

# City of Plainwell



Brad Keeler, Mayor  
Lori Steele, Mayor Pro-Tem  
Todd Overhuel, Council Member  
Roger Keeney, Council Member  
Randy Wisnaski, Council Member

Department of Administration Services  
211 N. Main Street  
Plainwell, Michigan 49080  
Phone: 269-685-6821 Fax: 269-685-7282  
Web Page Address: [www.plainwell.org](http://www.plainwell.org)

“The Island City”

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## AGENDA

Plainwell City Council  
Monday, July 25, 2022 - 7:00PM  
Plainwell City Hall Council Chambers

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes – 07/11/2022 Regular Meeting
6. General Public Comments
  - A. Clark Gas Station – *City Attorney will provide Council with update on legal proceedings*
7. County Commissioner Report
8. Agenda Amendments
9. Mayor’s Report
10. Recommendations and Reports:

**A. DPS – Sale of 2008 Chevy Impala**

Council will consider approving the sale of the 2008 Chevy Impala and using the proceeds to convert the 2014 Ford SUV to the Director’s vehicle.

**B. DPW – Main Street Crack Sealing**

Council will consider approving a contract with Asphalt Restorations for crack sealing North and South Main Street from Starr Road to the New Orchard in the amount of \$15,732.80.

**C. WR – Annual Ferric Chloride Purchase**

Council will consider approving a contract with Webb Chemical for the annual ferric chloride purchase in the amount of \$34,824.00.

**D. WR– Annual Polymer Purchase**

Council will consider approving a contract with Water Solve for the annual polymer purchase in the amount of \$8,800.00.

**E. Revisions to the Section 125 Plan Document**

Council will consider authorizing the City Manager to finalize revisions to the Section 125 Plan Document.

**F. Revisions to the 401a Retirement Program**

Council will consider authorizing the City Manager to finalize revisions to the 401a Retirement Program.

**G. Bulk Waste & Recycling Contract – Republic Services**

Council will consider approving the Waste Material Services Agreement as presented, authorize and direct the Mayor and Clerk to sign on behalf of the City, and authorize the City Manager to take all action necessary to effectuate the Agreement.

- 11. **Communications:** The June 2022 Department of Public Safety Report, the June 2022 Water Renewal report and the draft 7/14/2022 Parks & Trees meeting minutes.
- 12. **Accounts Payable - \$246,38.62**
- 13. **Public Comments**
- 14. **Staff Comments**
- 15. **Council Comments**
- 16. **Adjournment**

**Note: All public comment limited to two minutes, when recognized please rise and give your name and address.**

**MINUTES**  
**Plainwell City Council**  
**July 11, 2022**

1. Mayor Keeler called the regular meeting to order at 7:00 PM in City Hall Council Chambers.
2. The invocation was given by Brian Warren of Lighthouse Baptist Church.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Overhuel, Councilmember Keeney and Councilmember Wisnaski. Absent: None.
5. Approval of Minutes:  
**A motion by Steele, seconded by Overhuel, to accept and place on file the Council Minutes of the 06/27/2022 regular meeting. On a voice vote, all voted in favor. Motion passed.**
6. Public Comment: None.
7. Presentation: Mayor Keeler presented Deputy Director John Varley with a certificate recognizing his 35 years of service.  
  
City Manager Wilson congratulated Deputy Director Varley on his years of service and thanked him for representing the City in a phenomenal way.
8. County Commissioner Report: None.
9. Agenda Amendments: None.
10. Mayor's Report: None.
11. Recommendations and Reports:
  - A. Clerk Fenger reported on the proposed purchasing policy amendments drafted by the department heads and reviewed by the City Attorney. Councilmember Steele asked questions regarding the reasoning behind the proposed amendments. Clerk Fenger explained the types of situations that the proposed amendments were attempting to address. No action was taken.
12. Communications:  
**A motion by Steele, seconded by Overhuel, to accept and place on file the June 2022 Investment and Fund Balance reports. On a voice vote, all voted in favor. Motion passed.**
13. Accounts Payable:  
**A motion by Keeney, seconded by Wisnaski, that the bills be allowed and orders drawn in the amount of \$257,616.68 for payment of same. On a roll call vote, all voted in favor. Motion passed.**

14. Public Comments: None.

15. Staff Comments:

Treasurer Kelley reported working on the year end financials, and learning HR work in anticipation of Personnel Manager Lamorandier's retirement.

Superintendent Nieuwenhuis reported a water main break under the rail road tracks on July 4<sup>th</sup> had been repaired successfully. He also reported that work would be starting this week to connect a new build on North Main Street to the city water and completing tree trimming in several locations.

Community Development Manager Siegel reported the release of funds request had been submitted for the rental rehab grant agreement for the Southwright Apartments project and approximately \$275,000 was anticipated to be released.

Director Callahan praised Deputy Director Varley and thanked him for being such a valuable resource and his excellent work with the public. He also noted that Officer Jeff Welcher had helped a citizen with an Allegan County Sheriff dispatched call and the citizen reached out on Facebook to show their appreciation for his help. He reported a successful river rescue that involved multiple local units and took 4 hours, as well as assisting Allegan County with a suicidal subject last week.

Clerk Fenger reported that the Election Commission had met the previous Friday and appointed election inspectors for the upcoming August election. She noted training for the election inspectors would take place over the next several weeks. She also reported that 333 av ballots had been issued as of that evening.

Manager Wilson reported that the Clark Station representatives had not attended the pre-trial conference, which helped strengthen the City's case. He gave an update on the private property dispute in the Walnut Woods neighborhood. He reported that he had submitted the last pay app for the mill demolition project, which covered the retainage funds. The city withheld approximately \$448,000.00 in retainage throughout the project, and he had informed MEDC of the city's intent to return all of the retainage except for \$144,000.00. The withheld funds will compensate the city for the 144 days of delay on the project that were the responsibility of the contractor and were not due to unforeseen circumstances.

16. Council Comments:

Councilmember Overhuel congratulated Deputy Director Varley on his years of service.

Councilmember Steele thanked Deputy Director Varley and his wife, Lori Varley, for his years of service.

Councilmember Wisnaski noted that the flowers around the city looked great, and congratulated Deputy Director Varley on his years of service.

Councilmember Keeney thanked Deputy Director Varley for his years of service.

17. Adjournment:

**A motion by Steele, seconded by Overhuel, to adjourn the meeting at 7:40 PM. On a voice vote, all voted in favor. Motion passed.**

Minutes respectfully  
Submitted by,  
Margaret Fenger  
City Clerk

MINUTES APPROVED BY CITY COUNCIL  
July 25, 2022

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Margaret Fenger, City Clerk

DRAFT

# City of Plainwell



Brad Keeler, Mayor  
Lori Steele, Mayor Pro-Tem  
Todd Overhuel, Council Member  
Roger Keeney, Council Member  
Randy Wisnaski, Council Member

“The Island City”

Department of Public Safety

119 Island Ave  
Plainwell, Michigan 49080  
Phone: 269-685-9858  
Fax: 269-685-5460  
Email Address: [publicsafety@plainwell.org](mailto:publicsafety@plainwell.org)

TO: Erik J. Wilson, City Manager  
FROM: Kevin Callahan, DPS Director  
DATE: July 12, 2022  
SUBJECT: 2008 Chevrolet Impala Sale

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**ACTION RECOMMENDED:** The City Council should consider approving the sale of the 2008 Chevrolet Impala.

The 2008 Chevrolet Impala was previously driven by former Director Bill Bomar. The vehicle has over 175,000 miles on it and needs numerous repairs. Given the mileage on the vehicle the new Director has opted to convert a 2014 Ford SUV with 100,000 miles into a Directors vehicle. The money from the sale of the vehicle will be used to fund purchase of several ballistic shields. The shields would be utilized for officers in the event of an active violence event where rapid intervention is of the utmost importance.

Web Page Address: [www.plainwell.org](http://www.plainwell.org)

*The City of Plainwell is an equal opportunity provider and employer.*



## “The Island City”

### MEMORANDUM

211 N. Main Street  
Plainwell, Michigan 49080  
Phone: 269-685-6821  
Fax: 269-685-7282

To: Erik Wilson  
From: Robert Nieuwenhuis  
Subject: Streets  
Date: 7/19/2022

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I am looking to approve a company to crack seal North and South Main from Starr road to the new orchard.

The filling of the cracks throughout this area isn't a permanent fix but a needed maintenance to help stop the erosion of the road way. By filling the cracks water isn't able to get into the cracks as easy and freeze which helps the road stay intact. Crack sealing is much needed procedure to help our roads last longer.

We have used Bronco Asphalt in the past and they have done a great job for us, but since there is such a price difference I recommend we use Asphalt Restorations for this job. Both where given the same instructions on the area and the objective prior to bidding. Asphalt Restorations has a great resume and is using MDOT approved materials for this bid.

Asphalt Restorations - \$15,732.80

Bronco Asphalt - \$36,183.00

Robert Nieuwenhuis

# Asphalt

## RESTORATION, INC.

**High Performance Asphalt Maintenance**

7968 West G Avenue

Kalamazoo, MI 49009

Office: 269.375.0056

Fax: 269.375.0722

Ed's Cell Phone: 269.598.7023

**Bill To:**

Bob Niewenhuis - DPW Director

City of Plainwell

125 Fairlane Street

Plainwell, MI 49080

Cell Phone: 269.207.7320

[email: dpw@plainwell.org](mailto:dpw@plainwell.org)

Date: 6/27/2022 **M.D.O.T. Certified 07680**

TERMS

ESTIMATOR

30 Days

EC 602-2022

ITEM(S)	DESCRIPTION	Total
	<p><b><u>Over Band Crack Sealing:</u></b>            Thoroughly clean well defined asphalt cracks with compressed air, 100 p.s.i., seal cracks with ASTM D-3405 Federal Spec., with the exception of severely alligated areas or very fine pot holes. Asphaltion Restoration will maintain traffic control and apply an anti-tracking solution after sealing cracks.</p> <p><b><u>Please note:</u></b> The joints within two sections of concrete, the middle of downtown and the concrete bridge over pass are not included in this Over Band Crack Sealing proposal.</p>	
8,472 lbs	Main Street: From Starr Road to RR Crossing (done separately).	\$ 11,806.80
1,510 lbs.	Main Street: From RR to North Point Drive (done separately).	\$ 3,926.00
9,982 lbs.	Main Street: From Starr Road to North Point Drive (If the entire project was done all at once: \$13,974.80)	
<b>Total</b>		\$ 15,732.80

We reserve the right to withdraw proposal if not accepted within 30 days. Acceptance of Proposal: The prices and specifications are accepted. Payment to be made as specified unless otherwise arranged. A 1 - 1/12% late fee will be charged to all accounts past due.

Authorized signature and date \_\_\_\_\_

Signature x 



# BRONCO ASPHALT MAINTENANCE



# Estimate

3003 M-40  
Gobles, MI 49055  
269.459.8888

Date	Estimate #
5/27/2022	011149

**"WE'VE GOT IT COVERED"**

Customer / Address

City of Plainwell  
Bob Nieuwenhuis  
141 N. Main Street  
Plainwell, Michigan 49080

Professional Services	Total
<p>SOW: Cracksealing N. Main Street From Starr Road to Skyview Drive</p> <p>CRACK SEALING: Starr Road to N. Main RR Tracks</p> <p>Cracks will be blown clean, brushing the surface or manual labor if needed to remove debris and then sealing the cracks with commercial grade hot rubber. When a concrete to asphalt joint is larger than 3/4" we will seal that joint at our discretion. Excluding spider web cracking areas.</p> <p>Not to Exceed 46,568 Lineal feet of cracks to be filled by Banding</p> <p>CRACK SEALING: RR Tracks to Skyview Drive (Pine Meadows Entrance)</p> <p>Cracks will be blown clean, brushing the surface or manual labor if needed to remove debris and then sealing the cracks with commercial grade hot rubber. When a concrete to asphalt joint is larger than 3/4" we will seal that joint at our discretion. Excluding spider web cracking areas.</p> <p>Not to Exceed 11,786 Lineal feet of cracks to be filled by Banding</p> <p>A 25% deposit of \$.00 is required for scheduling of approved work. Please remit deposit to Bronco Asphalt Maintenance, PO Box 221, Plainwell, MI 49080 - WAIVED</p>	<p>28,875.00</p> <p>7,308.00</p> <p>0.00</p>
<p>We propose to complete the work in accordance with the above specifications, for the sum of: Payment to be made in CASH OR CHECK UPON COMPLETION OF WORK. Please make all checks payable to BRONCO ASPHALT MAINTENANCE.</p>	<p><b>Total</b> \$36,183.00</p>
<p>All material and workmanship are guaranteed for 180 days from the date of completion. The guarantee shall be limited to the replacement of the material and application of the same. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. This Estimate is good for 15 days.</p>	<p>Signature: <u>Chris Milani</u> Sales Representative</p>
<p>Acceptance of Estimate: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.</p>	<p>Date of Acceptance: _____ Authorized Signature: _____</p>
<p><b>THANK YOU FOR YOUR BUSINESS!</b></p>	



Brad Keeler Mayor  
Lori Steele Mayor Pro-Tem  
Roger Kenney, Council Member  
Todd Overhuel, Council Member  
Randy Wisnaski, Council Member  
[www.plainwell.org](http://www.plainwell.org)

Bryan D. Pond, Superintendent  
129 Fairlane Street  
Plainwell, Michigan 49080  
Phone: 269-685-5153  
Fax: 269-685-1994  
Email: [BPond@plainwell.org](mailto:BPond@plainwell.org)

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7/19/2022

To: Erik Wilson, City Administrator  
From: Bryan Pond, Superintendent WR  
Cc: Brian Kelley City Treasurer  
RE: Ferric Chloride pricing for Water Renewal Plant

The current contract for ferric chloride ended in June, I have requested pricing for the next two years from two vendors. Due to volatile pricing in the raw material market the quoted price is good for six months and the price has doubled.

The new pricing is:

Haviland Chemical (Kemira, product) Kemira not taking any new customers due to availability of raw materials.

Webb Chemical (PVS, product) Was \$552/dry ton or \$4,929.36 / shipment

Now \$975/dry ton or \$8,706/shipment  
(4 loads /yr. for an annual purchase of \$34,824)

I am recommending awarding the contract to Webb Chemical with the option for the second six months if pricing remains near market value for that time. I have also asked for a de-escalation clause should the price go down. Funding is available in budget line item 590-540-752



## CONTRACT

July 1, 2022

**WEBB CHEMICAL SERVICE CORPORATION** (hereinafter called Seller), hereby agrees to sell and deliver to **City of Plainwell** (hereinafter called Buyer), and Buyer hereby agrees to receive from Seller at the location in Plainwell, Michigan and pay for the following product in the quantities, at the times, and prices, and upon the terms and conditions stated.

- PRODUCT:** Ferric Chloride 38%
- QUANTITY:** 100% of Buyer's requirements estimated to be 16,000–20,000 pounds. Estimate is for Seller's convenience only and is not intended to be take or pay.
- PERIOD:** July 1, 2022 – December 31, 2022
- PRICE:** \$957/DST, delivered. If cost of materials decreases during this time period the Supplier will offer to adjust accordingly. Fuel surcharge is included in the price, and demurrage will be billed after two (2) hours.
- TERMS:** Net 30 Days
- CLAUSE 1:** Force Majeure. Either party hereto shall be excused from non-performance or delay in case of Force Majeure, sellers supplier announces Force Majeure, labor disputes, wars, revolutions, civil strikes, riots, disturbances and acts of enemies, accidents, unavailability of raw materials, typhoons, hurricanes, floods, fires, earthquakes, diseases and other causes or acts of God beyond the control of either party hereto. Nothing herein shall be construed to require a party to settle a labor dispute when it deems it inadvisable to do so.
- DELIVERIES:** Tank Truck – Approximately 45,000 pounds each

**ACCEPTED:**

COMPANY: \_\_\_\_\_

COMPANY: Webb Chemical Service Corporation

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Copied from e-mail from sales person:

Bryan:

Hello there. We would like to offer the following for a six month period.

Product: Liquid Ferric Chloride 37-42%

Delivery Quantity: 4,000 gallons / 45,000 wet lbs. minimum

Price: \$ 957.00 per Dry Ton; Delivered

Location: Plainwell, MI WWTP

Terms: Net 30 Days

Effective Date: 7/1/22-12/31/22 FIRM

Additional Charges (if applicable): Demurrage (\$100/hr after 2 hours), Holiday Charge (\$300), Saturday Charge (\$200) and/or Sunday Charge (\$300), Split Delivery Charge (\$150).

Thank you,

Kari Maciag  
Webb Chemical  
231-740-7006



Brad Keeler Mayor  
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7/19/2022

To: Erik Wilson, City Administrator  
From: Bryan Pond, Superintendent WR  
Cc: Brian Kelley City Treasurer  
RE: Polymer pricing for Water Renewal Plant

Due to volatile pricing in the petroleum market the quoted price is unstable and will be approximate throughout the year.

Water Solve, Caledonia Mi  
Solve 137 /55-gallon drum \$1,100 (8 barrels /yr.) \$8,800/year

The product has been proven to work well in our treatment process and the percent active solution has been reliable. I am recommending awarding the annual purchase to Water Solve. Funding is available in budget line item 590-540-752

# City of Plainwell



“The Island City”

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To: Erik Wilson, City Manager  
From: Sandra Lamorandier, Personnel Manager  
Subject: Amendments to the Section 125 Plan  
Date: July 22, 2022

In a general review, staff sought different options available relative to third-party administrators for our Section 125 Cafeteria Plan and the recordkeeper for all Health Savings and Flexible Spending Accounts. After reviewing options, and for administrative reasons, the staff recommends a change in third-party administrators from American Fidelity to HealthEquity.

With this change, our plan documents need to be amended and restated through HealthEquity.

Attached is the full Flexible Benefits Plan and Summary Plan Description. The changes to the plan are:

- We no longer will be offering American Fidelity supplemental insurance options outside of the plans currently in place.
- The runoff period for the Flex accounts will go from 90 days to 75 days.
- The City’s annual HSA contribution will go from a one-time contribution in August to a pro-rata basis for each pay period (*excluding the third payroll of the month*).

We are looking for approval from Council to amend our document to be effective August 1, 2022.

**CITY OF PLAINWELL  
COUNTY OF ALLEGAN  
STATE OF MICHIGAN**

**RESOLUTION NO. # 2022-15**

**A RESOLUTION TO AMEND THE SECTION 125 FLEXIBLE BENEFIT PLAN**

WHEREAS, Section XI of the Section 125 Flexible Benefit Plan (“Plan”) permits amendment to the Plan;

WHEREAS, the City of Plainwell desires to amend the Plan to include changes to the Plan language and procedures related to the change in third-party administrators from American Fidelity to HealthEquity;

WHEREAS, in a regular meeting held on July 25, 2022, the Council authorized the City Manager to execute Section 125 Plan Document changes as recommended;

WHEREAS, Additional plan changes include no longer offering American Fidelity supplemental insurance options outside of the plans currently in place, runoff periods for the Flex accounts will go from 90 days to 75 days, and the City’s annual HAS contribution will go from a one-time contribution in August to a pro-rata basis for each pay period (*excluding the third payroll of the month*);

WHEREAS, For reduction of file submission the Summary plan description has been submitted for approval with full documents filed with the clerk.

NOW, THEREFORE, the Plan is hereby amended, effective August 01, 2022, or if later, upon execution of this amendment, as follows:

**BE IT FURTHER RESOLVED** that the officers of the Employer are authorized and directed to take any and all action as may be necessary to effectuate this Resolution.

Yeas:

Nays:

Absent:

RESOLUTION DECLARED ADOPTED:

Date: July 25, 2022

\_\_\_\_\_  
Margaret Fenger, City Clerk

CERTIFICATION

I, Margaret Fenger, the duly appointed Clerk of the City of Plainwell, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Plainwell City Council at a regular meeting held July 25, 2022 in compliance with the Open Meeting Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

City of Plainwell

By: \_\_\_\_\_  
Margaret Fenger, City Clerk





**CITY OF PLAINWELL  
FLEXIBLE BENEFITS PLAN**

**AND ALL SUPPORTING FORMS HAVE BEEN PRODUCED FOR  
HEALTH EQUITY INC**

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**CITY OF PLAINWELL  
FLEXIBLE BENEFITS PLAN**

**INTRODUCTION**

The Employer has amended this Plan effective August 1, 2022, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on September 1, 1996. The Plan shall be known as City of Plainwell Flexible Benefits Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

**ARTICLE I  
DEFINITIONS**

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit" or "Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)).

**"Dependent"** shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his/her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

1.8 **"Effective Date"** means September 1, 1996.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the

Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means City of Plainwell and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"Employer Contribution"** means the contributions made by the Employer pursuant to Section 3.1 to enable a Participant to purchase Benefits. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V and as set forth in Section 3.1.

1.14 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.

1.15 **"Insurance Premium Payment Plan"** means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.

1.16 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan.

1.17 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.18 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.19 **"Plan"** means this instrument, including all amendments thereto.

1.20 **"Plan Year"** means the 12-month period beginning August 1 and ending July 31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.21 **"Premium Expenses"** or **"Premiums"** mean the Participant's cost for the Benefits described in Section 4.1.

1.22 **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant may be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.

1.23 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.2. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.24 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.25 **"Spouse"** means spouse as determined under Federal law.

## **ARTICLE II PARTICIPATION**

### **2.1 ELIGIBILITY**

Any Eligible Employee shall be eligible to participate hereunder as of the date he satisfies the eligibility conditions for the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

### **2.2 EFFECTIVE DATE OF PARTICIPATION**

An Eligible Employee shall become a Participant effective as of the entry date under the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference.

### 2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

### 2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.5;
- (b) **Death.** The Participant's death, subject to the provisions of Section 2.6; or
- (c) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

### 2.5 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- (a) **Insurance Benefit.** With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.
- (b) **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred through the remainder of the Plan Year in which such termination occurs and submitted within 75 days after the end of the Plan Year, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.
- (c) **COBRA applicability.** With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan including the Health Flexible Spending Account shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section 11.14 of the Plan.

### 2.6 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Flexible Spending Account.

## ARTICLE III CONTRIBUTIONS TO THE PLAN

### 3.1 EMPLOYER CONTRIBUTION

The Employer shall make available to each Participant an Employer Contribution to the Participant's Health Savings Account in an amount to be determined by the Employer prior to the beginning of each Plan Year. Each Participant's Employer Contribution shall be converted to Cafeteria Plan Benefit Dollars and be available to purchase Benefits hereunder. The Employer's Contribution shall be made on a pro rata basis for each pay period (excluding the third payroll of the month) of the Participant. If a Participant fails to make any election of Benefit Option, there shall be no Employer Contribution (i.e., the Employer Contribution shall not be available in cash).

### 3.2 SALARY REDIRECTION

If a Participant's Employer Contribution is not sufficient to cover the cost of Benefits or Premium Expenses he elects pursuant to Section 4.1, his Compensation will be reduced in an amount equal to the difference between the cost of Benefits he elected and the amount of Employer Contribution available to him. Such reduction shall be his Salary Redirection, which the Employer will use on his behalf, together with his Employer Contribution, to pay for the Benefits he elected. The amount of such Salary Redirection shall be specified in the

Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

### **3.3 APPLICATION OF CONTRIBUTIONS**

As soon as reasonably practical after each payroll period, the Employer shall apply the Employer Contribution and Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

### **3.4 PERIODIC CONTRIBUTIONS**

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

## **ARTICLE IV BENEFITS**

### **4.1 BENEFIT OPTIONS**

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account
- (3) Insurance Premium Payment Plan
  - (i) Health Insurance Benefit
  - (ii) Dental Insurance Benefit
  - (iii) Cancer Insurance Benefit
  - (iv) Vision Insurance Benefit
  - (v) Accidental Death and Dismemberment Insurance Benefit
  - (vi) Prescription Drug Coverage Benefit
  - (vii) Other Insurance Benefit
- (4) Health Savings Account Benefit

### **4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

### **4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.



#### 4.4 HEALTH INSURANCE BENEFIT

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

#### 4.5 DENTAL INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

#### 4.6 CANCER INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's cancer Insurance Contract. In addition, the Participant may elect either individual or family coverage.

(b) **Employer selects contracts.** The Employer may select suitable cancer Insurance Contracts for use in providing this cancer insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such cancer Insurance Contract shall be determined therefrom, and such cancer Insurance Contract shall be incorporated herein by reference.

#### 4.7 VISION INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's vision Insurance Contract. In addition, the Participant may elect either individual or family coverage.

(b) **Employer selects contracts.** The Employer may select suitable vision Insurance Contracts for use in providing this vision insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such vision Insurance Contract shall be determined therefrom, and such vision Insurance Contract shall be incorporated herein by reference.

#### 4.8 ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's accidental death and dismemberment Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable accidental death and dismemberment policies for use in providing this accidental death and dismemberment insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such accidental death and dismemberment Insurance Contract shall be determined therefrom, and such accidental death and dismemberment Insurance Contract shall be incorporated herein by reference.

#### 4.9 PRESCRIPTION DRUG COVERAGE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's Prescription Drug Coverage Contract.

(b) **Employer selects contracts.** The Employer may select suitable prescription drug coverage for use in providing this benefit, including, but not limited to, if applicable, by-mail services and prescription drug cards, which will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such prescription drug coverage contract shall be determined therefrom, and such Contract shall be incorporated herein by reference.

#### **4.10 OTHER INSURANCE BENEFIT**

(a) **Employer selects contracts.** The Employer may select additional health or other policies allowed under Code Section 125 or allow the purchase of additional health or other policies by and for Participants, which policies will provide uniform benefits for all Participants electing this Benefit.

(b) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from any additional Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

#### **4.11 HEALTH SAVINGS ACCOUNT BENEFIT**

Each Participant may elect to have a portion of his Employer Contributions and Salary Redirections contributed to a Health Savings Account, as defined in Code Section 223. The amounts contributed shall be subject to the terms of the Health Savings Account as established.

#### **4.12 NONDISCRIMINATION REQUIREMENTS**

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reject any election or reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

### **ARTICLE V PARTICIPANT ELECTIONS**

#### **5.1 INITIAL ELECTIONS**

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

#### **5.2 SUBSEQUENT ANNUAL ELECTIONS**

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

(a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;

(b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year, or by not electing any Benefit options;

(c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

### 5.3 FAILURE TO ELECT

Any Participant failing to complete an election of benefits form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized for such subsequent Plan Year.

### 5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) **Legal Marital Status:** events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) **Number of Dependents:** Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) **Employment Status:** Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
- (4) **Dependent satisfies or ceases to satisfy the eligibility requirements:** An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
- (5) **Residency:** A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and guidance thereunder, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for group health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel or reduce accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Change in dependent care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(k) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

(l) **Health Savings Account changes.** With regard to the Health Savings Account Benefit specified in Section 4.11, a Participant who has elected to make elective contributions under such arrangement may modify or revoke the election prospectively, provided such change is consistent with Code Section 223 and the Treasury regulations thereunder.

(m) **Changes due to reduction in hours or enrollment in an Exchange Plan.** A Participant may prospectively revoke coverage under the group health plan (that is not a health Flexible Spending Account) which provides minimum essential coverage (as defined in Code §5000A(f)(1)) provided the following conditions are met:

Conditions for revocation due to reduction in hours of service:

- (1) The Participant has been reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and
- (2) The revocation of coverage under the group health plan corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

The Administrator may rely on the reasonable representation of the Participant who is reasonably expected to have an average of less than 30 hours of service per week for future periods that the Participant and related individuals have enrolled or intend to enroll in another plan that provides minimum essential coverage for new coverage that is effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

Conditions for revocation due to enrollment in a Qualified Health Plan:

- (1) The Participant is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace (federal or state exchange) pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
- (2) The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the revocation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

The Administrator may rely on the reasonable representation of a Participant who has an enrollment opportunity for a Qualified Health Plan through a Marketplace that the Participant and related individuals have enrolled or intend to enroll in a Qualified Health Plan for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

## **ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT**

### **6.1 ESTABLISHMENT OF PLAN**

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly. There is an additional "limited FSA" designed to coordinate with a Health Savings Account and high deductible health plan.

### **6.2 DEFINITIONS**

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Flexible Spending Account"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

- (1) one of the 5 highest paid officers;
- (2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or

(3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(c) "**Medical Expenses**" means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant who contributes to a Health Savings Account may only be reimbursed for medical expenses that are considered to be for dental or vision expenses as allowed under Code Section 223.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

### 6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof, excluding any carryover) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

### 6.4 LIMITATION ON ALLOCATIONS

(a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount of salary reductions that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is the statutory amount under Code Section 125(i)(2), as adjusted for increases in the cost of living. The cost of living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. For any short Plan Year, the limit shall be an amount equal to the limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).

(b) The minimum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$500.

(c) **Participation in Other Plans.** All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the statutory limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to the statutory limit (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to the statutory limit (as adjusted) under each Employer's Health Flexible Spending Account.

(d) **Carryover.** A Participant in the Health Flexible Spending Account may roll over up to \$570 of unused amounts in the Health Flexible Spending Account remaining at the end of one Plan Year to the immediately following Plan Year. These amounts can be used during the following Plan Year for expenses incurred in that Plan Year. Amounts carried over do not affect the maximum amount of salary redirection contributions for the Plan Year to which they are carried over. Unused amounts are those remaining after expenses have been reimbursed during the runout period. These amounts may not be cashed out or converted to any other taxable or nontaxable benefit. Amounts in excess of \$570 will be forfeited. The Plan is allowed, but not required, to treat claims as being paid first from the current year amounts, then from the carryover amounts.

### 6.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

## 6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

## 6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year shall be reimbursed during the Plan Year subject to Section 2.5, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 75 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator.

## 6.8 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

(a) **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.

(c) **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section 6.4.

(d) **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator following IRS guidelines.

(e) **Card use.** The cards shall only be used for Medical Expense purchases at these providers, including, but not limited to, the following:

- (1) Co-payments for doctor and other medical care;
- (2) Purchase of drugs prescribed by a health care provider, menstrual care products and over-the-counter medications as allowed under IRS regulations;

(3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.

(f) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

(1) Repayment of the improper amount by the Participant;

(2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;

(3) Claims substitution or offset of future claims until the amount is repaid; and

(4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

## 6.9 QUALIFIED RESERVIST DISTRIBUTIONS

(a) **Qualified Reservist Distribution.** A Participant may request a Qualified Reservist Distribution, provided the following provisions are satisfied. "Qualified Reservist Distribution" means any distribution to a Participant of all or a portion of the balance in the Participant's Health Flexible Spending Account if:

(1) Such Participant was an individual who was (by reason of being a member of a reserve component (as defined in Section 101 of Title 37, United States Code)) ordered or called to active duty for a period of 180 days or more or for an indefinite period.

(2) A Participant may have been called prior to June 18, 2008, provided the individual's active duty continues after June 18, 2008 and the period of duty complies with subsection (a).

(3) The distribution is made during the period beginning on the date of the order or call that applies to the Participant and ending on the last day of the Plan Year which includes the date of such order or call.

(4) The Qualified Reservist Distribution option is offered to all Participants who qualify under this Article.

(5) Qualified Reservist Distributions may only be made if the Participant is ordered or called to active duty, not the Participant's spouse or dependents.

(6) Under Section 101 of the Title 37 of the United States Code, "reserve component" means: (1) the Army National Guard, (2) the Army Reserve, (3) the Navy Reserve, (4) the Marine Corps Reserve, (5) the Air National Guard, (6) the Air Force Reserve, (7) the Coast Guard Reserve, or (8) the Reserve Corps of the Public Health Service.

(b) **Conditions:** The following conditions apply:

(1) The Employer must receive a copy of the order or call to active duty and may rely on the order or call to determine the period that the Participant has been ordered or called to duty.

(2) Eligibility for a Qualified Reservist Distribution is not affected if the order or call is for 180 days or more or is indefinite, but the actual period of active duty is less than 180 days or is changed otherwise from the order or call.

(3) If the original order is less than 180 days, then no Qualified Reservist Distribution is allowed. However, if subsequent calls or orders increase the total days of active duty to 180 or more, then a Qualified Reservist Distribution will be allowed.

(c) **Amount:** The amount a Participant may be reimbursed from the Health Flexible Spending Account is the amount contributed by the Participant to the Health Flexible Spending Account as of the date of the distribution request, less any reimbursements received as of the date of the distribution request.



(d) **Procedure.** The Employer must specify a process for requesting the distribution. The Employer may limit the number of distributions processed for a Participant to 2 per Plan Year. The distribution request must be made on or after the call or order and before the last day of the Plan Year. The QRD shall be paid within a reasonable time but in no event more than 60 days after the date of the request.

(e) **Claims.** Claims incurred prior to the date of the request of the distribution shall be paid as any other claim. Claims incurred after the date of the distribution shall be paid on submission as any other claim.

## **ARTICLE VII DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT**

### **7.1 ESTABLISHMENT OF ACCOUNT**

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

### **7.2 DEFINITIONS**

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) **"Employment-Related Dependent Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

(1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(d) **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

### 7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

### 7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

### 7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

### 7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

### 7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

### 7.8 FORFEITURES

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

### 7.9 LIMITATION ON PAYMENTS

(a) **Plan limits.** Notwithstanding any provision contained in this Dependent Care Flexible Spending Account to the contrary, the following limits apply in addition to the Code limits. The minimum amount that may be allocated to the Dependent Care Flexible Spending Account by a Participant in or on account of any Plan Year is \$500.

(b) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

### 7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

### 7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under

this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

## 7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement:
  - (1) that the day care center complies with all applicable laws and regulations of the state of residence,
  - (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
  - (3) of the amount of fee paid to the provider.
- (h) If the Participant is married, a statement containing the following:
  - (1) the Spouse's salary or wages if he or she is employed, or
  - (2) if the Participant's Spouse is not employed, that
    - (i) he or she is incapacitated, or
    - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.
- (i) **Claims for reimbursement.** If a Participant fails to submit a claim within 75 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator.

## ARTICLE VIII BENEFITS AND RIGHTS

### 8.1 CLAIM FOR BENEFITS

- (a) **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.
- (b) **Dependent Care Flexible Spending Account or Health Flexible Spending Account claims.** Any claim for Dependent Care Flexible Spending Account or Health Flexible Spending Account Benefits shall be made to the Administrator. For the Health Flexible Spending Account, if a Participant fails to submit a claim within 75 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. For the Dependent Care Flexible Spending Account, if a Participant fails to submit a claim within 75 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

- (1) specific references to the pertinent Plan provisions on which the denial is based;
  - (2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and
  - (3) an explanation of the Plan's claim procedure.
- (c) **Appeal.** Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:
- (1) request a review upon written notice to the Administrator;
  - (2) review pertinent documents; and
  - (3) submit issues and comments in writing.
- (d) **Review of appeal.** A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.
- (f) **Forfeitures.** Any balance remaining in the Participant's Health Flexible Spending Account or Dependent Care Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year and Grace Period (if applicable) shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus. If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited and returned to the Employer following a reasonable time after the date any such payment first became due.

## 8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan (excepting any carryover); nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan. No amounts attributable to the Health Savings Account shall be subject to the benefit plan surplus.

## ARTICLE IX ADMINISTRATION

### 9.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. An Administrator may resign by delivering a resignation in writing (or such other form as acceptable to both parties) to the Employer or be removed by the Employer by delivery of notice of removal (in writing or such other form as acceptable to both parties), to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- (h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

## **9.2 EXAMINATION OF RECORDS**

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

## **9.3 PAYMENT OF EXPENSES**

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

## **9.4 INSURANCE CONTROL CLAUSE**

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

## **9.5 INDEMNIFICATION OF ADMINISTRATOR**

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

**ARTICLE X  
AMENDMENT OR TERMINATION OF PLAN**

**10.1 AMENDMENT**

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

**10.2 TERMINATION**

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

**ARTICLE XI  
MISCELLANEOUS**

**11.1 PLAN INTERPRETATION**

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.12.

**11.2 GENDER, NUMBER AND TENSE**

Wherever any words are used herein in one gender, they shall be construed as though they were also used in all genders in all cases where they would so apply; whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply; and whenever any words are used herein in the past or present tense, they shall be construed as though they were also used in the other form in all cases where they would so apply.

**11.3 WRITTEN DOCUMENT**

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

**11.4 EXCLUSIVE BENEFIT**

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

**11.5 PARTICIPANT'S RIGHTS**

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

**11.6 ACTION BY THE EMPLOYER**

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

**11.7 EMPLOYER'S PROTECTIVE CLAUSES**

(a) **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance

Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

#### **11.8 NO GUARANTEE OF TAX CONSEQUENCES**

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

#### **11.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS**

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

#### **11.10 FUNDING**

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

#### **11.11 GOVERNING LAW**

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Michigan.

#### **11.12 SEVERABILITY**

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

#### **11.13 CAPTIONS**

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

#### **11.14 CONTINUATION OF COVERAGE (COBRA)**

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

#### **11.15 FAMILY AND MEDICAL LEAVE ACT (FMLA)**

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

#### **11.16 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

#### **11.17 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)**

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

## 11.18 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Protected Health Information that consists of genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

(5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

(6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

(7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;



(8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

(9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

#### **11.19 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS**

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

(a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.18.

#### **11.20 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act.

#### **11.21 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

#### **11.22 WOMEN'S HEALTH AND CANCER RIGHTS ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

#### **11.23 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan document is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_.

City of Plainwell

By \_\_\_\_\_  
EMPLOYER

**CITY OF PLAINWELL  
FLEXIBLE BENEFITS PLAN  
SUMMARY PLAN DESCRIPTION**

***DRAFT***

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**XI  
SUMMARY**

**CITY OF PLAINWELL  
FLEXIBLE BENEFITS PLAN**

**INTRODUCTION**

We have amended the "Flexible Benefits Plan" that we previously established for you and other eligible employees. Under this Plan, you will be able to choose among certain benefits that we make available. The benefits that you may choose are outlined in this Summary Plan Description. We will also tell you about other important information concerning the amended Plan, such as the rules you must satisfy before you can join and the laws that protect your rights.

One of the most important features of our Plan is that the benefits being offered are generally ones that you are already paying for, but normally with money that has first been subject to income and Social Security taxes. Under our Plan, these same expenses will be paid for with a portion of your pay before Federal income or Social Security taxes are withheld. This means that you will pay less tax and have more money to spend and save.

Read this Summary Plan Description carefully so that you understand the provisions of our amended Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About the Plan."

**I  
ELIGIBILITY**

**1. When can I become a participant in the Plan?**

Before you become a Plan member (referred to in this Summary Plan Description as a "Participant"), there are certain rules which you must satisfy. First, you must meet the eligibility requirements and be an active employee. After that, the next step is to actually join the Plan on the "entry date" that we have established for all employees. The "entry date" is defined in Question 3 below. You will also be required to complete certain application forms before you can enroll in the Plan.

**2. What are the eligibility requirements for our Plan?**

You will be eligible to join the Plan once you have satisfied the conditions for coverage under our group medical plan. Of course, if you were already a participant before this amendment, you will remain a participant.

**3. When is my entry date?**

You can join the Plan on the same day you can enter our group medical plan.

**4. What must I do to enroll in the Plan?**

Before you can join the Plan, you must complete an application to participate in the Plan. The application includes your personal choices for each of the benefits which are being offered under the Plan. You must also authorize us to set some of your earnings aside in order to pay for a portion of the benefits you have elected.

**II  
OPERATION**

**1. How does this Plan operate?**

Before the start of each Plan Year, you will be able to elect to have some of your upcoming pay contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your pay that is paid to the Plan is not subject to Federal income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses which you normally pay for with out-of-pocket, taxable dollars. Also, we will make additional Employer contributions to the Plan that you may use to increase the amounts used to pay benefits. However, if you receive a reimbursement for an expense under the Plan, you cannot

claim a Federal income tax credit or deduction on your return. (See the Article entitled "General Information About Our Plan" for the definition of "Plan Year.")

### III CONTRIBUTIONS

#### 1. How much of my pay may the Employer redirect?

Each year, you may elect to have us contribute on your behalf enough of your compensation to pay for the benefits that you elect under the Plan after application of the Employer Contribution. These amounts will be deducted from your pay over the course of the year.

#### 2. How much will the Employer contribute each year?

We may contribute a discretionary amount which we will determine prior to the beginning of each Plan Year. This contribution can be used for the Health Savings Account and will be made on a pro rata basis during the year. If you elect not to participate, the Employer will not contribute to the Plan on your behalf.

#### 3. What happens to contributions made to the Plan?

Before each Plan Year begins, you will select the benefits you want and how much of the contributions should go toward each benefit. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, they will be used to pay for the expenses as they arise during the Plan Year. In addition, you should also note that any previous benefit payments made from any Account under the Plan that are unclaimed (e.g., uncashed benefit checks) by the end of the Plan Year following the period of coverage in which the qualifying expense was incurred will be forfeited to the Employer.

#### 4. When must I decide which accounts I want to use?

You are required by Federal law to decide before the Plan Year begins, during the election period (defined below). You must decide two things. First, which benefits you want and, second, how much should go toward each benefit.

#### 5. When is the election period for our Plan?

You will make your initial election on or before your entry date. (You should review Section I on Eligibility to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

#### 6. May I change my elections during the Plan Year?

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

In addition, if you are participating in the Dependent Care Flexible Spending Account, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

However, with respect to the Health Savings Account, you may modify or revoke your elections without having to have a change in status.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have

under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

These rules on change due to cost or coverage do not apply to the Health Flexible Spending Account, and you may not change your election to the Health Flexible Spending Account if you make a change due to cost or coverage for insurance or if you decide to participate in the Health Savings Account.

You may not change your election under the Dependent Care Flexible Spending Account if the cost change is imposed by a dependent care provider who is your relative.

You may revoke your coverage under the employer's group health plan outside of our open enrollment period, if your employment status changes from working at least 30 hours per week to less than 30 hours. This is regardless of whether the reduction in hours has resulted in loss of eligibility. You must show intent to enroll in another health plan.

You may also revoke your coverage under our Employer sponsored group health plan if you are eligible to obtain coverage through the health exchanges.

#### **7. May I make new elections in future Plan Years?**

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, we will consider that to mean you have elected not to participate for the upcoming Plan Year.

### **IV BENEFITS**

#### **1. Health Flexible Spending Account**

The Health Flexible Spending Account enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code which are not covered by our insured medical plan and save taxes at the same time. The Health Flexible Spending Account allows you to be reimbursed by the Employer for expenses incurred by you and your dependents.

However, if you participate in a HSA, you can only be reimbursed by the Employer for out-of-pocket dental or vision expenses incurred by you and your dependents.

If you are a HSA participant, drug costs, including insulin, may be reimbursed if they are considered for dental or vision expenses.

You may not be reimbursed for the cost of other health care coverage maintained outside of the Plan, or for long-term care expenses. A list of covered expenses is available from the Administrator.

For 2022, the most you can contribute is \$2,850. After 2022, the dollar limit may increase for cost of living adjustments. The minimum amount that you may contribute to the Health Flexible Spending Account each Plan Year is \$500. In addition, you will be eligible to carryover amounts left in your Health Flexible Spending Account, up to \$570. This means that amounts you do not use during a Plan Year can be carried over to the next Plan Year and used for expenses incurred in the next Plan Year.

In order to be reimbursed for a health care expense, you must submit to the Administrator an itemized bill from the service provider. We will also provide you with a debit or credit card to use to pay for medical expenses. The Administrator will provide you with further details. Amounts reimbursed from the Plan may not be claimed as a deduction on your personal income tax return. Reimbursement from the fund shall be paid at least once a month. Expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care.

You may be reimbursed for expenses for any child until the end of the calendar year in which the child reaches age 26. A child is a natural child, stepchild, foster child, adopted child, or a child placed with you for adoption. If a child gains or regains eligibility due to these new rules, that qualifies as a change in status to change coverage.



Newborns' and Mothers' Health Protection Act: Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Women's Health and Cancer Rights Act: This plan, as required by the Women's Health and Cancer Rights Act of 1998, will reimburse up to plan limits for benefits for mastectomy-related services including reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema). Contact your Plan Administrator for more information.

## **2. Dependent Care Flexible Spending Account**

The Dependent Care Flexible Spending Account enables you to pay for out-of-pocket, work-related dependent day-care cost with pre-tax dollars. If you are married, you can use the account if you and your spouse both work or, in some situations, if your spouse goes to school full-time. Single employees can also use the account.

An eligible dependent is someone for whom you can claim expenses on Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." Children must be under age 13. Other dependents must be physically or mentally unable to care for themselves. Dependent Care arrangements which qualify include:

- (a) A Dependent (Day) Care Center, provided that if care is provided by the facility for more than six individuals, the facility complies with applicable state and local laws;
- (b) An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and
- (c) An "Individual" who provides care inside or outside your home: The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

You should make sure that the dependent care expenses you are currently paying for qualify under our Plan.

The law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account. Each Plan Year, the minimum amount you may contribute to the Dependent Care Flexible Spending Account is \$500. Generally, your reimbursements may not exceed the lesser of: (a) \$5,000 (if you are married filing a joint return or you are head of a household) or \$2,500 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed earned income (a spouse who is a full time student or incapable of caring for himself/herself has a monthly earned income of \$250 for one dependent or \$500 for two or more dependents).

Also, in order to have the reimbursements made to you from this account be excludable from your income, you must provide a statement from the service provider including the name, address, and in most cases, the taxpayer identification number of the service provider on your tax form for the year, as well as the amount of such expense as proof that the expense has been incurred. In addition, Federal tax laws permit a tax credit for certain dependent care expenses you may be paying for even if you are not a Participant in this Plan. You may save more money if you take advantage of this tax credit rather than using the Dependent Care Flexible Spending Account under our Plan. Ask your tax adviser which is better for you.

## **3. Premium Expense Account**

A Premium Expense Account allows you to use tax-free dollars to pay for certain premium expenses under various insurance programs that we offer you. These premium expenses include:

- Health care premiums under our insured group medical plan.
- Dental insurance premiums.
- Cancer insurance premiums.
- Vision insurance premiums.
- Accidental death and dismemberment insurance premiums.
- Prescription drug coverage.
- Other insurance coverage that we may provide.

Under our Plan, we will establish sub-accounts for you for each different type of insurance coverage that is available. Also, certain limits on the amount of coverage may apply.

The Administrator may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. We will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

#### **4. May I direct Plan contributions to my Health Savings Account?**

Yes. Any monies that you do not apply toward available benefits can be contributed to your Health Savings Account, which enables you to pay for expenses which are not covered by our insured medical plan and save taxes at the same time. Please see your Plan Administrator for further details.

## **V BENEFIT PAYMENTS**

### **1. When will I receive payments from my accounts?**

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, these reimbursements which are made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes. Requests for payment of insured benefits should be made directly to the insurer. You will only be reimbursed from the Dependent Care Flexible Spending Account to the extent that there are sufficient funds in the Account to cover your request.

### **2. What happens if I don't spend all Plan contributions during the Plan Year?**

Any monies left at the end of the Plan Year will be forfeited, except for \$570 that can be carried over into the next Plan Year for the Health Flexible Spending Account or, except for amounts contributed to your Health Savings Account. Obviously, qualifying expenses that you incur late in the Plan Year for which you seek reimbursement after the end of such Plan Year will be paid first before any amount is forfeited. For the Health Flexible Spending Account, you must submit claims no later than 75 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 75 days after the end of the Plan Year. Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

### **3. Family and Medical Leave Act (FMLA)**

If you take leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance and the Health Flexible Spending Account. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return. For the Health Flexible Spending Account, you may continue your coverage or you may revoke your coverage and resume it when you return. You can resume your coverage at its original level and make payments for the time that you are on leave. For example, if you elect \$1,200 for the year and are out on leave for 3 months, then return and elect to resume your coverage at that level, your remaining payments will be increased to cover the difference - from \$100 per month to \$150 per month. Alternatively your maximum amount will be reduced proportionately for the time that you were gone. For example, if you elect \$1,200 for the year and are out on leave for 3 months, your amount will be reduced to \$900. The expenses you incur during the time you are not in the Health Flexible Spending Account are not reimbursable.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

### **4. Uniformed Services Employment and Reemployment Rights Act (USERRA)**

If you are going into or returning from military service, you may have special rights to health care coverage under your Health Flexible Spending Account under the Uniformed Services Employment and Reemployment Rights Act of 1994. These rights can include extended health care coverage. If you may be affected by this law, ask your Administrator for further details.

## 5. What happens if I terminate employment?

If you terminate employment during the Plan Year, your right to benefits will be determined in the following manner:

- (a) You will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment.
- (b) You will still be able to request reimbursement for qualifying dependent care expenses incurred during the remainder of the Plan Year from the balance remaining in your dependent care account at the time of termination of employment. However, no further salary redirection and contributions will be made on your behalf after you terminate. You must submit claims within 75 days after the end of the Plan Year in which termination occurs.
- (c) Your Health Savings Account amounts will remain yours even after your termination of employment.
- (d) For health benefit coverage and Health Flexible Spending Account coverage on termination of employment, please see the Article entitled "Continuation Coverage Rights Under COBRA." Upon your termination of employment, your participation in the Health Flexible Spending Account will cease, and no further salary redirection and contributions will be contributed on your behalf. However, you will be able to submit claims for health care expenses that were incurred before the end of the period for which payments to the Health Flexible Spending Account have already been made. Your further participation will be governed by "Continuation Coverage Rights Under COBRA."

## 6. Will my Social Security benefits be affected?

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

## 7. Qualified Reservist Distributions

If you are a member of a reserve unit and if you are ordered or called to active duty, then you may request a Qualified Reservist Distribution (QRD). A Qualified Reservist Distribution is a distribution of all or a portion of the amounts remaining in your Health Flexible Spending Account. You can only request this distribution if you are called to active duty for a period of 180 days or more or for an indefinite period. The distribution must be made during the period beginning on the date of the call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year which includes the date of the call.

You can receive the amount you have actually contributed minus any reimbursements you have already received (or are in process). The amount you request may be adjusted if needed to conform with your actual account balance. You must request the QRD before the last day of the Plan Year. You can only request 2 QRDs for a Plan Year.

## VI HIGHLY COMPENSATED AND KEY EMPLOYEES

### 1. Do limitations apply to highly compensated employees?

Under the Internal Revenue Code, highly compensated employees and key employees generally are Participants who are officers, shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee or a key employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees or key employees will apply. You will be notified of these limitations if you are affected.

## VII PLAN ACCOUNTING

### 1. Periodic Statements

The Administrator will provide you with a statement of your account periodically during the Plan Year that shows your account balance. It is important to read these statements carefully so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

**VIII  
GENERAL INFORMATION ABOUT OUR PLAN**

This Section contains certain general information which you may need to know about the Plan.

**1. General Plan Information**

City of Plainwell Flexible Benefits Plan is the name of the Plan.

Your Employer has assigned Plan Number 501 to your Plan.

The provisions of your amended Plan become effective on August 1, 2022. Your Plan was originally effective on September 1, 1996.

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on August 1 and ends on July 31.

**2. Employer Information**

Your Employer's name, address, and identification number are:

City of Plainwell  
211 N Main Street  
Plainwell, Michigan 49080-1370  
38-6004724

**3. Plan Administrator Information**

The name, address and business telephone number of your Plan's Administrator are:

City of Plainwell  
211 N Main Street  
Plainwell, Michigan 49080-1370  
(269) 685-6821

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

**4. Service of Legal Process**

The name and address of the Plan's agent for service of legal process are:

City of Plainwell  
211 N Main Street  
Plainwell, Michigan 49080-1370

**5. Type of Administration**

The type of Administration is Employer Administration.

**6. Claims Submission**

Claims for expenses should be submitted to:

HealthEquity Inc.  
15 W Scenic Pointe Drive, Suite 100  
Draper, UT 84020

**IX  
ADDITIONAL PLAN INFORMATION**

**1. Claims Process**

You should submit all reimbursement claims during the Plan Year. For the Health Flexible Spending Account, you must submit claims no later than 75 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 75 days after the end of the Plan Year. Any claims submitted after that time will not be considered.

Claims that are insured will be handled in accordance with procedures contained in the insurance policies. All other general requests should be directed to the Administrator of our Plan. If a dependent care or medical expense claim under the Plan is denied in whole or in

part, you or your beneficiary will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. Within 60 days after denial, you or your beneficiary may submit a written request for reconsideration of the denial to the Administrator.

Any such request should be accompanied by documents or records in support of your appeal. You or your beneficiary may review pertinent documents and submit issues and comments in writing. The Administrator will review the claim and provide, within 60 days, a written response to the appeal. (This period may be extended an additional 60 days under certain circumstances.) In this response, the Administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. The Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Administrator are conclusive and binding.

## **X CONTINUATION COVERAGE RIGHTS UNDER COBRA**

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under health benefits under this Plan will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") where coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Plan Participants who become Qualified Beneficiaries under COBRA. While the Plan itself is not a group health plan, it does provide health benefits. Whenever "Plan" is used in this section, it means any of the health benefits under this Plan including the Health Flexible Spending Account.

### **1. What is COBRA continuation coverage?**

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Plan (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

There may be other options available when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

### **2. Who can become a Qualified Beneficiary?**

In general, a Qualified Beneficiary can be:

- (a) Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.
- (b) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Plan as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

### 3. What is a Qualifying Event?

A Qualifying Event is any of the following if the Plan provided that the Plan participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

- (a) The death of a covered Employee.
- (b) The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.
- (c) The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.
- (d) A covered Employee's enrollment in any part of the Medicare program.
- (e) A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Plan).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event, the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993, as amended ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

### 4. What factors should be considered when determining to elect COBRA continuation coverage?

When considering options for health coverage, Qualified Beneficiaries should consider:

- **Premiums:** This plan can charge up to 102% of total plan premiums for COBRA coverage. Other options, like coverage on a spouse's plan or through the Marketplace, may be less expensive. Qualified Beneficiaries have special enrollment rights under federal law (HIPAA). They have the right to request special enrollment in another group health plan for which they are otherwise eligible (such as a plan sponsored by a spouse's employer) within 30 days after Plan coverage ends due to one of the Qualifying Events listed above.
- **Provider Networks:** If a Qualified Beneficiary is currently getting care or treatment for a condition, a change in health coverage may affect access to a particular health care provider. You may want to check to see if your current health care providers participate in a network in considering options for health coverage.
- **Drug Formularies:** For Qualified Beneficiaries taking medication, a change in health coverage may affect costs for medication – and in some cases, the medication may not be covered by another plan. Qualified beneficiaries should check to see if current medications are listed in drug formularies for other health coverage.
- **Severance payments:** If COBRA rights arise because the Employee has lost his job and there is a severance package available from the employer, the former employer may have offered to pay some or all of the Employee's COBRA payments for a period of time. This can affect the timing of coverage available in the Marketplace. In this scenario, the Employee may want to contact the Department of Labor at 1-866-444-3272 to discuss options.
- **Medicare Eligibility:** You should be aware of how COBRA coverage coordinates with Medicare eligibility. If you are eligible for Medicare at the time of the Qualifying Event, or if you will become eligible soon after the Qualifying Event, you should know that you have 8 months to enroll in Medicare after your employment –related health coverage ends. Electing COBRA coverage does not extend this 8-month period. For more information, see [medicare.gov/sign-up-change-plan](https://www.medicare.gov/sign-up-change-plan).

- **Service Areas:** If benefits under the Plan are limited to specific service or coverage areas, benefits may not be available to a Qualified Beneficiary who moves out of the area.
- **Other Cost-Sharing:** In addition to premiums or contributions for health coverage, the Plan requires participants to pay copayments, deductibles, coinsurance, or other amounts as benefits are used. Qualified beneficiaries should check to see what the cost-sharing requirements are for other health coverage options. For example, one option may have much lower monthly premiums, but a much higher deductible and higher copayments.

**Are there other coverage options besides COBRA Continuation Coverage?** Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for Qualified Beneficiaries through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).

**5. What is the procedure for obtaining COBRA continuation coverage?**

The Plan has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

**6. What is the election period and how long must it last?**

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Plan. The election period must begin no later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and ends 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage. If coverage is not elected within the 60 day period, all rights to elect COBRA continuation coverage are forfeited.

Note: If a covered Employee who has been terminated or experienced a reduction of hours qualifies for a trade readjustment allowance or alternative trade adjustment assistance under a federal law called the Trade Act of 2002, as extended by the Trade Preferences Extension Act of 2015, and the employee and his or her covered dependents have not elected COBRA coverage within the normal election period, a second opportunity to elect COBRA coverage will be made available for themselves and certain family members, but only within a limited period of 60 days or less and only during the six months immediately after their group health plan coverage ended. Any person who qualifies or thinks that he or she and/or his or her family members may qualify for assistance under this special provision should contact the Plan Administrator or its designee for further information about the special second election period. If continuation coverage is elected under this extension, it will not become effective prior to the beginning of this special second election period.

**7. Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event?**

The Plan will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer (if the Employer is not the Plan Administrator) will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

- (a) the end of employment or reduction of hours of employment,
- (b) death of the employee,
- (c) commencement of a proceeding in bankruptcy with respect to the Employer, or
- (d) entitlement of the employee to any part of Medicare.

## IMPORTANT:

**For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.**

### ***NOTICE PROCEDURES:***

Any notice that you provide must be ***in writing***. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

City of Plainwell  
211 N Main Street  
Plainwell, Michigan 49080-1370

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the **name of the plan or plans** under which you lost or are losing coverage,
- the **name and address of the employee** covered under the plan,
- the **name(s) and address(es) of the Qualified Beneficiary(ies)**, and
- the **Qualifying Event** and the **date** it happened.

If the Qualifying Event is a **divorce or legal separation**, your notice must include a **copy of the divorce decree or the legal separation agreement**.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives ***timely notice*** that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that plan coverage would otherwise have been lost. If you or your spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

#### **8. Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights?**

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

#### **9. Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?**

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage.

#### **10. When may a Qualified Beneficiary's COBRA continuation coverage be terminated?**

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

- (a) The last day of the applicable maximum coverage period.
- (b) The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.
- (c) The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
- (d) The date, after the date of the election, that the Qualified Beneficiary first becomes entitled to Medicare (either part A or part B, whichever occurs earlier).



- (e) In the case of a Qualified Beneficiary entitled to a disability extension, the later of:
  - (1) (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or
  - (2) the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

#### **11. What are the maximum coverage periods for COBRA continuation coverage?**

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

- (a) In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.
- (b) In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries ends on the later of:
  - (1) 36 months after the date the covered Employee becomes enrolled in the Medicare program. This extension does not apply to the covered Employee; or
  - (2) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.
- (c) In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.
- (d) In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

#### **12. Under what circumstances can the maximum coverage period be expanded?**

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event. The Plan Administrator must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

#### **13. How does a Qualified Beneficiary become entitled to a disability extension?**

A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

#### **14. Does the Plan require payment for COBRA continuation coverage?**

For any period of COBRA continuation coverage under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of the cost. The Plan will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

**15. Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?**

Yes. The Plan is also permitted to allow for payment at other intervals.

**16. What is Timely Payment for COBRA continuation coverage?**

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Plan does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to the Plan.

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

**17. Must a Qualified Beneficiary be given the right to enroll in a conversion health plan at the end of the maximum coverage period for COBRA continuation coverage?**

If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Plan will, during the 180-day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Plan. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

**18. How is my participation in the Health Flexible Spending Account affected?**

You can elect to continue your participation in the Health Flexible Spending Account for the remainder of the Plan Year, subject to the following conditions. You may only continue to participate in the Health Flexible Spending Account if you have elected to contribute more money including any carryover amounts than you have taken out in claims. For example, if you elected to contribute an annual amount of \$500 and, at the time you terminate employment, you have contributed \$300 but only claimed \$150, you may elect to continue coverage under the Health Flexible Spending Account. If you elect to continue coverage, then you would be able to continue to receive your health reimbursements up to the \$500. However, you must continue to pay for the coverage, just as the money has been taken out of your paycheck, but on an after-tax basis. The Plan can also charge you an extra amount (as explained above for other health benefits) to provide this benefit.

**IF YOU HAVE QUESTIONS**

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

**KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES**

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

**XI  
SUMMARY**

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our flexible benefits plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.

# City of Plainwell



“The Island City”

Brad Keeler, Mayor  
Lori Steele, Mayor Pro-Tem  
Roger Keeney, Council Member  
Todd Overhuel, Council Member  
Randy Wisnaski, Council Member

Department of Administrative Services  
211 N. Main Street  
Plainwell, Michigan 49080  
Phone: 269-685-6821  
Fax: 269-685-7282  
Web Page Address: [www.plainwell.org](http://www.plainwell.org)

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To: Erik Wilson, City Manager  
From: Sandra Lamorandier, Personnel Manager  
Subject: Amend and Restate the City of Plainwell 401a Retirement Program  
Date: July 20, 2022

The Internal Revenue Service (IRS) requires all pre-approved plan documents to be completely restated and adopted every six years to conform with any newly required legislative and regulatory provisions and to comply with the plan's operations since the last restatement period. Although we just entered into the plan in August of 2020, we are required to comply with Nationwide's restatement cycle known as the Third Cycle Restatement.

Within the new plan, there have been additional options to separate previously grouped provisions. We have made changes by selecting some of the new options based on how we operate our plan.

Clerical changes based on:

- Eligibility requirements
- Counting of Prior Service
- Adjustments to compensation
- Discretionary Match

Additional changes made:

Trustee:

- Removing Sandra Lamorandier
- Adding Amanda Kersten and Brian Kelley

Due to the size of all the documents I have submitted just the Adoption Agreement which outlines the provisions and choices of the plan taken within the Basic Plan Document. Once approved and signed the full plan document will be available in the administration office and a summary plan description will be distributed to the employees.

We are looking for approval from Council to allow this change and amend our document to be effective August 1, 2022.

CITY OF PLAINWELL  
COUNTY OF ALLEGAN  
STATE OF MICHIGAN

RESOLUTION NO. # 2022-16

A RESOLUTION TO AMEND AND RESTATE THE 401A RETIREMENT  
PROGRAM IN ITS ENTIRETY

Council Member \_\_\_\_\_ offered the following resolution and moved for its adoption, seconded by \_\_\_\_\_

**WHEREAS**, The Internal Revenue Service (IRS) requires all pre-approved plan documents to be completely restated and adopted every six (6) years to conform with any newly required legislative and regulatory provisions and to comply with the plan's operations since the last restatement period;

**WHEREAS**, Nationwide requires all plans to comply with the restatement cycle known as the Third Cycle Restatement;

**WHEREAS**, within the new plan there have been additional options to separate previously grouped provisions;

**WHEREAS**, new options have been selected based on how the City operates the plan;

**WHEREAS**, clerical changes based on eligibility requirements, counting of prior service, adjustments to compensation and discretionary match have been made;

**WHEREAS**, for reduction of file submission the Summary plan description has been submitted for approval with full documents filed with the clerk;

**WHEREAS**, Erik J. Wilson, Amanda Kersten and Brian Kelley are named as the three Trustees and to approve said trustees for signing needed documents;

**NOW THEREFORE, BE IT RESOLVED**, The City of Plainwell Council adopts amendment language for the 401A Retirement Program as submitted.

YEAS:

NAYS:

ABSENT:

**ADOPTED** this 25<sup>h</sup> day of July 2022.

Signed: \_\_\_\_\_  
Bradley Keeler, Mayor

Signed: \_\_\_\_\_  
Margaret Fenger, City Clerk

CERTIFICATION

I, Margaret Fenger, the duly appointed Clerk of the City of Plainwell, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Plainwell City Council at a regular meeting held July 25, 2022 in compliance with the Open Meeting Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

City of Plainwell

By: \_\_\_\_\_  
Margaret Fenger, City Clerk

ADOPTION AGREEMENT FOR
DST RETIREMENT SOLUTIONS
NON-STANDARDIZED
GOVERNMENTAL 401(a) PRE-APPROVED PLAN

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

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER, TIN AND FISCAL YEAR

Name: City of Plainwell

Address: 211 North Main Street

Street

Plainwell Michigan 49080

City

State

Zip

Telephone: (269) 685-6821

Taxpayer Identification Number (TIN): 38-6004724

Employer's Fiscal Year ends: June 30th

2. TYPE OF GOVERNMENTAL ENTITY. This Plan may only be adopted a state or local governmental entity, or agency thereof, including an Indian tribal government and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.

- a. [ ] State government or state agency
b. [ ] County or county agency
c. [X] Municipality or municipal agency
d. [ ] Indian tribal government (see Note below)

NOTE: An Indian tribal government may only adopt this Plan if such entity is defined under Code §7701(a)(40), is a subdivision of an Indian tribal government as determined in accordance with Code §7871(d), or is an agency or instrumentality of either, and all of the Participants under this Plan employed by such entity substantially perform services as an Employee in essential governmental functions and not in the performance of commercial activities (whether or not an essential government function).

3. PARTICIPATING EMPLOYERS (Plan Section 1.39). Will any other Employers adopt this Plan as Participating Employers?

- a. [X] No
b. [ ] Yes

MULTIPLE EMPLOYER PLAN (Plan Article XI). Will any Employers who are not Affiliated Employers adopt this Plan as part of a multiple employer plan (MEP) arrangement?

- c. [X] No
d. [ ] Yes (Complete a Participation Agreement for each Participating Employer.)

PLAN INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Question 9.)

4. PLAN NAME:

City of Plainwell 401(a) Retirement Program

5. PLAN STATUS

- a. [ ] New Plan
b. [X] Amendment and restatement of existing Plan
CYCLE 3 RESTATEMENT (leave blank if not applicable)

- 1. [X] This is an amendment and restatement to bring a plan into compliance with the legislative and regulatory changes set forth in IRS Notice 2017-37 (i.e., the 6-year pre-approved plan restatement cycle).

6. EFFECTIVE DATE (Plan Section 1.16) (complete a. if new plan; complete a. AND b. if an amendment and restatement)

Initial Effective Date of Plan (except for restatements, cannot be earlier than the first day of the current Plan Year)

- a. September 15, 2000 (enter month day, year) (hereinafter called the "Effective Date" unless 6.b. is entered below)

**Restatement Effective Date.** If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date") is:

- b. July 20, 2022 (enter month day, year; NOTE: The restatement date may not be prior to the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

7. PLAN YEAR (Plan Section 1.43) means, except as otherwise provided in d. below:

- a.  the calendar year
- b.  the twelve-month period ending on \_\_\_\_\_ (e.g., June 30th)

SHORT PLAN YEAR (Plan Section 1.47). This is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 14):

- c.  N/A
- d.  beginning on \_\_\_\_\_ (enter month day, year; e.g., July 1, 2020) and ending on \_\_\_\_\_ (enter month day, year).

8. VALUATION DATE (Plan Section 1.53) means:

- a.  every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation)
- b.  the last day of each Plan Year
- c.  the last day of each Plan Year quarter
- d.  other (specify day or days): \_\_\_\_\_ (must be at least once each Plan Year)

**NOTE:** The Plan always permits interim valuations.

9. ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER

(If none is named, the Employer will be the Administrator (Plan Section 1.2).)

- a.  Employer (use Employer address and telephone number)
- b.  The Committee appointed by the Employer (use Employer address and telephone number)
- c.  Other:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Street

\_\_\_\_\_

City State Zip

Telephone: \_\_\_\_\_

10. TYPE OF PLAN (select one)

- a.  Profit Sharing Plan.
- b.  Money Purchase Pension Plan.

11. CONTRIBUTION TYPES

The selections made below must correspond with the selections made under the Contributions and Allocations Section of this Adoption Agreement.

FROZEN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED (Plan Section 4.1(c)) (optional)

- a.  This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):
  - 1.  All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select prior contributions at g. - j. (optional), skip questions 12-18 and 22-30)
  - 2.  All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - f.)

**Effective date**

- 3.  as of \_\_\_\_\_ (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan).

CURRENT CONTRIBUTIONS

The Plan permits the following contributions (select one or more):

- b.  **Employer contributions other than matching** (Questions 24-25)
  - 1.  This Plan qualifies as a Social Security Replacement Plan (Question 24.e. must be selected)
- c.  **Employer matching contributions** (Questions 26-28)
- d.  **Mandatory Employee contributions** (Question 30)

- e.  **After-tax voluntary Employee contributions**
- f.  **Rollover contributions** (Question 36)

**PRIOR CONTRIBUTIONS**

The Plan used to permit, but no longer does, the following contributions (choose all that apply, if any):

- g.  **Employer matching contributions**
- h.  **Employer contributions other than matching contributions**
- i.  **Rollover contributions**
- j.  **After-tax voluntary Employee contributions**

**ELIGIBILITY REQUIREMENTS**

- 12. ELIGIBLE EMPLOYEES (Plan Section 1.17) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan: (select a. or b.)
  - a.  **No excluded Employees.** There are no additional excluded Employees under the Plan (skip to Question 13).
  - b.  **Exclusions.** The following Employees are not Eligible Employees for Plan purposes (select one or more):
    - 1.  Union Employees (as defined in Plan Section 1.17)
    - 2.  Nonresident aliens (as defined in Plan Section 1.17)
    - 3.  Leased Employees (Plan Section 1.29)
    - 4.  Part-time Employees. A part-time Employee is an Employee whose regularly scheduled service is less than \_  
\_ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
    - 5.  Temporary Employees. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
    - 6.  Seasonal Employees. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
    - 7.  Other: Regular Part-Time; Irregular Part-Time; Casual or On-Call Employees; Elected Officials, Seasonal Employees (must be definitely determinable under Regulation §1.401-1(b). Exclusions may be employment title specific but may not be by individual name)

**NOTE:** If option 4. - 6. (part-time, temporary and/or seasonal exclusions) is selected, when any such excluded Employee actually completes 1 Year of Service, then such Employee will no longer be part of this excluded class. For this purpose, the Hours of Service method will be used for the 1 Year of Service override regardless of any contrary selection at Question 16.

- 13. CONDITIONS OF ELIGIBILITY (Plan Section 3.1)
  - a.  **No age and service required.** No age and service required for all Contribution Types (skip to Question 14).
  - b.  **Eligibility.** An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete c. and d., select e. and f. if applicable):

**Eligibility Requirements**

- c.  **Age Requirement**
  - 1.  No age requirement
  - 2.  Age 20 1/2
  - 3.  Age 21
  - 4.  Age \_\_\_\_\_ (may not exceed 26)
- d.  **Service Requirement**
  - 1.  No service requirement
  - 2.  \_\_\_\_\_ (not to exceed 60) months of service (elapsed time)
  - 3.  1 Year of Service
  - 4.  \_\_\_\_\_ (not to exceed 5) Years of Service
  - 5.  \_\_\_\_\_ consecutive month period from the Eligible Employee's employment commencement date and during which at least \_\_\_\_\_ Hours of Service are completed.
  - 6.  \_\_\_\_\_ consecutive months of employment.
  - 7.  Other: 6 months of service for all contributions, except for the Department of Public Safety Union Employees which are subject to 1 year of service requirement for all contributions. (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)

**NOTE:** If c.4. or d.7. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 26 and may not exceed 5 Years of Service.

**NOTE:** Year of Service means Period of Service if the elapsed time method is chosen.

**Waiver of conditions.** The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):

- e.  If employed on \_\_\_\_\_ the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3. selected below. Such Employees will enter the Plan as of such date (select 1. and/or 2. AND 3. if applicable):
  - 1.  service requirement (may let part-time Eligible Employees into the Plan)



- 2.  age requirement
- 3.  waiver is for: \_\_\_\_\_

**Amendment or restatement to change eligibility requirements**

- f.  This amendment or restatement (or a prior amendment and restatement) modified the eligibility requirements and the prior eligibility conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected, then all Eligible Employees must satisfy the eligibility conditions set forth above.
  - 1.  The eligibility conditions above only apply to Eligible Employees who were not Participants as of the effective date of the modification.
  - 2.  The eligibility conditions above only apply to individuals who were hired on or after the effective date of the modification.

14. EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of the:

- a.  date such requirements are met
- b.  first day of the month coinciding with or next following the date on which such requirements are met
- c.  first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met
- d.  earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met
- e.  first day of the Plan Year coinciding with or next following the date on which such requirements are met
- f.  first day of the Plan Year in which such requirements are met
- g.  first day of the Plan Year in which such requirements are met, if such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.
- h.  other: \_\_\_\_\_ (must be definitely determinable)

**SERVICE**

15. RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.40 and 1.55)

- a.  No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and predecessor Employers who maintained this Plan; skip to Question 16).
- b.  Service with the designated employers is recognized as follows (select c. – e. and one or more of columns 1. - 3.; chose other options as applicable) (if more than 3 employers, attach an addendum to the Adoption Agreement or complete option h. under Section B of Appendix A):

	1.	2.	3.
<b>Other Employer</b>	<b>Eligibility</b>	<b>Vesting</b>	<b>Contribution Allocation</b>
c. <input type="checkbox"/> Employer name: _____	[ ]	[ ]	[ ]
d. <input type="checkbox"/> Employer name: _____	[ ]	[ ]	[ ]
e. <input type="checkbox"/> Employer name: _____	[ ]	[ ]	[ ]

**Limitations**

- f.  The following provisions or limitations apply with respect to the recognition of prior service: \_\_\_\_\_ (e.g., credit service with X only on/following 1/1/19)
- g.  The following provisions or limitations apply with respect to the recognition of service with other employers: \_\_\_\_\_ (e.g., credit service with X only on/following 1/1/19 or credit all service with entities the Employer acquires after 12/31/18)

**NOTE:** If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s) must be recognized pursuant to Plan Sections 1.40 and 1.55 regardless of any selections above.

16. SERVICE CREDITING METHOD (Plan Sections 1.40 and 1.55)

- NOTE:** If any Plan provision is based on a Year of Service, then the provisions set forth in the definition of Year of Service in Plan Section 1.55 will apply, including the following defaults, except as otherwise elected below:
- 1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
  - 2. Hours of Service (Plan Section 1.24) will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees), the monthly equivalency will be used.

**Non-Standardized Governmental 401(a)**

3. For eligibility purposes, the computation period will be as defined in Plan Section 1.55 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
  4. For vesting, allocation, and distribution purposes, the computation period will be the Plan Year.
  5. Upon an Employee's rehire, all prior service with the Employer is taken into account for all purposes.
- a.  **Elapsed time method.** (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time will be used for:
1.  all purposes (skip to Question 17)
  2.  the following purposes (select one or more):
    - a.  eligibility to participate
    - b.  vesting
    - c.  allocations, distributions and contributions
- b.  **Alternative definitions for the Hours of Service method.** Instead of the defaults, the following alternatives will apply for the Hours of Service method (select one or more):
1.  **Eligibility computation period.** Instead of shifting to the Plan Year, the eligibility computation period after the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service
  2.  **Vesting computation period.** Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof.
  3.  **Equivalency method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for:
    - a.  all purposes
    - b.  the following purposes (select one or more):
      1.  eligibility to participate
      2.  vesting
      3.  allocations, distribution and contributions

Such method will apply to:

    - c.  all Employees
    - d.  Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)
    - e.  other: \_\_\_\_\_ (e.g., per-diem Employees only)

Hours of Service will be determined on the basis of:

    - f.  days worked (10 hours per day)
    - g.  weeks worked (45 hours per week)
    - h.  semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
    - i.  months worked (190 hours per month)
    - j.  bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
    - k.  other: \_\_\_\_\_ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees).
  4.  **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least \_\_\_\_\_ (not to exceed 1,000) Hours of Service for:
    - a.  all purposes
    - b.  the following purposes (select one or more):
      1.  eligibility to participate
      2.  vesting
      3.  allocations, distributions and contributions
- c.  **Alternative for counting all prior service.** Instead of the default which recognizes all prior service for rehired Employees, the Plan will not recognize prior service and rehired Employee are treated as new hires for the following purposes: (select one)
1.  all purposes
  2.  the following purposes (select one or more):
    - a.  eligibility to participate
    - b.  vesting
    - c.  sharing in allocations or contributions

- d.  **Other service crediting provisions:** 1000 hours (must be definitely determinable; e.g., for vesting a Year of Service is based on 1,000 Hours of Service but for eligibility a Year of Service is based on 900 Hours of Service.)

NOTE: Must not list more than 1,000 hours in this Section. This servicing credit provision will be used for:

- 1.  All purposes
- 2.  The following purposes (select one or more):
  - a.  eligibility to participate
  - b.  vesting
  - c.  allocations, distributions and contributions

**VESTING**

17. VESTING OF PARTICIPANT'S INTEREST – EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))

- a.  N/A (no Employer contributions; skip to Question 19)
- b.  The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.

NOTE: The Plan provides that contributions for converted sick leave and/or vacation leave are fully Vested.

**Vesting for Employer contributions other than matching contributions**

- c.  N/A (no Employer contributions (other than matching contributions); skip to f.)
- d.  100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon entering Plan.
- e.  The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions (other than matching contributions):
  - 1.  6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
  - 2.  4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
  - 3.  5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
  - 4.  Cliff: 100% vesting after \_\_\_\_\_ (not to exceed 15) years
  - 5.  Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

**Vesting for Employer matching contributions**

- f.  N/A (no Employer matching contributions)
- g.  The schedule above will also apply to Employer matching contributions.
- h.  100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan.
- i.  The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:
  - 1.  6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
  - 2.  4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
  - 3.  5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
  - 4.  Cliff: 100% vesting after \_\_\_\_\_ (not to exceed 15) years
  - 5.  Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

**NOTE:** If any Part-time/Seasonal/Temporary Employees who are not covered under Social Security are participating in this Plan as a Social Security Replacement Plan, any contributions used to satisfy the minimum contribution requirements of Question 24.e. will be 100% vested.

18. VESTING OPTIONS

**Excluded vesting service.** The following Years of Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):

- a.  Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))
- b.  Service prior to the computation period in which an Employee has attained age \_\_\_\_\_.
- c.  Service during a period for which an Employee did not make mandatory Employee contributions.

**Vesting for death, Total And Permanent Disability and Early/Normal Retirement.** Regardless of the vesting schedule, a Participant will become fully Vested upon (select all that apply; leave blank if none apply):

- d.  Death
- e.  Total and Permanent Disability
- f.  Early Retirement Date
- g.  Normal Retirement Age

RETIREMENT AGES

19. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.33) means:

This Question 19 and Question 20 may be skipped if the Plan does not base any benefits, distributions or other features on Normal Retirement Age.

- a.  **Specific age.** The date a Participant attains age 65
- b.  **Age/participation.** The later of the date a Participant attains age \_\_\_\_\_ or the \_\_\_\_\_ anniversary of the first day of the Plan Year in which participation in the Plan commenced
- c.  Other: \_\_\_\_\_ (must be definitely determinable)

**NOTE:** If this is a Money Purchase Pension Plan and in-service distributions at Normal Retirement Age are permitted, then the Normal Retirement Age cannot be less than age 62, or age 50 if substantially all Participants are qualified public safety employees (as defined in Code §72(t)(1)). The "substantially all" requirement for qualified public safety employees will no longer be a requirement as of the effective date of the final regulations once they are issued & effective. If an age less than 62 is inserted (unless the age 50 safe harbor is applicable for a qualified public safety employee), no reliance will be afforded on the Opinion Letter issued to the Plan that such age is reasonably representative of the typical retirement age for the industry in which the Participants works. Effective for Employees hired during Plan Years beginning on or after the later of (1) January 1, 2015, or (2) the close of the first legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is three (3) months after the final regulations are published in the Federal Register, an NRA of less than age 62 must comply with the final regulations under §401(a).

**Qualified public safety employees.** Normal Retirement Age for public safety employees (as defined in Code §72(t)(1)) (leave blank if not applicable)

- d.  Age \_\_\_\_\_ (may not be less than 50 for a Money Purchase Pension Plan or 40 for a Profit Sharing Plan)

20. NORMAL RETIREMENT DATE (Plan Section 1.34) means, with respect to any Participant, the:

- a.  date on which the Participant attains "NRA"
- b.  first day of the month coinciding with or next following the Participant's "NRA"
- c.  first day of the month nearest the Participant's "NRA"
- d.  Anniversary Date coinciding with or next following the Participant's "NRA"
- e.  Anniversary Date nearest the Participant's "NRA"
- f.  Other: \_\_\_\_\_ (e.g., first day of the month following the Participant's "NRA").

21. EARLY RETIREMENT DATE (Plan Section 1.15)
- a.  N/A (no early retirement provision provided)
  - b.  Early Retirement Date means the:
    - 1.  date on which a Participant satisfies the early retirement requirements
    - 2.  first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements
    - 3.  Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements
- Early retirement requirements**
- 4.  Participant attains age \_\_\_\_\_  
**AND, completes....** (leave blank if not applicable)
    - a.  at least \_\_\_\_\_ Years (or Periods) of Service for vesting purposes
    - b.  at least \_\_\_\_\_ Years (or Periods) of Service for eligibility purposes
- c.  Early Retirement Date means: \_\_\_\_\_ (must be definitely determinable)

**COMPENSATION**

22. COMPENSATION with respect to any Participant is defined as follows (Plan Sections 1.10 and 1.23).

**Base definition**

- a.  Wages, tips and other compensation on Form W-2
- b.  Code §3401(a) wages (wages for withholding purposes)
- c.  415 safe harbor compensation

**NOTE:** Plan Section 1.10(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457.

**Determination period.** Compensation will be based on the following "determination period" (this will also be the Limitation Year unless otherwise elected at option f. under Section B of Appendix A):

- d.  the Plan Year
- e.  the Fiscal Year coinciding with or ending within the Plan Year
- f.  the calendar year coinciding with or ending within the Plan Year

**Adjustments to Compensation** (for Plan Section 1.10). Compensation will be adjusted by:

- g.  **No adjustments** (skip to Question 23. below)
- h.  **Adjustments.** Compensation will be adjusted by (select all that apply):
  - 1.  excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457)
  - 2.  excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits.
  - 3.  excluding Compensation paid during the "determination period" while not a Participant in the Plan.
  - 4.  excluding Military Differential Pay
  - 5.  excluding overtime
  - 6.  excluding bonuses
  - 7.  other: all elements of compensation beyond base pay (e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

23. POST-SEVERANCE COMPENSATION (415 REGULATIONS)

**415 Compensation (post-severance compensation adjustments)** (select all that apply at a.; leave blank if none apply)

**NOTE:** Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will **include** (to the extent provided in Plan Section 1.23), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

- a.  The defaults listed above apply except for the following (select one or more):
  - 1.  Leave cash-outs will be **excluded**
  - 2.  Nonqualified unfunded deferred compensation will be **excluded**
  - 3.  Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: \_\_\_\_\_
  - 4.  Other: \_\_\_\_\_ (must be definitely determinable)

**Plan Compensation (post-severance compensation adjustments)**

- b.  **Defaults apply.** Compensation will **include** (to the extent provided in Plan Section 1.10 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans. (skip to Question 24)
- c.  **Exclude all post-severance compensation.** Exclude all post-severance compensation for allocation purposes.

- d.  **Post-severance adjustments.** The defaults listed at b. apply except for the following (select one or more):
1.  Exclude all post-severance compensation
  2.  Regular pay will be **excluded**
  3.  Leave cash-outs will be **excluded**
  4.  Nonqualified unfunded deferred compensation will be **excluded**
  5.  Military Differential Pay will be **included**
  6.  Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: \_\_\_\_\_
- e.  Other: \_\_\_\_\_ (must be definitely determinable)

**CONTRIBUTIONS AND ALLOCATIONS**

24. EMPLOYER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS) (Plan Section 4.1(b)(3)) (skip to Question 26 if Employer contributions are NOT selected at Question 11.b.)

CONTRIBUTION FORMULA (select one or more of the following contribution formulas:)

- a.  **Discretionary contribution (no groups).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make a discretionary contribution, to be determined by the Employer. Any such contribution will be allocated to each Participant eligible to share in allocations in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants.
- b.  **Discretionary contribution (Grouping method).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may designate a discretionary contribution to be made on behalf of each Participant group selected below (only select 1. or 2.). The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Regulation §1.401-1(b)(1)(ii). The Employer must notify the Trustee in writing of the amount of the Employer Contribution being given to each group.
1.  Each Participant constitutes a separate classification.
  2.  Participants will be divided into the following classifications with the allocation methods indicated under each classification.

**Definition of classifications.** Define each classification and specify the method of allocating the contribution among members of each classification. Classifications specified below must be clearly defined in a manner that will not violate the definitely determinable allocation requirement of Regulation §1.401-1(b)(1)(ii).

Classification A will consist of \_\_\_\_\_

The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification B will consist of \_\_\_\_\_

The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification C will consist of \_\_\_\_\_

The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification D will consist of \_\_\_\_\_

The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Additional Classifications: \_\_\_\_\_ (specify the classifications and which of the above allocation methods (pro rata or per capita) will be used for each classification).

**NOTE:** If more than four (4) classifications, the additional classifications and allocation methods may be attached as an addendum to the Adoption Agreement or may be entered under Additional Classifications above.

**Determination of applicable group.** If a Participant shifts from one classification to another during a Plan Year, then unless selected below, the Participant is in a classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment. If selected below, the Administrator will apportion the Participant's allocation during a Plan Year based on the following:

**Non-Standardized Governmental 401(a)**

- a.  Beginning of Plan Year. The classification will be based on the Participant's status as of the beginning of the Plan Year.
  - b.  Months in each classification. Pro rata based on the number of months the Participant spent in each classification.
  - c.  Days in each classification. Pro rata based on the number of days the Participant spent in each classification.
  - d.  One classification only. The Employer will direct the Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.
- c.  **Fixed contribution** equal to (only select one):
- 1.  \_\_\_\_\_% of each Participant's Compensation for each:
    - a.  Plan Year
    - b.  calendar quarter
    - c.  month
    - d.  pay period
    - e.  week
  - 2.  \$\_\_\_\_\_ per Participant.
  - 3.  \$\_\_\_\_\_ per Hour of Service worked while an Eligible Employee
    - a.  up to \_\_\_\_\_ hours (leave blank if no limit)
  - 4.  other: \_\_\_\_\_ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b)) **NOTE:** Under Question 24.c.4., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24.c of this Adoption Agreement and/or a combination thereof as to a Participant group (e.g., a monthly contribution applies to Group A).
- d.  **Sick leave/vacation leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected below). Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In no event will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under Code §415(c).

The following may be converted under the Plan: (select one or both):

- 1.  Sick leave
- 2.  Vacation leave

**Eligible Employees.** Only the following Participants shall receive the Employer contribution for sick leave and/or vacation leave (select 3. and/or 4; leave blank if no limitations provided, however, that this Plan may not be used to only provide benefits for terminated Employees)

- 3.  **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions):
    - a.  The Former Employee must be at least age \_\_\_\_\_ (e.g., 55)
    - b.  The value of the sick and/or vacation leave must be at least \$ \_\_\_\_\_ (e.g., \$2,000)
    - c.  A contribution will only be made if the total hours is over \_\_\_\_\_ (e.g., 10) hours
    - d.  A contribution will not be made for hours in excess of \_\_\_\_\_ (e.g., 40) hours
  - 4.  **Active Employees.** Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions):
    - a.  The Employee must be at least age \_\_\_\_\_ (e.g., 55)
    - b.  The value of the sick and/or vacation leave must be at least \$ \_\_\_\_\_ (e.g., \$2,000)
    - c.  A contribution will only be made if the total hours is over \_\_\_\_\_ (e.g., 10) hours
    - d.  A contribution will not be made for hours in excess of \_\_\_\_\_ (e.g., 40) hours
- e.  **Social Security Replacement Plan.** Except as provided below, the Employer will contribute an amount equal to 7.5% of each eligible Participant's Compensation for the entire Plan Year, reduced by mandatory Employee contributions that are picked-up under Code §414(h) and Employer contributions to this Plan actually contributed to the Participant's Account during such Plan Year. (may only be selected if Question 11.b.1. has also been selected)  
**AND,** only the following Employees will NOT be eligible for the Social Security Replacement Plan contribution: (select all that apply)
- 1.  Part-time Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A part-time Employee is an Employee whose regularly scheduled service is less than \_\_\_\_\_ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
  - 2.  Seasonal Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
  - 3.  Temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.

- 4.  Employees in elective positions (filled by an election, which may be by legislative body, board or committee, or by a jurisdiction's qualified electorate)
- 5.  Other: \_\_\_\_\_ (any other group of Employees that is definitely determinable and not eligible for the Social Security Replacement Plan contribution).

The minimum contribution of 7.5% stated above will be satisfied by:

- a.  the Employee only (specify the contribution at the mandatory Employee contributions Question 30)
- b.  the Employer only
- c.  both the Employee and the Employer. The Employee shall contribute the amount specified in Question 30 for mandatory Employee contributions) and the Employer shall contribute \_\_\_\_\_% of each eligible Participant's Compensation.

NOTE: If a. or c. above is selected, then the mandatory Employee contribution must be picked-up by the Employer at Question 30. Also, if b. or c. above is selected, then the allocation conditions in Question 25 below do not apply to the Employer contribution made pursuant to this provision.

- f.  Other: \_\_\_\_\_ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension, it must not be a discretionary contribution formula). **NOTE:** Under Question 24.f., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24 and/or a combination thereof as to a Participant group or contribution type (e.g., pro rata allocation applies to Group A; contributions to other Employees will be allocated in accordance with the classifications allocation provisions of Plan Section 4.3 with each Participant constituting a separate classification).

25. ALLOCATION CONDITIONS (Plan Section 4.3). If 24.a., b., c., or f. is selected above, indicate requirements to share in allocations of Employer contributions (select a. OR b. and all that apply at c. - e.)

- a.  **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 26).
- b.  **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)
  - Conditions for Participants NOT employed on the last day of the Plan Year**
  - 1.  A Participant must complete at least \_\_\_\_\_ (not to exceed 500) Hours of Service if the actual hours/equivalency method is selected (or at least \_\_\_\_\_ (not to exceed 3) months of service if the elapsed time method is selected).
  - 2.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
  - 3.  Participants will NOT share in the allocations, regardless of service.
  - 4.  Participants will share in the allocations, regardless of service.
  - 5.  Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**Conditions for Participants employed on the last day of the Plan Year**

- 6.  No service requirement.
- 7.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
- 8.  A Participant must complete at least \_\_\_\_\_ Hours of Service during the Plan Year.
- 9.  Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**Waiver of conditions for Participants NOT employed on the last day of the Plan Year.** If b.1., 2., 3., or 5. above is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c.  Death
- d.  Total and Permanent Disability
- e.  Termination of employment on or after Normal Retirement Age
  - 1.  or Early Retirement Date

26. EMPLOYER MATCHING CONTRIBUTIONS (Plan Section 4.1(b)(2) and Plan Section 4.12). (skip to Question 29 if matching contributions are NOT selected at Question 11.c.) The Employer will (or may with respect to any discretionary contribution) make the following matching contributions:

- A. **Employee contributions taken into account.** For purposes of applying the matching contribution provisions below, the following amounts are being matched (hereafter referred to as "matched Employee contributions" (select one or more):
  - a.  Elective deferrals to a **457 plan**. Enter Plan name(s): City of Plainwell 457 Program
  - b.  Elective deferrals to a **403(b) plan**. Enter Plan name(s): \_\_\_\_\_
  - c.  Voluntary Employee Contributions
  - d.  Other: \_\_\_\_\_ (specify amounts that are matched under this Plan and are provided for within this Adoption Agreement)



B. **Matching Formula.** (select one)

- e.  **Fixed - uniform rate/amount.** The Employer will make matching contributions equal to \_\_\_\_% (e.g., 50) of the Participant's "matched Employee contributions"
1.  that do not exceed \_\_\_\_% of a Participant's Compensation (leave blank if no limit)  
Additional matching contribution (choose 2. if applicable):
  2.  plus an additional matching contribution of a discretionary percentage determined by the Employer,
    - a.  but not to exceed \_\_\_\_% of Compensation. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

- f.  **Fixed - tiered.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's "matched Employee contributions", determined as follows:

**NOTE:** Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

- g.  **Fixed - Years of Service.** The Employer will make matching contributions equal to a uniform percentage of each Participant's "matched Employee contributions" based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

Years (or Periods) of Service	Matching Percentage
_____	_____ %
_____	_____ %
_____	_____ %

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:

1.  vesting purposes
2.  eligibility purposes

- h.  **Flexible Discretionary Match.** (may not be elected if this Plan is a Money Purchase Pension Plan) "Flexible Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Except as specified below, the Employer retains discretion over the formula or formulas for allocating the Flexible Discretionary Match, including the Discretionary Matching Contribution rate or amount, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants or categories of Participants who will receive the allocation, and the time period applicable to any matching formula(s) (collectively, the "Flexible Discretionary Matching Formula"), except as the Employer otherwise elects in its Adoption Agreement. Such contributions will be subject to the Instructions and Notice requirement of Section 4.12, reproduced below, unless the Employer elects to use a "Rigid Discretionary Match" in Election 26.B.h.1. below.

The discretionary matching contribution under this Question 26.B.h. is a "Flexible Discretionary Match" unless the Employer elects to use a "Rigid Discretionary Match." (Choose 1. if applicable.)

1.  **Rigid Discretionary Match.** A "Rigid Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Such discretion will only pertain to the amount of the annual contribution. The Employer must select the allocation method for this Contribution by selecting among those Adoption Agreement options which confer no Employer Discretion regarding the allocation of such discretionary amount, for example, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s). This "Rigid Discretionary Match" is not subject to the Instructions and Notice requirement of Section 4.12.

Section 4.12 provides: INSTRUCTIONS TO ADMINISTRATOR AND NOTIFICATION TO PARTICIPANTS. For Plan Years beginning after the end of the Plan Year in which this document is first adopted, if a "Flexible Discretionary Match" contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to *allocate* a matching contribution to Participants) and the Employer makes a "Flexible Discretionary Match" to the Plan, the Employer must provide the Plan Administrator or Trustee written instructions describing (1) how the "Flexible Discretionary Match" formula will be allocated to Participants (e.g., a uniform percentage of Elective Deferrals or a flat dollar amount), (2) the computation period(s) to which the "Flexible Discretionary Match" formula applies, and (3) if applicable,

a description of each business location or business classification subject to separate "Flexible Discretionary Match" allocation formulas. Such instructions must be provided no later than the date on which the "Flexible Discretionary Match" is made to the Plan. A summary of these instructions must be communicated to Participants who receive an allocation of the "Flexible Discretionary Match" no later than 60 days following the date on which the last "Flexible Discretionary Match" contribution is made to the Plan for the Plan Year.

- i.  **Discretionary - tiered.** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make matching contributions equal to a discretionary percentage of a Participant's "matched Employee contributions," to be determined by the Employer, of each tier, to be determined by the Employer. Such discretion will only pertain to the amount of the contribution. The tiers may be based on the rate of a Participant's "matched Employee contributions" or Years of Service. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.  
**NOTE:** Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

- j.  Other: \_\_\_\_\_ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension Plan, it must not be a discretionary contribution formula. **NOTE:** Under Question 26.B.j., the Employer may only describe the allocation of Matching Contributions from the elections available under Question 26 and/or a combination thereof as to a Participant group or contribution type (e.g., fixed – uniform rate applies to Group A; contributions to other Employees will be allocated as a tiered contribution.)

27. **MATCHING CONTRIBUTION PROVISIONS**

- A. **Maximum matching contribution.** The total matching contribution made on behalf of any Participant for any Plan Year will not exceed:
- a.  N/A (no Plan specific limit on the amount of matching contribution)
  - b.  \$\_\_\_\_\_.
  - c.  \_\_\_\_\_% of Compensation.
- B. **Period of determination.** Any matching contribution other than a "Flexible Discretionary Match" will be applied on the following basis (and "matched Employee contributions" and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period. Skip if the only Matching Contribution is a Flexible Discretionary Match.):
- d.  the Plan Year (potential annual true-up required)
  - e.  each payroll period (no true-up)
  - f.  each month (potential monthly true-up required)
  - g.  each Plan Year quarter (potential quarterly true-up required)
  - h.  each payroll unit (e.g., hour) (no true-up)
  - i.  Other (specify): \_\_\_\_\_ The time period described must be definitely determinable under Treas. Reg. §1.401-1(b). This line may be used to apply different options to different matching contributions (e.g., Discretionary matching contributions will be allocated on a Plan Year period while fixed matching contributions will be allocated on each payroll period.) Such contribution period is subject to the Instructions and Notice requirement of Section 4.12.

28. **ALLOCATION CONDITIONS (Plan Section 4.3) Select a. OR b. and all that apply of c. - h.**

- a.  **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 29).
- b.  **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)  
**Conditions for Participants NOT employed on the last day of the Plan Year.**
  - 1.  A Participant must complete more than \_\_\_\_\_ Hours of Service (or \_\_\_\_\_ months of service if the elapsed time method is selected).
  - 2.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
  - 3.  Participants will NOT share in the allocations, regardless of service.
  - 4.  Participants will share in the allocations, regardless of service.
  - 5.  Other: \_\_\_\_\_ (must be definitely determinable)**Conditions for Participants employed on the last day of the Plan Year**
  - 6.  No service requirement.
  - 7.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
  - 8.  A Participant must complete at least \_\_\_\_\_ Hours of Service during the Plan Year.

9.  Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**Waiver of conditions for Participants NOT employed on the last day of the Plan Year.** If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c.  Death
- d.  Total and Permanent Disability
- e.  Termination of employment on or after Normal Retirement Age
  - 1.  or Early Retirement Date

**Conditions based on period other than Plan Year.** The allocation conditions above will be applied based on the Plan Year unless otherwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the specified period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, enter 250 hours (not 1000) at b.8. above).

- f.  The Plan Year quarter.
- g.  Payroll period.
- h.  Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve month period).

29. FORFEITURES (Plan Sections 1.21 and 4.3(e))

**Timing of Forfeitures.** Except as provided in Plan Section 1.21, a Forfeiture will occur:

- a.  N/A (may only be selected if all contributions are fully Vested (default provisions at Plan Section 4.3(e) apply))
- b.  As of the earlier of (1) the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account.
- c.  As of the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service.
- d.  As soon as reasonably practical after the date the Participant severs employment.

**Use of Forfeitures.** (skip if this is NOT a Money Purchase Pension Plan; for Profit Sharing Plans, Forfeitures are disposed of in accordance with Employer direction that is consistent with Section 4.3(e)).

Forfeitures will be (select one):

- e.  added to the Employer contribution and allocated in the same manner
- f.  used to reduce any Employer contribution
- g.  allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- h.  other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and that is not subject to Employer discretion)

30. MANDATORY EMPLOYEE CONTRIBUTIONS (Plan Section 4.8) (skip if mandatory Employee contributions NOT selected at Question 11.d.)

**Type of mandatory Employee Contribution.** The mandatory Employee contribution is being made in accordance with the following: (select one)

- a.  The mandatory Employee contribution is a condition of employment.
- b.  The Employee must make, on or before first being eligible to participate under any Plan of the Employer, an irrevocable election to contribute the mandatory Employee contribution to the Plan. No Eligible Employee will become a Participant unless the Employee makes such an irrevocable election.

**Amount of mandatory Employee Contribution** (select one)

- c.  An Eligible Employee must contribute to the Plan \_\_\_\_\_% (not to exceed 25%) of Compensation.
- d.  An Eligible Employee must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from \_\_\_\_\_% (not less than 1%) to \_\_\_\_\_% (not to exceed 25%) of Compensation.

**Conditions of Mandatory Employee Contributions**

- e.  **Additional provisions and conditions:** \_\_\_\_\_ (must be definitely determinable; e.g., Only full-time Employees must make mandatory Employee contributions)

**Employer pick-up contribution.** The mandatory Employee contribution is "picked-up" by the Employer under Code §414(h)(2) unless elected below. (select if applicable)

- f.  The mandatory Employee contribution is not "picked-up" by the Employer.

**DISTRIBUTIONS**

31. FORM OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6)

Distributions under the Plan may be made in (select all that apply; must select at least one):

- a.  lump-sums
- b.  substantially equal installments
- c.  partial withdrawals, provided the minimum withdrawal is \$ \_\_\_\_\_ (leave blank if no minimum)
- d.  partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (leave blank if no exceptions):
  - 1.  Only Participants (and not Beneficiaries) may elect partial withdrawals or installments
  - 2.  Other: \_\_\_\_\_ (e.g., partial is not permitted for death benefits. Must be definitely determinable and not subject to Employer discretion.)
- e.  annuity: \_\_\_\_\_ (describe the form of annuity or annuities)
- f.  other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**NOTE:** Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution, a hardship distribution, or a distribution from the Participant's Rollover Account.

**Cash or property.** Distributions may be made in:

- g.  cash only, except for (select all that apply; leave blank if none apply):
  - 1.  insurance Contracts
  - 2.  annuity Contracts
  - 3.  Participant loans
  - 4.  all investments in an open brokerage window or similar arrangement
- h.  cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property distributions):
  - 1.  \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**Joint and Survivor Annuity provisions.** (Plan Sections 6.5(e) and 6.6(e) (select one) The Joint and Survivor Annuity provisions do not apply to the Plan unless selected below (choose if applicable)

- i.  **Joint and Survivor Annuity applicable as normal form of distribution.** The Joint and Survivor annuity rules set forth in Plan Sections 6.5(e) and 6.5(f) apply to all Participants (if selected, then annuities are a form of distribution under the Plan even if e. above is not selected)
- j.  **Joint and Survivor Annuity rules apply based on Participant election.** Plan Section 6.5(f) will apply and the joint and survivor rules of Code §§401(a)(11) and 417 (as set forth in Plan Sections 6.5(e) and 6.6(e) will apply only if an annuity form of distribution is selected by a Participant.

**AND,** if i. or j. is selected above, the one-year marriage rule does not apply unless selected below (choose if applicable).

- 1.  The one-year marriage rule applies.

**Spousal consent requirements.** Spousal consent is not required for any Plan provisions (except as otherwise elected in i. above for the joint and survivor annuity rules) unless selected below (choose if applicable)

- k.  **Required for all distributions.** A Spouse must consent to all distributions (other than required minimum distributions).
- l.  **Beneficiary designations.** A married Participant's Spouse will be the Beneficiary of the entire death benefit unless the Spouse consents to an alternate Beneficiary.

**AND,** if k. or l. is selected, the one-year marriage rule does not apply unless selected below (choose if applicable).

- 1.  The one-year marriage rule applies.

32. CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT. Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:

A. **Accounts in excess of \$5,000**

- a.  Distributions may be made as soon as administratively feasible following severance of employment.
- b.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- c.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.
- d.  Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.
- e.  Distributions may be made as soon as administratively feasible after \_\_\_\_\_ months have elapsed following severance of employment.
- f.  No distributions may be made until a Participant has reached Early or Normal Retirement Date.
- g.  Other: \_\_\_\_\_ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

B. **Accounts of \$5,000 or less**

- h.  Same as above
- i.  Distributions may be made as soon as administratively feasible following severance of employment.
- j.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- k.  Other: \_\_\_\_\_ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

C. **Timing after initial distributable event.** If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 32.f. and 32.h.):

- l.  Other: \_\_\_\_\_ (e.g., a subsequent distribution request may only be made in accordance with l. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

D. **Participant consent (i.e., involuntary cash-outs).** Should Vested Account balances less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?

**NOTE:** The Plan provides that distributions of amounts of \$5,000 or less are only paid as lump-sums.

- m.  No, Participant consent is required for all distributions.
- n.  Yes, Participant consent is required only if the distribution is over:
  - 1.  \$5,000
  - 2.  \$1,000
  - 3.  \$\_\_\_\_\_ (less than \$1,000)

**NOTE:** If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.

**Automatic IRA rollover.** With respect to mandatory distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below.

- 4.  If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$\_\_\_\_\_ (e.g., \$200).

E. **Rollovers in determination of \$5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be **included** in determining the \$5,000 threshold for timing of distributions, form of distributions, or consent rules.

- o.  Exclude rollovers (rollover contributions will be **excluded** in determining the \$5,000 threshold)

**NOTE:** Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

33. **DISTRIBUTIONS UPON DEATH** (Plan Section 6.8(b)(2))

Distributions upon the death of a Participant prior to the "required beginning date" will:

- a.  be made pursuant to the election of the Participant or "designated Beneficiary"
- b.  begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2
- c.  be made within 5 (or if lesser \_\_\_\_\_) years of death for all Beneficiaries
- d.  be made within 5 (or if lesser \_\_\_\_\_) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"

**NOTE:** The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b. and d. would not be applicable).

34. **OTHER PERMITTED DISTRIBUTIONS** (select all that apply; leave blank if none apply)

A. **IN-SERVICE DISTRIBUTIONS** (Plan Section 6.11)

In-service distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (if applicable, answer a. - e.; leave blank if not applicable):

- a.  In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied (select one or more) (options 2. - 5. may only be selected with Profit Sharing Plans):
  - 1.  Age. The Participant has reached: (select one)
    - a.  Normal Retirement Age
    - b.  age 62
    - c.  age 59 1/2 (may not be selected if a Money Purchase Pension Plan)
    - d.  age \_\_\_\_\_ (may not be less than age 62 for Money Purchase Pension Plans)
  - 2.  the Participant has been a Participant in the Plan for at least 5 years (may not be less than five (5))

- 3.  the amounts being distributed have accumulated in the Plan for at least 2 years
- 4.  other: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulations §401-1(b); may not be subject to Employer discretion; and must be limited to a combination of items a.1. – a.3. or a Participant's disability.)

**More than one condition.** If more than one condition is selected above, then a Participant only needs to satisfy one of the conditions, unless selected below:

- 5.  A Participant must satisfy each condition

**NOTE:** Distributions from a Transfer Account attributable to a Money Purchase Pension Plan are not permitted prior to age 62.

**Account restrictions.** In-service distributions are permitted from the following Participant Accounts:

- b.  all Accounts
- c.  only from the following Accounts (select one or more):
  - 1.  Account attributable to Employer matching contributions
  - 2.  Account attributable to Employer contributions other than matching contributions
  - 3.  Rollover Account
  - 4.  Transfer AccountPermitted from the following assets attributable to (select one or both):
  - a.  non-pension assets
  - b.  pension assets (e.g., from a Money Purchase Pension Plan)
- 5.  Mandatory Employee Contribution Account
- 6.  Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that satisfies the definitely determinable requirement under Regulation §1.401-1(b) and is not subject to Employer discretion)

**Limitations.** The following limitations apply to in-service distributions:

- d.  N/A (no additional limitations)
- e.  Additional limitations (select one or more):
  - 1.  The minimum amount of a distribution is \$\_\_\_\_\_.
  - 2.  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
  - 3.  Distributions may only be made from Accounts which are fully Vested.
  - 4.  In-service distributions may be made subject to the following provisions: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

B. **HARDSHIP DISTRIBUTIONS** (Plan Sections 6.12) (may not be selected if this is a Money Purchase Pension Plan)  
Hardship distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (leave blank if not applicable):

- f.  Hardship distributions are permitted from the following Participant Accounts:
  - 1.  all Accounts
  - 2.  only from the following Accounts (select one or more):
    - a.  Account attributable to Employer matching contributions
    - b.  Account attributable to Employer contributions other than matching contributions
    - c.  Rollover Account (if not available at any time under Question 36)
    - d.  Transfer Account (other than amounts attributable to a money purchase pension plan)
    - e.  Mandatory Employee Contribution Account
    - f.  Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

**NOTE:** Hardship distributions are NOT permitted from a Transfer Account attributable to pension assets (e.g., from a Money Purchase Pension Plan).

**Additional limitations.** The following limitations apply to hardship distributions:

- 3.  N/A (no additional limitations)
- 4.  Additional limitations (select one or more):
  - a.  The minimum amount of a distribution is \$\_\_\_\_\_.
  - b.  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
  - c.  Distributions may only be made from Accounts which are fully Vested.
  - d.  A Participant does not include a Former Employee at the time of the hardship distribution.
  - e.  Hardship distributions may be made subject to the following provisions: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

**Beneficiary Hardship.** Hardship distributions for Beneficiary expenses are NOT allowed unless otherwise selected below.

5.  Hardship distributions for expenses of Beneficiaries are allowed  
**Special effective date** (may be left blank if effective date is same as the Plan or Restatement Effective Date; select a. and, if applicable, b.)  
a.  effective as of October 1, 2020  
b.  eliminated effective as of \_\_\_\_\_.

**MISCELLANEOUS**

35. LOANS TO PARTICIPANTS (Plan Section 7.4)

- a.  New loans are NOT permitted.  
b.  New loans are permitted.

**NOTE:** Regardless of whether new loans are permitted, if the Plan permits rollovers and/or plan-to-plan transfers, then the Administrator may, in a uniform manner, accept rollovers and/or plan-to-plan transfers of loans into this Plan.

36. ROLLOVERS (Plan Section 4.6) (skip if rollover contributions are NOT selected at 11.f.)

**Eligibility.** Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable):

- a.  Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant  
b.  Participants who are Former Employees

**Distributions.** When may distributions be made from a Participant's Rollover Account?

- c.  At any time  
d.  Only when the Participant is otherwise entitled to any distribution under the Plan

37. HEART ACT (Plan Section 4.11) (select one or more)

- a.  **HEART ACT Continued benefit accruals.** Continued benefit accruals will apply  
b.  **Distributions for deemed severance of employment.** The Plan permits distributions for deemed severance of employment.

**Reliance on Provider Opinion Letter.** The Provider has obtained from the IRS an Opinion Letter specifying the form of this document satisfies Code §401 as of the date of the Opinion Letter. An adopting Employer may rely on the Provider’s IRS Opinion Letter *only* to the extent provided in Rev. Proc. 2017-41 or subsequent guidance. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

An Employer who has ever maintained or who later adopts an individual medical account, as defined in Code §415(l)(2)) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code§415.

This Adoption Agreement may be used only in conjunction with the basic Plan document #03. This Adoption Agreement and the basic Plan document will together be known as FIS Business Systems LLC Non-Standardized Governmental 401(a) Pre-Approved Plan #03-001.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

**Execution for Page Substitution Amendment Only.** If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) \_\_\_\_\_ effective \_\_\_\_\_, by substitute Adoption Agreement page number(s) \_\_\_\_\_. The Employer should retain all Adoption Agreement Execution Pages and amended pages. (*Note: The Effective Date may be retroactive or may be prospective.*)

The Provider, DST Retirement Solutions will notify the Employer of any amendment to this Pre-approved Plan or of any abandonment or discontinuance by the Provider of its maintenance of this Pre-approved Plan. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and FIS Business Systems LLC no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Pre-approved Plan, the Provider’s intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Provider, please contact the Provider or the Provider’s representative.

Provider Name: DST Retirement Solutions, LLC

Address: PO Box 219325

Kansas City Missouri 64121-9325

Telephone Number: 800-215-8659

Email address (optional): \_\_\_\_\_

The Employer, by executing below, hereby adopts this Plan (add additional signature lines as needed). NOTE: If more than one Plan type is adopted, the Plan Provider must provide multiple plan documents for Employer signature.

EMPLOYER: City of Plainwell

By: \_\_\_\_\_

\_\_\_\_\_

DATE SIGNED



**APPENDIX A**  
**SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS**

**A. Special effective dates** (leave blank if not applicable):

- a.  **Special effective date(s):** \_\_\_\_\_ . For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law. (The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-41 (or any superseding guidance))

**B. Other permitted elections** (the following elections are optional):

- a.  **No other permitted elections**

**The following elections apply** (select one or more):

- b.  **Deemed 125 compensation** (Plan Section 1.23). Deemed 125 compensation will be included in Compensation and 415 Compensation.
- c.  **Break-in-Service Rules.** The following Break-in-Service rules apply to the Plan.(select 1. or 2.)
1.  **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions)** (Plan Section 3.5(e)). The "rule of parity" provisions in Plan Section 3.5(d) will apply for (select one or both):
- a.  eligibility purposes
- b.  vesting purposes
2.  **Break-in-Service rules for rehired Employees.** The following Break-in-Service rules set forth in Plan Sections 3.2 and 3.5 apply: (select one or both)
- a.  all Break-in-Service rules set forth in such Sections.
- b.  only the following: \_\_\_\_\_ (specify which provisions apply to the Plan)
- d.  **Beneficiary if no beneficiary elected by Participant** (Plan Section 6.2(f)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(f), the following order of priority will be used: \_\_\_\_\_ (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
- e.  **Joint and Survivor Annuity/Pre-Retirement Survivor Annuity.** If the Plan applies the Joint and Survivor Annuity rules, then the normal form of annuity will be a joint and 50% survivor annuity (i.e., if 31.i. or 31.j. is selected) and the Pre-Retirement Survivor Annuity will be equal to 50% of a Participant's interest in the Plan unless selected below (select 1. and/or 2.)
1.  **Normal form of annuity.** Instead of a joint and 50% survivor annuity, the normal form of the qualified Joint and Survivor Annuity will be: (select one)
- a.  joint and 100% survivor annuity
- b.  joint and 75% survivor annuity
- c.  joint and 66 2/3% survivor annuity
2.  **Pre-Retirement Survivor Annuity.** The Pre-Retirement Survivor Annuity (minimum Spouse's death benefit) will be equal to 50% of a Participant's interest in the Plan unless a different percentage is selected below: (select one)
- a.  100% of a Participant's interest in the Plan.
- b.  \_\_\_\_\_% (may not be less than 50%) of a Participant's interest in the Plan.
- f.  **Limitation Year** (Plan Section 1.30). The Limitation Year for Code §415 purposes will be \_\_\_\_\_ (must be a consecutive twelve month period) instead of the "determination period" for Compensation.
- g.  **415 Limits when 2 defined contribution plans are maintained** (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(1)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:
1.  Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts":  
 \_\_\_\_\_
- h.  **Recognition of Service with other employers** (Plan Sections 1.40 and 1.55). Service with the following employers (in addition to those specified at Question 15) will be recognized as follows (select one or more):

	<b>Eligibility</b>	<b>Vesting</b>	<b>Contribution Allocation</b>
1. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
2. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>

3.  Employer name: \_\_\_\_\_ a.  b.  c.
4.  Employer name: \_\_\_\_\_ a.  b.  c.
5.  Employer name: \_\_\_\_\_ a.  b.  c.
6.  Employer name: \_\_\_\_\_ a.  b.  c.

**Limitations**

7.  The following provisions or limitations apply with respect to the recognition of prior service: \_\_\_\_\_ a.  b.  c.   
(e.g., credit service with X only on/following 1/1/19)
- i.  **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):
1.  **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: \_\_\_\_\_ (must be definitely determinable and satisfy the parameters set forth at Question 17)
  2.  **Pre-amendment vesting schedule.** (Plan Section 6.4(b)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 17 applies to any Participants, then the following provisions apply (must select one of a. – d.):
 

**Applicable Participants.** The vesting schedules in Question 17 only apply to:

    - a.  Participants who are Employees as of \_\_\_\_\_ (enter date).
    - b.  Participants in the Plan who have an Hour of Service on or after \_\_\_\_\_ (enter date).
    - c.  Participants (even if not an Employee) in the Plan on or after \_\_\_\_\_ (enter date).
    - d.  Other: \_\_\_\_\_ (e.g., Participants in division A. Must be definitely determinable.)
- j.  **Minimum distribution transitional rules** (Plan Section 6.8(e)(5))
- NOTE:** This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.
- The "required beginning date" for a Participant is:
1.  April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply)
  2.  April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both; leave blank if both applied effective as of January 1, 1996):
    - a.  A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of \_\_\_\_\_ (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:
      1.  N/A (annuity distributions are not permitted)
      2.  Upon the recommencement of distributions, the original Annuity Starting Date will be retained.
      3.  Upon the recommencement of distributions, a new Annuity Starting Date is created.
    - b.  A Participant who had not begun receiving required minimum distributions as of \_\_\_\_\_ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:
      1.  The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.
- k.  **Other spousal provisions** (select one or more)
1.  **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following: \_\_\_\_\_
  2.  **Automatic revocation of spousal designation** (Plan Section 6.2(g)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
  3.  **Timing of QDRO payment.** A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.
- l.  **Applicable law.** Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of: \_\_\_\_\_

- m.  **Total and Permanent Disability.** Instead of the definition at Plan Section 1.50, Total and Permanent Disability means: \_\_\_\_\_ (must be definitely determinable).
- n.  **Inclusion of Reclassified Employees** (Plan Section 1.17(a)). The Employer does not exclude Reclassified Employees subject to the following provisions: (leave blank if not applicable): \_\_\_\_\_
- o.  **Claims procedures** (Plan Section 2.10). The claims procedures forth in Plan Section 2.10(a) – (b) apply unless otherwise elected below or unless the Administrator has operationally adopted alternative procedures.
1.  The claims procedures set forth in Plan Section 2.10(c) – (g) apply instead of Plan Section 2.10(a).
2.  The claims procedures set forth in Plan Section 2.10(c)-(g) apply as follows: \_\_\_\_\_  
(specify which provisions apply and/or modified)
- p.  **Age 62 In-Service Distributions For Transferred Money Purchase Assets** (Plan Section 6.11)  
In-service distributions will be allowed for Participants at age 62. (applies only for Transfer Accounts from a Money Purchase Pension Plan) (skip this question if the Plan is a Money Purchase Pension Plan or if in-service distributions are already permitted for Transferred Accounts at Question 34)
- Limitations.** The following limitations apply to these in-service distributions:
1.  The Plan already provides for in-service distributions and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions at age 62.
2.  N/A (no limitations)
3.  The following elections apply to in-service distributions at age 62 (select one or more):
- a.  The minimum amount of a distribution is \$ \_\_\_\_\_ (may not exceed \$1,000).
- b.  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
- c.  Distributions may only be made from Accounts which are fully Vested.
- d.  In-service distributions may be made subject to the following provisions: \_\_\_\_\_ (must be definitely determinable and not subject to discretion).
- q.  **QLACs.** (Plan Section 6.8(e)(4)) A Participant may elect a QLAC (as defined in Plan Section 6.8(e)(4)) or any alternative form of annuity permitted pursuant to a QLAC in which the Participant's Account has been invested.

**ADMINISTRATIVE PROCEDURES**

The following are optional administrative provisions. The Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

**A. Loan Limitations.** (complete only if loans to Participants are permitted; leave blank if none apply)

- a.  Limitations (select one or more):
    - 1.  Loans will be treated as Participant directed investments.
    - 2.  Loans will only be made for hardship or financial necessity as specified below (select a. or b.)
      - a.  hardship reasons specified in Plan Section 6.12
      - b.  financial necessity (as defined in the loan program).
    - 3.  The minimum loan will be \$\_\_\_\_\_.
    - 4.  A Participant may only have \_\_\_\_\_ (e.g., one (1)) loan(s) outstanding at any time.
    - 5.  All outstanding loan balances will become due and payable in their entirety upon the occurrence of a distributable event (other than satisfaction of the conditions for an in-service distribution (including a hardship distribution), if applicable).
    - 6.  The home loan term will be \_\_\_\_\_ years. (if not selected, the Administrator establishes the term for repayment of a home loan)
    - 7.  **Account restrictions.** Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
      - a.  Account(s) attributable to Employer matching contributions
      - b.  Account attributable to Employer contributions other than matching contributions
      - c.  Rollover Account
      - d.  Transfer Account
      - e.  Other: \_\_\_\_\_
- AND**, if loans are restricted to certain accounts, the limitations of Code §72(p) will be applied:
- f.  by determining the limits by only considering the restricted accounts.
  - g.  by determining the limits taking into account a Participant's entire interest in the Plan.

**Additional Loan Provisions** (select all that apply; leave blank if none apply)

- b.  **Loan payments.** Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll (e.g., partner who only has a draw)):
  - 1.  payroll deduction
  - 2.  ACH (Automated Clearing House)
  - 3.  check
    - a.  Only for prepayment
- c.  **Interest rate.** Loans will be granted at the following interest rate (if left blank, then 3. below applies):
  - 1.  \_\_\_\_\_ percentage points over the prime interest rate
  - 2.  \_\_\_\_\_%
  - 3.  the Administrator establishes the rate at the time the loan is made
- d.  **Refinancing.** Loan refinancing is allowed.

**B. Life Insurance.** (Plan Section 7.5)

- a.  Life insurance may not be purchased.
- b.  Life insurance may be purchased...
  - 1.  at the option of the Administrator
  - 2.  at the option of the Participant

**Limitations**

- 3.  N/A (no limitations)
- 4.  The purchase of initial or additional life insurance will be subject to the following limitations (select one or more):
  - a.  Each initial Contract will have a minimum face amount of \$\_\_\_\_\_.
  - b.  Each additional Contract will have a minimum face amount of \$\_\_\_\_\_.
  - c.  The Participant has completed \_\_\_\_\_ Years (or Periods) of Service.
  - d.  The Participant has completed \_\_\_\_\_ Years (or Periods) of Service while a Participant in the Plan.
  - e.  The Participant is under age \_\_\_\_\_ on the Contract issue date.
  - f.  The maximum amount of all Contracts on behalf of a Participant may not exceed \$\_\_\_\_\_.
  - g.  The maximum face amount of any life insurance Contract will be \$\_\_\_\_\_.

**C. Plan Expenses.** Will the Plan assess against an individual Participant's Account certain Plan expenses that are incurred by, or are attributable to, a particular Participant based on use of a particular Plan service?

- a.  No
- b.  Yes

**Use of Forfeitures**

Forfeitures of Employer contributions other than matching contributions will be:

- c.  added to the Employer contribution and allocated in the same manner
- d.  used to reduce any Employer contribution
- e.  allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- f.  other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

Forfeitures of Employer matching contributions will be:

- g.  N/A. Same as above or no Employer matching contributions.
- h.  used to reduce the Employer matching contribution.
- i.  used to reduce any Employer contribution.
- j.  other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

**D. Directed investments**

- a.  Participant directed investments are NOT permitted.
- b.  Participant directed investments are permitted from the following Participant Accounts:
  - 1.  all Accounts
  - 2.  only from the following Accounts (select one or more):
    - a.  Account attributable to Employer contributions
    - b.  Rollover Account
    - c.  Transfer Account
    - d.  Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

**E. Rollover Limitations.** Will the Plan accept rollover contributions and/or direct rollovers from the sources specified below?

- a.  No, Administrator determines in operation which sources will be accepted.
- b.  Yes

**Rollover sources.** Indicate the sources of rollovers that will be accepted (select one or more)

- 1.  **Direct Rollovers.** The Plan will accept a direct rollover of an eligible rollover distribution from (select one or more):
  - a.  a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions
  - b.  a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions
  - c.  a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions
  - d.  a plan described in Code §403(a) (an annuity plan), including after-tax employee contributions
  - e.  a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions
  - f.  a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions
  - g.  a plan described in Code §457(b) (eligible deferred compensation plan)

**Direct Rollovers of Participant Loan.** The Plan will NOT accept a direct rollover of a Participant loan from another plan unless selected below (leave blank if default applies)

- h.  The Plan will accept a direct rollover of a Participant loan
- i.  The Plan will only accept a direct rollover of a Participant loan only in the following situation(s):  
 \_\_\_\_\_ (e.g., only from Participants who were employees of an acquired organization).

- 2.  **Participant Rollover Contributions from Other Plans (i.e., not via a direct plan-to-plan transfer).** The Plan will accept a contribution of an eligible rollover distribution (select one or more):
  - a.  a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan)
  - b.  a plan described in Code §403(a) (an annuity plan)
  - c.  a plan described in Code §403(b) (a tax-sheltered annuity)
  - d.  a governmental plan described in Code §457(b) (eligible deferred compensation plan)
- 3.  **Participant Rollover Contributions from IRAs:** The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.

**F. Trustee(s) or Insurer(s).** Information regarding Trustee(s)/Insurer(s) (required for the Summary Plan Description and, if requested, the Trust Agreement)

(Note: Select a. if not using provided trust. MUST select b and following questions as applicable):

- a.  Do not produce the trust agreement
- b.  Complete the following UNLESS not selecting supporting forms:

**Trustee/Insurer** (select a. OR one or more of d. - e.)

c.  **Insurer.** This Plan is funded exclusively with Contracts (select one or more of 1. - 4)

**Name of Insurer(s)**

- 1.  \_\_\_\_\_
- 2.  \_\_\_\_\_
- 3.  Use Employer address/telephone number/email
- 4.  Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

d.  Individual Trustee(s)

e.  Corporate Trustee

**Name of Trust**

f. Specify name of Trust (required for FIS trust): City of Plainwell 401(a) Retirement Program

**Individual Trustees (if d. selected above, complete g. – j.)**

**Directed/Discretionary Trustees.** The individual Trustee(s) executing this Adoption Agreement are (select g. or h.)

g.  Select for each individual Trustee (skip to next question)

h.  The following selections apply to all individual Trustee(s) (select 1. - 4. as applicable)

- 1.  A discretionary Trustee over all plan assets (may not be selected with 2. - 4.)
- 2.  A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 1., 3. or 4.)
- 3.  The individual Trustee(s) will serve as a discretionary Trustee over the following assets: \_\_\_\_\_ (may not be selected with 1. or 2.)
- 4.  The individual Trustee(s) will serve as a nondiscretionary (directed) Trustee over the following assets: \_\_\_\_\_ (may not be selected with 1. or 2.)

**Individual Trustee(s)** (complete if d. selected above)

i.  Individual Trustee(s) are (select one or more of a. - j.; enter address at j. below)

a. **Name** Erik J. Wilson

**Title/Email:**

- 1. Title City Manager
- 2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

- 3.  Discretionary Trustee over all plan assets (may not be selected with 4. – 6.)
- 4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be select with 3. or 5.)
- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

b. **Name** Amanda D. Kersten

**Title/Email:**

- 1. Title Human Resources Coordinator
- 2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

- 3.  Discretionary Trustee over all plan assets (may not be selected with 4. – 6.)
- 4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be select with 3. or 5.)
- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

c. **Name** Brian R. Kelley

**Title/Email:**

- 1. Title City Treasurer
- 2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

- 3.  Discretionary Trustee over all plan assets (may not be selected with 4. – 6.)
- 4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be select with 3. or 5.)
- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

d. Name \_\_\_\_\_

Title/Email:

1. Title \_\_\_\_\_
2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

e. Name \_\_\_\_\_

Title/Email:

1. Title \_\_\_\_\_
2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

f. Name \_\_\_\_\_

Title/Email:

1. Title \_\_\_\_\_
2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

g. Name \_\_\_\_\_

Title/Email:

1. Title \_\_\_\_\_
2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

h. Name \_\_\_\_\_

Title/Email:

1. Title \_\_\_\_\_
2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

i. Name \_\_\_\_\_

Title/Email:

1. Title \_\_\_\_\_
2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

j. Name \_\_\_\_\_

**Title/Email:**

- 1. Title \_\_\_\_\_
- 2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

- 3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
- 4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

j.  **Individual Trustee Address** (complete if d. selected above)

- 1.  Use Employer address/telephone number/email
- 2.  Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

**Corporate Trustee Name/Type/Address** (complete if e. selected above)

k.  Name \_\_\_\_\_

**Address/telephone number/email**

- 1.  Use Employer address/telephone number/email
- 2.  Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

**Directed/Discretionary.** The Corporate Trustee is (select 3. - 6. as applicable)

- 3.  A discretionary Trustee over all plan assets (may not be selected with 4. – 6.)
- 4.  A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 3., 5. or 6.)
- 5.  A discretionary Trustee over the following plan assets over the following assets: \_\_\_\_\_ (may not be selected with 3. – 4.)
- 6.  A nondiscretionary (directed) Trustee over the following plan assets \_\_\_\_\_ (may not be selected with 3. – 4.)

**Signee** (optional):

- 7.  Name of person signing on behalf of the corporate Trustee \_\_\_\_\_
- 8.  Email address of person signing on behalf of the corporate Trustee \_\_\_\_\_

**Special Trustee for collection of contributions.** The Employer appoints the following Special Trustee with the responsibility to collect delinquent contributions (*optional*)

l.  **Name** \_\_\_\_\_

**Title:**

1. \_\_\_\_\_

**Address/telephone number/email**

- 2.  Use Employer address/telephone number/email
- 3.  Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

**Custodian(s) Name/Address .** The Custodian(s) are (*optional*)

m.  **Name(s)** \_\_\_\_\_

**Address/telephone number/email**

- 1.  Use Employer address/telephone number/email



2.  Use following address/telephone number/email
- a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

**Investment in common, collective or pooled trust funds.** The nondiscretionary Trustee, as directed or the discretionary Trustee acting without direction (and in addition to the discretionary Trustee's authority to invest in its own funds), may invest in any of the following trust funds: *(optional)*

- n.  \_\_\_\_\_ (Specify the names of one or more trust funds in which the Plan can invest)

**Choice of law**

- o.  This trust will be governed by the laws of the state of:
- 1.  State in which the Employer's principal office is located
  - 2.  State in which the corporate trustee or insurer is located
  - 3.  Other \_\_\_\_\_

FIS BUSINESS SYSTEMS LLC NON-STANDARDIZED GOVERNMENTAL 401(A) MODIFICATIONS  
CITY OF PLAINWELL 401(A) RETIREMENT PROGRAM

The enclosed Plan is being submitted for expedited review as a Non-Standardized Plan.

No modifications from the approved specimen plan have been made to this Plan.

**WASTE MATERIAL  
SERVICES AGREEMENT**

This Waste Material services agreement (the “**Agreement**”) is entered into this \_\_\_ day of \_\_\_\_\_ 2022, by and between the City of Plainwell, a Michigan municipal corporation whose address is 211 N. Main Street, Plainwell, Michigan 49080 (the “**City**”) and City-Star Services, Inc d/b/a Republic Services of West Michigan, a Michigan corporation whose address is 3432 Gembrit Circle, Kalamazoo, MI 49001 (the “**Contractor**”).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Definitions.

- A. **Applicable Law.** Applicable Law means any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority having jurisdiction.
- B. **Designated Units.** Designated Units means residential units within the City designated by the City for monthly recycling services.
- C. **Excluded Waste.** Excluded Waste means: (1) Hazardous Waste; and (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by Applicable Law.
- D. **Hazardous Waste.** Hazardous Waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any State of Michigan agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or any other Applicable Law.
- E. **Recyclable Material.** Recyclable Material consists of any material or substance that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint and other paper; plastics and plastic film; ferrous and non-ferrous metals; and glass.
- F. **Solid Waste.** Solid Waste is any non-hazardous solid waste excluding Excluded Waste.
- G. **Waste Material.** Waste Material is all Solid Waste and Recyclable Material. Waste Material does not include any Excluded Waste.

2. Solid Waste.

- A. Contractor will provide semi-annual City-wide Solid Waste collection, removal, and disposal services.
- B. Collection and removal locations, dates, and times will be set by the City in consultation with the Contractor.
- C. Collection and removal routes will be developed by the Contractor in the form requested by the City and subject to final approval by the City.
- D. Contractor may reject Excluded Waste and improperly or untimely placed Solid Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and charge the City for any actual additional costs incurred due to the removal, handling, transportation, delivery, and disposal of such Excluded Waste. Any such charge will clearly noted in the invoice.

3. Recyclable Material.

- A. Contractor will provide monthly collection, removal, and disposal of Recyclable Material from Designated Units. The City may not designate more than 1, 300 Designated Units at any one time for collection and removal services. The City may modify the list of Designated Units at its sole discretion following consultation with the Contractor; however, Contractor must be provided with notice of any modifications no later than fifteen (15) calendar days before the next scheduled collection and removal date.
- B. Collection and removal locations, dates, and times will be set by the City in consultation with the Contractor.
- C. Collection and removal routes will be developed by the Contractor in the form requested by the City and subject to final approval by the City.
- D. Collection and removal will be limited to Recyclable Material.
- E. Recyclable Material must be timely placed by the curb in the Contractor-provided recycling bin in order to be eligible for collection, removal, and disposal.
- F. Contractor will, at no additional cost to the City or the Designated Unit user, provide each Designated Unit with a 96-gallon recycling bin. Except for when the recycling bin is damaged intentionally or through the gross negligence of the Designated Unit user, the Contractor will reasonably repair such bins as is necessary to ensure timely and effective collection, removal, and disposal services. Such bins will remain the property of the Contractor.

Contractor may reject Excluded Waste and improperly or untimely placed Recyclable Material. If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire waste container that contains the Excluded Waste. In such situations, Contractor shall contact the City and the City shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and, in Contractor's sole discretion, charge the City, depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

4. Disposal. All Solid Waste collected for disposal by Contractor will be hauled to and properly disposed of at such sanitary landfill(s) as deemed appropriate by the Contractor. All Recyclable Material collected for disposal by the Contractor will be hauled to and properly disposed of at such recycling facility(s) or sanitary landfill(s) as is deemed appropriate by the Contractor. Contractor will make reasonable efforts to ensure Recyclable Material is disposed of at recycling facility(s).

5. Payment.

A. Solid Waste.

- (1) Following the completion of each semi-annual Solid Waste collection and removal iteration (two times a year), the Contractor will be entitled to, and the City will pay to the Contractor a price equal to \$175/hour and \$55/ton for Solid Waste collection, removal, and disposal services.
- (2) The Contractor will provide the City with an itemized invoice within thirty (30) calendar days of the completion of each collection and removal iteration.

B. Recyclable Material.

- (1) The Contractor will be entitled to, and the City will pay to the Contractor a monthly price of \$3.82 per Designated Unit for Recyclable Material collection, removal, and disposal services.
- (2) The Contractor will provide the City with an itemized monthly invoice.

C. General.

(1) Payment will be due in full within thirty (30) calendar days of invoicing.

(2) Past due invoices will be subject to a 1.5% monthly late fee until the balance is paid in full.

6. Fuel Recovery Surcharge.

A. Commencing in July of 2023, the Contractor may charge a monthly fuel recovery surcharge of \$0.04 per Designated Unit for every \$0.10/gal. that the Department of Energy Index for Highway Diesel – Midwest rises above the base price of \$4.50 / gal. as determined by the Department of Energy Index for Highway Diesel – Midwest price on the first day of the month for the month in question.

B. Any fuel recovery surcharge will be clearly noted in the monthly invoice.

7. Recycling Processing Charge Increase.

A. If the recycling processing charge at the North Kent County Material Recycling Facility exceeds \$75 / ton, Contractor may pass such additional costs thru to the City with proper documentation.

B. Any recycling processing pass-through charge will be clearly noted in the monthly invoice.

8. Rate Increase. Commencing in year two of the term of this Agreement, the rates listed in paragraphs 5(A)(1) and 5(B)(1) above are, at the Contractor's discretion, subject to an increase of 4% a year.

9. Term. This Agreement will be effective upon the signature of both parties. Performance under this agreement will commence on August 1, 2022. Unless otherwise amended by the parties, this Agreement will terminate on August 1, 2027.

10. Termination.

A. Contractor may terminate this Agreement for convenience, with or without cause for any reason and without penalty following ninety (90) calendar days written notice to the City. Contractor may terminate this Agreement for cause, defined as default by the City, failure of the City to comply with any substantial term of this Agreement, or failure of the City to provide the Contractor with adequate assurances of future performance if requested, following thirty (30) calendar days written notice; however, the City will be afforded the opportunity to cure within said thirty (30) days.

- B. The City may terminate this Agreement for convenience, with or without cause for any reason, and without penalty following ninety (90) calendar days written notice to the Contractor. The City may terminate this Agreement for cause, defined as default by the Contractor, failure of the Contractor to comply with any substantial term of this Agreement, or failure of the Contractor to provide the City with adequate assurances of future performance if requested, following thirty (30) calendar days written notice; however, the Contractor will be afforded the opportunity to cure within said thirty (30) days. Contractor shall be entitled to payment for services rendered until the termination effective date, whereupon Contractor shall collect its equipment and have no further obligation to perform any Services under this Agreement.
11. Equipment. The Contractor will provide an adequate number of vehicles and equipment for regular collection, removal, and disposal services. All vehicles and other equipment will be kept in good repair, appearance, and in a sanitary condition. Each vehicle will have the name and telephone number of the Contractor clearly displayed on each side.
12. Complaints. All complaints regarding collection, removal, and disposal services may be made directly to the Contractor and will be given reasonably prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor will investigate and, if such allegations are verified, will arrange for collection and removal within forty-eight (48) hours after receiving the complaint.
13. Hauling. All Waste Material and Excluded Waste collected, removed, and hauled by the Contractor will be contained, secured, or enclosed so as to prevent leaking, spilling, or blowing away of such items.
14. Compliance with Laws. Contractor will conduct its operations in compliance with all applicable federal, State, and local laws, ordinances, rules, and regulations and will be responsible for securing all necessary federal, State, and local permits, approvals, and authorizations.
15. Non-Exclusive. Nothing in this Agreement will be interpreted to give the Contractor the exclusive right to or contract for the collection and removal of Waste Material within or on behalf of the City.
16. Title. Title to all Waste Material shall pass to Contractor when loaded into Contractor's collection vehicle or otherwise received by Contractor, however title to and liability for any Excluded Waste shall at no time pass to Contractor. In no event will the City be deemed to be the generator of Waste Material or Excluded Waste collected by the Contractor.
17. Independent Contractor. The Contractor (including its employees, representatives, officers, and agents) is and for all purposes will continue to be an independent contractor of the City and is responsible for the direction, supervision, and control of its employees, representatives, officers, and agents. The City is not responsible for and will not make any

payroll withholding or similar withholding, including but not limited to, social security, income tax, Medicare, and unemployment. The City is not responsible for and will not provide any health, life, worker's compensation, disability, unemployment, liability, or any other insurance or benefit to the Contractor. Nothing in this Agreement should be construed to create an employer/employee or agency relationship between the parties or their employees, representatives, officers, and agents.

18. Force Majeure. No party will be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (1) acts of God; (2) flood, fire, earthquake, tornado, or explosion; (3) terrorist threats or acts, riots, epidemics, pandemics, or other serious public health issues, or other civil unrest; (4) government order or law; or (5) action by any governmental authority. The party suffering a Force Majeure event must give prompt notice to the other party, but no later than within five (5) calendar days after the discovery of the Force Majeure, stating the period of time the occurrence is expected to continue. The party suffering the Force Majeure event must use diligent efforts to end the failure or delay and to mitigate the effects of the Force Majeure event. The party suffering a Force Majeure event will resume the performance of its obligations as soon as reasonably practicable, but if the Force Majeure event remains uncured for a period of thirty (30) calendar days following written notice given by the party suffering a Force Majeure event, the other party may terminate this Agreement without penalty upon written notice to the other party.
19. Notice. For the purpose of this Agreement, notice must be in writing and will be deemed to have been duly given upon 1) receipt in the event of personal service by actual delivery, 2) on the business day following the placement of notice with a nationally recognized courier for overnight delivery, or 3) on the second business day after posting if deposited in the United States Mail with proper postage and addressed, as described below, to the relevant party.

City of Plainwell  
211 N. Main Street  
Plainwell, MI 49080  
Attn: City Manager

Republic Services of West Michigan  
3432 Gembrit Circle  
Kalamazoo, MI 49001  
Attn: Jack Brown

20. Nondiscrimination: The Contractor will not discriminate against any person on the basis of race, sex, age, creed, color, religion, or national origin.



21. Non-Assignable. Without the prior signed written consent of the other party, a party may not assign its duties, responsibilities, obligations, or rights under this Agreement. Such written consent will not be unreasonably withheld, delayed, or conditioned.
22. Insurance Requirements.
- A. The Contractor will maintain any insurance required by State or federal law and will provide the City with documentation regarding such insurance upon request.
  - B. The Contractor will maintain general commercial liability insurance naming the City as an additional insured via blanket form endorsement. Insurance must be carried in an amount not less than Two Million Dollars (\$2,000,000.00) for injury and damage arising out of a single occurrence. The City must be listed as the insurance certificate holder, and the certificate must contain be supplemented with a blanket form endorsement providing that coverage except workers compensation may not be canceled, non-renewed, or materially changed without a minimum of thirty days' notice to the City.
23. Liability. To the extent caused by that Contractor's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents, Contractor shall be responsible for and hold harmless the City against any and all claims for personal injuries or death, or the loss of or damage to property incurred by the City.
24. Amendment. This Agreement may only be amended in a writing signed by both parties.
25. Waiver. A valid waiver of any terms and conditions of this Agreement must be in a signed writing. The waiver of any of the terms and conditions of this Agreement will not be construed as a waiver of any subsequent breach of the same or any other terms and conditions of this Agreement.
26. Entire Agreement. This Agreement sets forth the entire agreement between the parties. The language of this Agreement will be construed as a whole according to its fair meaning and not construed more strictly for or against any party. Contractor will not be entitled to any compensation or other consideration except as explicitly provided for in this Agreement.
27. Governing Law. This Agreement is being executed and is intended to be performed in the State of Michigan, and it will be construed and enforced in accordance with, and the rights of the parties will be governed by, the laws thereof. Venue is in Allegan County, Michigan.
28. Governmental Immunity. Nothing in this Agreement is intended to or will be interpreted to limit the City's governmental immunity (including, but not limited to, immunity under the Governmental Liability for Negligence Act, Act No. 170 of Public Acts of 1964).
29. Counterparts. This Agreement may be executed simultaneously in two or more counterparts each of which will be deemed an original and all of which together constitute

one and the same instrument. It is not necessary that the parties execute any single counterpart if each party executes at least one counterpart.

30. Authorization. The parties affirm that their representatives executing this Agreement are authorized to do so and that all resolutions or similar actions necessary to approve this Agreement have been adopted and approved.

IN WITNESS WHEREOF, the parties execute this Agreement as of the day and year first above written.

(Intentionally left blank)

**CITY OF PLAINWELL, MICHIGAN,**

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
(Print) \_\_\_\_\_  
Its: Mayor

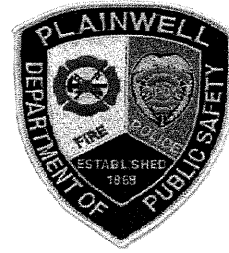
Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
(Print) \_\_\_\_\_  
Its: City Clerk

**CITY-STAR SERVICES, INC., d/b/a  
REPUBLIC SERVICES OF WEST  
MICHIGAN,**

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
(Print) \_\_\_\_\_  
Its: Authorized Agent/Representative



# **PLAINWELL PUBLIC SAFETY**

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Police, Fire and Medical First Responder Services

# **MONTHLY REPORT**

## **June 2022**

**Prepared by Director Kevin Callahan**

# Plainwell Department of Public Safety

## Complaints/Activities for June 2022

### ARRESTS

CUSTODIAL ARRESTS	15	<i>An individual taken into custody for a criminal offense and jailed for that offense.</i>
ARREST COUNTS	22	<i>Criminal complaints or cases cleared by the custodial arrest or issuance of a warrant(s).</i>

### TRAFFIC ENFORCEMENT & CITATIONS

HAZARDOUS CITATIONS	10	<i>Uniform Law Citations issued by officers to individuals for moving traffic violations. (Drag racing, Speeding, etc.)</i>
NON-HAZARDOUS CITATIONS	10	<i>Uniform Law Citations issued by officers to individuals for NON-moving traffic violations. (Registration, Equipment, Etc.)</i>
DRUNK DRIVING CITATIONS	1	<i>This is an activity that we specifically monitor that would normally be considered a hazardous citation.</i>
PARKING CITATIONS	0	<i>Citations issued in violation of city ordinance. This would include Overnight Parking, Time Limitation Parking, etc.</i>
VERBAL WARNINGS	12	<i>Traffic enforcement where no citation was issued but warnings were given.</i>
TOTAL TRAFFIC CITATIONS/WARNINGS	33	

### COMPLAINTS

ORIGINAL DISPATCH COMPLAINTS	221	<i>Complaints that are call in or the officer is dispatched to by Allegan County Central Dispatch (911) or our business office.</i>
PATROL INITIATED COMPLAINTS	26	<i>Complaints observed by the officer while on patrol or came to their attention by personal observation.</i>
TOTAL COMPLAINTS	247	

### OTHER ACTIVITIES

MOTORISTS ASSISTS	3	<i>Motorist contacts caused by mechanical breakdown or similar problem.</i>
PROPERTY INSPECTIONS	0	<i>Checks of homes or business specifically requested by a home or business owner.</i>
MOTOR VEHICLE ACCIDENTS	8	<i>Total motor vehicle accidents both on public roads or private property.</i>
COMMERCIAL BUILDING SECURITY CHECK	1,199	<i>Nightly security inspections of business' conducted by officers to assure windows and doors are locked.</i>
FOUND UNSECURED	1	<i>The number of business' found unlocked or unsecured.</i>
FOOT PATROL	6	<i>Hours on foot patrol</i>

# Plainwell Department of Public Safety

## Scheduled Hours By Activity for June 2022

Total Hours  
884

Percentage of Total Hours

*The categories listed below are based on law enforcement related activities and the hours that scheduled road patrol personnel spend in the 4 major areas.*

### TOTAL ROAD PATROL HOURS SCHEDULED FOR THE MONTH

**The Hours officers are scheduled for road patrol or other uniformed functions. These are fixed shifts which generally carry assigned duties.**

*Totals of all the below mentioned areas.*

### HOURS SPENT INVESTIGATING OR HANDLING CRIMINAL COMPLAINTS

**The Hours Scheduled for criminal investigations of complaints that are in violation of a criminal law that an individual could be arrested and jailed for.**

*Examples include: Burglaries, Robberies, Drunk Driving, All Sex Offenses, Alcohol Offenses, Larcenies, Etc.*

### HOURS SPENT INVESTIGATING OR HANDLING NON-CRIMINAL COMPLAINTS

**The Hours Scheduled for Calls for Service or Complaints that require investigation but are not criminal in nature.**

*Examples include: Auto Accidents, Accidental Fires, Traffic Citations, Property Inspections, Etc.*

### HOURS SPENT ON SUPPORT OR PERIPHERAL ACTIVITIES

**The Hours Scheduled for required duties however are not criminal or non-criminal in nature and are supporting functions.**

*Examples include: Report Writing, Court, Directed Patrol, Foot Patrol, On Duty Training, Transport of Paperwork to the Court, Evidence to the Crime Lab, Etc.*

### TOTAL UNOBLIGATED PATROL HOURS

**The Hours of Scheduled Road Patrol left over that officers are not assigned to an activity or working on a complaint.**

*Examples include: General Preventive Patrol, Building Security Checks, Etc.*

*Note: This also includes any break time the officers take during their shift.*

### TOTAL HOURS OBLIGATED TO DUTIES, COMPLAINTS, INVESTIGATIONS, ETC.

*It is recommended by the International Association of Chiefs of Police (IACP) that no more than 65% to 70% of an officers time on duty, be obligated to complaints, investigations, activities or assigned responsibilities. The rationale behind this is to assure that officers are available for emergencies without unreasonable delay and provide for preventive and traffic patrol duties.*

884

80 9.02%

207 23.47%

358 40.46%

239 27.06%

645 72.94%

# Classification of Crimes Reported

File Class	CRIMES AGAINST PERSON	June	Year to Date
900	Murder and Non-Negligent Manslaughter	0	0
1000	Kidnapping	0	0
1100	Sexual Assault	0	6
1200	Robbery	0	0
1300	Aggravated & Non-Aggravated Assault	4	28
<b>PROPERTY CRIMES</b>			
2000	Arson	0	0
2100	Extortion	0	0
2200	Burglary	0	5
2300	Larceny	5	29
2400	Motor Vehicle Theft	0	2
2500	Forgery/Counterfeiting	0	0
2600	Fraudulent Activities	5	15
2700	Embezzlement	0	0
2800	Stolen Property - Buying, receiving	0	0
2900	Damage to Property	1	7
3500	Violation of Controlled Substances Act	1	6
<b>MORALS/DECENCY CRIMES</b>			
3600	Sex Offenses (Other than Sexual Assault)	0	0
3700	Obscenity	0	1
3800	Family Offenses	0	2
4100	Liquor Violations	1	4
<b>PUBLIC ORDER CRIMES</b>			
4800	Obstructing Police - Offenses Which Interfere with Investigations	0	0
4900	Escape/Flight - Fleeing and Eluding a Officer's Custody	0	1
5000	Obstructing Justice	3	14
5200	Weapons Offenses	1	5
5300	Public Peace	2	37
5400	Traffic Investigations - Any Criminal Traffic Complaints	3	14
5500	Health and Safety	10	43
5600	Civil Rights	0	0
5700	Invasion of Privacy	0	1
6200	Conservation Law Violation	0	0
7300	Miscellaneous Criminal Offense	0	6
<b>GENERAL NON-CRIMINAL</b>			
9100	Juvenile/Minor/School Complaints	1	14
9200	Civil Custody	14	70
9300	Traffic Non-Criminal ( Reports Only - Does not include Citations Issued)	1	43
9400	False Alarm Activation	6	33
9500	Fires (Other than Arson)	1	8
9700	Accidents, All Other	20	37
9800	Inspections, Unfounded FIRS	4	0
9900	General Assistance (All Except Other Police Agencies)	87	389
9911 & 9912	General Assistance (Other Police Agencies)	58	337
FIRS	Medical First Responder	23	178



## June Reports for Plainwell Department of Public Safety

### **PRIORITY 1 ASSISTS OUTSIDE OF JURISDICTION**

The Plainwell Department of Public Safety was dispatched to 58 calls for assistance outside the city limits of Plainwell by Allegan County Central Dispatch.

These calls were classified as priority 1 assists.

\*\*\*\*\*

### **Fire Suppression/Call Out Incident Report**

Date	Dispatch Time	Arrival Time	Location	Incident Type	Actions taken	Apparatus	PSO	POC
6/08/2022	22:21	22:28	413 W. Chart	Wire down	Investigate, establish safe area	E11,	2	4
6/10/2022	06:57	06:57	574 6 <sup>th</sup> Street	Poss. House fire	Disregarded	C6	4	4
6/14/2022	18:19	18:21	307 E. Orleans	Grill Fire	Disregarded	C6	2	3
6/24/2022	17:56	18:01	800 E. Bridge	Alarm	Disregarded	C1	1	2

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### **Calls for Service at Plainwell Schools**

Plainwell High School: 0  
684 Starr Road

Gilkey School: 0  
707 S. Woodhams Street

Plainwell Middle School: 3  
720 Brigham Street

Starr Elementary: 0  
601 school Drive

Early Childhood Development: 0  
307 E. Plainwell Street

Renaissance School: 2  
798 E. Bridge Street

Admin, Maintenance & Bus Garage: 0  
600 School Drive

### **Ordinance Violations**

33 Ordinance Violation letters were sent in the month of June; 28 letters were for Grass/yard violations; 4 Yard Parking or Inoperable Vehicle; and 1 for bulk trash by the road. 23 of the violations have been addressed by the residents, and 10 violations require follow up in July.

# Water Renewal

Superintendent: Bryan Pond

June 2022



## Significant Department Actions and Results

The handrail replacement will be about 90% complete by FY end. The handrails were from 1955 to 1980 in age, and were replaced with aluminum.

The DYSTOR cover replacement bids came back very inflated from the engineering estimates from 4-months ago. The project will be re-budgeted for the next fiscal year with the new price .

## Pending Items (including CIP) FY 21/22

Replace truck #2 ( equipment fund)

Replace Dystor Gas Membrane

{Recommended manufacturer equipment life 15-17 yrs.

Installed in 2005 is 17 yrs. in 2022}

Influent manhole structure replacement

{Cement structure from 1980; evaluation and replacement as a collapse of structure would be a catastrophic failure}

Replace (6) DOORS

{Steel doors from 1980 replace with fiberglass or anodized aluminum}

MAHL Study for IPP program necessary to update ever 10 years

Replace remainder of 1980 HANDRAILS

{Steel handrails have been maintained replace with aluminum}

DYSTOR PLC

{Last PLC SLC 50-05 operating in plant, replace with updated PLC}

## Expenditure Summary/Issues

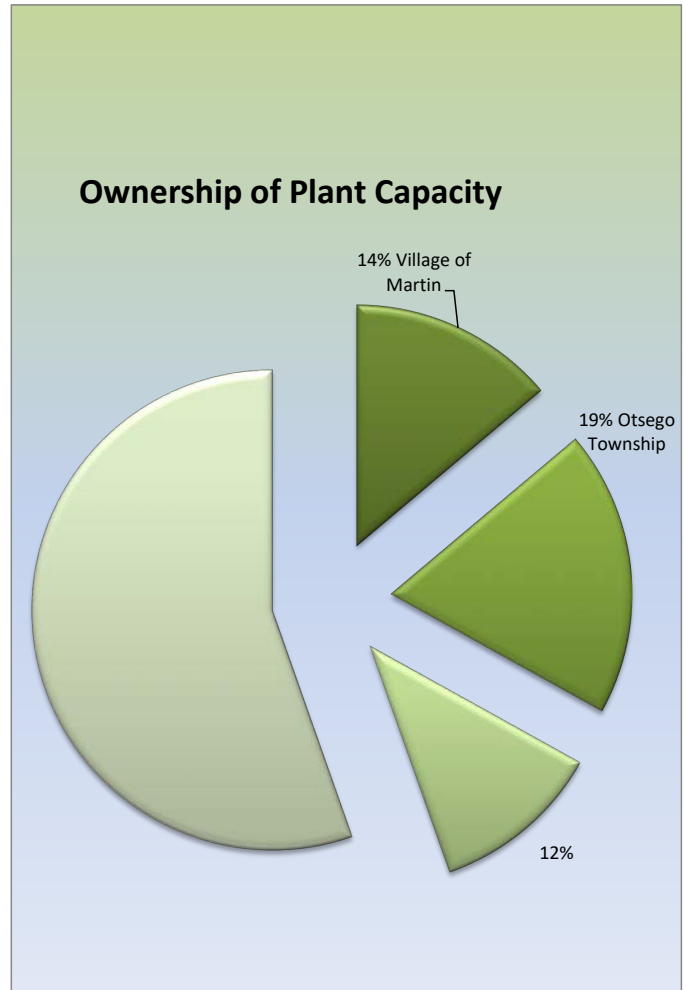
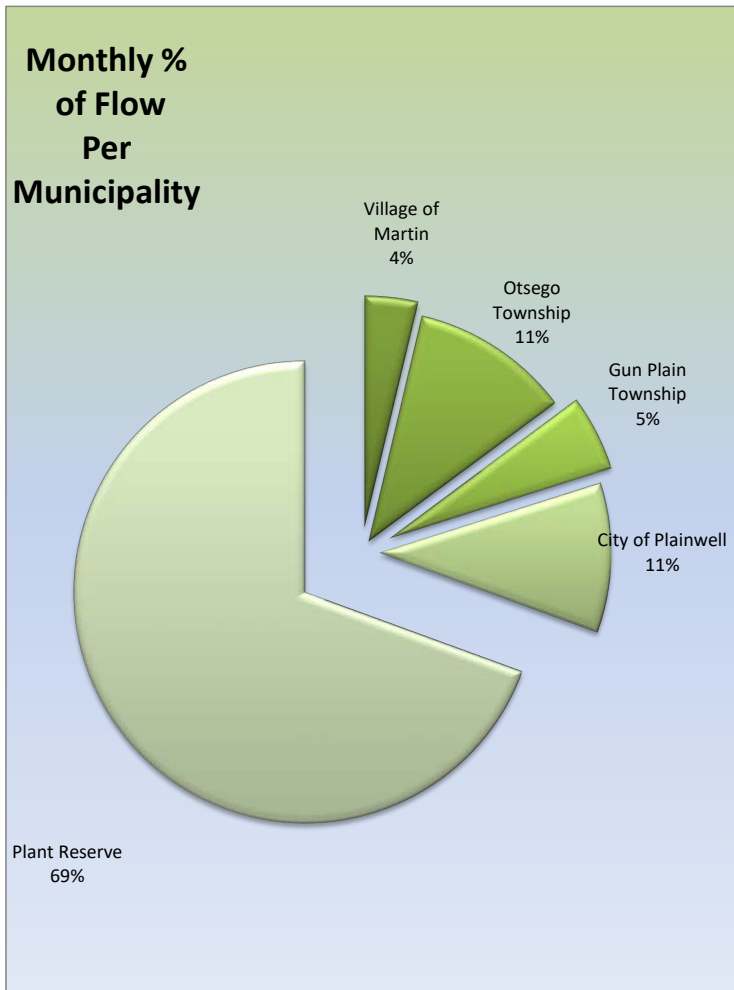
	<u>(budgeted)</u>	(completed)
Replace truck #2 ( equipment fund)	\$32,000	complete
Replace Dystor Gas Membrane {Recommended manufacturer equipment life 15-17 yrs. Installed in 2005 is 17 yrs. in 2022}	\$150,000	bids 2x, estimate
Influent manhole structure replacement {Cement structure from 1980; evaluation and replacement as a collapse of structure would be a catastrophic failure}	evaluation no cost	eng est. done
Replace (6) DOORS {Steel doors from 1980 replace with fiberglass or anodized aluminum}	\$40,000	complete
MAHL Study for IPP program necessary to update ever 10 years	\$52,000	done in EGLE review
Replace remainder of 1980 HANDRAILS {Steel handrails have been maintained replace with aluminum}	\$55,000	90% complete June
DYSTOR PLC	12,000	done
{Last PLC SLC 50-05 operating in plant, replace with updated PLC}	<u>TOTAL</u>	waiting on one part Aug
	314,000	



## Monthly Flow Data

Our permitted volume of treatment is 1,300,000 gallons per day. The table and graph below shows the breakdown of average monthly flow from our customer communities, the percent ownership of our customer communities.

	Total Gallons	Permitted Daily Flow Gallons	Reserve	Ownership of Plant Capacity
<b>Village of Martin</b>	913,798			
Gun River MH Park	469,000			
US 131 Motor Sports Park	54,080			
<b>Total:</b>	1,436,878			
<b>AVG. DAILY:</b>	51,317	180,000	71%	14%
<b>Otsego Township</b>	<b>Total:</b> 4,343,970			
<b>AVG. DAILY:</b>	155,142	250,000	38%	19%
<b>Gun Plain Township</b>	<b>Total:</b> 1,422,000			
North Point Church	2,000			
North 10th Street	345,720			
Gores Addition	295,000			
<b>AVG. DAILY</b>	73,740	150,000	51%	12%
<b>City of Plainwell</b>	<b>Total:</b> 4077622			
<b>AVG. DAILY:</b>	135920.72	720,000	81%	55%
<b>Avg. Daily Plant Flow from entire service district</b>	0.38			



## State Required Reporting Compatible Pollutants

MI State Requirement	City Benchmark	Monthly Avg. Reported/MDEQ
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### Carbonaceous Biochemical oxygen demand (CBOD-5):

25 mg/l	15	8.05
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This test measures the amount of oxygen consumed by bacteria during the decomposition of organic materials. Organic materials from wastewater treatment facility act as a food source for bacteria.

### TOTAL SUSPENDED SOLIDS (TSS):

30 mg/l	15	9
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Includes all particles suspended in water which will not pass through a filter. As levels of TSS increase, a water body begins to lose its ability to support a diversity of aquatic life.

### PHOSPHORUS (P):

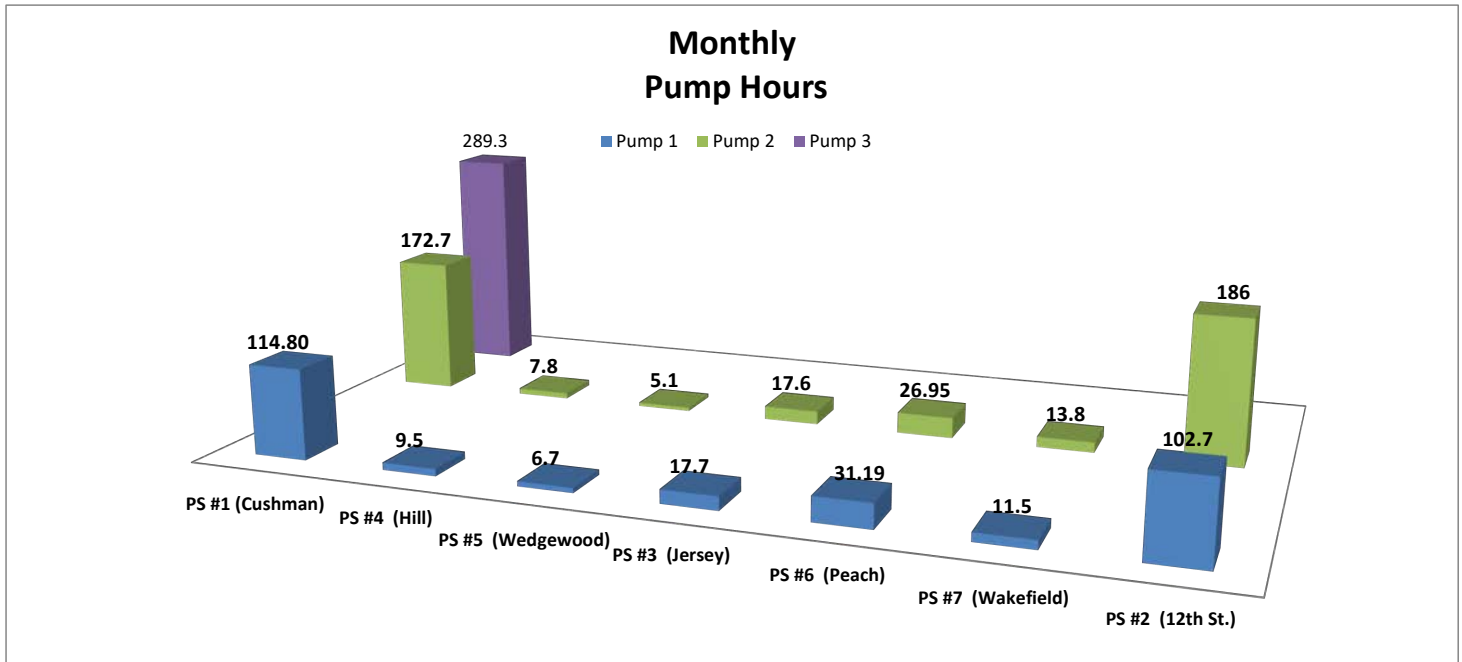
1.0 mg/l	0.45	0.55
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Controlling phosphorous discharges is a key factor in preventing eutrophication of surface waters. Eutrophication is caused by water enrichment of inorganic plant nutrients. Eutrophication negatively effects water bodies due to increases in algal blooming, causing excessive plant growth which depletes dissolved oxygen in the river which is necessary for aquatic life to survive.

### Total Coliform (COLI):

200counts/ml	50	4
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A group of bacteria found in soil, on vegetation and in large numbers in the intestine of warm-blooded animals, including humans. Water is not a natural medium for coliform organisms and their presence in water is indicative of some type of contamination.



Pumps convey the waste where gravity sewers cannot, run times are a indicator of how the station is operating and being maintained.

**MINUTES  
CITY OF PLAINWELL  
PARKS & TREES COMMISSION  
July 14, 2022**

1. Matthew Bradley called the meeting to order at 5:06 PM.
2. Roll Call: Present: Matthew Bradley, Bunny LaDuke, Shirley DeYoung, Cory Redder, Todd Overhuel and Public Works Superintendent Bob Nieuwenhuis on speaker phone. Absent: Marsha Keeler.
3. Approval of Minutes:

***Shirley DeYoung moved to accept and place on file the minutes of May 12th, 2022. Cory Redder supported the motion. On voice vote, motion carried unanimously.***

4. Parks:

Bob reported that the DPW stamped and colored the concrete around the sculpture by City Hall, playground mulch was put down for Sherwood Park and Hicks Park, Lori Steele's friend is still on board to fix the sign in Kenyon Park, the city workers have been mowing and watering the flowers, the no mow May that we tried turned out good no huge hay fields and this month it's been so dry so we have been able to cut back on mowing a little bit.

Bunny requested a sprayer for the hose at the flower bed by Acorn Street.

A board member asked Bob about getting used playground equipment for the parks and Bob let them know that there are rules for playground equipment so we can't buy used equipment.

Sherwood Park Maintenance Report – Shirley DeYoung

Shirley reported that the park was busy. Someone inquired about when we will be fixing the trestle bridge. There is a net at the basketball courts that needs replaced.

Pell Park Maintenance Report – Marsha Keeler

Marsha was not at the meeting so Shirley spoke on her behalf. She said the park looks beautiful. Cory said that the gazebo looks great.

Hicks Park Maintenance Report – Matthew Bradley

Matthew reported that the boardwalk looks great and so do the flowers. He noticed that the on the walkway just before going under the bridge there is a board coming up that needs to be replaced.

Cook Park Maintenance Report – Cory Redder

Cory reported that the park looks good and there were a lot of people using the pickle ball courts. He said the road in between the pavilion and the dog park might need some attention soon. He said there was a picnic table that was moved under the bridge area by the park that the city might want to move back.

Kenyon Park Maintenance Report – Bob Nieuwenhuis

Bob covered Kenyon in his main update of the parks. It was mentioned to Todd Overhuel that he could take over this park from Bob so he has a park to watch over. We will check with Bob and Todd at the next meeting to see if that's what they want to do.

Darrow Park Maintenance Report – Bunny LaDuke

Bunny reported that said the park looked good. She inquired about a hose that was there. The staff let her know that was there to water the flowers. She requested that we put a sprayer on the hose by Acorn Street for those flower beds.

Riverwalk, Band Shell & CBD Maintenance Report – Cory Redder

Cory reported that there are more boards that need repair on that side of the boardwalk also.

5. New Business

A. We spoke about the Public Servants Day coming up July 17, 2022 at 11 am.

6. Open Business

A. None.

7. Public Comments

None.

8. Staff Comments

It was discussed about Todd taking over Kenyon Park for Bob. A light discussion took place about early ideas for the sculpture in honor of our passing mayor Rick Brooks.

9. Chairman's Report

None.

10. Commissioners' Comments

Bunny mentioned a flower show at Wedel's Nursery July 22 and 23<sup>rd</sup> 2022.

11. Items For Next Agenda

Results from the 5 year Recreation plan meeting from April 2022.

12. Next Meeting

The next meeting will be Thursday August 11, 2022 at 5 PM.

13. Adjournment

***Shirley DeYoung moved to adjourn the meeting. Cory Redder supported the motion. On voice vote, motion carried unanimously.***

There being no further business, the meeting adjourned at 5:53 PM.

Minutes Respectfully Submitted,  
Cheryl Pickett

07/21/2022

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL  
INVOICE ENTRY DATES 07/08/2022 - 07/21/2022  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

Vendor Code	Vendor Name	Description	Amount
000002	AT&T		
	269685195707	AIRPORT TELEPHONE SERVICE JUNE 14 TO JULY 13, 2022	205.89
	269685682407	DPS TELEPHONE SERVICE JUNE 14 TO JULY 13, 2022	205.89
TOTAL FOR: AT&T			411.78
000004	PLAINWELL AUTO SUPPLY INC		
	665396	DPW - BRAKE PADS 2005 GMC SIERRA TRUCK 18 - AB	224.78
	665565	DPW - BATTERY/HOSE CLAMP TRUCK 20 - AS	169.77
	665781	DPW - MILL DOOR SUPPLIES CUPS/RAGS/CLEANER AB	12.54
	665832	DPW - MILL DOOR SUPPLIES INTERMIX AB	146.25
	665883	DPW - SUPPLIES FOR MILL DOOR AND TRUCK 62 - AB	392.23
	666199	DPW - POWERATED BELT AB	60.27
TOTAL FOR: PLAINWELL AUTO SUPPLY INC			1,005.84
000010	RIDDERMAN & SONS OIL CO INC		
	154314	DPW FUEL PURCHASE JULY 14 2022	1,306.53
	154315	DPW DIESEL PURCHASE JULY 14 2022	875.70
TOTAL FOR: RIDDERMAN & SONS OIL CO INC			2,182.23
000014	MICHIGAN GAS UTILIITIES CORP		
	2022.06	JUNE 2022 GAS UTILITIES	1,651.47
TOTAL FOR: MICHIGAN GAS UTILIITIES CORP			1,651.47
000034	VERIZON		
	9910767056	ALARM SERVICE JUNE 11 TO JULY 10, 2022	50.94
TOTAL FOR: VERIZON			50.94
000035	APPLIED IMAGING		
	2002170	CITY HALL COPY CHARGES JUNE 13 TO JULY 12, 2022	297.31
	2005203	DPW COPY CHARGES JUNE 16 TO JULY 15, 2022	44.70
TOTAL FOR: APPLIED IMAGING			342.01
000046	EMERGENCY VEHICLE PRODUCTS		
	S0016161	DPS - BATTERY 2012 TAHOE	236.95
TOTAL FOR: EMERGENCY VEHICLE PRODUCTS			236.95
000079	ALLEGAN COUNTY NEWS		
	6240	GENERAL PUBLICATIONS JUNE 2022 - ORDINANCE 391/BUDGET HEA	920.00
TOTAL FOR: ALLEGAN COUNTY NEWS			920.00

000096	NYE UNIFORM CO INC 816513	DPS - SHIRTS & EMBROIDERY	643.33
TOTAL FOR: NYE UNIFORM CO INC			643.33
000356	LOCK MASTER SECURITY LLC 11357	KEYS MADE FOR CLARK STATION ACCESS - ENFORCEMENT ISSUE	105.00
TOTAL FOR: LOCK MASTER SECURITY LLC			105.00
000843	B & C TROPHY 15591	DPS - HATS AND SHIRTS FOR STAFF	164.75
TOTAL FOR: B & C TROPHY			164.75
000941	WEST MICHIGAN CRIMINAL JUSTICE TC 4847	DPS - SPRING 2022 MCOLES DISTRIBUTION	138.96
TOTAL FOR: WEST MICHIGAN CRIMINAL JUSTICE TC			138.96
000947	WYOMING ASPHALT PAVING INC. 2022-307	DPW - MAJOR STREET POTHOLES JF	65.52
TOTAL FOR: WYOMING ASPHALT PAVING INC.			65.52
000995	HIGH GRADE MATERIALS INC 844218	DPW 3.64 TON GRAVEL	36.40
TOTAL FOR: HIGH GRADE MATERIALS INC			36.40
001043	BS&A SOFTWARE 142682	ANNUAL SOFTWARE SUPPORT - HR MODULE	383.00
TOTAL FOR: BS&A SOFTWARE			383.00
001536	WASHWELL-STADIUM DRIVE GROUP-SOAP 3149	DPS - DRY CLEANING JUNE 2022	70.00
TOTAL FOR: WASHWELL-STADIUM DRIVE GROUP-SOAP			70.00
001829	PERCEPTIVE CONTROLS INC 15565	WR - QUARTERLY SCADA BACKUP JUNE 2022	337.50
TOTAL FOR: PERCEPTIVE CONTROLS INC			337.50
002091	ABONMARCHE CONSULTANTS, INC. 141434	CDBG GRANT ADMINISTRATION JUNE 2022	85.00
TOTAL FOR: ABONMARCHE CONSULTANTS, INC.			85.00
002116	CHARTER COMMUNICATIONS 0036867070722 0054103070522	AIRPORT INTERNET SERVICE JULY 7 TO AUGUST 6, 2022 CITY HALL PHONE/INTERNET 07/05 TO 08/04/2022	84.00 499.45
TOTAL FOR: CHARTER COMMUNICATIONS			583.45
002123	H & H AUTO BODY LLC B6B9B82F	DPS REPAIR LIFT GATE REPLACE CAR COVER 2014 FORD EXPLORER	397.80
TOTAL FOR: H & H AUTO BODY LLC			397.80

002147	COFESSCO FIRE PROTECTION		
	INV-14164-T7S0	ANNUAL FIRE EXTINGUISHER INSPECTIONS - DPW BUILDINGS	421.70
	INV-14165-C6C3	ANNUAL FIRE EXTINGUISHER INSPECTIONS - AIRPORT	203.95
	INV-14166-H0S9	ANNUAL FIRE EXTINGUISHER INSPECTIONS - PUBLIC SAFETY BUILDIN	698.00
	INV-14167-H3H6	ANNUAL FIRE EXTINGUISHER INSPECTIONS - WATER TREATMENT	288.00
	INV-14169-Y4G7	ANNUAL FIRE EXTINGUISHER INSPECTIONS - DPW VEHICLES	299.10
	INV-14170-Z1H3	ANNUAL FIRE EXTINGUISHER INSPECTIONS - WELL HOUSES	101.60
	INV-14171-B6J9	FIRE EXTINGUISHER INSPECTION ANNUAL - PUBLIC SAFETY BUILDINC	246.90
	INV-14172-X6C3	ANNUAL FIRE EXTINGUISHER INSPECTION - CITY HALL	126.90
	INV-14173-Y4M8	ANNUAL FIRE EXTINGUISHER INSPECTIONS - POLICE CARS	231.50
TOTAL FOR: COFESSCO FIRE PROTECTION			2,617.65
002149	DONNIE'S AUTO REPAIR		
	2022.07.13	DPW - EVAPORATOR CORE REPAIR TRUCK 5 '14 FORD	510.28
TOTAL FOR: DONNIE'S AUTO REPAIR			510.28
002164	R W MERCER CO.		
	210893	AIRPORT FUEL SYSTEM REPAIR	226.25
TOTAL FOR: R W MERCER CO.			226.25
002246	ELHORN ENGINEERING CO.		
	293242	DPW - CHEMICALS FOR WELLS 4 AND 7	466.00
TOTAL FOR: ELHORN ENGINEERING CO.			466.00
002281	HOME DEPOT		
	8022452	DPW - WATER DEPARTMENT CONCRETE AB	47.76
TOTAL FOR: HOME DEPOT			47.76
002313	ALLEGAN COUNTY INFORMATION SERVICES		
	2022-016	DPS - 2022 NWS LERMS LICENSES - 5 SEATS	1,515.00
TOTAL FOR: ALLEGAN COUNTY INFORMATION SERVICES			1,515.00
002325	SEVERANCE ELECTRIC CO INC		
	11357	TRAFFIC SIGNAL MAINTENANCE STARR ROAD - SHARED WITH PCS	67.50
TOTAL FOR: SEVERANCE ELECTRIC CO INC			67.50
002371	RENEWED EARTH INC		
	30646	DPW - GARDEN BLEND 6 UNITS	183.00
TOTAL FOR: RENEWED EARTH INC			183.00
002402	STEENSMA LAWN & POWER EQUIPMENT		
	945035	DPW - SLEEVE CUTTING HEADS EQ 151 - RL	6.28
TOTAL FOR: STEENSMA LAWN & POWER EQUIPMENT			6.28
002423	ANALYTICAL TESTING & CONSULT, INC		
	6504-22	ASBESTOS SURVEY 12/17/2021 - REHAB GRANT	450.00
TOTAL FOR: ANALYTICAL TESTING & CONSULT, INC			450.00

002582	PLAINWELL REDI MIX - COSGROVE ENT.		
	13756	DPW - CONCRETE 7 YARDS ROBERTS STREET	980.00
	13945	DPW - CONCRETE 1.25 YARDS MAIN/M-89	207.50
TOTAL FOR: PLAINWELL REDI MIX - COSGROVE ENT.			1,187.50
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002650	FUEL MANAGEMENT SYSTEM		
	167557	DPS - FUEL PURCHASES THROUGH JULY 15, 2022	1,028.19
TOTAL FOR: FUEL MANAGEMENT SYSTEM			1,028.19
<hr/>			
002668	ASCENSION BORGESS FOUNDATION		
	2022AMBO	YEAR 3 AMBULANCE SERVICE AGREEMENT - FY2022/2023	9,382.00
TOTAL FOR: ASCENSION BORGESS FOUNDATION			9,382.00
<hr/>			
002703	CONTINENTAL LINEN SERVICES INC		
	3339336	DPW UNIFORMS/RUGS JULY 5 2022	32.86
	3339337	WR - UNIFORMS JULY 5 2022	13.50
	3345216	CITY HALL RUGS	28.77
	3345217	DPW UNIFORMS/RUGS	58.87
	3345218	WR UNIFORMS/RUGS	29.58
	3350938	DPW - UNIFORMS/RUGS 07/19/2022	32.86
	3350939	WR UNIFORMS 07/19/2022	13.50
TOTAL FOR: CONTINENTAL LINEN SERVICES INC			209.94
<hr/>			
002719	STATE OF MICHIGAN - D.N.R.E./DEQ		
	2022.07.12	DPW - WATER SAMPLES - PFAS / TTHAM & HA / AUTOMATED PARTI	791.00
TOTAL FOR: STATE OF MICHIGAN - D.N.R.E./DEQ			791.00
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002869	PLUMMERS ENVIRONMENTAL SERVICES INC		
	22154278	WR LIFT STATION CLEANINGS JUNE 22/23, 2022	7,800.00
TOTAL FOR: PLUMMERS ENVIRONMENTAL SERVICES INC			7,800.00
<hr/>			
003087	TOTAL PROPERTY MANAGEMENT		
	18913	CODE ENFORCEMENT LAWN MOWING 123 STERLING JULY 7 2022	325.00
TOTAL FOR: TOTAL PROPERTY MANAGEMENT			325.00
<hr/>			
004168	SBF ENTERPRISES		
	0136841	ENVELOPES FOR CITY HALL / AP / UTILITY BILLING	2,451.00
	136874	UTILITY BILLING ENVELOPE DELIVERY	0.00
	136875	UTILITY BILL PAPER STOCK - GREEN BILLS / MAROON LATE NOTICES	274.20
TOTAL FOR: SBF ENTERPRISES			2,725.20
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004241	GHD SERVICES INC		
	340-0030606	MILL DEMO OVERSIGHT THROUGH MAY 23, 2022	13,666.50
TOTAL FOR: GHD SERVICES INC			13,666.50
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004796	SILVERSCRIPT INSURANCE COMPANY		
	2022.07TOWN	JULY 2022 RETIREE PRESCRIPTION COVERAGE - TOWN	26.60



	2022.07WHIT	JULY 2022 RETIREE PRESCRIPTION COVERAGE - WHITNEY	26.60
TOTAL FOR: SILVERSCRIPT INSURANCE COMPANY			53.20
004803	ARROW ENERGY INC		
	137320	AIRPORT FUEL DELIVERY - 1505 GAL - JULY 14 2022	8,911.76
TOTAL FOR: ARROW ENERGY INC			8,911.76
004840	GREENSTREET MARKETING & DESIGN		
	07062208	DDA TYPESETTING DOWNTOWN MAP	100.00
TOTAL FOR: GREENSTREET MARKETING & DESIGN			100.00
004855	PLAINWELL ACE HARDWARE		
	10680	DPW - FENDER WASH RIVERWALK AB	12.49
	10720	DPW - WIRE CONNECTORS/RECIP BLD STREET LIGHTS AB	35.97
	10798	DPW TRASH BAGS WK	230.93
	10799	DPW STREET LIGHT TWIST LOCK CONTROL WK	14.99
	10815	DPW MARKING PAINT MISS DIG TRUCK 5	19.98
	10820	DPW - PAINT SUPPLIES MILL DOOR AB	31.97
	10848	DPW - NO TRESPASS SIGNS MILL DR	12.72
	10857	DPW - DOG PARK DR	10.99
	10877	WR - PRO ENAMEL OIL / VARIOUS SUPPLIES BP	51.55
	10879	DPW - GARBAGE DUMPSTERS SCREWS DR	11.99
	10895	DPW - SHERWOOD BATHROOM RL	12.18
	10909	WR - PAINT ROLLER JG	9.59
	10911	AIRPORT - WEED KILLER VW	27.99
	10935	WR - PAINT FOR VALVE HANDLES & HAND RAILS - JG	54.99
TOTAL FOR: PLAINWELL ACE HARDWARE			538.33
004870	RIGHT WAY CONTROL		
	1458	WR - GROUND SERVICE WEED CONTROL TREATMENT PLANT	825.00
TOTAL FOR: RIGHT WAY CONTROL			825.00
004886	REPUBLIC SERVICES		
	0249-007537584	RECYCLING SERVICES JULY 2022	2,754.05
TOTAL FOR: REPUBLIC SERVICES			2,754.05
004902	BLOOM SLUGGETT PC		
	22833	LEGAL SERVICES JUNE 2022	7,675.50
TOTAL FOR: BLOOM SLUGGETT PC			7,675.50
004907	F&V OPERATIONS AND RESOURCE MGMT		
	4884	WR - 12TH STREET LIFT STATION REPAIRS JULY 1 2022 - MAIN TECH	653.48
TOTAL FOR: F&V OPERATIONS AND RESOURCE MGMT			653.48
005012	UNITED BANK		
	2022.07.07	ACH FEE - UTILITY PRENOTE	7.00
	2022.07.11	ACH FEE - TAX DISTRIBUTION 07/15/2022	7.00
	2022.07.14	ACH FEE - UB PAYMENT UPLOAD	7.00

	2022.07.20	ACH FEES (3) - TAX DISTRIBUTION/PAYROLL DIRECT DEPOSIT/PAYRO	21.00
TOTAL FOR: UNITED BANK			42.00
005015	CHECKALT-KLIK		
	191328	JUNE 2022 ELOCKBOX PROCESSING FEES	140.18
TOTAL FOR: CHECKALT-KLIK			140.18
005023	VAIRKKO TECHNOLOGIES, LLC		
	19833	JULY 2022 EMPLOYEE TRAINING SOFTWARE	97.80
	19834	JULY 2022 EMPLOYEE TRAINING CONTENT	67.80
TOTAL FOR: VAIRKKO TECHNOLOGIES, LLC			165.60
005032	M & C REPAIR LLC		
	10855	TRUCK 16 REPAIR - 2004 GMC	4,588.89
TOTAL FOR: M & C REPAIR LLC			4,588.89
005038	BARNES & THORNBURG LLP		
	2636646	GENERAL LEGAL SERVICES JUNE 2022	472.00
TOTAL FOR: BARNES & THORNBURG LLP			472.00
005041	EVOQUA WATER TECHNOLOGIES		
	905430596	WR ODOR CONTROL JUNE 2022	300.00
TOTAL FOR: EVOQUA WATER TECHNOLOGIES			300.00
005047	STAPLES, INC.		
	3511305365	CH - STORAGE FILE / AV BALLOT BINDERS/POCKETS	59.18
	3511951831	CITY HALL SUNDRY SUPPLIES	221.95
	3511951836	CITY HALL SUPPLIES	36.49
	3511951838	CITY HALL SUPPLIES	28.60
	3512281928	CITY HALL OFFICE SUPPLIES - FRAMES/FILE POUCH	54.89
TOTAL FOR: STAPLES, INC.			401.11
005073	HAVILAND PRODUCTS COMPANY		
	442107	WR - 600 POUNDS EACH OF CHLORINE GAS & SULFUR DIOXIDE	2,028.00
TOTAL FOR: HAVILAND PRODUCTS COMPANY			2,028.00
005095	VITAL RECORDS CONTROL		
	521887	CITY HALL SHREDDING SERVICE	71.42
TOTAL FOR: VITAL RECORDS CONTROL			71.42
005105	BULLETPROOF ZONE		
	BPZ-56512	DPS - BODY SHIELDS X 3	1,889.98
TOTAL FOR: BULLETPROOF ZONE			1,889.98
005107	UNDERGROUND INFRASTRUCTURE SERVICES		
	220030-01	HYDRO EXCAVATION SERVICES JULY 11 2022	1,800.00
TOTAL FOR: UNDERGROUND INFRASTRUCTURE SERVICES			1,800.00

005111	MAPLE HILL SPRINKLING INC		
	15798	REPAIR SPRINKLER SYSTEM PELL PARK	130.00
TOTAL FOR: MAPLE HILL SPRINKLING INC			<u>130.00</u>

ACACH	ALLEGAN COUNTY TREASURER		
	2022.07.09	2022 SUMMER TAX COLLECTIONS W/E 07/09/2022	40,294.33
	2022.07.16	2022 TAX COLLECTIONS W/E 07/16/2022	82,862.96
TOTAL FOR: ALLEGAN COUNTY TREASURER			<u>123,157.29</u>

CBEFT	HUNTINGTON NATIONAL BANK		
	2022.06	JUNE 2022 HUNTINGTON BANK FEES	30.00
TOTAL FOR: HUNTINGTON NATIONAL BANK			<u>30.00</u>

RDLACH	RANSOM DISTRICT LIBRARY		
	2022.07.09	2022 SUMMER TAX COLLECTIONS W/E 07/09/2022	3,293.75
	2022.07.16	2022 TAX COLLECTIONS W/E 07/16/2022	10,903.74
TOTAL FOR: RANSOM DISTRICT LIBRARY			<u>14,197.49</u>

REFUND TAX ARBOR FINANCIAL CREDIT UNION			
	07/14/2022	2022 Sum Tax Refund 55-360-038-50	499.04
	07/14/2022	2022 Sum Tax Refund 55-360-039-00	1,584.33
TOTAL FOR: ARBOR FINANCIAL CREDIT UNION			<u>2,083.37</u>

USDARDACH USDA RURAL DEVELOPMENT			
	2022.08	DEBT SERVICE PUBLIC SAFETY BUILDING - INTEREST SUMMER 2022	20,357.99
TOTAL FOR: USDA RURAL DEVELOPMENT			<u>20,357.99</u>

TOTAL - ALL VENDORS			<b>246,383.62</b>
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**INVOICE AUTHORIZATION**

**Person Compiling Report**

I verify that to the best of my knowledge the attached invoice listing is accurate and the procedures in place to compile this invoice listing has been followed.

Insert Signature:

**Brian Kelley**

Digitally signed by Brian Kelley  
Date: 2022.07.21 12:44:16 -04'00'

**Brian Kelley, City Treasurer**

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

**Brian Kelley**

Digitally signed by Brian Kelley  
Date: 2022.07.21 12:44:40 -04'00'

**Bryan Pond, Water Renewal Plant Supt.**

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

**Bryan Pond**

Digitally signed by Bryan Pond  
Date: 2022.07.21 13:35:13 -04'00'

**Kevin Callahan, Public Safety Director**

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

**Bob Nieuwenhuis, Public Works Supt.**

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

**Robert Nieuwenhuis**

Digitally signed by Robert Nieuwenhuis  
Date: 2022.07.21 14:13:49 -04'00'

**Erik J. Wilson, City Manager**

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

**Erik Wilson**

Digitally signed by Erik Wilson  
Date: 2022.07.22 12:19:14 -04'00'



July 14, 2022

Board of Commissioners Update  
Administrator's Report

**ENGAGEMENT**

**Employment**

2022 as of Q1 2022:

<b>TURNOVER/RETENTION (Regular FT &amp; PT Only)</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>
# of Terminations (includes Retirees)	16*			
The average length of tenure of terminated REG employees	16.48			
Turnover % of new REG employees (<= one year)	19.00%	The calculation to be updated in the Q2 end of quarter report		
Turnover % of REG employees	4.10%			
The total average number of REG Employees	393			
Notes	*9 of the terminations were retirements			
<b>RECRUITMENT</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>
Jobs Posted	10			
# of Days to Hire (KPI)	53.6			
# of New Hires	25			
# of Promotions or Transfers	15			

Current Number of Active Regular Full-Time and Regular Part-Time Employees: 402

*New Hires: 4*

<b>Last Name</b>	<b>First Name</b>	<b>Position</b>	<b>Department</b>
Ehresman	Whitney	Transportation Director	Transportation
Holloway	RoJuan	Irregular Community Services Officer	Sheriff's Office – Corrections
Koch	Caitlin	Irregular Victim Advocate Specialist	Prosecuting Attorney

Liupakka	Justine	Court Recorder/Judicial Secretary	Circuit Court
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*Left Employment: 2*

Last Name	First Name	Position	Department
Clear	Robin	Court Recorder/Judicial Secretary	Circuit Court
Trujillo	Hannah	IRPT Janitor	Facilities

*Promotions/Transfers: 0*

*Current Open Positions: 18*

Position	Department	Current Status
Administrative Assistant	Sheriff's Office	Unfilled
Chief Assistant Public Defender	Public Defender	Unfilled
Corrections Sergeant	Sheriff's Office – Corrections	Unfilled
Corrections Officer	Sheriff's Office – Corrections	Unfilled
Corrections Officer	Sheriff's Office – Corrections	Unfilled
Corrections Officer	Sheriff's Office – Corrections	Unfilled
Deputy Circuit Court Clerk (PT25)	County Clerk	It will remain unfilled until 2023
Deputy District Court Clerk	District Court	Unfilled
Deputy Drain Commissioner – Engineer	Drain Office	Unfilled
Deputy Sheriff	Sheriff's Office	The candidate identified – currently attending Academy.
Drain Maintenance Technician	Drain Office	Unfilled
IRPT Janitor	Facilities	The candidate identified – start date is 7/18/2022
IRPT Janitor	Facilities	Unfilled
Program Coordinator	Transportation	Unfilled
Telecommunicator	Central Dispatch	Interviews on 7/11/2022
Telecommunicator	Central Dispatch	Interviews on 7/11/2022
Youth Specialist	Youth Home	The candidate identified – start date is 7/7/2022
Youth Specialist (PT32)	Youth Home	The candidate identified – start date is 7/11/2022

For more information regarding this matter, please contact Lyn Holoway, Human Resources Manager, at 269-673-0537 or [lholloway@allegancounty.org](mailto:lholloway@allegancounty.org).

**Student and Family Mental Health Support for COVID-19** – The Board of Commissioners authorized, in September of 2021, ARPA funding to assist with supporting students and families that are experiencing mental health challenges in connection with the COVID-19 pandemic. The County contracted with Charles Nechem Associates, the County's current Employee Assistance Program (EAP) provider, to provide these services through a Student and Family Assistance Program (SFAP). SFAP services became available in December 2021 and will remain open through November of 2022 for students and families in Allegan County; see Attachment A for more information on this program.

The County receives monthly and quarterly utilization reports for this student and family CAP service; below is information provided in the June 2022 Utilization Report:



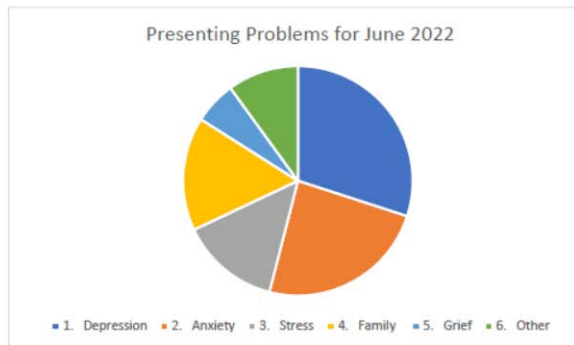
**Allegan County Student and family Assistance Program**

June 2022

Eligible Population for Services	17,948
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Utilization	Month	YTD
First Time Calls for Service	34	206
Repeat Calls for Services	11	49
Information Calls about Services	5	24
<b>Total Calls</b>	<b>50</b>	<b>279</b>

Presenting Problems	Month	YTD
1. Depression	15	80
2. Anxiety	12	67
3. Stress	7	45
4. Family	8	41
5. Grief	3	21
6. Other	5	25
<b>TOTALS</b>	<b>50</b>	<b>279</b>



For more information regarding this matter, please contact Vickie Herzberg, Executive Director of Human Resources, at (269) 673-0451 or [vherzberg@allegancounty.org](mailto:vherzberg@allegancounty.org).

**OPERATIONS**

**Facility Master Planning** (Last Updated on June 9, 2022) – The County executed the architectural and engineering contract with Wightman. A courthouse building stakeholder meeting has been scheduled for July 27, 2022, at 10:00a to begin the planning process with Wightman representatives. The meeting will be at the Human Services Building, Zimmerman Room, with Zoom Connectivity options. For more information regarding this matter, please contact Steve Sedore, Executive Director of Operations, at (269) 673-0373 or [ssedore@allegancounty.org](mailto:ssedore@allegancounty.org).

**Body Worn Camera Solution** (Last Updated on May 13, 2022) – About 40 body cameras were deployed into the field. Axon, the body camera vendor, is still scheduled to be onsite on August 10 to perform additional training and assist with the rollout of remaining units. For more information regarding this matter, please contact Valdis Kalnins, Project Manager, at (269) 673-0543 or [vkalnins@allegancounty.org](mailto:vkalnins@allegancounty.org).

**Interlocal Agreement between Ottawa County Central Dispatch Authority (OCCDA) and Allegan County (AC)** – In 1995, OCCDA and AC entered an Interlocal Agreement. OCCDA provides emergency dispatch services for all of Holland City, including the portion inside AC. As part of this agreement, AC was to remit an amount of the local surcharge collected quarterly to OCCDA based on the total number of lines for which AC collected surcharge within its portion of Holland City. This agreement did not account for future changes in legislation or the technologies surcharge. In February of this year, a new Interlocal Agreement was requested by OCCDA. A draft version of a new agreement negotiated between legal

counsels has been presented to OCCDA for consideration. This new agreement would change AC's remittance of surcharge to OCCDA from being based on landline phones to the percentage of the population within the AC portion of Holland City. If both parties agree, the new payment structure will begin with the quarter three payment in 2022. For more information regarding this matter, please contact Jeremy Ludwig, Director of Central Dispatch, at (269) 686-4564 or [jludwig@allegancounty.org](mailto:jludwig@allegancounty.org).

## FINANCIAL STABILITY

**Public Act 202 of 2017** – Annually, the County must file Form 5572 (the “Protecting Local Government Retirement and Benefits Act” form) by June 30. The two-page form (one page for the Defined Benefit plan and the other for the Law Enforcement Retiree Health Care Stipend) must be sent *electronically* to the Board, which it is, as Attachment B to this document. In addition, the form must also be posted on the County's website. It may be found under the "Allegan County Dashboard" heading.

Using State-mandated calculations, which may not be actuarially accurate, the Defined Benefit plan was reported to be either 95.0% (line 6) or 86.3% funded (line 26). Both numbers are well over the 60% threshold that would trigger an underfunded status. The Retiree Health Care Stipend report was completed using a spreadsheet that the County licensed from a regional accounting firm instead of performing a full-blown actuarial study. The entire retiree health care liability is \$19,620, or \$18,308 (again, using State-mandated math); both numbers are statistically insignificant. The actuarially determined contribution of \$1,547 (line 7) is also insignificant. Because Generally Accepted Accounting Principles (GAAP, a tenet of governmental accounting) state that statistically insignificant amounts may be reported, the audit reported the insignificance and not specific numbers. This treatment conflicts with State instructions. The creation of a \$50,000 reserve (also considered an insignificant amount) in the Self-Insurance Fund (#677) to cover future benefit payments, and clear the insignificant underfunded status, is being explored. For more information regarding this matter, please contact Lorna Nenciarini, Executive Director of Finance, at (269) 673-0228 or [lnenciarni@allegancounty.org](mailto:lnenciarni@allegancounty.org).

**Eden Fund Consolidation** – During the 2021 budget process, the individual Funds representing township or city contracts for additional law enforcement services, except the Wayland Township Fund, were combined into one. The Wayland Fund was kept separate because it was the only contract that included the use of a County-owned vehicle, meaning that it had different fund balance needs. The Wayland Fund is no longer unique now that the County-owned vehicle concept is being offered to all units. As such, the County will consolidate the Wayland Fund (#286) into the primary Law Enforcement Fund (#287). For more information regarding this matter, please contact Lorna Nenciarini, Executive Director of Finance, at (269) 673-0228 or [lnenciarni@allegancounty.org](mailto:lnenciarni@allegancounty.org).

## SERVICES

**Environmental Health Field Team Service Delivery Update** (Last Updated on June 23, 2022) – Currently, 97% of the eligible applications received through June 12 were issued within the timeframe (5/21/2022 – 6/12/2022), the 14 business day benchmark, attachment C. 100% of all customers (6/6/2022 – 6/26/2022) were contacted within five business days of submitting their application. For more information regarding this matter, please contact Randy Rapp, Environmental Health Director, at (269) 686-4506.

**Environmental Health Food Team Service Delivery Update** – On June 6, 2022, the Food and Dairy Division of the Michigan Department of Agriculture and Rural Development (MDARD) officially notified the Allegan County Health Department (ACHD) that the agency has been certified and delegated to conduct fair evaluations at the Allegan County Fair. For more information regarding this matter, please contact Randy Rapp, Environmental Health Director, at (269) 686-4506.

**Monkeypox** – The Allegan County Health Department (ACHD) monitors the activity around monkeypox, ensuring procedures are updated and providing health education to stakeholders on communicable diseases. On June 29, 2022, the Michigan Department of Health and Human Services announced the state's first probable case in an Oakland County resident. As of July 1, 2022, 5,783 cases



have been confirmed in 52 countries, including the United States. In addition, the Centers for Disease Control and Prevention (CDC) reported 460 confirmed in 32 states and D.C. However, the risk to the general public remains low. Visit [www.cdc.gov/monkeypox](http://www.cdc.gov/monkeypox) for updated data and information related to this outbreak (Attachment D). For more information regarding this matter, please contact Lindsay Maunz, Planning and Preparedness Manager, at (269) 686-4515.

**New STI/HIV Testing Service** – Sexually Transmitted Infection (STI) and HIV Testing services by mail are now available to some zip codes in Allegan County as part of an ongoing cross-jurisdictional regional grant with the Ottawa County Health Department. Getting tested and treated reduces the spread of communicable diseases such as chlamydia, gonorrhea, and syphilis and the risk of urinary tract infections, pelvic inflammatory disease, and other adverse health impacts. The "Take me home" online test ordering platform is open to all people over age 18 who have not had a recent HIV or STI test. Making these testing kits available increases test availability and minimizes barriers to getting tested – cost, transportation, and stigma. The online ordering site is offered in English and Spanish. The in-home mail-order testing allows people to collect the test sample at home, mail it in to the lab at no cost to the client and receive their results in the privacy of their own home. The local Health Department gives positive results, and follow-up treatment is provided to the individuals. "Take me home" testing is currently available in limited zip codes. Interested individuals can go to the website to check for eligibility and availability. For more information regarding this matter, please visit the [Takemehome.org](http://Takemehome.org) website or contact Lisa Letts, Personal Health Services Manager, at (269) 686-4535.

**Children under 5 COVID-19 Vaccine** – The Allegan County Health Department (ACHD) started offering COVID-19 vaccinations for children aged six months through five years old on June 22, 2022. The U.S. Centers for Disease Control and Prevention (CDC) and the U.S. Food and Drug Administration (FDA) authorized and recommended the vaccines. Both the Pfizer-BioNTech and Moderna vaccines are available. Parents interested in getting the vaccine for their child can schedule an appointment by visiting <https://ph-allegan.as.me/allegancountycovid> or calling (269) 673-0205. Individuals are strongly recommended to discuss vaccination with their primary care provider. With all vaccines, it is recommended that parents take their children to their primary care provider (if they provide vaccines) because they would also receive a comprehensive assessment. However, there are providers and pharmacies who are not providing vaccines to persons under the age of 3. ACHD strives to assist families in that gap of service delivery if parents choose to get their children vaccinated.

ACHD has also assisted local providers (Intercare, Holland Pediatrics) by reallocating pediatric doses to be administered in their practices. For more information regarding this matter, please contact Laurie Vandezande, Public Health Nurse, at (269) 686-4510 or Lisa Letts, Personal Health Services Manager, at (269) 686-4535.

**Community Outreach** (Last Updated on June 14, 2022) – To deliver accessible public health services and engage residents where they are, Allegan County Health Department (ACHD) has committed to attending at least four outreach events this year. The ACHD team provided services at Camp-It on June 18, 2022, and on June 26, 2022, ACHD was at Dunes Resort. Those outreach services include health information and education related to risk reduction of HIV and other sexually transmitted infections, monkeypox, and other communicable disease prevention. Information was also distributed on other ACHD services and public health topics of concern. Seven individuals received sexually transmitted infection (STI) testing between the two events, and numerous individuals received health education information. For more information regarding Clinical Service Outreach (STI testing, HIV Testing, Immunizations), please contact Lisa Letts, Personal Health Services Manager, at 269-686-4535. For more information regarding this matter, please contact Lindsay Maunz, Planning and Preparedness Manager, at 269-686-4515.

**Scrap Tire Collection Events** – The Resource Recovery Program will host three countywide scrap tire recycling collection events this year (Attachment E).

Date	Time	Area
August 6, 2022	9:00 am-12:00 pm	Salem Township Transfer Station

August 13, 2022		Allegan/Trowbridge Area
August 30, 2022		Otsego/Plainwell Area

Location details are provided upon registration. Registration opened on July 11 at 10:00 am at <https://www.allegancounty.org/health/resource-recovery-and-recycling-program>. For more information regarding this matter, please contact Rosemary Graham, Resource Recovery Coordinator, at (269) 673-5415.

**COVID-19 Update** (Last Updated on June 23, 2022) – A special BOC report has been developed by Public Health regarding the pandemic; see Attachment F. While the data is already shared and accessible through several venues, this report will make it easier for commissioners to have direct, focused access to the information. For more information regarding this matter, please contact Angelique Joynes, Health Officer, at [ajoynes@allegancounty.org](mailto:ajoynes@allegancounty.org).

**Michigan Indigent Defense Commission (MIDC), Compliance Planning** – MIDC approved the Office of Public Defender’s FY2023 grant request in June 2022, upon MIDC's first review. For more information regarding this matter, please contact Chad D. Catalino at (269) 686-4720 or [ccatalino@allegancounty.org](mailto:ccatalino@allegancounty.org).

**Michigan Indigent Defense Commission (MIDC), West Michigan Regional Social Worker Group** – In May 2022, the West Michigan Regional Social Worker Group conducted training related to public defender social worker legislative action. The OPD Director is working with stakeholders to plan for activities that may be necessary as Holistic Defense spreads across the State of Michigan. This strategic planning is anticipated to help the MIDC West Michigan Regional Social Worker Group pursue State of Michigan reforms that allow public defenders to better implement Holistic Defense within their local systems. For more information regarding this matter, please contact Chad D. Catalino at (269) 686-4720 or [ccatalino@allegancounty.org](mailto:ccatalino@allegancounty.org).

**Annual Parks Advisory Board Park Tour** – On August 2, 2022, the Parks Advisory Board and Parks Management, using one of the public transportation buses, will take their annual all-day parks tour to visit each park. During the tour, the Parks Advisory Board members will review the everyday conditions of the park (clean, mowed, Etc.), verify each park's purpose, and go over all the operational and capital projects either completed or planned for each park. Seats are available on a first-come, first-serve basis for the public to join and learn more about County parks. For more information regarding this matter, please contact Brandy Gildea, Parks Manager, at (269) 673-0378 or [bgildea@allegancounty.org](mailto:bgildea@allegancounty.org).

**Westside Park Beach Access Status** – On January 27, 2022, the Board of Commissioners awarded Phase I Conceptual Design of the West Side Park beach access to Abonmarche Consultants, Inc., for a cost not to exceed \$12,500. Using stakeholders' input for design concepts, Abonmarche developed and presented two concept designs in June for the Parks Manager to review and provide feedback. The feedback was provided to Abonmarche, who will incorporate this information into the 2<sup>nd</sup> draft by the end of July. The concept designs will then be provided to the Parks Advisory Board on August 2, 2022, to begin their review and feedback. For more information regarding this matter, please contact Brandy Gildea, Parks Manager, at (269) 673-0378 or [bgildea@allegancounty.org](mailto:bgildea@allegancounty.org).

**Water Study Workgroup** (Last Updated on June 23, 2022) – The Water Study Workgroup (workgroup) did not meet on June 29, 2022. The next meeting is scheduled for July 13, 2022. For more information regarding this matter, please contact Environmental Health Director Randy Rapp at 269-686-4506.

**Broadband Action Workgroup** (Last Updated on June 23, 2022) –The Broadband Action Workgroup (workgroup) met on July 7, 2022 (Attachment G). Draft language for a request for proposal (RFP) is 90% complete. There are tentative plans to release the RFP on August 1; dependent on the Board of Commissioners’ approval at their July 28 meeting. To date, around 1,791 Broadband Survey responses have been received. The survey will continue to be available through early 2023, to continue to collect speed test data. The new FCC maps are expected to be released in November. If maps need to be challenged, speed test data will be needed for that process.

The next meeting is scheduled for July 21, 2022. For more information regarding this matter, please contact Jill Dunham, Project Manager, at 269-673-0588.

Allegan County  
Temporary COVID-19 Student and Family Assistance Program (SFAP)  
800-531-0200

The COVID-19 pandemic has affected our communities in various ways.

The SFAP toll-free line is a 24/7 confidential, short-term, counseling service created to provide assistance for students and their families struggling with the effects of the pandemic. To access the service, students and families should call 800-531-0200, reference Allegan County and the name of the school.

The SFAP toll free line is staffed exclusively, 24 hours a day 7 days a week, by master's and Ph.D. level clinicians with no less than 5 years' experience in the counseling field. The program is being facilitated by Charles Nechtem & Associates, Inc.

The SFAP offers in the moment support and short-term support (generally up to three sessions before referral to other services) that can help with:

- Loneliness and feelings of isolation
- Grief/Bereavement issues
- Stress, Anxiety
- Depression
- Addiction
- Personal Problems
- Family issues

Students and family members will be referred to Community Mental Health (CMH) for continued services when necessary for ongoing mental health treatment and support. This program begins immediately and will run through November 2022! Please be sure to promote the SFAP to your school communities.

**This temporary program has been funded through a one-time allocation of American Rescue Plan Act (ARPA) dollars.**

**The Protecting Local Government Retirement and Benefits Act (PA 202 of 2017) & Public Act 530 of 2016 Pension Report**

Enter Local Government Name	Allegan County	Instructions: For a list of detailed instructions on how to complete and submit this form, visit <a href="http://michigan.gov/LocalRetirementReporting">michigan.gov/LocalRetirementReporting</a> .
<a href="#">Enter Six-Digit Municode</a>	030000	
Unit Type	County	
Fiscal Year End Month	December	
Fiscal Year (four-digit year only, e.g. 2019)	2021	Questions: For questions, please email <a href="mailto:LocalRetirementReporting@michigan.gov">LocalRetirementReporting@michigan.gov</a> . Return this original Excel file. Do not submit a scanned image or PDF.
Contact Name (Chief Administrative Officer)	Lorna Nenciarini	
Title if not CAO	Executive Director of Finance	
CAO (or designee) Email Address	<a href="mailto:lnenciarini@allegancounty.org">lnenciarini@allegancounty.org</a>	
Contact Telephone Number	269-673-0228	
Pension System Name (not division) 1	MERS	If your pension system is separated by divisions, you would only enter one system. For example, one could have different divisions of the same system for union and non-union employees. However, these would be only one system and should be reported as such on this form.
Pension System Name (not division) 2		
Pension System Name (not division) 3		
Pension System Name (not division) 4		
Pension System Name (not division) 5		

Line	Descriptive Information	Source of Data	System 1	System 2	System 3	System 4	System 5
1	Is this unit a primary government (County, Township, City, Village)?	Calculated	YES	YES	YES	YES	YES
2	Provide the name of your retirement pension system	Calculated from above	MERS				
<b>3</b>	<b>Financial Information</b>						
4	Enter retirement pension system's assets (system fiduciary net position ending)	Most Recent Audit Report	68,245,921				
5	Enter retirement pension system's liabilities (total pension liability ending)	Most Recent Audit Report	71,873,549				
6	Funded ratio	Calculated	95.0%				
7	Actuarially Determined Contribution (ADC)	Most Recent Audit Report	876,420				
8	Governmental Fund Revenues	Most Recent Audit Report	59,971,929				
9	All systems combined ADC/Governmental fund revenues	Calculated	1.5%				
<b>10</b>	<b>Membership</b>						
11	Indicate number of active members	Actuarial Funding Valuation used in Most Recent Audit Report	41				
12	Indicate number of inactive members	Actuarial Funding Valuation used in Most Recent Audit Report	41				
13	Indicate number of retirees and beneficiaries	Actuarial Funding Valuation used in Most Recent Audit Report	278				
<b>14</b>	<b>Investment Performance</b>						
15	Enter actual rate of return - prior 1-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	13.59%				
16	Enter actual rate of return - prior 5-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	9.35%				
17	Enter actual rate of return - prior 10-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	7.91%				
<b>18</b>	<b>Actuarial Assumptions</b>						
19	Actuarial assumed rate of investment return	Actuarial Funding Valuation used in Most Recent Audit Report	7.35%				
20	Amortization method utilized for funding the system's unfunded actuarial accrued liability, if any	Actuarial Funding Valuation used in Most Recent Audit Report	Level Percent				
21	Amortization period utilized for funding the system's unfunded actuarial accrued liability, if any	Actuarial Funding Valuation used in Most Recent Audit Report	12				
22	Is each division within the system closed to new employees?	Actuarial Funding Valuation used in Most Recent Audit Report	Yes				
<b>23</b>	<b>Uniform Assumptions</b>						
24	Enter retirement pension system's actuarial value of assets using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	65,895,395				
25	Enter retirement pension system's actuarial accrued liabilities using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	76,378,926				
26	Funded ratio using uniform assumptions	Calculated	86.3%				
27	Actuarially Determined Contribution (ADC) using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	1,288,944				
28	All systems combined ADC/Governmental fund revenues	Calculated	2.1%				
<b>29</b>	<b>Pension Trigger Summary</b>						
30	Does this system trigger "underfunded status" as defined by PA 202 of 2017?	<b>Primary government triggers:</b> Less than 60% funded <u>AND</u> greater than 10% ADC/Governmental fund revenues. <b>Non-Primary government triggers:</b> Less than 60% funded	NO	NO	NO	NO	NO

**Requirements (For your information, the following are requirements of P.A. 202 of 2017)**  
 Local governments must post the current year report on their website or in a public place.  
 The local government must electronically submit the form to its governing body.  
 Local governments must have had an actuarial experience study conducted by the plan actuary for each retirement system at least every 5 years.  
 Local governments must have had a peer actuarial audit conducted by an actuary that is not the plan actuary OR replace the plan actuary at least every 8 years.

By emailing this report to the Michigan Department of Treasury, the local government acknowledges that this report is complete and accurate in all known respects.

**The Protecting Local Government Retirement and Benefits Act (PA 202 of 2017) Health Care (OPEB) Report**

Enter Local Government Name	Allegan County	Instructions: For a list of detailed instructions on how to complete and submit this form, visit <a href="http://michigan.gov/LocalRetirementReporting">michigan.gov/LocalRetirementReporting</a> .
Enter Six-Digit Municode	030000	
Unit Type	County	
Fiscal Year End Month	December	
Fiscal Year (four-digit year only, e.g. 2019)	2021	Questions: For questions, please email <a href="mailto:LocalRetirementReporting@michigan.gov">LocalRetirementReporting@michigan.gov</a> . Return this original Excel file. Do not submit a scanned image or PDF.
Contact Name (Chief Administrative Officer)	Lorna Nenciarini	
Title if not CAO	Executive Director of Finance	
CAO (or designee) Email Address	lnenciarini@allegancounty.org	
Contact Telephone Number	269-673-0228	
OPEB System Name (not division) 1	Retiree Health Care	If your OPEB system is separated by divisions, you would only enter one system. For example, one could have different divisions of the same system for union and non-union employees. However, these would be only one system and should be reported as such on this form.
OPEB System Name (not division) 2		
OPEB System Name (not division) 3		
OPEB System Name (not division) 4		
OPEB System Name (not division) 5		

Line	Descriptive Information	Source of Data	System 1	System 2	System 3	System 4	System 5
1	Is this unit a primary government (County, Township, City, Village)?	Calculated	YES	YES	YES	YES	YES
2	Provide the name of your retirement health care system	Calculated from above	Retiree Health Care				
<b>3</b>	<b>Financial Information</b>						
4	Enter retirement health care system's assets (system fiduciary net position ending)	Most Recent Audit Report	-				
5	Enter retirement health care system's liabilities (total OPEB liability)	Most Recent Audit Report	19,620				
6	Funded ratio	Calculated	0.0%				
7	Actuarially determined contribution (ADC)	Most Recent Audit Report	1,547				
7a	Do the financial statements include an ADC calculated in compliance with <a href="#">Numbered Letter 2018-3?</a>	Most Recent Audit Report	NO				
8	Governmental Fund Revenues	Most Recent Audit Report	59,971,929				
9	All systems combined ADC/Governmental fund revenues	Calculated	0.0%				
<b>10</b>	<b>Membership</b>						
11	Indicate number of active members	Actuarial Funding Valuation used in Most Recent Audit Report	64				
12	Indicate number of inactive members	Actuarial Funding Valuation used in Most Recent Audit Report	-				
13	Indicate number of retirees and beneficiaries	Actuarial Funding Valuation used in Most Recent Audit Report	3				
14	Provide the amount of premiums paid on behalf of the retirants	Most Recent Audit Report or Accounting Records	10,800				
<b>15</b>	<b>Investment Performance</b>						
16	Enter actual rate of return - prior 1-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	0.00%				
17	Enter actual rate of return - prior 5-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	0.00%				
18	Enter actual rate of return - prior 10-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	0.00%				
<b>19</b>	<b>Actuarial Assumptions</b>						
20	Assumed Rate of Investment Return	Actuarial Funding Valuation used in Most Recent Audit Report	0.00%				
21	Enter discount rate	Actuarial Funding Valuation used in Most Recent Audit Report	1.50%				
22	Amortization method utilized for funding the system's unfunded actuarial accrued liability, if any	Actuarial Funding Valuation used in Most Recent Audit Report	Level Dollar				
23	Amortization period utilized for funding the system's unfunded actuarial accrued liability, if any	Actuarial Funding Valuation used in Most Recent Audit Report	30				
24	Is each division within the system closed to new employees?	Actuarial Funding Valuation used in Most Recent Audit Report	No				
25	Health care inflation assumption for the next year	Actuarial Funding Valuation used in Most Recent Audit Report	0.00%				
26	Health care inflation assumption - Long-Term Trend Rate	Actuarial Funding Valuation used in Most Recent Audit Report	0.00%				
<b>27</b>	<b>Uniform Assumptions</b>						
28	Enter retirement health care system's actuarial value of assets using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	-				
29	Enter retirement health care system's actuarial accrued liabilities using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	18,308				
30	Funded ratio using uniform assumptions	Calculated	0.0%				
31	Actuarially Determined Contribution (ADC) using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	1,403				
32	All systems combined ADC/Governmental fund revenues	Calculated	0.0%				
<b>33</b>	<b>Summary Report</b>						
34	Did the local government pay the retiree insurance premiums for the year?	Accounting Records					
35	Did the local government pay the normal cost for employees hired after June 30, 2018?	Accounting Records					
36	Does this system trigger "underfunded status" as defined by PA 202 of 2017?	<b>Primary government triggers:</b> Less than 40% funded AND greater than 12% ARC/Governmental fund revenues. <b>Non-Primary government triggers:</b> Less than 40% funded	YES	NO	NO	NO	NO

Requirements (For your information, the following are requirements of P.A. 202 of 2017)
Local governments must post the current year report on their website or in a public place
The local government must electronically submit the form to its governing body.
Local governments must have had an actuarial experience study conducted by the plan actuary for each retirement system at least every 5 years
Local governments must have had a peer actuarial audit conducted by an actuary that is not the plan actuary OR replace the plan actuary at least every 8 years.

By emailing this report to the Michigan Department of Treasury, the local government acknowledges that this report is complete and accurate in all known respects.

## Environmental Health - Benchmark Data Board of Commissioner Report



	January		February		March		April		May		June	July	August	September	October	November	December
Total Applications Received for the Month	135		166		186		202		180		208						
14 Business Days for the Month are Permits received during	12/23 thru 1/7	1/8 thru 1/23	1/24 thru 2/6	2/7 thru 2/18	2/19 thru 3/13	3/14 thru 3/27	3/28 thru 4/10	4/11 thru 4/24	4/25 thru 5/8	5/9 thru 5/20	5/21 thru 6/12						
Incomplete and/or Unpaid Submissions within 14 Business Days	5	5	14	19	18	8	9	26	5	10	29						
Total Eligible for Completion within 14 business day window	37	31	62	79	91	62	81	81	65	69	122						
Submissions Not Completed within Eligible Time Period	2	0	0	1	0	0	2	2	0	1	4						
Total Completed	35	31	62	78	91	62	79	79	65	68	118						
Percentage Complete	95%	100%	100%	99%	100%	100%	98%	98%	100%	99%	97%						

Applications completed prior to 14 day turnaround (only those with proper documentation and fees paid): **Total Completed divided by Total Eligible for Completion within 14 business day window = Percentage Complete**

Number	Percentage
118/122	97%

**14 business days from May 21 - June 12**

	January		February		March		April		May		June	July	August	September	October	November	December
Total Applications Received	135		166		186		202		180		208						
5 Business Days for Communication	1/10 thru 1/23	1/24 thru 2/6	2/7 thru 2/18	2/19 thru 3/6	3/7 thru 3/27	3/28 thru 4/10	4/11 thru 4/24	4/25 thru 5/8	5/9 thru 5/22	5/23 thru 6/5	6/6 thru 6/26						
Total Eligible for Communication	36	76	98	73	103	90	107	79	79	80	143						
Total Not Communicated to within 5 Business Days	1	0	2	0	0	0	0	0	1	0	0						
Total Communicated to within 5 Business Days	35	76	96	73	103	90	107	79	78	80	143						
Percentage Complete	97%	100%	98%	100%	100%	100%	100%	100%	99%	100%	100%						

Customers that have been contacted within 5 business days: **Total Communicated to within 5 Business Days divided by Total Eligible for Communication**

Number	Percentage
143/143	100%

**5 business days from June 6 - June 26**

# Environmental Health - Total Services Board of Commissioner Monthly Report



## APPLICATIONS RECEIVED

	January	February	March	April	May	June	July	August	September	October	November	December	YTD Total
Well	40	45	52	54	37	58							286
Septic	32	56	53	68	46	54							309
Loan Eval.	7	13	7	17	11	11							66
MDHHS Eval.	5	7	3	6	5	8							34
SESC	36	26	47	46	57	51							263
Raw Land/Soil Eval.	15	19	21	8	21	22							106
Investigative Fieldwork	0	0	3	3	3	4							13
<b>Monthly Totals</b>	<b>135</b>	<b>166</b>	<b>186</b>	<b>202</b>	<b>180</b>	<b>208</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1077</b>

## SERVICES PROVIDED

PERMITS ISSUED	January	February	March	April	May	June	July	August	September	October	November	December	YTD Total
Well	37	37	52	46	34	62							268
Septic	36	40	63	45	51	60							295
Loan Eval.	3	13	11	5	7	13							52
MDHHS	5	7	5	2	7	4							30
SESC	31	38	35	40	40	43							227
Raw Land/ Soil Eval.	11	17	13	8	13	16							78
<b>Monthly Totals</b>	<b>123</b>	<b>152</b>	<b>179</b>	<b>146</b>	<b>152</b>	<b>198</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>950</b>

Other Services Completed	January	February	March	April	May	June	July	August	September	October	November	December	YTD Total
Well Finals	87	85	29	40	18	11							270
Septic Finals	21	14	29	34	37	28							163
SESC Inspections	10	14	14	173	267	259							737
Investigative Fieldwork	0	0	3	3	3	4							13
<b>Monthly Totals</b>	<b>118</b>	<b>113</b>	<b>75</b>	<b>250</b>	<b>325</b>	<b>302</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1183</b>

<b>Total Services Provided</b>	<b>241</b>	<b>265</b>	<b>254</b>	<b>396</b>	<b>477</b>	<b>500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4266</b>
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# Monkeypox: Get the Facts

- Monkeypox is a rare disease caused by the monkeypox virus
- Monkeypox can make you sick including a rash or sores (pox), often with an earlier flu-like illness
- Monkeypox can spread to anyone through close, personal, often skin-to-skin contact including:
  - Direct contact with monkeypox rash, sores or scabs
  - Contact with objects, fabrics (clothing, bedding, or towels), and surfaces that have been used by someone with monkeypox
  - Through respiratory droplets or oral fluids from a person with monkeypox
- This contact can happen during intimate sexual contact including:
  - Oral, anal, and vaginal sex
  - Hugging, massage, or mutual masturbation
  - Kissing and talking closely
  - Touching fabrics and objects during sex that were used by a person with monkeypox, such as bedding, towels and sex toys
- We know the virus can be spread in fluid or pus from monkeypox sores, and are trying to better understand if virus could be present in semen or vaginal fluids



## What Are the Symptoms?

- Early flu-like symptoms of monkeypox can include:
  - Fever
  - Headache
  - Muscle aches and backache
  - Swollen lymph nodes
  - Chills
  - Exhaustion



- A rash or sores, sometimes located on or near the genitals or anus, but sometimes in other areas like the hands, feet, chest or face – sores will go through several stages before healing
- Sores may be inside the body, including the mouth, vagina, or anus
- Some people experience a rash or sores first, followed by other symptoms and some only experience a rash or sores
- Monkeypox can be spread from the time symptoms start until all sores have healed and a fresh layer of skin has formed – this can take several weeks

## If You Have a New or Unexplained Rash, Sores, or Other Symptoms...

- See your healthcare provider – if you don't have a provider or health insurance, visit a public health clinic near you
- When you see a healthcare provider for possible monkeypox, remind them that this virus is circulating in the community
- Avoid sex or being intimate with anyone until you have been checked out



## If You or Your Partner Have Monkeypox...

- Follow the treatment and prevention recommendations of your healthcare provider
- Avoid sex or being intimate with anyone until all your sores have healed and you have a fresh layer of skin formed.



For more information, please visit [www.cdc.gov/monkeypox](http://www.cdc.gov/monkeypox)

# ALLEGAN COUNTY SCRAP TIRE RECYCLING EVENTS



## Salem Township Transfer Station

August 6 | 4145 29th St.  
9:00a until full! | Dorr, MI

\*No registration. First come, first serve until full

---

## Allegan/Trowbridge Area

**August 13** | Registration Required  
Location will be provided

Register using QR code  
or visit

[https://waitwhile.com/welcome/  
allegancountycountyw](https://waitwhile.com/welcome/allegancountycountyw)



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Register using QR code  
or visit

[https://waitwhile.com/welcome/  
allegancountyscrapti](https://waitwhile.com/welcome/allegancountyscrapti)



## Otsego/Plainwell Area

**August 30** | Registration Required  
Location will be provided



# COVID-19 AND OTHER EMERGING PUBLIC HEALTH TOPICS

## BOARD OF COMMISSIONER UPDATE

JULY 12, 2022

Data as of July 11, 2022

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**EXECUTIVE SUMMARY**

The following report contains COVID-19 related data from June 24, 2022, to July 7, 2022, on the 5 mitigation components Allegan County Health Department (ACHD) previously identified. Allegan County is currently at a low COVID-19 community level, and the Test Positivity Rate for Allegan County has been trending downward since the last reporting period, and cases have decreased as well since the last report. ACHD continues to monitor local, statewide, and global COVID-19 data, and continues to follow Michigan Department of Health and Human Services (MDHHS) and the Centers for Disease Control and Prevention (CDC) recommendations.

**WHAT'S NEW:** This report contains local COVID-19 data for Allegan County, information on the Novavax vaccine, wastewater surveillance, emerging variant updates, and other resources regarding COVID-19 mitigation. This report also contains epidemiological surveillance and health education on other ongoing and emerging public health topics including monkeypox, avian influenza, Harmful-Algal Blooms, adenovirus and acute hepatitis, vector-borne diseases, and other regional epidemiological topics at a quick glance.

An overview of COVID-19 data in Allegan County from 6/24/22 to 7/7/22 can be found in the graphic below:



Cases and deaths decreased since the previous two-week reporting period. The number of hospitalizations increased since the previous reporting period.

FACILITY TYPE	NUMBER OF NEW OUTBREAKS	NUMBER OF NEW CLUSTERS	NUMBER OF ONGOING OUTBREAKS	NUMBER OF ONGOING CLUSTERS
SCHOOL	0	0	0	0
BUSINESS	0	0	0	0
LONG TERM CARE FACILITY	0	0	3	0
CORRECTIONAL FACILITY	1	0	1	0

\*The number of new outbreaks reported for all facility types plateaued.

Correction from 6/21 report: COVID-19 cases were a 12.9% decrease, not a 14.8% decrease.

Previous BOC reports that may include background information for some of the topics discussed in this current report can be found [here](#).

**COVID-19 MITIGATION COMPONENTS**



Allegan County currently is at a low community transmission level for COVID-19. **ACHD continues to recommend the following:**

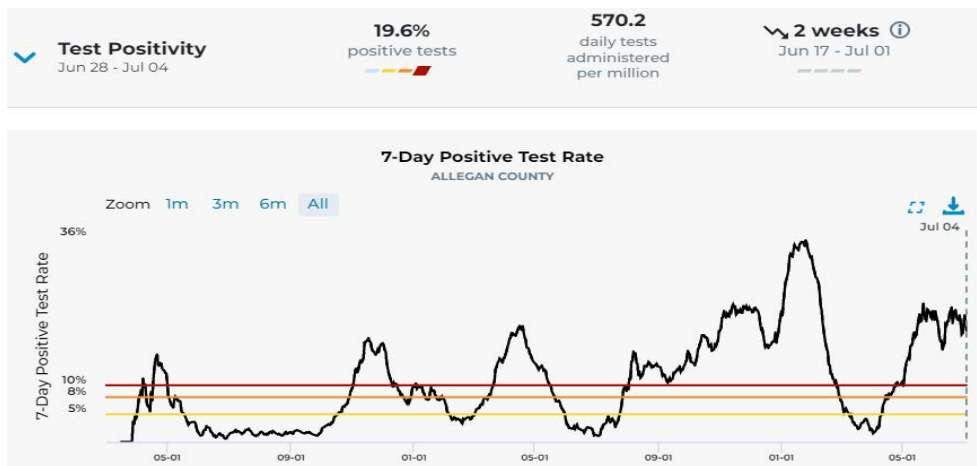
- Staying up-to-date on your COVID-19 vaccines
- Getting tested if you have symptoms, before and after traveling, and before gathering with others.



COVID-19 Community Levels are a tool to help communities decide what prevention steps to take based on the latest data. These Community Levels can be low, medium, or high and **are determined by looking at hospital bed utilization, hospital admissions, and the total number of new COVID-19 cases in an area.** Find more about COVID-19 Community levels [here](#).

ENHANCED ABILITY TO TEST

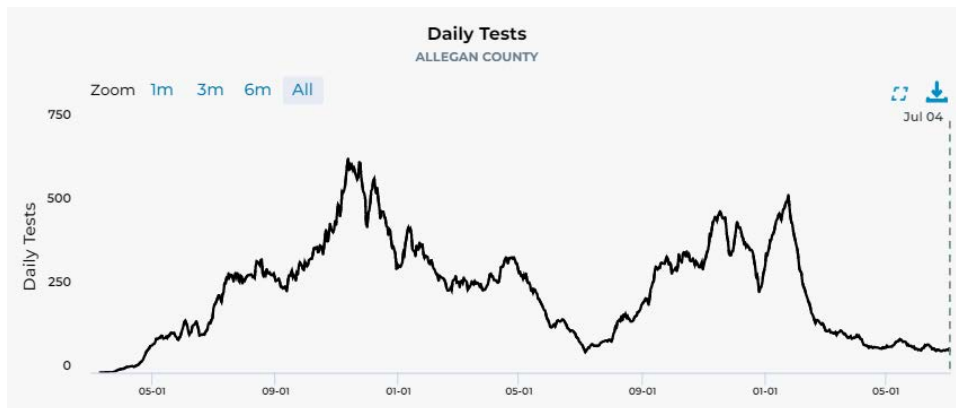
COUNTY-LEVEL DATA AS OF JULY 4, 2022



The Test Positivity Rate for Allegan County has been trending **downward** for two consecutive weeks after a slight increase in the two weeks prior. **The 7-day positivity rate for Allegan County as of July 4 was 19.6% with 570.2 daily tests administered per million. This indicates a 1.1% decrease in the 7-day positivity compared to the 6/8/2022 to 6/14/2022 reporting period, which had 671.8 daily tests administered per million.**

TEST AVAILABILITY

At this time, at-home tests are not reported in the Michigan Disease Surveillance System (MDSS) and therefore, are not included in the test positivity rates or case counts.



**See Appendix below for a list of testing resources available to community members.**

**NEW:** Residents in qualifying zip codes can order a second round of free at-home COVID-19 test kits from Project ACT at [AccessCovidTests.org](https://AccessCovidTests.org). This is in addition to other free test kits available from [covidtests.gov](https://covidtests.gov), and [pick-up locations in Allegan County](#).

ROBUST CASE INVESTIGATION AND CONTACT TRACING

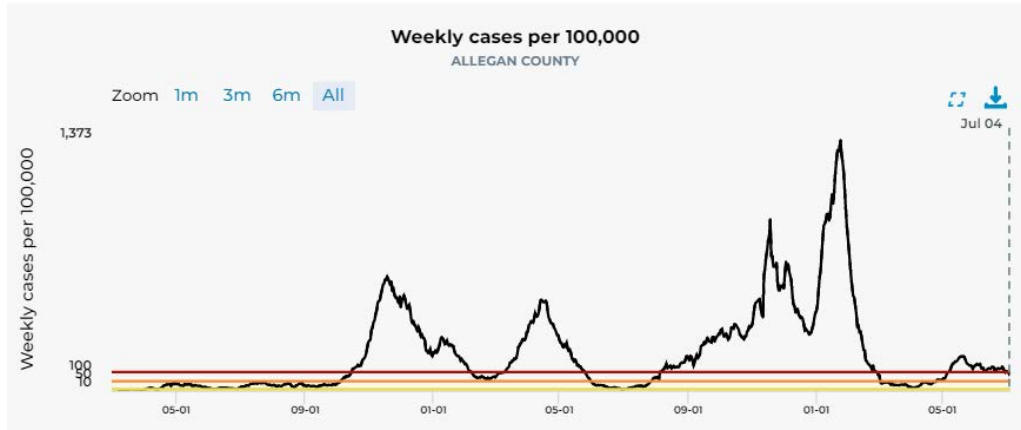
ALLEGAN COUNTY COVID-19 COMMUNITY LEVEL: LOW

**New Cases**  
Jun 28 - Jul 04

**84.7**  
weekly cases per 100,000 population

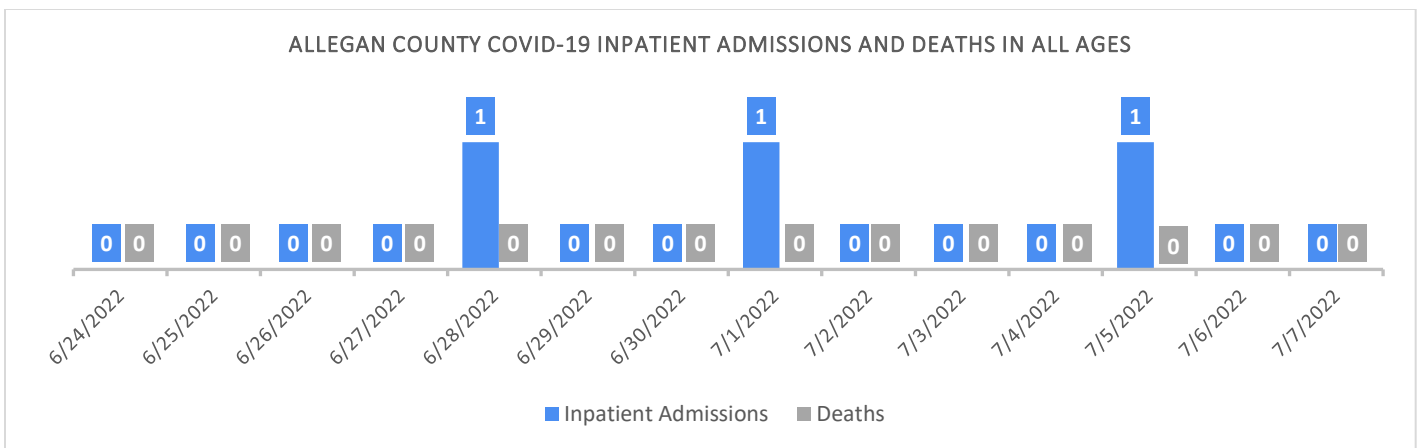
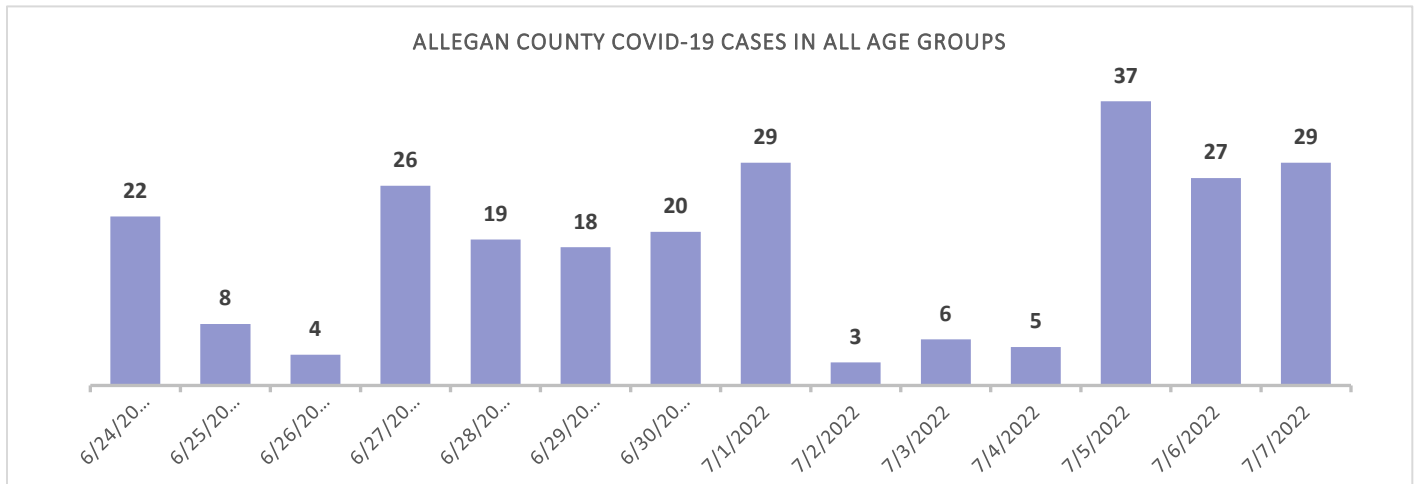
**100**  
weekly cases

As of 7/4/2022, Allegan County remained at a low COVID-19 community level based on the CDC framework. **Models showed a significant decrease in cases compared to the 6/8/2022 to 6/14/2022 reporting period. During the period 6/28/2022 to 7/4/2022, Allegan County's new weekly case rate was 84.7 per 100,000 population with 100 weekly cases.**



**Weekly cases decreased by more than 29% since the 6/8/2022 to 6/14/2022 reporting period (119.4 per 100,000 and 141 weekly cases).**

OVERVIEW OF COVID-19 CASES AND DEATHS IN THE LAST TWO WEEKS (6/24/2022 to 7/7/22)



DURING 6/24/2022 TO 7/7/2022 FOR ALLEGAN COUNTY:

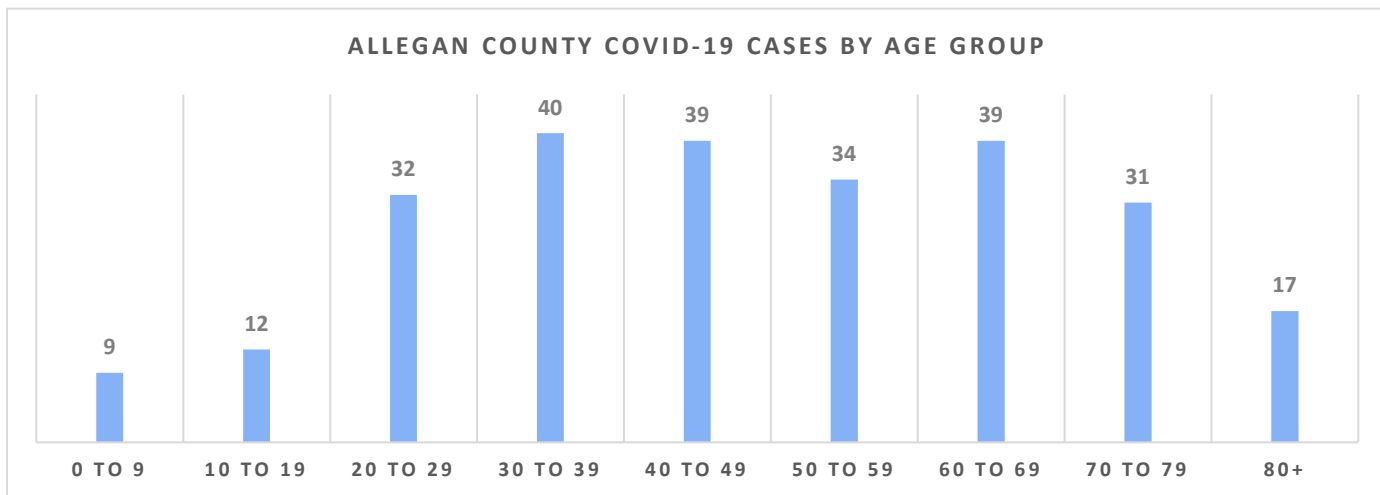
- **253 total cases** were reported via the Michigan Disease Surveillance System (MDSS)
  - o 168 confirmed cases and 85 probable cases related to SARS-CoV2 infection as reported
- 15.8% of the cases were reported in the 30 to 39 age group, which had the highest number of cases during this timeframe
- **Three reported hospitalizations** related to SARS-CoV-2 infection
- There were **no reported deaths** related to SARS-CoV-2 infection
- All inpatient admissions associated with COVID-19 during this timeframe were reported in individuals aged 70+ years
- 7.1% of the cases were reported to be related to international, domestic, and/or in-state travel
- From 6/23/2022 to 7/6/2022, **positivity rate<sup>1</sup>** was a reported 19.81%
- Cases, hospitalizations, and deaths related to SARS-CoV-2 infection have plateaued or decreased since June 5, 2022. This is synonymous with the current statewide patterns for COVID-19 metrics

ACHD continues to monitor the COVID-19 metrics for hospitalizations and deaths as this can show the risk of a medically significant COVID-19 variant or healthcare system strain.

CASE INVESTIGATION<sup>2</sup>

ACHD is currently working to investigate all communicable disease cases. Prioritized groups for case investigation, when applicable, include individuals over the age of 65, school-aged individuals, and individuals that live or work in congregate care settings. During the case investigation process, ACHD works to ensure all basic needs are being met for individuals and their families. All cases receive a Patient Education Genius (PEG) notification that is provided via email or text messages for a case investigation form.

CASES IN THE LAST TWO WEEKS, BY AGE GROUP (6/24/2022 TO 7/7/2022)



From 6/24/2022 to 7/7/2022, 4% of cases were reported as asymptomatic in the Michigan Disease Surveillance System (MDSS). As displayed in the chart above, the school-age population remains plateaued compared to other age groups, which is similar with the current statewide pattern of case rates. Overall, cases in all age groups are plateauing or decreasing in Allegan County similar to case patterns across Michigan.

- **9.9%** of cases were **in quarantine** at the time of symptom onset or positive test
- **17.8%** of investigated cases were **household close contacts<sup>3</sup>**

<sup>1</sup> As reported in the MI-HAN Regional Data File; Positivity Rate is calculated for percent positive persons for day and county, from 06/16/2022 to 06/29//2022

<sup>2</sup> Case investigation consists of contacting the individual and asking standard questions related to the disease and identifying those who might have been exposed.

<sup>3</sup> Household contact: person lived with someone who tested positive and later tested positive themselves.

- 2% of cases were reported as **community contacts**<sup>4</sup>
- 13% of cases were close contacts to those who work or live in a **high-risk/congregate facility**

**Notifying close contacts helps individuals know about exposure and allows close contacts to make decisions based on their own risk assessment.**

**253 cases** were reported in the MDSS from 6/24/2022 to 7/7/2022

#### EXPOSURE LETTERS AND CLOSE CONTACTS

ACHD sends potential Exposure Letters for COVID-19, similar to other communicable disease letters. Potential Exposure Letters are sent to school-aged individuals based on classroom and bus lists provided by schools. Quarantine might be required if there is an identified outbreak or ongoing spread in the facility. Recommendations regarding masking and quarantine may change as conditions evolve or if Allegan County moves to a high level of community transmission, based on the CDC framework.

**6,990 exposure letters** were sent out as of July 11, 2022

**0 close contacts** are currently being monitored as of July 11, 2022

#### OUTBREAKS & CLUSTERS IN ALLEGAN COUNTY

The following table shows the number of outbreaks<sup>5</sup> that ACHD has identified for high-risk settings as of July 7, 2022. **ACHD has identified one new outbreak related to Long-Term Care Facilities<sup>6</sup> and one new outbreak related to other congregate-care facilities, since the last update.** No new outbreaks or clusters were identified for schools since the last report on May 24, 2022. ACHD has not identified any new outbreaks for businesses since February 17, 2022. ACHD reported four ongoing outbreaks to MDHHS as of July 7, 2022.

ACHD has developed COVID-19 Business Mitigation Strategies Survey for businesses, Long-Term Care Facilities, daycares and schools to provide us with information on the current mitigation strategies they have in place. The surveys are sent out when an outbreak has been identified at a location.

Type of Setting	Total Number of Outbreaks*
School	18
Business	8
Long Term Care <sup>6</sup>	27
Other Congregate Facilities <sup>α</sup>	3

\*Includes clusters per requirement indicated in MDSS' outbreak investigation fields to assign an outbreak code for 'clusters'

<sup>β</sup>Includes Skilled Nursing Facilities (SNF), Adult Foster Care (AFC), Home For the Aged (HFA), Assisted Living, and Independent Living facilities

<sup>α</sup>Includes jails, correctional facilities, and shelters

#### LONG TERM CARE & OTHER CONGREGATE CARE FACILITIES

As of July 8, 2022, ACHD has connected **11 LTCFs** in Allegan County with the iPRAT Team for additional mitigation assistance<sup>7</sup>.

Starting in July 2022, a **monthly LTCF newsletter** will be distributed to all LTCF facilities to stay up to date with current guidance, especially those facilities who have never had a case of COVID-19.

<sup>4</sup> Community contact: person who was identified as a close contact in a setting other than a household

<sup>5</sup> Outbreak investigation codes are assigned by the first date of onset

<sup>6</sup> Data from 10/21/2021

<sup>7</sup> An outbreak investigation is initiated when a resident at a Long-Term Care Facility (LTCF) is identified as a confirmed case of COVID-19. For correctional facilities, either a confirmed or a probable COVID-19 case will prompt an outbreak investigation. MDHHS offers further support for facilities via the Infection Prevention and Resource Assessment Team (iPRAT) when ACHD identifies facilities that are experiencing a large number of positive COVID-19 tests.

Data as of July 11, 2022



In Michigan, the number of LTCFs reporting three or more cases in a single reporting period **increased** in Adult Foster Care (AFC)/Home for the Aged (HFA) from 11 to 17, and **decreased** in Skilled Nursing Facilities (SNF) from 24 to 19, since the last Michigan Data and Modeling update on June 28, 2022. According to statewide data<sup>8</sup>, the case counts reported for residents in AFC/HFA **increased** since the last week, while cases for staff in these facilities have **plateaued**. Case counts reported for both residents and staff in SNF have **decreased**. Cases within LTCFs continue to be higher among staff than among residents, which has been the case throughout the Delta and Omicron surges.

506 resident cases and 53 resident deaths have been reported from January 1, 2020, to June 28, 2022<sup>9</sup>

819 staff cases have been reported from January 1, 2020, to June 28, 2022

Many of the LTCFs in Allegan County are experiencing staffing shortages. As of July 5, 2022, in Michigan 30% of SNF reported nursing shortages and 31% of SNFs are reported aide shortages; these numbers have been about the same for the last seven weeks.

## SUFFICIENT HEALTH CARE CAPACITY

### HOSPITALIZATIONS

Allegan County falls in the Region 5 Health Care Coalition. Some community members will also access hospitals in the Region 6 Health Care Coalition (Grand Rapids-Holland Region). The chart below lists the hospitals that Allegan County community members may access for COVID-19 and non-COVID-19-related health needs and their current capacity levels.

**UPDATE:** Most hospitals have seen an increase in COVID-19 patients since the last reporting period.

The following figures show the current percentage of inpatient beds treating COVID-19 patients, for the Grand Rapids Region (Region 6), and Kalamazoo Region (Region 5). The **Grand Rapids Region** had **4.2%** of inpatient beds that are COVID-19 positive, as of July 4, 2022, which is **.4% higher** than the previous reporting period, June 8 to June 14. The **Kalamazoo Region** had **4.9%** of inpatient beds that are COVID-19 positive, as of July 4, 2022, which is **.6% higher** than the previous reporting period, June 8 to June 14.

### HOSPITALS IN THE ALLEGAN COUNTY AREA

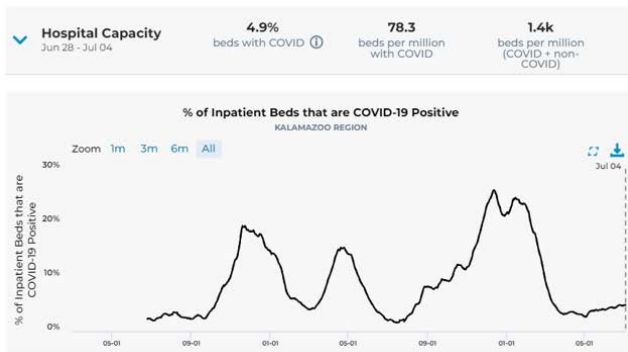
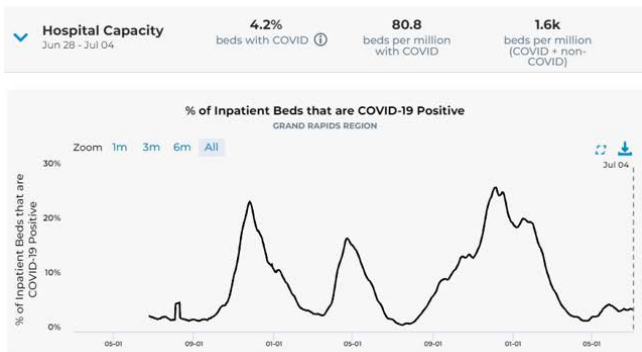
Note: Some smaller hospitals might not have ICU beds for COVID-19 or non-COVID-19 patients

As of 7/4/2022

Hospital	COVID-19 Patients	COVID-19 Patients in ICU	Bed Occupancy %
Ascension Borgess Allegan Hospital	0	0	24%
Ascension Borgess Hospital	8	0	64%
Ascension Borgess-Pipp Hospital	0	0	59%
Bronson Methodist Hospital	20	4	85%
Bronson South Haven	0	0	50%
Holland Community Hospital	5	0	84%
Mercy Health Mercy Campus	19	1	77%
Mercy Health St. Mary's Main Campus	19	0	74%
Metro Health Hospital	6	0	78%
Spectrum Health - Blodgett Hospital	16	0	92%
Spectrum Health - Butterworth Hospital	31	6	84%
Spectrum Health Zeeland Hospital	2	0	47%
Spectrum Helen DeVos Children's Hospital	3	0	76%

<sup>8</sup> Weekly data reported by facilities with bed occupancy of at least 13 beds

<sup>9</sup> The information above represents COVID-19 data reported directly to MDHHS by licensed and operating Skilled Nursing, Home for the Aged and Adult Foster Care facilities (licensed to serve 13 or more individuals) in Michigan from January 1, 2020, through June 28, 2022



### DEATHS (7 DAY AVERAGE)

The 7-day average for daily deaths has been less than 1 for the last month, and is refelected as 0 on the Michigan Safe Start Map. For a complete view of the 7-day average daily deaths for Allegan and other counties over the course of the pandemic visit, [Dashboard | CDC | MI Start Map](#)

### BEST PRACTICES

#### SCHOOLS

MDHHS has a new dashboard showing 7-day average case numbers among K-12 age individuals (5 years old through 18 years old) by their Immediate School District (ISD) This is an interactive dashboard and will be updated weekly. View the dashboard [here](#).

#### BUSINESSES

There are no COVID-19 updates for this section. Please refer back to the [previous report from 6/21/2022](#).

#### MONKEYPOX

Since Monkeypox has been identified in Michigan, it is important for businesses, especially those of high-risk settings, to practice strong mitigation strategies, such as cleaning and disinfecting, proper PPE, and frequent handwashing. Read more specific information at [Preventing Monkeypox in Congregate Settings | CDC](#).

ADDITIONAL RESOURCES: [Social Gatherings, Safer Sex, and Monkeypox | CDC](#)

### COMMUNICATIONS

COVID-19 Health Education has been a mandated service in this response. The following are metrics related to COVID communication efforts from 6/24/2022 – 7/7/2022:

- 4 Social media posts
- 7 Education materials created/updated
- 1 Community Update created
- 2 Provider Updates sent out
- 1 Long-term care facility update sent out

### HARMFUL ALGAL BLOOMS (HABS)

Summer is peak season for the formation of harmful algal blooms (HABs) that can present health hazards to people and pets. In Michigan, algal blooms typically occur during periods of warm temperatures, lots of sun, and high nutrient levels. Blooms can look like foam or scum on the surface of water. They can also be different colors, like green, blue, red, or brown. Harmful Algae and Cyanobacteria can make toxins that hurt people and pets. If you see signs of a bloom, stay out of the water and keep your pets out of the water.

Avoid water that:

- Smells bad
- Looks discolored
- Has foam, sum, algal mats, or paint-like streaks on the surface
- Has dead fish or other animals washed up on its shore or beach

Learn more about harmful algal bloom safety at [Michigan.gov/HABs](https://Michigan.gov/HABs)

## Algae Awareness

**Have fun in the water, but always look for harmful algal blooms that can make people and pets sick.**



**DO NOT touch water or shoreline with algal blooms.**



**DO NOT swim or recreate near algal blooms.**



**DO enjoy clear water or shoreline with no algal blooms.**



**Always rinse people off after any water contact.**



**Always rinse pets off after any water contact.**

Harmful algal blooms look like: spilled paint, pea soup, floating scums, mats, sheens, clumps, or streaks







**When in doubt, keep yourself, children, and pets out!**

**Call your doctor or veterinarian** if you or your pet/animal get sick after going in the water. For more information, visit [Michigan.gov/HABs](https://Michigan.gov/HABs)



**MDHHS: AVOID FOAM ON WATERBODIES**

MDHHS recommends that Michiganders and visitors avoid foam on Michigan waterbodies such as lakes, rivers and streams.

Foam can form on any waterbody, and sometimes foam can have harmful chemicals in it. This can include high levels of per- and polyfluoroalkyl substances (PFAS). PFAS-containing foam tends to be bright white in color, lightweight, and may pile up along shores or blow onto beaches. Natural foam without PFAS is usually off-white and/or brown in color, often has an earthy or fishy scent, and tends to pile up in bays, eddies, or at river barriers such as dams.

If you come in contact with foam, MDHHS recommends that you rinse off or bathe as soon as possible. For more information, read the full news release at <https://bit.ly/3Nz7Tlv>

**SUMMER ACTIVITY FOOD SAFETY**

When enjoying different summer activities such as road trips, camping, or beach days, it’s important to have a plan for food safety to prevent yourself and loved ones from foodborne illness. Follow the tips outlined below for safe eating when on the go.

For more information on summer food safety tips click [here](#).

## On the Go Food Safety Tips

### Road Trips



- If you are going on a longer trip, take two coolers. One for the day's lunch, drinks or snacks, and the other for perishable foods to be used later
- Keep raw meat and poultry wrapped separately from cooked foods or foods meant to be eat raw (fruits or veggies)
- Pack perishable foods directly from the fridge or freezer into the cooler (meat and poultry may be packed while they are still frozen)

- Keep your hands and utensils clean when preparing food. Use disposable moist towelettes that contain at least 60% alcohol
- Think about buying shelf-stable food (foods that can survive long periods on shelves without spoiling) to ensure food safety
- Bring bottled water or other canned or bottled drinks. Water in streams and rivers is untreated and not safe for drinking

### Camping



- Partially bury your cooler in the sand, cover it with blankets, and shade it with a beach umbrella
- Bring disposable moist towelettes that contain at least 60% alcohol to clean your hands before and after eating
- Don't eat anything that has been sitting out in the sun for more than 2 hours (1 hour when the temperature is above 90 degrees)



### Beach Days



## COMMUNITY VACCINATION/HERD IMMUNITY/TREATMENT

### NOVAVAX COVID-19 VACCINE

Novavax is a COVID-19 vaccine that is currently authorized for emergency use in the European Union and by the World Health Organization (WHO) and is being used in over 40 countries. Novavax is different than mRNA vaccines like Moderna and Pfizer, and instead is a two-dose, protein-based vaccine for adults 18 years and older.

The Food and Drug Administration's (FDA) advisory committee, Vaccines and Related Biological Products Advisory Committee (VRBPAC), met on June 7 to look at Novavax clinical trial data and voted to recommend emergency use authorization. As of right now, Novavax is not currently available in the United States.

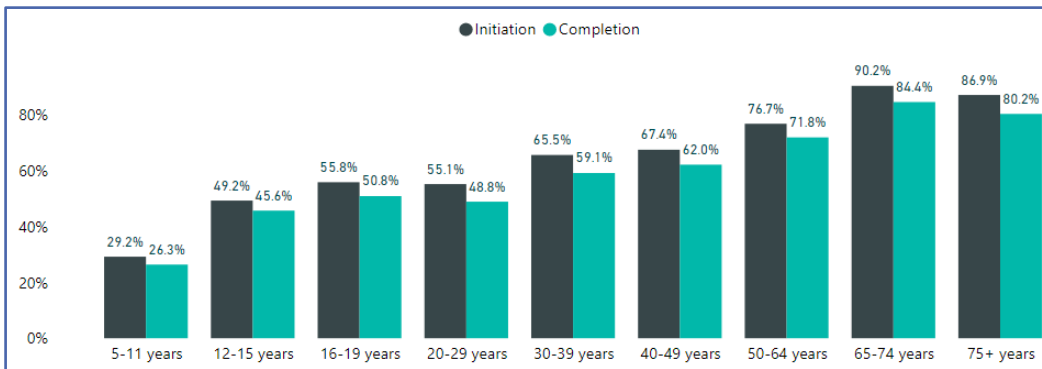
The FDA is reviewing Novavax clinical trial data, as well as the vaccine's manufacturing and distribution process. If the FDA and Centers for Disease Control and Prevention (CDC) accept the emergency use authorization recommendations, Novavax will become the 4<sup>th</sup> available COVID-19 vaccine in the United States in addition to Pfizer, Moderna, and Johnson & Johnson.

The Novavax would be another vaccine option for individuals who are allergic to one of the components in an mRNA COVID-19 vaccine. To read more about Novavax pending approval, [click here](#).

### COVID-19 VACCINE COVERAGE

#### VACCINATION COVERAGE BY AGE GROUP

Data as of July 11, 2022

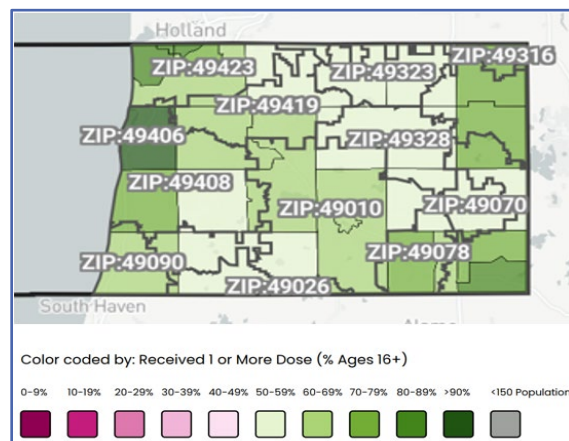


As of 7/8/2022

See Previous Reports covering Vaccine Coverage [here](#).

### VACCINATION COVERAGE BY ZIP CODE

The adjacent map shows the vaccination rates for residents aged 16 and older who received at least one dose of vaccine. The data is presented at the census tract<sup>10</sup>-level (colored sections) with an overlay of Allegan zip codes. This map gives more context for the parts community to focus on when deploying any potential vaccination campaigns. Areas in the center of the county, with lower population counts, appear to have the lowest vaccination rates, while perimeter areas on the East and West sides of the county have higher vaccination rates overall. This data is based on a total population count of 115,250 as recorded in the 2018 US Census.



### VACCINE AVAILABILITY

Vaccine availability remains high as pharmacies, doctor’s offices, and health care systems are administering vaccines. ACHD has vaccine appointments available on Thursdays each week for vulnerable populations or children in the Vaccine for Children program.

Now that children under the age of 5 are eligible for COVID-19 vaccines, parents can call ACHD to schedule an appointment for their child.

Residents are encouraged to visit [www.vaccinefinder.org](http://www.vaccinefinder.org) and [www.vaccinatewestmi.com](http://www.vaccinatewestmi.com) to find vaccination clinics near them, or call ACHD at 269-673-5411 to schedule an appointment.

ACHD works with businesses and organizations offering support and/or vaccination clinics if there is an outbreak detected and assistance needed.

*Note: Vaccine data for the 6 months to 4 years of age group has not yet been included in the vaccine data for Allegan County.*

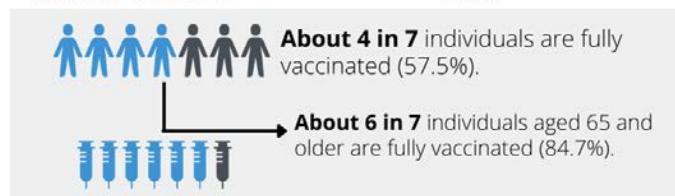
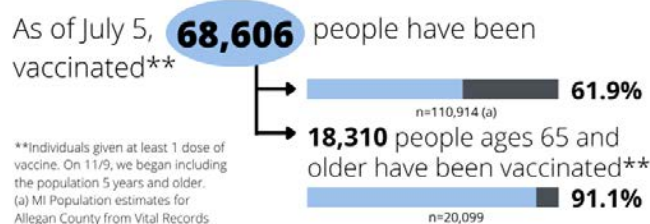
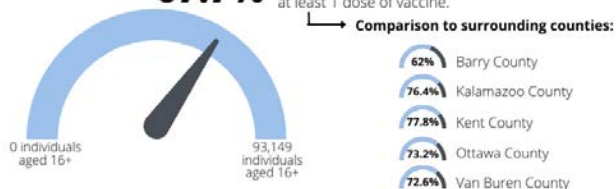
### VACCINE EFFECTIVENESS

COVID-19 vaccines continue to be an imperative layer in reducing the severity of illness, and the burden of hospitalizations and deaths, in both children and adolescents, and adults. Data and studies

## Allegan County VACCINE DATA

Updated 7/8/22  
Data as of 7/5/22

67.7% of Allegan County residents age 16+ have received at least 1 dose of vaccine.



Fully Vaccinated: Individuals (5 years and older) receiving 2 doses of Pfizer or Moderna or 1 dose of J&J.

<sup>10</sup> Census tracts are geographic entities within counties with similar characteristics such as population traits, school enrollment, poverty level, median household income, housing vacancy, etc.

Data as of July 11, 2022

continue to show that **being up to date on the COVID-19 vaccination schedule was effective even during the predominance of the Omicron variant.**

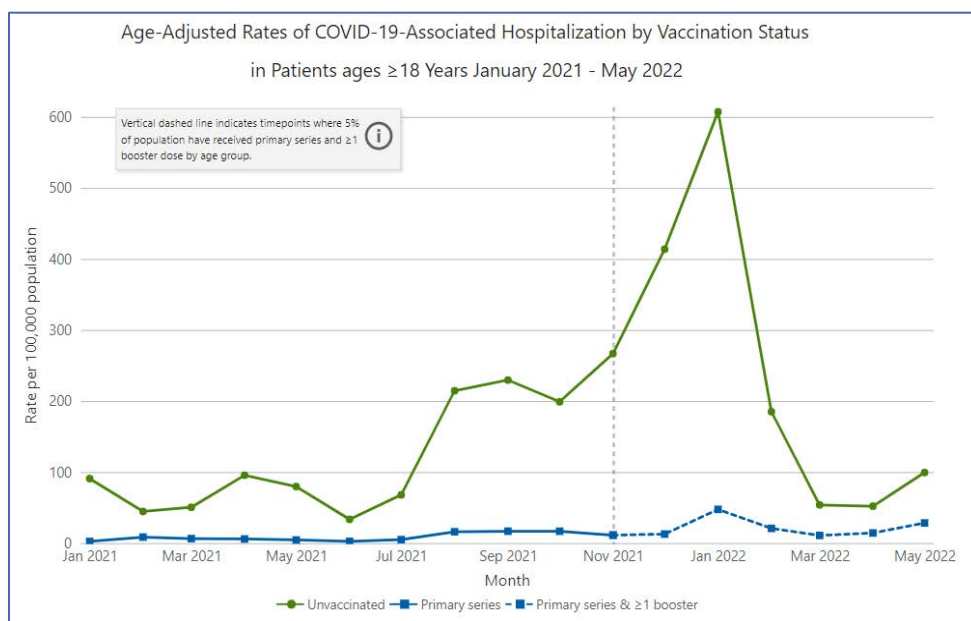
The CDC and additional partners conduct a collaborative study of COVID-19 vaccine effectiveness (VE). The evaluations from the monthly CDC studies published in May 2022 on VE, which were summarized in the previous report, can be found [here](#). Of note, the CDC further states that “VE estimates are not expected to change from month to month unless circulating variants significantly change.”

The CDC has included a population-based surveillance system called [COVID-NET](#), which routinely collects data on hospitalizations that are associated with laboratory-confirmed COVID-19 cases in children and adults. Currently, this data runs through a network of 250 acute-care hospitals in 14 states and shows numbers associated with hospitalization based on vaccination status according to their week of hospital admission. For all adults 18 years and older, the hospitalization rates are adjusted to reflect the structure of the age of the COVID-NET population.

The following [data](#) was released by the CDC on June 23, 2022 from the breakthrough surveillance associated with the burden of hospitalizations and deaths through May 2022, **by vaccination status**:

## HOSPITALIZATIONS

- The monthly rates of hospitalizations that were associated with COVID-19 in individuals that were 18 and older were 3.5 times higher in those that were unvaccinated.
- The risk of COVID-19 hospitalization was 1.4 times higher in unvaccinated children ages 5 to 11 years old, and 2.1 times higher in adolescents 12 to 17 years old that were unvaccinated.
- The July 5 [data and modeling](#) observed that COVID-19



hospital admissions for children follow statewide trend with a majority of hospital admissions among those under 18 years of age had occurred in individuals in the age group of 0 to 11.

The chart above is based on the data that was collected from January 2021 through June 23, 2022 by CDC’s COVID-NET surveillance unit. The chart depicts COVID-19 associated hospitalizations through May 2022 and reflects age-adjusted rate ratio<sup>11</sup> based on person-time<sup>12</sup> by vaccination status and/or booster dose per 100,000 population.

As seen in this chart, individuals that are fully vaccinated (blue line) have a significantly lower likelihood to be hospitalized with the SARS-CoV-2 virus; the level of protection against the virus increases with an additional booster dose (dotted blue line). The vertical dashed line (gray) shows time points in which 5% of the population have received primary series<sup>13</sup> and an additional booster dose by age group.

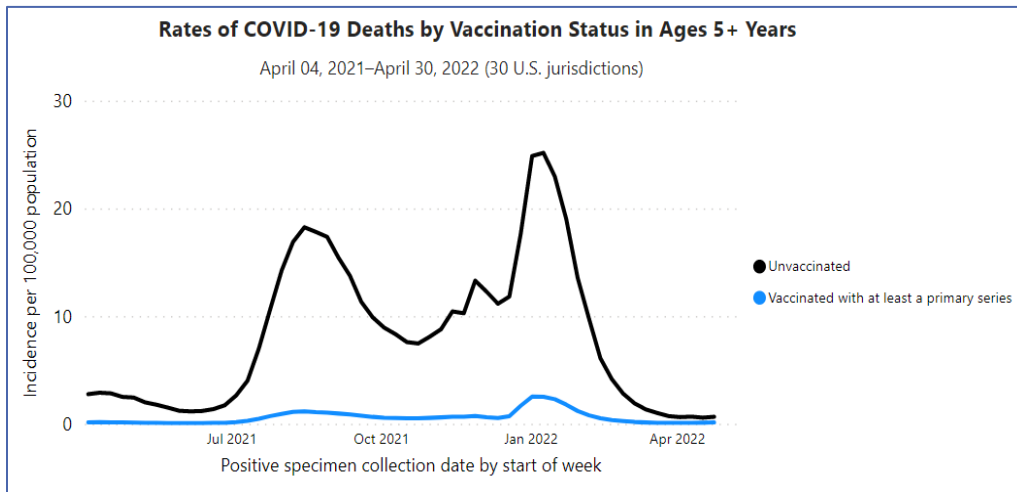
## DEATHS:

<sup>11</sup> Rate ratios compare the rate of COVID-19 hospitalizations among unvaccinated persons to the rate among vaccinated persons

<sup>12</sup> Person-time takes into account changing numbers of vaccinated and unvaccinated persons in the population over time

<sup>13</sup> Primary series is defined as “vaccine administered as the first dose for 1-dose series and second dose for 2-dose series.”

- The risk of COVID-19 associated deaths were 6 times higher in unvaccinated people 5 years and older through the month of April, 2022.
- **Unvaccinated individuals in the age groups of 12 years and older showed an 8 times higher risk of dying from COVID-19** through April, 2022, compared to individuals that had received a primary series of the vaccine and two or more booster doses.



- The latest [data and modeling](#) included some additional information derived from the death certificate data (collected by the National Center for Health Statistics from March 1, 2021 through April 30, 2022.) According to these data, **COVID-19 is the leading cause of death among infectious diseases** for people **ages 0 to 19**, which further establishes the need for being [up to date](#) on the COVID-19 vaccination schedule.

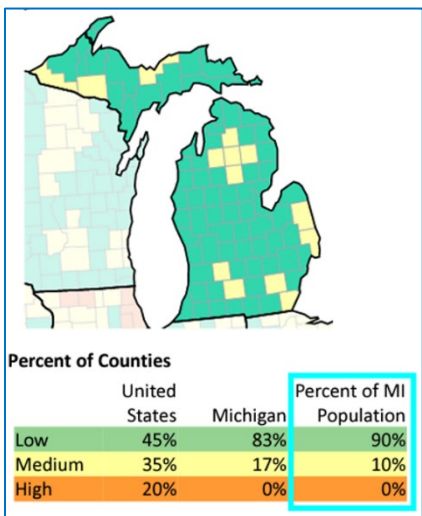
The chart above is based on the data that was collected from April 2021 through April 2022 by CDC’s COVID-19 Response, Epidemiology Task Force, Analytics and Surveillance: Vaccine Breakthrough Unit. The chart depicts COVID-19 associated deaths through by vaccination status and incidence per 100,000 population. As can be seen in this chart, individuals that are fully vaccinated (blue line) have a significantly lower likelihood of dying from a SARS-CoV-2 infection than those individuals that have no record of a COVID-19 vaccination administered (black line). Unvaccinated individuals in ages 5 years and older show 2 times higher the risk of testing positive for COVID-19 than those that were vaccinated with at least a primary series.

**BREAKTHROUGH SURVEILLANCE DATA:** For more information and the latest data on the rates of COVID-19 breakthrough cases, hospitalizations, and deaths, please refer to [CDC COVID Data Tracker: Rates of COVID-19 Cases and Deaths by Vaccination Status](#).

**LOCAL HEALTH DEPARTMENT (LHD) BREAKTHROUGH DATA DISTRIBUTION**

Refer to the [previous report from 6/21/22](#) for updates regarding breakthrough data distribution.

**STATEWIDE COVID-19 SURVEILLANCE**



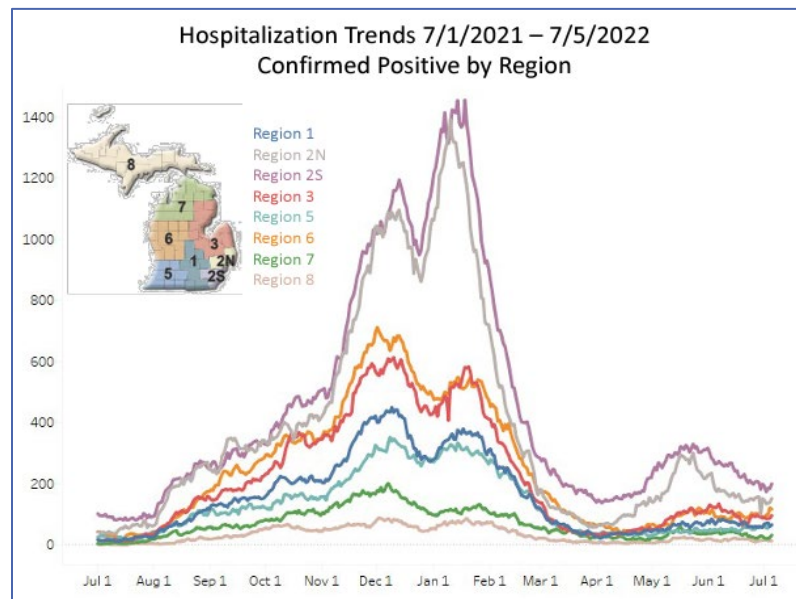
Statewide, as of **July 5, 2022**, [Michigan Coronavirus Data](#) reports a total of **2,619,533 cases** and **36,982 deaths** related to the SARS-CoV-2 infection.

In the July 5, 2022 MDHHS’ data and modeling [update](#), it is reported that **0%** of Michigan counties are at **High COVID-19 Community Levels**, which is a significant decrease from mid-June; **83%** of counties are at **Low Community Levels** per data as of June 30, 2022. Michigan counties that are at Medium COVID-19 community levels are currently at 17% percent, which is a decrease from mid-June.

Current observations of case rates across Michigan demonstrate a plateaued pattern, however, is indicative of potential increases (See slide 8 from 7/5/22 [MI COVID response Data and modeling update \(michigan.gov\)](#)). The 7-day case rates in all age groups are showing mixed trends as they continue to plateau in both daily confirmed and probable cases per million. Case rates are highest in the 30 to 39 age groups, followed by 80+ age group and the 40 to 49 age groups.

Data as of July 11, 2022

Hospital admissions associated with COVID-19 continue to remain lower than previous surges; admissions in most age groups have plateaued over the past week. An average of 104.3 COVID-19 hospital admissions per day was reported statewide through July 4, 2022, which is a decrease from the previous week [Data and modeling](#) shows that trends for **daily hospital admissions has seen a plateau (+1%)** since the last week of June, 2022 (versus -8% in the prior week of June 20, 2022.) Data through June 24, 2022 shows that **the 7-day average death rate remains decreased** for individuals in the age group over 80 years.



The adjacent chart shows data distribution across the Preparedness Regions as of July 5, 2022 data and modeling [update](#). The data indicates that during the current week, hospitalizations have either decreased or plateaued in Regions 2N, 2S, and 3; hospitalizations have increased in Regions 1, 5, 6, 7, and 8. **COVID+ census in hospitals has increased by 5% from last week**; the overall census is currently 742 patients. COVID+ patients in Intensive Care Units (ICUs) **decreased by 2%** since the last week of June; ICU occupancy is below 85% in all regions except Region 3. Statewide data shows decreases in COVID-positive hospitalizations in the 60 to 80 age group with 20 to 30 daily hospital admissions. Data observations from all prior surges (Alpha and Delta waves) indicate that **vaccinations and therapeutics have played a significant role in the decrease of severe**

**disease burden.** Although the current surge shows an uptick in patients hospitalized with COVID-19, **there have not been an increase in ICU and ventilators usage related to COVID-19.**

#### MICHIGAN 7-DAY METRICS/DATA SURVEILLANCE<sup>14</sup> AS OF JULY 7, 2022

Cases	Percent Positivity	Deaths	New Hospital Admissions	% of Population ≥ 5 Years of Age Fully Vaccinated
13,102	15-19.9%	64	101.43	64.3%

Michigan remains in the *recovery phase*<sup>15</sup> due to current case rates and hospitalizations and increased access to mitigation measures. **Administration of COVID-19 vaccinations and booster doses remain a critical component during the recovery phase.**

#### NATIONWIDE COVID-19 SURVEILLANCE

Total cases nationwide as of July 8, 2022, is **88,547,882 (up 2,489,361 from June 17, 2022)**. **1,020,816 total deaths (up 8,169 from June 17, 2022)** have been reported as of July 8, 2022; which accounts for more than 15% of total deaths worldwide.

Region 5 States with the Highest COVID-19 Case Rates	Cases Reported in the Last 7 Days†	Deaths Reported in the Last 7 Days†
Illinois	25,770	64
Wisconsin	9,335	34

†Data reported by the [CDC COVID-19 Data Tracker](#) as of July 7, 2022

#### REGION 5 (MIDWEST) UPDATE

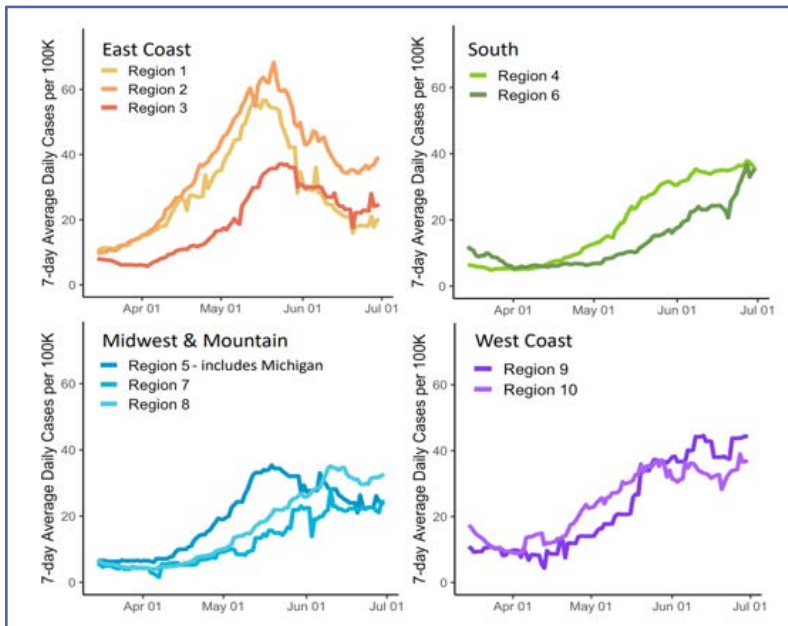
As of July 8, 2022, cases are plateaued or increasing in the United States. Overall, case rates increased 7% in the past week. Most Midwestern states (region 5) are at a plateau but parts of the U.S. (South and West) are seeing increases. As of July 5, 2022,

<sup>14</sup> [CDC COVID-19 Data Tracker](#)

<sup>15</sup> Recovery phase is the post-surge time period in which no immediate resurgence is predicted, and local and state public health will monitor conditions leading to future surges (MDHHS)

Data as of July 11, 2022





continued trends of plateaus were seen in some areas of Region 5 (Midwest) states, which includes Michigan; with Illinois and Wisconsin still having the highest case rates. In the U.S., **20%** of counties are now at **High COVID-19 Community Levels**, an 8% increase from the June 28, 2022 [data modeling updates](#).

California, Texas, Florida, New York and Illinois have the highest overall cases in the nation as of July 8, 2022.

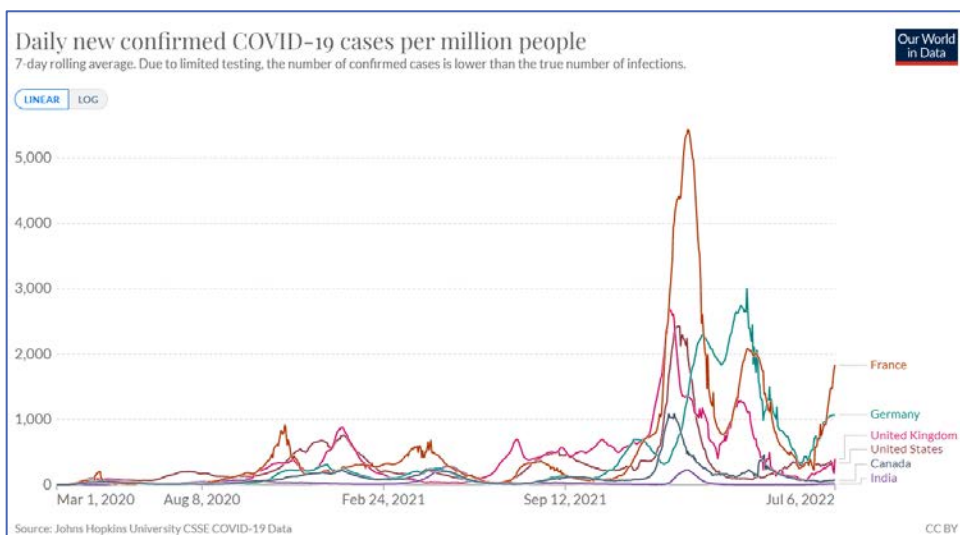
**Michigan is still ranked number ten** for COVID-19 case counts. The 7-day COVID-19 case average in the U.S. has increased over **7.4%** since the prior week. The case rate as of July 5, 2022, was 232 cases/100,000 for the previous 7 days (last week's 7-day average: 216 cases per/100,000). For reference, Allegan County saw a case rate of 84.7 per 100,000 for this reporting period ending July 4, 2022.

**GLOBAL COVID-19 SURVEILLANCE**

Globally, as of **July 8, 2022**, the World Health Organization (WHO) reports **551,226,298 confirmed cases (up 15,978,157 from June 16, 2022)** and **6,345,595 deaths (up 32,366 from June 16, 2022)** related to the SARS-CoV-2 infection. In order to assess the risk posed to public health, WHO conducts a routine and ongoing study of potential variants of concern (VOCs), variants of interest (VOIs), or variants under monitoring (VOIs).

According to **WHO's weekly Epidemiological Situation Report** during June 27, 2022 to July 3, 2022:

- Over 4.6 million cases were reported globally during the week of June 27 to July 3 of 2022
- The number of **new weekly deaths has decreased by 12%** compared to the previous week of June 20, 2022, with more than 8,100 fatalities reported globally.
- The highest numbers of new weekly deaths were reported in the United States of America (1,622 new deaths) followed by Brazil (1,187 new deaths), China (755 new deaths), and Italy (430 new deaths).
- Among the Omicron sublineages, BA.4 and BA.5 have reportedly been on the rise globally; BA.4 has been detected in 73 countries based on the available data
- Globally the proportion of Omicron variants BA.2 and BA.2.12.1 have decreased compared to the week of June 5 to June 11 of 2022



The adjacent chart shows the 7-day rolling average of daily new confirmed COVID-19 cases per million people for France, Germany, United Kingdom, United States, Canada, and India. These countries relay data through July 6, 2022 and are depicted in this chart as relative to the overall population size. These data show the largest number of cases in France (red line) with an average of 1,828.53 cases per million persons, and Germany (green line) with an average of

Data as of July 11, 2022

1,068.87 cases per million persons. Of note, cases are potentially higher than the number reported in areas with limited testing capacity.

As seen in the previous report, refer to [Global Response to COVID-19](#) for an overview of CDC's goals for 2020-2023.

**As of July 8, 2022, there are no countries indicated at COVID-19 risk level 4 with special circumstances and/or travel precautions.**

The Johns Hopkins University and Medicine Coronavirus Resource Center (JHU) has reported case surges in France, Germany and Italy as seen in the chart above as of July 8, 2022. The table below shows the current weekly hospitalizations for these countries.

COVID-19 Risk Level 3 (High)	Weekly New Hospital Admissions for COVID-19**	Closest Available Date of Data Point**
France	7,662	7/5/2022
Germany	4,752	7/6/2022
Italy	3,963	6/29/2022

\*\*Data reported by the [Our World in Data - Coronavirus \(COVID-19\) Hospitalizations](#)

Refer to WHO's structured epidemiological document that summarizes current public health surveillance of COVID-19: [WHO: Public Health Surveillance COVID-19: Interim Guidance](#).

## WASTEWATER SURVEILLANCE

### UPDATE: MDHHS Wastewater Surveillance as of July 5, 2022

- 30% (6/20) of Sentinel Wastewater Epidemiology Evaluation Project (SWEEP) sites had an increase in trends during this 15-day reporting period
- 10% (2/20) of sites saw a plateau in trends over the last 15 days
- 60% (12/20) of sentinel sites are showing declines in the last 15 days

Currently, there are 20 sewer-shed sites reporting positive and negative test results to the MDHHS SWEEP project every week. For more information, please visit [Coronavirus - Sentinel Wastewater Epidemiology Evaluation Project \(SWEEP\) \(michigan.gov\)](#).

Hope College has collaborated with several local health departments to produce a dashboard, which displays the most recent wastewater readings and the case counts for participating counties. The colored circles of differing sizes represent the concentration of COVID-19 in the wastewater as of July 7, 2022 (TPA<sup>16</sup>, TPP<sup>17</sup>, TPDS<sup>18</sup>), that have existing data points for the most recent nine calendar days (6/28/2022 – 7/7/2022). The red circles represent higher COVID-19 concentration levels, yellow circles represent lower concentration levels and green circles indicate virtually no COVID-19 detection in the sample.

The areas with red circles (higher concentrations of COVID-19), correlate with the increase in cases at LTCFs and other congregate care facilities during this reporting period. With this dashboard, ACHD has been able to forecast a rise in cases for certain areas, which has improved their mitigation responses. Over the last two weeks, approximately 5 facilities around these treatment sites have reported 2+ COVID-19 cases.

**The following three sites have the most current and accurate data readings:**

Allegan Sewershed Sites	Trend Dates		Current Trend Patterns
TPA	7/7/2022		Significant Increase
TPP	7/6/2022		Significant Increase
TPDS	7/5/2022		Increasing

<sup>16</sup> Allegan Water Resource Recovery Facility

<sup>17</sup> Plainwell Wastewater Treatment Plant

<sup>18</sup> Douglas/Saugatuck WWTP



Wastewater surveillance is rapidly increasing in the U.S. There are **1,103** wastewater-sampling sites in the US as of July 3, 2022; **an increase of 107 sites from June 13**. There are 246 new<sup>19</sup> wastewater-sampling sites being monitored during the timeframe, June 19, 2022 to July 3, 2022

**The adjacent map shows current wastewater sewer shed sites that Hope College is monitoring in Allegheny County.**

Click [here](#) to see the method of using wastewater

surveillance data to monitor case patterns at individual and population levels as it relates to the SARS-CoV-2 infection

### EMERGING VARIANT UPDATES

Global cases associated with most Omicron sub-lineages are currently seen as surging in several European counties and is reportedly increasing many other countries and within the United States (U.S). **Global and national trends are currently showing resurgences occurring from the BA.4 and BA.5 variants.** As of the [data and modeling update](#) of July 5, 2022, case rates in the U.S. have increased 7% over the previous week of June 27, 2022.

### STUDIES ON EMERGING VARIANTS AS OF JULY 5, 2022 DATA AND MODELING

- Omicron continues to be the predominant variant of concern (VOC) with several sub-lineages, including BA.4, BA.5, BA.2.12.1, and recombinants of these.
- The BA.2.12.1 sublineage is currently the most predominant variant in the U.S.**
- The proportion of BA.2 continues to show as decreasing to be less than 50%
- The VOC Distribution in Michigan by collection dates from 12/1/2021 through 6/20/2022 indicates the following:
  - Since May 15, 100 % of the specimens sequenced were indicative of the Omicron BA.1.1.529 variant and sub-variant BA.2
  - 93.5% of the specimens sequenced are associated with the BA.2 sub-variant
  - 76 of the specimens sequenced are BA.4 and 95 of those were BA.5, and its increasing recombinants<sup>20</sup>**
- The adjacent chart is based on data collected in the U.S. from May 21 through July 2, 2022 of the current circulating variants in the U.S; of these VOCs, 53.6% were BA.5 and 16.5% were BA.4.
- BA.4 and BA.5 are newer sub lineages of the Omicron variant, which may spread more rapidly than current Omicron lineages that are circulating in the United States (US) and the United Kingdom (UK). The available data related to the transmission of newer Omicron sublineages are still very preliminary; however, note that these variants continues to spread in other countries such as South Africa (BA.4) and Portugal (BA.5).



<sup>19</sup> The "New" site category means a site just started collecting wastewater samples and has reported fewer than 10 samples, which is not enough samples to meaningfully compare levels at the site over time.

<sup>20</sup> Recombinant occurs in "a process in which the genomes of two SARS-CoV2 variants (that have infected a person at the same time) combine during the viral replication process to form a new variant that is different from both parent lineages."

- The Emergency Situation Report by WHO has noted for countries that are declining in incidence of BA.4, BA.5, or BA.2.12.1 cases, the rise in **cases, hospitalizations, ICU admissions, and deaths have been lower in comparison to the previous BA.1 or BA.2 waves.**
- Current data continues to show that **given the levels of vaccination/boosters and immunity from recent Omicron infection, a significant rise in hospitalization and mortality is not expected to occur.**

BA.2.12.1 continues to be the common variant circulating in HHS Region 5, which includes Michigan, Illinois, Indiana, Minnesota, Ohio, and Wisconsin. Since May 15, 2022, there have been 2,589 variant of concern (VOC) specimens sequenced in Michigan in which 100% of specimens were sequenced as Omicron. ACHD continues to monitor all Omicron sub-lineages and deploy response measures accordingly.

## EPIDEMIOLOGIC SURVEILLANCE

### MONKEYPOX

For background information on Monkeypox and previous information discussed, please refer to the [6/21/22 report](#).

Epidemiological investigations are ongoing (internationally) for monkeypox, and the route of transmission between individuals identified in these clusters are under further study. Globally, 12 member countries that are not endemic for the monkeypox virus (across three WHO regions) have reported monkeypox cases since May 13, 2022. For a detailed list of the outbreaks reported in non-endemic countries, refer to: [Multi-country monkeypox outbreak in non-endemic countries \(who.int\)](#)

**NEW:** As of July 8, 2022, the CDC's Monkeypox Situation Summary has released the following data via [CDC US Map](#):

- Michigan:
  - 3 total monkeypox cases identified
- United States:
  - 791 total monkeypox/orthopoxvirus cases in 36 states
  - New York has the largest number of cases (n=153) followed by California (n=136), and Illinois (n=115)
- Global:
  - 7,594 cases in 57 countries
  - Germany has the largest number of cases (n=1385) followed by United Kingdom (n=1351), and Spain (n=1256)

**CDC is urging U.S. healthcare providers to be alert for patients associating with rash-illnesses.** For information regarding CDC's clinician recommendations, visit [2022 United States Monkeypox Case | Monkeypox | Poxvirus | CDC](#).

MDHHS is actively working with the CDC to establish further action-steps and processes in place for state and local health response to the monkeypox virus. As of July 2022, ACHD has deployed adequate measures for Monkeypox Response such as procedures in place for case investigation, disease and outbreak management, exposure and isolation education, infection prevention control, and transmission mitigation. The CDC released information on July 6 regarding CDC's orthopoxvirus testing partner with Labcorp. For more information, refer to the following [media statement](#).

**Note:** The report released by CDC as a summary of the first 17 cases in the US in the June 3, 2022 Morbidity and Mortality Weekly Report (MMWR) has been **corrected**. Refer to these corrections here: [Monkeypox Outbreak — Nine States, May 2022](#)

### TRACES OF MONKEYPOX FOUND IN SAN FRANCISCO WASTEWATER SAMPLES

Over an 8 day period in the last week of June, 4 days had samples that were positive for monkeypox in an area on the west side of San Francisco. The map above, shows a robust cluster of collection sites in the San Francisco Bay area. With this information, Bay area health officials can take a more focused approach when deploying diagnostic tests to identify infected individuals. This news has major implications for future surveillance activities and as a result, resources may be utilized more effectively as information on

Data as of July 11, 2022

supplies for monkeypox tests in the US remains uncertain. On June 28, 2022, the CDC announced that they are ‘activating their emergency operation center to meet the outbreak’s evolving challenges’.

## MONKEYPOX: HOW IS IT DIFFERENT THAN COVID-19?

For previous information shared on Monkeypox, please refer to the [previous report from 6/21/22](#).

The spread of monkeypox is different from the early stages of the COVID-19 pandemic because:

- There is a vaccine for monkeypox.
- Monkeypox can be treated with available antiviral medicines.
- While COVID-19 passed easily from person to person, monkeypox **does not** spread as easily between people.
- Monkeypox transmission typically requires skin-to-skin contact, direct contact with body fluids, or prolonged, close face-to-face contact.

Any person, regardless of gender identity or sexual orientation, can get monkeypox and spread it to others. For more information on how monkeypox spreads and steps to take to prevent monkeypox, [click here](#).

RESOURCE: [Monkeypox Fact Sheet](#) for individuals who are sexually active

Traveling to a country currently experiencing an outbreak could increase your risk of contracting monkeypox. If you are planning to travel internationally, check that country’s infection rate on the WHO website beforehand. If necessary, consult your doctor about getting a monkeypox vaccination before traveling, or if you have been exposed.

## HIGHLY PATHOGENIC AVIAN INFLUENZA (HPAI)

Read [previous BOC updates on HPAI](#).

Although the statewide stop has been lifted as of June 13, the Michigan Department of Agriculture and Rural Development (MDARD) states that monitoring national HPAI trends will vigilantly continue with prompt response to reports of sick or dead domestic birds in Michigan. Any subsequent detections of the virus in the state’s domestic flocks will follow a rigorous situation assessment and evaluation, which would help determine further actions to mitigate HPA transmission.

If anyone notices what appears to be unusual or unexplained deaths among wild bird populations, please report these cases to the DNR by:

- [Eyes in the Field app](#). Choose the “Diseased Wildlife” option among the selections for “Observation Forms.”
- Calling the DNR Wildlife Disease Laboratory at 517-336-5030.

If avian influenza is **suspected in domestic birds**, contact MDARD **immediately** at 800-292-3939 (daytime) or 517-373-0440 (after-hours).

ACHD continues to monitor and share information related to HPAI to alert people who own or work with birds, including poultry, or hunt wild birds to the possibility of infection and the need to take recommended precautions.

RESOURCE: [Biosecurity tips and resources for flock owners](#)

## ADENOVIRUS AND ACUTE HEPATITIS

- As of July 6, 2022, 42 states and jurisdictions reported at least one person under investigation for Acute Hepatitis of Unknown Etiology
- In the US total cases through June 15 was 296, an increase of 22 cases from the June 8 CDC update
- As of June 22, 2022, the global total, from 33 countries is 920 probable cases
- Adenovirus is still the most detected pathogen: 52% positivity in Europe, 65% in the U.K., and about 45% in the U.S.
- Active COVID is detected in about 10% of cases
- Globally, 18 children have died
- 41 children had liver transplants
- To date, 3 children from east Michigan have been diagnosed with acute hepatitis

Data as of July 11, 2022

The World Health Organization has declared a **moderate** risk level for acute pediatric hepatitis.

Refer to the [previous report from 6/21/22](#) and the [CDC](#) for more information on Adenovirus and Acute Hepatitis.

## VECTOR-BORNE DISEASES

Refer to the [previous report from 6/21/22](#) for past updates on vector-borne diseases, or visit [Michigan Emerging Diseases](#).

## RECENT OUTBREAKS RELATED TO FOODBORNE ILLNESS

Refer to the [previous report from 6/21/22](#). Other Foodborne illness related outbreaks can be found in the *Regional Epidemiology at Quick Glance* section below.

## REGIONAL EPIDEMIOLOGY AT A QUICK GLANCE

As of July 8, 2022 the Regional Epidemiologist Update Report released the following information regarding current outbreaks under active monitoring and surveillance in Michigan:

### Arboviruses

- [The first mosquito-borne virus of 2022 was detected in Michigan mosquitos.](#)
  - Mosquitoes recently collected in Bay County have tested positive for Jamestown Canyon virus (JCV).
- For more information, refer to [www.mi.gov/emergingdiseases](http://www.mi.gov/emergingdiseases)

### Rabies

- 2022 rabies positive animals in Michigan, as of June 23: 18 bats from Alcona (1), Allegan (1), Bay (1), Delta (1), Huron (2), Kalamazoo (1), Kent (2), Oakland (1), Ottawa (1), Newaygo (1), Tuscola (2), Washtenaw (4)

### Candida auris

- MDHHS Press Release, 4/20/2022: [MDHHS announces Select Specialty Hospital – Northwest Detroit voluntarily pausing admissions to address Candida auris risk](#)
- As of April 20, 2022: there have been 15 C. auris detections in Michigan since 2021
  - 7 identified in the last five weeks in patients receiving services at Select Specialty Hospital – Northwest Detroit.
  - No life-threatening illnesses or deaths from this outbreak
- Detection of *Candida auris* in MI may represent early signs of emergence of this pathogen in MI's healthcare environment.
- The MIHAN provides guidance on *C. auris* surveillance, reporting, and the role of public health in *C. auris* mitigation.

### Listeria Outbreak Linked to Ice Cream

- As of July 2, 23 cases from 10 states (none in Michigan)
- 22 hospitalizations, 1 death
- Illness onset date range: January 24, 2021 through June 12, 2022

On July 1, 2022, Big Olaf Creamery in Sarasota, FL, voluntarily began contacting retail locations to recommend against selling their ice cream products. Consumers who have Big Olaf Creamery brand ice cream at home should throw away the remaining product.

### Salmonella Outbreaks Linked to Backyard Poultry

- As of June 2, 2022: 219 cases from 38 states (1 in Michigan)
- 27 hospitalization, 1 death
- Serotypes: Enteritidis, Hadar, Infantis, and Typhimurium
- Illness onset dates range: February 15, 2022 to May 19, 2022
- Epidemiologic data show that contact with backyard poultry is making people sick

Data as of July 11, 2022

### Salmonella Senftenberg Outbreak Linked to Peanut Butter

- As of June 1, 2022: 14 cases from 12 states (none in Michigan)
- 2 hospitalizations, 0 deaths
- Illness onset date range: Feb 17, 2022 through May 2, 2022
- On May 20, 2022, J.M. Smucker Company recalled [Jif brand peanut butter](#)

### Hepatitis A Outbreak linked to Strawberries

- The FDA, along with CDC, and state and local partners, is investigating a multistate outbreak of hepatitis A infection in the US linked to fresh organic strawberries.
- As of 6/1/2022: 18 cases from California (16), Minnesota (1), North Dakota (1)
- 13 hospitalizations, 0 deaths
- Potentially contaminated strawberries were imported from Baja California and branded as FreshKampo and HEB; they were purchased between March 5, 2022, and April 25, 2022.

## SOURCES


- [Allegan County Health Department Facebook page](#)
- [American Academy of Pediatrics: Hepatitis Cases Possibly Associated with Adenoviral Infection](#)
- [American Community Survey 5-Year Data \(2009-2020\) \(census.gov\)](#)
- [Centers for Disease Control and Prevention](#)
- [CDC COVID-19 Data Tracker](#)
- [CDC COVID-19 Travel Guidance](#)
- [CDC Frequently Asked COVID-19 Questions for K-12 Settings and ECE](#)
- [CDC Health Alert Network](#)
- [CDC Monkeypox Fact Sheet](#)
- [CDC Monkeypox Signs and Symptoms](#)
- [CDC Monkeypox Transmission](#)
- [CDC Provisional COVID-19 Deaths: Focus on Ages 0-18 Years](#)
- [CDC Stay Up-to-date on Vaccinations](#)
- [COVID Data Tracker Weekly Review](#)
- [COVID-19 Vaccine Dashboard](#)
- CHN Associates, Student, and Family Assistance Program Monthly Report
- [Division of Vector-Borne Diseases \(DVBD\) | Division of Vector-Borne Diseases | NCEZID | CDC](#)
- [FDA: Investigations of Foodborne Illness Outbreaks](#)
- [Find a COVID-19 Vaccine Near You](#)
- [Food Safety for the Summer](#)
- HONU
- [Is the pediatric hepatitis outbreak real? A top WHO physician weighs in | Science | AAAS](#)
- [Lighthouse \(mi-lighthouse.org\)](#)
- [Long Term Care Data](#)
- [MDHHS: Avoid Foam on Waterbodies](#)
- [MDHHS: Harmful Algal Blooms](#)
- [MDHHS School Outbreak Reporting](#)
- [MDHHS: School Age Case Data Dashboard](#)
- [MI Bridges](#)
- [MI COVID response Data and Modeling](#)
- [Michigan Coronavirus: COVID-19 Vaccine](#)
- [Michigan COVID-19 Wastewater Testing and SWEEP Dashboard](#)
- [Michigan Coronavirus Data](#)
- Michigan Department of Health and Human Services (MDHHS) Breakthrough Cases Data File
- Michigan Disease Surveillance System (MDSS)
- [Michigan DNR Eyes in the Field](#)
- Michigan Health Alert Network (MIHAN)
- [MI Safe Start Map and CDC Indicators](#)
- [New COVID-19 Cases Worldwide - Johns Hopkins Coronavirus Resource Center \(jhu.edu\)](#)
- [Office of International Health and Biodefense - United States Department of State](#)
- [Our World in Data - Coronavirus \(COVID-19\) Hospitalizations](#)
- [Sewer Coronavirus Alert Network \(SCAN\) \(wastewaterscan.org\)](#)
- [Technical Report: Acute Hepatitis of Unknown Cause | CDC](#)
- [US Food and Drug Administration](#)
- [US Department of Health and Human Services: Find Formula During Infant Formula Shortage website](#)
- [Vaccinate West Michigan](#)
- [World Health Organization Coronavirus Dashboard](#)
- [WHO: Weekly epidemiological update on COVID-19 - 15 June 2022](#)




APPENDICES

## Allegan County COVID-19 Community Level: LOW

**Allegan County Health Department recommends everyone to:**




**Stay up to date on your COVID-19 Vaccines**



**Get tested if you have symptoms, before and after traveling, and before gathering with others.**

Actions including social distancing, frequent handwashing, wearing a well-fitted face mask, and isolation/quarantine help lessen the level of transmission. People may choose to mask at any time.

People with symptoms, a positive test, or exposure to someone with COVID-19 should wear a mask.



Learn more about CDC's COVID-19 Community Levels by visiting [www.covid.cdc.gov](http://www.covid.cdc.gov)

**#DoYourPart**

## Allegan County COVID-19 Community Level: LOW

### Pick-up Free Masks

- Monday-Friday 8:30am to 4:30pm at the Allegan County Health Department (3255 122nd Ave, Allegan)
- At select local units of government and libraries.
  - Visit [allegancounty.org/covid](http://allegancounty.org/covid) to view the list of agencies under our Mask Information page.


### Get Tested:

- Order free at-home test kits online at:
  - [www.covidtests.gov](http://www.covidtests.gov)
  - [www.accesscovidtests.org](http://www.accesscovidtests.org)
- Pick-up test kits locally:
  - Visit [www.allegancounty.org/covid](http://www.allegancounty.org/covid) to view pick-up locations under our Testing page.
- Find a community testing site near you at:
  - Allegan County Transportation Building (750 Airway Dr, Allegan) on Wednesdays and Fridays from 12 pm to 5 pm.
  - Visit [www.solvehealth.com](http://www.solvehealth.com) for more locations near you.

### Find COVID-19 Treatments

- Find information and options near you: [michigan.gov/covid19therapy](http://michigan.gov/covid19therapy)
- View a test to treat location near you: [aspr.hhs.gov/TestToTreat](http://aspr.hhs.gov/TestToTreat)
- Talk to your doctor about treatment options if you test positive for COVID-19.

Follow CDC's isolation and quarantine guidelines and stay home if you develop symptoms or test positive.



**#DoYourPart**

### Stay up-to-date on COVID-19 Vaccines

- Find vaccine clinics near you at:
  - [vaccinatewestmi.com](http://vaccinatewestmi.com)
  - [vaccines.gov](http://vaccines.gov)
- Or call ACHD at 269-673-5411 to schedule an appointment

# COVID-19 VACCINE FOR KIDS <5

## Top 6 parental concerns answered

June 2022

- For children **under 5 years old**, parents have two options for a COVID-19 vaccine:
  - **Moderna:** 2-dose series taken 4 weeks apart. Each dose is 25 µg, which is 1/4 the dosage of the adult vaccine.
  - **Pfizer:** 3-dose series. Dose 2 is 3 weeks after Dose 1. Dose 3 is 8 weeks after Dose 2. Each dose is 3 µg.

### The vaccines are effective

- Moderna's** clinical trial included 6,300 children.
- Antibodies after Dose 2 were the same or exceeded those in adults.
  - Efficacy against infection was 51% for 6–23 month olds and 37% for 2–5 year olds.
    - Efficacy was consistent with vaccine effectiveness for adults during Omicron.
    - A booster will likely be needed. Studies are underway and results are expected at end of summer.
- Pfizer's** clinical trial included 1,400 children.
- Antibodies after Dose 3 exceeded adults.
  - Efficacy against infection after Dose 3 was 75% for 6–23 month olds and 82% for 2-4 year olds.
    - There were extremely few cases during the trial, so there is significant uncertainty around these efficacy numbers.
  - Note: Efficacy for these two vaccines cannot be directly compared due to varying length of follow-up, months the study was conducted (and thus, circulating virus), and different number of doses.
  - Vaccines can prevent infection and transmission, especially in the first few months. Unfortunately, as the virus continues to mutate, this timeline can be shortened. The **vaccines' primary purpose is to prevent severe disease and death.** Both vaccines are expected to decrease hospitalizations and ICU stays among this age group.

### The vaccines are safe

- During both clinical trials:
- Temporary pain at injection site was common.
  - Fevers were more common after vaccine than placebo.
  - Fatigue and headache was most common in children ages 2–5 years; irritability and sleepiness was more common in children ages 6–23 months.
  - Side effects were more common with Moderna compared to Pfizer.
  - Serious adverse events were rare. No deaths occurred.
    - A child in each trial had a high fever which led to seizure or hospitalization.

### Myocarditis is rare

- Myocarditis (heart inflammation) has been linked to mRNA vaccines in *adolescents*, but remains rare. Risk of myocarditis after mRNA COVID-19 vaccination, if any, in young children is unknown.
- No cases of myocarditis were reported in clinical trials. But the clinical trials were not large enough to capture such rare events.
  - Based on the epidemiology of classic myocarditis and safety monitoring in children ages 5–11 years, myocarditis after mRNA COVID-19 vaccination in young children is expected to be rare due to smaller doses and myocarditis being fundamentally different in young children.
  - Kids can get myocarditis from the virus, and it can be more severe.

### There is a need

- COVID-19 disease in kids can range from asymptomatic to severe illness.
- The majority of children have mild-to-moderate disease.
  - COVID-19 can cause severe disease, even among healthy children.
  - **Deaths:** Since 2020, 442 children aged 0–4 years old have died from COVID-19. While this is lower than adults, COVID-19 is a top 10 leading cause of death for kids.
  - **Hospitalizations:** During the first Omicron wave, COVID-19 hospitalization among kids under 5 were higher than for any other child age group.
    - 86% of hospitalizations were *for* COVID-19 (as opposed to *with* COVID-19)
    - Hospitalizations passed previous flu peaks and previous COVID-19 peaks.
    - Of toddlers hospitalized for COVID-19, 1 in 4 went to the ICU.
    - 30–50% of hospitalized children had **no** underlying medical condition
  - Long COVID-19 occurs among kids. Vaccines reduce the risk of long COVID-19.

### Previously recovered still need the vaccine

- As of February 2022, 75% of children had been infected with SARS-CoV-2 in the U.S.
- Getting a vaccine, even for people who have already recovered from COVID-19, strengthens their immune response. CDC states vaccinations **can** be delayed up to 3 months after infection.
  - Protection from infections can be effective, but a recent study showed some children *failed* to make antibodies after infection (the immune system's first line of defense) and had mediocre T-cell responses (the immune system's second line of defense).
  - Reinfection should be expected. SARS-CoV-2 is changing quickly.
  - Omicron infections do not elicit antibodies against *other* variants of concern. While Omicron may be the dominant variant right now, this could change in the future.

### Long-term side effects, like infertility, are highly unlikely

- We do not know the long-term effects of mRNA COVID19 vaccines. However, based on our knowledge of mRNA and the human body, we do not expect them:
- It's biologically impossible for mRNA to alter DNA.
  - Previous research on other mRNA vaccines show no long term effects. mRNA research started in 1961. The first clinical trial with mRNA was in 2001.
  - Vaccine ingredients are cleared from the body very quickly. mRNA is very fragile and degrades within 72 hours of injection. Fat bubbles that carry the mRNA degrade within 4 days. Ingredients do not linger in the body.
  - mRNA vaccines are not made of the actual pathogen. This means that they don't contain weakened, dead, or noninfectious parts of a virus.
  - In the history of vaccines, serious adverse side effects only occur within the first 2 months of rollout. We have more than 24 months of vaccine follow-up data by now.
  - Thousands of people have gotten pregnant after vaccination.
  - There are reports that menstrual cycles change after a COVID19 vaccine. The body is mounting an immune response, and this is likely a temporary side effect, like a fever.

FREE AT-HOME TEST KITS TO ORDER ONLINE:

- [www.Covidtests.gov](http://www.Covidtests.gov) - order 3 sets of 4 free at-home test kits from the federal government. (If you already ordered your first set, order a second or third today)
  - If you have health insurance through an employer or Marketplace, your insurance will pay you back for 8 at-home tests each month for each person on your plan. View more information [here](#).
- [www.AccessCovidtests.org](http://www.AccessCovidtests.org) - order free at-home test kits through Project ACT (enter zip code to check eligibility)

FREE AT-HOME TEST KITS FROM MDHHS AVAILABLE AT 2 LIBRARIES IN ALLEGAN COUNTY:


- Allegan District Library (331 Hubbard St, Allegan)
- Fennville District Library (400 W Main St, Fennville)

FREE COMMUNITY TESTING EVENTS ARE HELD EVERY WEDNESDAY AND FRIDAY AT THE ALLEGAN COUNTY TRANSPORTATION BUILDING FROM 12 PM – 5 PM. THESE EVENTS OFFER PCR AND RAPID TESTING OPTIONS.

VISIT THE [MDHHS COMMUNITY BASED POP-UP TESTING PAGE](#) TO SIGN UP FOR THE TESTING EVENTS AT ALLEGAN TRANSPORTATION BUILDING AND TO FIND OTHER TESTING SITES NEAR YOU.

Visit <https://www.solvehealth.com/covid-testing> to find additional COVID-19 sites near you.

COVID-19 testing location finder: [Coronavirus - Test](#)

 HEALTH Department

# COVID-19 BOOSTERS AVAILABLE FOR AGES 5-11

VACCINES ARE AVAILABLE AT ACHD BY APPOINTMENT ONLY. CALL 269-673-5411 TO SCHEDULE AN APPOINTMENT!

TO FIND OTHER VACCINATION LOCATIONS NEAR YOU VISIT:  
[VACCINATEWESTMI.COM](http://VACCINATEWESTMI.COM) &  
[VACCINES.GOV](http://VACCINES.GOV)

Broadband Action Workgroup  
July 7, 2022  
Minutes

**CTO:** 4pm by Chair Marsman

**Roll Call:** Called by Tim Kotas, quorum present; project manager Dunham joined via zoom as did Administrator Sarro

**Public participation:** no one sought recognition

**Communications:** Steve Revor requested the county match the townships broadband dedication of ARPA, according to Dunham.

**Project Manager Reports:**

- Survey results are continuing to come in. Would like to conclude by end of the year. Thus far have 1,790 responses. Keeping survey open to 12/31/22 would allow challenges to FCC maps expected to be released in November timeframe.
- Mercury is building high speed fixed wireless (up to 150M down) in Calhoun and Kalamazoo counties.  
Dunham said if BAW & county is dedicated to fiber only, it would have to be in the RFP
- Mapping update: Spectrum supplied a new map in response to three areas of the county that were not accurate on the original Spectrum mapping. Dunham reviewed the new map and deemed it accurate.
- No need to wait for connect Michigan.
- Per Siler, FCC is starting to update their maps, Holland Board of Public Works, as a provider has access to provide address level information to the FCC.
- Beltman asked whether there was any update from AT&T on their installation in Monterey twp. Dunham and Henry Reinert (twp supv) did ride-around survey to see where the new fiber is installed.
- Kotas suggested that RFP might need to reflect that a fixed wireless provider awarded ARPA funds should be required to be moving towards fiber.
- Sarro said he wants to bring the RFP to the Board of Commissioners at its July 28. Dunham says its 90% there, but there are things the executive committee wants to make some tweaks.

**DISCUSSION ITEMS:**

**RFP review- only item scheduled**

The BAW initiated a review of the proposed Request for Proposal (RFP) from providers seeking county ARPA. Siler brought up the wisdom of requiring providers who respond to the RFP to connect all homes. Kotas suggested that the wording in 2.4 be softened to encourage providers to tell explain their adoption strategy for connecting all households if they are awarded ARPA county and township funds. The executive team will further discuss this section based upon the reaction of the committee. Regarding section 3.2: discussion ensued regarding how to evaluate pricing bids vis-à-vis ARPA requirements that obligations be executed by 12/31/24 and spent by 12/31/26. The balance of the RFP addressed by the BAW members saw comments on bid security, insurance requirements, and cost of provider plans to county customers. Siler opined that the strategy, preferring

fiber over fixed wireless, should be included at the start of the RFP. Regarding the grading proposal, Dunham suggested that BAW members review the grading and be ready to discuss at June 21 meeting prior to voting on the RFP document. Per Kotas, adoption strategy should be in scored. Siler, Storey and Kotas said that providers installing fiber should get a higher score than those that are using cable due to future adaptability.

**Action items: non scheduled**

**Public Participation: no**

**Adjournment: Kotas, moved, Beltman seconded. Passed at 5:33pm.**

**M-40/M-89 CORRIDOR COMMITTEE**

**April 26, 2022**

**10:00 a.m.**

**Allegan County Road Commission  
1308 Lincoln Road, Allegan, Michigan 49010.**

**AGENDA**

1. Welcome and Introductions
2. Review of Minutes (Enclosed)
3. MDOT Update
4. Allegan County Road Commission Update
5. West Michigan Regional Planning Commission Update
6. Macatawa Area Coordinating Council
7. Local Businesses – Issues & Concerns
8. Review of Goals
9. Round Table/Corridor Issues
10. Future Meeting Dates
11. Future Agenda Items
12. Other Business
13. Adjournment

## **DRAFT**

### **M-40/M-89 Corridor Committee Minutes**

**April 26, 2022**

**10:00 a.m.**

**Call-In/Zoom**

#### **1. Welcome and Introductions**

Craig Atwood welcomed everyone and introductions occurred at 10:00 a.m. People in attendance included:

- Craig Atwood, Allegan County Road Commission
- Jason Cole, Michigan Department of Transportation
- Brande Gilles, Allegan Township Clerk
- Doug Kadzban, City of Allegan
- Dean Kapenga, Allegan County Board of Commissioners
- Kerwin Keen, Michigan Department of Transportation
- Tyler Kent, Michigan Department of Transportation
- Marty Mendell, Allegan Public Schools
- George Mohr, Allegan Public Schools
- Suzanne Mulder, Michigan Department of Transportation
- Jim Storey, Allegan County Board of Commissioners
- J.P. Damveld, Allegan County Sheriff's Department
- Russ VanDam, Overisel Township
- Phyliss Yff, Interurban
- Dave Bee, West Michigan Regional Planning Commission

#### **2. Review of Minutes**

Minutes of October 26, 2021 were accepted.

#### **3. Michigan Department of Transportation (MDOT) Update**

Tyler Kent, Jason Cole, Kerwin Keen, and Suzanne Mulder provided the MDOT update.

- Project on I-196 between Zeeland and Hudsonville is underway. Part of the funding approved in 2020.
- US-31 Project between the county line and the City of Holland is underway.
- The Transportation Improvement Plan is completed and requires Federal review.
- Chip-seal project on M-40 from Monroe in the City of Allegan north 5.5 miles to occur May-June this year.
- Round-a-bout added to Allegan project will push project from 2023 to 2024.
- M-40 bridge over I-196 will require a temporary signal while work is completed (begins in May and goes through the summer).
- MDOT Website has been overhauled.

#### **4. Allegan County Road Commission Update**

Craig Atwood said a busy construction season is kicking off with lots of chip-seal and paving projects starting.

**5. West Michigan Regional Planning Commission Update**

Dave Bee told the Committee the West Michigan Regional Planning Commission hired a new Planner (Ethan Walthorn) to replace Alec Miller (who now works for the Macatawa Area Coordinating Council. The Rural Task Force Program and the Small Urban Program have completed key meetings. PASER Ratings are beginning. D. Bee recovering from a broken leg.

**6. Macatawa Area Coordinating Council**

C. Atwood and D. Bee described the Council’s staffing transition.

**7. Local Businesses/Communities/Other Organizations – Updates, Issues, and Concerns**

No updates.

**8. Election of Officers**

**A Motion was made by J.P. Damveld** to reelect Craig Atwood as Chair and Larry Brown as Vice Chair of the M-40/M-89 Corridor Committee. **Motion Supported by** by Jim Storey. **Motion Passed Unanimously.**

**9. Round Table/ Corridor Issues**

- JP Damveld said training at the Sheriff’s Department is up after slowing down over the past two years. Lots of retirements in the Department. He discussed some accidents at M-40 and 102<sup>nd</sup>.
- Russ VanDam asked about the project in Hamilton. Design is wrapping up with an August letting, so construction will occur in 2023.
- Doug Kadzban detailed a few projects in the City of Allegan including one with the curbs and sidewalks already completed and paving to follow soon. July completion date anticipated.
- Jim Storey initiated a discussion about all of the anticipated growth related to LG Energy Solutions, Tommy’s Car Wash, and Hudsonville Ice Cream. The need to look at multi-modal solutions was part of the discussion.
- Marty Mendel wants to coordinate with the transportation agencies related to school bus routes.

**10. Future Meeting Dates and Locations**

July 26, and October 25 are the remaining meeting dates for 2022.

**11. Future Agenda Items**

Depends on in-person capacity.

**12. Other Business**

There was no other business

**13. Adjournment**

**MEETING ADJOURNED at 10:45**



**M-40/M-89 Long and Short Term Issues, Goals, and Actions (July 30, 2019)**

**Long-Term Issues, Goals, and Actions (Over Five Years into the Future)**

<b>#</b>	<b>Issue</b>	<b>Goal</b>	<b>Actions</b>
1.	Access management in commercial area of Otsego Township.	Promote efficient movement of traffic through Otsego Township's commercial corridor.	MDOT, ACRC, Otsego Township, the cities of Otsego and Plainwell, and local businesses have made changes over the years, but continuous evaluation and improvements are necessary.
2.	Economic growth can lead to additional traffic and congestion.	Ensure effects of economic growth are addressed through proper planning.	MDOT and ACRC will work with the area's economic developers and businesses to anticipate the needs of business. Perform traffic studies for larger projects.
3.	Partial Interchange at US-131 & 106th Avenue limits access to and from US-131.	Develop complete interchange.	Determine interest of impacted communities and feasibility of improving interchange. Determine frequency of traffic turning around on US-131. MDOT is monitoring congestion on US-131 and an interstate access justification report is needed to progress. This project is not anticipated to happen anytime soon.

**Short-Term Issues, Goals, and Actions (Within Next Five Years)**

<b>#</b>	<b>Issue</b>	<b>Goal</b>	<b>Actions</b>
1.	Non-motorized facilities are becoming a more important part of a complete transportation system.	Improve non-motorized facilities. Include shoulders on all new construction. Improve pedestrian facilities in developed areas – such as sidewalks and crosswalks. Include non-motorized facilities when designing new projects.	MDOT and ACRC will include opportunities for non-motorized facilities in planning and development. Currently part of MDOT's Project Development process. Communities should develop non-motorized plans and include specific projects. The City of Allegan will incorporate Complete Streets program into Master Plan. The Joint M-89 Corridor Plan will be used to guide improvements.
2.	The intersection of 48th and M-40 is an angle not compatible with M-40 for cross-traffic.	Realign the intersection at 48th and M-40.	ACRC and MDOT will work together to redesign and fund improvements to 48th and M-40. This task will be performed MDOT Grand Region.
3.	One-way traffic on Trowbridge and Hubbard streets in the City of Allegan create traffic issues.	Convert Trowbridge and Hubbard streets to two-way traffic pattern with proper intersection alignment.	The City of Allegan has met with MDOT to design and construct a set of two-way streets that improve traffic flow along the corridor through the City of Allegan. The City has acquired land necessary to realign intersection of Hubbard & Marshall. Improvements scheduled for 2022.



**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION  
NOTICE OF HEARING  
FOR THE GAS CUSTOMERS OF  
MICHIGAN GAS UTILITIES CORPORATION  
CASE NO. U-20819**

- Michigan Gas Utilities Corporation requests Michigan Public Service Commission's approval for reconciliation of its gas cost recovery plan (Case No. U-20818) for the 12 months ended March 31, 2022.
- The information below describes how a person may participate in this case.
- You may call or write Michigan Gas Utilities Corporation, 899 S. Telegraph Rd., Monroe, MI 48161, (734) 457-6137 for a free copy of its application. Any person may review the documents at the offices of Michigan Gas Utilities Corporation or on the Commission's website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets).
- A pre-hearing will be held:

**DATE/TIME:** **Thursday, August 11, 2022 at 9:30 AM**

**BEFORE:** **Administrative Law Judge Katherine Talbot**

**LOCATION:** **Video/Teleconferencing**

**PARTICIPATION:** Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov) in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Michigan Gas Utilities Corporation's (MGUC) June 30, 2022 application requesting the Commission to: 1) approve the reconciliation of the 12-month gas costs & revenues, as well as the reservation costs & revenues, for the period April 1, 2021 through March 31, 2022, as proposed by MGUC; 2) determine that MGUC's gas costs and reservation costs incurred during the period April 1, 2021 through March 31, 2022, were reasonably incurred; 3) authorize MGUC to implement a one-time surcharge over a four-month period to recover the cumulative under-recovered balance of (\$18,514,694) from Gas Cost Recovery (GCR) customers; 4) authorize MGUC to roll-in the over-recovered balance of \$1,374,550 into its 2022/2023 GCR plan period reservation costs; and 5) grant MGUC other and further authority.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by August 4, 2022. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Michigan Gas Utilities Corporation's attorney, Paul M. Collins, One Michigan Ave., Ste. 900, Lansing, MI 48933.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-20819**. Statements may be emailed to: [mpscdockets@michigan.gov](mailto:mpscdockets@michigan.gov). Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in various Commission proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6h et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

U-20819

## Reports & Communications:

### A. DPS – Sale of 2008 Chevy Impala

The 2008 Chevy Impala was used as the Director's vehicle however it needs numerous repairs and has 175,000 miles. The department already owns a 2014 Ford SUV in better condition with lower miles that could easily be converted to serve as the Director's vehicle. Director Callahan recommends selling the 2008 Impala and using the proceeds of the sale to convert the 2014 Ford SUV to the Director's vehicle.

**Recommended action:** Consider approving the sale of the 2008 Chevy Impala and using the proceeds of the sale to convert the 2014 Ford SUV to the Director's vehicle.

### B. DPW – Main Street Crack Sealing

Crack sealing is considered maintenance of the roads as it helps stop erosion of the road way. Filling in the cracks in the road helps the roads last longer. DPW has used Bronco Asphalt before, however the bid from Asphalt Restorations came in much lower than Bronco Asphalt's bid. Asphalt Restorations has a great resume and is using MDOT approved materials for this bid. For these reasons, Superintendent Nieuwenhuis recommends using Asphalt Restorations to crack seal on North and South Main Street from Starr Road to the New Orchard.

**Recommended action:** Consider approving a contract with Asphalt Restorations for crack sealing North and South Main Street from Starr Road to the New Orchard in the amount of \$15,732.80.

### C. WR – Annual Ferric Chloride Purchase

Water Renewal uses certain chemicals in their operations and purchases those chemicals on an annual basis. Two companies provide ferric chloride however one is not accepting new orders at this time due to the availability of raw materials. The second company has doubled their pricing, and the current pricing is only good for 6 months due to the volatility of the market. Superintendent Pond has requested a de-escalation clause in case the price drops.

**Recommended action:** Consider approving a contract with Webb Chemical for the annual ferric chloride purchase in the amount of \$34,824.00.

### D. WR – Annual Polymer Purchase

Water Renewal uses this product in their treatment process and purchases the product on an annual basis. The quoted price is unstable and will be approximate throughout the year due to the volatile pricing in the petroleum market. Superintendent Pond recommends purchasing the product through Water Solve.

**Recommended action:** Consider approving a contract with Water Solve for the annual polymer purchase in the amount of \$8,800.00.

### E. Revisions to the Section 125 Plan Document

Staff conducted a general review of options available relative to third-party administrators for the Section 125 Cafeteria Plan and the recordkeeper for all Health Savings and Flexible Spending Accounts. After reviewing options, Staff recommends a change in third-party administrators from American Fidelity to HealthEquity. Due to this change, the plan documents need to be amended and restated through HealthEquity.

**Recommended action:** Consider authorizing the City Manager to finalize revisions to the Section 125 Plan Document.

**F. Revisions to the 401a Retirement Program**

The 401a Retirement Program needs to be amended and restated to comply with various requirements from both the IRS and Nationwide. Several new options have been selected based on how the City operates the plan. Due to the size of all the documents, the adoption agreement and supporting documents have been submitted however the full plan document will be available at City Hall.

**Recommended action:** Consider authorizing the City Manager to finalize revisions to the 401a Retirement Program.

**G. Bulk Waste and Recycling Contract– Republic Services**

Republic Services was the only bidder for the bulk waste and recycling contract. The City Attorney has reviewed the contract and made any necessary changes, and Republic has reviewed the changes.

**Recommended action:** Consider approving the Waste Material Services Agreement as presented, authorize and direct the Mayor and Clerk to sign on behalf of the City, and authorize the City Manager to take all action necessary to effectuate the Agreement.

**Reminder of Upcoming Meetings**

- August 3, 2022 – Plainwell Planning – 7:00pm
- **August 8, 2022 – Plainwell City Council – 7:00pm**
- August 9, 2022 – Plainwell DDA/BRA/TIFA – 7:30am
- August 11, 2022 – Plainwell Parks & Trees – 5:00pm

**Non-Agenda Items / Materials Transmitted**

- Allegan County Board of Commissioners Update Administrator’s Report – July 14, 2022
- M-40/M-89 Corridor Committee – Meeting Agenda and Packet – July 26, 2022 10:00am
- Public Notice – MI Gas Utilities Corp. Gas Customers – August 11, 2022 9:30am