

**City of Auburn**  
**Section 125 Cafeteria Plan**  
**PLAN INFORMATION SUMMARY**

**Effective Date: 01/01/2004**

**Employer Organization**

Name of Organization:	City of Auburn
Federal Employer ID Number:	356000943
Mailing Address:	210 East 9th St.
City, State, Zip:	Auburn, IN 46706
Street Address:	210 East 9th St.
Street Zip:	46706
Form of Organization:	Municipal Government
Organized in the state of:	IN

**Plan Design Options**

**Plan Information**

Plan Number:	501
Plan Name:	Cafeteria Plan
Original Effective Date:	01/01/2004
Plan Year Runs*:	01/01 - 12/31

\*This Plan is designed to run on a 12-month plan year period as stated above. A Short Plan Year may occur when the Plan is first established, when the plan year period changes, or at the termination of a Plan.

<b>Plan Administrator:</b>	City of Auburn
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<b>Plan Service Provider:</b>	D. Edward Wright, Inc.
Street Address:	111 E. Ludwig Rd., Suite 108
City, State, Zip:	Fort Wayne, IN 46825
Contact:	Denny Wright
Phone:	(260) 969-4010

**Benefits Coordinator**

Name:	Patsy Fuller
Title:	Human Resource Manager
Phone:	(260) 925-6450
Company Name:	City of Auburn
Street Address:	210 East 9th St.
City, State, Zip:	Auburn, IN 46706

**Acceptance of Legal Process**

Name: NORMAND YODER  
Title: MAYOR  
Phone: (260) 925-6450  
Company Name: City of Auburn  
Street Address: 210 East 9th St.  
City, State, Zip: Auburn, IN 46706

The appointed Plan Service Provider in conjunction with the Administrator will perform the functions of accounting, record keeping, changes of participant family status, and any election or reporting requirements of the Internal Revenue Code.

**ELIGIBILITY REQUIREMENTS**

- a) Except as provided in (b) below, the Classification of eligible employees consists of All employees.
- (b) Employees excluded from this classification group are those individual employees who fall into one or more of the following categories below:
  - Employees who work less than 40.0 hours per week.

**Service Period Requirement**

For initial plan year anyone employed on the Plan effective date and for subsequent plan years:

30 days after date of hire.

**PLAN ENTRY DATE**

The Plan Entry Date is the date when an employee who has satisfied the Eligibility Requirements may commence participation in the Plan. The Plan Entry Date is the later of the date the Employee files a Salary Reduction Agreement during the applicable Enrollment Period or 1st of Month after requirements are met..

**BENEFIT PACKAGE OPTIONS**

The following Benefit Package Options are offered under this Plan:

**5.1 Core Health Benefits.**

The terms, conditions, and limitations of the Core Health Benefits offered will be as set forth in and controlled by the Group/Individual Medical Insurance Policy or Policies.

**5.7 Unreimbursed Medical Plans.**

The terms, conditions, and limitations will be as set forth in and controlled by the Plan Document. Each year each participant may elect in writing on a form filed with the plan administrator on or before the date he first becomes eligible to participate in the

plan, and on or before the first day of any plan year thereafter, to be reimbursed from the employer for Unreimbursed Medical Expenses incurred during that year by him to the extent described and defined in the Plan Document.

#### 5.8 Dependent Care Plans.

The terms, conditions, and limitations will be as set forth in and controlled by the Plan Document. Each year each participant may elect in writing on a form filed with the plan administrator on or before the date he first becomes eligible to participate in the plan, and on or before the first day of any plan year thereafter, to be reimbursed from the employer for dependent care cost incurred during that year by him to the extent described in the Plan Document.

### **FLEXIBLE SPENDING ACCOUNT ELECTIONS**

The Closing Period is the period of time that begins after the Plan Year ends during which the employee can submit claims for payment of Qualified Expenses incurred during the Plan Year. This Closing Period begins at the end of the Plan year and terminates 90 days after the end of the plan year.

The Claims Submission Grace Period is the period of time after an employee terminates employment (or loses eligibility to participate in the Plan) during which the employee can submit claims for expenses incurred while the employee remained a participant. The Claim Submission Grace Period begins on the employee's termination and ends 90 days after the date of termination.

Amounts contributed for reimbursement benefits are segregated for record keeping and accounting purposes only, and this process does not constitute a separate fund or entity as the reimbursements are made from the general assets of the plan sponsor.

#### **Health FSA**

- (a) The maximum annual reimbursement amount an Employee may elect for any Plan Year is \$2500.00.
- (b) The maximum annual reimbursement amount that a Participant may receive during the year is the annual reimbursement amount elected by the Employee on the Salary Reduction Agreement for Health FSA coverage, not to exceed the amount set forth in (a) above.
- (c) Minimum Contribution for this Benefit per Plan Year per Employee is \$250.00.
- (d) In order to receive reimbursement under the Health FSA, the claim or claims must equal or exceed the Minimum Check Amount. If a claim or claims submitted by the Participant do not equal or exceed this amount, the claim or claims will be held until the accumulated claims equal or exceed the Minimum Check Amount, except that claims submitted for reimbursement during the last month of the Plan Year or during the Closing Period or Claims Submission Grace Period, whichever is applicable, will not be subject to the Minimum Check Amount. The Minimum Check Amount under this Plan is hereby set as \$10.00.

**Dependent Care Assistance Plan**

- (a) The maximum annual reimbursement amount a Participant may elect under the Dependent Care Assistance Plan for any Plan Year is the lesser of the maximum established by the Plan described in (b) below or the statutory maximum specified in Code Section 129 (as described in your summary plan description).
- (b) The maximum annual reimbursement amount established by the Dependent Care Assistance Plan is as follows: \$5000.00 for married filing jointly or single and \$2500.00 for married filing separately.
- (c) The maximum annual reimbursement that a Participant may receive during the year is the annual reimbursement amount elected by the Participant on the Salary Reduction Agreement, not to exceed the amount in (a) above.
- (d) Minimum Contribution for the Benefit per Plan Year per Employee is \$500.00.
- (e) In order to receive reimbursement under the Dependent Care Assistance Plan, the claim or claims must equal or exceed the Minimum Check Amount. If a claim or claims submitted by the Participant do not equal or exceed this amount, the claim or claims will be held until the accumulated claims equal or exceed the Minimum Check Amount, except that claims submitted for reimbursement during the last month of the Plan Year or during the Closing Period or Claims Submission Grace Period, whichever is applicable, will not be subject to the Minimum Check Amount. The Minimum Check Amount under this Plan is hereby set as \$10.00.

**INCORPORATED BY REFERENCE**

The actual terms and the conditions of the separate benefits offered under this Plan are contained in separate, written documents governing each respective benefit, and will govern in the event of a conflict between the individual plan document and the Employer's Cafeteria Plan adopted through this Agreement as to substantive content. To that end, each such separate document, as amended or subsequently replaced, is hereby incorporated by reference as if fully recited herein.

Signature: \_\_\_\_\_ Date: 12/31/2003

Name: NORM YODER

Title: MAYOR

Executed at: City of Auburn  
210 East 9th St.  
Auburn, IN 46706