

City of Plainwell



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

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

“The Island City”

AGENDA

Plainwell City Council

Monday, August 12, 2024 - 7:00PM

Plainwell City Hall Council Chambers

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes – 07/22/2024 Regular Meeting**
6. **General Public Comments**
7. **County Commissioner Report**
8. **Agenda Approval**
9. **Mayor’s Report**
10. **Recommendations and Reports:**
 - A. **USA Earthworks LLC Pay Application #4 – Old Orchard Project**

Council will consider approving Pay Application #4 for USA Earthworks LLC in the amount of \$245,109.60 for work done on the Old Orchard Project.
 - B. **WR – Approval for AMR (Annual Monitoring Requirements) and WET (Acute Toxicity) Testing**

Council will consider approving the purchase AMR and WET testing supplies from Trace Analytical Labs for \$5,528.50.
 - C. **WR - Bioxide Full Service Odor Control Program FY2024-2025**

Council will consider approving a one-year contract, ending July 31, 2025, with Evoqua Water Technologies to provide Bioxide (trade name for Calcium Nitrate) for \$63,360.00.
 - D. **WR - Approval for new Spectrophotometer**

Council will consider approving the purchase of a new spectrophotometer, reactor and accessories from USA Bluebook for \$9,227.57.
 - E. **Access Control System for City Hall, Department of Public Works and Water Renewal**

Council will consider approving a professional services quote from Lockmaster Security to upgrade the Access Control System for City Hall, Department of Public Works and Water Renewal at a project cost of \$6,443.00 and to amend the FY2025 Buildings and Grounds budget appropriately.
 - F. **METRO Act Right of Way Permit Application from Surf Air Wireless LLC**

Council will consider approving the bilateral METRO Act Right of Way Permit Application from Surf Air Wireless, LLC.
11. **Communications:** The July Investment and Fund Balance Reports.
12. **Accounts Payable - \$794,469.98**
13. **Public Comments**
14. **Staff Comments**
15. **Council Comments**
16. **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 22, 2024

1. Mayor Keeler called the regular meeting to order at 7:07pm in City Hall Council Chambers.
2. Invocation: None.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Overhuel, Councilmember Keeney and Councilmember Wisnaski. Absent: None
5. Approval of Minutes:
A motion by Steele, seconded by Overhuel, to accept and place on file the Council Minutes of the 07/08/2024 regular meeting. On a voice vote, all voted in favor. Motion passed.
6. Public Comment:
Lois Heuchert of 514 Morrell St. asked about the Old Mill property. She inquired how many developers had shown interest in the property, and if feedback had been sought from those developers about challenges developing the property presented to them, and what held them back from moving forward. She asked what made the Old Mill property less appealing to potential developers.

Steven Killick of 628 W. Bridge St. asked if the State of Michigan has restrictions on construction along the river.
7. County Commissioner Report: Commissioner Dugan gave an update on happenings throughout Allegan County.
8. Agenda approval:
A motion by Steele, seconded by Overhuel, to approve the Agenda for the July 22, 2024 meeting as presented. On a voice vote, all voted in favor. Motion passed.
9. Mayor's Report: Mayor Keeler and Mayor Pro-Tem Steele discussed the Plainwell All School Reunion being held on August 10th at 1pm at Plainwell High School.
10. Recommendations and Reports:
 - A. Superintendent Pond discussed the purchase and installation of two motor starters at the 12th St. pump station. The starter motors would replace the variable frequency drives currently in use.
A motion by Wisnaski, seconded by Keeney, approving the purchase and installation of two motor starters, required fuses and wiring by Esper Electric for \$10,140.00. On a roll call vote, all voted in favor. Motion passed.
 - B. Assistant Superintendent Keyzer discussed the annual purchase of polymer for water treatment.
A motion by Keeney, seconded by Wisnaski, approving the purchase of nine 55-gallon drums of Solve 137 Polymer from Water Solve LLC for \$10,800.00. On a roll call vote, all voted in favor. Motion passed.
 - C. Superintendent Pond discussed the purchase of a Bobcat 72" Zero-Turn 7000 mower.
A motion by Keeney, seconded by Wisnaski, approving the purchase of a Bobcat 72" Zero-Turn Mower from Bobcat Michiana for \$12,570.00. On a roll call vote, all voted in favor. Motion passed
11. Communications:
A motion by Steele, seconded by Overhuel, to accept and place on file the June 2024 Department of Public Safety and Water Renewal Reports, the draft 7/9/2024 DDA/BRA/TIFA meeting minutes and the draft 7/11/2024 Parks & Trees meeting. On a voice vote, all voted in favor. Motion passed.
12. Accounts Payable:
A motion by Keeney, seconded by Wisnaski, that the bills be allowed and orders drawn in the amount of \$482,580.58 for payment of the same. On a roll call vote, all voted in favor. Motion passed.

13. Public Comments:

David Steffen introduced himself, sharing that he had come to answer questions from the community concerning his purchase of Old Mill property from the City.

14. Staff Comments:

Treasurer/Finance Director Kelley reminded everyone that summer tax payments are due by August 15th. He continues to prepare for the audit and the August Election.

Superintendent Nieuwenhuis shared that sewer installation for Old Orchard project is complete. He thanked Plainwell's Volunteer Flower Committee, noting that this year's flowers looked great.

Community Development Manager Siegel shared that Mosaic Distillery had been awarded a 25k grant through the MEDC program Match on Main. MEDC is offering a new Central Business District funding program that she is looking into.

Assistant Superintendent Keyser shared that he continues to learn, and is enjoying working for Plainwell.

Superintendent Pond stated that several challenging situations have occurred at Water Renewal, and he is thankful for the opportunity to provide on-site training to Assistant Superintendent Keyser.

Director Callahan discussed Everbridge Emergency Alert System with Gale Dugan as a potential solution to the emergency siren issues.

Clerk Leonard shared that Early Voting begins Saturday, July 27th running through Sunday, August 4th. The polls are open from 8am – 4pm and she hopes to see everyone there.

City Manager Lakamper noted that Plainwell's PFAS Settlement claim has been filed.

15. Council Comments:

Councilmember Wisnaski stated that the City flowers look great.

Councilmember Keeney asked City residents to vote on the Ransom Library mileage, sharing that the library really benefits our community and needs funding.

Mayor Pro-Tem Steele shared her experience attending the ground-breaking ceremony for Holiday Inn Express. She noted she had never used a gold shovel before, and had a great time.

16. Adjournment:

A motion by Steele, seconded by Overhuel, to adjourn the meeting at 7:56pm. On a voice vote, all voted in favor. Motion passed.

Minutes respectfully
Submitted by,
JoAnn Leonard
City Clerk

MINUTES APPROVED BY CITY COUNCIL
August 12, 2024

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: Brian Kelley, Finance Director / City Treasurer
DATE: July 30, 2024
SUBJECT: USA Earthworks LLC Pay Application #4 – Old Orchard Project

SUGGESTED MOTION: I motion to approve Pay Application #4 for USA Earthworks LLC in the amount of \$245,109.60 for work on the Old Orchard Project.

BACKGROUND INFORMATION: On December 28, 2023, City Council approved a bid from USA Earthworks LLC for water/sewer/street improvements in the Old Orchard neighborhood. The work began on April 1, 2024 and will continue through the summer. USA Earthworks will submit pay applications monthly.

ANALYSIS: Pay Application #1 was approved on May 13, 2024. Pay Application #2 was approved on June 14, 2024. Pay Application #3 was approved on July 8, 2024. The city’s engineering firm, Fleis & Vandenbrink, has reviewed the fourth application and recommends approval and payment of the \$245,109.60 outlined in the Pay Application. City Administration has reviewed the application and concurs with the recommendation to pay.

It is recommended that City Council approve Pay Application #4.

BUDGET IMPACT: The project has been budgeted for and proceeds from the sale of bond are available to make payment.

Contractor's Application for Payment

Owner:	City of Plainwell	Owner's Project No.:	
Engineer:	Fleis & Vandenbrink	Engineer's Project No.:	852650
Contractor:	USA Earthworks LLC	Contractor's Project No.:	
Project:	Old Orchard Neighborhood Sanitary Sewer Extension and Water Main Upgrades		
Contract:			
Application No.:	4	Application Date:	7/26/2024
Application Period:	From 06/24/2024	to	07/19/2024

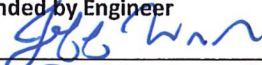
1. Original Contract Price	\$3,130,358.00
2. Net change by Change Orders	\$30,974.36
3. Current Contract Price (Line 1 + Line 2)	\$3,161,332.36
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 1,217,735.66
5. Retainage	
a. 10% X \$ Work Completed	\$121,773.57
b. 10% X \$ Stored Materials	\$
c. Total Retainage (Line 5.a + Line 5.b)	\$121,773.57
6. Amount eligible to date (Line 4 - Line 5.c)	\$1,095,962.09
7. Less previous payments (Line 6 from prior application)	850,852.49
8. Amount due this application	\$245,109.60
9. Balance to finish, including retainage (Line 3 - Line 4)	\$1,943,596.70

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

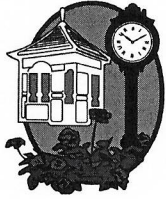
- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor:	USA Earthworks LLC
Signature:	 _____
Date:	7/26/2024

Recommended by Engineer	Approved by Owner
By: 	By: _____
Title: Project Manager	Title: _____
Date: 7-29-24	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

21	HMA Approach	Ton	600	\$ 132.00	\$	79,200.00	\$	-		\$	-			\$	-	0.00%	\$	79,200.00
22	Driveway Nonreinf, Conc, 6 inch	Syd	670	\$ 80.00	\$	53,600.00	\$	-		\$	-			\$	-	0.00%	\$	53,600.00
23	HMA Valley Gutter	Ft	200	\$ 2.25	\$	450.00	\$	-		\$	-			\$	-	0.00%	\$	450.00
24	HMA Spillway	Ea	1	\$ 550.00	\$	550.00	\$	-		\$	-			\$	-	0.00%	\$	550.00
25	Curb and Gutter, Conc, Det F4	Ft	110	\$ 40.00	\$	4,400.00	\$	-		\$	-			\$	-	0.00%	\$	4,400.00
26	Traffic Control	Lsum	1	\$ 26008.00	\$	26,008.00	\$	-	0.6	\$	15,604.80	60.00%	\$	10,403.20	0.00%	\$	4,400.00	
27	Surface Restoration	Syd	19,338	\$ 7.25	\$	140,200.50	\$	-		\$	-	0.00%	\$	140,200.50	0.00%	\$	16,000.00	
28	Monument Box Preservation	Ea	8	\$ 2000.00	\$	16,000.00	\$	-		\$	-	0.00%	\$	16,000.00	0.00%	\$	4,000.00	
29	Monument Box	Ea	8	\$ 500.00	\$	4,000.00	\$	-		\$	-	0.00%	\$	4,000.00	0.00%	\$	1,875.00	
30	Trench Undercut and Backfill	Cyd	250	\$ 31.00	\$	7,750.00	\$	-		\$	-	0.00%	\$	7,750.00	0.00%	\$	9,180.00	
31	Post, Mailbox	Ea	15	\$ 125.00	\$	1,875.00	\$	-		\$	-	0.00%	\$	1,875.00	0.00%	\$	2,39,625.00	
32	Water Main, 6 inch	Ft	210	\$ 68.00	\$	14,280.00	\$	-	75	\$	5,100.00	35.71%	\$	9,180.00	57.28%	\$	80,912.00	
33	Water Main, 8 inch	Ft	7,900	\$ 71.00	\$	560,900.00	\$	-	4525	\$	321,275.00	57.28%	\$	239,625.00	5.70%	\$	8,690.00	
34	Water Service, 1 inch	Ft	3,300	\$ 26.00	\$	85,800.00	\$	-	188	\$	4,888.00	5.70%	\$	8,690.00	8.33%	\$	1,738.00	
35	45 Deg Bend, 6 inch	Ea	12	\$ 790.00	\$	9,480.00	\$	-	1	\$	790.00	8.33%	\$	1,738.00	60.00%	\$	2,655.00	
36	11.25 Deg Bend, 8 inch	Ea	5	\$ 869.00	\$	4,345.00	\$	-	3	\$	2,607.00	60.00%	\$	1,738.00	62.22%	\$	15,096.00	
37	22.5 Deg Bend, 8 inch	Ea	5	\$ 885.00	\$	4,425.00	\$	-	2	\$	1,770.00	40.00%	\$	2,655.00	41.67%	\$	7,469.00	
38	45 Deg Bend, 8 inch	Ea	45	\$ 888.00	\$	39,960.00	\$	-	28	\$	24,864.00	62.22%	\$	15,096.00	57.14%	\$	3,360.00	
39	8 inch x 8 inch x 6 inch Tee	Ea	12	\$ 1067.00	\$	12,804.00	\$	-	5	\$	5,335.00	41.67%	\$	7,469.00	100.00%	\$	-	
40	8 inch x 8 inch x 8 inch Tee	Ea	7	\$ 1120.00	\$	7,840.00	\$	-	4	\$	4,480.00	57.14%	\$	3,360.00	14.29%	\$	8,610.00	
41	8 inch Cross	Ea	2	\$ 1362.00	\$	2,724.00	\$	-	2	\$	2,724.00	100.00%	\$	-	7.27%	\$	77,520.00	
42	Connect to Existing Water Main	Ea	7	\$ 1435.00	\$	10,045.00	\$	-	1	\$	1,435.00	14.29%	\$	8,610.00	0.00%	\$	6,275.00	
43	Corp Stop, Curb Stop & Box, 1 inch	Ea	110	\$ 760.00	\$	83,600.00	\$	-	8	\$	6,080.00	7.27%	\$	77,520.00	0.00%	\$	8,000.00	
44	Cut and Plug Existing Water Main	Ea	5	\$ 1255.00	\$	6,275.00	\$	-		\$	-	0.00%	\$	6,275.00	0.00%	\$	21,516.00	
45	Gate Valve & Box, Remove	Ea	20	\$ 400.00	\$	8,000.00	\$	-		\$	-	0.00%	\$	8,000.00	0.00%	\$	23,500.00	
46	Gate Valve & Box, 6 inch	Ea	12	\$ 1793.00	\$	21,516.00	\$	-		\$	-	0.00%	\$	21,516.00	50.00%	\$	30,550.00	
47	Gate Valve & Box, 8 inch	Ea	26	\$ 2350.00	\$	61,100.00	\$	-	13	\$	30,550.00	50.00%	\$	30,550.00		\$	30,550.00	

48	Hydrant	Ea	12	\$ 6654.00	\$	79,848.00		\$	-	6	\$	39,924.00	50.00%	\$	39,924.00
49	Remove Hydrant	Ea	11	\$ 1090.00	\$	11,990.00		\$	-		\$	-	0.00%	\$	11,990.00
50	Water Service, Connect	Ea	110	\$ 229.00	\$	25,190.00		\$	-	8	\$	1,832.00	7.27%	\$	23,358.00
51	Clean and Televis Ex San Sewer	Ea	1	\$ 10000.00	\$	10,000.00		\$	-		\$	-	0.00%	\$	10,000.00
52	Abandon and Fill Ex San Sewer	Ea	1	\$ 10044.00	\$	10,044.00		\$	-		\$	-	0.00%	\$	10,044.00
53	San Sewer, 8 inch	Ft	3,992	\$ 94.00	\$	375,248.00	1780	\$	167,320.00	3807	\$	357,858.00	95.37%	\$	17,390.00
54	San Sewer, 10 inch	Ft	80	\$ 119.00	\$	9,520.00		\$	-		\$	-	0.00%	\$	9,520.00
55	San Sewer Horizontal Directional Drill, 10 inch	Ft	0	\$ 450.00	\$	-		\$	-		\$	-	#DIV/0!	\$	-
56	Sanitary Lateral, 6 inch	Ft	2,286	\$ 61.00	\$	139,446.00	793	\$	48,373.00	1700	\$	103,700.00	74.37%	\$	35,746.00
57	Dr. Structure Tap, Sanitary, 8 inch	Ea	2	\$ 1000.00	\$	2,000.00	1	\$	1,000.00	2	\$	2,000.00	100.00%	\$	-
58	Dr. Structure Tap, Sanitary, Drop, 8 inch	Ea	1	\$ 3163.00	\$	3,163.00		\$	-		\$	-	0.00%	\$	3,163.00
59	San MH, 48 inch Dia	Ea	20	\$ 4715.00	\$	94,300.00	9	\$	42,435.00	21	\$	99,015.00	105.00%	\$	(4,715.00)
60	Wye, 8 inch x 6 inch	Ea	60	\$ 472.00	\$	28,320.00	28	\$	13,216.00	59	\$	27,848.00	98.33%	\$	472.00
61	Remove and Replace Chain Link Fence and Gate	Ft	80	\$ 47.50	\$	3,800.00		\$	-		\$	-	0.00%	\$	3,800.00
62	5' x 6' Chain Link Fence Gate	Ea	1	\$ 570.00	\$	570.00		\$	-		\$	-	0.00%	\$	570.00
63	Remove Existing Shed	Ea	1	\$ 3500.00	\$	3,500.00		\$	-		\$	-	0.00%	\$	3,500.00
64	Soil Erosion and Sedimentation Control	LSum	1	\$ 32000.00	\$	32,000.00		\$	-		\$	-	0.00%	\$	32,000.00
CO1-1	Wye, 8 inch x 6 inch, cut in	Ea	2	\$ 2,200.00	\$	4,400.00		\$	-	2	\$	4,400.00	100.00%	\$	-
CO2-1	Mobilization for Directional Drill	LSum	1	\$ 15,818.94	\$	15,818.94		\$	-	1	\$	15,818.94	100.00%	\$	-
CO2-2	Haul / Handle Soils (LM)	Cyd	4883	\$ 11.24	\$	54,884.92		\$	-	4883	\$	54,884.92	100.00%	\$	-
CO2-3	Manhole Base, 48 inch	Ea	3	\$ 1,924.00	\$	5,772.00		\$	-	3	\$	5,772.00	100.00%	\$	-
				Total of All Unit Price Bid Items:		\$ 3,161,332.36		\$ 272,344.00		\$ 1,217,735.66		38.52%	\$	1,943,596.70	



"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: August 8, 2024
SUBJECT: Approval for Water Renewal AMR and WET testing.

SUGGESTED MOTION: I motion to approve the purchase of our AMR (Annual Monitoring Requirements) and WET or toxicity testing for the amount of \$5528.50 from Trace Analytical Labs.

BACKGROUND INFORMATION:

Water Renewal has to do the AMR and Wet testing yearly to meet the requirements of our NPDES permit. This includes Metals, Pesticides/PCB's, SOLC's, VOC's, Cyanide, Phenols, and WET or Acute Toxicity testing.

ANALYSIS: USA: Trace Labs is a preferred vendor who has done this testing in the past. They are very reputable and competitively priced.

BUDGET IMPACT: This expense will be available from fund 590-546-801.022.

Analytical Services Quotation

Printed: 07/29/2024

For: **Plainwell Water Renewal Dept., City of**
129 Fairlane St.
Plainwell, MI 49080

Effective: 01/01/2023
 Expires: 12/31/2024

Project: 2024 Pricing- AMR
 Manager: Bryan Pond

Pricing Summary

Analysis	Method	TAT (Days)	Qty	Unit Price	Extended Price
Aqueous					
Metals, Total					
Antimony	EPA 200.8 Rev. 5.4	10	2	\$9.00	\$18.00
Arsenic	EPA 200.8 Rev. 5.4	10	2	\$9.00	\$18.00
Beryllium	EPA 200.8 Rev. 5.4	10	2	\$9.00	\$18.00
Cadmium	EPA 200.8 Rev. 5.4	10	2	\$9.00	\$18.00
Chromium	EPA 200.8 Rev. 5.4	10	2	\$9.00	\$18.00
Copper	EPA 200.8 Rev. 5.4	10	2	\$9.00	\$18.00
Lead	EPA 200.8 Rev. 5.4	10	2	\$9.00	\$18.00
Metals Prep	EPA 200.2	10	2	\$9.00	\$18.00
Molybdenum	EPA 200.8 Rev. 5.4	10	2	\$9.00	\$18.00
Nickel	EPA 200.8 Rev. 5.4	10	2	\$9.00	\$18.00
Selenium	EPA 200.8 Rev. 5.4	10	2	\$9.00	\$18.00
Silver	EPA 200.8 Rev. 5.4	10	2	\$9.00	\$18.00
Zinc	EPA 200.8 Rev. 5.4	10	2	\$9.00	\$18.00
Pesticides/PCBs					
Chlorinated Hydrocarbons	EPA 612	10	2	\$126.25	\$252.50
PCBs	EPA 608.3	10	2	\$98.25	\$196.50
Semi-Volatile Organic Compounds by GC-MS					
SVOC Benzidines	EPA 625.1 SIM	10	2	\$217.00	\$434.00
SVOCs	EPA 625.1	10	2	\$173.25	\$346.50
Subcontracted Analyses					
PFAS 1633	EPA 1633	10	2	\$700.00	\$1,400.00
Field Blank - 1633	EPA 1633	10	2	\$700.00	\$1,400.00
Volatile Organic Compounds by GC-MS					
VOCs	EPA 624.1	10	2	\$69.25	\$138.50
Wet Chemistry					
Hexachrome	SM 3500-Cr B-20	10	2	\$51.00	\$102.00
Available Cyanide	EPA OIA 1677-09	10	2	\$94.75	\$189.50
Total Cyanide	ASTM D7511-12	10	2	\$38.50	\$77.00
Total Phenolics	EPA 420.1	10	2	\$42.00	\$84.00

Trace Analytical Laboratories, Inc.
2241 Black Creek Road
Muskegon, MI 49444



Phone: 231.773.5998
Fax: 888.979.4469
www.trace-labs.com

Analytical Services Quotation

Printed: 07/29/2024

(Continued)

For: **Plainwell Water Renewal Dept., City of**
Project: 2024 Pricing- AMR
Manager: Bryan Pond

Additional Items					
PFAS 1633 Sample Collection			1	\$100.00	\$100.00
Environmental Responsibility Fee			1	\$12.00	\$12.00
				Bid Total:	\$4,966.50

Credit Card- Payment must be completed before any results are released to the client. Invoices less than \$150 will be charged a \$5.00 fee, invoices over \$150 will be charged 3.5% fee.

Invoicing- Net 30 Days -All Invoices are due within 30 Days of the invoice date. Longer terms must be Pre-Approved. Any invoice disputes must be raised within 30 days of the invoice date. A challenge does not entitle any deferment of payment.

Tim Brewer
Project Manager

Trace Analytical Laboratories, Inc.
2241 Black Creek Road
Muskegon, MI 49444



Phone: 231.773.5998
Fax: 888.979.4469
www.trace-labs.com

Analytical Services Quotation

Printed: 07/29/2024

For: **Plainwell Water Renewal Dept., City of**
129 Fairlane St.
Plainwell, MI 49080

Effective: 07/19/2024
Expires: 07/19/2025

Project: WET Testing
Manager: Accounts Payable

Pricing Summary

Analysis	Method	TAT (Days)	Qty	Unit Price	Extended Price
Aqueous					
Subcontracted Analyses					
Acute Toxicity- Cerio Daphnia	Subbed Out	21	1	\$262.50	\$262.50
Acute Toxicity- Flathead Minnow	Subbed Out	21	1	\$262.50	\$262.50
Additional Items					
Sample Pick-up			1	\$25.00	\$25.00
Environmental Responsibility Fee			1	\$12.00	\$12.00
Bid Total:					\$562.00

Credit Card: Payment must be completed before any results are released to the client. Invoices less than \$150 will be charged a \$5.00 fee, invoices over \$150 will be charged 3.5% fee.

Invoicing: Net 30 Days -All Invoices are due within 30 Days of the invoice date. Longer terms must be Pre-Approved. Any invoice disputes must be raised within 30 days of the invoice date. A challenge does not entitle any deferment of payment.

Tim Brewer
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: Bryan Pond, Superintendent Water Renewal Plant
DATE: 8/6/2024
SUBJECT: Contract for Bioxide Evoqua Water Technologies thru-July 2025

SUGGESTED MOTION: I motion to approve the one-year contract with Evoqua Water Technologies, to provide Calcium Nitrate trade name "Bioxide" for \$63,360. The monthly rental fee for the equipment of \$200/month for a total of \$2,400 is included in the above price. this contract period ends July 31st, 2025.

BACKGROUND INFORMATION: For this contract they have held the per gallon pricing at \$3.81 from the last two contracts. The chemical is used to treat hydrogen sulfide gas created in the sewage force main between Martin and Plainwell. The Village of Martin has agreed to pay eighty percent of the chemical cost and rental fee. The City checks the feed rate daily of which no cost is invoiced to the Village for this service.

ANALYSIS: Evoqua is the regional manufacturer of a reliable quality product found not to foul equipment. This product has one competitor which manufactures agricultural grade Calcium Nitrate, the product quality became poor and the equipment was continually down due to fouling. Therefore, all business with them has been discontinued, and for now Evoqua is sole source.

Evoqua Water Technologies LLC \$15,240/shipment up to four shipments /year, with \$200/ month rental, total is \$63,360

BUDGET IMPACT: There is budget available for this purchase in line item 590-550-752-000. This purchase is a budgeted item and a new purchase order will be generated to fulfill the new contract



July 9, 2024

Mr. Bryan Pond
Superintendent
City of Plainwell
129 Fairlane Street
Plainwell, MI 49080
Phone: (269) 685-5153
Fax: (269) 685-1994
Email: BPond@Plainwell.org

**RE: 2024-2025 BIOXIDE® FULL-SERVICE ODOR CONTROLSM PROGRAM
CITY OF PLAINWELL, MICHIGAN
Evoqua Quote No. Q240418SB06**

Dear Mr. Pond:

Evoqua Water Technologies LLC would like to thank you for your business and continued interest in our products and services.

Evoqua is pleased to hold the price for BIOXIDE® at \$3.81 per gallon delivered in minimum 2,000-gallon bulk loads through July 31, 2025. The \$200 monthly equipment rental fee shall remain the same. The above price is for BIOXIDE and includes two maintenance and optimization services per year.

BIOXIDE, BIOXIDE-AQ and BIOXIDE AE are proprietary processes developed by Evoqua Water Technologies LLC. A license to use Bioxide products is included with the product sale. Patents that cover aspects of the use of Bioxide products include, but are not necessarily limited to, United States Patent Nos. 5,500,368, 6,309,597, 7,087,172, 7,285,217, and 7,553,420 B2. Bioxide, Bioxide-AQ, Bioxide AE, AQUIT and Full-Service Odor Control are trademarks of Evoqua Water Technologies LLC.

All deliveries require 5-7 business days' notice from receipt of purchase order. Any applicable taxes due are not included. The attached Evoqua Terms and Conditions are considered part of this notice and shall prevail.

PLEASE NOTE: Effective April 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs>. Ask us how to avoid paying fees by migrating to ACH CTX payment type.

Evoqua appreciates your business and support and looks forward to continuing to provide you the quality products, services and lowest cost solutions. If you have any questions, comments, or if I can be of service to you in any way, please contact me at (941) 313-0736 or via email at Alan.Armstrong@xylem.com. We look forward to providing you "Best in Class" service for years to come.

Sincerely,

Evoqua Water Technologies LLC

Alan Armstrong

Alan Armstrong
Technical Sales Representative

**RE: 2024-2025 BIOXIDE® FULL-SERVICE ODOR CONTROLSM PROGRAM
CITY OF PLAINWELL, MICHIGAN
Evoqua Quote No. Q240418SB06**

Evoqua will process your order when we receive acceptance of this proposal, by signing below and returning to municipalservices@evoqua.com or via fax to: (941) 359-7985.

Accepted by: _____

This _____ day of _____ Year _____

By: _____

Title: _____

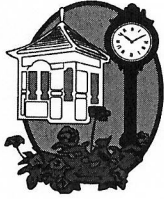
Company: _____

EVOQUA WATER TECHNOLOGIES LLC

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.
10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.
11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.
12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.
15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.



"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: August 5, 2024
SUBJECT: Approval for new Spectrophotometer

SUGGESTED MOTION: I motion to approve the purchase of a new spectrophotometer, reactor, and accessories from USA Bluebook for \$9227.57.

BACKGROUND INFORMATION: We are changing the analytical method in our lab for testing total phosphorus. This new testing is EPA approved and will save time in the lab. This machine will allow us to also analyze ammonia nitrogen in the future which is currently done with a separate instrument. The other quote from Hach was \$10,676.60 without shipping.

ANALYSIS: USA Bluebook is a large supply house that can get discounts on lab equipment because of the volume of business that they do. The month of August, they are running a special on this equipment. The machines were 20% off, and the reagents were 10%.

BUDGET IMPACT: This will impact the fund 590-540-752. It will use up the majority of this fund.



Be Right™

Quotation

Quote Number: 101074422v1
Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 29-Jul-2024

Quote Expiration: 26-Aug-2024

CITY OF PLAINWELL
211 N MAIN ST
PLAINWELL, MI 49080-1370

Name: BRYAN POND
Phone: 269)+685-5153
Email: bpond@plainwell.org

Customer Account Number : 820160

Sales Contact: Ben Scrace Email: ben.scrace@hach.com Phone: 734-780-6395

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	Extended Price
1	LPV440.99.00012	DR3900 Laboratory VIS Spectrophotometer with RFID* Technology. Standard lead time 3 days.	1	6,872.00	6,872.00
2	TNT845	Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO ₄), 25 Tests. Standard lead time 5 days.	12	89.95	1,079.40
3	TNT843	Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.50 mg/L PO ₄), 25 Tests. Standard lead time 5 days.	12	89.85	1,078.20
4	BSPPLUSDR3900	The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	1	1,098.00	1,098.00
				Grand Total	\$ 10,676.60

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

10,676.60
+ Freight



Be Right™

[Home](#) / [Lab Instruments](#) / [Digital Reactors](#) / [DRB200 Digital Reactors](#)



DRB200 Digital Reactor Block for TNTplus: 9x13mm vial wells, 2x20 mm vial wells, 115 VAC

Product Number: DRB200-01

Ships within 1 week

Power Requirements (Voltage)

115 VAC

230 VAC

Number of cuvettes

9 vials x 13 mm + 2 vials x 20 mm

9 vials x 16 mm + 2 vials x 20 mm

12 vials x 13 mm + 8 vials x 20 mm

15 vials x 13 mm + 15 vials x 13 mm

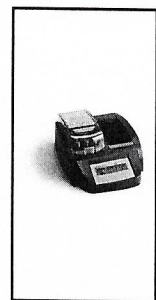
15 vials x 16 mm

15 vials x 16 mm + 15 vials 16 mm

21 vials x 13mm + 4 vials x 20mm

21 vials x 16 mm + 4 vials x 20 mm

Price: **\$1,647.00**



The simple solution for standard and special digestions.

9 vials x 13 mm + 2 vials x 20 mm (single block) 115 Vac

Applications:

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 F.E.I.N : 75-2007383

QUOTE

DATE	7/31/2024
QUOTE	QUOT1090894-3
ACCOUNT NUMBER	935861
QUOTED TO	LUKE KEYZER
QUOTED BY	Rashad
PAGE NUMBER	1 of 1

USE THIS QUOTE# QUOT1090894-3 ON PO's!

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PLAINWELL WATER RENEWAL
 129 Fairlane St
 Plainwell, MI 49080-1272
 USA

B
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PLAINWELL CITY OF
 126 Fairlane St
 Plainwell, MI 49080
 USA

CUSTOMER PO #	EXPIRES	SALES PERSON	TERMS	SHIP FROM	SHIP VIA
07/31/2024	8/30/2024	Theresa	Net 30 days	IL	FEDEXGRND

ITEM #	DESCRIPTION	QTY	U/M	PRICE	EXTENSION
203706	(LI)DR3900 Spectrophotomer wit RFID, LPV440.99.00012	1	ea	\$5,497.60	\$5,497.60
87080	Hach Digital Reactor Block 9x13mm;2x20mm, 115V,DRB200-01	1	ea	\$1,564.65	\$1,564.65
30456	COD Test Tube Cooling, Rack SS, Holds 10 Vials (1864100)	1	ea	\$148.20	\$148.20
202103	(OR)Phosphorus TNT+ Low Range Reactive & Total,25/PK,TNT843	12	ea	\$80.87	\$970.44
202104	(OR)TNT+ Phosphorus Reactive & Total, 25/PK,TNT844	12	PK	\$80.96	\$971.52
HACHSUMMER	HACHSUMMER	1	ea	\$0.00	\$0.00

MERCHANDISE	MISCELLANEOUS	FREIGHT	TAX	TOTAL
\$9,152.41	\$ 0.00	\$ 75.16	\$0.00	\$9,227.57

Authorized Signature

PO (If Required)

Please note that your order may be subject to applicable taxes based on current rates at the time your order is completed.

This quote and all sales by HD Supply Facilities Maintenance, LTD. d/b/a USABlueBook shall be governed exclusively by the Terms & Conditions available at usabluebook.com/termsconditions

TO ORDER: For your convenience, you may simply sign and return via email to customerservice@usabluebook.com. We will process your order promptly and email a confirmation so you know we have it. If you prefer to call your order in or have additional questions or concerns, you may contact our Customer Service Department at (800) 548-1234. Please note any changes to the quantities or shipping address.

Thanks for choosing USABlueBook.



"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: Brian Kelley, Finance Director / City Treasurer
DATE: August 5, 2024
SUBJECT: Access Control System – City Hall, DPW, Water Renewal

SUGGESTED MOTION: I motion to approve a professional services quote from Lockmaster Security to upgrade the Access Control System for City Hall, DPW and Water Renewal at a project cost of \$6,443.00 and to amend the Fiscal Year 2025 Buildings and Grounds budget appropriately.

BACKGROUND INFORMATION: For many years, the city has used Lockmaster Security for building access and security for all city buildings. More than 15 years ago, an access control system was installed to manage security for City Hall, DPW and Water Renewal buildings. That system has deteriorated over the years and its reliability has come into question. As of June 2024, that system can no longer be maintained and supported.

ANALYSIS: On August 5, Joe from Lockmaster Security restarted the system and noted it may not be able to restart the system if it goes down again. Upon analyzing options, Joe recommends to upgrade to a cloud-based system which will allow easier access to maintain, troubleshoot and upgrade. The system itself is quoted at \$3,683.00 with labor to upgrade the security equipment at all the buildings being \$1,500.00. Additionally, the annual technical support for the system is \$1,260.00. The total cost to upgrade the system comes to \$6,443.00, with \$1,260.00 annual support costs. This system is best suited for the city's needs and could be installed

It is recommended that City Council approve the professional services quote from Lockmaster.

BUDGET IMPACT: The cost of this upgrade was not specifically identified in the original 2024/2025 City Budget because the upgraded system hadn't been finalized. As a result, the Buildings and Grounds budget will need to be amended to cover this cost. Every effort will be made to reduce other costs in Buildings and Grounds, and other departments, to offset.

Lock Master Security LLC
115 E Allegan St
Otsego, MI 49078 US
269-694-5258
office@lockmastersecurity.com
LOCKMASTERSECURITY.COM



Estimate

ADDRESS

City of Plainwell
211 N Main St.
Plainwell, MI 49080

ESTIMATE # 3799

DATE 08/05/2024

EXPIRATION DATE 09/05/2024

ACTIVITY	QTY	RATE	AMOUNT
Access Control System Upgrade to Cloud Hosted			
Cloud node and control panels	1	3,683.00	3,683.00
Labor to install equipment and program system (add all existing access levels, time specs, and users data into new system) train users on new software interface.	1	1,500.00	1,500.00
Cloud hosting and remote tech support for seven doors (billed annually)	1	1,260.00	1,260.00
Note: This estimate reuses all existing wiring, readers, door equipment, and key cards / fobs			
Half down with signed estimate to schedule project.			SUBTOTAL 6,443.00
Customer responsible for any required permits.			TAX 0.00
			TOTAL \$6,443.00

Accepted By

Accepted Date



“The Island City”

MEMORANDUM

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

TO: City Council
FROM: Justin Lakamper, City Manager
DATE: August 12th, 2024
SUBJECT: METRO Act Right of Way Application from Surf Air Wireless LLC

SUGGESTED MOTION: I motion to approve the Bilateral METRO Act Right of Way Permit Application from Surf Air Wireless, LLC.

BACKGROUND INFORMATION: Surf Air Wireless is planning on building out a fiber internet network in Plainwell with the intention of providing fiber internet service to residents. They have applied for a Bilateral Metro Act right of way permit in order to allow them to install utilities in the right of way for a period of 15 years. This is the second fiber telecommunication company to apply for a Metro Act permit with the City and are aware of each other’s proposed activity.

ANALYSIS: The METRO Act creates a uniform permitting process for telecommunications companies to gain access to rights of way across the state. There are two types of METRO Act permits, a unilateral and a bilateral permit. There are two major difference between the two types. A unilateral permit is good for 5 years as compared to 15. The terms of a unilateral permit cannot be negotiated, whereas the terms of the bilateral can. In this instance the terms of the bilateral permit are standard, with no changes. They are asking for a bilateral permit for the 15-year length of time due to the investment that they are making. METRO Act permits must be approved or denied within 45 days from receipt. We received this permit over 45 days ago, however, the insurance certificates that were provided did not meet the standards of the permit and we had to wait until they were able to provide us with the correct certificates. Without an overwhelmingly compelling reason to deny the permit, it must be allowed. Therefore, I recommend approval of this permit.

BUDGET IMPACT: There is no impact to the budget at this time.

**METRO Act Permit Application Form
Revised February 2, 2015**

City of Plainwell

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120**

BY

**Surf Air Wireless, LLC d/b/a Surf Internet
("APPLICANT")**

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at 211 N. Main St., Plainwell, MI 49080

City of Plainwell

**APPLICATION FOR ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS**

By
Surf Air Wireless, LLC d/b/a Surf Internet
(“APPLICANT”)

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways (“Public Ways”) in the Municipality for a telecommunications system. The METRO Act states that “A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way.” MCL 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

1 GENERAL INFORMATION:

1.1 Date: 05/20/2024

1.2 Applicant’s legal name: Surf Air Wireless, LLC
Mailing Address: 228 Waterfall Dr
Elkhart, IN 46516

Telephone Number: 888-274-6381

Fax Number:

Corporate website: <https://surfinternet.com>

Name and title of Applicant’s local manager (and if different) contact person regarding this application:

Adam Bates

Mailing Address: 400 76th St SW
Suite 15
Byron Center, MI 49315
Telephone Number: 517-375-1693
Fax Number: _____
E-mail Address: abates@surfinternet.com

1.3 Type of Entity: (Check one of the following)

- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company
- Individual
- Other, please describe: _____

1.4 Assumed name for doing business, if any: Surf Internet

1.5 Description of Entity:

1.5.1 Jurisdiction of incorporation/formation; Delaware

1.5.2 Date of incorporation/formation; 6/30/2006

1.5.3 If a subsidiary, name of ultimate parent company;

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

Gene Crusie, CEO
Ryan Delack, CFO
Brent Williams, COO
Patrick Wheeland, CTO

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information.

Please see attached.

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: _____ None. _____

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes No

If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; or

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes No

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

A private review of financial statements can be arranged if required by Municipality with an approved and executed non-disclosure agreement.

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

Installation of Telecommunications Conduit and Fiber via underground or aerial methods.

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

2.4 Please provide an anticipated or actual construction schedule.

Surf Internet would like to commence construction as soon as possible once approved permits have been received by the Municipality.

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

Surf Air Wireless, LLC

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

Surf Air Wireless, LLC

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office;

228 Waterfall Dr
Elkhart, IN 46516

3.2 Location of all records and engineering drawings, if not at local office;

3325 Middlebury St
Elkhart, IN 46516

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system;

Steve Charney, Director of OSP Engineering, scharney@surfinternet.com, 574-306-5678

Tanner Bradley, OSP Engineer, tbradley@surfinternet.com, 574-575-4761

Daniel Pearson, Project Director, dpearson@surfinternet.com, 606-424-8794

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

The contractor for construction has yet to be named. Contractor and their contact information will be provided as part of the formal permitting process.

4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

5/29/2024
Date

NAME OF ENTITY (“APPLICANT”)

Surf Air Wireless, LLC d/b/a Surf Internet

By: **Adam Bates** Digitally signed by Adam Bates
Date: 2024.05.29 14:57:33
-04'00'

Adam Bates
Michigan Market Manager

S:\metroapplicationform.doc



Form Revision Date 07/2016

ANNUAL STATEMENT

For use by FOREIGN LIMITED LIABILITY COMPANY

(Required by Section 207, Act 23, Public Act of 1993)

Identification Number: 801879615

Annual Statement Filing Year: 2024

1. Limited Liability Company Name:
SURF AIR WIRELESS, LLC

2. The street address of the limited liability company's registered office and name of the resident agent at that office:

1. Resident Agent Name: THE CORPORATION COMPANY

2. Street Address: 40600 ANN ARBOR RD E STE 201
Apt/Suite/Other:
City: PLYMOUTH
State: MI Zip Code: 48170

3. Mailing address of the registered office:
P.O. Box or Street
Address:
Apt/Suite/Other:
City:
State: Zip Code:

This annual statement must be signed by a member, manager, or an authorized agent.
Signed this 16th Day of November, 2023 by:

Signature	Title	Title if "Other" was selected
Heather M Neveu	Authorized Agent	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the 2024 ANNUAL STATEMENT

for

SURF AIR WIRELESS, LLC

ID Number: 801879615

received by electronic transmission on November 16, 2023 ***, is hereby endorsed.***

Filed on November 16, 2023, ***by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

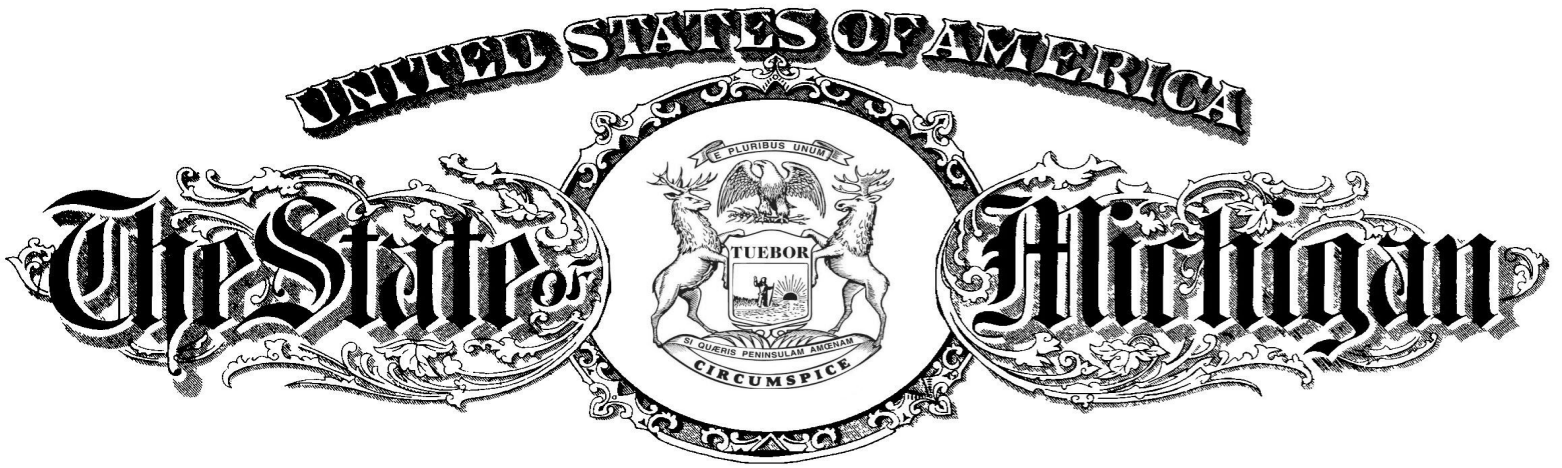


In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 16th day of November, 2023.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

SURF AIR WIRELESS, LLC

a(n) Delaware FOREIGN LIMITED LIABILITY COMPANY.

was validly authorized on October 30 , 2014, to transact business in Michigan, and that said limited liability company holds a valid certificate of authority to transact business in this state, and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the limited liability company is in good standing in Michigan as of this date and is duly authorized to transact in this state any business set forth in its application which a domestic limited liability company formed under this act may lawfully conduct except as limited by statements in its Application for Certificate of Authority or under the law of its jurisdiction of organization.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 16th day of February , 2024.*

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 24020371401

**METRO Act Permit
Bilateral Form
Revised 12/06/02**

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean Surf Air Wireless, LLC c/b/a Surf Internet organized under the laws of the State of Delaware whose address is 228 Waterfall Dr., Elkhart, IN 46516.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's Supervisor or their designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean City of Plainwell, a Michigan municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.
- 2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.
- 2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.
- 2.2 Overlapping. Company shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:
- 3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is:
Chelsea DeVries
Project Manager
400 76th Street SW, Suite 15
Byron Center, MI 49315
616-498-1214
cdevries@surfinternet.com

- 3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is:

3325 Middlebury St., Elkhart, IN 46516.

- 3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities are:

Steve Charney, Director of OSP Engineering, scharney@surfinternet.com, 574-306-5678;

Tanner Bradley, OSP Engineer, tbradley@surfinternet.com, 574-575-4761;
Chelsea DeVries, Project Manager, cdevries@surfinternet.com, 616-498-1214

- 3.1.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is Tanner Bradley, OSP Engineer, tbradley@surfinternet.com, 574-575-4761 or Project Manager, Chelsea DeVries, cdevries@surfinternet.com, 616-498-1214

- 3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency. For emergencies, please contact the Surf Internet Network Operations Center at 574-584-2300.

- 3.1.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.

- 3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

- 3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records,

plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall markup maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.
- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on

Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company's name and a toll-free telephone number.

- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately

prior to any Street Construction or Street Resurfacing planned by Municipality.

- 4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.
- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.
- 4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or manmade disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company

shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.

- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 174 of the Public Acts of 2013, as amended, MCL § 460.721 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.
- 4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.

- 5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.
- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
- 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
- 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
- 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
- 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop

down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.
- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).
- 6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of

them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

7.1 Term. The term (“Term”) of this Permit shall be until the earlier of:

7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such an initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or

7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or

7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or

7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

- 11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,
- 11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and
- 11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.
- 11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

- 12.1 Notices. All notices under this Permit shall be given as follows:
- 12.1.1 If to Municipality, to City of Plainwell, 211 N. Main St., Plainwell, MI 49080.
- 12.1.2 If to Company, to Chelsea DeVries, 400 76th St SW, Suite 15, Byron Center, MI 49315 with a copy to 228 Waterfall Dr, Elkhart In, 46516.
- 12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

- 13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications

Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

- 13.2 Duties. Company shall faithfully perform all duties required by this Permit.
- 13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.
- 13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].
- 13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.
- 13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.
- 13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

City of Plainwell

Attest:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

“Company accepts the Permit granted by Municipality upon the terms and conditions contained therein.”

**SURF AIR WIRELESS, LLC D/B/A SURF
INTERNET**

By: _____

Its: _____

Date: _____

Exhibit A

Public Right-of-Way to be Used by Telecommunication Facilities

Exhibit B

Bond

RIGHT OF WAY BOND

Bond No. 91BSBJF8218

KNOW ALL MEN BY THESE PRESENTS:

That, Surf Air Wireless dba Surf Internet hereinafter called the Principal, and Hartford Fire Insurance Company hereinafter called the Surety, are held and firmly bound unto the City of Plainwell, hereinafter called the Obligee, in the sum of Twenty Thousand (\$20,000) Dollars, to the payment of which sum, well and truly to be made, the said Principal and the Surety bind themselves, their successors, heirs and assigns, jointly and severally, firmly by these presents.

WHEREAS, Right of Way bond is required of said Principal to guarantee the proper restoration and replacement of street rights-of-way in accordance with the plans and specifications of the Permit and within the time specified for such completion, then this obligation shall be void at the expiration of the maintenance period of one (1) year; otherwise to remain in full force and effect.

Signed, sealed and dated this 9th day of July, 2024.



Surf Air Wireless dba Surf Internet
Principal

By: _____

Hartford Fire Insurance Company
Surety

By: Thomas Champoux
Thomas Champoux, Attorney-in-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-11

One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: UNICO GROUP INC
Agency Code: 91-913540

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint Thomas Champoux

its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 91BSBJF8218

Naming Surf Air Wireless dba Surf Internet as Principal,
and City of Plainwell as Obligee,

in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 9, 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



Date: July 9, 2024

Agency Code: 91 913540

Agency Information

UNICO GROUP INC
1128 LINCOLN MALL SUITE 200
LINCOLN, NE 68508

Obligee Information

OBLIGEE:
City of Plainwell
211 N. Main St.
Plainwell, MI 49080

Insured / Principal: Surf Air Wireless dba Surf Internet

Policy / Bond #: 91BSBJF8218

Account Name/Number: Surf Air Wireless, LLC 91M100777178

Policy Term: July 8, 2024 - July 8, 2025

Type of Policy: Surety - License & Permit

Billing Term: Annual

Billing Type¹: Direct Bill

Transaction Type: New Bond

Transaction Effective Date: July 8, 2024

Bond Limit: \$20,000

Premium
\$ 250

State Tax / Surcharge if applicable
\$ /

This record is a billing advice only.

If you have any questions regarding this transaction, please contact your agent or The Hartford's Billing Department.

¹ Billing Type:

- Agency Bill – Premium will be billed through your Agent.
- Direct Bill – You will receive a billing statement directly from The Hartford.
 - Credit Card – Premium noted on this statement has been submitted to your Credit Card for this term only and it will be reflected in your Direct Bill notification you receive from The Hartford.



**CONTRACTOR’S POLLUTION LIABILITY
SUPPLEMENTAL DECLARATIONS**

AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS IN EXCESS OF THE DEFENSE EXPENSES AGGREGATE LIMIT WILL REDUCE THE LIMIT OF LIABILITY AVAILABLE AND WILL BE APPLIED AGAINST THE SELF-INSURED RETENTION OR DEDUCTIBLE.

Limits Of Insurance And Self-Insured Retention Or Deductible

LIMITS OF INSURANCE

Coverage Form Aggregate Limit	\$1,000,000
<input checked="" type="checkbox"/> Each Contractor's Pollution Condition Limit	\$1,000,000
<input checked="" type="checkbox"/> Each Transportation Pollution Condition Limit	\$1,000,000
<input checked="" type="checkbox"/> Each Non-Owned Disposal Site Pollution Condition Limit	\$1,000,000
<input checked="" type="checkbox"/> Each Crisis Management And Emergency Response Limit	\$1,000,000
<input checked="" type="checkbox"/> Defense Expenses Aggregate Limit	\$1,000,000

SELF-INSURED RETENTION

DEDUCTIBLE

Each Pollution Condition \$10,000

Retroactive Date (Not applicable with MEEI 0007)

Retroactive Date (Claims-Made And Reported Coverage Only)

This insurance does not apply to injury or damages that occurs before the Retroactive Date shown above.

Endorsements

Forms and Endorsements applying to this Coverage Form and made a part of this policy at time of issue:

SEE FORMS SCHEDULE MDIL 1001 ATTACHED

Investment Activity Report



“The Island City”

City of Plainwell

Investment Portfolio Detail - Unaudited

at: 07/31/2024

Brian Kelley, Finance Director/Treasurer

I verify that this investment portfolio is in conformity with Michigan laws and the City's Investment Policy as approved by City Council.

Insert Signature:

Brian Kelley

Digitally signed by Brian Kelley
Date: 2024.08.02 17:42:49 -04'00'

	Investment Type	CUSIP	Principal Purchase	Monthly Interest Earned	Institution or Bank	Contact Name and Number	Purchase Date	Maturity Date	Yield	Remaining Days to Maturity
1	Pooled Investment*	N/A	\$2,928,515	\$13,738.11	Michigan Class	Jeff Anderson - 616.244.9376	03/28/2016		5.39%	
2	12-month CD	N/A	\$53,747	\$224.97	Consumers Credit Union	Leah Patrick - 269.345.7804	11/22/2023	11/22/2024	5.25%	114
3	12-month CD	N/A	\$53,747	\$224.97	Consumers Credit Union	Leah Patrick - 269.345.7804	11/22/2023	11/22/2024	5.25%	114
4	365-Day CD	N/A	\$90,270	\$0.00	First National Bank	Doug Johnson - 616.538.6040	11/16/2023	11/16/2024	5.05%	108
5	365-Day CD	N/A	\$242,466	\$950.84	Grand River Bank	Christy Vierzen - 616.259.1322	06/10/2024	06/10/2025	4.90%	314
6	179-Day CD	N/A	\$26,497	\$0.00	Horizon Bank	Karen Poff 833.729.0887	04/22/2024	10/18/2024	5.06%	79
7	6-month CD	N/A	\$153,843	\$0.00	Horizon Bank	Karen Poff 833.729.0887	05/22/2024	10/19/2024	5.06%	80
8	180-Day CD	N/A	\$239,549	\$904.86	Northstar Bank	Julie Smith - 810.329.7104	03/31/2024	09/30/2024	4.55%	61
9	13-month CD	N/A	\$173,730	\$645.60	Southern Michigan Bank & Trust	Aimee Kornowicz 269.279.3568	10/03/2023	10/30/2024	4.55%	91
10	13-month CD	N/A	\$10,380	\$38.58	Southern Michigan Bank & Trust	Aimee Kornowicz 269.279.3568	10/03/2023	10/30/2024	4.55%	91
11										
12										
13										
14										
15										

Total Investments: \$3,972,744.53 \$16,727.93 = Monthly investment interest

Average Yield: 4.96%

Cash Activity for the Month

Cash, beginning of month: \$2,420,616.49

\$4,748.95 = Monthly bank account interest

Cash, end of month: \$3,114,206.40

Cash and Investments, end of month: \$7,086,950.93 \$21,476.88 = Total monthly interest earned

Justin Lakamper, City Manager

I verify that this investment portfolio is in conformity with Michigan laws and the City's Investment Policy as approved by City Council.

Insert Signature:

** Funds 701 and 703 not included - Trust & Agency

ESTIMATED CASH BALANCE/FUND BALANCE REPORT

MONTH ENDED: **7/31/2024**
 % OF FISCAL YEAR: **8.49%**

*** - Amounts taken from audited financial statements as of June 30, 2023**
 ** - OPEB listing on this worksheet is included in the General Fund for financial statement purposes
 *** - These amounts are taken directly from the End of Month Financial Statement provided to Council

FUND	AUDITED FIGURES AS OF MOST RECENT AUDIT *		CURRENT YEAR PERFORMANCE - UNAUDITED ***		ESTIMATED FUND BALANCE (AUDIT FB + ACT REV - ACT EXP)	TOTAL RECONCILED CASH AND INVESTED FUNDS	CURRENT YEAR AMENDED BUDGET EXP	EXPENSE BUDGET USED
	CASH AND INVESTED FUNDS BALANCE	FUND BALANCE	ACTUAL REVENUE YTD - CASH BASIS	ACTUAL EXPENSE YTD - CASH BASIS				
	General	466,673	538,616	568,797				
Major Streets	287,707	183,988	431	10,962	173,456	172,378	353,515	3.10%
Local Streets	343,961	338,397	2,067	7,219	333,245	551,699	529,547	1.36%
Solid Waste	22,000	18,626	102,332	11,303	109,655	155,863	227,074	4.98%
Brownfield BRA	141,700	68,836	32,574	10,923	90,487	106,576	146,210	7.47%
Tax Increment TIFA	149,891	147,581	29,141	3,185	173,536	226,483	52,422	6.08%
Downtown DDA	102,223	100,155	79,919	2,969	177,106	229,327	87,314	3.40%
Stimulus Fund ARPA	410,964	14,044	-	-	14,044	0	-	#DIV/0!
Revolving Loan	30,592	62,655	842	-	63,497	52,011	10,000	0.00%
Capital Improvement	62,735	62,735	42,242	6,667	98,310	112,841	86,113	7.74%
Fire Reserve	76,887	76,887	42,127	20,764	98,250	86,057	77,141	26.92%
Airport	43,387	50,958	7,272	2,079	56,151	34,528	89,517	2.32%
Sewer	811,289	783,145	156,506	94,193	845,459	1,717,726	2,649,807	3.55%
Water	264,455	94,318	100,347	35,074	159,592	1,948,780	1,813,042	1.93%
Motor Pool / Equipment	39,502	32,573	26,426	19,689	39,310	47,672	254,435	7.74%
OPEB**	76,408	76,659	4,861	1,823	79,697	96,940	59,061	3.09%
	3,330,374	2,650,173	1,195,885	421,249	3,424,809	7,086,951	9,131,633	4.61%

Justin Lakamper, City Manager	Brian Kelley, Finance Director/Treasurer
I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate.	I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate.
Insert Signature:	Insert Signature: <div style="text-align: right;"> Brian Kelley <small>Digitally signed by Brian Kelley Date: 2024.08.02 17:40:49 -04'00'</small> </div>

08/08/2024

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL
INVOICE ENTRY DATES 07/19/2024 - 08/08/2024
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Vendor Code	Vendor Name	Description	Amount
000002	AT&T		
	2696851957 07	AIRPORT LANDLINE JULY 2024	131.53
	2696856824 07	DPS LANDLINE JULY 2024	131.53
TOTAL FOR: AT&T			263.06
000004	PLAINWELL AUTO SUPPLY INC		
	718890	DPS - BATTERIES FOR SIRENS KC	252.98
	719641	DPW - BATTERY FOR SMALL ASPHALT ROLLER AB JF	161.49
	720006	DPW - TIP CLEANER KIT DR	8.49
	720014	DPW - BRAKE CLEAN (2) DR	10.58
	720334	DPW - OIL DRY AB	55.16
TOTAL FOR: PLAINWELL AUTO SUPPLY INC			488.70
000009	CONSUMERS ENERGY		
	2024.8	CITY WIDE ELECTRIC JULY 2024	7,160.83
	2024.8.1	CITY WIDE ELECTRIC JULY 2024	4,440.85
	204034262319	WR - ELECTRIC SERVICE JULY 2024	7,044.04
TOTAL FOR: CONSUMERS ENERGY			18,645.72
000010	RIDDERMAN & SONS OIL CO INC		
	178695	DPW - 420GL 5-87 REG 10% ETHANOL	1,105.64
	41407	AIRPORT - TRACTOR/MOWER GAS VW	155.24
TOTAL FOR: RIDDERMAN & SONS OIL CO INC			1,260.88
000011	SHOPPERS GUIDE INC		
	01335947	DDA - SIDEWALK SALES ADVERTISING DS	100.00
TOTAL FOR: SHOPPERS GUIDE INC			100.00
000013	RATHCO SAFETY SUPPLY INC		
	182321	DPW - HANDICAP (3)/VAN ACCESS SIGNS CP	115.00
TOTAL FOR: RATHCO SAFETY SUPPLY INC			115.00
000014	MICHIGAN GAS UTILITIES CORP		
	5100050542	CITY HALL GAS SERVICE JUNE 2024	40.66
	5100329147	WR PLANT GAS SERVICE JUNE 2024	1,048.62
	5100597942	DPS BUILDING GAS SERVICE JUNE 2024	35.90
	5100951812	DPW BUILDING GAS SERVICE JUNE 2024	67.38
	5101502307	WR CUSHMAN LIFT STATION GAS SERVICE JUNE 2024	44.55
	5102711692	WR - 12TH ST LIFT GAS SERVICE JUNE 2024	42.21

	5102745286	WR - WATER CHEM ROOM GAS SERVICE JUNE 2024	50.99
	5106634379	DPW BACK BARN GAS SERVICE JUNE 2024	40.66
TOTAL FOR: MICHIGAN GAS UTILITIES CORP			1,370.97
000034	VERIZON		
	9969809111	EOC/DPS PHONE SERVICE 6/24 - 7/23/2024	153.42
TOTAL FOR: VERIZON			153.42
000046	EMERGENCY VEHICLE PRODUCTS		
	S0019311	DPS - #1 LABOR SIREN CONTROLLER REPROGRAM/PARTS	619.22
TOTAL FOR: EMERGENCY VEHICLE PRODUCTS			619.22
000056	ALLEGAN COUNTY TREASURER		
	2024.7	ADMIN - PRE CHARGEBACKS JULY 2024	2.94
TOTAL FOR: ALLEGAN COUNTY TREASURER			2.94
000079	ALLEGAN COUNTY NEWS		
	12752	ADMIN - JUNE 2024 LEGALS/NOTICES	190.00
	13144	ADMIN - JULY 2024 LEGALS/NOTICES	120.00
TOTAL FOR: ALLEGAN COUNTY NEWS			310.00
000081	ROE-COMM INC		
	361097	DPS - SIREN SERVICE CALL/BATTERY REPLACE KC	1,530.00
TOTAL FOR: ROE-COMM INC			1,530.00
000087	BILL G BOMAR		
	2024.8	RETIREE HEALTH PREMIUM 8/2024 BOMAR	189.60
TOTAL FOR: BILL G BOMAR			189.60
000104	HARDINGS MARKET 380		
	7AUG2024	WR - BAG ICE (2) FOR SAMPLES/FLOOR CLEANER BP/LK	18.97
TOTAL FOR: HARDINGS MARKET 380			18.97
000131	KEVIN CHRISTENSEN		
	2024.8	RETIREE PREMIUM 8/2024 CHRISTENSEN	207.70
TOTAL FOR: KEVIN CHRISTENSEN			207.70
000138	AMERICAN OFFICE SOLUTIONS		
	36964052	DPS - COPIER LEASE/USAGE JULY 2024	148.50
TOTAL FOR: AMERICAN OFFICE SOLUTIONS			148.50
000153	FLEIS & VANDENBRINK INC		
	70311	JUNE 2024 PROFESSIONAL SERVICES UCMR5 SAMPLING	512.00
	70312	JUNE 2024 PROFESSIONAL SERVICES DWAM GRANT	3,575.00
	70313	JUNE 2024 PROFESSIONAL SERVICES OLD ORCHARD	43,928.19
	70314	JUNE 2024 PROFESSIONAL SERVICES MICHIGAN AVE SEW	991.30
	70315	JUNE 2024 PROFESSIONAL SERVICES SOUTH MAIN	6,154.65

TOTAL FOR: FLEIS & VANDENBRINK INC			55,161.14
000155	BRAVE INDUSTRIAL FASTENER		
	170070	DPW - HEX BOLTS/LOCK NUTS SHERWOOD PARK JF	62.68
TOTAL FOR: BRAVE INDUSTRIAL FASTENER			62.68
000164	ETNA SUPPLY CO INC		
	S105778323.001	DPW - MISC PARTS 220 GILKEY METER PIT WK	394.20
	S105778323.002	DPW - METER TRANSCEIVER 220 GILKEY METER PIT WK	205.00
TOTAL FOR: ETNA SUPPLY CO INC			599.20
000233	PEERLESS-MIDWEST INC		
	79685	DPW - WELL #7 PID FUNCTION INTERGRATION	3,104.25
TOTAL FOR: PEERLESS-MIDWEST INC			3,104.25
000243	JIFFY PRINT		
	23709	DPS - BUSINESS CARDS OFFICER WELCHER KC	47.00
TOTAL FOR: JIFFY PRINT			47.00
000276	WEST SHORE FIRE, INC		
	33204	DPS - FILTER/TEST KIT/OIL/SERVICE MAKO COMPRESSOR	864.01
TOTAL FOR: WEST SHORE FIRE, INC			864.01
000348	KALAMAZOO LANDSCAPE SUPPLIES		
	IN0270413	DPW - YARD BLEND (4) GUN PLAIN SIDEWALK AB	120.00
TOTAL FOR: KALAMAZOO LANDSCAPE SUPPLIES			120.00
000356	LOCK MASTER SECURITY LLC		
	12525	AIRPORT - OFFICE LEVER LOCK/DOOR COVER PLATE/FUEL	355.00
TOTAL FOR: LOCK MASTER SECURITY LLC			355.00
000392	MICHIGAN MUNICIPAL TREASURERS ASSOC		
	07/10/2024	2023 FC Registraion	399.00
TOTAL FOR: MICHIGAN MUNICIPAL TREASURERS ASSOC			399.00
000760	ALLEGAN COUNTY SHERIFFS DEPT		
	2024.6	DPW - JUNE 2024 SHERIFF'S CREW ASSIST CP	176.00
TOTAL FOR: ALLEGAN COUNTY SHERIFFS DEPT			176.00
000910	GRAINGER		
	9198931280	WR - SAFETY SUPPLIES/GEAR LK	199.60
	9203281838	WR - LAB EQUIPMENT LK	35.18
TOTAL FOR: GRAINGER			234.78
000941	WEST MICHIGAN CRIMINAL JUSTICE TC		
	5795	DPS - DEWOLF FTO SUPERVISOR TRAINING BRUCE/CULV	400.00
TOTAL FOR: WEST MICHIGAN CRIMINAL JUSTICE TC			400.00

000947	WYOMING ASPHALT PAVING INC.		
	2024-338	DPW - (1.18) POTHOLE REPAIR	84.96
	2024-361	DPW - 5.1 BASE BRIGHTON STORM DRAIN REPAIR AB	346.80
TOTAL FOR: WYOMING ASPHALT PAVING INC.			431.76
001043	BS&A SOFTWARE		
	155626	ADMIN - HR SYSTEM SERVICE SUPPORT 8/24 - 8/25	434.00
TOTAL FOR: BS&A SOFTWARE			434.00
001215	FLIER'S		
	141286	WR - UV LIGHT/FILTER/FILTER CHANGE BP	433.14
	141298	WR - LAB DI C/A/MB TANKS LK/BP	641.00
TOTAL FOR: FLIER'S			1,074.14
001413	NCL OF WISCONSIN		
	506576	WR - LAB SUPPLIES 300ML GLASS TOP FOR 47MM FILTER	130.30
	506849	WR - LAD SUPPLIES GLASS SUPPORT BASE KIMAX FILTER	201.46
	506977	WR - LAB SUPPLIES/PIPET TIPS LK	37.83
TOTAL FOR: NCL OF WISCONSIN			369.59
001448	PROFESSIONAL CODE INSPECTIONS		
	24007	JULY 2024 BUILDING PERMITS	26,897.00
TOTAL FOR: PROFESSIONAL CODE INSPECTIONS			26,897.00
001536	WASHWELL-STADIUM DRIVE GROUP-SOAP		
	3799.6	DPS DRY CLEANING JUNE 2024	22.00
	3799.7	DPS DRY CLEANING JULY 2024	33.00
TOTAL FOR: WASHWELL-STADIUM DRIVE GROUP-SOAP			55.00
001645	ALEXANDER CHEMICAL CORPORATION		
	84253	WR - CYLINDER RENTAL LK	13.50
TOTAL FOR: ALEXANDER CHEMICAL CORPORATION			13.50
001748	REPUBLIC SERVICES		
	0249-008290544	DPW - TWO CONTAINERS AUGUST 2024	333.67
	0249-008290851	WR - TWO CONTAINERS AUGUST 2024	316.37
TOTAL FOR: REPUBLIC SERVICES			650.04
001815	JEFF GILLILAND		
	2024.6.27	WR - SHOE ALLOWANCE REIMBURSEMENT JG/LK	206.70
TOTAL FOR: JEFF GILLILAND			206.70
001829	PERCEPTIVE CONTROLS INC		
	16729	WR - JULY 2024 SUPPORT/SERVICE CALLS PLANT/12TH ST	755.70
TOTAL FOR: PERCEPTIVE CONTROLS INC			755.70

001888	MICHIGAN ASSOC. OF MUNICIPAL CLERKS		
	07/16/2024	2024 Member education day	50.00
TOTAL FOR: MICHIGAN ASSOC. OF MUNICIPAL CLERKS			50.00

002002	USABUEBOOK		
	INV00437695	WR - SAFETY GEAR LK	138.24
TOTAL FOR: USABUEBOOK			138.24

002018	CDW-G		
	SJ52648	ADMIN - COMPUTER UPGRADES FY 2025 BK	5,586.15
	SK56173	ADMIN - COMPUTER UPGRADES 2025	506.87
TOTAL FOR: CDW-G			6,093.02

002070	SIGNWRITER		
	43991	DDA - HIGGS IND PARK SIGN DS	1,903.00
TOTAL FOR: SIGNWRITER			1,903.00

002116	CHARTER COMMUNICATIONS		
	005584501071424	DPS INTERNET/PHONE/TV AUGUST 2024	297.71
	172241901070724	AIRPORT INTERNET JULY 2024	84.54
TOTAL FOR: CHARTER COMMUNICATIONS			382.25

002246	ELHORN ENGINEERING CO.		
	303088	DPW - CHEMICALS FOR WELLS 4 & 7	1,190.00
TOTAL FOR: ELHORN ENGINEERING CO.			1,190.00

002247	PLUMBER'S PORTABLE TOILETS		
	406041	DDA - PORTABLE TOILET FARMERS MARKET 7/9 - 8/6/20	135.00
TOTAL FOR: PLUMBER'S PORTABLE TOILETS			135.00

002281	HOME DEPOT		
	0113903	DPW - 125W UTILITY LIGHT/ STREET LIGHT AB	76.44
	5013072	DPW - TRIMMER SPOOL RL	73.94
	6013003	DPW - 2X10-8 (1) PELL RESTROOM JF	15.58
	7120736	DPW - RETURN OF MORTAR CP	(129.57)
	8011786	DPW - PVC BOARDS/BRICK MOLD/DOOR SEAL/SCREWS F	185.66
	8011805	DPW - 2X10-10 (2) PELL RESTROOM	46.76
	8122092	DPW - 10,000 BTU AIR CONDITIONER JF	351.82
	9011697	DPW - RAPID SET MORTAR 20) PICKLE BALL COURT AS	370.20
TOTAL FOR: HOME DEPOT			990.83

002323	BELLE TIRE		
	07/10/2024	New Tires on #5	120.00
	43909585	DPS - #4 2023 TAHOE MOUNT & BALANCE KC	80.00
TOTAL FOR: BELLE TIRE			200.00

002368	ORTON, TOOMAN, HALE, MCKOWN & KIEL		

	2024.7	DPS - JULY 2024 PROFESSIONAL SERVICES KC	100.00
TOTAL FOR: ORTON, TOOMAN, HALE, MCKOWN & KIEL			100.00

002371	RENEWED EARTH INC		
	33079	DPW - AUGUST 2024 COMPOST SITE MGMT	1,250.00
TOTAL FOR: RENEWED EARTH INC			1,250.00

002402	STEENSMA LAWN & POWER EQUIPMENT		
	1151849	DPW - NOTCHED BLADE MOWER #153/OCD FOOT BOBC/	596.66
TOTAL FOR: STEENSMA LAWN & POWER EQUIPMENT			596.66

002478	ENGINEERED PROTECTION SYSTEMS INC		
	A861312	DPS - NOTIFIER SYSTEM MONITORING 9/1 - 11/30/2024	201.60
	S507378	DPS - NOTIFIER SYSTEM SERVICE CALL KC	150.00
TOTAL FOR: ENGINEERED PROTECTION SYSTEMS INC			351.60

002527	COPS HEALTH TRUST		
	2024.8	AUGUST 2024 DENTAL/VISION PREMIUMS	1,807.57
TOTAL FOR: COPS HEALTH TRUST			1,807.57

002539	BELDEN SAND & GRAVEL		
	7666	DPW - PEA GRAVEL FOR PARKS	195.04
TOTAL FOR: BELDEN SAND & GRAVEL			195.04

002562	CITY OF ALLEGAN		
	0000013332	DPW - 2ND QUARTER 2024 WATER TESTING	540.00
TOTAL FOR: CITY OF ALLEGAN			540.00

002703	CONTINENTAL LINEN SERVICES INC		
	3948515	DPS RUGS	42.62
	3965364	CITY HALL RUGS	46.79
	3965365	DPW RUGS	66.99
	3965366	WR RUGS	29.92
	3971066	DPS RUGS	42.62
TOTAL FOR: CONTINENTAL LINEN SERVICES INC			228.94

002719	STATE OF MICHIGAN - D.N.R.E./DEQ		
	761-11216956	DPW - PFAS SAMPLING WK	580.00
TOTAL FOR: STATE OF MICHIGAN - D.N.R.E./DEQ			580.00

002793	WQXC FM - FORUM COMMUNICATIONS		
	24070057	DDA - RADIO ADS FARMERS MARKET/SIDEWALK SALES I	144.00
TOTAL FOR: WQXC FM - FORUM COMMUNICATIONS			144.00

002838	TRUE-TECH INDUSTRIES CO		
	9292	WR - REPLACEMENT DRIVE PRIMARY CLARIFIER #1	2,528.66
TOTAL FOR: TRUE-TECH INDUSTRIES CO			2,528.66

002869	PLUMMERS ENVIRONMENTAL SERVICES INC		
	24183601	DPW - HYDRO-EXCAVATIONG WATER METER/CATCH BAS	1,832.80
TOTAL FOR: PLUMMERS ENVIRONMENTAL SERVICES INC			1,832.80
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002880	KIESLER'S POLICE SUPPLY INC		
	IN242775	DPS - FEDERAL PREMIUM 9MM AMMO KC	774.00
TOTAL FOR: KIESLER'S POLICE SUPPLY INC			774.00
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004168	SBF ENTERPRISES		
	2024.8	UB POSTAGE AUGUST 2024	614.43
TOTAL FOR: SBF ENTERPRISES			614.43
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004190	WATERSOLVE LLC		
	10115	WR - 465LB DRUM SOLVE 137 LK/BP	1,200.00
TOTAL FOR: WATERSOLVE LLC			1,200.00
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004206	MADISON NATIONAL LIFE INSURANCE CO		
	1638097	AUGUST 2024 LIFE INSURANCE PREMIUMS	434.55
TOTAL FOR: MADISON NATIONAL LIFE INSURANCE CO			434.55
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004248	ULINE SHIPPING SUPPLY SPECIALISTS		
	180357323	ADMIN - BANKERS BOX (12) CR RECORD STORAGE BK	220.75
TOTAL FOR: ULINE SHIPPING SUPPLY SPECIALISTS			220.75
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004768	GRAND ELK RAILROAD INC		
	92303497	DPW - SIGNAL MAINTENANCE	1,427.00
TOTAL FOR: GRAND ELK RAILROAD INC			1,427.00
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004785	PRIORITY HEALTH		
	241970001907.6	JUNE 2024 HEALTH INSURANCE PREMIUM ADJUSTMENT	1,097.65
	241970001907.8	AUGUST 2024 HEALTH INSURANCE PREMIUMS	28,123.85
TOTAL FOR: PRIORITY HEALTH			29,221.50
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004794	UNITED HEALTHCARE INSURANCE COMPANY		
	2024.08TOWN	RETIREE HEALTH INSURANCE AUGUST 2024 - TOWN	302.50
	2024.08WHIT	RETIREE HEALTH INSURANCE AUGUST 2024 - WHITNEY	302.50
TOTAL FOR: UNITED HEALTHCARE INSURANCE COMPANY			605.00
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004796	SILVERSCRIPT INSURANCE COMPANY		
	2024.08TOWN	RETIREE PRESCRIPTION COVERAGE AUGUST 2024 - TOWN	40.40
	2024.08WHIT	RETIREE PRESCRIPTION COVERAGE AUGUST 2024 - WHIT	40.40
TOTAL FOR: SILVERSCRIPT INSURANCE COMPANY			80.80
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004803	ARROW ENERGY INC		
	146626	AIRPORT - AVGAS 100LL VW	7,411.48
TOTAL FOR: ARROW ENERGY INC			7,411.48
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004814	WILLIAMS & WORKS		
	98742	JUNE 2024 PROFESSIONAL SERVICES PLANNING/ZONING	475.00
	98801	JULY 2024 PROFESSIONAL SERVICES PLANNING/ZONING	333.20
TOTAL FOR: WILLIAMS & WORKS			808.20

004837	MUNIWEB		
	55592	JULY 2024 WEBSITE HOSTING/RES SCHEDULING	250.00
TOTAL FOR: MUNIWEB			250.00

004855	PLAINWELL ACE HARDWARE		
	17202	DPW - WEED KILLER/SPRAYER OLD HARDINGS LOT AB	47.97
	17273	DPW - STEEL HANDLE SHOVEL AB	36.99
	17275	DPW - QUIKRETE STORM DRAIN BRIGHTON AB	15.98
	17283	DPW - SINGLE RECIP TP20A JF	4.99
	17291	DPW - CLAW BAR/HEX SCREWS WINDOW INSTALL DPW	30.98
	17297	DPW - HEX SCREWS WINDOW INSTALL DPW AB	16.99
	17298	DPW - GRASS SEED WELL 4 WK	28.99
	17322	DPW - LYSOL/CLEANER PARK BATHROOMS RL	18.77
	17338	DPW - 2" T30 BIT JF	3.59
	17340	DPW - BLK OXIDE DRILL BIT 1/4X12" HICKS REPAIR AB	13.99
	17345	DPW - SCREEN FIBER/GUTTER GETTER/SPLINE TOOL WK	38.94
	17352	DPW - QUIKRETE (4)/40G GRINDING DISC (2) SHERWOOD	52.34
	17354	DPW - MISC FASTENERS PCS METER CHANGE WK	10.60
	17357	DPW - REBAR/ROUND ROD SHERWOOD PARK AB	67.92
	17362	DPW - ROUND ROD/UNTHREADED ROD BB HOOPS SHER	19.16
	17372	DPW - POISON IVY KILLER (2) RL	63.98
	17373	DPW - MORTAR REPAIR WK	3.99
	17380	DPW - PAINT TAPE/BRUSHES/ROLLERS/TRAY LINER PICKI	92.92
	17410	DPW - INSECT SPRAY/SPRAY PAINT (4) DEANS ICE CREAM	33.45
	17412	DPW - PAINT FOR UNDER BRIDGES DR	189.99
	17415	DPW - PAINT FOR UNDER BRIDGES (4GL) DR	159.96
	17417	DPW - 9V BATTERY (2) #6 WATER VAN WK	10.99
	17422	DPW - PRMIER/SEALER/BRUSH PELL RESTROOM DR	17.58
	17423	DPW - HD CONSTRUCTION ADHESIVE SHERWOOD PARK	7.18
	17429	DPW - PAINT SUPPLIES COOK PARK RESTROOM AS	14.17
	17431	DPW - CAT FOOD FOR LIVE TRAP AT CH AB	2.99
	17433	DPW - PAINT/ROLLERS BATHROOM DOORS DR	30.97
	17434	DPW - ROLLERS/BRUSHES BATHROOM DOORS DR	37.74
	17440	DPW - DRILL BITS AB	171.98
	17441	DPW - DRILL BIT SHERWOOD PARK AS	13.99
	17444	DPW - WASP & HORNET KILLER (4) PARKS RL	19.96
	17446	DPW - WASP & HORNET KILLER (2)/PAINT BRUSH PARKS	40.16
	17463	WR - SINK WASHER/NOZZLE/CARB CLEANER/LUBE LK	45.33
TOTAL FOR: PLAINWELL ACE HARDWARE			1,365.53

004858 FERGUSON WATERWORKS

	0203516	DPW - MANHOLES CASTINGS SEWER REPAIR CP	694.44
	0204677	DPW - BRIGHTON ST STORM DRAIN WK	191.97
TOTAL FOR: FERGUSON WATERWORKS			886.41
004877	MATT ROGERS PLUMBING		
	8326	DPS - REPAIR 2" WATER LINE/2 LEAKING FITTINGS KC	1,100.00
TOTAL FOR: MATT ROGERS PLUMBING			1,100.00
004886	REPUBLIC SERVICES		
	0249-008265675	AUGUST 2024 CITY WIDE RECYCLING	4,799.06
TOTAL FOR: REPUBLIC SERVICES			4,799.06
004888	PAGE FREEZER SOFTWARE INC		
	INV-16937	PAGEFREEZER FOR SOCIAL MEDIA - 5 ACCOUNTS 9/24 - 9	1,468.32
TOTAL FOR: PAGE FREEZER SOFTWARE INC			1,468.32
005012	UNITED BANK		
	2024.07.22	ADMIN - ACH FEE - TAX DISTRIBUTION 07/26/2024 - BK	7.00
	2024.07.23	ADMIN - ACH FEE - PAYROLL PRENOTE - AK	7.00
	2024.07.24	ADMIN - RETURN PAYMENT FEE - PAYROLL PRENOTE - AK	7.50
	2024.07.25	ADMIN - ACH FEE - PAYROLL PRENOTE - AK	7.00
	2024.07.26	ADMIN - RETURNED PAYMENT FEE - PAYROLL PRENOTE -	7.50
	2024.07.29	ADMIN - ACH FEES (2) - TAX DISTRIBUTION 08/02 & UB PI	14.00
	2024.07.31	ADMIN - ACH FEES (2) - PAYROLL DIRECT DEPOSIT & FIRS	14.00
	2024.08.01	ADMIN - ACH FEE - UB PRENOTE - PS	7.00
	2024.08.05	ADMIN - ACH FEE - TAX DISTRIBUTION 08/09/2024 - BK	7.00
TOTAL FOR: UNITED BANK			78.00
005015	CHECKALT-KLIK		
	219505	JULY 2024 ELOCKBOX FEES BK	140.67
TOTAL FOR: CHECKALT-KLIK			140.67
005023	VAIRKKO TECHNOLOGIES, LLC		
	27483	JULY 2024 TRAINING COURSE CONTENT	67.80
	27485	JULY 2024 EMPLOYEE TRAINING SOFTWARE	97.80
TOTAL FOR: VAIRKKO TECHNOLOGIES, LLC			165.60
005029	SPECTRUM PRINTERS		
	81186	ADMIN - VOTE TEST TEST DECKS AUGUST 2024 ELECTION	100.00
TOTAL FOR: SPECTRUM PRINTERS			100.00
005037	PINE LAKE BOAT & MOTOR		
	006264	DPS - MARINE LABOR/REPAIR SHIFT BOX RESCUE BOAT I	245.00
TOTAL FOR: PINE LAKE BOAT & MOTOR			245.00
005040	US INTERNET		
	4615156	SECURANCE EMAIL FILTERING 8/14 - 9/13/2024	70.00

TOTAL FOR: US INTERNET			70.00
005047	STAPLES, INC.		
	6002373705	DPS - PAPERTOWEL KC	38.56
	6004195545	ADMIN - 4" BINDER (2)/EXP FILE (12 MTH) RB	168.98
	6006485006	DPS - THERMAL LAM POUCHES/COPY PAPER OL/KC	76.79
	6006577186	ADMIN - AAA BATTERIES FOR COUCIL MIC'S RB	42.59
	6006877503	DPW - HAND TOWELS/TP/SHARPIES CP	174.56
	6006984979	DPW - STRING TAGS CP	8.71
	6007936836	ADMIN - COUNTERFEIT DETECT PEN/C FOLD TOWELS RB	43.47
	6008814280	DPS - C FOLD TOWELS/SPARKLE PAPER TOWEL DV	94.75
TOTAL FOR: STAPLES, INC.			648.41
005050	QUADIENT LEASING USA		
	Q1453449	ADMIN - COPIER LEASE 6/8 - 9/7/2024	429.36
TOTAL FOR: QUADIENT LEASING USA			429.36
005064	R & R ASSESSING INC		
	2024.8	ADMIN - ASSESSING SERVICES AUGUST 2024	1,700.00
TOTAL FOR: R & R ASSESSING INC			1,700.00
005114	ASPHALT RESTORATION INC		
	10819L	DPW - CRACKFILLING LOCAL STREETS	14,319.00
	10819M	DPW - CRACKFILLING MAJOR STREETS	14,835.00
TOTAL FOR: ASPHALT RESTORATION INC			29,154.00
005122	GREAT LAKES ELEVATOR, LLC		
	10906	DPS - 3RD QUARTER 2024 ELEVATOR MAINTENANCE	300.00
TOTAL FOR: GREAT LAKES ELEVATOR, LLC			300.00
005124	HEALTHEQUITY INC		
	K6QRDVA	ADMIN - JULY 2024 FLEX SPENDING ACCOUNT FEES - AK	10.50
TOTAL FOR: HEALTHEQUITY INC			10.50
005125	8X8 INC		
	4533369	JULY 2024 CITY WIDE PHONES	629.21
TOTAL FOR: 8X8 INC			629.21
005128	PLAINWELL REDI MIX		
	072224-326	DPW - CURBS GILKEY/BRIGHTON	398.50
	073024-36	DPW - 1.5 YARDS SHERWOOD PARK	315.00
TOTAL FOR: PLAINWELL REDI MIX			713.50
005145	COUNTY OF KENT		
	1822894	DPW - AIRPORT RUBBLE DISPOSAL	55.61
TOTAL FOR: COUNTY OF KENT			55.61

005154	GINGER LEONARD		
	2024.7.23	ADMIN - TRAINING/MILEAGE REIMBURSEMENT GL/JL	39.26
TOTAL FOR: GINGER LEONARD			39.26

005168	HULL LIFT TRUCK INC		
	S-0609415	WR - BOBCAT Z TURN 72" MOWER BP	12,570.00
TOTAL FOR: HULL LIFT TRUCK INC			12,570.00

005171	FLYERS ENERGY LLC		
	CFS-3950927	DPS - FUEL FOR POLICE/FIRE VEHICLES 7/31/2024	1,224.78
TOTAL FOR: FLYERS ENERGY LLC			1,224.78

005173	OLDCASTLE INFRASTRUCTRE, INC		
	271001190	DPW - RISER & BASE BRIGHTON ST STORM SEWER WK	461.62
TOTAL FOR: OLDCASTLE INFRASTRUCTRE, INC			461.62

005195	T-MOBILE USA INC		
	2024.7	CITY CELL SERVICE JUNE 21 TO JULY 20 2024	2,021.89
TOTAL FOR: T-MOBILE USA INC			2,021.89

005198	WASH MULTIFAMILY LAUNDRY SYSTEMS		
	SINV00037498	DPS - REPLACE DOOR LOCK TURNOUT GEAR WASHING M	1,122.47
TOTAL FOR: WASH MULTIFAMILY LAUNDRY SYSTEMS			1,122.47

ACACH	ALLEGAN COUNTY TREASURER		
	2024.07.20	DISTRIBUTE 2024 TAX COLLECTIONS W/E 07/20/2024	22,294.29
	2024.07.27	DISTRIBUTION 2024 TAX COLLECTIONS W/E 07/27/2024	31,692.46
	2024.08.03	DISTRIBUTE 2024 TAX COLLECTIONS W/E 08/03/2024	429,330.74
TOTAL FOR: ALLEGAN COUNTY TREASURER			483,317.49

CBEFT	HUNTINGTON NATIONAL BANK		
	2024.07	ADMIN - JULY 2024 HUNTINGTON BANK SERVICE FEES - B	30.00
TOTAL FOR: HUNTINGTON NATIONAL BANK			30.00

CC9999	MEIJER		
	06/30/2024	Flash drive Case 23-2808	19.07
	06/30/2024	Phone case	62.43
	07/01/2024	Ipad keyboard Justin	143.09
	07/02/2024	Return Ipad keyboard	33.70
	07/02/2024	Webcam hosting	44.85
	07/06/2024	Monthly subscription	52.00
	07/08/2024	Deposit for convention	308.25
	07/10/2024	Training registration	175.00
	07/16/2024	Special event banner	98.70
	07/17/2024	Meal at training	13.77
	07/19/2024	Duo Essentials monthly	30.00
TOTAL FOR: DUO SECURITY			980.86

COPEFT	CITY OF PLAINWELL		
	2024.08	AUGUST 2024 CITY UTILITY BILLS FOR JULY 2024 USAGE	4,671.56
TOTAL FOR: CITY OF PLAINWELL			4,671.56
RDLACH	RANSOM DISTRICT LIBRARY		
	2024.07.20	DISTRIBUTE 2024 TAX COLLECTIONS W/E 07/20/2024	120.86
	2024.07.27	DISTRIBUTION 2024 TAX COLLECTIONS W/E 07/27/2024	4,485.59
	2024.08.03	DISTRIBUTE 2024 TAX COLLECTIONS W/E 08/03/2024	56,001.57
TOTAL FOR: RANSOM DISTRICT LIBRARY			60,608.02
REFUND TAX	STINSON CHRISTIAN		
	07/25/2024	2024 Sum Tax Refund 55-360-001-00	872.97
TOTAL FOR: STINSON CHRISTIAN			872.97
REFUND UB	MOORE, JUDETH		
	08/08/2024	UB refund for account: 01-00008550-02	149.17
TOTAL FOR: MOORE, JUDETH			149.17
SOMEFT	STATE OF MICHIGAN		
	2024.07	JULY 2024 AIRPORT FUEL SALES TAX RETURN	220.22
TOTAL FOR: STATE OF MICHIGAN			220.22

TOTAL - ALL VENDORS

794,469.98

INVOICE AUTHORIZATION

Person Compiling Report

Brian Kelley, Finance Director/Treasurer

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.

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:

Roxanne Branch
Digitally signed by Roxanne Branch
Date: 2024.08.08 13:01:45 -04'00'

Insert Signature:

Brian Kelley
Digitally signed by Brian Kelley
Date: 2024.08.08 14:50:21 -04'00'

Bryan Pond, Water Renewal Plant Supt.

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.

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: 2024.08.08 14:40:25 -04'00'

Insert Signature:

Bob Nieuwenhuis, Public Works Supt.

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.

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: 2024.08.08 13:19:21 -04'00'

Insert Signature:

Justin Lakamper
Digitally signed by Justin Lakamper
Date: 2024.08.08 14:27:01 -04'00'

Reports & Communications:

A. City of Plainwell - USA Earthworks LLC Pay Application #4 – Old Orchard Project

On December 28, 2023, City Council approved a bid from USA Earthworks LLC for water/sewer/street improvements in the Old Orchard neighborhood. The work began on April 1, 2024 and will continue through the summer. USA Earthworks will submit pay applications monthly.

Recommended action: Consider approving pay application #4 for USA Earthworks LLC in the amount of \$245,109.60 for work performed on the Old Orchard Project.

B. Water Renewal - AMR Testing and WET Testing

Water Renewal must perform AMR and WET testing to meet the requirements of our NDPES permit. Testing includes metals, pesticides/PCBs, SOLCs, VOCs, Cyanide, Phenols and acute toxicity. Trace Labs is a competitively priced preferred vendor.

Recommended action: Consider approving the purchase of annual AMR and WET testing supplies from Trace Analytical Laboratories, Inc. for \$5,528,50.

C. Water Renewal - Bioxide Full Service Odor Control Program FY2024-2025

Bioxide (trade name for Calcium Nitrate) is a chemical used to treat hydrogen sulfide gas created in the sewage force main between Martin and Plainwell. Martin has agreed to pay 80% of the chemical and rental fees, both of which are included in this quote. Evoqua Water Technologies is a sole source provider of this chemical, and has held the per gallon price from the last contract.

Recommended action: Consider approving the one-year Bioxide contract with Evoqua Water Technologies for \$63,360.00.

D. Water Renewal - Approval for new Spectrophotometer

Water Renewal is updating the method used to test for total phosphorus. This Spectrophotometer meets EPA standards, will save time in the lab, and can also be used to analyze ammonia nitrogen, which is currently done with a separate instrument. USA Bluebook is a large supply house offering competitive pricing on lab equipment. They are running a special for the month of August, offering a 20% discount on testing equipment.

Recommended action: Consider approving the purchase of a Spectrophotometer, reactor and accessories from USA Bluebook for \$9,227.57.

E. Access Control System for City Hall, Department of Public Works and Water Renewal

Lockmaster Security has handled building access and security for all city buildings for many years. The current security system can no longer be maintained or supported. Lockmaster Security has recommended an upgrade to a cloud-based system. The system is quoted at \$3,683.00, with labor to upgrade all three buildings being \$1,500.00. Annual technical support for the system is \$1,260.00. The total cost to upgrade the system is \$6,443.00, with \$1,260.00 in annual support fees.

Recommended action: Consider approving the professional services quote from Lockmaster Security to upgrade the Access Control System for City Hall, Department of Public Works and Water Renewal at a project cost of \$6,443.00 and to amend the FY2025 Buildings and Grounds budget appropriately.

F. METRO Act Right of Way Permit Application from Surf Air Wireless LLC

Surf Air Wireless LLC has submitted a 15-year bilateral METRO Act right of way permit application. They plan to install a fiber internet network in Plainwell. The METRO Act creates a uniform permitting process for telecommunications companies to gain access to rights of way across the state. There are two types of METRO Act permits, a unilateral and a bilateral permit. There are two major difference between the two types. A unilateral permit is good for 5 years as compared to 15. The terms of a unilateral permit cannot be negotiated, whereas the terms of the bilateral can. In this instance the terms of the bilateral permit are standard, with no changes. Surf Air Wireless LLC is asking for a bilateral permit for a 15-year length of time due to the investment that they are making. METRO Act permits must be approved or denied within 45 days from receipt. We received this permit over 45 days ago, however, the insurance certificates that were provided did not meet the standards of the permit and we had to wait until they were able to provide us with the correct certificates. Without an overwhelmingly compelling reason to deny the permit, by law, it must be allowed. Therefore, approval of this permit is recommended.

Recommended action: Consider approving the Bilateral METRO Act Right of Way Permit Application from Surf Air Wireless, LLC.

Reminder of Upcoming Meetings

- August 13, 2024 – Plainwell DDA/BRA/TIFA – 7:30am
- August 15, 2024 – Plainwell Parks & Trees – 5:00pm
- August 21, 2024 – Plainwell Planning – 6:30pm
- August 26, 2024 – Plainwell City Council – 7:00pm

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