

City of Plainwell



"The Island City"

Brad Keeler, Mayor
Lori Steele, Mayor Pro-Tem
Cathy Green, 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

AGENDA

Plainwell City Council

Monday, July 28, 2025 - 7:00PM

Plainwell City Hall Council Chambers

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes** – 07/14/2025 Regular Meeting
6. **Public Comments**
7. **Presentation** – Classic Auto Factory
8. **County Commissioner Report**
9. **Agenda Approval**
10. **Mayor's Report**
11. **Recommendations and Reports:**
 - A. **WR – 3-year service agreement with SmartSights, LLC**
Council will consider approving a 3-year contract with SmartSights, LLC for SCADA system support and emergency text messaging service.
 - B. **WR – Purchase of a 4" Promag flow meter**
Council will consider approving the purchase of a 4" Promag flow meter and warranty from Endress Hauser for \$7,973.99.
 - C. **DPW – Well 7 Pump Equipment Overhaul and Maintenance**
Council will consider approving the overhaul and maintenance of Well 7 pump equipment by Peerless Midwest for a cost not to exceed \$33,540.00.
 - D. **City – Amendment to Section 125 Plan**
Council will consider approving an amendment to the City's Section 125 Plan to opt out of offering Flexible Spending Accounts (FSAs) and Dependent Care Accounts (DCAs) for the current plan year.
 - E. **City – Professional Services Agreement (PSA) with Fleis & Vandenbrink**
Council will consider entering into a Professional Services Agreement with Fleis & Vandenbrink for construction engineering on the South Main road construction project for \$75,500.00.
12. **Communications:** The June Department of Safety and Water Renewal Reports, the 6/10/2025 DDA/BRA/TIFA meeting minutes, and the 6/12/25 Parks & Trees meeting minutes.
13. **Accounts Payable - \$131,241.37**
14. **Public Comments**
15. **Staff Comments**
16. **Council Comments**
17. **Adjournment**

Agenda Subject to Change

Note: All public comment limited to two minutes, when recognized please rise and give your name and address.
Plainwell is an equal opportunity provider and employer

MINUTES
Plainwell City Council
July 14, 2025

1. Mayor Keeler called the regular meeting to order at 7:00pm in City Hall Council Chambers.
2. Invocation: Given by Scott Smail of Lighthouse Baptist Church.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmembers Wisnaski, Keeney and Green.
Absent: None
5. Approval of Minutes:
A motion by Green, seconded by Wisnaski, to accept and place on file the Council Meeting Minutes of the 06/23/2025 regular meeting. On a voice vote, all voted in favor. Motion passed.
6. Public Comment: Lois Heuchert of 514 Morrell St. discussed filming and uploading City Council meetings to YouTube.
7. County Commissioner's Report: None.
8. Agenda approval:
A motion by Steele, seconded by Wisnaski, to approve the Agenda for the July 14, 2025 meeting as presented. On a voice vote, all voted in favor. Motion passed.
9. Mayor's Report: None.
10. Recommendations and Reports:
 - A. Board and Commission appointments are made by the Mayor, and subject to confirmation from Council.
A motion by Steele, seconded by Wisnaski, confirming the Mayor's appointment of Dale Burnham to the Planning Commission. On a roll call vote, all voted in favor. Motion passed.
 - B. Clerk Leonard discussed Ordinance 401, which amends Ordinance 199 to change the Parks and Tree Commission required annual meeting from January to March.
A motion by Keeney, seconded by Green, adopting Ordinance 401 as presented. On a roll call vote, all voted in favor. Motion passed.
 - C. Clerk Leonard discussed a Special Event Permit application for Island Fest. Island Fest will be held Saturday, July 26th.
A motion by Keeney, seconded by Steele, approving the Special Event Permit for Island Fest. On a roll call vote, all voted in favor. Motion passed.
 - D. City Manager Lakamper and council discussed both demolition and restoration of Mill Building #2, and the financial impact of each.
A motion by Keeney, seconded by Wisnaski, supporting the demolition of Mill Building #2. On a roll call vote, all voted in favor. Motion passed.
11. Communications:
A motion by Steele, seconded by Wisnaski, to accept and place on file the June 2025 Investment and Fund Balance Reports. On a voice vote, all voted in favor. Motion passed.
12. Accounts Payable:
A motion by Keeney, seconded by Steele that the bills be allowed and orders drawn in the amount of \$297,252.63 for payment of the same. On a roll call vote, all voted in favor. Motion passed.
13. Public Comments: None.
14. Staff Comments:
Personnel Coordinator/Interim Treasurer Kersten had nothing to report.
Superintendent Nieuwenhuis was excused from the meeting.

MINUTES
Plainwell City Council
July 14, 2025

Superintendent Keyzer stated he's getting acclimated now that Bryan Pond has retired, and fixing issues are they arise.

Director Callahan reminded everyone about Island City Fest, being held Saturday July 26. A section of Main St. will be closed from ~8am-1pm to allow for a classic car show.

Clerk Leonard had nothing to report.

City Manager Lakamper shared follow up information about the party from Illinois interested in several Mill buildings for use as a classic car restoration, storage and display business. He is meeting with them this Thursday at 1pm for a second property tour. He hopes to have a presentation from the interested party to present to Council with further information following the meeting.

He gave an update on the parcel in Industrial Park that the auto auction is interested in, sharing that an extension was provided to allow for further research into water retention on the property.

He shared an idea put forth by Corey Redder from the Parks & Tree Commission and City resident Terry Pickett to utilize a mile of the 10 acres behind the water tower in Kenyon Park as a walking trail. He noted that this land is dedicated for recreational use, and that changing that designation would be challenging and require working with the State.

15. **A motion by Steele, seconded by Wisnaski, to meet in closed session as permitted under section 8(a) of the Open Meetings Act to consider a periodic personnel evaluation of a public employee if the named individual requests a closed hearing at 7:39pm. On a voice vote, all voted in favor. Motion passed.**

A motion by Keeney, seconded by Wisnaski, to return to Open Session at 7:47pm. On a voice vote, all voted in favor. Motion passed.

16. Council Comments:

Mayor Pro Tem Steele discussed gravel trucks speeding down Sherwood St., noting this is a reoccurring issue. She would like a heavier police presence on Sherwood to discourage speeding.

Councilmember Green wished everyone a happy belated 4th of July.

17. Adjournment:

A motion by Steele, seconded by Wisnaski, to adjourn the meeting at 7:57pm. On a voice vote, all voted in favor. Motion passed.

Minutes respectfully
submitted by,
JoAnn Leonard
City Clerk

MINUTES APPROVED BY CITY COUNCIL
July 28, 2025

JoAnn Leonard, City Clerk



"The Island City"

MEMORANDUM

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

TO: City Council / Justin Lakamper, City Manager
FROM: Luke Keyzer, Supt, Water Renewal
DATE: July 22, 2025
SUBJECT: Approval for a 3 year agreement with Smartsights for .

SUGGESTED MOTION: I motion to approve Smart Sights Win 911 to provide the Water Renewal plant with service for SCADA system and emergency text messaging system.

BACKGROUND INFORMATION: Smartsights Win911 has serviced the SCADA system for the last couple years. They provide all of the text notifications for all of the lift stations and Water Renewal plant.

ANALYSIS: USA Smartsights provided a 1 year and a 3 year contract. The 3 year contract will save us \$1050.

BUDGET IMPACT: This will impact the fund 590-540-933.



Phone: 512.326.1011 Email: sales@smartsights.com

Proforma Invoice 2541832739 1 year
Created Date 6/27/2025
Customer Care # 65608C26
CCS End Date 8/26/2025
Contact Name Luke Keyzer
Email lkeyzer@plainwell.org

Plainwell WWTP
129 Fairlane St.
Plainwell, MI 49080
US

Plainwell WWTP
129 Fairlane St.
Plainwell, MI 49080
US

It's time to renew your WIN-911/XLReporter license!
Continue your subscription license for a three-year term, payable annually or upfront. If you choose to pay annually, please contact customer.care@smartsights.com or 512.326.1011 option 3.

To pay by credit card, please visit <https://smartsights.com/pay-your-invoice/>.
Please reference the invoice number on your purchase order, check or ACH remittance advice. Purchase orders and sales tax exemption forms may be sent to orders@smartsights.com.

Product	Description	Term (Months)	Quantity	Sales Price	Total Price
WIN-Ultimate-R	WIN-911 Ultimate Subscription Renewal. License Tracking #: 8011356;	12	1.00	\$2,700.00	\$2,700.00
WIN-PV-***-R	WIN-911 Premium Voice Renewal.	12	1.00	\$200.00	\$200.00
WIN-FT-R	FactoryTalk A&E Client Renewal.	12	1.00	\$150.00	\$150.00
Subtotal					\$3,050.00
Total Price					\$3,050.00
Tax					\$183.00
Grand Total					\$3,233.00

For ACH delivery:
Bank Routing Number: 111000614
Account Number: 550652518
Account Name: SmartSights, LLC

For Wire Transfers:
Bank Routing Number: 021000021
SWIFT Code: CHASUS33
General Bank Reference Address: JPMorgan Chase New York, NY 10017
Account Number: 550652518
Account Name: SmartSights, LLC

Remittance Address: SmartSights, LLC P.O. Box 738049 Dallas, TX 75373-8049



Phone: 512.326.1011 Email: sales@smartsights.com

Invoice Number 2541832739 3 year
Created Date 6/27/2025
Customer Care # 65608C26
CCS End Date 8/26/2025
Contact Name Bryan D.
Email bpond@plainwell.org

Plainwell WWTP
Bryan D.
140 Fairlane St.
Plainwell, MI 49080
US

Plainwell WWTP
Bryan D.
140 Fairlane St.
Plainwell, MI 49080
US

It's time to renew your WIN-911/XLReporter license!
Continue your subscription license for a three-year term, payable annually or upfront. If you choose to pay annually, please contact customer.care@smartsights.com or 512.326.1011 option 3.

To pay by credit card, please visit <https://smartsights.com/pay-your-invoice/>.
Please reference the invoice number on your purchase order, check or ACH remittance advice. Purchase orders and sales tax exemption forms may be sent to orders@smartsights.com.

Product	Description	Term (Months)	Quantity	Sales Price	Total Price
WIN-Ultimate-R	WIN-911 Ultimate Subscription Renewal. License Tracking #: 8011356;	36	1.00	\$7,250.00	\$7,250.00
WIN-FT-R	FactoryTalk A&E Client Renewal.	36	1.00	\$350.00	\$350.00
WIN-PV-***-R	WIN-911 Premium Voice Renewal.	36	1.00	\$500.00	\$500.00
Subtotal					\$8,100.00
Total Price					\$8,100.00
Tax					\$486.00
Grand Total					\$8,586.00

For ACH delivery:
Bank Routing Number: 111000614
Account Number: 550652518
Account Name: SmartSights, LLC

For Wire Transfers:
Bank Routing Number: 021000021
SWIFT Code: CHASUS33
General Bank Reference Address: JPMorgan Chase New York, NY 10017
Account Number: 550652518
Account Name: SmartSights, LLC

Remittance Address: SmartSights, LLC P.O. Box 738049 Dallas, TX 75373-8049



"The Island City"

MEMORANDUM

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

TO: City Council / Justin Lakamper, City Manager
FROM: Luke Keyzer, Asst. Supt, Water Renewal
DATE: July 22, 2025
SUBJECT: Approval to purchase a 4" flow meter from Endress Hauser.

SUGGESTED MOTION: I motion to approve the purchase of a 4" Promag flow meter and warranty startup from Forberg Smith for \$7,973.99.

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BACKGROUND INFORMATION: This meter is from 1998, and it has been serviced yearly to keep in spec. It failed a month ago, and parts are now obsolete. Before it fails and puts us in a bind, we would like to replace it.

ANALYSIS: Forberg Smith is who calibrates all of the meters within the system. They are reputable company that specializes in flow meters. This meter should be in place for the next 20+ years

BUDGET IMPACT: This will impact the fund 590-540-931.000

Mr. Luke LK Keyzer
Water Renewal
CITY OF PLAINWELL
WASTEWATER TREATMENT PLANT
129 FAIRLANE ST
PLAINWELL MI 49080-1272

Number **2061320018**

Dated 06/25/25

Valid to 07/19/25

Customer No. 46163205

External Sales Forberg - Bill Johnson

Telephone 586-854-9747

bill.johnson@smithinstrument.com

Inside Sales Forberg - Sales

Telephone 216-712-6600

fsprocesssales@forbergsmith.com

Your Reference Meter Replacement
Dated 06/25/25

Issue PO to:
Endress+Hauser c/o Forberg
2350 Endress Place
Greenwood, IN 46143

With My Endress+Hauser, view and order this quote! Easy,
fast, convenient!



**Order and track
online**

Summary

Item	Qty	Product	Delivery time	Net value (USD)
20	1 PC	Promag W 500, 5W5B1H, DN100 4"		5,925.32
		<u>5W5B1H-J1M4/0</u>	15 wrk.day(s)	
		(5W5B1H-CSEEBADAAFBAA1DUA1KGAA2)		
				Unit price
				5,925.32

Endress+Hauser Inc.
Toll Free - 888-ENDRESS
FAX - 317-535-8498
www.us.endress.com

Regional Centers:
East - Chalfont, PA 18914
Gulfcoast - Pearland, TX 77047
Midwest - Greenwood, IN 46143
West - Pearland, TX 77047

Remit To:
ENDRESS+HAUSER -DEPT 78795
P.O. Box 78000
DETROIT, MI 48278-0795

Item	Qty	Product	Delivery time	Net value (USD)
30	1 PC	Warranty Start-Up XD21US-1082/0 (XD21US-AA)	to be agreed	1,630.00
				Unit price 1,630.00
Your item number: 910000				
Total prices				7,555.32
Logistic Service				152.03
Supply Chain Surcharge				266.64
Net value				7,973.99
Sales Tax Total				0.00
Total including tax (USD)				7,973.99

Ship-To

CITY OF PLAINWELL
WASTEWATER TREATMENT PLANT
129 FAIRLANE ST
PLAINWELL MI 49080-1272

Payment term

Net 30 Days

Delivery conditions

DAP Delivered at place CUSTOMER SITE - Incoterms® 2020

Warranty

Details are listed in the items further below.

Delivery time

The mentioned delivery times are calculated in working days and are based on partial, standard delivery service.
If you wish complete delivery, please contact your sales representative.

Details

Dated 06/25/25

Item	Qty	Product	Net value (USD)
20	1 PC	Promag W 500, 5W5B1H, DN100 4" 5W5B1H-J1M4/0 (5W5B1H-CSEEBADAAFBAA1DUA1KGAA2)	5,925.32
		EDI-Orderref.: 2061320018-0020	Unit price 5,925.32
		Electromagnetic flowmeter Inline version. Application: Dedicated to the measurement of industrial or municipal water and wastewater. International drinking water approvals. Installation length: DVGW/ISO conform. Remote version. 4-line display, touch control. :: Specialist for Water + Wastewater; remote version with up to 4 I/Os. :: Reliable measurement at constant accuracy with 0 x DN inlet run and no pressure loss (optional).	

Warranty 12 months after delivery

Delivery time 15 wrk.day(s)

Order code description

- CS Approval; Transmitter; Sensor: CSA C/US; Cl.I Div.2,NI; Cl.I Div.2
- E Design: Fixed flange
- E Power Supply: AC 100...240V
- BA Output; Input 1: 4-20mA HART
- D Output; Input 2: Configurable I/O default off
- A Output; Input 3: W/o;
- A Output; Input 4: W/o;
- F Display; Operation: 4-line illum.; touch control
- B Integrated ISEM Electronic: Transmitter
- A Transmitter Housing: Alu, coated
- A Sensor Junction Housing: Alu, coated
- 1 Cable, Sensor Connection: 5m/15ft coil and signal cable
- D Electrical Connection: Thread NPT1/2
- U Liner: Polyurethane
- A1K Process Connection: Cl.150, carbon steel, flange ASME B16.5
- G Electrodes: 1.4435/316L, bullet nose

Version

Item	Qty	Product	Net value (USD)
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A Calibration Flow: 0.5%

A2 Device Model: 2

Details

Curr. output 1	Volume flow
Current span	4...20 mA US
4 mA value	0.00000 USgal/min
20 mA value	300.00000 USgal/min
Failsafe mode current	Max.
output	
Damping output 1	1.00000 s
Curr. output 2	Off
Format display	1 value, max. size
Value 1 display	Volume flow
Value 2 display	None
Value 3 display	None
Value 4 display	None
Display damping	0.00000 s
Totalizer 1	
Unit	USgal
Operating mode totalizer	Net flow total
Failure mode	Stop
Totalizer 2	
Unit	USgal
Operating mode totalizer	Net flow total
Failure mode	Stop
Totalizer 3	
Unit	USgal
Operating mode totalizer	Net flow total
Failure mode	Stop

Net weight: 50.955 pound

Country of origin	Country of dispatch	HS-Code
US	US	9026102040

US: Subject to US Export Administration Regulations - EAR99

30	1 PC	Warranty Start-Up XD21US-1082/0 (XD21US-AA)	1,630.00
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Item	Qty	Product	Net value (USD)
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EDI-Orderref.:	2061320018-0030	Unit price	1,630.00
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Your item number: 910000
To protect against unexpected repair costs and ensure peak performance Start-up Package safeguards new devices throughout the extended warranty period of 24 months. Warranty begins on the ship date of the device(s). On-site support and/or optional commissioning can be provided on request by qualified technicians within 12 month of device delivery.

Delivery time to be agreed

Order code description

- A On-site support/commissioning: 1 x half day option
- A Extended Warranty: 1 x instrument/s, 2 additional years after shipment date , (3 years in total) in workshop

Net weight: 0 pound

General Terms & Conditions of Sale

All sales order related transactions with Endress+Hauser, Inc. shall be governed by Endress+Hauser, Inc.'s General Terms and Conditions of Sale ("E+H Terms") which are subject to modification. Please visit <https://www.us.endress.com/static/terms-conditions> for the most up to date E+H Terms. Any contracts or agreements which are currently in place shall apply and will not be replaced by the E+H Terms.



"The Island City"

MEMORANDUM

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

TO: City Council / Justin Lakamper, City Manager
FROM: Robert Nieuwenhuis
DATE: 7/24/25
SUBJECT: Water

SUGGESTED MOTION: I make a motion to approve Peerless Midwest to overhaul well # 7 for a do not exceed cost of \$33,540.00

BACKGROUND INFORMATION: The City of Plainwell has Peerless Midwest conduct a yearly check on our municipal wells. We have a meeting after the yearly check to discuss how well the wells are producing and functioning. We then set a plan for maintenance of the wells hopefully prior to failure and that is what we have presented here. Peerless has always worked well with the City on past projects and has vast knowledge in what is needed for us to keep our municipal wells functioning.

ANALYSIS: Keeping the wells maintained and operational is a very important task and needs to be done.

BUDGET IMPACT: This is an item that will be out of water for general maintenance.



QUOTATION

City of Plainwell
Department of Public Works
126 Fairlane St
Plainwell, MI 49080
Attn: Mr. Bob Nieuwenhuis

QUOTE # _____ DLC 2025-0707-2

DATE _____ July 7, 2025

REFERENCE _____ **Well No. 7 Pump Overhaul**

Mobilize to site with 2 man crew, support truck and pump hoist rig. Set up and remove the pumping equipment from the well. Once the pumping equipment has been successfully removed we will bring to our shop for teardown and inspection. A report with our findings will be provided. After the pump repairs have been made we will mobilize to site, install the pumping equipment, disinfect the well, test and coordinate samples with the City.

Labor, equipment and materials to complete the above tasks \$33,540.00

Note: Due to unknown condition of the pumping equipment, this proposal is worst case scenario new from the discharge head down with a standard recondition of the 100 hp motor.

Total: \$33,540.00

ACCEPTED BY _____

TITLE _____

DATE _____

PEERLESS-MIDWEST, INC.

DC Coulier

DC Coulier, Project Manager



"The Island City"

MEMORANDUM

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

TO: City Council / Justin Lakamper, City Manager
FROM: Amanda Kersten, Personnel Coordinator/Interim Treasurer
DATE: July 24, 2025
SUBJECT: Amendment to Section 125 Plan

SUGGESTED MOTION:

I motion to approve an amendment to the City's Section 125 Plan to opt out of offering Flexible Spending Accounts (FSAs) and Dependent Care Accounts (DCA) for the current plan year.

BACKGROUND INFORMATION:

The City is transitioning from Priority Health to Blue Care Network for the upcoming benefit plan year. Both carriers partner with Health Equity, our current administrator for flexible benefit plans, which include Health Savings Accounts (HSAs), Flexible Spending Accounts (FSAs), Limited Purpose FSAs, and Dependent Care Accounts (DCAs).

Each of these plans carries administrative fees. As no employees are currently enrolled in FSAs or DCAs—and no one has elected them for the upcoming plan year—the City will opt out of these unused offerings to avoid unnecessary costs. We will continue to offer HSAs and revisit offering the Flex benefits in future years should employee interest arise.

ANALYSIS:

Each Flexible plan option carries a per-participant, per-month administrative fee, with minimum monthly fees ranging from \$50 to \$75 per account type.

While HealthEquity will continue administering HSAs, opting out of unused FSA and DCA offerings allows us to avoid unnecessary administrative costs without affecting current employee benefits.

BUDGET IMPACT:

By opting out of unused Section 125 account options, the City will avoid paying unnecessary monthly administrative fees.

**CITY OF PLAINWELL
FLEXIBLE BENEFITS PLAN**

**AND ALL SUPPORTING FORMS HAVE BEEN PRODUCED FOR
HEALTHEQUITY INC**

**CITY OF PLAINWELL
FLEXIBLE BENEFITS PLAN**

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**CITY OF PLAINWELL
FLEXIBLE BENEFITS PLAN**

INTRODUCTION

The Employer has amended this Plan effective August 1, 2025, 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.

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.

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.

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) 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
- (2) Health Savings Account Benefit

4.2 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.

4.3 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.

4.4 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.

4.5 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.

4.6 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.

4.7 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.

4.8 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.

4.9 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.

4.10 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).

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 (CHIP); 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) **Health Savings Account changes.** With regard to the Health Savings Account Benefit specified in Section 4.9, 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.

(k) **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 BENEFITS AND RIGHTS

6.1 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.

ARTICLE VII ADMINISTRATION

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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 VIII AMENDMENT OR TERMINATION OF PLAN

8.1 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.

8.2 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.

ARTICLE IX MISCELLANEOUS

9.1 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.

9.2 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.

9.3 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.

9.4 EXCLUSIVE BENEFIT

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

9.5 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.

9.6 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.

9.7 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.

9.8 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.

9.9 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.

9.10 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.

9.11 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.

9.12 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.

9.13 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.

9.14 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.

9.15 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.

9.16 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.

9.17 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.

9.18 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.

9.19 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.

9.20 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.

9.21 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

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

9.22 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.

9.23 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



"The Island City"

MEMORANDUM

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

to: Mayor and City Council
FROM: Justin Lakamper, City Manager
DATE: July 28th, 2025
SUBJECT: Fleis and Vandenbrink Professional Services Agreement – South Main Construction

SUGGESTED MOTION: I motion to enter into a Professional Services Agreement with Fleis and Vandenbrink for construction engineering services on the South Main road reconstruction project for \$75,500.

BACKGROUND INFORMATION: The City is having South Main Street between M-89 and Chart Street milled and repaved this August. The project design and bid letting for this project was completed by Fleis and Vandenbrink earlier this year. This is an MDOT job as 80% of the construction cost will be covered by the State. The City is responsible for the remaining 20% of construction costs and all engineering. This proposal is part of the engineering services that the City is responsible for. Specifics of what services are encompassed in this agreement can be found in the attached agreement.

ANALYSIS: This project has been in the works for the last two years. We are now nearing the final stage of construction. Fleis and Vandenbrink is the City's engineer of record and has been a trusted and preferred vendor for many years. Therefore, no other bids were sought for this work in accordance with our purchasing policy. The increased cost of this public service agreement as compared to others in the past (Old Orchard) is due to the reporting requirements from MDOT.

BUDGET IMPACT: This will come out of the Major Streets fund.

ATTACHMENTS: Professional Service Agreement

May 15, 2025

Justin Lakamper - Manager
City of Plainwell
211 N. Main Street
Plainwell, MI 49080

RE: Proposal for MDOT LAP Construction Engineering Services for S. Main Street

Dear Justin:

As you are aware, Fleis & VandenBrink (F&V) has designed and assisted in bidding for the construction of the improvements to S. Main Street. Now that the project is transitioning to the construction phase, the duration of construction and the level of effort required for construction engineering services can now be determined.

In accordance with the projected construction schedule, we anticipate on-site construction activities for the improvements will encompass a three (3) week construction window during the summer of 2025. We propose completing the construction engineering of the above-described improvements in accordance with the Work Plan below.

Work Plan

Design & Bidding

Design and bidding services were previously authorized by the City and completed by F&V in 2024, and the project was let by MDOT on April 4, 2025.

Construction Engineering

1. Provide project administration and engineering consultation throughout the construction period, including:
 - a. Schedule and attend preconstruction meeting with the Contractor, MDOT, and City staff. Prepare and distribute meeting minutes.
 - b. Schedule and attend progress meetings. Prepare and distribute meeting minutes. We have budgeted two (2) progress meetings during construction.
 - c. Prepare contractor pay estimates and submit to MDOT for payment.
 - d. Prepare contract modifications, if necessary, and submit recommendations to the City and MDOT for authorization.
 - e. Maintain project files on behalf of the City using "AASHTOWARE" software in accordance with the new MDOT practice.
 - f. Prepare and sign MDOT required documents as "Project Engineer."
2. Provide on-site observation during construction. Our budget includes 50 hours per week for three (3) weeks of on-site inspection. The RPR's duties shall include:

4798 Campus Drive
Kalamazoo, MI 49008
P: 269.385.0011
F: 269.382.6972
www.fveng.com

- a. Record keeping of construction activities, measure and record contract pay items.
 - b. Address complaints filed with the City.
 - c. On-site density testing of HMA paving.
3. Coordinate off-site materials testing in accordance with MDOT requirements. Laboratory testing costs are included in our proposed fee to the City and anticipated to be completed by SME in their Kalamazoo laboratory.
4. Conduct on-site wage rate interviews, collect and review certified payrolls and report discrepancies in accordance with MDOT requirements.
5. Conduct an on-site final review meeting with the Contractor, MDOT, and City staff to review the completed work. Prepare a final punch list of remaining work items. Provide follow-up inspection to verify that the punch list items have been completed.
6. Prepare record drawings.
7. Assist with MDOT audit of project files for project acceptance and closeout.

We propose to complete the Scope of Work identified above for a lump sum fee of **\$ 75,500**.

Authorization to proceed with this work can be given by returning a copy of this proposal signed where indicated below.

We look forward to continuing our work with the City on this project. Please let us know if you have any questions, comments, or need any additional information regarding this proposal. Thank you.

Sincerely,

FLEIS & VANDENBRINK



Jeffrey S. Wingard, P.E.
Project Manager



Matthew G. Johnson, P.E.
Regional Manager / Associate

Work Authorization

*Fleis & VandenBrink Engineering, Inc. (F&V) is hereby authorized to perform the above-described services as detailed in this letter dated **May 1, 2025**, and authorized under the existing Professional Services Agreement with the City of Plainwell dated **April 12, 2018**.*

Justin Lakamper – Manager

Date

R



PLAINWELL PUBLIC SAFETY

Police, Fire and Medical First Responder Services

MONTHLY REPORT

June 2025

Prepared by Director Kevin Callahan

Plainwell Department of Public Safety

Scheduled Hours By Activity for June 2025

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.

Total Hours
761

Percentage of Total Hours

95 12.47%

141 18.50%

198 26.00%

327 43.02%

433 56.98%

Plainwell Department of Public Safety

Complaints/Activities for June 2025

ARRESTS

CUSTODIAL ARRESTS	10	<i>An individual taken into custody for a criminal offense and jailed for that offense.</i>
ARREST COUNTS	15	<i>Criminal complaints or cases cleared by the custodial arrest or issuance of a warrant(s).</i>

TRAFFIC ENFORCEMENT & CITATIONS

HAZARDOUS CITATIONS	4	<i>Uniform Law Citations issued by officers to individuals for moving traffic violations. (Drag racing, Speeding, etc.)</i>
NON-HAZARDOUS CITATIONS	11	<i>Uniform Law Citations issued by officers to individuals for NON-moving traffic violations. (Registration, Equipment, Etc.)</i>
DRUNK DRIVING CITATIONS	0	<i>This is an activity that we specifically monitor that would normally be considered a hazardous citation.</i>
PARKING CITATIONS	1	<i>Citations issued in violation of city ordinance. This would include Overnight Parking, Time Limitation Parking, etc.</i>
VERBAL WARNINGS	11	<i>Traffic enforcement where no citation was issued but warnings were given.</i>
TOTAL TRAFFIC CITATIONS/WARNINGS	27	

COMPLAINTS

ORIGINAL DISPATCH COMPLAINTS	262	<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	10	<i>Complaints observed by the officer while on patrol or came to their attention by personal observation.</i>
TOTAL COMPLAINTS	272	

OTHER ACTIVITIES

MOTORISTS ASSISTS	2	<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	1	<i>Total motor vehicle accidents both on public roads or private property.</i>
COMMERCIAL BUILDING SECURITY CHECK	1,879	<i>Nightly security inspections of business' conducted by officers to assure windows and doors are locked.</i>
FOUND UNSECURED	0	<i>The number of business' found unlocked or unsecured.</i>

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	1	7
1200	Robbery	0	0
1300	Aggravated & Non-Aggravated Assault	5	42
PROPERTY CRIMES			
2000	Arson	0	0
2100	Extortion	0	0
2200	Burglary	1	5
2300	Larceny	4	25
2400	Motor Vehicle Theft	3	4
2500	Forgery/Counterfeiting	0	1
2600	Fraudulent Activities	0	11
2700	Embezzlement	0	0
2800	Stolen Property - Buying, receiving	0	0
2900	Damage to Property	5	14
3500	Violation of Controlled Substances Act	1	2
MORALS/DECENCY CRIMES			
3600	Sex Offenses (Other than Sexual Assault)	0	0
3700	Obscenity	0	2
3800	Family Offenses	0	8
4100	Liquor Violations	0	0
PUBLIC ORDER CRIMES			
4800	Obstructing Police - Offenses Which Interfere with Investigations	0	0
4900	Escape/Flight - Fleeing and Eluding a Officer's Custody	1	1
5000	Obstructing Justice	2	15
5200	Weapons Offenses	0	1
5300	Public Peace	9	44
5400	Traffic Investigations - Any Criminal Traffic Complaints	5	16
5500	Health and Safety	31	117
5600	Civil Rights	0	0
5700	Invasion of Privacy	2	11
6200	Conservation Law Violation	0	0
7300	Miscellaneous Criminal Offense	0	0
GENERAL NON-CRIMINAL			
9100	Juvenile/Minor/School Complaints	5	18
9200	Civil Custody	0	3
9300	Traffic Non-Criminal (Reports Only - Does not include Citations Issued)	3	27
9400	False Alarm Activation	2	15
9500	Fires (Other than Arson)	0	4
9700	Accidents, All Other	2	22
9800	Inspections, Unfounded FIRS	4	0
9900	General Assistance (All Except Other Police Agencies)	93	515
9911 & 9912	General Assistance (Other Police Agencies)	71	404
FIRS	Medical First Responder	25	203



June Reports for Plainwell Department of Public Safety

PRIORITY 1 ASSISTS OUTSIDE OF JURISDICTION

The Plainwell Department of Public Safety was dispatched to 71 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
06/02/2025	22:08	22:15	14 4 th St	Assist GPFD – Possible Structure Fire	On Station Standby / Cancelled	0	3	3
06/20/2025	21:32	21:38	209 E Grant St	Carbon Monoxide Alarm	Investigate	C5, E11, T63	2	3
06/22/2025	01:11	01:14	208 E Chart St	Fire & CO Alarm	Investigate	C5, E11	1	3
06/22/2025	22:38	22:50	821 Wakefield St	Haz Mat	Hazardous Materials Leak Control & Containment	C5, E11, T63	2	4
06/28/2025	18:54	18:56	M-89 / 5 th St	Assist GPFD - Vehicle Accident	Provide First Aid & Check For Injuries, Provide Manpower	C5, C17	2	2
06/29/2025	16:25	16:35	Kalamazoo River / Starr Road	Assist GPFD – River Rescue	Cancelled Enroute	C2, C6, T63, Boat	5	3
06/30/2025	11:09	11:14	691 W Bridge St	Fire Alarm	Investigate / Restore Fire Alarm System	C2, C6	3	5

Calls for Service at Plainwell Schools

Plainwell High School: 0
684 Starr Road

Plainwell Middle School: 0
720 Brigham Street

Early Childhood Development: 0
307 E. Plainwell Street

Admin, Maintenance & Bus Garage: 0
600 School Drive

Gilkey School: 0
707 S. Woodhams Street

Starr Elementary: 3
601 School Drive

Renaissance School: 0
798 E. Bridge Street

Ordinance Report

We had **33** Ordinance Complaints.

This is a breakdown of the Ordinance Violations for the month of June 2025:

- (2) - Travel Trailer Storage/Camping Violation.
- (1) - Inoperable Vehicle.
- (3) - Litter/ Car Parts.
- (2) - Leaves around Storm Drain/at Entrance Drive.
- (3) - Brush in Roadway/Right of Way.
- (1) - Equestrian Items in Front Yard.
- (20) - Long Grass/Weeds.

Water Renewal
Superintendent: Luke Keyzer
July 2025



Significant Department Actions and Results

Pending Items (including CIP) FY 25/26

- Duperon Screen replacement
- Duperon Drive replacement
- Odor Study
- YSI DO Probe replacement
- Wakefield Lift Station upgrade

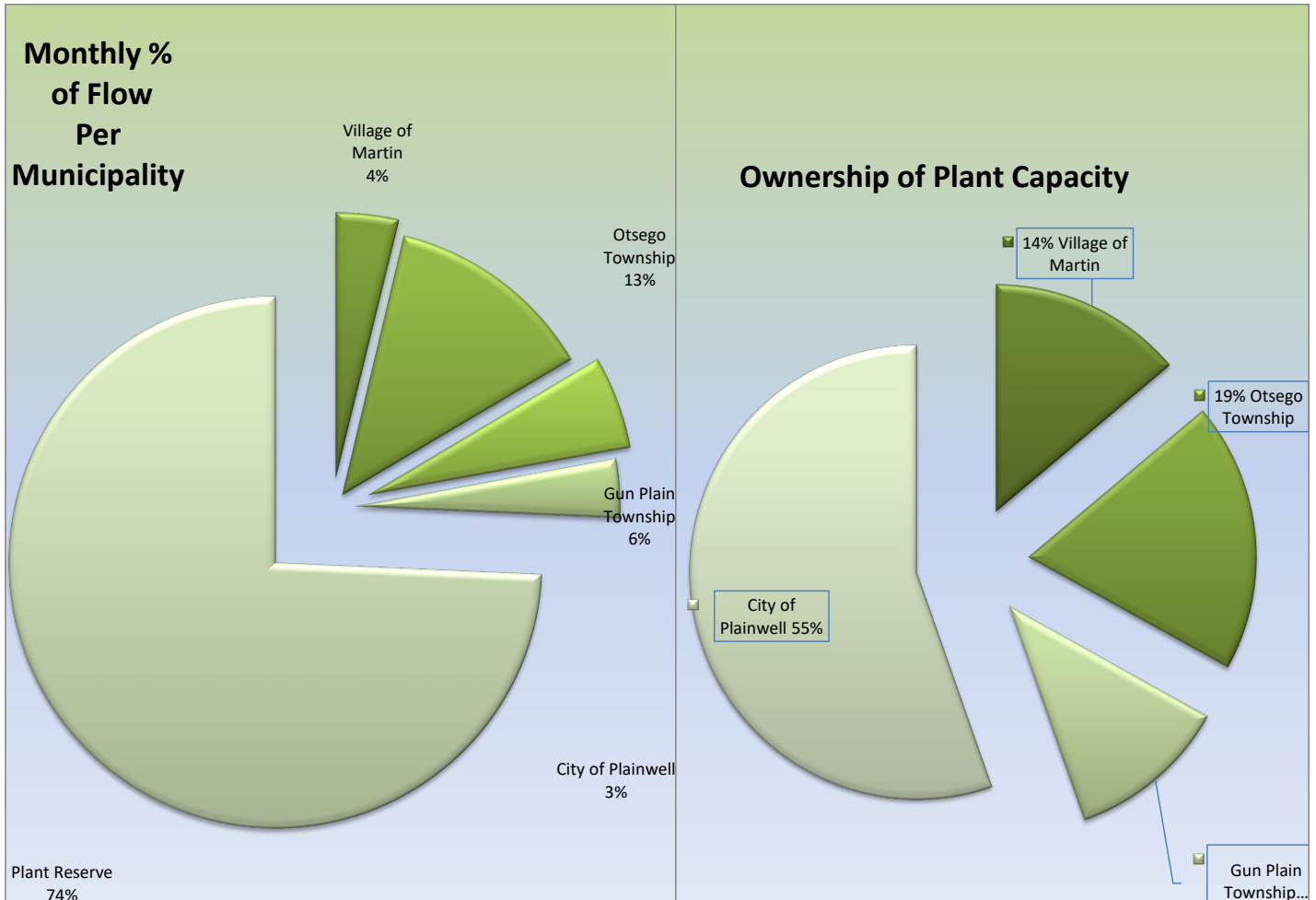
Expenditure Summary/Issues

<u>(budgeted)</u>	(completed)
\$62,500	
\$25,000	
\$30,215	
21,610	
<u>\$20,000</u>	
\$159,325	

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
Village of Martin	772,249			
Gun River MH Park	323,000			
US 131 Motor Sports Park	20,000			
Total:	1,115,249			
AVG. DAILY:	37,175	180,000	79%	14%
Otsego Township	3,819,100			
AVG. DAILY:	127,303	250,000	49%	19%
Gun Plain Township	1,168,000			
Ridderman Gas Station	29			
USA Earthworks	1,000			
North Point Church	2,000			
North 10th Street	275,954			
Gores Addition	239,000			
TOTAL	1,685,983			
AVG. DAILY	7,967	150,000	95%	12%
City of Plainwell	1062796			
AVG. DAILY:	46208.54	720,000	94%	55%
Avg. Daily Plant Flow from entire service district		0.33		



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	4.99
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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):

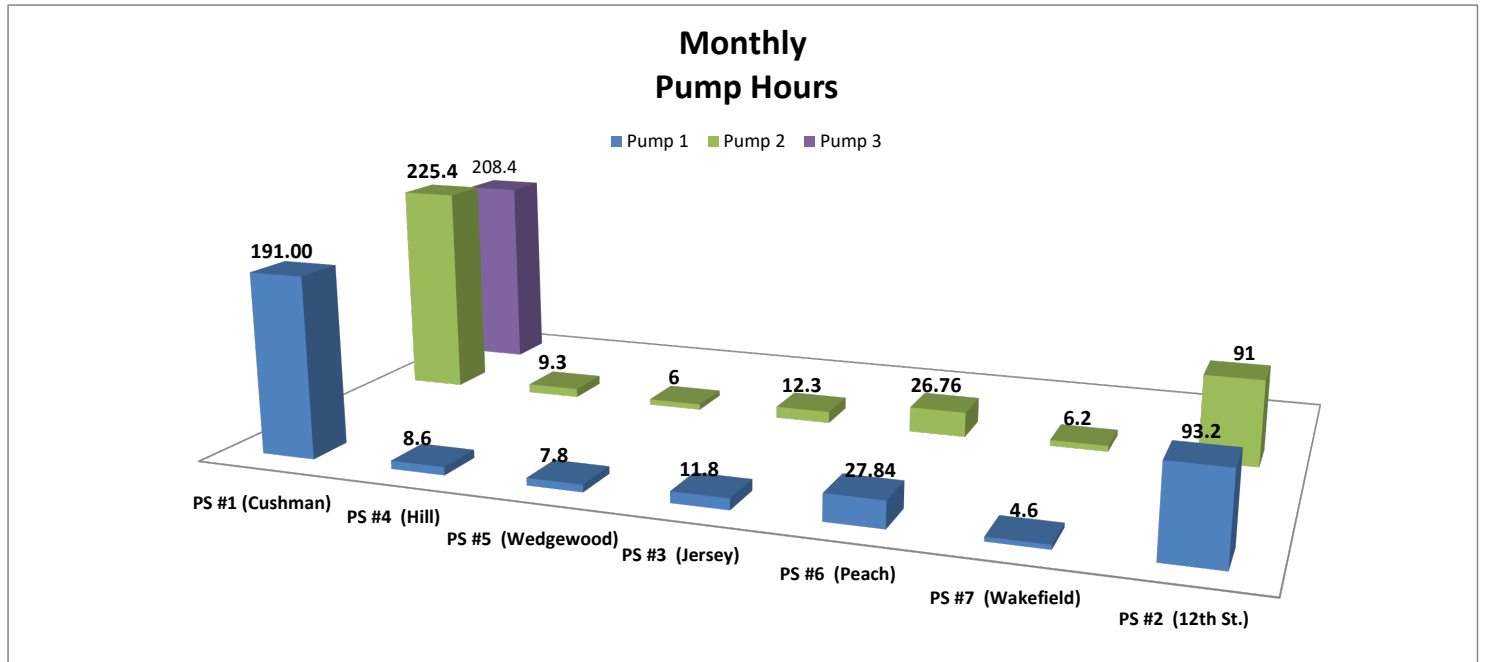
1.0 mg/l	0.45	0.43
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Controlling phosphorous discharges is a key factor in preventing eutrophication of surface waters. Eutrophication is caused by water enrichment of inorganic plant nutrients. Eutrophication negatively effects water bodies due to increases 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	5
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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
Plainwell BRA DDA TIFA
June 10, 2025

1. Chairman Larabel called the meeting to order at 7:30am in City Hall Council Chambers.
2. Pledge of Allegiance was given by all present.
3. Roll Call: Present: Randy Wisnaski, Nick Larabel, Adam Hopkins, Cathy Green, Justin Lakamper, Paul Rizzo, and David Steffen Excused: Jim Turley
4. Approval of Minutes:
A motion by Rizzo, seconded by Green, to accept and place on file the BRA DDA TIFA Meeting Minutes of the 5/13/2025 meeting. On a voice vote, all voted in favor. Motion passed.
5. Public Comment: JJ Hayka from Representative Matt Hall's office introduced himself to the Board.
6. Chairman's Report: None.
7. Recommendations and Reports:
 - A. **A motion by Hopkins, seconded by Green, confirming BRA payables for May 2025 in the amount of \$225.83. On a voice vote, all in favor. Motion passed.**
 - B. **A motion by Larabel, seconded by Hopkins, approving the BRA 2025/2026 Budget. On a voice vote, all in favor. Motion passed.**
 - C. **A motion by Larabel, seconded by Rizzo, confirming DDA payables for May 2025 in the amount of \$2,480.28. On a voice vote, all in favor. Motion passed.**
 - D. **A motion by Hopkins, seconded by Larabel, approving the DDA 2025/2026 Budget. On a voice vote, all in favor. Motion passed.**
 - E. **A motion by Larabel, seconded by Wisnaski, confirming TIFA payables for May 2025 in the amount of \$313.27. On a voice vote, all in favor. Motion passed.**
 - F. **A motion by Rizzo, seconded by Hopkins, approving the TIFA 2025/2026 Budget. On a voice vote, all in favor. Motion passed.**
8. Communications:
The May 2025 Summary and Detail Financial Reports and City Council Meeting minutes from 4/28/2025 and 5/12/2025 were reviewed.
9. Public Comment: None.
10. Staff Comment: City Manager Lakamper provided an update on building #2, sharing that the insurance company wanted to inspect the roof. He stated that the City had offered the Downtown Development Manger job to an applicant who turned it down. Justin discussed the current revolving loan fund process, sharing concerns with the Board about the application and approval process. He stated that since the loans funds are located within the General Fund, final approval should from City Council. He recommends the DDA BRA TIFA Board review revolving loan applications, and provide their recommendations to Council for the final decision. He is meeting with a bank loan officer to discuss the process.
11. Board Member Comment: Larabel shared that City Council had chosen Watts Home & Construction for the Mill property development. He asked Justin for an update on the Mill building 2. Both Larabel and Hopkins want to be sure that the revolving loan application process follows USDA guidelines and remains as simple and accessible as possible for small business owners. Rizzo stated that funds tend to be available sooner through a revolving loan. Newly appointed DDA member David Steffen introduced himself to the Board.
12. Adjournment:
A motion by Rizzo, seconded by Hopkins, to adjourn the meeting at 8:01am. On a voice vote, all voted in favor. Motion passed.

Submitted by,
JoAnn Leonard, City Clerk

MINUTES
CITY OF PLAINWELL
PARKS & TREES COMMISSION
June 12, 2025

1. Chairperson Bradley called the meeting to order at 5:06pm.
2. Roll Call: Present: Chairperson Bradley, Commissioners Keeler, DeYoung, Redder, and LaDuke, Superintendent Nieuwenhuis and Councilmember Steele.
Excused: None.
3. Approval of Minutes:
A motion by LaDuke, seconded by Redder, to accept and place on file the Parks & Trees Meeting Minutes of the 05/15/2025 regular meeting. On a voice vote, all voted in favor. Motion passed.
4. Park Reports:
Bob reported that all the City flowers have been planted, and thanked Commissioners Keeler and DeYoung for their hard work. The parks have been mulched, and the tree Memorial Plaque is being made. The kayak launch was installed at Darrow Park.

Sherwood Park Maintenance Report – Shirley DeYoung
Shirley reported that the park looks great.

Pell Park Maintenance Report – Marsha Keeler
Marsha reported that mulching was done today, and that the rose garden looks amazing.

Hicks Park Maintenance Report – Matthew Bradley
Matthew reported that the park picnic tables are being used regularly, and stated the new mulch looks good with the ferns. He noted that the boardwalk has some loose boards that may need repair.

Cook Park Maintenance Report – Cory Redder
Cory reported that the park looks good and the grass is growing in well.

Kenyon Park Maintenance Report – Bob Nieuwenhuis
Bob reported that the school was done using the field this week.

Darrow Park Maintenance Report – Bunny LaDuke
Bunny reported that the launch looks great. She noted that the approach may need some fill as some areas are uneven.

Riverwalk, Band Shell & CBD Maintenance Report – Cory Redder
Cory reported that the bandshell looks good.
5. New Business:
 - A. The Commission discussed changing the monthly meeting day and time.
A motion by LaDuke, seconded by Redder, to move the monthly Parks & Trees Commission meeting from the Thursday after the first Council meeting of the month at 5pm to the second Tuesday of the month at 4pm effective immediately. On a voice vote, all in favor. Motion passed.
 - B. The Commission discussed changing the mandatory annual Parks & Trees Commission meeting from January to March.
A motion by DeYoung, seconded by Redder, to move the mandatory annual Parks & Trees Commission meeting from the month of January to the month of March. On a voice vote, all in favor. Motion passed.

**MINUTES
CITY OF PLAINWELL
PARKS & TREES COMMISSION
June 12, 2025**

6. Open Business:

- A. Commissioner LaDuke discussed the pollinator garden and provided handouts to the group showing potential flower selections, dimensions of the raised planting bed and sign size and placement. The proposed pollinator garden will be 15' x 6' with a 40" sign identifying the Department of Public Works and Water Renewal buildings located in the center, and situated in front of the DPW and Water Renewal buildings.

A motion by DeYoung, seconded by Redder, to proceed with the grant application for the pollinator garden as proposed. On a voice vote, all in favor. Motion passed.

7. Public Comments: None.

8. Staff Comments: Superintendent Nieuwenhuis introduced Clerk Leonard as the recording secretary for the Commission, and thanked Cheryl Pickett for serving as secretary. He stated that he will provide timelines for projects originating from DPW.

9. Chairman's Report: None.

10. Commissioners' Comments:

Commissioner LaDuke asked for clarification about the placement of palm trees downtown, sharing that she had a discussion with a concerned business owner. She shared grant information she had found with the group. The Commission as a whole thanked Cheryl Pickett for serving as Commission secretary.

11. Items for Next Agenda: None.

Next Meeting: **Tuesday, July 8th at 4pm.**

12. Adjournment:

A motion by DeYoung, seconded by Redder, to adjourn the meeting at 6:37pm. On a voice vote, all voted in favor. Motion passed.

Minutes respectfully
submitted by,
JoAnn Leonard

07/24/2025

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL
INVOICE ENTRY DATES 07/11/2025 - 07/24/2025
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Vendor Code	Vendor Name		Amount
	Invoice	Description	
000002	AT&T		
	269685195707 25	AIRPORT LANDLINE JULY 2025	191.64
	269685682407 25	DPW LANDLINE JULY 2025	191.64
TOTAL FOR: AT&T			383.28
000004	PLAINWELL AUTO SUPPLY INC		
	744774	DPW - OIL/FILTER #6 AB	52.05
	745021	DPW - HOSE/HOSE END FITTINGS #62 JF	116.53
TOTAL FOR: PLAINWELL AUTO SUPPLY INC			168.58
000009	CONSUMERS ENERGY		
	207148081608	WR PLANT ELECTRIC JULY 2025	7,895.42
TOTAL FOR: CONSUMERS ENERGY			7,895.42
000010	RIDDERMAN & SONS OIL CO INC		
	190900	DPW - 133GL 30 - #2 DYED DIESEL CP	370.10
	190901	DPW - 122GL 5-87 REG 10% ETHANOL GASOLINE CP	274.76
TOTAL FOR: RIDDERMAN & SONS OIL CO INC			644.86
000013	RATHCO SAFETY SUPPLY INC		
	185323	DPW - SPEED LIMIT SIGNS(3) 1 JERSEY 2 STOCK CP	170.00
	185324	DPW - STOP SIGNS(3) CP	159.39
TOTAL FOR: RATHCO SAFETY SUPPLY INC			329.39
000014	MICHIGAN GAS UTILIITIES CORP		
	5550688089	DPW BLDG GAS SERVICE JUNE 2025	82.66
	5551088192	CITY HALL GAS JUNE 2025	42.58
	5551636960	WR PLANT GAS SERVICE JUNE 2025	1,315.19
	5551645913	WR CUSHMAN ST LIFT GAS SERVICE JUNE 2025	46.67
	5551946050	DPS BLDG GAS SERVICE JUNE 2025	33.43
	5552367799	DPW WATER CHEM ROOM GAS JUNE 2025	53.49
	5552866232	WR 12TH ST LIFT GAS SERVICE JUNE 2025	41.96
	5555212245	DPW BACK BARN GAS SERVICE JUNE 2025	41.25
TOTAL FOR: MICHIGAN GAS UTILIITIES CORP			1,657.23
000034	VERIZON		
	6118153883	DPW/WR ALARM SERVICE 6/11 - 7/10/2025	44.37
TOTAL FOR: VERIZON			44.37

000035	APPLIED INNOVATION		
	2876275	CITY HALL COPIER CHARGES 6/13 - 7/12/2025	161.21
	2880689	DPW COPIER CHARGES 6/16 - 7/15/2025 CP	161.58
	TOTAL FOR: APPLIED INNOVATION		322.79
000046	EMERGENCY VEHICLE PRODUCTS		
	S0021000	DPS - SERVICE/REPAIR ENGINE 17 SIREN BRACKET/MOUN	1,123.10
	TOTAL FOR: EMERGENCY VEHICLE PRODUCTS		1,123.10
000381	LAPHAM HEATING INC		
	4617	DPW - A/C UNIT SERVICE CALL CP	110.17
	TOTAL FOR: LAPHAM HEATING INC		110.17
000531	CUMMINS SALES AND SERVICE		
	S3-250637582	DPW - WELL 7 GENERATOR SERVICE RN	401.61
	TOTAL FOR: CUMMINS SALES AND SERVICE		401.61
000581	FADER EQUIPMENT INC		
	146056	DPW - HILTI 14" 3BLD SAW JF/CP	1,450.00
	TOTAL FOR: FADER EQUIPMENT INC		1,450.00
000843	B & C TROPHY		
	1040	ADMIN - SHIRTS FOR RN & LK	321.00
	TOTAL FOR: B & C TROPHY		321.00
000947	WYOMING ASPHALT PAVING INC.		
	2025-262	DPW - 1.61 B/2.16 T HILL ST BRIDGE CP	239.16
	2025-305	DPW - 1.63B/1.14T MAJOR STREETS CP	173.04
	TOTAL FOR: WYOMING ASPHALT PAVING INC.		412.20
001043	BS&A SOFTWARE		
	162480	ADMIN - HR SYSTEM ANNUAL SERVICE/SUPPORT AK	447.00
	TOTAL FOR: BS&A SOFTWARE		447.00
001215	FLIER'S		
	144493	WR - FILTER/LAMP/SALT(4) LK	279.05
	TOTAL FOR: FLIER'S		279.05
001748	REPUBLIC SERVICES		
	0249-008588451	DPW - TWO CONTAINERS JULY 2025	563.90
	0249-008588737	WR - TWO CONTAINERS JULY 2025	370.50
	TOTAL FOR: REPUBLIC SERVICES		934.40
002002	USABUEBOOK		
	INV00756282	DPW - RAIN JACKETS CP	1,630.83
	INV00757602	DPW - RAIN PANTS CP	129.95
	INV00757758	DPW - TUBE HOUSING/CON NUT/CHECK VALVE AB/CP	379.34

	INV00761461	DPW - RAIN PANTS CP	129.95
TOTAL FOR: USABUEBOOK			2,270.07
002116	CHARTER COMMUNICATIONS		
	005582801070125	CITY HALL INTERNET/PHONE TV JULY 2025	506.42
	005583601070125	DPW/WR INTERNET JULY 2025	149.99
	172241901070725	AIRPORT INTERNET JULY 2025	84.54
TOTAL FOR: CHARTER COMMUNICATIONS			740.95
002142	CORRPRO COMPANIES INC		
	793709	DPW - ANNUAL WATER TOWER INSPECTION/SERVICE CP	975.00
TOTAL FOR: CORRPRO COMPANIES INC			975.00
002246	ELHORN ENGINEERING CO.		
	307286	DPW - CHEMICALS FOR WELLS 4 & 7 CP	1,046.00
TOTAL FOR: ELHORN ENGINEERING CO.			1,046.00
002247	PLUMBER'S PORTABLE TOILETS		
	411319	DDA - PORTABLE TOILET ARKET 6/10 - 7/8/25 PS	135.00
TOTAL FOR: PLUMBER'S PORTABLE TOILETS			135.00
002281	HOME DEPOT		
	0012678	DPW - WHITEWOOD STUD(4)/TUBE CUTTER ICEMAKER ,	29.60
	2011725	DPW - LAMINATED PANEL TOWER JF	17.98
	3014287	DPW - 2X8 RIVER WALK JF	22.81
	6124044	DPW - AIRLESS HOSE SPRAYER JF	62.11
TOTAL FOR: HOME DEPOT			132.50
002361	CLARK HILL PLC		
	1601272	ATTORNEY FEES TO STRIKE 2019 DELIQUENT PERS.PROP	431.50
TOTAL FOR: CLARK HILL PLC			431.50
002402	STEENSMA LAWN & POWER EQUIPMENT		
	1241678	DPW - OIL/FILTER/ELEMENTS #153 JF	491.03
	1241694	DPW - OIL RETURN #153 JF	(6.87)
	1241696	DPW - OIL RETURN #153 JF	(11.80)
	1242078	DPW - CHAIN FOR SAW AB	48.99
	1242094	DPW - CHAIN SWAP FOR RIGHT SIZE AB	5.00
	1243911	WR - OIL/FILTER/BLADE/DISCHARGE EXMARK MOWER LI	251.27
	1244725	WR - EXMARK DISCHARGE RETURN LK	(74.51)
TOTAL FOR: STEENSMA LAWN & POWER EQUIPMENT			703.11
002703	CONTINENTAL LINEN SERVICES INC		
	4259814	CH RUGS	50.06
	4259816	DPW RUGS	83.59
	4259817	WR RUGS	32.02
TOTAL FOR: CONTINENTAL LINEN SERVICES INC			165.67

002838	TRUE-TECH INDUSTRIES CO		
	9315	WR - EURODRIVE GEARMOTOR LK	2,640.02
TOTAL FOR: TRUE-TECH INDUSTRIES CO			2,640.02
<hr/>			
002869	PLUMMERS ENVIRONMENTAL SERVICES INC		
	25197782	DPW - STORM DRAIN CLEANING CITY WIDE AB	1,317.00
	25198462	WR - EMERGENCY FIX OF GRIT PIPING LK	4,619.05
TOTAL FOR: PLUMMERS ENVIRONMENTAL SERVICES INC			5,936.05
<hr/>			
003024	BRIAN KELLEY		
	1007	TREASURY/FINANCE SUPPORT JUNE 2025 JL	3,375.00
TOTAL FOR: BRIAN KELLEY			3,375.00
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004190	WATERSOLVE LLC		
	10425	WR - 1 465LB DRUM SOLVE 137 LK	1,200.00
TOTAL FOR: WATERSOLVE LLC			1,200.00
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004811	KALAMAZOO RIVER WATERSHED COUNCIL		
	2020-155	WR - 2025 LAKE ALLEGAN TMDL FEE LK	728.00
TOTAL FOR: KALAMAZOO RIVER WATERSHED COUNCIL			728.00
<hr/>			
004852	PACE ANALYTICAL SERVICES LLC		
	2550270551	WR - MERCURY TESTING 7/2/2025 LK	593.53
TOTAL FOR: PACE ANALYTICAL SERVICES LLC			593.53
<hr/>			
004855	PLAINWELL ACE HARDWARE		
	20119	DPS - OIL FOR CARS 4 & 5 JP/KC	23.97
	20240	DPW - CLEANER/ANGLE BRUSH DEBT CREW SUPPLIES FO	25.98
	20272	DPW - CLEANER FOR CH BRIDGE/DEBY CREW RL	13.99
	20308	DPW - FURNACE FILTERS(40 JF	27.96
	20309	DPW - PAINT WELL 5 RL	16.99
	20310	DPW - ROLLERS WELL 5 AS	5.59
	20333	DPW - ROLLER/BRUSH/WIRE BRUSH WELL 4 AB	30.57
	20334	DPW - STORAGE ORGANIZER WELL 4 AB	34.99
	20339	DPW - WASP SPRAY PARKS AB	11.98
	20340	DPW - PAINT LINERS/CUP/EMPTY CAN WELL 4 AB	17.97
	20346	DPW - FLOOR SCRUBBER/CLEANER WATER TOWER AB	25.98
	20371	DPW - BATTERIES WELL 4 & 7 AB	32.97
	20383	DPW - PAINT/BRUSH WELL 4 AB	57.98
	20384	DPW - BRASS KEY(2) KENYON PARK JF	9.98
	20393	WR - BATTERIES/WASP SPRAY LK	28.75
	20394	DPW - PAINT TRAY/LINER/ROLLER WELL 4 AS	22.17
	20395	DPW - ROLLER EXCHANGE CREDIT AS	(1.40)
	20401	DPW - PAINT ROLLERS WELLHOUSES JF	5.99
	20409	DPW - MISS DIG PAINT BLUE JF	9.99
	20410	DPW - MISS DIG PAINT GREEN JF	9.99

	20412	DPW - TIMBERLOK 8" SCREWS PELL PARK AB	27.99
	20415	DPW - QUIKRETE LOCAL STORM DRAIN JF	6.99
	20416	DPW - BIT/PUTTY KNIFE/PRO STEEL CH BRIDGE REPAIR A	79.55
	20418	ADMIN - AERATOR CH BATHROOM FAUCET PS	3.99
	20420	DPW - 5LB SPOOL WEED WHIP STRING MS/CP	64.99
	20427	DPW - MISS DIG PAINT GR/BUE JF	19.98
	20437	WR - CARB CHOKE CLEANER/WASP SPRAY LK	20.77
	20446	DPW - CLEANER FOR SHOP AB	12.99
	20455	DPW - E6000 ADHESIVE PARKS JF	9.59
	20466	DPW - 5GL BUCKET FOR FLOWERS RL	22.36
TOTAL FOR: PLAINWELL ACE HARDWARE			681.59

004902	BLOOM SLUGGETT PC		
	26715	JUNE 2025 PROFESSIONAL SERVICES JL	411.69
TOTAL FOR: BLOOM SLUGGETT PC			411.69

005012	UNITED BANK		
	2025.07.14	ACH FEE STOP CHECK 27755	34.00
	2025.07.14 1:59	ACH FEES UB DUE DATE	7.00
	2025.07.16 11:32	ACH FEES PAYROLL AK	7.00
	2025.07.16 11:39	ACH FEES TAX DIST/AP RB	7.00
	2025.07.17 8:57	ACH FEES UNION DUES	7.00
	2025.07.17 9:30	ACH FEES TAX DIST/AP SECOND RUN	7.00
	2025.07.21	ACH FEE - TAX DISTRIBUTION & PAYABLES	7.00
TOTAL FOR: UNITED BANK			76.00

005041	EVOQUA WATER TECHNOLOGIES		
	907126238	WR - 2620GAL BIOXIDE LK	9,982.20
TOTAL FOR: EVOQUA WATER TECHNOLOGIES			9,982.20

005047	STAPLES, INC.		
	6036743736	DPS - PAPERTOWEL/POST IT/PCKG TAPE/PEN REFILL DV/	59.11
TOTAL FOR: STAPLES, INC.			59.11

005049	QUADIENT FINANCE USA		
	2025.06.20	ADMIN - CITY HALL POSTAGE JUNE 2025 RB	1,053.85
TOTAL FOR: QUADIENT FINANCE USA			1,053.85

005101	PHENOVA INC		
	218040	WR - MICRO QUANTITATIVE LK	252.64
TOTAL FOR: PHENOVA INC			252.64

005134	W SOULE & COMPANY		
	430912	DPW - LARGE WATER METER INSTALL CP	5,320.00
TOTAL FOR: W SOULE & COMPANY			5,320.00

005149 AAA LAWN CARE INC

	2019553	WR - SUMMER VEGETATION CONTROL LK	279.00
	2019554	DPW - SUMMER VEGETATION CONTROL RN	1,049.00
TOTAL FOR: AAA LAWN CARE INC			1,328.00
<hr/>			
005171	FLYERS ENERGY LLC		
	CFS-4314462	DPS - FUEL FOR POLICE/FIRE VEHICLES 7/15/2025	823.52
TOTAL FOR: FLYERS ENERGY LLC			823.52
<hr/>			
005208	RYAN LINDSEY PHOTOGRAPHY		
	20250603-PWC-00	DDA - FARMERS MARKET PARKING SIGNS DS/PS	80.00
TOTAL FOR: RYAN LINDSEY PHOTOGRAPHY			80.00
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005224	SCOTTS LANDSCAPE MANAGEMENT INC		
	15518	DPW - EXMARK MOWER MOTOR REPLACEMENT RB	2,871.24
	15992	DPW - BOBCAT PARTS/MAINT KIT RN	302.25
TOTAL FOR: SCOTTS LANDSCAPE MANAGEMENT INC			3,173.49
<hr/>			
ACACH	ALLEGAN COUNTY TREASURER		
	2025.07.12	DISTRIBUTE 2025 TAX COLLECTIONS W/E 07/12/2025	32,600.80
	2025.07.19	DISTRIBUTE 2025 TAX COLLECTIONS W/E 07/19/2025	33,063.29
TOTAL FOR: ALLEGAN COUNTY TREASURER			65,664.09
<hr/>			
RDLACH	RANSOM DISTRICT LIBRARY		
	2025.07.12	DISTRIBUTE 2025 TAX COLLECTIONS W/E 07/12/2025	89.29
	2025.07.19	DISTRIBUTE 2025 TAX COLLECTIONS W/E 07/19/2025	4,249.05
TOTAL FOR: RANSOM DISTRICT LIBRARY			4,338.34
<hr/>			
TOTAL - ALL VENDORS			131,241.37

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:

Roxanne
Branch

Digitally signed by
Roxanne Branch
Date: 2025.07.25
09:23:39 -04'00'

Amanda Kersten, HR/Interim Treasurer

I verify that I have reviewed the expenditures and to the best of my knowledge the attached invoice listing is accurate and matches invoices physically authorized by Department Heads.

Insert Signature:

Amanda
Kersten

Digitally signed by
Amanda Kersten
Date: 2025.07.24
11:49:34 -04'00'

Luke Keyzer, 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:

Luke Keyzer

Digitally signed by Luke
Keyzer
Date: 2025.07.24
12:44:46 -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:

Kevin A
Callahan

Digitally signed by Kevin
A Callahan
Date: 2025.07.24
12:08:10 -04'00'

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: 2025.07.24
14:46:37 -04'00'

Justin Lakamper, 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:

Justin
Lakamper

Digitally signed by Justin
Lakamper
Date: 2025.07.25
10:06:50 -04'00'

Reports & Communications:

A. WR - 3-year agreement with SmartSights, LLC

SmartSights, LLC has serviced the Water Renewal SCADA system for the past several years. They provide text notifications for all of the lift stations as well as the Water Renewal plant. The 3-year contract is recommended as it saves \$1050 over paying yearly.

Recommended action: Consider approving a 3-year contract with SmartSights, LLC for SCADA system support and text messaging service.

B. WR - Purchase of a 4" Promag flow meter

The current meter was installed in 1998, and failed testing last month. The meter is obsolete, and replacement parts are unavailable. It is recommended that the meter be replaced before it fails completely. Forberg Smith specializes in flow meters, and calibrates all meters within the system.

Recommended action: Consider approving the purchase of a 4" Promag flow meter and 3-year warranty from Endress Hauser for \$7,973.99.

C. DPW – Well 7 Pump Equipment Overhaul and Maintenance

The City of Plainwell has Peerless Midwest conduct a yearly inspection of our municipal wells. Following inspection, a meeting is held to discuss the findings. This year, it is recommended that the pump equipment from Well 7 be removed, serviced and reinstalled.

Recommended action: Consider approving the overhaul and maintenance of Well 7 pump equipment by Peerless Midwest for a cost not to exceed \$33,540.00.

D. City – Amendment to Section 125 Plan

The City is transitioning from Priority Health to Blue Care Network for the upcoming benefit plan year. Both carriers partner with Health Equity, our current administrator for flexible benefit plans, which include Health Savings Accounts (HSAs), Flexible Spending Accounts (FSAs), Limited Purpose FSAs, and Dependent Care Accounts (DCAs). Each of these plans carries administrative fees- a per-participant, per-month administrative fee, with minimum monthly fees ranging from \$50 to \$75 per account type. As no employees are currently enrolled in FSAs or DCAs and no one has elected them for the upcoming plan year, the City will opt out of these unused offerings to avoid unnecessary costs. We will continue to offer HSAs and revisit offering the Flex benefits in future years should there be employee interest.

Recommended action: Consider adopting a resolution for general fines and fees effective July 1st, 2025.

E. City – Professional Services Agreement (PSA) with Fleis & Vandenbrink for South Main Construction

South Main Street between M-89 and Chart Street will be milled and repaved this August. The project design for this project was completed by Fleis and Vandenbrink earlier this year. This is an MDOT job and 80% of the construction cost will be covered by the State. The remaining 20% of construction cost and all engineering costs are the City's responsibility. This proposal is part of the engineering services that the City is responsible for. Specifics of what services are encompassed in this agreement can be found in the attached agreement. The increased cost of this service agreement is due to reporting requirements from MDOT.

Recommended action: Consider entering into a Professional Services Agreement (PSA) with Fleis & Vandenbrink for construction engineering on the South Main road construction project for \$75,500.00.

Reminder of Upcoming Meetings

- August 06, 2025 – Planning Commission – 6:30pm
- **August 11, 2025 – Plainwell City Council – 7:00pm**
- August 12, 2025 – Plainwell DDA/BRA/TIFA – 7:30am
- August 12, 2025 – Parks & Trees – 4:00pm
- August 20, 2025 – Planning Commission– 6:30pm

Agenda Subject to Change

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

Plainwell is an equal opportunity provider and employer