and Winslow Court commencing at the intersection with Cooke Avenue and proceeding southeasterly approximately 195 feet to its point of termination, and Fuller Court commencing at the intersection with Howland Park Drive and proceeding westerly approximately 435 feet to its point of termination, and Belton Court commencing at the intersection of Howland Park Drive and proceeding northeasterly approximately 240 feet to its point of termination, and Standish Court commencing at the intersection of Howland Park Drive and proceeding easterly approximately 495 feet to its point of termination.

(2) The Township Board hereby approves the plans and estimate of cost in the sum of \$861,200 as prepared by the registered engineer and hereby determined that the petition or the improvement described above is sufficient. Of the aforesaid total cost of the project, the sum of \$861,200 will be spread against the Special Assessment District.

(3) The Township Board finally determines that the Special Assessment District shall consist of the following described property:

The district limit for frontage along Commons Boulevard, Howland Park Drive, Cooke Avenue, Hopkins Drive, Winslow Court, Fuller Court, Belton Court, and Standish Court consists of Lots 1 through 130 of Plymouth Commons Subdivision, located in the Southeast $\frac{1}{4}$ of Section 30, T.1S, R.8E, of Plymouth Township, Wayne County, Michigan.

(4) The Supervisor is hereby directed to make a special assessment roll in which shall be described all the parcels of land to be assessed as above set forth with the name(s) of the owners thereof, of known, and the total amount to be assessed against each parcel of land, which amount shall be such relative portion of the whole sum to be levied against all parcels of land in the assessment district as the benefit to such parcel of land bears to the total benefit to all parcels of land in the Special Assessment District.

5. When the Supervisor shall have completed the special assessment roll, he shall affix thereto his certificate stating that said roll was made pursuant to a resolution of the Township Board of the Township of Plymouth adopted March 1, 2016, and that in making the assessment roll he has, according to his best judgment, confirmed in all respects to the directions contained in said resolution and the statutes of the State

of Michigan, and the Supervisor shall then report the special assessment roll with his certificate attached thereto to the Township Board.

6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members: _____

NAYS: Members: _____

NANCY CONZELMAN, CLERK

1954 PA 188 PROCEEDING CERTIFICATE

To the Clerk and Township Board
Charter Township of Plymouth, Wayne County, Michigan

Dear Officials:

This is to certify that I, Shannon Price, the Supervisor and Assessing Officer of the Charter Township of Plymouth, Wayne County, Michigan, being the person having charge of the assessment roll of said Township, have checked the attached petitions for the paving project for the Plymouth Commons Subdivision and I do hereby certify that said petitions have been signed by the record owners of 51% or more of the total front footage within the boundaries as described upon the petitions.

I further certify that the total road front footage within the district equals 19,431.35 lineal feet. The total front footage signed for by the record owners within the proposed district equals 11,825.19 lineal feet.




I do hereby certify that the assessment roll and all assessment records have been verified with the records of the Register of Deeds for Wayne County, as to the record owners of all property within the Township of Plymouth and within the Plymouth Commons Subdivision are set forth in said petitions on the date of filing the petitions.

Respectfully submitted,

Shannon Price, Supervisor
Charter Township of Plymouth



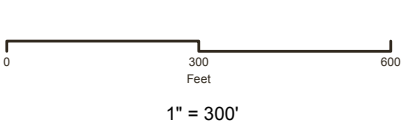
Plymouth Commons
S.A.D Limits & Support
Plymouth Township

-  Plymouth Commons SAD
(Potential Limits)
-  Support
-  No Support

Key
Street Number: 49411
Lot Number: 1

Total Number of Lots: 130

Total Number of Lots in Support: 78



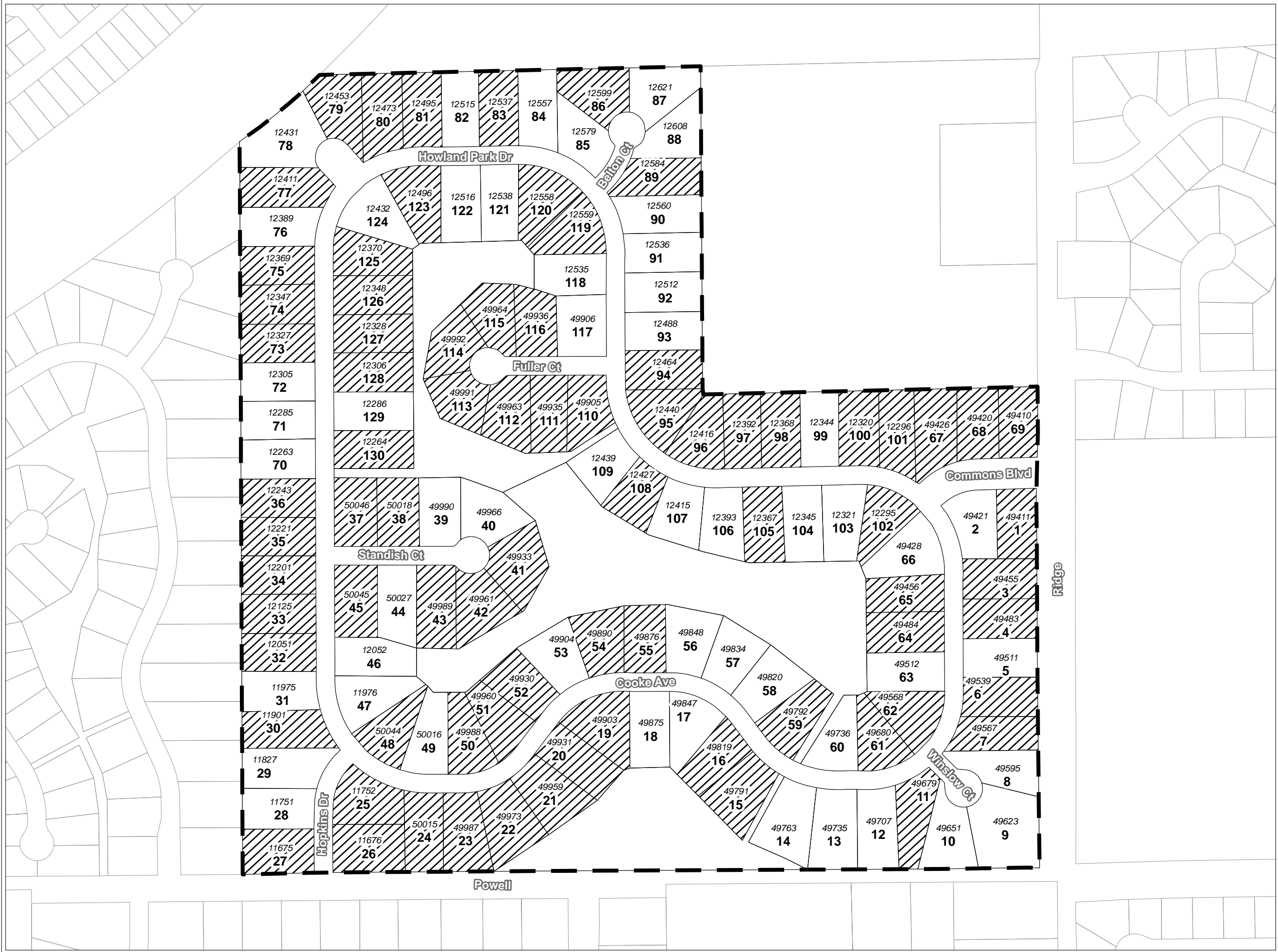
Source: Data provided by Wayne County and Plymouth Township. OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: NAD 1983 StatePlane Michigan South FIPS 2113 Int'l Feet

Map Published: February 24, 2016



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PRELIMINARY OPINION OF CONSTRUCTION COST
for
PLYMOUTH COMMONS ROAD REHABILITATION SAD
Plymouth Township, Wayne County, MI
December 15, 2015

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
1	Mobilization, Max. 5%	1	LSUM	\$ 27,500.00	\$ 27,500
2	Audio-Video Route Survey	1	LSUM	\$ 2,500.00	\$ 2,500
3	Erosion Control, Silt Fence	200	FOOT	\$ 2.50	\$ 500
4	Erosion Control, Inlet Protection	18	EACH	\$ 250.00	\$ 4,500
5	Conc Pavt, Rem (Roadway Repairs)	6,500	SYD	\$ 15.00	\$ 97,500
6	Conc Pavt, Rem (Drives)	75	SYD	\$ 18.00	\$ 1,350
7	Conc Sidewalk, Rem	37	SYD	\$ 9.00	\$ 333
8	Subgrade Undercutting, Type II, Modified	125	CYD	\$ 35.00	\$ 4,375
9	Aggregate Base, CIP, Limestone	400	TON	\$ 25.00	\$ 10,000
10	Conc Pavt, Longitudinal Joint Repair	1,500	SYD	\$ 87.00	\$ 130,500
11	Conc Pavt, Full Depth Slab Repair	5,000	SYD	\$ 60.00	\$ 300,000
12	Conc Pavt, Drives	75	SYD	\$ 55.00	\$ 4,125
13	Conc, Sidewalk, 4"	325	SFT	\$ 5.00	\$ 1,625
14	Drainage Structure Cover, Adjust	12	EACH	\$ 450.00	\$ 5,400
15	Underdrain, 6"	450	FT	\$ 15.00	\$ 6,750
16	Drainage Structure Tap	16	EACH	\$ 250.00	\$ 4,000
17	Route and Seal Joint	12,000	FT	\$ 1.20	\$ 14,400
18	Topsoil, Seed & Mulch	1,200	SYD	\$ 6.00	\$ 7,200
19	Maintaining Traffic	1	LSUM	\$ 10,000.00	\$ 10,000
20	Sign, Remove and Reset	10	EACH	\$ 100.00	\$ 1,000
21	Post, Mailbox, Remove and Reset	40	EACH	\$ 125.00	\$ 5,000
22	Landscaping Allowance	1	EACH	\$ 8,500.00	\$ 8,500
10% Contingency					\$ 64,706
TOTAL CONSTRUCTION COST					\$ 711,800
ENGINEERING FEES (Preliminary Design, Final Design, CA/CE)					\$ 149,360
TOTAL ESTIMATED PROJECT COST					\$ 861,200
WAYNE COUNTY CONTRIBUTION AMOUNT					\$ 127,565
TOTAL NO. LOTS					130
ESTIMATED ASSESSMENT/LOT					\$ 5,650

**SPECIAL ASSESSMENT DISTRICT TENTATIVE ASSESSMENT ROLL
PLYMOUTH COMMONS SUBDIVISION**

Assumptions:

1) Frontage is defined by properties abutting Commons Boulevard, Cooke Avenue, Winslow Court, Hopkins Drive, Howland Park Drive, Standish Court, Belton Court, and Fuller Court

Tax ID Number	Owner	LOT #	FRONTAGE		SIGNED		UNITS	SIGNED	ADDRESS
R-78-044-01-0001	KUCHTA, BRAD / SUSAN	1	134.00	FL	134.00	FL	1	1	49411 COMMONS BLVD
R-78-044-01-0002	SMITH, ROGER / DANA	2	373.27	FL	-	FL	1		49421 COMMONS BLVD
R-78-044-01-0003	FISCHER, ALAN / JENNIFER	3	124.27	FL	124.27	FL	1	1	49455 COOK AVENUE
R-78-044-01-0004	BORLAZA, DANIEL / ELIZABET	4	125.00	FL	125.00	FL	1	1	49483 COOK AVENUE
R-78-044-01-0005	DAWSON, STEVEN	5	125.00	FL	-	FL	1		49511 COOK AVENUE
R-78-044-01-0006	SCHREINER, DAVID / TAIA	6	125.75	FL	125.75	FL	1	1	49539 COOK AVENUE
R-78-044-01-0007	DINE, ERMIR / ELENA	7	131.15	FL	131.15	FL	1	1	49567 COOK AVENUE
R-78-044-01-0008	VARUGHESE, ABRAHAM / GRACY	8	184.55	FL	-	FL	1		49595 WINSLOW COURT
R-78-044-01-0009	JACOBSON, DAVID / MARY	9	88.75	FL	-	FL	1		49623 WINSLOW COURT
R-78-044-01-0010	CUTSINGER, MICHAEL / TAMRA	10	147.88	FL	-	FL	1		49651 WINSLOW COURT
R-78-044-01-0011	KATARIA, BRAHM / PREETY	11	173.31	FL	173.31	FL	1	1	49679 COOK AVENUE
R-78-044-01-0012	BURLEY, DOUGLAS / CHERI	12	123.09	FL	-	FL	1		49707 COOK AVENUE
R-78-044-01-0013	KHURANA, RAM-PUSHPA	13	118.92	FL	-	FL	1		49735 COOK AVENUE
R-78-044-01-0014	ZHANG, CHAO / SARAH WU	14	121.77	FL	-	FL	1		49763 COOK AVENUE
R-78-044-01-0015	VENTURA, JOSEPH	15	110.47	FL	110.47	FL	1	1	49791 COOK AVENUE
R-78-044-01-0016	JIMENEZ, IVAN-JOSEFA	16	151.60	FL	151.60	FL	1	1	49819 COOK AVENUE
R-78-044-01-0017	BANSAL, SURESH / RASHMI	17	210.00	FL	-	FL	1		49847 COOK AVENUE
R-78-044-01-0018	SCHULTZ, LYNDA / RONALD	18	125.00	FL	-	FL	1		49875 COOK AVENUE
R-78-044-01-0019	JAKOVLESKI, BOGOJUB / VIOLET	19	247.98	FL	247.98	FL	1	1	49903 COOK AVENUE
R-78-044-01-0020	SEKHON, RATTAN / MANJIT	20	127.01	FL	127.01	FL	1	1	49931 COOK AVENUE
R-78-044-01-0021	POLCYN, STEVEN M	21	112.88	FL	112.88	FL	1	1	49959 COOK AVENUE
R-78-044-01-0022	NASSAR, CHRISTINA	22	109.86	FL	109.86	FL	1	1	49973 COOK AVENUE
R-78-044-01-0023	PENDERGRASS, BRYAN / GAYLE	23	117.76	FL	117.76	FL	1	1	49987 COOK AVENUE
R-78-044-01-0024	GILBERT, SCOTT / SARAH	24	125.29	FL	125.29	FL	1	1	50015 COOK AVENUE
R-78-044-01-0025	PATNI, ABAS-ZARINA	25	400.74	FL	400.74	FL	1	1	11752 HOPKINS DRIVE
R-78-044-01-0026	BALL JR, ROBERT / LAURA	26	157.00	FL	157.00	FL	1	1	11676 HOPKINS DRIVE
R-78-044-01-0027	ANTONELLI, LARRY / CHRISTIANNE	27	147.50	FL	147.50	FL	1	1	11675 HOPKINS DRIVE
R-78-044-01-0028	RESEAR, JENNIFER	28	131.57	FL	-	FL	1		11751 HOPKINS DRIVE
R-78-044-01-0029	CHUN, WOOSANG	29	150.28	FL	-	FL	1		11827 HOPKINS DRIVE
R-78-044-01-0030	BRUFORD, ALLAN	30	139.48	FL	139.48	FL	1	1	11901 HOWLAND PARK DRIVE
R-78-044-01-0031	GERIC, JOSEPH M	31	125.97	FL	-	FL	1		11975 HOWLAND PARK DRIVE
R-78-044-01-0032	WOOLFORD, PETER	32	125.00	FL	125.00	FL	1	1	12051 HOWLAND PARK DRIVE
R-78-044-01-0033	JARZAB, JOSEF / ALICJA	33	125.00	FL	125.00	FL	1	1	12125 HOWLAND PARK DRIVE
R-78-044-01-0034	HERMAN, MICHELLE	34	125.00	FL	125.00	FL	1	1	12201 HOWLAND PARK DRIVE
R-78-044-01-0035	WOODY, KEVIN C	35	125.00	FL	125.00	FL	1	1	12221 HOWLAND PARK DRIVE
R-78-044-01-0036	HANNON, PATRICK / JEAN	36	125.00	FL	125.00	FL	1	1	12243 HOWLAND PARK DRIVE
R-78-044-01-0037	ESLER, CRAIG / PAMELA	37	358.00	FL	358.00	FL	1	1	50046 STANDISH COURT
R-78-044-01-0038	BURNIAC, JARED	38	135.00	FL	135.00	FL	1	1	50018 STANDISH COURT
R-78-044-01-0039	SWEIS, HANI / SHAA	39	143.14	FL	-	FL	1		49990 STANDISH COURT
R-78-044-01-0040	TEREBA, RICHARD	40	96.25	FL	-	FL	1		49966 STANDISH COURT
R-78-044-01-0041	HOFFMAN, BARRY / MARY ANN	41	81.02	FL	81.02	FL	1	1	49933 STANDISH COURT
R-78-044-01-0042	LEON, MOUFID / DEBRA	42	107.99	FL	107.99	FL	1	1	49961 STANDISH COURT
R-78-044-01-0043	MASSEY, HARVE S.	43	125.69	FL	125.69	FL	1	1	49989 STANDISH COURT
R-78-044-01-0044	RAGHUNATHAN, KRISHNAMACHRI-M	44	125.00	FL	-	FL	1		50027 STANDISH COURT
R-78-044-01-0045	NICHOLS, DAVID / RACHEL	45	356.50	FL	356.50	FL	1	1	50045 STANDISH COURT
R-78-044-01-0046	DESAI, NARENDRA	46	125.00	FL	-	FL	1		12052 COOK AVENUE
R-78-044-01-0047	DEBIASI, CHARLES	47	191.26	FL	-	FL	1		11976 COOK AVENUE
R-78-044-01-0048	BODIE, CHRISTINE JENNIFER	48	205.94	FL	205.94	FL	1	1	50044 COOK AVENUE
R-78-044-01-0049	KOLB, RYAN / LISA	49	159.98	FL	-	FL	1		50016 COOK AVENUE
R-78-044-01-0050	STOFER, WILLIAM / CAROL	50	171.17	FL	171.17	FL	1	1	49988 COOK AVENUE
R-78-044-01-0051	ROWINSKI, JEFFREY / ANNETTE	51	180.99	FL	180.99	FL	1	1	49960 COOK AVENUE
R-78-044-01-0052	MIKOLA, JAMES / VIVIAN	52	117.87	FL	117.87	FL	1	1	49930 COOK AVENUE
R-78-044-01-0053	CHAN, KENNETH	53	111.31	FL	-	FL	1		49904 COOK AVENUE
R-78-044-01-0054	TUSTIAN, ROBERT / JENNIFER	54	112.43	FL	112.43	FL	1	1	49890 COOK AVENUE
R-78-044-01-0055	BERNARDI, JOHN	55	135.00	FL	135.00	FL	1	1	49876 COOK AVENUE
R-78-044-01-0056	PATEL, RAJESH	56	112.43	FL	-	FL	1		49848 COOK AVENUE
R-78-044-01-0057	HULL, DOUGLAS / KATH	57	111.31	FL	-	FL	1		49834 COOK AVENUE
R-78-044-01-0058	TOPPLEWSKI, RICHARD / KATHRYN	58	115.01	FL	-	FL	1		49820 COOK AVENUE
R-78-044-01-0059	SALLOUM, ISSA / MUNA	59	176.70	FL	176.70	FL	1	1	49792 COOK AVENUE
R-78-044-01-0060	TRAJLOV, VUKASIN / SOFIJA	60	194.61	FL	-	FL	1		79736 COOK AVENUE
R-78-044-01-0061	BEYDOUN, ALI / MONA	61	205.35	FL	205.35	FL	1	1	49680 COOK AVENUE
R-78-044-01-0062	MATTA, FOUD / SAADA	62	234.44	FL	234.44	FL	1	1	49568 COOK AVENUE
R-78-044-01-0063	SOUTHERLAND, JOHN / COLLEEN	63	125.00	FL	-	FL	1		49512 COOK AVENUE
R-78-044-01-0064	CELESTE, STEVEN / JOSIE	64	125.00	FL	125.00	FL	1	1	49484 COOK AVENUE
R-78-044-01-0065	GAFFNEY, KENNETH / MAUREEN	65	128.26	FL	128.26	FL	1	1	49456 COOK AVENUE
R-78-044-01-0066	ELHAI, MOHAMMAD	66	214.06	FL	-	FL	1		49428 COOK AVENUE
R-78-044-01-0067	PIERSON, MICHELLE / CURT	67	147.42	FL	147.42	FL	1	1	49426 COMMONS BLVD
R-78-044-01-0068	LIU, KUN	68	132.18	FL	132.18	FL	1	1	49420 COMMONS BLVD
R-78-044-01-0069	DOVE, RICHARD / CHERYL	69	130.70	FL	130.70	FL	1	1	49410 COMMONS BLVD
R-78-044-02-0070	LAHTI, JOHN / DIANE	70	125.00	FL	-	FL	1		12263 HOWLAND PARK DRIVE
R-78-044-02-0071	CROFT, ROBERT / ROCIA	71	125.00	FL	-	FL	1		12285 HOWLAND PARK DRIVE
R-78-044-02-0072	SUSSINE, JOSEPH / SHARON	72	125.00	FL	-	FL	1		12305 HOWLAND PARK DRIVE
R-78-044-02-0073	GHAREEB, GEORGE / NABELAH	73	125.00	FL	125.00	FL	1	1	12327 HOWLAND PARK DRIVE
R-78-044-02-0074	BIRKS, BRIAN / MARY	74	125.00	FL	125.00	FL	1	1	12347 HOWLAND PARK DRIVE
R-78-044-02-0075	KOPACKO, LAWRENCE / MICHELLE	75	125.02	FL	125.02	FL	1	1	12369 HOWLAND PARK DRIVE
R-78-044-02-0076	KAFILA, MICHAEL / GRETCHEN	76	130.37	FL	-	FL	1		12389 HOWLAND PARK DRIVE
R-78-044-02-0077	DAVIS, HAROLD / ADRIENNE	77	129.05	FL	129.05	FL	1	1	12411 HOWLAND PARK DRIVE
R-78-044-02-0078	SCHWARTZ, STEVE	78	90.81	FL	-	FL	1		12431 HOWLAND PARK DRIVE
R-78-044-02-0079	JAMES, THOMAS / ANGELA	79	148.44	FL	148.44	FL	1	1	12453 HOWLAND PARK DRIVE
R-78-044-02-0080	AYOUB, SALIM	80	134.35	FL	134.35	FL	1	1	12473 HOWLAND PARK DRIVE
R-78-044-02-0081	KRAUSE, ARNO / CATHERINE	81	125.20	FL	125.20	FL	1	1	12495 HOWLAND PARK DRIVE
R-78-044-02-0082	DRISCOLL, ERIC	82	125.00	FL	-	FL	1		12515 HOWLAND PARK DRIVE
R-78-044-02-0083	DUBAL, PRAFUL C	83	125.00	FL	125.00	FL	1	1	12537 HOWLAND PARK DRIVE
R-78-044-02-0084	DELCOL, FRANK / KIMBERLY	84	127.76	FL	-	FL	1		12557 HOWLAND PARK DRIVE
R-78-044-02-0085	GEORGE, STEVE S	85	329.34	FL	-	FL	1		12579 HOWLAND PARK DRIVE
R-78-044-02-0086	ADKINS, DAVID / PATRICIA	86	94.12	FL	94.12	FL	1	1	12599 BELTON COURT
R-78-044-02-0087	SERAFIMOVSKI, DJORDJE	87	92.81	FL	-	FL	1		12621 BELTON COURT
R-78-044-02-0088	ARELLA, PATRICK / DAWN	88	115.11	FL	-	FL	1		12608 BELTON COURT
R-78-044-02-0089	BOROS, STEVE / JOELLE	89	149.08	FL	149.08	FL	1	1	12584 BELTON COURT
R-78-044-02-0090	MCKEY, AARON / VIVIAN	90	126.14	FL	-	FL	1		12560 HOWLAND PARK DRIVE
R-78-044-02-0091	MCGUE, JERRY / SHELLEY	91	125.18	FL	-	FL	1		12536 HOWLAND PARK DRIVE
R-78-044-02-0092	TIMBERLAKE, MITCHELL /LORI	92	125.00	FL	-	FL	1		12512 HOWLAND PARK DRIVE

**SPECIAL ASSESSMENT DISTRICT TENTATIVE ASSESSMENT ROLL
PLYMOUTH COMMONS SUBDIVISION**

Assumptions:

1) Frontage is defined by properties abutting Commons Boulevard, Cooke Avenue, Winslow Court, Hopkins Drive, Howland Park Drive, Standish Court, Belton Court, and Fuller Court

Tax ID Number	Owner	LOT #	FRONTAGE		SIGNED		UNITS	SIGNED	ADDRESS
R-78-044-02-0093	GERBER, KRAIG / KATHERINE	93	125.00	Fl.	-	Fl.	1		12488 HOWLAND PARK DRIVE
R-78-044-02-0094	MARTIN, DAVID / ROSEMARY	94	125.60	Fl.	125.60	Fl.	1	1	12464 HOWLAND PARK DRIVE
R-78-044-02-0095	HORTON, JEFFREY	95	254.36	Fl.	254.36	Fl.	1	1	12440 HOWLAND PARK DRIVE
R-78-044-02-0096	MORAN, RENEE J	96	188.80	Fl.	188.80	Fl.	1	1	12416 HOWLAND PARK DRIVE
R-78-044-02-0097	HACHIGIAN, LEVON / SUSAN	97	125.00	Fl.	125.00	Fl.	1	1	12392 HOWLAND PARK DRIVE
R-78-044-02-0098	SCHLOOP, WAYNE / MARY ANN	98	125.00	Fl.	125.00	Fl.	1	1	12368 HOWLAND PARK DRIVE
R-78-044-02-0099	SCHWARTZ, ROBERT / MICHELLE	99	125.00	Fl.	-	Fl.	1		12344 HOWLAND PARK DRIVE
R-78-044-02-0100	METTER, CARL / KATHY	100	125.44	Fl.	125.44	Fl.	1	1	12320 HOWLAND PARK DRIVE
R-78-044-02-0101	SOLTANI, EBRAHIM	101	137.11	Fl.	137.11	Fl.	1	1	12293 HOWLAND PARK DRIVE
R-78-044-02-0102	WILLMAN, JEFFERY	102	204.88	Fl.	204.88	Fl.	1	1	12295 HOWLAND PARK DRIVE
R-78-044-02-0103	HARRISON, KENNETH / DIANE	103	147.07	Fl.	-	Fl.	1		12321 HOWLAND PARK DRIVE
R-78-044-02-0104	SHAM TTEE, ANNA	104	125.00	Fl.	-	Fl.	1		12345 HOWLAND PARK DRIVE
R-78-044-02-0105	CHOI, DANIEL DOO / YOUNG W	105	125.00	Fl.	125.00	Fl.	1	1	12367 HOWLAND PARK DRIVE
R-78-044-02-0106	JORDANO JR, JOSEPH / REBECCA	106	120.09	Fl.	-	Fl.	1		12393 HOWLAND PARK DRIVE
R-78-044-02-0107	SHARMA, GAURAVE	107	142.67	Fl.	-	Fl.	1		12415 HOWLAND PARK DRIVE
R-78-044-02-0108	DAMRON, ROBERT / ELAINE	108	112.66	Fl.	112.66	Fl.	1	1	12427 HOWLAND PARK DRIVE
R-78-044-02-0109	HERMAN, LAWRENCE / SUSAN	109	112.67	Fl.	-	Fl.	1		12439 HOWLAND PARK DRIVE
R-78-044-02-0110	GOSSMAN JR, LEONARD	110	297.75	Fl.	297.75	Fl.	1	1	49905 FULLER COURT
R-78-044-02-0111	ROTOLE, RONALD / CHERYL	111	125.00	Fl.	125.00	Fl.	1	1	49935 FULLER COURT
R-78-044-02-0112	TAMMARO, NANCY / GARY	112	128.27	Fl.	128.27	Fl.	1	1	49963 FULLER COURT
R-78-044-02-0113	SRIVASTA, KRISHNA K	113	88.89	Fl.	88.89	Fl.	1	1	49991 FULLER COURT
R-78-044-02-0114	PATEL, BHRUGANG / PARU	114	81.01	Fl.	81.01	Fl.	1	1	49992 FULLER COURT
R-78-044-02-0115	FEDERICKS, TIMOTHY / JANET	115	116.40	Fl.	116.40	Fl.	1	1	49964 FULLER COURT
R-78-044-02-0116	QAMAR, AZFAR	116	135.00	Fl.	135.00	Fl.	1	1	49936 FULLER COURT
R-78-044-02-0117	DOHADWALA, SHABBIR / BILKIS	117	370.00	Fl.	-	Fl.	1		49906 FULLER COURT
R-78-044-02-0118	BYERS, MARY JEAN	118	130.00	Fl.	-	Fl.	1		12535 HOWLAND PARK DRIVE
R-78-044-02-0119	VAN ESLEY, JOSEPH / ELIZABET	119	222.50	Fl.	222.50	Fl.	1	1	12559 HOWLAND PARK DRIVE
R-78-044-02-0120	HEIKKINEN, JON / LOIS	120	222.50	Fl.	222.50	Fl.	1	1	12558 HOWLAND PARK DRIVE
R-78-044-02-0121	PETERSON, PAUL	121	128.93	Fl.	-	Fl.	1		12538 HOWLAND PARK DRIVE
R-78-044-02-0122	PETERSON, PAUL	122	127.00	Fl.	-	Fl.	1		12516 HOWLAND PARK DRIVE
R-78-044-02-0123	FLUEGEMANN, DAVID / BETTY	123	182.06	Fl.	182.06	Fl.	1	1	12496 HOWLAND PARK DRIVE
R-78-044-02-0124	JOHNSON, DANIEL / SHIRLEY	124	214.80	Fl.	-	Fl.	1		12432 HOWLAND PARK DRIVE
R-78-044-02-0125	HAZERGIAN, STEVEN / KATHY	125	168.00	Fl.	168.00	Fl.	1	1	12370 HOWLAND PARK DRIVE
R-78-044-02-0126	DEMARCO, JOSEPH / CORRINE	126	125.00	Fl.	125.00	Fl.	1	1	12348 HOWLAND PARK DRIVE
R-78-044-02-0127	FRONTIERA, PATRICK / OGLE JA	127	125.00	Fl.	125.00	Fl.	1	1	12328 HOWLAND PARK DRIVE
R-78-044-02-0128	KEMSKI, JOHN	128	125.00	Fl.	125.00	Fl.	1	1	12306 HOWLAND PARK DRIVE
R-78-044-02-0129	GEYER, CARL / HOLLY	129	125.00	Fl.	-	Fl.	1		12286 HOWLAND PARK DRIVE
R-78-044-02-0130	HILL, BRIAN / ANGELA	130	125.00	Fl.	125.00	Fl.	1	1	12264 HOWLAND PARK DRIVE
		TOTAL	19,431.35	Fl.	11,825.19	Fl.	130.00	78	

I. PERCENTAGE BASED ON FRONTAGE (50% = 9716 Ft.)

SIGNED PETITION
TOTAL FRONTAGE

$$\frac{11,825.19}{19,431.35} = 60.9\%$$

II. PERCENTAGE BASED ON UNITS (50% = 65 UNITS)

SIGNED PETITION
TOTAL UNITS

$$\frac{78.00}{130.00} = 60.0\%$$

Updated 02/24/16



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: March 1, 2016

ITEM:

Approve the Board Resolution to adopt the amendments to the Adoption Plan ensure that the John Hancock pension plan stays in compliance and up-to-date with all current regulatory requirements. No changes to the Basic Plan Document.

PRESENTER: Shannon G. Price; Joann Coobatis

OTHER INDIVIDUALS IN ATTENDANCE: None anticipated.

BACKGROUND: Burnham & Flowers is the administrator for the John Hancock pension plan (defined contribution plan). The Internal Revenue Service (IRS) requires retirement plan sponsors to restate their plan documents at regular intervals. We are currently within IRS mandated restatement cycle and must update our group retirement plan document. Burnham & Flowers performs these periodic amendments as part of the administrative services.

ACTION REQUESTED:

Approval of the Board Resolution, Adoption Agreement and Basic Plan Document.

BUDGET/ACCOUNT NUMBER:

RECOMMENDATION:

MODEL RESOLUTION: I move to approve Board Resolution 2016-03-01-04, approving the amended and restated Plymouth Charter Township Governmental Non-ERISA Retirement Plan in the form of the attached Adoption Agreement.

ATTACHMENTS:

Plymouth Charter Township Governmental Non-ERISA Retirement Plan-Adoption Agreement, BASIC PLAN DOCUMENT (which has not changed), IRS advisory letter-pre-approving the plan as tax qualified.

Coobatis, Joann

From: Kim Jasiak <kjasiak@bfgroup.com>
Sent: Friday, February 12, 2016 2:07 PM
To: Coobatis, Joann
Subject: Plan document information
Attachments: Letter explaining restatement and board resolution.pdf; 2012 sample for IRS amendments.pdf; 2015 PPA Restatement-Plymouth Charter Township.pdf

Hi Joann,

I attached several documents that should help you explain why the IRS restates documents and why we need the board resolution and the signature page of the Adoption Agreement.

Attachment 1—The letter from Amber explaining the purpose of the restatement (in bold) and the board resolution. The IRS mandates this restatement. It is not a choice.

Attachment 2—A letter from 2012 regarding two amendments from the IRS that would become part of any pension plan's document. This is a good example of why the restatements are done. All amendments by the IRS from the last restatement period (in 2012) are now wrapped up into the new plan document. I did not attach the basic plan document again since it's over 42 pages. You received this in the original mailing. Let me know if you do need a copy.

Attachment 3—The Adoption Agreement that contains all of the provisions that are specific to your plan. The last page of this document needs to be signed and scanned or faxed back to us. You keep the entire document for your records.

I hope this helps. Please let me know if you have any further questions.

Kim Jasiak

Senior Pension Administrator
Burnham & Flower Agency, Inc.
Direct Line 269-341-4830
1-800-748-0554 ex. 3142
Fax 269-276-4113



Burnham & Flower
INSURANCE GROUP

315 South Kalamazoo Mall
Kalamazoo, MI 49007-4806
Tel: 269.381.1173
Fax: 269.381.6089
Web: www.bfgroup.com

February 12, 2016

Ms. Joann Coobatis
Plymouth Charter Township
9955 N Haggerty Road
Plymouth, MI 48170-4673

Re: Plymouth Charter Township 401(a) Defined Contribution Plan

Dear Ms. Coobatis:

The Internal Revenue Service (IRS) requires retirement plan sponsors to restate their plan documents at regular intervals. We are currently within an IRS mandated restatement cycle and must update your group retirement plan document. We perform these periodic amendments as part of the administrative services we provide for your plan at no additional costs.

Enclosed is the amended and restated plan in the form of an adoption agreement for the Plymouth Charter Township Governmental Non-ERISA Retirement Plan (the plan). This adoption agreement replaces your current plan document. This restatement is required to bring the plan into compliance with the Pension Protection Act of 2006 and other legislative and regulatory changes. The new plan is primarily a restatement and consolidation of previously adopted good faith amendments and does not result in substantive changes to your plan's operation. In addition, it will not result in any new fees or charges to your plan or participants.

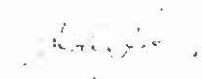
Enclosed with this letter you will find:

- *** 1. Your adoption agreement, which spells out the specific and unchanged provisions of your plan. ***
2. A sample board resolution to adopt the plan.
 3. The basic plan document, which contains the necessary language that applies to all plans.
 4. The IRS advisory letter, pre-approving the plan as tax-qualified.

To satisfy the restatement requirement, please approve the resolution and sign and date all documents where indicated. Upon execution, please return one copy of the signature page to us in the envelope provided along with a copy of the resolution. Please return by March 15, 2016. Please keep the remaining documents for your records.

Should you have any questions, please feel free to contact me or your Burnham & Flower plan administrator at 800.748.0554. We can also be reached at retirement@bfgroup.com.

Sincerely,



Amber Howes
Manager, Group Retirement & Administration
Enc.



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Plan Description: Volume Submitter Money Purchase Pension Plan
FFN: 315C0830003-004 Case: 201200255 EIN: 13-3504158
Letter Serial No: J599430a
Date of Submission: 03/30/2012

CCH INCORPORATED DBA FTWILLIAM COM
700 W. VIRGINIA STREET, SUITE 305
MILWAUKEE, WI 53204

Contact Person:
Janell Hayes
Telephone Number:
513-263-3602
In Reference To: TEGE:EP:7521
Date: 03/31/2014

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable under section 401 of the Internal Revenue Code for use by employers for the benefit of their employees. This opinion relates only to the acceptability of the form of the plan under the Internal Revenue Code. It is not an opinion of the effect of other Federal or local statutes.

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to adopting employers if the practitioner is authorized to amend the plan on their behalf, to each employer who adopts this plan. Effective on or after 10/31/2011, interim amendments adopted by the practitioner on behalf of employers must provide the date of adoption by the practitioner.

This letter considers the changes in qualification requirements contained in the 2010 Cumulative List of Notice 2010-90, 2010-52 I.R.B. 909.

Our opinion on the acceptability of the form of the plan is not a ruling or determination as to whether an employer's plan qualifies under Code section 401(a). However, an employer that adopts this plan may rely on this letter with respect to the qualification of its plan under Code section 401(a), as provided for in Rev. Proc. 2011-49, 2011-44 I.R.B. 608, and outlined below. The terms of the plan must be followed in operation.

Except as provided below, our opinion does not apply with respect to the requirements of Code sections 401(a)(4), 401(l), 410(b), and 414(s). Our opinion does not apply for purposes of Code section 401(a)(10)(B) and section 401(a)(16) if an employer ever maintained another qualified plan for one or more employees who are covered by this plan. For this purpose, the employer will not be considered to have maintained another plan merely because the employer has maintained another defined contribution plan(s), provided such other plan(s) has been terminated prior to the effective date of this plan and no annual additions have been credited to the account of any participant under such other plan(s) as of any date within the limitation year of this plan. Also, for this purpose, an employer is considered as maintaining another plan, to the extent that the employer maintains a welfare benefit fund defined in Code section 419(e), which provides postretirement medical benefits allocated to separate accounts for key employees as defined in Code section 419A(d)(3), or an individual medical account as defined in Code section 415(l)(2), which is part of a pension or annuity plan maintained by the employer, or a simplified employee pension plan.

Our opinion does not apply for purposes of the requirement of section 1.401(a)-1(b)(2) of the regulations applicable to a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

Letter 4335

This is not a ruling or determination with respect to any language in the plan that reflects Section 3 of the Defense of Marriage Act, Pub. L. 104-199, 110 Stat. 2419 (DOMA) or U.S. v. Windsor, 133 S. Ct. 2675 (2013), which invalidated that section.

This letter is not a ruling with respect to the tax treatment to be accorded contributions which are picked up by the governmental employing unit within the meaning of section 414(h)(2) of the Internal Revenue Code.

Our opinion applies with respect to the requirements of Code section 410(b) if 100 percent of all nonexcludable employees benefit under the plan. Employers that elect a safe harbor allocation formula and a safe harbor compensation definition can also rely on an advisory letter with respect to the nondiscriminatory amounts requirement under section 401(a)(4). If this plan includes a CODA or otherwise provides for contributions subject to sections 401(k) and/or 401(m), the advisory letter can be relied on with respect to the form of the nondiscrimination tests of 401(k)(3) and 401(m)(2) if the employer uses a safe harbor compensation definition. In the case of plans described in section 401(k)(12) or (13) and/or 401(m)(11) or (12), employers may also rely on the advisory letter with respect to whether the form of the plan satisfies the requirements of those sections unless the plan provides for the safe harbor contribution to be made under another plan.

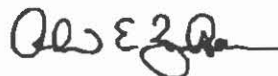
The employer may request a determination (1) as to whether the plan, considered with all related qualified plans and, if appropriate, welfare benefit funds, individual medical benefit accounts, and simplified employee pension plans, satisfies the requirements of Code section 401(a)(16) as to limitations on benefits and contributions in Code section 415 and the requirements of Code section 401(a)(10)(B) as to the top-heavy plan requirements in Code section 416; (2) with respect to whether a money purchase or target benefit plan's normal retirement age which is earlier than age 62 satisfies the requirements of section 401(a)-1(b)(2) of the Income Tax Regulations; (3) that the plan is a multiple employer plan; (4) whether there has been a partial termination; and (5) to comply with published procedures of the Service (e.g. minimum funding waiver request). The employer may request a determination letter by filing an application with Employee Plans Determinations on Form 5307, with regard to item (1) above, and Form 5300, for items (2), (3), (4) and (5), without restating for the Cumulative List in effect when the application is filed.

If you, the volume submitter practitioner, have any questions concerning the IRS processing of this case, please call the above telephone number. This number is only for use of the practitioner. Individual participants and/or adopting employers with questions concerning the plan should contact the volume submitter practitioner. The plan's adoption agreement, if applicable, must include the practitioner's address and telephone number for inquiries by adopting employers.

If you write to the IRS regarding this plan, please provide your telephone number and the most convenient time for us to call in case we need more information. Whether you call or write, please refer to the Letter Serial Number and File Folder Number shown in the heading of this letter.

You should keep this letter as a permanent record. Please notify us if you modify or discontinue sponsorship of this plan.

Sincerely Yours,



Andrew E. Zuckerman
Director, Employee Plans Rulings and Agreements

Letter 4335

**PLYMOUTH CHARTER TOWNSHIP
GOVERNMENTAL NON-ERISA RETIREMENT PLAN**

**PLYMOUTH CHARTER TOWNSHIP
GOVERNMENTAL NON-ERISA RETIREMENT PLAN**

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ADOPTION AGREEMENT #004
VOLUME SUBMITTER GOVERNMENTAL PENSION PLAN

The undersigned adopting employer hereby adopts this Plan and its related Trust to the extent an outside trust is not used. The Plan and Trust are intended to qualify as a tax-exempt plan and trust under Code sections 401(a) and 501(a), respectively. The Plan is further intended to qualify as a governmental plan under Code section 414(d). The Plan shall consist of this Adoption Agreement, its related Basic Plan Document and any related Appendix and Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

EMPLOYER INFORMATION

NOTE: An amendment is not required to change the responses in items 1-10 below.

NOTE: The Plan Sponsor must be an entity that is eligible to adopt a governmental plan as defined in Code section 414(d).

1. Name of adopting employer (Plan Sponsor): Plymouth Charter Township
2. Address: 9955 N Haggerty Rd
3. City: Plymouth
4. State: MI
5. Zip: 48170-4673
6. Phone number: 734-354-3202
7. Fax number: 734-453-5680
8. Plan Sponsor EIN: 38-6007665
9. Plan Sponsor fiscal year end: 12/31
10. State of organization of Plan Sponsor: MI

PLAN INFORMATION

SECTION A. GENERAL INFORMATION

Plan Name/Effective Date

1. Plan Number: 001
2. Plan name:
 - a. Plymouth Charter Township
 - b. Governmental Non-ERISA Retirement Plan

NOTE: A.1 is optional.

3. Effective Date

- a. Original effective date of Plan: 4/1/1968
- b. ☒ This is a restatement of a previously-adopted plan. Effective date of Plan restatement: 1/1/2016

NOTE: The date specified in A.3a for a new plan may not be earlier than the first day of the Plan Year during which the Plan is adopted by the Plan Sponsor.

NOTE: If A.3b is not selected, the Effective Date of the terms of this document shall be the date specified in A.3a. If A.3b is selected, the Effective Date of the restatement shall be the date specified in A.3b. However if the Adoption Agreement states another specific effective date for any Plan provision, when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision. The date specified in A.3b for an amended and restated plan (including the initial PPA restatement) may not be earlier than the first day of the Plan Year during which the amended and restated Plan is adopted by the Plan Sponsor.

4. Plan Year

- a. Plan Year means each 12-consecutive month period ending on 06/30 (e.g. December 31)
- b. ☐ The Plan has a short Plan Year. The short Plan Year begins _____ and ends _____

5. Limitation Year means:

- a. ☒ Plan Year
- b. ☐ calendar year
- c. ☐ other: _____

NOTE: If A.5c is selected, the Limitation Year must be a consecutive 12-month period.

6. Frozen Plan

- ☐ The Plan is frozen as to eligibility and benefits effective _____

NOTE: If A.6 is selected, no Eligible Employee shall become a Participant, no Participant shall be eligible to further participate in the Plan and no contributions shall accrue as of and after the date specified.

Plan Features

7. Employee Contributions(Section 4.01)

- a. Mandatory Employee Contributions (pick-up contributions) are permitted under the Plan:

i. ☐ Yes, _____% of Compensation

ii. ☐ Yes, salary schedule according to the chart below:

Salary Range

Mandatory Employee Contributions

iii. ☒ Yes, other fixed method: 5% for all employees except TPOAM

iv. ☐ No

- b. Voluntary (After-Tax) Contributions are permitted:

i. ☒ Yes

ii. ☐ No

iii. ☐ Formerly Allowed

- c. Mandatory After-Tax Employee Contributions are permitted under the Plan:

i. ☐ Yes, _____% of Compensation

ii. ☐ Yes, salary schedule according to the chart below:

Salary Range

Mandatory After-Tax Employee Contributions

iii. ☐ Yes, other fixed method: _____

iv. ☒ No

NOTE: If A.7a is "No", questions regarding Mandatory Employee Contributions are disregarded.

NOTE: If other method (A.7a.iii or A.7c.iii) is selected, the method must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

Compensation

8. Compensation

- a. Definition of Compensation for purposes of allocating contributions:

i. ☒ W-2. Wages within the meaning of Code section 3401(a) and all other payments of compensation paid to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code sections 6041(d), 6051(a)(3), and 6052.

ii. ☐ Base Compensation. The basic annual rate of compensation in effect at the beginning of the period selected below (A.8b).

iii. ☐ Withholding. Wages paid to an Employee by the Employer (in the course of the Employer's trade or business) within the meaning of Code section 3401(a) for the purposes of income tax withholding at the source.

iv. ☐ Other: _____

- b. Compensation is determined over the period specified below ending with or within the Plan Year:

i. ☒ Plan Year

ii. ☐ calendar year

iii. ☐ Plan Sponsor Fiscal Year

iv. ☐ Limitation Year

v. ☐ Other 12-month period beginning on: _____ (enter month and day)

- c. ☒ Include Employee Contributions in the definition of Compensation.

- d. ☐ Include deemed Code section 125 compensation in the definition of Compensation.

- e. ☒ Include differential military pay (as defined in Code section 3401(h)(2)) in the definition of Compensation (Section 3.08).

- f. ☐ Include other pay (not otherwise included in A.8a): _____

NOTE: If other (A.8a.iv) is selected, Compensation must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

NOTE: A.8b must be "Plan Year" if the Plan is excluding compensation earned before entry (A.11 is selected).

NOTE: If "Plan Year" is not selected in A.8b, for new/rehired Employees whose date of hire is less than 12 months before the end of the 12-month period designated, Compensation will be determined over the Plan Year.

NOTE: If employee contributions are included (A.8c is selected), Compensation shall also include any amount which is contributed by the Employer pursuant to a salary reduction agreement and which is not includable in the gross income of the Employee under Code sections 125, 402(e)(3), 402(h), 403(b), 122(f) or 457.

NOTE: Employee contributions are always included in the definition of Compensation for purposes of Mandatory Employee Contributions.

NOTE: If deemed Code section 125 compensation (A.8d) is selected, Compensation shall include any amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage. An amount will be treated as an amount under Code section 125 only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan. This option is meant to be interpreted consistent with Revenue Ruling 2002-27.

NOTE: If A.8e is not selected and differential military pay exists, the payments will be included in Statutory Compensation.

NOTE: If other pay (A.8f) is selected, A.8f should indicate for what purposes (e.g., Mandatory Employee Contributions, etc.) and which class of Participants the Compensation is included, must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

9. Post Severance Compensation

☐ Include Post Severance Compensation (unused sick or vacation pay/nonqualified plan payments) in definition of Compensation.

NOTE: A.9 will also apply for purposes of Statutory Compensation.

10. Post Year End Compensation

☐ Determine Compensation using Post Year End Compensation

NOTE: If selected, amounts earned during the current year and paid during the first few weeks of the next year will be included in current year Compensation.

NOTE: A.10 will also apply for purposes of Statutory Compensation.

Compensation Exclusions

11. Pay Before Participation

☒ Exclude pay earned before participation in the Plan from definition of Compensation.

NOTE: If selected, Compensation shall include only that compensation which is actually paid to the Participant during that part of the Plan Year the Participant is eligible to participate in the Plan. If not selected, Compensation shall include that compensation which is actually paid to the Participant during the Plan Year.

12. Other Pay

☒ Exclude other pay from definition of Compensation: Overtime, bonuses, commissions and including, but not limited to, Payoffs For Unused Sick Leave Banks, Vacation Banks, Contract Signing Bonuses, EMT Certificates, Foods And Clothing Allowances And Other Fringe Benefit Programs.

NOTE: A.12 should indicate for what purposes (e.g., Mandatory Employee Contributions, etc.) and which class of Participants the Compensation is excluded.

NOTE: The pay specified above must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

13. Statutory Compensation

a. Definition of Statutory Compensation:

- i. ☒ W-2. Wages within the meaning of Code section 3401(a) and all other payments of compensation paid to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code sections 6041(d), 6051(a)(3), and 6052.
- ii. ☐ Withholding. Wages within the meaning of Code section 3401(a) for the purposes of income tax withholding at the source paid to the Employee by the Employer (in the course of the Employer's trade or business).
- iii. ☐ Section 415 Safe Harbor Option. As described in the definition of "Section 415 Safe Harbor Option" in Article 2 of the Basic Plan Document.

b. ☒ Include deemed Code section 125 compensation in definition of Statutory Compensation:

NOTE: See A.9 and A.10 to determine if Statutory Compensation will include Post Severance Compensation and/or be determined using Post Year End Compensation.

NOTE: If A.8e is not selected and differential military pay exists, the payments will be included in Statutory Compensation.

Definitions

14. Disability

Definition of Disability

- a. ☒ Under Code section 22(e). The Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence.

- b. ☐ Under the Social Security Act. The determination by the Social Security Administration that the Participant is eligible to receive disability benefits under the Social Security Act.
- c. ☐ Inability to engage in comparable occupation. The Participant suffers from a physical or mental impairment that results in his inability to engage in any occupation comparable to that in which the Participant was engaged at the time of his disability. The permanence and degree of such impairment shall be supported by medical evidence.
- d. ☐ Pursuant to other Employer Disability Plan. The Participant is eligible to receive benefits under an Employer-sponsored disability plan.
- e. ☐ Under uniform rules established by the Plan Administrator. The Participant is mentally or physically disabled under a written policy.
- f. ☐ Other: _____

NOTE: If A.14f is selected, provide the definition of Disability. The definition provided must be objectively determinable and may not be specified in a manner that is subject to discretion.

15. Choice of Law/State Law

- a. Name of state or commonwealth for choice of law (Section 13.05): Michigan
- b. Enter any state law provisions that apply to the Plan: Michigan

NOTE: Only state law and regulations may be entered in A.15b. The Plan may not violate applicable state law.

SECTION B. ELIGIBILITY

Eligible Employee

1. The term "Eligible Employee" shall include:

- a. ☐ All Employees
- b. ☒ The following Employees: All full time non-union employees, Teamsters Local 214, TPOAM, new IAFF members hired after May 6, 2012.
- c. ☐ All Employees except the following (select all that apply):
 - i. ☐ Union Employees. Any Employee who is included in a unit of Employees covered by a collective bargaining agreement, if retirement benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan.
 - ii. ☐ Leased Employees.
 - iii. ☐ Non-Resident Aliens. Any Employee who is a non-resident alien who received no earned income (within the meaning of Code section 911(d)(2)) which constitutes income from services performed within the United States (within the meaning of Code section 861(a)(3)).
 - iv. ☐ Other Employees: _____

NOTE: See Section 3.06(a) for rules regarding excluded Employees.

NOTE: If B.1b is selected, describe the Employees and indicate for what purposes (e.g., Pension Contributions, etc.) the Employees are eligible. The definition provided must be objectively determinable and may not be specified in a manner that is subject to discretion. In order to meet the permanency requirement of Treas. Reg. section 1.401-1 (b)(2), a specific person or persons may be named by position/title but not given name; a finite group of individuals that cannot increase/change over time (such as those hired before a specific date) may not be used.

NOTE: If B.1c.iv is selected, describe other excluded Employees from definition of Eligible Employee and indicate for what purposes (e.g., Pension Contributions, etc.) the Employees are excluded. The definition provided must be objectively determinable and may not be specified in a manner that is subject to discretion.

2. Opt-Out.

- ☒ An Employee may irrevocably elect not to participate in the Plan.

NOTE: If the Plan provides for Mandatory Employee Contributions (A.7a.iv is not selected), B.2 shall not apply to Mandatory Employee Contributions.

Eligibility Service Rules

3. Other Employer Service

- ☐ Count service with employers other than the Employer for eligibility purposes. List other employers along with any limitations: _____

4. Special Participation Date

- a. ☐ Allow immediate participation for all Eligible Employees employed on a specific date. All Eligible Employees employed on _____ shall become eligible to participate in the Plan as of _____
- b. ☐ The Plan provides conditions or limitations on immediate participation: _____

NOTE: If B.4b applies (B.4a is selected) and is selected, describe the conditions or limitations that apply. The conditions/limitations must be objectively determinable and may not be specified in a manner that is subject to discretion.

Eligibility for Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions

An Eligible Employee shall be eligible to receive/make Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions (if permitted pursuant to A.7) at the time specified in B.8 upon meeting the requirements of B.5 through B.7 (Section 3.01).

5. Age Requirement for Employee Contributions

Minimum age requirement for Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions: 18

6. Service Requirement for Employee Contributions

Minimum service requirement for Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions:

- a. ☒ None
- b. ☐ Completion of ____ year(s) of eligibility service
- c. ☐ Completion of ____ Hours of Service in a ____ month period
- d. ☐ Completion of ____ Hours of Service within a 12-month period. The service requirement shall be deemed met at the time the specified number of Hours of Service are completed.
- e. ☐ Completion of ____ months of service
- f. ☐ Completion of ____ days of service
- g. ☐ Other: ____

NOTE: If B.6g is selected, the service requirements provided must be definitely determinable and may not be specified in a manner that is subject to discretion.

7. Additional Requirements for Employee Contributions

☐ Additional requirements, limitations, conditions or other modifications to B.5-6 (eligibility to make Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions) apply: ____

NOTE: The additional requirements provided must be objectively determinable and may not be specified in a manner that is subject to discretion.

8. Entry Dates for Employee Contributions

a. Frequency of entry dates for Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions:

- i. ☒ immediate
- ii. ☐ first day of each calendar month
- iii. ☐ first day of each Plan quarter
- iv. ☐ first day of the first month and seventh month of the Plan Year
- v. ☐ first day of the Plan Year
- vi. ☐ other: ____

b. An Eligible Employee shall become a Participant eligible to make Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions on the entry date selected in B.8a that is:

- i. ☐ coincident with or next following the date the requirements of B.5 through B.7 are met
- ii. ☐ next following the date the requirements of B.5 through B.7 are met

NOTE: If B.8a.i is selected, an Eligible Employee shall become a Participant eligible to make Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions immediately upon meeting the requirements of B.5 through B.7.

NOTE: If B.8a.vi is selected, the other entry date must be objectively determinable and may not be specified in a manner that is subject to discretion.

NOTE: B.8b is not applicable if B.8a.i or B.8a.vi (immediate entry/other) is selected.

Eligibility for Pension Contributions

9. Eligibility for Pension Contributions (select one):

- a. ☒ Same as Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions. An Eligible Employee shall be eligible to receive an allocation of Pension Contributions at the time specified in B.8 upon meeting the requirements of B.5 through B.7

- b. ☐ Pursuant to options selected below. An Eligible Employee shall be eligible to receive an allocation of Pension Contributions at the time specified in B.13 upon meeting the requirements of B.10 through B.12

NOTE: If B.9a is selected B.10 - B.13 shall be inapplicable.

10. Age Requirement for Pension Contributions

Minimum age requirement for Pension Contributions: _____

11. Service Requirement for Pension Contributions

Minimum service requirements for Pension Contributions:

- a. ☐ None
- b. ☐ Completion of _____ year(s) of eligibility service
- c. ☐ Completion of _____ Hours of Service in a _____ month period
- d. ☐ Completion of _____ Hours of Service within a 12-month period. The service requirement shall be deemed met at the time the specified number of Hours of Service are completed.
- e. ☐ Completion of _____ months of service
- f. ☐ Completion of _____ days of service
- g. ☐ Other: _____

NOTE: If B.10g is selected, the service requirements provided must be definitely determinable and may not be specified in a manner that is subject to discretion.

12. Additional Requirements for Pension Contributions

☐ Additional requirements, limitations, conditions or other modifications to B.10-11 (eligibility to receive Pension Contributions) apply: _____

NOTE: The additional requirements provided must be objectively determinable and may not be specified in a manner that is subject to discretion.

13. Entry Dates for Pension Contributions

a. Frequency of entry dates for Pension Contributions:

- i. ☐ immediate
- ii. ☐ first day of each calendar month
- iii. ☐ first day of each Plan quarter
- iv. ☐ first day of the first month and seventh month of the Plan Year
- v. ☐ first day of the Plan Year
- vi. ☐ other: _____

b. An Eligible Employee shall become a Participant eligible to receive Pension Contributions on the entry date selected in B.13a that is:

- i. ☐ coincident with or next following the date the requirements of B.10 through B.12 are met
- ii. ☐ next following the date the requirements of B.10 through B.12 are met
- iii. ☐ coincident with or immediately preceding the date the requirements of B.10 through B.12 are met
- iv. ☐ immediately preceding the date the requirements of B.10 through B.12 are met
- v. ☐ nearest to the date the requirements of B.10 through B.12 are met

NOTE: If immediate entry (B.13a.i) is selected, an Eligible Employee shall become a Participant eligible to receive Pension Contributions immediately upon meeting the requirements of B.10 through B.12.

NOTE: If B.13a.vi is selected the other entry date must be objectively determinable and may not be specified in a manner that is subject to discretion.

NOTE: B.13b is not applicable if immediate or other entry (B.13a.i or B.13a.vi) is selected.

Transfers/Rehires

14. Transfers/Rehires

- a. If an Employee either (1) upon rehire again qualifies as an Eligible Employee (2) or if not previously an Eligible Employee who due to a change in status becomes an Eligible Employee, he shall become a Participant with respect to the contributions for which the eligibility requirements have been satisfied (Section 3.04):
 - i. ☒ as of the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3
 - ii. ☐ on the entry date as of the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3
- b. An individual who has satisfied the applicable eligibility requirements set forth in Article 3 before his rehire date, and who is subsequently reemployed by the Employer as an Eligible Employee shall resume or become a Participant (Section 3.05):
 - i. ☒ immediately upon his rehire date with respect to the contributions for which the eligibility requirements of this Article 3 have been satisfied

- ii. ☐ on the entry date coincident with or next following his rehire date with respect to the contributions for which the eligibility requirements of this Article 3 have been satisfied

SECTION C. CONTRIBUTIONS

Voluntary Contributions

NOTE: If A.7b is "Yes" (Voluntary Contributions are permitted), an Eligible Employee who has met the requirements of B.5 through B.8 shall be eligible to make Voluntary Contributions to the Plan as follows (Section 4.01):

1. Minimum and Maximum Voluntary Contributions

- a. Minimum Voluntary Contribution: none
- b. Maximum Voluntary Contribution: 10%
- c. Other limits on Voluntary Contributions apply: none

NOTE: C.1a and C.1b may not be more than 100% of Compensation.

NOTE: If C.1c is selected the requirements provided must be objectively determinable and may not be specified in a manner that is subject to discretion.

Pension - Service

NOTE: An Eligible Employee who has met the requirements of B.9 through B.13 and who has satisfied the following requirements shall be eligible to receive an allocation of Pension Contributions during the applicable Plan Year.

2. Allocation Service Requirements for Pension Contributions

- a. ☒ None
- b. ☐ In order to share in the allocation of Pension Contributions, a Participant is required to complete at least the following number of Hours of Service in the applicable Plan Year _____
- c. ☐ In order to share in the allocation of Pension Contributions, a Participant is required to be employed by the Employer on the last day of Plan Year
- d. ☐ In order to share in the allocation of Pension Contributions, a Participant is required to be employed by the Employer on the last day of Plan Year or complete at least _____ Hours of Service in the applicable Plan Year

NOTE: C.2b and C.2c are inapplicable if C.2a or C.2d is selected.

3. Exceptions to Allocation Service Requirements for Pension Contributions

- a. Modify Hour of Service requirement and/or last day requirement for a Participant who Terminates employment with the Employer during the Plan Year due to:
 - i. ☐ death
 - ii. ☐ Disability
 - iii. ☐ attainment of Normal Retirement Age
- b. Any Hour of Service requirement and last day requirement shall be modified as follows:
 - i. ☐ Waive both the Hour of Service requirement and last day requirement
 - ii. ☐ Waive the Hour of Service requirement only
 - iii. ☐ Waive last day requirement only
- c. ☐ The following other modifications shall be made to the requirements specified in C.2-3b: _____

NOTE: C.3 is only applicable if C.2a, C.2b or C.2c is selected.

NOTE: C.3c may only be used to make minor changes to the requirements specified in C.2-3b and must be specified in a manner that is objectively determinable and may not be specified in a manner that is subject to Employer discretion. For example, C.3c could be used to clarify that last day but not Hours of Service is waived for death while Hours of Service and last day are waived for Disability and attainment of Normal Retirement Age.

Pension Contributions - Formula

4. Pension allocation formula. The Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.9 through B.13 and C.2 through C.3 as follows (Section 4.03):

- a. ☐ Pro rata. In the amount of _____ to be allocated in the ratio that each Participant's Compensation bears to the Compensation of all eligible Participants.
- b. ☐ Points. In the amount of _____ to be allocated as described in C.5.

- c. ☐ Fixed Amount. In the amount of _____ to be allocated by dividing the total amount by the number of Participants eligible to share in such contribution.
- d. ☐ Defined Groups. See C.6
- e. ☒ Other fixed formula: 15% of compensation

NOTE: If B.4e is selected, the other fixed formula must be objectively determinable and may not be specified in a manner that is subject to discretion.

5. Pension Contribution - Points

If C.5b is selected, the Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.9 through B.13 and C.2 through C.3 in the ratio that such Participant's points bears to the points of all eligible Participants.

Each Participant shall receive to the extent provided in C.5a: (a) the points described in C.5d for each year of age he has attained (as of his birthday during such Plan Year), (b) the points described in C.5c for each Plan Year, including the current Plan Year, during which he was eligible to participate in the Plan after meeting the requirements of Article 3 (regardless of any service or last day requirement in Article 4) applicable to Pension Contributions, and (c) the points described in C.5b for each \$100 of Compensation he has earned for such Plan Year.

a. Points will be computed on basis of:

- i. ☐ Age, Service and Compensation
- ii. ☐ Age and Service
- iii. ☐ Age and Compensation
- iv. ☐ Service and Compensation
- v. ☐ Age Only
- vi. ☐ Service Only

b. Points awarded for \$100 of Compensation: _____

c. Points awarded for each year of participation: _____

d. Points awarded for each year of age: _____

NOTE: C.5b, C.5c and C.5d apply to the extent that C.5a provides points for Compensation, Years of Service and/or age, respectively.

6. Pension Contribution- Defined Groups

If C.4d is selected, the Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.9 through B.13 and C.2 through C.3 in an amount designated by the Employer to be allocated to each group described in C.6. The contribution for a group shall then be further allocated to the members of such group who are eligible to receive allocations of Pension Contributions in the method as specified in C.6 for such group. The amount allocated to one group need not bear any relationship to amounts allocated to any other group. The Employer shall notify the Plan Administrator in writing of the amount of contributions allocated to each group.

a. Group One: _____ An amount equal to:

- i. ☐ A percentage of Compensation _____
- ii. ☐ A fixed dollar amount _____
- iii. ☐ the greater of i. or ii.

NOTE: Groups must be defined in a manner that is objectively determined with no Employer discretion. Groups may not be designed so that the permanency requirement of Treas. Reg. section 1.401-1(b)(2) is violated.

NOTE: See Section 3.06 for rules regarding eligibility requirements.

7. Allocation of Pension Contributions

a. Pension Contributions are allocated to Participant Accounts at the following time(s):

- i. ☐ End of Plan Year
- ii. ☐ Semi-annually
- iii. ☐ Quarterly
- iv. ☐ Each calendar month
- v. ☒ Each pay period

b. Minimum and Maximum Pension Contributions

- i. ☐ Allocations of Pension Contributions for a Participant shall be subject to a minimum amount: _____
- ii. ☐ Allocations of Pension Contributions for a Participant shall be subject to a maximum amount: _____

NOTE: Any service requirements specified in C.2 through C.3 shall be applied pro rata to the period selected in this C.7a. Any last day rule specified in C.2 through C.3 shall be applied as of the end of each period selected in this C.7a.

8. Paid Time Off

a. ☐ The Employer will contribute a Participant's unused paid time off (vacation and/or sick leave) as a Pension Contribution to the Plan. Unused paid time off shall be contributed to the Plan:

- i. ☐ Each Plan Year
- ii. ☐ Upon Termination

- b. ☐ The following limitations/conditions shall apply: _____

NOTE: Any unused paid time off where the Participant has the right to request cash payment is not eligible for contribution to the Plan under this C.8.

NOTE: The unused paid time off contributions must be contributed by multiplication of the Participant's current daily rate of pay against the amount of accrued unpaid leave.

NOTE: Paid time off contributions must conform with Revenue Rulings 2009-31 and 2009-32.

9. Pension - Disability

- ☐ Allocate Pension Contributions to Disabled Participants who do not meet the allocation service requirements (Section 4.03(d)). Allocations to Disabled Participants end as of the earliest of: (i) the last day of the Plan Year in which occurs the _____ anniversary of the start of the Participant's Disability or (ii) such other time specified in Section 4.03(d).

NOTE: C.9 shall not be more than "tenth".

NOTE: Allocations under C.9 may occur after Termination.

10. Collective Bargaining Agreement

- a. ☐ In addition to the amount selected in C.4, an amount necessary to meet the Employer's requirements under an applicable collective bargaining agreement.
- b. The collective bargaining allocations will offset other employer contribution allocations that would otherwise be made to a Participant:
- i. ☐ Yes - Pension contributions only
- ii. ☐ No
- iii. ☐ Other: _____

NOTE: C.4-7 (amount, timing, maximum and minimum Pension Contributions) will not apply to collectively bargained contributions. Collectively bargained contribution allocation timing, maximums and minimums will be determined under the collective bargaining agreement unless otherwise specified in C.10b.

Other Contributions

11. Prevailing Wage

- a. ☐ In addition to any other Pension Contributions, an amount necessary to meet the Employer's requirements under an applicable prevailing wage statute. The formula for allocating prevailing wage contributions shall be specified in an Addendum to the Adoption Agreement. The addition of such Addendum shall not be considered a modification to the Volume Submitter document.
- b. The prevailing wage contributions offset:
- i. ☐ None
- ii. ☐ The prevailing wage contributions will offset any other Pension Contribution allocations that would otherwise be made to a Participant.
- iii. ☐ Other: _____

NOTE: Depending upon the offset rule chosen, timing of allocations may need to be considered as contributions under prevailing wage are typically required to be made not less often than quarterly.

NOTE: The offset provided under C.11b.iii must be objectively determinable and may not be specified in a manner that is subject to Employer discretion

NOTE: C.11b is only applicable if C.11a is selected.

12. Rollovers

Rollover Contributions are permitted (Section 4.04):

- a. ☐ No
- b. ☐ Yes - All Eligible Employees may make a Rollover Contribution even if not yet a Participant in the Plan
- c. ☒ Yes - Only active Participants may make a Rollover Contribution
- d. ☐ Yes - _____ Participants may make a Rollover Contribution

NOTE: The Plan Administrator has discretion under Section 4.05 to limit the types of Rollover Contributions accepted by the Plan and must use that discretion in a consistent manner.

13. Deemed IRAs

- ☐ The Plan may accept voluntary contributions to deemed IRAs (Section 4.08) effective: _____

NOTE: If C.13 is selected, see Section 4.08 for rules regarding deemed IRAs.

14. Death or Disability During Qualified Military Service

- ☒ For benefit accrual purposes, a Participant that dies or becomes Disabled while performing qualified military service will be treated as if he had been employed by the Employer on the day preceding death or Disability and terminated employment on the day of death or Disability pursuant to Code section 414(u)(9) (Section 6.02) effective: 1/1/2007

NOTE: Effective date must be on or after January 1, 2007.

15. 415 Additional Language

☐ Additional language necessary to satisfy Code section 415 because of the required aggregation of multiple plans: _____.

SECTION D. VESTING

Vesting Schedules

1. Pension

Pension Contribution Account Vesting Schedule:

- a. ☐ 100%
- b. ☐ _____ year cliff
- c. ☒ Other:
 - i. Other Pension Schedule - less than 1 year:0%
 - ii. Other Pension Schedule - 1 years but less than 2 years:20%
 - iii. Other Pension Schedule - 2 years but less than 3 years:40%
 - iv. Other Pension Schedule - 3 years but less than 4 years:60%
 - v. Other Pension Schedule - 4 years but less than 5 years:80%
 - vi. Other Pension Schedule - 5 years but less than 6 years:100%
 - vii. Other Pension Schedule - 6 years but less than 7 years:100%
 - viii. Other Pension Schedule - 7 years but less than 8 years:100%
 - ix. Other Pension Schedule - 8 years but less than 9 years:100%
 - x. Other Pension Schedule - 9 years but less than 10 years:100%
 - xi. Other Pension Schedule - 10 years but less than 11 years:100%
 - xii. Other Pension Schedule - 11 years but less than 12 years:100%
 - xiii. Other Pension Schedule - 12 years but less than 13 years:100%
 - xiv. Other Pension Schedule - 13 years but less than 14 years:100%
 - xv. Other Pension Schedule - 14 years but less than 15 years:100%
 - xvi. Other Pension Schedule - 15 years but less than 16 years:100%
 - xvii. Other Pension Schedule - 16 years but less than 17 years:100%
 - xviii. Other Pension Schedule - 17 years but less than 18 years:100%
 - lix. Other Pension Schedule - 18 years but less than 19 years:100%
 - xx. Other Pension Schedule - 19 years but less than 20 years:100%
 - xxi. Other Pension Schedule - 20 years:100%

NOTE: A cliff vesting schedule means no vesting is provided until the Participant meets the number of Years of Vesting Service provided in D.1b.

NOTE: D.1b and D.1c may not be completed with a cliff vesting schedule of more than 15. However, if substantially all

Participants are qualified public safety employees within the meaning of Code section 72(t)(10)(B), the limit is increased to 20.

NOTE: D.1c may provide for a graded vesting schedule of up to 5 to 20 years.

2. Other Vesting Schedule

- ☒ The Plan has another vesting schedule:20% after 1 Year Service plus 20% per Year to 100%

NOTE: The vesting schedule in D.2 is in addition to the vesting schedule in D.1.

Vesting Service Rules

NOTE: If D.1a is selected and D.3a is not selected, the remaining options in section D.3-7 are inapplicable.

3. Vesting Computation Period

- a. ☐ Calendar year
- b. ☐ Plan Year
- c. ☒ The 12-consecutive month period commencing on the date the Employee first performs an Hour of Service; each subsequent 12-consecutive month period shall commence on the anniversary of such date
- d. ☐ Other: _____

NOTE: D.3d must be based on creditable years of service.

4. Other Employer Service

☐ Count service with employers other than the Employer for vesting purposes. List other employers for which the service applies along with any limitations: _____

5. Vesting Exceptions

- a. ☒ Death. Provide for full vesting for a Participant who Terminates employment with the Employer due to death while an Employee (Section 6.02).
 - b. ☒ Disability. Provide for full vesting for a Participant who Terminates employment with the Employer due to Disability while an Employee (Section 6.02).
 - c. ☐ Early Retirement. Provide for 100% vesting upon the attainment of Early Retirement Age while an Employee (Section 6.02).
- 6. Vesting Exclusions**
- a. ☒ Exclude Years of Vesting Service earned before age 18.
 - b. ☒ Exclude Years of Vesting Service earned before the Employer maintained this Plan or a predecessor plan.
- 7. Vesting Forfeitures**
- a. Upon termination, nonvested account balances shall be forfeited
 - i. ☒ as soon as administratively feasible
 - ii. ☐ other timeframe: _____
 - b. Upon receiving a distribution, the nonvested portion of the account shall be forfeited
 - i. ☒ as soon as administratively feasible
 - ii. ☐ other timeframe: _____
- NOTE:** The other timeframes must be definitely determinable and may not be specified in a manner that is subject to discretion.
- 8. Forfeitures and Re-employment**
- a. ☒ forfeited account balances shall be restored and continue to vest (select any of the following if applicable)
 - i. ☒ only if the period of severance was less than or equal to the following period 1 year
 - ii. ☐ only to the extent the vested account balance was not distributed
 - iii. ☐ only to the extent the vested distributed account balance is restored to the Plan
 - b. ☐ forfeited account balances shall not be restored
- 9. Use of Forfeitures**
- Forfeitures will be used in the following manner (Articles 5 and 6):
- a. ☒ Any permissible method (restore forfeitures, reduce Employer contributions (or reallocate as Employer contributions) made pursuant to Article 4 or to pay Plan expenses)
 - b. ☐ Other: _____
- NOTE:** D.9b is limited to one or a combination of the options described in D.9a, D.9b may be used to further restrict the uses of forfeiture and must be applied in a consistent manner.
- 10. Special Vesting Provisions**
- ☐ Provide for special vesting provisions: _____
- NOTE:** The special vesting provisions must be definitely determinable and may not be specified in a manner that is subject to discretion.

SECTION E. DISTRIBUTIONS

1. Normal Retirement

Normal Retirement Age means:

- a. ☒ Attainment of age 65
- b. ☐ Later of attainment of age _____ and the _____ anniversary of Plan participation.
- c. ☐ Other: _____

NOTE: Effective Plan Years beginning on or after the later of (1) January 1, 2015 or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register, the definition of Normal Retirement Age must satisfy Treas. Reg. section 1.401(a)-1(b) pursuant to IRS Notice 2012-29.

2. Early Retirement

Early Retirement Age means:

- a. ☐ None. The Plan does not have an early retirement feature.
- a. ☒ Attainment of age 55
- b. ☐ Later of attainment of age _____ and _____ service.
- c. ☐ Other: _____

3. Time of Payment (Other than Death)

Distributions after Termination of Employment for reasons other than death shall commence (Section 7.02):

- a. ☒ Immediate. As soon as administratively feasible with a final payment made consisting of any allocations occurring after such Termination of Employment.

- b. ☐ End of Plan Year. As soon as administratively feasible after all contributions have been allocated relating to the Plan Year in which the Participant's Account balance becomes distributable
- c. ☐ Normal Retirement Age. When the Participant attains Normal Retirement Age.
- d. ☐ Other: _____

NOTE: Any entry in E.3d must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.

4. Form of Payment (Other than Death)

Medium of distribution from the Plan:

- a. ☒ Cash only
- b. ☐ Cash or in-kind rollover to an individual retirement account sponsored by the following vendor: _____
- c. ☐ Other: _____

5. Default Form of Payment (Other than Death)

- a. Unless otherwise elected by the Participant, distributions shall be made in the form of:
 - i. ☒ Lump sum only
 - ii. ☐ Other: _____
- b. In addition to the form described in E.5a, distributions from the Plan after Termination for reasons other than death may be made in the following forms (select all that apply):
 - i. ☒ Lump sum only
 - ii. ☐ Lump sum payment or substantially equal annual, or more frequent installments over a period not to exceed the joint life expectancy of the Participant and his Beneficiary
 - iii. ☐ Under a continuous right of withdrawal pursuant to which a Participant may withdraw such amounts at such times as he shall elect
 - iv. ☐ Other: _____

NOTE: Any entry in E.5a.ii and/or E.5b.iv must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.

6. Permit Distributions as an Annuity

☐ Permit distributions in the form of an annuity

NOTE: If E.6 is selected, a Participant may elect to have the Plan Administrator apply his entire vested Account toward the purchase of an annuity contract, which shall be distributed to the Participant. The terms of such annuity contract shall comply with the provisions of this Plan and any annuity contract shall be nontransferable.

7. Payment upon Participant's Death

Distributions on account of the death of the Participant shall be made in accordance with the following:

- a. ☒ Pay entire Account balance by end of fifth year for all Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(b)(2)(A) only
- b. ☐ Pay entire Account balance no later than the 60th day following the end of Plan Year in which the Participant dies
- c. ☐ Allow extended payments for all Beneficiaries in accordance with Sections 7.02(b)(1)(A), (B) and (C) and 7.02(b)(2)(A) and (B)
- d. ☐ Pay entire Account balance by end of fifth year for Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(b)(2)(A) and allow extended payments in accordance with Sections 7.02(b)(1)(B) and (C) and 7.02(b)(2)(B) only if the Participant's spouse is the Participant's sole primary Beneficiary
- e. ☐ Other: _____

NOTE: Any entry in E.7e must comply with Code section 401(a)(9), Section 7.02(b) and other requirements of Article 7.

8. Beneficiaries

- a. Death benefits when there is no designated beneficiary:
 - i. ☒ Standard according to Section 7.04(c)
 - ii. ☐ Other: _____
- b. ☐ Revocation. A beneficiary designation to a spouse shall be automatically revoked upon the following circumstances: _____
- c. Domestic Partners are treated as a spouse under the terms of this Plan for purposes of death benefits to the extent applicable:
 - i. ☐ No
 - ii. ☐ Yes - limited to the following terms and conditions: _____
 - iii. ☒ Yes
- d. ☐ The term "Domestic Partner" as defined in Article 2 is modified in the following manner: _____

NOTE: If E.8a.ii (Other) is selected, death benefits when there is no designated beneficiary shall be provided pursuant to E.8a.ii. The death benefits described must be definitely determinable and may not be specified in a manner that is subject to discretion.

NOTE: If E.8c.i is selected, E.8d does not apply.

NOTE: If E.8d is selected, the modifications must be definitely determinable.

NOTE: Domestic Partners shall not be treated as a spouse under the following Sections of the Plan: 7.02(b) (distribution upon death), 7.05 (minimum distributions) and 7.06 (direct rollovers).

NOTE: If revocation is selected (E.8b) you may use this item to indicate automatic revocation upon divorce.

9. Cash Out

- a. ☒ Involuntary cash-out amount for purposes of Section 7.03: **\$1000**
- b. Involuntary cash-out of a terminated Participant's Account balance when it exceeds the cash-out amount specified in E.9a is deferred under Section 7.03(b) until:
- i. ☐ Later of age 62 or Normal Retirement Age - payment made in a lump sum only
 - ii. ☐ Required Beginning Date - Participant may elect payment in a lump sum or installments
 - iii. ☒ Required Beginning Date - payment made in a lump sum only
- c. ☐ Exclude amounts attributable to Rollover Contributions in determining the value of the Participant's nonforfeitable account balance for purposes of the Plan's involuntary cash-out rules (Section 7.03).

NOTE: E.9a has a \$5,000 maximum, \$5,000 will be entered unless otherwise specified.

NOTE: If E.9a is not selected, E.9c does not apply.

NOTE: If E.9a is less than \$1,000, E.9c may not be selected.

10. Required Beginning Date

Required Beginning Date for a Participant:

- a. ☒ Retirement. April 1 of the calendar year following the later of the calendar year in which the Participant: (a) attains age 70-1/2, or (b) retires
- b. ☐ Age 70-1/2. April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2
- c. ☐ Election. The option provided in E.9a; provided that a Participant may elect to commence distributions pursuant to either E.10a or E.10b

SECTION F. IN-SERVICE WITHDRAWALS

NOTE: See Section 8.05 for limits on in-service distributions.

NOTE: In-service withdrawal options are meant as enabling rules. If an in-service distribution is permitted under any option specified below, the in-service withdrawal is permissible.

In-Service Withdrawals

1. Retirement

- a. ☒ Allow in-service distributions after attainment of Normal Retirement Age (Section 7.01(b)) from the following Accounts:
All Accounts

Other Withdrawals

2. At Any Time (Section 8.03(b))

In-service withdrawals are allowed from the following Accounts at any time:

- a. ☐ Voluntary Contribution Account
- b. ☒ Rollover Contribution Account

NOTE: If nothing is indicated, no in-service withdrawals are allowed under this Section.

3. Disability

☐ Allow distributions upon Disability.

4. Other Conditions/Limitations

☐ The following limitations, conditions and/or special rules apply to in-service withdrawals: _____

NOTE: Unless otherwise specified, the limitations will apply to all in-service withdrawals (H.1 through H.3).

5. Loans

Loans are permitted:

- ☐ Yes
- ☒ No

SECTION G. PLAN OPERATIONS

1. Permitted Investments

- a. ☐ Plan may invest in life insurance (Section 9.06)

2. Participant Self-Direction

- a. Specify the extent to which the Plan permits Participant self-direction (Section 9.02):

- i. ☒ All Accounts
 - ii. ☐ Some Accounts
 - iii. ☐ None
- b. If Some Accounts is selected, a Participant may self-direct the following Accounts:
- i. ☐ Mandatory Employee Contribution Account
 - ii. ☐ Mandatory After-tax Employee Contribution Account
 - iii. ☐ Pension Contribution Account
 - iv. ☐ Voluntary Contribution Account
 - v. ☐ Rollover Contribution Account
 - vi. ☐ Transfer Account
 - vii. ☐ Other: _____
- c. ☐ Participants may also establish individual brokerage accounts.
- d. ☐ Participants may exercise voting rights with respect to investments (Section 9.05).

NOTE: If G.2a.iii (None) is selected, G.2b through G.2d do not apply.

NOTE: G.2b only applies if G.2a.ii is selected.

3. Valuation Date

Enter Valuation Date:

- a. ☒ Last day of Plan Year
- b. ☐ Last day of each Plan quarter
- c. ☐ Last day of each month
- d. ☐ Each business day
- e. ☐ Other: _____ (Must be at least annually).

4. Plan Administration

- a. Designation of Plan Administrator (Section 11.01):
- i. ☒ Plan Sponsor
 - ii. ☐ Committee appointed by Plan Sponsor
 - iii. ☐ Other: _____
- b. Establishment of procedures for the Plan Administrator and the Investment Fiduciary (Sections 11.01(c) and 11.02(c)):
- i. ☒ Plan Administrator and Investment Fiduciary adopt own procedures
 - ii. ☐ Governing body of the Plan Sponsor sets procedures for Plan Administrator and Investment Fiduciary
- c. Type of indemnification for the Plan Administrator and Investment Fiduciary:
- i. ☐ None - the Employer will not indemnify the Plan Administrator or the Investment Fiduciary
 - ii. ☒ Standard according to Section 11.06
 - iii. ☐ Provided pursuant to an outside agreement
- d. ☐ The following modifications shall be made to the duties of the applicable parties: _____

NOTE: H.4d may be used to reallocate duties between the Plan Sponsor and the Plan Administrator. It may also be used to designate additional parties to perform specific Plan Administrator and/or Plan Sponsor duties.

5. Trust

- a. Use the Trust agreement contained in the Basic Plan Document
- i. ☐ Yes
 - ii. ☐ No
 - iii. ☐ Yes, but only for the following assets/Accounts: _____; other assets/Accounts will use an outside Trust or an arrangement described in Code section 401(f).
 - iv. ☒ Not Applicable - Assets are held solely by an arrangement described in Code section 401(f).
- b. Trustee Type
- i. ☐ Corporate. Trustee name and address: _____
 - ii. ☐ Individual. Trustee name(s): _____
- c. Type of Trustee Indemnification:
- i. ☐ Standard according to Section 10.07(b)
 - ii. ☐ None
- d. ☐ The Trustees may designate one or more Trustees to act on behalf of all Trustees (Section 10.05(b)(2)).

NOTE: Section 10.09 of the Basic Plan Document shall apply to the extent assets are held in an outside trust agreement.

NOTE: If the Trust agreement contained in the Basic Plan Document applies, then Trustee signature(s) is/are not necessary on amendments if the amendment does not affect Trustee duties.

NOTE: If G.5a.iv is selected, G.5b - d shall not apply.

NOTE: If a separate trust agreement is to be used (G.5a.ii or G.5a.iii is selected), the items in G.1-5 shall apply only to the extent that they are not superseded by the terms of the separate trust agreement. Only the trust document(s) previously approved by the IRS may be utilized with this Plan and still rely on the Plan's advisory letter.

NOTE: If G.5a.i or G.5a.iii (use Trust Agreement in Basic Plan Document) is selected and G.5c.ii (no indemnification) is selected, indemnification for the Trustee may be pursuant to an agreement that is not a part of the Plan.

NOTE: If G.5c.ii (no indemnification) Section 10.07(b) shall not apply and indemnification for the Trustee may be pursuant to an agreement that is not a part of the Plan.

6. Trust Administrative Modifications

- a. ☐ The following modifications are made to the permitted investments under the Trust Fund: _____
- b. ☐ The following modifications are made to the duties of the Trustee, Investment Fiduciary or Investment Manager: _____
- c. ☐ The following modifications are made to other administrative provisions of the Trust Fund: _____

NOTE: G.6 only applies if G.5a.i or G.5a.iii is selected (the Trust Agreement contained in the Basic Plan Document applies).

NOTE: The addition of language in G.6 cannot conflict with other provisions of the Plan and cannot cause the Plan to fail to qualify under Code section 401(a). Under no circumstances can a modification consist of: 1) removal or change to the prudent man rule, 2) addition of arbitration for Participant disputes, 3) addition of securities lending program, and 4) modification of the duties of the special trustee in Section 10.02(b) to determine and collect contributions under the Plan.

Qualified Domestic Relations Orders

7. ☒ Section 13.02 shall apply.

SECTION H. MISCELLANEOUS

Failure to properly fill out the Adoption Agreement may result in disqualification of the Plan.

The Plan shall consist of this Adoption Agreement #004, its related Basic Plan Document #P-03 and any related Appendix and Addendum to the Adoption Agreement.

The Plan is a volume submitter plan and is not a prototype plan.

The adopting employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code section 401 only to the extent provided in Revenue Procedure 2011-49 and any superseding guidance. The employer may not rely on the advisory letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the advisory letter issued with respect to the Plan and in Revenue Procedure 2011-49 and any superseding guidance. 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. The practitioner will inform the adopting employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. The practitioner, CCH INCORPORATED, DBA ftwilliam.com may be contacted at 700 W. Virginia St., Suite 305, Milwaukee, WI 53204; 414-226-2442.

SECTION I. EXECUTION PAGE

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The parties have caused this Plan to be executed this _____ day of _____, 2016.

PLYMOUTH CHARTER TOWNSHIP;

Signature: _____

Print Name: _____

Title/Position: _____

Plymouth Charter Township Governmental Non-ERISA Retirement Plan

BASIC PLAN DOCUMENT #P-03

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ARTICLE 2 DEFINITIONS

"Account" means the balance of a Participant's interest in the Trust Fund as of the applicable date as adjusted pursuant to Article 9. "Account" or "Accounts" shall include, to the extent provided in the Adoption Agreement, a Mandatory Employee Contribution Account, Mandatory After-tax Employee Contribution Account, Matching Contribution Account, Employer Contribution Account, Pension Contribution Account, Voluntary Contribution Account, Grandfathered 401(k) Contribution Account, Grandfathered Roth 401(k) Contribution Account, Rollover Contribution Account, Transfer Account and such other Account(s) or subaccount(s) as the Plan Administrator, in its discretion, deems appropriate.

"Adoption Agreement" means the document executed in conjunction with this Basic Plan Document that contains the optional features selected by the Plan Sponsor.

"Alternate Payee" means the person entitled to receive payment of benefits under the Plan pursuant to a Qualified Domestic Relations Order.

"Annual Addition" means the sum of the following amounts credited to a Participant's Account for the Limitation Year:

- (a) Employer contributions allocated to a Participant's Account, including Mandatory Employee Contributions, Matching Contributions, Employer Contributions, and Pension Contributions;
- (b) Voluntary Contributions and Grandfathered 401(k) Contributions;
- (c) forfeitures;
- (d) amounts allocated, after March 31, 1984, to an individual medical account, as defined in Code section 415(l)(2), which is part of a pension or annuity plan maintained by the Employer;
- (e) amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits, allocated to the separate Account of a key employee, as defined in Code section 419A(d)(3), under a welfare benefit fund, as defined in Code section 419(e), maintained by the Employer; and
- (f) allocations under a simplified employee pension plan.

Notwithstanding the foregoing, an Annual Addition shall not include a restorative payment within the meaning of IRS Revenue Ruling 2002-45 and any superseding guidance.

"Beneficiary" means the person(s) entitled to receive benefits, under Section 7.04 of the Plan, upon the Participant's death.

"Catch-up Contribution" means the contribution described in Section 5.02(d).

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Committee" means the committee that may be appointed by the Plan Sponsor pursuant to Section 11.01 to serve as Plan Administrator.

"Compensation" shall have the meaning set forth in the Adoption Agreement.

Compensation shall include other compensation paid by the later of: (a) 2-1/2 months after an Employee's severance from employment with the Employer or (b) the end of the Limitation Year that includes the date of the Employee's severance from employment with the Employer if: (1) the payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (e.g., overtime or shift differential), commissions, bonuses, or other similar payments; and (2) the payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

The exclusions from Compensation for payments after severance from employment do not apply to payments to a Participant who does not currently perform services for the Employer by reason of Qualified Military Service to the extent those payments do not exceed the amounts the Participant would have received if the individual had continued to perform services for the

NOTE: Code section 401(k)(4)(B)(ii) prohibits governmental employers from establishing new 401(k) plans. This provision does not apply to governmental 401(k) plans adopted before May 6, 1986.

"Grandfathered 401(k) Contribution Account" means so much of a Participant's Account as consists of a Participant's Grandfathered 401(k) Contributions (and corresponding earnings) made to the Plan. The Grandfathered 401(k) Contribution Account shall also include Catch-up Contributions described in Section 5.02(d) of the Plan.

"Grandfathered Roth 401(k) Contribution" means a Grandfathered 401(k) Contribution that is: (a) designated irrevocably by the Participant at the time of the cash or deferred election as a Grandfathered Roth 401(k) Contribution that is being made in lieu of all or a portion of the Pre-tax Grandfathered 401(k) Contributions the Participant is otherwise eligible to make under the Plan; and (b) treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election. Except as otherwise provided, Grandfathered Roth 401(k) Contributions shall be subject to the same conditions and limitations as apply to Grandfathered 401(k) Contributions.

"Grandfathered Roth 401(k) Contribution Account" means so much of a Participant's Account as consists of a Participant's Grandfathered Roth 401(k) Contributions (and corresponding earnings) made to the Plan. The Plan will maintain a record of the amount of Grandfathered Roth 401(k) Contributions in each Participant's Grandfathered Roth 401(k) Contribution Account.

"Hour of Service" means each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. If the Employer maintains the plan of a predecessor employer, service with such employer will be treated as service for the Employer if elected in the Adoption Agreement.

Service with respect to Qualified Military Service shall be credited in accordance with Code section 414(u) and service shall also be determined to the extent required by the Family and Medical Leave Act of 1993.

"Investment Fiduciary" means the person(s) designated as such in the Adoption Agreement.

"Investment Funds" means the funds in which the Trust Fund is invested.

"Investment Manager" means the person(s) designated as such in the Adoption Agreement.

"In-Plan Roth Rollover Account" means so much of a Participant's Account as consists of a Participant's In-Plan Roth Rollover Contributions (and corresponding earnings) made to the Plan.

"In-Plan Roth Rollover Contribution" means an Employee contribution made to the Plan as a rollover from another Account in the Plan pursuant to Section 8.07.

"Leased Employee" means any person (other than an Employee of the Employer) who, pursuant to an agreement between the Employer and any other person ("leasing organization"), has performed services for the Employer (or for the Employer and related persons determined in accordance with Code section 414(n)(6) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the Employer. Contributions or benefits provided to a Leased Employee by the leasing organization which are attributable to services performed for the Employer shall be treated as provided by the Employer. A person shall not be considered a Leased Employee if: such person is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least 10% of compensation, as defined in Code section 415(c)(3), but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under Code sections 125, 402(e)(3), 402(h), 403(b), 132(f) or 457; (2) immediate participation; and (3) full and immediate vesting.

"Limitation Year" means the year specified in the Adoption Agreement for purposes of determining Annual Additions limits pursuant to Article 5. All qualified plans maintained by the Employer must use the same Limitation Year. If the Limitation Year is amended to a different 12-consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

"Mandatory After-tax Employee Contribution" means a mandatory Employee contribution made to the Plan on an after-tax basis. The term Mandatory After-tax Employee Contribution shall not include Grandfathered Roth 401(k) Contributions.

"Mandatory After-tax Employee Contribution Account" means so much of a Participant's Account as consists of Mandatory After-tax Employee Contributions (and corresponding earnings) made to the Plan.

included on a uniform and consistent basis with respect to all similarly situated Employees; and (c) no compensation is included in more than one year.

"Qualified Domestic Relations Order" means any judgment, decree, or order (including approval of a property settlement agreement) that constitutes a "qualified domestic relations order" according to Plan Administrator procedures.

"Qualified Military Service" means qualified military service as defined in Code section 414(u).

"Required Beginning Date" means April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70-1/2 or the calendar year in which the Participant retires. The Adoption Agreement may provide that for all Participants: (a) the Required Beginning Date is April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2; or (b) the Participant may elect to begin receiving distributions at the date specified in the preceding sentence or the date specified in clause (a) of this sentence.

"Rollover Contribution" means an Employee contribution made to the Plan as a rollover from another eligible retirement plan or individual retirement account pursuant to Article 4 of the Plan.

"Rollover Contribution Account" means so much of a Participant's Account as consists of a Participant's Rollover Contributions (and corresponding earnings) made to the Plan.

"Section 415 Safe Harbor Option" means a definition of Compensation that:

(a) Includes all of the following:

(1) The Employee's wages, salaries, fees for professional services, and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan, to the extent that the amounts are includible in gross income (or to the extent amounts would have been received and includible in gross income but for an election under Code section 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b)). These amounts include, but are not limited to, commissions paid to salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. section 1.62-2(c).

(2) Amounts described in Code section 104(a)(3), 105(a), or 105(h), but only to the extent that these amounts are includible in the gross income of the Employee.

(3) Amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that at the time of the payment it is reasonable to believe that these amounts are not deductible by the Employee under Code section 217.

(4) The value of a nonstatutory option (which is an option other than a statutory option as defined in Treas. Reg. section 1.421-1(b)) granted to an Employee by the Employer, but only to the extent that the value of the option is includible in the gross income of the Employee for the taxable year in which granted.

(5) The amount includible in the gross income of an Employee upon making the election described in Code section 83(b).

(6) Amounts that are includible in the gross income of an Employee under the rules of Code section 409A or 457(f)(1)(A) or because the amounts are constructively received by the Employee.

(b) Excludes all of the following:

(1) Contributions (other than elective contributions described in Code section 402(e)(3), 408(k)(6), 408(p)(2)(A)(i), or 457(b)) made by the Employer to a plan of deferred compensation (including a simplified employee pension plan described in Code section 408(k) or a simple retirement account described in Code section 408(p), and whether or not qualified) to the extent that the contributions are not includible in the gross income of the Employee for the taxable year in which contributed. In addition, any distributions from a plan of deferred compensation (whether or not qualified) are not considered as compensation for Code section 415 purposes, regardless of whether such amounts are includible in the gross income of the Employee when distributed.

directed Trustee unless otherwise indicated in a separate agreement. If the Trustee is an individual Trustee, the Trustee will be a discretionary Trustee unless otherwise indicated in a separate trust agreement.

"Valuation Date" has the meaning specified in the Adoption Agreement. Notwithstanding anything in the Adoption Agreement to the contrary and in the event that there is to be a distribution, transfer of assets and/or division of assets from the Plan, the Plan Administrator may in its sole discretion declare a special Valuation Date, but only for that portion of the Plan that is not daily-valued to protect the interests of Participants in the Plan or the Participant receiving the distribution.

"Voluntary Contribution" means an Employee contribution made to the Plan on an after-tax basis. The term Voluntary Contribution shall not include Grandfathered Roth 401(k) Contributions.

"Voluntary Contribution Account" means so much of a Participant's Account as consists of a Participant's Voluntary Contributions (and corresponding earnings) made to the Plan.

Termination date, and who is subsequently reemployed by the Employer as an Eligible Employee, shall resume or become a Participant immediately upon his rehire date with respect to the contributions for which the eligibility requirements of this Article 3 have been satisfied to the extent provided by the Adoption Agreement. An individual who has not so qualified for participation on his Termination date, and who is subsequently reemployed by the Employer as an Eligible Employee, shall be eligible to participate as of the later of the effective date of such reemployment or the date the individual meets the eligibility requirements of this Article 3.

Section 3.06 LIMITATIONS ON EXCLUSIONS

(a) **Eligibility Waiver.** The Employer may waive any of the Eligibility requirements to participate in the Plan with respect to Employer Contributions for an Employee who does not otherwise satisfy such requirements.

(b) **Modifications.** The completion of a 'fill-in' blank in the Adoption Agreement shall not be considered to be a modification to the Volume Submitter document unless the language used to complete the 'fill-in' blank is contrary to the notes and guidelines that accompany the option. If a completed 'fill-in' blank violates/is contrary to the notes and guidelines that accompany the option, the language is a modification to the Volume Submitter document.

Section 3.07 PROCEDURES FOR ADMISSION

The Plan Administrator shall prescribe such forms and may require such data from Participants as are reasonably required to enroll a Participant in the Plan or to effectuate any Participant elections made pursuant to this Article 3.

Section 3.08 PARTICIPANTS RECEIVING DIFFERENTIAL MILITARY PAY

To the extent selected in the Adoption Agreement and pursuant to Code section 414(u)(12), IRS Notice 2010-15 and any superseding guidance, a Participant receiving differential wage payments (as defined in Code section 3401(h)(2)) shall be treated as an Employee of the Employer making the payment and the differential wage payments may be treated as Compensation under the Plan to the extent selected in the Adoption Agreement.

covered Employee. A notice satisfies the timing requirements of this paragraph only if it is provided sufficiently early so that the Employee has a reasonable period of time after receipt of the notice in order to make the election described under Treas. Reg. section 1.414(w)-1(e)(2).

(B) The notice must describe how contributions made under the arrangement will be invested in the absence of any investment election.

(C) The notice must describe the right to make a permissible withdrawal (as described in Section 4.01(g)(4)(B)), if applicable, and the procedures to elect such a withdrawal.

(2) Unless otherwise selected in the Adoption Agreement, if the Plan provides for Grandfathered Roth 401(k) Contributions, all Grandfathered 401(k) Contributions made under Subsection (g) shall be designated as Pre-tax Grandfathered 401(k) Contributions.

(3) Administrator Discretion. The Plan Administrator may, on a uniform basis, provide that a new initial period shall begin for an Employee who is terminated for a full Plan Year and is rehired in a subsequent Plan Year. The Plan Administrator may also, on a uniform basis, provide that an affirmative election expires at the end of each Plan Year and that the Employee must make a new affirmative election if he or she wants the prior rate of Grandfathered 401(k) Contribution to continue.

(4) Elections to End or Reduce Automatic Enrollment

(A) If the Adoption Agreement indicates the Plan is not an Eligible Automatic Contribution Arrangement (EACA) and the Plan Administrator elects to allow withdrawals, the Eligible Employee may file an election to receive cash in lieu of Grandfathered 401(k) Contributions at the time such deemed election is made or within the 60 day period thereafter. Upon an election to receive cash in lieu of Grandfathered 401(k) Contributions, the Participant shall not receive a refund of any Grandfathered 401(k) Contribution made. The Eligible Employee may make a subsequent affirmative election to make Grandfathered 401(k) Contributions at a later date that is effective as provided in Section 4.01(b).

(B) Eligible Automatic Contribution Arrangement (EACA). To the extent the Adoption Agreement indicates the Plan intends to be an eligible automatic contribution arrangement (EACA), if the Adoption Agreement allows for permissible withdrawals, an Employee for whom Grandfathered 401(k) Contributions have been automatically made may elect to withdraw all of the contributions made on his or her behalf including earnings thereon to the date of the withdrawal. This withdrawal right is available only if the withdrawal election is made within the earlier of 90 or the number of days specified in the Adoption Agreement after the date the first contribution is made under an EACA. Any Matching Contribution made with respect to the amount withdrawn (adjusted for allocable gains and losses) shall be forfeited. A withdrawal request will be treated as an affirmative election to stop having Grandfathered 401(k) Contributions made unless the Employee affirmatively elects otherwise.

(i) Election Period. The Plan Administrator may, on a uniform basis and non-discriminatory basis, require an election period shorter than 90 days, provided that such election period must be at least 30 days.

(ii) Treatment of Refunds. Grandfathered 401(k) Contributions refunded pursuant to this Subsection and any related Matching Contributions forfeited, shall be disregarded in determining limitations under Code section 402(g). Any amounts refunded under this Paragraph are not eligible rollover contributions.

(iii) Rehires. The Plan Administrator may, on a uniform, for an Employee who is terminated for a full Plan Year and is rehired in a subsequent Plan Year provide that such Employee be treated as a new hire.

(iv) Fees. The amount distributed may be reduced by fees pursuant to Treas. Reg. section 1.414(w)-1(c)(3)(ii).

(v) The provisions of this Subsection are subject to any requirements under Code section 414(w), the final Treasury Regulations issued February 24, 2009 and any corresponding guidance or regulations issued thereunder.

(h) Contribution and Allocation of Grandfathered 401(k) Contributions and Voluntary Contributions. The Employer shall contribute to the Plan with respect to each pay period an amount equal to the Grandfathered 401(k) Contributions and Voluntary Contributions of Participants for such pay period, as determined pursuant to the elections in force pursuant to this Section. There shall be directly and promptly allocated to the Grandfathered 401(k) Contribution Account, Grandfathered 401(k) Roth Contribution Account and Voluntary Contribution Account of each Participant the Grandfathered 401(k) Contributions and

applicable contributions on behalf of each such Disabled Participant 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 suffering a Disability. Contributions allocated to Participants suffering a Disability pursuant to this Subsection shall be fully (100%) vested when made. Such allocations shall cease on the first to occur of the following:

- (1) the last day of the Plan Year in which occurs the anniversary specified in the Adoption Agreement of the date the Plan Administrator determines that the Participant's Disability commenced;
- (2) the date the Participant ceases to suffer from a Disability;
- (3) the date the Participant refuses to submit to a periodic examination by the Employer or its agent to determine the existence of a Disability; or
- (4) the date the Participant dies.

Section 4.04 ROLLOVER CONTRIBUTIONS

To the extent provided in the Adoption Agreement, the Plan Administrator may direct the Trustee to accept Rollover Contributions made in cash or other form acceptable to the Trustee. Rollover Contributions shall be allocated to the Participant's/Eligible Employee's (to the extent elected in the Adoption Agreement) Rollover Contribution Account. The Plan may accept the following Rollover Contributions to the extent allowed by the Plan Administrator in its sole discretion:

- (a) A rollover from a plan qualified under Code section 401(a) or 403(a) if the contribution qualifies as a tax-free rollover as defined in Code section 402(c). If it is later determined that the amount received does not qualify as a tax-free rollover, the amount shall be refunded to the Eligible Employee.
- (b) A rollover from a "Conduit Individual Retirement Account", as determined in accordance with procedures established by the Plan Administrator and only if the contribution qualifies as a tax-free rollover as defined in Code section 402(c). If it is later determined that the amount received does not qualify as a tax-free rollover, the amount shall be refunded to the Eligible Employee.
- (c) A direct rollover of an eligible rollover distribution of after-tax employee contributions from a qualified plan described in Code section 401(a) or 403(a). The Plan shall separately account for amounts so transferred, including separately accounting for the portion of such contribution which is includible in gross income and the portion of such contribution which is not so includible.
- (d) Any rollover of an eligible rollover distribution from an annuity contract described in Code section 403(b). The Plan shall separately account for after-tax amounts so transferred, including separately accounting for the portion of such contribution which is includible in gross income and the portion of such contribution which is not so includible.
- (e) Any rollover of an eligible rollover distribution from an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.
- (f) Any rollover contribution of the portion of a distribution from an individual retirement account or annuity described in Code sections 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includible in gross income.
- (g) Any additional rollover contribution as may be permitted by applicable law.

Section 4.05 TRANSFERS

The Trustee may be directed to accept a direct transfer of assets, made without the consent of the affected Employees, from the trustee of any other qualified plan described in Code section 401(a) to the extent permitted by the Code and the regulations and rulings thereunder. In the event assets are transferred to the Plan pursuant to the foregoing sentence, the transferred assets shall be accounted for separately in the Transfer Account of the affected Employees to the extent necessary to preserve a more favorable vesting schedule or any other legally-protected benefits available to such Employees under the transferor plan. The Plan Administrator shall establish a vesting schedule for the Transfer Account; provided that such schedule is not less favorable than the vesting schedule under the transferor plan.

(A) Eligibility Service. Code section 410(a) shall be applied as if all Employees of each Employer who maintains the Plan were employed by a single Employer. An Employee who transfers employment between Adopting Entities and/or the Plan Sponsor shall not be considered to have a Termination of Employment.

(B) Exclusive Benefit. For purposes of Code section 401(a), in determining whether the Plan of an Employer is for the exclusive benefit of its Employees and their Beneficiaries all Participants shall be considered to be its Employees.

(C) Vesting. Code section 411 shall be applied as if all Employers who maintain the Plan constituted a single Employer, except that the application of any rules with respect to breaks in service shall be made under regulations prescribed by the Secretary of Labor.

(D) Funding. To the extent the Plan is subject to Code section 412, the provisions of Code sections 413(c)(4) and 413(c)(5) shall apply.

(4) Other Rules.

(A) Contributions and forfeitures arising hereunder must be restricted to Participants who are employed by the entity under which the forfeitures arose.

(B) Maximum Annual Additions. Except as provided in Treas. Reg. section 1.415(f)-1(g)(2)(i) (regarding aggregation of multiemployer plans with plans other than multiemployer plans), for purposes of applying Section 5.05, Annual Additions attributable to a Participant from all of the Employers maintaining the Plan must be taken into account. Furthermore, in applying the limitations of Section 5.05 with respect to a Participant, the total Statutory Compensation received by the Participant from all of the Employers maintaining the Plan is taken into account under the Plan, unless Treas. Reg. section 1.415-1(e) and any superseding guidance specifies otherwise.

(5) Each participating entity shall be jointly and severally liable for plan expenses.

(b) Aggregated Plan Arrangements. This Section shall apply if the Plan is an Aggregated Plan Arrangement.

(1) Method of Adoption. Each Adopting Entity shall execute a joinder/participation agreement in which the Adopting Entity adopts the Master Adoption Agreement. The joinder/participation agreement may also contain Adoption Agreement provisions, if any, which may be overridden by an Adopting Entity. However, an Adopting Entity may not modify the definition of Plan Administrator. The execution of the joinder/participation agreement by an Adopting Entity shall constitute the adoption of a separate plan for the Adopting Entity and not the adoption of the same plan as any other Adopting Entity. An Adopting Entity may amend its joinder/participation agreement at any time with the approval of the Plan Administrator. The Adopting Entity may choose to allow the Plan Administrator to amend the Master Adoption Agreement on its behalf.

(2) Definitions for purposes of this Subsection 4.07(b):

(A) "Adopting Entity" means an entity who adopts a joinder/participation agreement as its separate plan.

(B) "Master Adoption Agreement" means an Adoption Agreement that contains a complete set of responses to all possible Plan provisions.

(3) Application of Code section 413(c). The provisions of Code section 413(c) shall not apply to the Plan. Each Adopting Entity's plan shall constitute a separate plan.

(c) Provisions that apply to Multiple Employer Plans and Aggregated Plan Arrangements.

(1) No Modification to Pre-Approved Language. The execution of a joinder/participation agreement shall not be considered a modification to the IRS pre-approved language of the Plan.

(2) Termination of Participation. If an Adopting Entity terminates its participation in the Plan (or is terminated by the Plan Administrator) the Plan Administrator may require the terminating entity to do any of the following:

ARTICLE 5 LIMITATIONS ON CONTRIBUTIONS

Section 5.01 MAXIMUM AMOUNT OF ANNUAL ADDITIONS

(a) General Rule.

(1) One Plan. If the Participant does not participate in, and has never participated in another qualified plan maintained by the Employer or a welfare benefit fund, as defined in Code section 419(e), maintained by the Employer, or an individual medical account, as defined in Code section 415(l)(2), maintained by the Employer, or a simplified employee pension plan, as defined in Code section 408(k), maintained by the Employer, which provides an Annual Addition, the amount of Annual Additions which may be credited to the Participant's Account for any Limitation Year will not exceed the lesser of the maximum permissible amount specified in Section 5.01(b) or any other limitation contained in this Plan. If the Employer contribution that would otherwise be contributed or allocated to the Participant's Account would cause the Annual Additions for the Limitation Year to exceed such maximum permissible amount, the amount contributed or allocated will be reduced so that the Annual Additions for the Limitation Year will equal the maximum permissible amount.

(2) Multiple Plans. This Subsection 5.01(a)(2) applies if, in addition to this Plan, the Participant is covered under another qualified defined contribution plan maintained by the Employer, a welfare benefit fund maintained by the Employer, an individual medical account maintained by the Employer, or a simplified employee pension plan maintained by the Employer, that provides an Annual Addition during any Limitation Year. The Annual Additions which may be credited to a Participant's Account under this Plan for any such Limitation Year will not exceed the maximum permissible amount specified in Section 5.01(b) reduced by the Annual Additions credited to a Participant's account under the other qualified defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pension plans for the same Limitation Year.

(b) Maximum Permissible Amount. For Limitation Years beginning on or after January 1, 2002, the maximum permissible amount is the lesser of:

(1) \$40,000, as adjusted for increases in the cost-of-living under Code section 415(d); or

(2) 100% of the Participant's Statutory Compensation for the Limitation Year. The Compensation limit referred to in this Subsection (b)(2) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code sections 401(h) or 419A(f)(2)) which is otherwise treated as an Annual Addition. Notwithstanding the preceding sentence, Statutory Compensation for purposes of Section 5.01 for a Participant in a defined contribution plan who is permanently and totally disabled (as defined in Code section 22(e)(3)) is the Compensation such Participant would have received for the Limitation Year if the Participant had been paid at the rate of Compensation paid immediately before becoming permanently and totally disabled.

Prior to determining the Participant's actual Statutory Compensation for the Limitation Year, the Employer may determine the maximum permissible amount for a Participant on the basis of a reasonable estimation of the Participant's Statutory Compensation for the Limitation Year, uniformly determined for all Participants similarly situated. As soon as is administratively feasible after the end of the Limitation Year, the maximum permissible amount for the Limitation Year will be determined on the basis of the Participant's actual Statutory Compensation for the Limitation Year.

(c) Correction of Excess. If there is an allocation in excess of the Maximum Permissible Amount, the Plan Administrator shall correct such excess pursuant to the procedures outlined under Employee Plans Compliance Resolution System as described in Rev. Proc. 2013-12 and any superseding guidance.

Section 5.02 ANNUAL LIMITATION ON GRANDFATHERED 401(K) CONTRIBUTIONS

(a) Amount. Notwithstanding anything herein to the contrary, Grandfathered 401(k) Contributions made under this Plan, or elective deferrals made under any other qualified plan maintained by the Employer may not exceed, during any taxable year, the dollar limitation contained in Code section 402(g) in effect at the beginning of such taxable year. For purposes of this Section 5.02, elective deferrals shall mean qualified cash or deferred arrangements described in Code section 401(k), any salary reduction simplified employee pension plan described in Code section 408(k)(6), any SIMPLE IRA plan described in Code section 408(p) and any plan described under Code section 501(c)(18), and any employer contributions made on the behalf of a participant for the purchase of an annuity contract under Code section 403(b) pursuant to a salary reduction agreement.

ARTICLE 6 VESTING

Section 6.01 PARTICIPANT CONTRIBUTIONS

A Participant shall have a fully (100%) vested and nonforfeitable interest in his Voluntary Contribution Account, Mandatory Employee Contribution Account, Mandatory After-tax Employee Contribution Account, Grandfathered 401(k) Contribution Account, Grandfathered Roth 401(k) Contribution Account and Rollover Contribution Account.

Section 6.02 EMPLOYER CONTRIBUTIONS

The Participant's interest in his Matching Contribution Account, Employer Contribution Account and Pension Contribution Account shall vest based on his Years of Vesting Service in accordance with the terms of the Adoption Agreement.

Notwithstanding the foregoing, a Participant shall become fully (100%) vested upon his attainment of Normal Retirement Age while an Employee. In addition, the Adoption Agreement may provide that a Participant will become fully (100%) vested upon (a) his death while an Employee, (b) his suffering a Disability while an Employee, or (c) attaining his Early Retirement Age while an Employee. Effective January 1, 2007, if a Participant dies while performing Qualified Military Service, the survivors of the Participant are entitled to any additional benefits provided under the Plan as if the Participant had resumed and then terminated employment on account of death pursuant to Code section 401(a)(37). If Participants become fully (100%) vested upon death while an Employee, Participants shall also become fully (100%) vested upon death while performing Qualified Military Service.

A Participant's Transfer Account, if any, shall remain subject to the vesting schedule that applied to the Account immediately prior to the transfer.

Section 6.03 FORFEITURES

(a) **Participants Receiving a Distribution.** A Participant who receives a distribution of the value of the entire vested portion of his Account shall forfeit the nonvested portion of such Account according to the timeframes specified in the Adoption Agreement. For purposes of this Section, if the value of a Participant's vested Account balance is zero upon Termination, the Participant shall be deemed to have received a distribution of such vested Account.

(b) **Participants Not Receiving a Distribution.** The nonvested portion of the Account balance of a Participant who has a Termination of Employment and does not receive a complete distribution of the vested portion of his Account shall be forfeited according to the timeframes specified in the Adoption Agreement.

(c) **Reemployment.** A Participant that is reemployed after a period of severance may have nonvested Account balances restored to the extent specified in the Adoption Agreement.

(d) **Disposition of Forfeitures.** Amounts forfeited from a Participant's Account shall be used to restore forfeitures or reduce Employer contributions (or reallocate as Employer contributions) made pursuant to Article 4, or to pay reasonable Plan expenses to the extent specified in the Adoption Agreement.

(e) **Vesting Following In-Service Withdrawals or Payment in Installments.** If a distribution is made at a time when a Participant has a nonforfeitable right to less than 100% of his Account derived from Employer contributions and the Participant may increase the nonforfeitable percentage in the Account:

(1) A separate Account will be established for the Participant's interest in the Plan as of the time of the distribution, and

(2) At any relevant time the Participant's nonforfeitable portion of the separate Account will be equal to an amount ("X") determined by the formula:

$$X = P(AB + (R \times D)) - (R \times D)$$

For purposes of applying the formula: P is the nonforfeitable percentage at the relevant time; AB is the Account balance at the relevant time; D is the amount of the distribution; and R is the ratio of the Account balance at the relevant time to the Account balance after distribution.

ARTICLE 7 DISTRIBUTIONS

Section 7.01 COMMENCEMENT OF DISTRIBUTIONS

(a) **Early and Normal Retirement.** A Participant, upon attainment of his Normal Retirement Age, shall be entitled to retire and to receive his Account as his benefit hereunder pursuant to Section 7.02. To the extent permitted in the Adoption Agreement, a Participant may, at any time after reaching his Early Retirement Age but before Termination, elect to have the Plan Administrator commence the distribution of his benefit pursuant to Section 7.02 by providing the Plan Administrator with a written election to that effect. Any such written election shall state the date upon which distribution of benefits is to commence and shall be effective upon delivery to the Plan Administrator.

(b) **Late Retirement.** If a Participant continues in the employ of the Employer beyond his Normal Retirement Age, his participation under the Plan shall continue, and his benefits under the Plan shall commence following his actual Termination of Employment pursuant to Section 7.02. To the extent permitted in the Adoption Agreement, a Participant may, at any time after reaching his Normal Retirement Age but before actual retirement, elect to have the Plan Administrator commence the distribution of his benefit pursuant to Section 7.02 by providing the Plan Administrator with a written election to that effect. Any such written election shall state the date upon which distribution of benefits is to commence and shall be effective upon delivery to the Plan Administrator.

(c) **Disability Retirement.** Except as may be otherwise provided in the Adoption Agreement, if a Participant becomes Disabled, he shall become entitled to receive his vested Account pursuant to Section 7.02 following the date he has a Termination of Employment.

(d) **Death.** If a Participant dies, either before or after his Termination of Employment, his Beneficiary designated pursuant to Section 7.04 shall become entitled to receive the Participant's vested Account pursuant to Section 7.02.

(e) **Termination of Employment.** A Participant shall become entitled to receive his vested Account pursuant to Section 7.02 following the date he has a Termination of Employment.

Section 7.02 TIMING AND FORM OF DISTRIBUTIONS

(a) **Distribution for Reasons Other Than Death.** Payment of a Participant's vested Account shall commence at such times and shall be payable in the form and at such times as specified in the Adoption Agreement. To the extent permitted in the Adoption Agreement, a Participant may elect to have the Plan Administrator apply his entire Account toward the purchase of an annuity contract. The terms of such annuity contract shall comply with the provisions of this Plan and any annuity contract shall be nontransferable and shall be distributed to the Participant.

The method of distribution shall be selected by the Participant on a form prescribed by the Plan Administrator. If no such selection is made by the Participant, payment shall be made in the form of a lump sum distribution unless the Adoption Agreement provides for different normal form of payment. No distribution shall be made if the Participant is rehired by the Employer before payments commence.

(b) **Distribution on Account of Death.**

(1) **Before Distribution Has Begun.** If the Participant dies before distribution of his Account begins, distribution of the Participant's entire Account shall be completed by the time and in the manner specified in the Adoption Agreement. To the extent permitted in the Adoption Agreement, payments may be made at least as rapidly as over the following periods:

(A) A complete distribution shall be made by December 31 of the calendar year containing the fifth anniversary of the Participant's death;

(B) Distributions may be made over the life or over a period certain not greater than the life expectancy of the Beneficiary commencing on or before December 31 of the calendar year immediately following the calendar year in which the Participant died; and/or

Adoption Agreement, payments shall commence as of the Participant's Required Beginning Date in the form of a lump sum or installment payments. The Participant's consent shall be obtained in writing within the 180-day period ending on the first day of the first period for which an amount is paid as an annuity or any other form. The Plan Administrator shall notify the Participant of the right to defer any distribution until the date specified in the Adoption Agreement. Such notification shall include a general description of the material features, and an explanation of the relative values of, the optional forms of benefit available under the Plan, and shall be provided no less than 30 days and no more than 180-days prior to the first day of the first period for which an amount is paid as an annuity or any other form. Distribution may commence less than 30 days after the notice described in the preceding sentence is given, provided the Plan Administrator clearly informs the Participant that he has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and the Participant, after receiving the notice, affirmatively elects a distribution. In the event a Participant's vested Account balance becomes distributable without consent pursuant to this Subsection (b), and the Participant fails to elect a form of distribution, the vested Account balance of such Participant shall be paid in a single sum.

(c) For purposes of this Section 7.03, the Participant's vested Account balance shall not include amounts attributable to accumulated deductible Employee contributions within the meaning of Code section 72(o)(5)(B).

(d) Required Distributions and Plan Termination. Consent of the Participant shall not be required to the extent that a distribution is required to satisfy Code sections 401(a)(9) or 415. In addition, upon termination of this Plan the Participant's Account balance shall be distributed to the Participant in a lump sum distribution. However, if the Employer maintains another defined contribution plan, then the Participant's Account balance will be transferred, without the Participant's consent, to the other plan if the Participant does not consent to an immediate distribution.

(e) Treatment of Rollovers. If elected in the Adoption Agreement, Rollovers shall be disregarded in determining the value of the Account balance for involuntary distributions. For purposes of this Section 7.03, the Participant's vested Account balance shall not include that portion of the Account balance that is attributable to Rollover Contributions (and earnings allocable thereto) within the meaning of Code sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16).

Section 7.04 BENEFICIARY

(a) Beneficiary Designation Right. Beneficiaries may be designated according to the policies and procedures of the Plan Administrator or Employer and applicable law.

(b) No Designated Beneficiary. Unless otherwise provided in an Addendum to the Adoption Agreement, in the event that the Participant fails to designate a Beneficiary, or in the event that the Participant is predeceased by all designated primary and secondary Beneficiaries, the death benefit shall be payable to the Participant's spouse or, if there is no spouse, to the Participant's children in equal shares or, if there are no children to the Participant's estate.

Section 7.05 MINIMUM DISTRIBUTION REQUIREMENTS

No distribution option may be selected by a Participant or Beneficiary under this Plan unless it satisfies a reasonable, good faith interpretation of the requirements of Code section 401(a)(9).

Section 7.06 DIRECT ROLLOVERS

(a) In General. This Section applies to distributions made after December 31, 2001. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this part, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution that is equal to at least \$500 (or such lesser amount as determined by the Plan Administrator) paid directly to an eligible retirement plan specified by the distributee in a direct rollover. If an eligible rollover distribution is less than \$500 (or such lesser amount as determined by the Plan Administrator), a distributee may not make the election described in the preceding sentence to roll over a portion of the eligible rollover distribution. This Paragraph shall be subject to Code sections 401(a)(31) and 402(f); Treas. Reg. sections 1.401(a)(31)-1, 1.402(c)-2 and 1.401(k)-1(f); and IRS Notices 2005-5, 2008-30, 2009-69, and 2009-75.

Effective January 1, 2007, a non-spouse Beneficiary who is a designated Beneficiary within the meaning of Code section 401(a)(9)(E) may, after the death of the Participant, make a direct rollover of a distribution to an IRA established on behalf of the designated Beneficiary; provided the distributed amount satisfies all the requirements to be an eligible rollover distribution other than the requirement that the distribution be made to the Participant or the Participant's spouse. Such direct rollovers shall be subject to the terms and conditions of IRS Notice 2007-7 and superseding guidance, including but not limited to the provision in

greater than \$1,000, the portion of the Participant's distribution attributable to any Rollover Contribution is included. Eligible rollover distributions from a Participant's Grandfathered Roth 401(k) Contribution Account are separately taken into account in determining whether the total amount of the Participant's Account balances under the Plan exceeds \$1,000 for purposes of mandatory distributions from the Plan.

Section 7.07 MINOR OR LEGALLY INCOMPETENT PAYEE

If a distribution is to be made to an individual who is either a minor or legally incompetent, the Plan Administrator may direct that such distribution be paid to the legal guardian. If a distribution is to be made to such person and there is no legal guardian, the Plan Administrator may direct that payment be made to: (a) a parent, (b) a person holding a power of attorney; (c) a person authorized to act on behalf of such person under state law, or (d) the custodian for such person under the Uniform Transfer to Minors Act, if such is permitted by the laws of the state in which such minor resides. Such payment shall fully discharge the Trustee, Plan Administrator, Trust Fund, and the Employer from further liability on account thereof.

Section 7.08 MISSING PAYEE

If all or any portion of the distribution payable to a Participant or Beneficiary remains unpaid because the Plan Administrator has been unable to ascertain the whereabouts of the Participant or Beneficiary after making reasonable efforts to contact the Participant or Beneficiary (which may include, but not be limited to, sending a registered letter, return receipt requested, to the last known address of such Participant or Beneficiary; using the Social Security Administration letter forwarding service; and/or a commercial locating service) the Plan Administrator may use a reasonable method to remove the assets from the Plan that is consistent with the Code. Such methods may include, but not be limited to, (a) creating an individual retirement plan designated by the Plan Administrator; or (b) if, for a period of more than five years after such distribution becomes payable or six months after all attempts to locate the Participant or Beneficiary, the Plan Administrator is still unable to ascertain the whereabouts of the Participant or Beneficiary, the amount so distributable may be treated as a forfeiture under Article 6 hereof. Notwithstanding the foregoing, if a claim is subsequently made by the Participant or Beneficiary for the forfeited benefit pursuant to clause (b) of the preceding sentence, such benefit shall be reinstated without any credit or deduction for earnings and losses. Amounts forfeited from a Participant's Account under this Section shall be used pursuant to Section 6.03.

Section 7.09 DISTRIBUTIONS UPON TERMINATION OF PLAN

Except as provided in Section 12.03, a Participant shall receive the balance of his Account in a lump sum payment upon termination of the Plan without the establishment of an alternative defined contribution plan (as described in Treas. Reg. section 1.401(k)-1(d)(4)) other than an employee stock ownership plan (as defined in Code section 4975(e) or Code section 409), a simplified employee pension plan (as defined in Code section 408(k)), a SIMPLE IRA Plan (defined in Code section 408(p)), a plan or contract that satisfies the requirements of Code section 403(b), or a plan that is described in Code section 457(b) or (f).

Section 7.10 QUALIFIED HEALTH INSURANCE PREMIUMS FOR RETIRED PUBLIC SAFETY OFFICERS

The Plan Administrator may allow retired public safety officers to elect to have distributions used to pay for qualified health insurance premiums as provided in Code section 402(l). Such distributions shall be subject to the terms and conditions of IRS Notice 2007-7 and any superseding guidance.

Section 7.11 SERVICE CREDIT TRANSFERS

If permitted by the Plan Administrator, a Participant may elect to have any portion of the Participant's Account transferred to a defined benefit governmental plan provided the Participant is also a participant in the tax-qualified defined benefit governmental plan (as defined in Code section 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant. A transfer under this Section may be made before the Participant has Terminated. A transfer may be made under this Section only if the transfer is either for the purchase of permissive service credit (as defined in Code section 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code section 415 does not apply by reason of Code section 415(k)(3).

(c) **Hardship - Non Safe Harbor.** If the Adoption Agreement provides that the Plan has not adopted the safe harbor criteria for hardship for permitted Accounts, the following shall apply:

(1) **Immediate and Heavy Financial Need.** A hardship distribution shall only be made upon the finding by the Plan Administrator of an immediate and heavy financial need where such Participant lacks other available resources. Whether a Participant has an immediate and heavy financial need is to be determined based on all relevant facts and circumstances. The need to pay the funeral expenses of a family member would constitute an immediate and heavy financial need and a distribution made to a Participant for the purchase of a boat or television would not constitute a distribution made on account of an immediate and heavy financial need. A financial need may be immediate and heavy even if it was reasonably foreseeable or voluntarily incurred by the Participant.

(2) **Amount Necessary to Satisfy Need.** A distribution is not treated as necessary to satisfy an immediate and heavy financial need of a Participant to the extent the amount of the distribution is in excess of the amount required to relieve the financial need or to the extent the need may be satisfied from other resources that are reasonably available to the Participant. This determination generally is to be made on the basis of all relevant facts and circumstances. For purposes of this Subsection, the Participant's resources are deemed to include those assets of the Participant's spouse and minor children that are reasonably available to the Participant. A vacation home jointly owned (regardless of the nature of legal title) by the Participant and the Participant's spouse will be deemed a resource of the Participant. However, property held for the Participant's child under an irrevocable trust or under the Uniform Gifts to Minors Act is not treated as a resource of the Participant. The amount of an immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution. A distribution generally may be treated as necessary to satisfy a financial need if the Employer relies upon the Participant's written representation, unless the Employer has actual knowledge to the contrary, that the need cannot reasonably be relieved:

(A) Through reimbursement or compensation by insurance or otherwise;

(B) By liquidation of the Participant's assets;

(C) By cessation of all Participant contributions under the Plan;

(D) By other currently available distributions (including distribution of ESOP dividends under Code section 404(k)) and nontaxable (at the time of the loan) loans, under plans maintained by the Employer or by any other employer; or

(E) By borrowing from commercial sources on reasonable commercial terms in an amount sufficient to satisfy the need.

For purposes of this Subsection, a need cannot reasonably be relieved by one of the actions listed above if the effect would be to increase the amount of the need. For example, the need for funds to purchase a principal residence cannot reasonably be relieved by a Plan loan if the loan would disqualify the Employee from obtaining other necessary financing.

Section 8.02 SPECIFIED AGE; SPECIFIED AGE AND SERVICE

(a) A Participant may receive a distribution on attainment of a specified age from the Accounts specified in the Adoption Agreement. Unless otherwise specified in the Adoption Agreement, a Participant shall only be permitted to receive a specified age distribution pursuant to this Section 8.02 from Accounts that are fully (100%) vested.

(b) A Participant may receive a distribution on attainment of a specified age and service from the Accounts specified in the Adoption Agreement. Unless otherwise specified in the Adoption Agreement, a Participant shall only be permitted to receive a specified age and service distribution pursuant to this Section 8.02 from Accounts that are fully (100%) vested.

Section 8.03 OTHER WITHDRAWALS

(a) **After a Period Certain.** To the extent provided in the Adoption Agreement, a Participant may receive a distribution from his Matching Contribution Account and his Non-Elective Contribution Account which has accumulated for at least twenty-four (24) months; and an individual who has been a Participant for five (5) or more Plan Years shall be entitled to receive a distribution of his Matching Contribution Account and Non-Elective Contribution Account regardless of the length of time the funds have accumulated. Unless otherwise specified in the Adoption Agreement, a Participant shall only be permitted to receive a distribution pursuant to this Section 8.03(a) from Accounts that are fully (100%) vested.

(a) **Eligible Participants.** If allowed in the Adoption Agreement, a Participant may apply for a loan from the Plan and the provisions of Code section 72(p) and Treas. Reg. section 1.72(p)-1 shall apply to the Plan and are hereby incorporated by reference. The Plan Administrator may provide that a loan may only be granted for the purpose of enabling the Participant to meet a financial hardship or an unusual or special situation in his financial affairs. Loans shall only be granted pursuant to the terms of this Section to persons who the Plan Administrator determines have the ability to repay the loan.

(b) **Maximum Loan Amount.** No loan to any Participant can be made to the extent that such loan when added to the outstanding balance of all other loans to the Participant would exceed the lesser of:

(1) \$50,000 reduced by the excess (if any) of the highest outstanding balance of loans during the one year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the loan is made; or

(2) one-half the present value of the vested Account balance of the Participant or, if greater and so provided by the Plan Administrator, the total vested Account balance up to \$10,000; provided that additional security is given to the extent such loan exceeds 50% of the vested Account balance.

For the purpose of the above limitation, all loans from all qualified plans of the Employer are aggregated.

(c) **Loan Term and Amortization.** Any loan shall by its terms require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan. If so provided by the Plan Administrator, a loan term may extend beyond five years if the loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant.

(d) **Minimum Loan Amount - Maximum Number of Loans.** The Plan Administrator shall specify a minimum loan amount and the maximum number of loans outstanding at any one time.

(e) **Security.** All loans shall be secured by no more than one-half of the vested portion of the Participant's Accounts (determined immediately after the origination of the loan) and such additional security as the Plan Administrator may deem necessary. All loans made to Participants under this Section are to be considered Trust Fund investments and shall be segregated as provided in Article 9 hereof unless the Plan Administrator provides otherwise.

(f) **Repayment.** Loans shall be repaid in accordance with the foregoing and the Plan Administrator may require as a condition to granting such loan that it be repaid through payroll deductions. Unless the loan note provides otherwise, the principal amount of the loan and accrued interest shall become immediately due and payable upon a Termination of Employment. Repayment may be suspended pursuant to Code section 414(u).

(g) **Loan Fees.** Fees properly chargeable in connection with a loan may be charged, in accordance with a policy established by the Plan Administrator, against the Account of the Participant to whom the loan is granted.

(h) **Default.** In the event of default, foreclosure on the note and attachment of security shall not occur until a distributable event occurs in the Plan.

(i) **Loan Procedures.** The Plan Administrator is authorized to adopt any administrative rules or procedures that it deems necessary or appropriate with respect to the granting and administering of loans under this Article 8.

(j) **Ordering Rule.** The Plan Administrator shall determine from which Accounts a Participant may receive a loan and the ordering rule for loans. Such ordering rule may provide that the Participant may elect to have loans made first or last from his Voluntary Contribution Account or Grandfathered Roth 401(k) Contribution Account or in any combination of such Accounts and any other Account to the extent permitted in the Adoption Agreement.

In-Plan Roth Rollovers. To the extent provided in the Adoption Agreement and to the extent permitted by Code section 402A(c) and Notice 2010-84, a distribution from the Plan other than from a Grandfathered Roth 401(k) Account that is an eligible rollover

ARTICLE 9 INVESTMENT AND VALUATION OF TRUST FUND

Section 9.01 INVESTMENT OF ASSETS

All existing assets of the Trust Fund and all future contributions shall be invested in accordance with the terms of this Article 9. All assets of the Trust Fund may be commingled for investment purposes with the assets of any retirement plan which is maintained by the Employer and which qualifies under Code section 401(a) and may be held as a single fund under one or more trust instruments; provided that the value of each plan's assets can be determined at any time. The assets allocable to each such plan shall in no event be used for the benefit of Participants in the other plans.

Section 9.02 PARTICIPANT SELF-DIRECTION

(a) In General. To the extent provided for in the Adoption Agreement, the Plan Administrator may permit Participants to direct the investment of their Accounts pursuant to this Section 9.02. Any Participant self-direction shall be made pursuant to such uniform guidelines and procedures as the Plan Administrator may establish from time to time.

(b) Investment Elections. To the extent provided in Subsection (a), each Participant shall direct in the form and manner and at the time or times prescribed by the Plan Administrator the percentage of the applicable Accounts to be invested in one or more of the available Investment Funds, subject to such rules and limitations as the Plan Administrator may prescribe. After the death of the Participant, a Beneficiary shall be entitled to make investment elections as if the Beneficiary were the Participant. Notwithstanding the foregoing, the Plan Administrator may restrict investment transfers to the extent required to comply with applicable law.

(c) Loans. If the Adoption Agreement does not permit Participant self-direction, any assets that are held in the form of a Participant loan made pursuant to Article 8 shall be treated as a segregated investment unless otherwise provided by the Plan Administrator.

Section 9.03 INDIVIDUAL ACCOUNTS

To the extent provided in the Adoption Agreement, there shall be maintained on the books of the Plan with respect to each Participant, as applicable, a Mandatory Employee Contribution Account, Mandatory After-tax Employee Contribution Account, Matching Contribution Account, Employer Contribution Account, Pension Contribution Account, Voluntary Contribution Account, Grandfathered 401(k) Contribution Account, Grandfathered Roth 401(k) Contribution Account, Rollover Contribution Account, Transfer Account and any other Account established by the Plan Administrator. Each such Account shall separately reflect the Participant's interest in the Trust Fund relating to such Account. A Participant's interest in the Trust Fund shall be determined and accounted for based on his beneficial interest in such fund.

Section 9.04 ALLOCATION OF EARNINGS AND LOSSES

(a) Reinvestment. The dividends, capital gains distributions, and other earnings received on the Trust Fund shall be allocated to such fund and reinvested.

(b) Valuation. The assets of each Investment Fund shall be valued at their current fair market value as of each Valuation Date, and Accounts of each Participant with interests in that Investment Fund shall be credited with such Participant's allocable share of the earnings and losses of each Investment Fund since the immediately preceding Valuation Date. Such allocation shall be done on the basis of such Participant's interest in the applicable Investment Fund. For purposes of the allocation of investment earnings and losses, the Plan Administrator may adjust the value of interests of Investment Funds in Accounts as of the preceding Valuation Date to account for any contributions, distributions or withdrawals that occur after such preceding Valuation Date.

(c) Allocation to Individual Accounts. The Accounts of each Participant shall be adjusted as of each Valuation Date by: (1) reducing such Accounts by any distributions and withdrawals made therefrom since the preceding Valuation Date; (2) increasing or reducing such Accounts by the Participant's share of earnings and losses and reasonable fees charged against such Accounts at the direction of the Plan Administrator; and (3) crediting such Accounts with any contributions made thereto since the preceding Valuation Date.

(c) **Beneficiary.** The Trust Fund shall be designated as the beneficiary to receive death benefits payable pursuant to the provisions of any life insurance policy purchased pursuant to this Section. Any death proceeds received by the Trust Fund shall be added to the deceased Participant's Account and distributed pursuant to Article 7 hereof. Under no circumstances shall the Trust Fund retain any part of the proceeds. In the event of any conflict between the terms of this Plan and the terms of any insurance contract purchased hereunder, the Plan provisions shall control.

(d) **Conversion of Policies.** If an insured Participant does not die prior to retirement, the Plan Administrator may direct the Trustee to: (1) convert the entire value of any such life insurance contract at or before retirement into cash to provide the retirement benefits set forth in Article 7 so that no portion of such value may be used to continue life insurance protection beyond retirement; or (2) distribute any such contract to the Participant. Nothing provided herein shall be construed to prohibit the purchase, sale, transfer or exchange of any individual life insurance contract which would otherwise be permitted under applicable prohibited transaction class exemptions.

(e) **Distributions.** Any distribution of an insurance policy or the proceeds of an insurance policy purchased pursuant to this Section shall be subject to the requirements of Article 7.

(b) **Contributions.** The Trustee agrees to accept contributions that are paid to it by the Employer (as well as Rollover Contributions and direct transfers from other eligible retirement plans) in accordance with the terms of this Article. Such contributions shall be in cash or in such other form that may be acceptable to the Trustee. In-kind contributions are permitted only in non-pension plans provided that the contribution is discretionary and unencumbered. The Trustee shall have no duty to determine or collect contributions under the Plan and shall have no responsibility for any property until it is received by the Trustee. The Employer shall have the sole duty and responsibility for the determination of the accuracy or sufficiency of the contributions to be made under the Plan, the transmittal of the same to the Trustee and compliance with any statute, regulation or rule applicable to contributions.

(c) **Distributions.** The Trustee shall make distributions out of the Trust Fund pursuant to instructions described in Section 10.05. The Trustee shall not have any responsibility or duty under this Article for determining that such are in accordance with the terms of the Plan and applicable law, including without limitation, the amount, timing or method of payment and the identity of each person to whom such payments shall be made. The Trustee shall have no responsibility or duty to determine the tax effect of any payment or to see to the application of any payment. In making payments, the Employer acknowledges that the Trustee is acting as a paying agent and not as the payor, for tax information reporting and withholding purposes. In the event that any dispute shall arise as to the persons to whom payment or delivery of any assets shall be made by the Trustee, the Trustee may withhold such payment or delivery until such dispute shall have been settled by the parties concerned or shall have been determined by a court of competent jurisdiction.

(d) **Records.** The Trustee shall keep full and accurate accounts of all receipts, investments, disbursements and other transactions hereunder, including such specific records as may be agreed upon in writing between the Employer and the Trustee. All such accounts, books and records shall be open to inspection and audit at all reasonable times by any authorized representative of the Employer or the Plan Administrator. A Participant may examine only those individual account records pertaining directly to him.

(e) **Accounting.** The Trustee shall file with the Plan Administrator a written account of the administration of the Trust Fund showing all transactions effected by the Trustee subsequent to the period covered by the last preceding account and all property held at the end of the accounting period. The Trustee shall use its best effort to file such written account within ninety (90) days, but not later than one hundred twenty (120) days after the end of each Plan Year. Upon approval of such accounting by the Plan Administrator, neither the Employer nor the Plan Administrator shall be entitled to any further accounting by the Trustee. The Plan Administrator may approve such accounting by written notice of approval delivered to the Trustee or by failure to express objection to such accounting in writing delivered to the Trustee within six (6) months from the date on which the accounting is delivered to the Plan Administrator.

(f) **Participant Eligibility.** The Trustee shall not be required to determine the facts concerning the eligibility of any Participant to participate in the Plan, the amount of benefits payable to any Participant or Beneficiary under the Plan, or the date or method of payment or disbursement. The Trustee shall be fully entitled to rely in good faith solely upon the written advice and directions of the Plan Administrator as to any such question of fact.

(g) **Indicia of Ownership.** The Trustee shall not hold the indicia of ownership of any assets of the Trust Fund outside of the jurisdiction of the District Courts of the United States.

(h) **Notice.** The Trustee shall provide the Employer with advance notice of any legal actions the Trustee may take with respect to the Plan and Trust and shall promptly notify the Employer of any claim against the Plan and Trust.

(i) **Other Fiduciaries.** The Trustee shall not be responsible for the acts or omissions of any other persons.

Section 10.03 GENERAL INVESTMENT POWERS

In addition to all powers and authority under common law, statutory authority and other provisions of this Article, the Trustee shall have the following powers and authorities to be exercised in accordance with and subject to the provisions of Section 10.04 hereof:

(a) Invest and reinvest the Trust Fund in any property, real, personal or mixed, wherever situated, and whether situated, and whether or not productive of income or consisting of wasting assets, including, without limitation, common and preferred stock, bonds, notes, debentures, options, mutual funds, leaseholds, mortgages (including without limitation, any collective or part interest in any bond and mortgage or note and mortgage), certificates of deposit, and oil, mineral or gas properties, royalties, interests or rights (including equipment pertaining thereto), without being limited to the classes of property in which trustees are

(p) To repair, alter, improve or demolish any buildings which may be on any real estate forming part of the Trust Fund or to erect entirely new structures thereon;

(q) To renew, extend or participate in the renewal or extension of any mortgage, upon such terms as may be deemed advisable, and to agree to a reduction in the rate of interest on any mortgage or to any other modification or change in the terms of any mortgage or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the protection of the Trust Fund or the preservation of the value of the investment; to waive any default, whether in the performance of any covenant or condition of any mortgage or in the performance of any guarantee, or to enforce any such default in such manner and to such extent as may be deemed advisable; to exercise and enforce any and all rights of foreclosure, to bid on property in foreclosure, to take a deed in lieu of foreclosure with or without paying a consideration therefor, and in connection therewith to release the obligation on the bond or note secured by the mortgage; and to exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies in respect to any mortgage or guarantee;

(r) To purchase any authorized investment at a premium or at a discount;

(s) To purchase any annuity contract; and

(t) To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Plan.

Section 10.04 OTHER INVESTMENT POWERS

(a) Requirement for Preapproval. The powers granted the Trustee under Section 10.03 shall be exercised by the Trustee upon the written direction from the Investment Fiduciary pursuant to Sections 10.05 and 10.06. Any written direction of the Investment Fiduciary may be of a continuing nature, but may be revoked in writing by the Investment Fiduciary at any time. The Trustee shall comply with any direction as promptly as possible, provided it does not contravene the terms of the Plan or the provision of any applicable law. The Investment Fiduciary, by written direction, may require the Trustee to obtain written approval of the Investment Fiduciary before exercising such of its powers as may be specified in such direction. Any such direction may be of a continuing nature or otherwise and may be revoked in writing by the Investment Fiduciary at any time. The Trustee shall not be responsible for any loss that may result from the failure or refusal of the Investment Fiduciary to give any such required direction or approval.

(b) Prohibited Transactions. The Trustee shall not engage in any prohibited transaction within the meaning of the Code.

(c) Legal Actions. The Trustee is authorized to execute all necessary receipts and releases and shall be under the duty to make efforts to collect such sums as may appear to be due (except contributions hereunder); provided, however, that the Trustee shall not be required to institute suit or maintain any litigation to collect the proceeds of any asset unless it has been indemnified to its satisfaction for counsel fees, costs, disbursements and all other expenses and liabilities to which it may in its judgment be subjected by such action. Notwithstanding anything to the contrary herein contained, the Trustee is authorized to compromise and adjust claims arising out of any asset held in the Trust Fund upon such terms and conditions as the Trustee may deem just, and the action so taken by the Trustee shall be binding and conclusive upon all persons interested in the Trust Fund.

(d) Retention of Advisors. The Trustee, with the consent of the Investment Fiduciary, may retain the services of investment advisors to invest and reinvest the assets of the Trust Fund, as well as employ such legal, actuarial, medical, accounting, clerical and other assistance as may be required in carrying out the provisions of the Plan. The Trustee may also appoint custodians, subcustodians or subtrustees as to part or all of the Trust Fund.

Section 10.05 INSTRUCTIONS

(a) Reliance on Instructions. Whenever the Trustee is permitted or required to act upon the directions or instructions of the Investment Fiduciary, Plan Administrator or Employer, the Trustee shall be entitled to act in good faith upon any written communication signed by any person or agent designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Employer. Such person or agent shall be so designated either under the provisions of the Plan or in writing by the Employer and their authority shall continue until revoked in writing. The Trustee shall incur no liability for failure to act in good faith on such person's or agent's instructions or orders without written communication, and the Trustee shall be fully protected in all actions

(2) **Separation of Duties.** The assets with respect to which a particular Investment Manager has been appointed shall be specified by the Investment Fiduciary and shall be segregated in a separate account for the Investment Manager (the "Separate Account") and the Investment Manager shall have the power to direct the Trustee in every aspect of the investment of the assets of the Separate Account. The Trustee shall not be liable for the acts or omissions of an Investment Manager and shall have no liability or responsibility for acting pursuant to the direction of, or failing to act in the absence of, any direction from an Investment Manager, unless the Trustee knows that by such action or failure to act it would be itself committing a breach of fiduciary duty or participating in a breach of fiduciary duty by such Investment Manager.

(d) **Proxies.**

(1) **Delivery of Information.** The Trustee shall deliver, or cause to be delivered, to the Employer or Plan Administrator all notices, prospectuses, financial statements, proxies and proxy soliciting materials received by the Trustee relating to securities held by the Trust or, if applicable, deliver these materials to the appropriate Participant or the Beneficiary of a deceased Participant.

(2) **Voting.** The Trustee shall not vote any securities held by the Trust except in accordance with the written instructions of the Employer, the Investment Fiduciary, or to the extent provided in the Adoption Agreement, the Participant or the Beneficiary of the Participant, if the Participant is deceased. However, the Trustee may, in the absence of instructions, vote "present" for the sole purpose of allowing such shares to be counted for establishment of a quorum at a shareholders' meeting. The Trustee shall have no duty to solicit instructions from Participants, Beneficiaries, the Investment Fiduciary or the Employer.

(3) **Investment Manager.** To the extent not delegated to Participants pursuant to Subsection (b), the Investment Manager shall be responsible for making any proxy voting or tender offer decisions with respect to securities held in the Separate Account and the Investment Manager shall maintain a record of the reasons for the manner in which it voted proxies or responded to tender offers.

(e) **Life Insurance.** Any life insurance investment allowed under Article 9 shall be a permitted Investment Fund.

Section 10.07 COMPENSATION AND INDEMNIFICATION

(a) **Compensation.** The Trustee shall be entitled to reasonable compensation for its services as is mutually agreed upon with the Plan Sponsor; provided that such compensation does not result in a prohibited transaction within the meaning of the Code. If the Trustee and the Employer mutually agree that the Trustee may retain as additional compensation for its services any earnings resulting from the anticipated short-term investment of funds ("float") on Plan assets deposited in or transferred to a Trustee general or omnibus account, then the Trustee shall be authorized to retain such float; provided, that such agreement: (i) discloses the specific circumstances under which float will be earned and retained, (ii) in the case of float on distributions, discloses when the float period commences and ends, and (iii) discloses the rate of the float or the specific manner in which such rate will be determined. If approved by the Plan Administrator, the Trustee shall also be entitled to reimbursement for all direct expenses properly and actually incurred on behalf of the Plan. Such compensation or reimbursement shall be paid to the Trustee out of the Trust Fund unless paid directly by the Employer.

(b) **Indemnification.** Unless otherwise provided in an Addendum to the Adoption Agreement, each Employer shall indemnify and hold harmless the Trustee (and its delegates) from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses, incurred by the Trustee in connection with its duties hereunder to the extent not covered by insurance, except when the same is due to the Trustee's own gross negligence, willful misconduct, lack of good faith, or breach of its fiduciary duties under the Plan.

Section 10.08 RESIGNATION AND REMOVAL

(a) **Resignation.** The Trustee may resign at any time by written notice to the Plan Sponsor which shall be effective 60 days after delivery unless prior thereto a successor Trustee assumes the responsibilities of Trustee hereunder.

(b) **Removal.** The Trustee may be removed by the Plan Sponsor at any time.

(c) **Successor Trustee.** The appointment of a successor Trustee hereunder shall be accomplished by and shall take effect upon the delivery to the resigning or removed Trustee, as the case may be, of written notice of the Plan Sponsor appointing such successor Trustee, and an acceptance in writing of the office of successor Trustee hereunder executed by the successor so

ARTICLE 11 PLAN ADMINISTRATION

Section 11.01 PLAN ADMINISTRATOR

(a) **Designation.** The Plan Administrator shall be specified in the Adoption Agreement. In the absence of a designation in the Adoption Agreement, the Plan Sponsor shall be the Plan Administrator. If a Committee is designated as the Plan Administrator, the Committee shall consist of one or more individuals who may be Employees appointed by the Plan Sponsor and the Committee may elect a chairman and may adopt such rules and procedures as it deems desirable. The Committee may also take action with or without formal meetings and may authorize one or more individuals, who may or may not be members of the Committee, to execute documents in its behalf.

(b) **Authority and Responsibility of the Plan Administrator.** The Plan Administrator shall have total and complete discretionary power and authority:

(1) to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities and inconsistencies therein and to supply omissions thereto. Any construction, interpretation or application of the Plan by the Plan Administrator shall be final, conclusive and binding;

(2) to determine the amount, form or timing of benefits payable hereunder and the recipient thereof and to resolve any claim for benefits in accordance with this Article 11;

(3) to determine the amount and manner of any allocations and/or benefit accruals hereunder, including whether the Plan maintains an ERISA Account;

(4) to maintain and preserve records relating to Participants, former Participants, and their Beneficiaries and Alternate Payees;

(5) to prepare and furnish to Participants, Beneficiaries and Alternate Payees all information and notices required under applicable law or the provisions of this Plan;

(6) to prepare and file or publish with the Secretary of the Treasury, delegates and all other appropriate government officials all reports and other information required under law to be so filed or published;

(7) to approve and enforce any loan hereunder including the repayment thereof;

(8) to provide directions to the Trustee with respect to the purchase of life insurance (to the extent permitted in the Adoption Agreement), methods of benefit payment, valuations at dates other than regular Valuation Dates and on all other matters where called for in the Plan or requested by the Trustee;

(9) to hire such professional assistants and consultants as it, in its sole discretion, deems necessary or advisable; and shall be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports which are furnished by same;

(10) to determine all questions of the eligibility of Employees and of the status of rights of Participants, Beneficiaries and Alternate Payees;

(11) to arrange for bonding, if required by law;

(12) to adjust Accounts in order to correct errors or omissions;

(13) to determine whether any domestic relations order constitutes a Qualified Domestic Relations Order and to take such action as the Plan Administrator deems appropriate in light of such domestic relations order;

(14) to retain records on elections and waivers by Participants, their spouses and their Beneficiaries and Alternate Payees;

(15) to supply such information to any person as may be required;

Section 11.05 ALLOCATION OF FIDUCIARY RESPONSIBILITY

A Plan fiduciary shall have only those specific powers, duties, responsibilities and obligations as are explicitly given him under the Plan and Trust Agreement. It is intended that each fiduciary shall not be responsible for any act or failure to act of another fiduciary. A fiduciary may serve in more than one fiduciary capacity with respect to the Plan.

Section 11.06 INDEMNIFICATION

Unless otherwise provided in an Addendum to the Adoption Agreement, the Employer shall indemnify and hold harmless any person serving as the Investment Fiduciary and/or Plan Administrator (and their delegates) from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses, incurred by such persons in connection with their duties hereunder to the extent not covered by insurance, except when the same is due to such person's own gross negligence, willful misconduct, lack of good faith, or breach of its fiduciary duties under this Plan.

Section 11.07 CLAIMS PROCEDURES

Claims procedures shall be established by the policies and procedures of the Plan Administrator and/or Employer and applicable law.

Section 11.08 WRITTEN COMMUNICATION

To the extent permitted by applicable Treasury Regulations and accepted by the Plan Administrator and, as applicable, the Trustee, all provisions of the Plan and Trust that require written notices and elections shall be interpreted to mean authorized electronic and telephonic notices and elections. Any notice made under the terms of the Plan may be made in any electronic or telephonic method.

(b) Each entity constituting the Employer reserves the right to terminate its participation in this Plan. Each such entity constituting the Employer shall be deemed to terminate its participation in the Plan if: (1) it is a party to a merger in which it is not the surviving entity and the surviving entity is not an affiliate of another entity constituting the Employer; or (2) it sells all or substantially all of its assets to an entity that is not an affiliate of another entity constituting the Employer.

(c) Any termination of the Plan shall become effective as of the date designated by the Plan Sponsor. Except as expressly provided elsewhere in the Plan, prior to the satisfaction of all liabilities with respect to the benefits provided under this Plan, no termination shall cause any part of the funds or assets held to provide benefits under the Plan to be used other than for the benefit of Participants or to meet the administrative expenses of the Plan. In the event of the termination of the Plan the Account balance of each affected Participant will be nonforfeitable. In the event of a partial termination of the Plan the Account balance of each affected Participant will be nonforfeitable. In the event of a complete discontinuance of contributions under the Plan, the Account balance of each affected Participant will be nonforfeitable. Upon termination of the Plan, Participant Accounts shall be distributed in a single lump sum payment unless otherwise required pursuant to Article 7.

(e) **Withdrawals/Loans.** An Alternate Payee shall not be permitted to make any withdrawals under Article 8 and shall not be permitted to make a loan from the separate Account established for the Alternate Payee pursuant to the Qualified Domestic Relations Order.

(f) **Treatment as Spouse.** A former spouse may be treated as the spouse or surviving spouse and a current spouse will not be treated as the spouse or surviving spouse to the extent provided under a Qualified Domestic Relations Order.

(g) **Plan Procedures.** The Plan Administrator shall be responsible for establishing reasonable procedures for determining whether any domestic relations order received with respect to the Plan qualifies as a Qualified Domestic Relations Order, and for administering distributions in accordance with the terms and conditions of such procedures and any Qualified Domestic Relations Order.

Section 13.03 NO RIGHT TO EMPLOYMENT

Nothing contained in this Plan shall be construed as a contract of employment between the Employer and the Participant, or as a right of any Employee to continue in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

Section 13.04 NO RIGHT TO TRUST ASSETS

No Employee, Participant, former Participant, Beneficiary or Alternate Payee shall have any rights to, or interest in, any assets of the Trust upon Termination of Employment or otherwise, except as specifically provided under the Plan. All payments of benefits under the Plan shall be made solely out of the assets of the Trust.

Section 13.05 GOVERNING LAW

This Plan shall be construed in accordance with and governed by the laws of the state or commonwealth specified in the Adoption Agreement to the extent not preempted by applicable federal law.

Section 13.06 SEVERABILITY OF PROVISIONS

If any provision of the Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and the Plan shall be construed and enforced as if such provisions had not been included.

Section 13.07 HEADINGS AND CAPTIONS

The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

Section 13.08 GENDER AND NUMBER

Except where otherwise clearly indicated by context, the masculine and the neuter shall include the feminine and the neuter, the singular shall include the plural, and vice-versa.

Section 13.09 DISASTER RELIEF

The Plan may grant temporary disaster relief in compliance with Code sections 1400M and 1400Q, and subsequent guidance and/or law, to the extent provided in a resolution by the Plan Sponsor. Such resolution by the Plan Sponsor may include, but is not limited to: (a) increasing the statutory limits on, delaying the repayment of, and/or waiving the adequate security requirement for Participants loans; (b) permitting qualified disaster distributions; and/or (c) permitting the re-contribution of prior disaster distributions by Participants.

Charter Township of Plymouth
 March 1, 2016
 Board Meeting Date

3/1/2016	
Batch ID	
Check Date	
	TOTAL
GENERAL FUND(101)	1,870,547.47
SWD(226)	117,530.77
IMPROV. REV.(246)	1,142.25
DRUG FORFEITURE(265)	1,236.76
GOLF COURSE FUND - (510)	1,069.58
WATER/SEWER(592)	552,490.18
TRUST& AGENCY(701)	-
POLICE BOND FUND (702)	9,876.00
TAX POOL(703)	-
SPECIAL ASSESS CAPITAL (805)	29,474.62
	-
TOTAL	2,583,367.63

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

ALLIE BROTHERS UNIFORMS			Invoice Amount:	\$239.99
Uniform Equipment/Antal Inv. 58968 1/26/16 - U			Check Date:	03/02/2016
101-305-758.000	Uniform Equipment/Antal Inv. 58968			239.99
ALPHAGRAPHICS #336			Invoice Amount:	\$70.00
BUSINESS CARDS			Check Date:	03/02/2016
226-226-727.000	BUSINESS CARDS			70.00
ALPHAGRAPHICS #336			Invoice Amount:	\$67.00
Shannon Price Business Cards			Check Date:	03/02/2016
101-171-727.000	1000 Supervisor Business Cards			67.00
ALPHAGRAPHICS #336			Invoice Amount:	\$337.70
COMMERCIAL WASTE HAULER LICENSE DECALS			Check Date:	03/02/2016
226-226-727.000	2016 LICENSE LABELS			337.70
B & F AUTO SUPPLY INC			Invoice Amount:	\$10.60
Vehicle part			Check Date:	03/02/2016
101-336-863.000	H SLBEAM			10.60
B & F AUTO SUPPLY INC			Invoice Amount:	\$92.86
vehicle accessories			Check Date:	03/02/2016
101-336-863.000	motorcraft synth			65.40
101-336-863.000	rain x			22.11
101-336-863.000	rainx 21in gl cln rpl			5.35
B & F AUTO SUPPLY INC			Invoice Amount:	\$16.92
Auto Accessories			Check Date:	03/02/2016
101-336-863.000	windshield wash			16.92
B & F AUTO SUPPLY INC			Invoice Amount:	\$116.10
VEHICLES SUPPLIES			Check Date:	03/02/2016
101-336-863.000	vista 60-2243			88.84
101-336-863.000	Def2.5G 729566			27.26
CDW GOVERNMENT INC			Invoice Amount:	\$1,219.00
BackupExec Renewals			Check Date:	03/02/2016
101-290-941.000	VNB BE Svr Lic - 13811-M3-23			330.00
101-290-941.000	VNB BE App&DBS 12593-M3-23			495.00
101-290-941.000	VNB BE Agents Lic 13813-M3-23			394.00
CDW GOVERNMENT INC			Invoice Amount:	\$120.82
Zebra LS2208 Bar code reader			Check Date:	03/02/2016
101-262-727.000	Zebra LS2208 1D SR USB KIT W/STD			120.82
CDW GOVERNMENT INC			Invoice Amount:	\$264.90
Backup Tapes Per quote GTDL212			Check Date:	03/02/2016
101-201-727.000	IBM LTO5 Data Cart. 46X1290			114.90
101-305-727.000	Quantum LTO3 Data Cart - MR-L3MQN-01			150.00
CDW GOVERNMENT INC			Invoice Amount:	\$2,233.00
Proofpoint SPAM Filter Licenses			Check Date:	03/02/2016
101-290-941.000	Proofpoint Essntls Bus Lic-Quote GTCV573			2,233.00
CORRIGAN OIL COMPANY			Invoice Amount:	\$1,444.56
Fuel			Check Date:	03/02/2016

Charter Township of Plymouth **AP Invoice Listing - Board Report**

VENDOR INFORMATION**INVOICE INFORMATION**

	592-291-863.000	Diesel 350 gals @ \$1.3235	467.31
CORRPRO		Invoice Amount:	\$710.00
Inspection Service - Water Tank - Schoolcraft R		Check Date:	03/02/2016
592-443-939.000	Inspection Service 2/1/2016 - 1/31/2017		710.00
EJ USA, INC.		Invoice Amount:	\$809.80
Flat Storm Drain Covers per MDEQ		Check Date:	03/02/2016
246-246-970.150	00291020 2910A CV		355.80
246-246-970.150	00291010 2910Z TF FR		454.00
EJ USA, INC.		Invoice Amount:	\$202.45
Flat Storm Drain Covers per MDEQ		Check Date:	03/02/2016
246-246-970.150	00291020 2910A CV		88.95
246-246-970.150	00291010 2910Z TF FR		113.50
EJ USA, INC.		Invoice Amount:	\$130.00
Freight for Flat Storm Drain Covers		Check Date:	03/02/2016
246-246-970.150	00291020 2910A CV		70.00
246-246-970.150	00291010 2910Z TF FR		60.00
HALT FIRE INC		Invoice Amount:	\$1,039.91
E3 repairs		Check Date:	03/02/2016
101-336-863.000	cable labor		255.00
101-336-863.000	shop		47.00
101-336-863.000	arrow stick labor		233.75
101-336-863.000	halo, ctrl head		382.24
101-336-863.000	Mileage		108.00
101-336-863.000	freight		13.92
HALT FIRE INC		Invoice Amount:	\$91.00
repairs		Check Date:	03/02/2016
101-336-863.000	repair of plug		85.00
101-336-863.000	parts		6.00
HINES PARK LINCOLN MERCURY		Invoice Amount:	\$33.95
Vehicle Repair/C41292 Inv. C43937 1/20/16		Check Date:	03/02/2016
101-305-863.000	Vehicle Repair/C41292 Inv. C43937		33.95
HINES PARK LINCOLN MERCURY		Invoice Amount:	\$33.95
Vehicle Repair/B32115 Inv. C44506 1/26/16		Check Date:	03/02/2016
101-305-863.000	Vehicle Repair/B32115 Inv. C44506		33.95
HINES PARK LINCOLN MERCURY		Invoice Amount:	\$258.62
Vehicle Repair/124316 Inv. C45052 2/1/16		Check Date:	03/02/2016
101-305-863.000	Vehicle Repair/124316 Inv. C45052 2/1/16		258.62
HINES PARK LINCOLN MERCURY		Invoice Amount:	\$23.95
Vehicle Repair/157877 Inv. C42873 1/12/16		Check Date:	03/02/2016
101-305-863.000	Vehicle Repair/157877 Inv. C42873		23.95
HINES PARK LINCOLN MERCURY		Invoice Amount:	\$142.84
Vehicle Repair/108072 Inv. C43414 1/15/16		Check Date:	03/02/2016
101-305-863.000	Vehicle Repair/108072 Inv. C43414		142.84

HINES PARK LINCOLN MERCURY**Invoice Amount:****\$62.80**

Charter Township of Plymouth **AP Invoice Listing - Board Report**

VENDOR INFORMATION**INVOICE INFORMATION**

	101-305-863.000	Vehicle Repair/143167 Inv. C43629	62.80
HINES PARK LINCOLN MERCURY		Invoice Amount:	\$259.23
Vehicle Repair/124315 Inv. C43783 1/19/16		Check Date:	03/02/2016
101-305-863.000	Vehicle Repair/124315 Inv. C43783		259.23
HINES PARK LINCOLN MERCURY		Invoice Amount:	\$47.03
Vehicle Repair/157878 Inv. C43927 1/20/16		Check Date:	03/02/2016
101-305-863.000	Vehicle Repair/157878 Inv. C43927 1/20/1		47.03
K & D PLUMBING, INC.		Invoice Amount:	\$327.00
plumbing		Check Date:	03/02/2016
101-336-776.000	Sta#3 urinal repairs		327.00
KNIGHT TECHNOLOGY GROUP, INC.		Invoice Amount:	\$100.00
Firewall Monitoring February 2016 - Invoice 7300		Check Date:	03/02/2016
101-290-941.000	Firewall Monitoring February 2016		100.00
KNIGHT TECHNOLOGY GROUP, INC.		Invoice Amount:	\$100.00
Firewall Monitoring January 2016 - Invoice 7180		Check Date:	03/02/2016
101-290-941.000	Firewall Monitoring January 2016		100.00
KONICA MINOLTA BUSINESS SOLUTIONS		Invoice Amount:	\$289.16
Monthly Maintenance Agreement		Check Date:	03/02/2016
101-171-727.000	Monthly Maintenance-Supervisor's Office		60.72
101-201-851.000	Monthly Maintenance-Information Services		11.57
101-400-851.000	Monthly Maintenance-Community Developmen		14.46
226-226-727.000	Monthly Maintenance-Solid Waste		14.46
592-172-727.000	Monthly Maintenance-DPW		187.95
MICHIGAN LINEN SERVICE		Invoice Amount:	\$341.35
Uniforms		Check Date:	03/02/2016
592-172-758.000	Uniforms Invoice # 334794 1/22/16		84.35
592-172-758.000	Invoice #334818 Glove		65.00
592-172-758.000	713TSNF/XL		192.00
HD SUPPLY WATERWORKS, LTD.		Invoice Amount:	\$2,574.72
Bid proposal dated 1/8/2016		Check Date:	03/02/2016
592-291-934.000	Mueller Shafts		1,170.00
592-291-934.000	Mueller main seal		730.80
592-291-935.000	5'6" Arch Curb Box		673.92
NORTHVILLE, CHARTER TOWNSHIP OF		Invoice Amount:	\$361.25
G.D. Roberts Company LLC Real Estate Consulting		Check Date:	03/02/2016
101-400-818.000	January 2016		361.25
OFFICE DEPOT		Invoice Amount:	\$98.75
Office supplies		Check Date:	03/02/2016
101-336-727.000	file boxes #656096		25.59
101-336-727.000	letter size folders #542281		5.86
101-336-727.000	" #542416		5.86
101-336-727.000	" #542308		5.86
101-336-727.000	Papermate pens #524912		39.08
101-336-727.000	POST IT POP UPS #428468		10.92
101-336-727.000	POST IT POP UPS LINED #285621		5.58
OFFICE DEPOT		Invoice Amount:	\$77.48

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION

INVOICE INFORMATION

	101-336-727.000	Ativa cross cut shredder	72.48
OFFICE DEPOT		Invoice Amount:	\$180.28
SWD OFFICE SUPPLIES		Check Date:	03/02/2016
	226-226-727.000	HP 80A TONER CARTRIDGE	93.59
	226-226-727.000	RECYCLE PENS	31.20
	226-226-727.000	BOX BOTTOM FOLDERS ECO CONSOUS	51.99
	226-226-727.000	9/16 INCH BINDER CLIPS	3.50
OFFICE DEPOT		Invoice Amount:	\$218.78
Office supplies-Assessing		Check Date:	03/02/2016
	101-209-727.000	Pens-12 pack	14.69
	101-209-727.000	copy paper	74.92
	101-209-727.000	3 hole punch paper	64.50
	101-209-727.000	Copy paper	58.10
	101-209-727.000	File Folders	5.46
	101-209-727.000	Envelope Moistener	1.11
PLYMOUTH RUBBER & TRANSMISSION		Invoice Amount:	\$61.98
Thawing machine parts		Check Date:	03/02/2016
	592-291-785.000	Fitting QD 1/2 FNPTx1/2ST P	2.50
	592-291-785.000	Fitting QD 1/2MNPTx1/2ST C	40.80
	592-291-785.000	Bushing Hex Galv 3/4 x 1/2	4.68
	592-291-785.000	Bushing Hex Galv 1 x 1/2	2.80
	592-291-785.000	Bushing Hex Galv 1-1/2 x 3/4	5.18
	592-291-785.000	Bushing Hex Galv 2 x 3/4	6.02
SEHI COMPUTER PRODUCTS		Invoice Amount:	\$716.83
HP Color LaserJet 5550dn Cartridges / Plotter Pap		Check Date:	03/02/2016
	592-172-727.000	645A Cyan	304.19
	226-226-727.000	645A Yellow	304.19
	592-172-727.000	Polypropylene Adhesive paper (220067-00)	108.45
National Emergency Number Assoc.		Invoice Amount:	\$50.00
2016 Membership Dues - Telecommunicator Inv.		Check Date:	03/02/2016
	101-325-958.000	2016 Membership Dues - Telecommunicator	50.00
HASTINGS AIR-ENERGY CONTROL		Invoice Amount:	\$263.95
exhaust sys		Check Date:	03/02/2016
	101-336-851.000	reg assy & gauge	109.00
	101-336-851.000	service call	79.95
	101-336-851.000	labor	75.00
HYDRO CORP		Invoice Amount:	\$1,649.00
Inspection & reporting services January 2016		Check Date:	03/02/2016
	592-291-804.000	Cross Connection control program	1,649.00
JOWSEY, NANCY		Invoice Amount:	\$24.88
Items for WWCMAA 3/17/16		Check Date:	03/02/2016
	101-336-727.000	vases for luncheon	19.00
	101-336-727.000	tablecloths	5.88
AIRGAS USA, LLC		Invoice Amount:	\$314.03
med supplies		Check Date:	03/02/2016
	101-336-836.000	Rent Cyl med Lg Oxygen	303.03
	101-336-836.000	hazmat	11.00

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

Michigan Academy of Emergency Serv taught CPR to 3 employees = BLS cards <i>101-336-960.000 3 BLS cards</i>	Invoice Amount: Check Date:	\$19.00 03/02/2016 <i>19.00</i>
City of Farmington Hills Capt Gross attending April 19-20 <i>101-336-960.000 Attendee Registration-Scott Gross</i>	Invoice Amount: Check Date:	\$90.00 03/02/2016 <i>90.00</i>
RED WING SHOES Safety footwear <i>592-172-758.000 Safety footwear</i>	Invoice Amount: Check Date:	\$365.48 03/02/2016 <i>365.48</i>
B & F AUTO SUPPLY INC Senior Trans Bus Oil Change <i>101-100-123.000 Qts 10W30</i>	Invoice Amount: Check Date:	\$8.30 03/02/2016 <i>8.30</i>
ELECTION SYSTEMS & SOFTWARE March 2016 Election Coding <i>101-262-727.000 March 2016 Election Coding</i>	Invoice Amount: Check Date:	\$1,833.00 03/02/2016 <i>1,833.00</i>
IRON MOUNTAIN February 2016 Storage <i>101-215-727.000 February 2016 Storage</i>	Invoice Amount: Check Date:	\$157.00 03/02/2016 <i>157.00</i>
KONICA MINOLTA BUSINESS SOLUTIONS Copies <i>101-371-727.000 Copies</i> <i>101-215-727.000 Copies</i>	Invoice Amount: Check Date:	\$207.90 03/02/2016 <i>135.83</i> <i>72.07</i>
MUNICIPAL WEB SERVICES Website Hosting January 2016 <i>101-201-851.000 Website Hosting January 2016</i>	Invoice Amount: Check Date:	\$255.00 03/02/2016 <i>255.00</i>
OFFICE DEPOT Office supplies <i>592-172-727.000 Ballpoint Pens</i> <i>592-172-727.000 Bandages</i> <i>592-172-727.000 HP Multipurpose paper</i> <i>592-172-727.000 Counter pen</i> <i>592-172-727.000 Retractable pens</i> <i>592-172-727.000 Ruller - clear</i> <i>592-172-727.000 OFFICE SUPPLIES</i>	Invoice Amount: Check Date:	\$172.05 03/02/2016 <i>29.67</i> <i>6.39</i> <i>97.60</i> <i>2.02</i> <i>23.99</i> <i>1.69</i> <i>10.69</i>
OFFICE DEPOT Office Supplies <i>101-171-727.000 Ball point pens red</i> <i>101-171-727.000 Paper Mate Liquid Paper</i> <i>101-691-727.000 Hanging File Folders</i> <i>101-171-727.000 Bubble mailer</i> <i>101-691-727.000 3 hole punch</i> <i>101-171-727.000 Post it notes</i> <i>101-171-727.000 Printing calculator</i> <i>101-171-727.000 Ruler</i> <i>101-691-727.000 Staple remover</i> <i>101-691-727.000 Tape and dispenser</i>	Invoice Amount: Check Date:	\$154.14 03/02/2016 <i>7.77</i> <i>31.00</i> <i>17.16</i> <i>23.96</i> <i>13.59</i> <i>8.66</i> <i>37.99</i> <i>1.22</i> <i>1.59</i> <i>11.20</i>

Charter Township of Plymouth **AP Invoice Listing - Board Report**

VENDOR INFORMATION**INVOICE INFORMATION**

OFFICE DEPOT			Invoice Amount:	\$129.07
Office supplies			Check Date:	03/02/2016
	101-336-727.000	#933192 Dividers		7.28
	101-336-727.000	#203349 markers		7.96
	101-336-727.000	#471745 Binder		9.49
	101-336-727.000	#785964 Binder		7.89
	101-336-727.000	HP 950 XL Blk		36.49
	101-336-727.000	HP 951 XL Yel		29.98
	101-336-727.000	HP 951 XL Mag		29.98
OFFICE DEPOT			Invoice Amount:	\$82.55
Office supplies			Check Date:	03/02/2016
	101-336-727.000	Philips recorder #589871		82.55
PITNEY BOWES			Invoice Amount:	\$379.98
Red Ink Cartridge 787-8			Check Date:	03/02/2016
	101-215-727.000	Red Ink Cartridge 787-8/Connect 2000		379.98
PLYMOUTH RUBBER & TRANSMISSION			Invoice Amount:	\$15.05
power washer handle			Check Date:	03/02/2016
	101-336-851.000	grip		12.98
	101-336-851.000	fitting		1.16
	101-336-851.000	seal tape		0.91
PRINTING SYSTEMS INC			Invoice Amount:	\$41.99
Nom. petitions, Affidavit of Identity			Check Date:	03/02/2016
	101-262-727.000	Nom. Petitions, 100		13.00
	101-262-727.000	Affidvit of Identity, 50		19.00
	101-262-727.000	Freight		9.99
ALERT-ALL			Invoice Amount:	\$720.00
helmets-plastic			Check Date:	03/02/2016
	101-336-885.000	Red plastic non custom helmets		360.00
	101-336-885.000	Black plastic non custom helmets		180.00
	101-336-885.000	Pink plastic non custom helmets		180.00
EJ USA, INC.			Invoice Amount:	\$290.65
Hydrant parts			Check Date:	03/02/2016
	592-291-934.000	HAR 5" STZ NOZ/CAP		279.00
	592-291-934.000	EJ PIPE PLUG 1/4NPTF		11.65
FASTENAL COMPANY			Invoice Amount:	\$326.24
Meter conversions			Check Date:	03/02/2016
	592-291-935.000	Bolts		326.24
G A INDUSTRIES INC			Invoice Amount:	\$4,834.38
PRV			Check Date:	03/02/2016
	592-291-932.000	Kit WR GAI & GAV R14		1,377.00
	592-291-932.000	Kit WR GAVSCO		1,494.00
	592-291-932.000	Kit WR GAI & GAV R12		817.00
	592-291-932.000	Kit WR GAI GA8R		996.00
	592-291-932.000	Kit Altitude Chamber		140.00
	592-291-932.000	Freight		10.38
GUARDIAN ALARM CO			Invoice Amount:	\$253.29
Alarm billing 2/1/16 thru 4/30/16			Check Date:	03/02/2016

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

THE MACOMB GROUP, INC.			Invoice Amount:	\$499.40
Meter replacement parts			Check Date:	03/02/2016
	592-291-935.000	1/2 Copper cap		20.16
	592-291-935.000	2 Copper cap		313.28
	592-291-935.000	1/2 coupling		4.03
	592-291-935.000	1/2 2 hole pipe strap		1.27
	592-291-935.000	16 oz gas tank emg		23.96
	592-291-935.000	1 lb tub solder paste		8.73
	592-291-935.000	1 lb lead free solder		40.67
	592-291-935.000	Ridgid quick acting tubing cutter		78.35
	592-291-935.000	1 1/2 x 10 yds sandcloth		8.42
	592-291-935.000	3/8 x 6 flux brush		0.53
THE MACOMB GROUP, INC.			Invoice Amount:	\$207.27
Meter replacement			Check Date:	03/02/2016
	592-291-935.000	6' 1 1/2 coupling, copper		28.87
	592-291-935.000	10' 1 1/2 copper		49.40
	592-291-935.000	Hand Torch		129.00
MARK'S OUTDOOR POWER EQUIPMENT			Invoice Amount:	\$28.00
Chainsaw			Check Date:	03/02/2016
	592-291-785.000	Chainsaw sharpening		28.00
MICHIGAN METER TECHNOLOGY GRP INC			Invoice Amount:	\$287.78
Meter parts			Check Date:	03/02/2016
	592-172-780.000	3x1/8" rubber rings gasket		30.00
	592-172-780.000	3x1/16" rubber ring gasket		60.00
	592-172-780.000	4x1/8" rubber ring gasket		40.00
	592-172-780.000	4x1/16" rubber ring gasket		40.00
	592-172-780.000	6x1/8" rubber ring gasket		90.00
	592-172-780.000	6"x1/16" rubber ring gasket		18.00
	592-172-780.000	Shipping & handling		9.78
MICHIGAN METER TECHNOLOGY GRP INC			Invoice Amount:	\$750.31
Pit Register			Check Date:	03/02/2016
	592-172-780.000	1.5 x 2" Ecoder Pit Register		740.00
	592-172-818.000	shipping & handling		10.31
MICHIGAN METER TECHNOLOGY GRP INC			Invoice Amount:	\$2,310.00
Meter heads			Check Date:	03/02/2016
	592-172-780.000	3/4" T-10 enhanced ecode register		990.00
	592-172-780.000	5/8" enhanced ecode register		660.00
	592-172-780.000	1" enhanced ecode register		660.00
MICHIGAN LINEN SERVICE			Invoice Amount:	\$84.35
Uniforms			Check Date:	03/02/2016
	592-172-758.000	Uniforms - 1/29/16		84.35
MICHIGAN LINEN SERVICE			Invoice Amount:	\$84.35
Uniforms			Check Date:	03/02/2016
	592-172-758.000	Uniforms - 2/5/16		84.35
MICHIGAN LINEN SERVICE			Invoice Amount:	\$84.35
Uniforms			Check Date:	03/02/2016
	592-172-758.000	Uniforms - 2/12/16		84.35

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AIRGAS USA, LLC			Invoice Amount:	\$39.33
Cylinder Rental			Check Date:	03/02/2016
	592-291-851.000	Ind Small Carbon Dioxide		30.38
	592-291-851.000	Hazmat		8.95
R.D.REOME COMPANY			Invoice Amount:	\$351.00
Maintenance Agreement 3/21/16 - 3/21/17			Check Date:	03/02/2016
	592-172-818.000	Copier full maintenance -Canon IR 3300		351.00
TOWN LOCKSMITH			Invoice Amount:	\$1,219.68
Padlocks			Check Date:	03/02/2016
	592-291-932.000	#3 Master Padlocks		1,197.00
	592-291-932.000	Freight		22.68
VIGILANTE SECURITY			Invoice Amount:	\$105.00
PRN Monitoring 2/15/16 - 5/14/16			Check Date:	03/02/2016
	592-172-818.000	15275 Northville Rd.		105.00
PRINTING SYSTEMS INC			Invoice Amount:	\$39.66
1099 3-part forms			Check Date:	03/02/2016
	101-215-727.000	1099 3 - Part Forms		39.66
A.S.C., INC			Invoice Amount:	\$104.00
Labor Security Tech Service Inv. 40285 2/3/16			Check Date:	03/02/2016
	101-325-851.000	Labor Security Tech Service Inv. 40285		104.00
ALLIE BROTHERS UNIFORMS			Invoice Amount:	\$498.93
Uniform Equip/M. Fritz Inv. 59349 2/17/16			Check Date:	03/02/2016
	101-305-758.000	SS Shirt		134.97
	101-305-758.000	LS Shirt		93.98
	101-305-758.000	Pants		119.98
	101-305-758.000	Boots		150.00
ALLIE BROTHERS UNIFORMS			Invoice Amount:	\$49.99
Uniform Equip/Berezak Inv. 58965 1/26/16			Check Date:	03/02/2016
	101-325-758.000	Uniform Pants		49.99
ALLIE BROTHERS UNIFORMS			Invoice Amount:	\$239.99
Uniform Equip/Lt. Brothers Inv. 58969 1/26/16			Check Date:	03/02/2016
	101-305-758.000	Uniform Equip/Lt. Brothers Inv. 58969		239.99
ALLIE BROTHERS UNIFORMS			Invoice Amount:	\$222.92
Uniform Equip/Smitherman Inv. 58981 1/26/16			Check Date:	03/02/2016
	101-305-758.000	uniform l/s shirt		44.99
	101-305-758.000	uniform watch cap		7.95
	101-305-758.000	uniform pants		59.99
	101-305-758.000	uniform sweater		109.99
B & F AUTO SUPPLY INC			Invoice Amount:	\$14.12
Bit Skt Inv. 492607 2/18/16			Check Date:	03/02/2016
	101-305-863.000	Bit Skt Inv. 492607 2/18/16		14.12
BONADEO, KAREN			Invoice Amount:	\$5.76
Meal Reimbursement - Trg. 2/19/16			Check Date:	03/02/2016
	101-305-960.000	Meal Reimbursement		5.76

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CINTAS CORPORATION - 300 Mats for Police Dept. Inv. 300457605 2/23/16 101-305-776.000 Mats for Police Department	Invoice Amount: Check Date:	\$154.59 03/02/2016 154.59
FEDEX Pckg Ship'd Taser Int'l. Inv. 5-315-31723 2/10/16 101-305-727.000 Pckg Ship'd Taser Int'l.	Invoice Amount: Check Date:	\$38.37 03/02/2016 38.37
FELL, CYNTHIA Meal Reimbursement - Trg. 2/19/16 101-325-960.000 Meal Reimbursement	Invoice Amount: Check Date:	\$8.62 03/02/2016 8.62
HINES PARK LINCOLN MERCURY Vehicle Repair/117772 Inv. C46049 2/10/16 101-305-863.000 Vehicle Repair/117772	Invoice Amount: Check Date:	\$33.95 03/02/2016 33.95
HINES PARK LINCOLN MERCURY Vehicle Repair/B32115 Inv. R45284 2/11/16 101-305-863.000 Vehicle Repair/B32115	Invoice Amount: Check Date:	\$2,026.17 03/02/2016 2,026.17
HINES PARK LINCOLN MERCURY Vehicle Repair/108072 Inv. C44598 1/27/16 101-305-863.000 Vehicle Repair/108072	Invoice Amount: Check Date:	\$306.39 03/02/2016 306.39
HINES PARK LINCOLN MERCURY Vehicle Repair/108072 Inv. C45199 2/5/16 101-305-863.000 Vehicle Repair/108072	Invoice Amount: Check Date:	\$237.47 03/02/2016 237.47
HINES PARK LINCOLN MERCURY Vehicle Repair/108072 Inv. C45858 2/9/16 101-305-863.000 Vehicle Repair/108072	Invoice Amount: Check Date:	\$22.42 03/02/2016 22.42
HINES PARK LINCOLN MERCURY Vehicle Repair/C41291 Inv. C46379 2/15/16 101-305-863.000 Vehicle Repair/C41291	Invoice Amount: Check Date:	\$150.46 03/02/2016 150.46
HINES PARK LINCOLN MERCURY Vehicle Repair/106438 Inv. C46547 2/16/16 101-305-863.000 Vehicle Repair/106438	Invoice Amount: Check Date:	\$167.39 03/02/2016 167.39
HINES PARK LINCOLN MERCURY Vehicle Repair/143168 Inv. C46775 2/18/16 101-305-863.000 Vehicle Repair/143168	Invoice Amount: Check Date:	\$36.45 03/02/2016 36.45
HINES PARK LINCOLN MERCURY Vehicle Repair/124316 Inv. C46909 2/19/16 101-305-863.000 Vehicle Repair/124316	Invoice Amount: Check Date:	\$32.30 03/02/2016 32.30
HUMANE SOCIETY OF HURON VALLEY January Animal Impounds Inv. 012016 1/31/16 101-305-819.000 January Animal Impounds Inv. 012016	Invoice Amount: Check Date:	\$25.00 03/02/2016 25.00
KONICA MINOLTA BUSINESS SOLUTIONS Maintenance Agree-12/26/15-1/25/16 Inv. 90021 101-305-851.000 Maintenance Agree-12/26/15-1/25/16	Invoice Amount: Check Date:	\$71.11 03/02/2016 148.11

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KREBS, RYAN			Invoice Amount:	\$54.27
Meal Reimbursement - Training 2/14-2/15			Check Date:	03/02/2016
	101-305-960.000	Meal Reimbursement		54.27
KWICKY TEE			Invoice Amount:	\$280.00
Records Division Polos 2/8/16			Check Date:	03/02/2016
	101-305-758.000	Records Division polos		280.00
PLYMOUTH-CANTON COMMUNITY SCHOOLS			Invoice Amount:	\$3,126.81
January Fuel			Check Date:	03/02/2016
	101-305-863.000	January Fuel - Patrol Vehicles		2,764.89
	101-325-963.000	January Fuel - PSA Vehicle		16.35
	101-371-863.000	January Fuel - Building		345.57
SURE-FIT LAUNDRY CO.			Invoice Amount:	\$29.25
Prisoner Blanket Cleaning Inv. 357761 2/11/16			Check Date:	03/02/2016
	101-325-851.000	Prisoner Blanket Cleaning Inv. 357761		29.25
SURE-FIT LAUNDRY CO.			Invoice Amount:	\$31.50
Prisoner Blanket Cleaning Inv. 357427 2/4/16			Check Date:	03/02/2016
	101-325-851.000	Prisoner Blanket Cleaning 2/4/16		31.50
TACTICAL ENCOUNTERS INC.			Invoice Amount:	\$1,300.00
Rapid Response to Active Shooter - Fetner & J. H			Check Date:	03/02/2016
	101-305-960.000	Rapid Response to Active Shooter		1,300.00
WEST PAYMENT CENTER			Invoice Amount:	\$187.51
Clear Plus Web Analytics Inv. 833369948 2/1/16			Check Date:	03/02/2016
	101-305-960.000	Clear Plus Web Analytics Inv. 83336994		187.51
Total Amount to be Disbursed:				\$43,704.71