

**CITY OF LAKE CITY**  
**MISSAUKEE COUNTY, MICHIGAN**  
**Resolution Number 2021-07**

A RESOLUTION OF INTENT TO AUTHORIZE THE COUNCIL OF THE CITY OF LAKE CITY TO UPDATE AND ADOPT A HEALTH INSURANCE PLAN FOR IT'S QUALIFIED EMPLOYEES.

THIS RESOLUTION TO BE EFFECTIVE IMMEDIATELY FOLLOWING ADOPTION.

Recorded in the minutes of a Regular Meeting of the City Council, City of Lake City, Missaukee County, Michigan held in the Lake City Municipal Building on the 12<sup>th</sup> day of July at 7:00 PM.

Present A. BARTHOLOMEW, G. ELMQUIST, K. OSTRANDER,  
R. PICKFORD, C. REDMAN, E. SELMER

Absent \_\_\_\_\_

The following motion and resolution were offered by Lake City Council  
Member G. ELMQUIST, and supported by Lake City Council  
Member A. BARTHOLOMEW.

**WHEREAS**, The City of Lake City has authorized, The City Council to adopt the health insurance plan described herein; and,

**WHEREAS**, The City will enroll qualified employees in to a Priority Health Gold Plan, and;

**WHEREAS**, A WEX debit card funded with \$250 shall be furnished to qualified employee only to be used for any qualified medical expense; ie. copays, deductibles, etc. up to the prefunded limit; and,

**WHEREAS**, Insight Benefit Administrators would prepare a medical HRA plan designed to reimburse Out of Pocket claims over \$5,000 (the current Plan OOP limit, up to proposed Priority Health Gold 500 limit of \$7,900 OOP per person) and ask for substantiation (Explanation of Benefits from Priority Health) for the current Plan year 9/1/21 to 8/31/22. These payments, once substantiated, would be deposited via EFT to participant's accounts. i.e. not to exceed \$2900.00.

**WHEREAS**, Qualified employees will be eligible for a reimbursement of up to \$140/month for voluntarily enrolling a covered dependent onto a Medicare Advantage Plan. Employee to be reimbursed monthly using a special pay code not by increasing the employee's hourly rate.

**WHEREAS**, the granted authority shall become effective immediately after the adoption by the City Council of Lake City, and

**WHEREAS**, all requirements for the adoption of said resolution having been fully complied with;

**NOW THEREFORE, BE IT RESOLVED** by the Lake City Council, at a Regular Meeting of the City Council, held in the Lake City Municipal Building on the 12<sup>th</sup> day of July, 2021 at 7:00 PM The City Council be granted the aforementioned authority.

SIGNED  
CLERK

Judy Louie DATE 7/12/2021

## SONDEE, RACINE & DOREN, PLC, RETAINER AGREEMENT

City of Lake City, of 115 W. John St, PO Box I, Lake City, MI, 49651 ("Client") hereby retains the professional services of SONDEE, RACINE & DOREN, PLC ("Attorneys") for representation concerning defense of a lawsuit with Missaukee County Case No. 21-10380-CH and for general legal counsel as requested by Client.

In consideration for legal services rendered, Client agrees to pay Attorneys at the rate of \$185.00 per hour for legal services rendered on behalf of the Client in this matter. In addition, the Client is responsible for and agrees to pay all out-of-pocket costs and expenses that Attorneys incur in representing Client in this matter. Client will be billed monthly for legal fees, costs and expenses. Client shall pay each monthly statement promptly, not later than forty-five (45) days after being billed. Client agrees to pay seven (7%) percent interest on all late payments.

Client further understands that no attorney can guarantee favorable results and that the Attorneys have not guaranteed Client anything.

After our services conclude, we will return the file materials provided by you and any materials which have a legal significance on their own such as originals of deeds, wills, trusts, powers of attorney, etc. At your request, we may agree to retain file materials provided by you and/or materials which have a legal significance on their own. If this occurs, we will retain the materials for a period of five years after this matter is closed, unless we agree to retain the materials for a longer period of time.

At any point during the five year period (or longer period agreed to by us), you may request delivery of the materials. If you do not request delivery of the materials before the end of the five year period (or longer period if agreed to by us), we will have no further obligation to retain the materials and may, at our discretion, destroy them without further notice to you.

Materials such as a will or trust that we have agreed to retain for a longer period will not be destroyed five years after this matter is closed. Such materials will be returned to you, filed, transferred or disposed of in accordance with our agreement.

Our own file materials pertaining to this matter will be retained by the firm or destroyed at our discretion. If we retain our own file materials after our services conclude, you may obtain copies before they are destroyed. We reserve the right to destroy or otherwise dispose of any of our own file materials after our services conclude without further notice to you.

Any controversy, dispute, or question arising out of, in connection with, or in relation to this Agreement or its interpretation, performance, or nonperformance, or any breach thereof, shall first be submitted for mediation using a mutually acceptable mediator or the Community Reconciliation Service, Inc. in Grand Traverse County before suit or any other proceedings may be brought. Further, any meetings, hearings and actions concerning our professional services or this fee agreement must be filed and pursued in Grand Traverse County, Michigan, and the

parties agree that Michigan law shall govern any such proceedings.

CLIENT:

Dated: 7/12, 2021

Brad A. Seger  
By: Brad A. Seger  
Its: Mayor

SONDEE, RACINE & DOREN, PLC

Dated: July 9, 2021

Jeffrey L. Jocks  
Jeffrey L. Jocks