

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, April 10, 2023 - 7:00PM

Plainwell City Hall Council Chambers

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes – 03/27/2023 Regular Meeting
6. General Public Comments
7. County Commissioner Report
8. Agenda Approval
9. Mayor's Report
10. Recommendations and Reports:
 - A. Sterling Avenue Easement – Consumers Energy
Council will consider an easement for Consumers Energy for Sterling Avenue electrical facility upgrades.
 - B. Bridge Contract – Michigan Department of Transportation
Council will consider approving Construction Contract 23-5054 with Michigan Department of Transportation for repairs to the West Bridge and North Main bridges and adopting Resolution 2023-14 authorizing Brian Kelley and Bob Nieuwenhuis to sign the contract on behalf of the city.
 - C. Plainwell Dam No. 2 Project – Change Order
Council will consider approving a change order for PFAS sediment sampling for the Plainwell Dam No 2 Project in the amount of \$69,850.00.
 - D. Special Event Permit 23-07 – Memorial Day Parade
Council will consider approving a special event permit for the May 29, 2023 Memorial Day Parade.
11. Communications: The March 2023 Investment and Fund Balance Reports, the draft minutes from the March 16, 2023 Parks & Trees Meeting and the March 2023 Public Safety Report.
12. Accounts Payable - \$284,980.19
13. Public Comments
14. Staff Comments
15. Closed Session – to review and consider the applicants who have requested confidentiality as permitted under Michigan Open Meetings Act MCL 15.268 Section 8 (f) for the position of Plainwell City Manager.
16. Council Comments
17. Adjournment

Agenda Subject to Change

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

The Island City
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MINUTES
Plainwell City Council
March 27, 2023

1. Mayor Keeler called the regular meeting to order at 7:01 PM in City Hall Council Chambers.
2. Jarrod Bowen of Lighthouse Baptist Church gave the invocation.
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 03/13/2023 regular meeting. On a voice vote, all voted in favor. Motion passed.
6. Public Comment: None.
7. County Commissioner Report:
County Commissioner Gale Dugan gave a thorough report on several county meetings, highlighting several factors, including the Solid Waste Planning Commission having entered the permitting phase, the assessment pictometry happening this spring, an upgraded generator at the 911 Center, and the county's new emergency manager.
8. **A motion by Steele, seconded by Overhuel, to approve the Agenda for the March 27, 2023 meeting as presented. On a voice vote, all voted in favor. Motion passed.**
9. Mayor's Report:
MaNone.
10. Recommendations and Reports:
 - A. Community Development Manager Siegel introduced Larry Gonzales who gave a report on a 3-day Island City Festival, to include a carnival. The festival is planned June 8 through 10, 2023. His plan was to use the parking area off M-89 as a fundraiser for local non-profit organization. Councilmember Overhuel inquired whether the city could charge for parking. There was discussion about no plans for a beer tent during this year's festival.
A motion by Steele, seconded by Overhuel, to approve Special Event Permit 23-06 for Island City Festival as presented. On a voice vote, all in favor. Motion passed.
 - B. Community Development Manager Siegel reported that Habitat for Humanity wishes to return the property at 401 S. Sherwood, which no longer can be developed as previously planned. The only cost to the city is the payment of the state-mandated revenue stamps for any property transfer.
A motion by Keeney, seconded by Wisnaski, to approve the transfer of property at 401 S Sherwood from Habitat for Humanity and to approve the payment of \$77.40 related to the transfer. On a roll call vote, all voted in favor. Motion passed.

- C. Superintendent Nieuwenhuis introduced Jeff Wingard, Project Manager from Fleis & Vandenbrink who reported to Council that the sewer infrastructure on Michigan Avenue was identified in the SAW Grant as one of the worst rated facilities in the system. Prior to the proposed street paving on Michigan, the sewer infrastructure should be replaced. Fleis & Vandenbrink has proposed preliminary and final engineering for the project of \$7,400.00 which would allow for minor fieldwork to get a State permit going for future construction with city staff overlaying the final asphalt.
A motion by Wisnaski, seconded by Keeney, to approve the project with Fleis & Vandenbrink for preliminary and final design engineering for the Michigan Avenue Sanitary Sewer Replacement in the amount of \$7,400.00. On a roll call vote, all voted in favor. Motion passed.
- D. Jeff Wingard, Project Manager from Fleis & Vandenbrink presented its proposal to Council for the Old Orchard Project that needs final design engineering to get State permits and for the Request for Proposals which would need to be issued in the Fall of 2023 for construction to happen in 2024. It was noted that project costs continue to change and specific funding for the project has not been finalized.
A motion by Overhuel, seconded by Steele, to approve the project with Fleis & Vandenbrink for final design engineering for the Old Orchard Project in the amount of \$172,000.00. On a roll call vote, all voted in favor. Motion passed.
- E. Jeff Wingard, Project Manager from Fleis & Vandenbrink reminded Council of the bridge work scheduled to be done by the State on the West Bridge and North Main bridge. He noted that traffic would be maintained only one side of the bridges while they work, and that final construction bids would be received by the State in early April. Fleis & Vandenbrink proposes construction engineering services during the project.
A motion by Overhuel, seconded by Keeney, to approve the project with Fleis & Vandenbrink for construction engineering for the North Main and West Bridge Bridge Projects in the amount of \$78,500.00. On a roll call vote, all voted in favor. Motion passed.
- F. Finance Director Kelley reported that the City Assessor's contract expires on April 30, 2023. Former City Manager Wilson had discussed continuing with R&R Assessing (Mike Richmond), which was agreeable to everyone, but no final contact had been negotiated. During the process, there were questions about whether the Assessor should be an employee or a contractor and those details have yet to be worked out. As a result, the recommendation is for a one-year contract with the assessor with a 5% rate increase while the issue of employee versus contractor is worked out.
A motion by Steele, seconded by Overhuel, to approve a one-year professional services contract with R&R Assessing, Inc. for assessing services at a cost not to exceed \$19,500.00. On a roll call vote, all voted in favor. Motion passed.
- G. Public Safety Director Callahan reported that a recent electrical surge disabled the tracking inside the security system at the Public Safety Building. The building is secure, but the access is compromised and not tracked. Director Callahan had solicited quotes for replacement and recommends the low bid from Lockmaster Security, who installed the system originally. Insurance may help cover the cost.
A motion by Keeney, seconded by Wisnaski, to accept the low bid of \$6,450.00 from Lockmaster Security to replace the Access Control System at the Public Safety Building. On a roll call vote, all voted in favor. Motion passed.
- H. Superintendent Nieuwenhuis and Finance Director Kelley reported having worked together to negotiate a contract with former City Manager Erik Wilson to continue on as a consultant for the bigger projects. The proposed contract for consideration is up to four (4) months, is specific to the Mill Development and

The City of Plainwell is an equal opportunity employer and provider

Plainwell Dam No. 2 Projects and lays out a transition plan for the projects. There was discussion about any documents that are generated for the duration of the project be turned over to the city at the conclusion of the project. Community Development Manager Siegel reported having already had communication and that the projects are moving ahead.

A motion by Overhuel, seconded by Wisnaski, to approve a professional services contract with Erik Wilson for the Mill Development and Plainwell Dam No. 2 projects in the amount not to exceed \$7,040.00. On a roll call vote, all voted in favor. Motion passed.

11. Communications:

- A. **A motion by Steele, seconded by Overhuel, to accept and place on file the February 2023 Public Safety and Water Renewal Reports, the draft minutes from the March 14, 2023 DDA/BRA/TIFA Board Meeting and the draft minutes from the March 15, 2023 Planning Commission 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 \$94,909.69 for payment of same. On a roll call vote, all voted in favor. Motion passed.

13. Public Comments:

Resident Judy Shumaker had several questions about whether the property owners would have input, or if there would be public meetings, about the Old Orchard Project. Superintendent Nieuwenhuis and Project Manager Wingard both reported that no final plans have been developed yet and that the city would reach out to the property owners keeping them informed as the project continues.

14. Staff Comments:

Personnel Coordinator Amanda Kersten reported that Penny Soper had started today as Utility Billing Specialist.

Community Development Manager Siegel reported working with appraisers who are evaluating the Mill land and the Meert Farm land for future sales. She also reported that the lead paint abatement project would start as soon as all the parties agreed to the work plan, and she gave a report on the public meeting for the Dam Removal project from last week.

Director Callahan reported conducting school trainings and working on accreditation. He also shared a letter of commendation for Public Safety Officer David Rantz who was praised by a resident for a recent interaction.

Finance Director/Clerk Kelley noted Penny Soper's start as Utility Billing Specialist. He thanked Roxanne Branch, Amanda Kersten and Denise Siegel for working together to get through a staffing shortage and holding each other up.

Superintendent Nieuwenhuis reported learning a new normal as an Interim City Manager and that things are off to a good start..

15. Council Comments:

Each Councilmember thanked the staff for their hard work.

16. Adjournment:

A motion by Steele, seconded by Overhuel, to adjourn the meeting at 8:13 PM. On a voice vote, all voted in favor. Motion passed.

Minutes respectfully
Submitted by,
Brian Kelley
City Clerk

MINUTES APPROVED BY CITY COUNCIL
April 10, 2023

Brian Kelley, City Clerk

DRAFT



"The Island City"

MEMORANDUM

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

To: City Council
From: Robert Nieuwenhuis
Subject: Land Easement
Date: 3/29/2023

I am looking for approval to sign the easement for electric facilities for Consumers Energy.

Consumers needs this easement on Sterling to upgrade the electrical system for a new business in the industrial park. They are working with the property owners that share borders with our property on right of way agreements.

I recommend we sign the easement for Consumers to upgrade the power line.

Robert Nieuwenhuis



350 KENWOOD ST

300 STERLING AVE

HICKORY ST

550 THOMAS ST

328 KENWOOD ST

399

318 KENWOOD ST

331 KENWOOD ST

Kenwood St

329 KENWOOD ST

308 KENWOOD ST

127 STERLING AVE

125 STERLING AVE

E 328 N SHERWOOD AVE

123 STERLING AVE

306 KENWOOD ST

315



“The Island City”

MEMORANDUM

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

TO: City Council
FROM: Brian Kelley, Finance Director/Treasurer
DATE: April 10, 2023
SUBJECT: Bridge Contract – Michigan Department of Transportation

ACTION RECOMMENDED: To approve construction contact 23-5054 with Michigan Department of Transportation for repairs to the West Bridge Street and North Main Street bridges and to adopt Resolution 2023-14 authorizing Brian Kelley and Bob Nieuwenhuis to sign the contract on behalf of the city.

In October 2019, the city was awarded a grant for repairs to the West Bridge and North Main bridges. Over the years, the project has been engineered and construction engineering was approved at the March 27, 2023 Council Meeting. On April 7, 2023, the Michigan Department of Transportation opened bids for this project and is prepared for summer construction. The State has offered Contract 23-5054 for the repairs to the West Bridge Street and North Main Street bridges, and the contract is included in the Council packet. Further, the State requires certification of the names of the individuals authorized to sign the contract on behalf of the city, therefore Resolution 2023-14 has been included in the packet naming Brian Kelley and Bob Nieuwenhuis as signors.

RESOLUTION 2023-14

Commissioner _____ offered the following resolution and moved for its adoption:

Be it resolved that

CONTRACT No. 23-5054, Control Section BO 03000: BHT 03000, Job Number 209845CON;
209846CON

by and between the

MICHIGAN DEPARTMENT OF TRANSPORTATION

and the

CITY OF PLAINWELL

is hereby accepted.

The following Official(s) is/are authorized to sign the said contract:

Brian Kelley, Finance Director and Robert Nieuwenhuis, DPW Superintendent

Supported by Commissioner _____

ADOPTED: AYES: _____
NAYES: _____
ABSENT: _____

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at
10th DAY of April, 2023.

Signed _____
CITY CLERK

LOCAL BRIDGE
FEDERAL

CAB

Control Section	BO 03000; BHT 03000
Job Number	209845CON; 209846CON
Project	23A0302; 23A0303
Structure	#323; #325
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	23-5054

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF PLAINWELL, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Plainwell, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated February 27, 2023, attached hereto and made a part hereof:

PART A – BO 03000; 209845CON; 23A0302; FEDERAL & STATE PARTICIPATION

Retaining wall and headwall repairs, concrete sidewalk and chain link fence replacement of the structure #323, which carries West Bridge Street over the Kalamazoo River Mill Race, Section 30, T01N, R11W, City of Plainwell, Allegan County, Michigan; including subbase and aggregate base, hot mix asphalt, silane treatment and concrete curb and gutter; and all together with necessary related work.

PART B – BHT 03000; 209846CON; 23A0303; FEDERAL & STATE PARTICIPATION

Concrete end block patching, deck compression joint resealing and epoxy overlay on the structure #325, which carries North Main Street over the Kalamazoo River, Sections 29 and 30, T01N, R11W, City of Plainwell, Allegan County, Michigan; including healer/sealer on sidewalk and silane treatment on railing end blocks, deck fascia, abutment face and return walls, concrete sidewalk and permanent pavement markings; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal and State law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal funds under the following Federal program:

SECTION 144 OF TITLE 23 USC
(HIGHWAY BRIDGE REPLACEMENT AND REHABILITATION PROGRAM)

WHEREAS, the PROJECT has been approved for financing in part with funds appropriated to the Local Bridge Fund pursuant to Section 10(5) of Act 51, Public Acts of 1951, as amended, for the state Local Bridge Program; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.
2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the project including advertising and

awarding the construction contract for the PROJECT. Such administration shall be in accordance with PART II Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

5. The PROJECT COST shall be met in accordance with the following:

PART A

The PART A portion of the PROJECT COST shall be met in part by Federal Funds and by state Local Bridge Funds. Upon final settlement of costs, Federal Funds will be applied to the eligible items of the PART A portion of the PROJECT COST. The state Local Bridge Funds will be applied to the balance of the PROJECT COST for PART A, after deduction of Federal Funds, such that the combined Federal Funds and state Local Bridge Funds shall equal 95 percent of those PROJECT COSTS for PART A eligible for participation by such funds. The remaining 5 percent of the eligible items of the PART A portion of the PROJECT COST, as well as any ineligible items of PROJECT COST, shall be paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST shall be met in part by Federal Funds and by state Local Bridge Funds. Upon final settlement of costs, Federal Funds will be applied to the eligible items of the PART B portion of the PROJECT COST. The state Local Bridge Funds will be applied to the balance of the PROJECT COST for PART B, after deduction of Federal Funds, such that the combined Federal Funds and state Local Bridge Funds shall equal 95 percent of those PROJECT COSTS for PART B eligible for participation by such funds. The remaining 5 percent of the eligible items of the PART B portion of the PROJECT COST, as well as any ineligible items of PROJECT COST, shall be paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds or paid by state Local Bridge Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds and State Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the approaches being constructed as a part of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that

fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code and/or State Funds.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, and any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway or bridge structure(s) and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway or bridge structure(s), described as the PROJECT, for purposes of MCL 691.1402 et seq., as amended. Exclusive

jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving construction claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be reasonable and necessary and shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT, and its officials, agents and employees, the

REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto; upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF PLAINWELL

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



February 27, 2023

EXHIBIT I

CONTROL SECTION BO 03000; BHT 03000
 JOB NUMBER 209845CON; 209846CON
 PROJECT 23A0302; 23A0303
 STRUCTURE #323; #325

	<u>TOTAL ESTIMATED COST</u>	<u>FEDERAL FUNDS (EST 80%)</u>	<u>STATE LOCAL BRIDGE FUNDS (EST 15%)</u>	<u>TOTAL FEDERAL & STATE AID</u>	<u>BALANCE REQ. PARTY'S SHARE</u>
PART A - STRUCTURE AND APPROACH WORK (FEDERAL & STATE PARTICIPATION)					
Construction (Contracted)	\$328,100	\$262,480	\$ 49,215	\$311,695	\$16,405
PART B - STRUCTURE AND APPROACH WORK (FEDERAL & STATE PARTICIPATION)					
Construction (Contracted)	\$369,900	\$295,920	\$ 55,485	\$351,405	\$18,495
GRAND TOTAL	\$698,000	\$558,400	\$104,700	\$663,100	\$34,900

NO DEPOSIT REQUIRED

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



"The Island City"

MEMORANDUM

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

TO: City Council
FROM: Denise Siegel, Community Development Manager
DATE: April 5, 2023
SUBJECT: Change Order for Mill Race Dam/Stream Restoration Project

ACTION RECOMMENDED:

To approve the Change Order Request for PFAS Sediment Sampling for the Mill Race Dam Removal / Stream Restoration Project

Total Cost: \$69,850.00

Budget Impact: Grant Funds

Background Information:

GHD's change order request to complete per-and poly-fluoroalkyl substance (PFAS) sediment sampling in the Mill Race associated with the dam removal/stream restoration project. *This scope of work was not originally required.* Accordingly, GHD did not include PFAS sediment samples in our approved proposal, nor in the fieldwork conducted under the previously provided Sediment and Water Quality Work Plan (as revised).

The letter dated February 14, 2023, was requesting a change order in the amount of \$63,850.00 for 1 sample to be taken in 6 different locations, as of late, and an additional \$5,900 has been added to the request because EGLE has now requested two samples be collected from each location for a total of 12 investigative samples. The \$5,900 is related to the cost for the six extra sample analysis (lab cost), labor costs for the collection of the samples, and reporting the extra samples. Total Change Order Request is \$69,850.00

Our ref: 12579283-PRO-1

February 14, 2023

Mr. Erik Wilson
City Manager
City of Plainwell
211 West Main Street
Plainwell, Michigan 49080

**Change Order Request for PFAS Sediment Sampling
Mill Race Dam Removal / Stream Restoration Project**

Dear Mr. Wilson:

As requested, this letter presents GHD's change order request to complete per-and polyfluoroalkyl substance (PFAS) sediment sampling in the Mill Race associated with the dam removal/stream restoration project. This scope of work was not originally required. Accordingly, GHD did not include PFAS sediment samples in our approved proposal, nor in the field work conducted under the previously provided Sediment and Water Quality Work Plan (as revised).

1. Background

Sediment sampling planned for the project was intended to not only provide necessary data for the hydrology and hydraulic modeling efforts, but also needed to satisfy State permit requirements for the dam structure removals / modifications. During the monthly progress meeting on October 17, 2022, Mr. Dan Peabody, Project Manager / Senior Environmental Quality Analyst with the Michigan Department of Environment, Great Lakes and Energy (EGLE) suggested that the EGLE permitting staff be invited to weigh in on the planned scope to ensure all requirements were addressed in advance of commencing the field work. A meeting was scheduled with the wider group for October 19, 2022.

During the October 19, 2022, meeting, EGLE permitting staff, Mr. Lee Schoen (Water Resource Division, Surface Water Assessment Section, Aquatic Biologist), stated that PFAS data would be required to obtain the necessary project permits. The data was of interest to the State of Michigan (State) regarding potential bioaccumulation, and they did not want PFAS impacted sediments to mobilize downstream.

GHD stated that the proposal/current project budget did not include the collection of sediment samples for PFAS, and furthermore, the current work scheduled for the following week did not include special considerations required for PFAS sampling. Currently, there are no (Federal or State) established comparison criteria for PFAS analytes in sediment. Mr. Ryan Darnton, National Oceanic and Atmospheric Administration (NOAA), and yourself acknowledged that PFAS sampling was not included in the GHD proposal and work towards understanding PFAS sediment sampling requirements was initiated within the core project team.

The planned (not including PFAS) scope of sediment sampling was completed, in late October 2022. The results were summarized into Technical Memorandum 2, December 2022 and revised and resubmitted on January 13, 2023.

EGLE project team members that participated in the November and December progress meetings were unable to provide specific requirements for PFAS sampling. Therefore, on January 12, 2023, GHD submitted a Request for Information (RFI) requesting the following clarifications to prepare a change order to conduct sediment sampling for PFAS.

- The number of samples to be collected at each structure
- Analytical method of preference (including which of the PFAS analytes to analyze)
- Applicable comparison criteria

Ms. Dawn Roush (Water Resources Division, Surface Water Assessment Section), responded to the RFI on behalf of EGLE, in an email dated January 26, 2023. EGLE's response was as follows:

- How many PFAS samples need to be collected:
 - We would like to see two samples in each area expected to be impacted by removing the dam structures and habitat restoration – for a total of six samples. The locations of these samples should be where there is the highest potential for sediments to be mobilized. If GHD wants to discuss this further before sample collection, I will put Walt in contact with Sam Noffke for assistance.
 - Regarding whether these samples should be surface grabs or composites, that depends on the depth of sediment that may be mobilized. If it is believed only the top 6 inches or less will be mobilized, surface grabs are acceptable. If sediments at a greater depth have the potential to be disturbed, please collect a composite to that expected depth.
- What PFAS method should be used:
 - There are a few methods. Three methods that are acceptable include: 537 modified, modified 1633, or the ASTM D7968-17M. They all are solvent extractions. The differences lie in how the extracts are treated prior to analysis (filtration, clean-up, etc.).
- What criteria be used for comparison with the results:
 - Currently, there are no criteria for PFAS in sediment. We do know, however, that PFAS is present in the Kalamazoo and that it is bioavailable to fish, as we see it in fish tissue. Due to the human health concerns of PFAS, the request for these data is to see what concentrations of PFAS may be mobilized so that appropriate measures of precaution can be taken, if necessary, to limit the mobilization of PFAS downstream.

Based on EGLE's responses, GHD will clarify and qualify the cost estimate to clearly outline the change order scope of work offered herein.

2. Scope of Work

The following section outlines GHD's proposed scope of work associated with the PFAS sampling change order:

Coordination/Set-up:

- GHD will manage the work and retain the subcontractors to complete the work.
- GHD will contact MISS DIG 7 days in advance to identify underground utility locations in the proposed sediment core locations.

Meetings:

- GHD assumes there will be two meetings with the stakeholders associated with this work - one after the Work Plan is submitted and one after the summary memorandum submittal.

Work Plan:

- GHD will develop a letter Work Plan outlining the procedures to be followed to complete the PFAS sediment sampling program. The Work Plan will include figures showing the proposed sample locations, detail the rationale for selecting the locations, and the proposed sample depths. Sediment sampling locations and sample depths will be developed utilizing the information from the Hydrologic and Hydraulic modeling efforts. The Work Plan will be provided to the stakeholders in a draft format for review and comment prior to finalizing the plan and implementing the work. GHD assumes minimal effort to incorporate any required changes after the review meeting with EGLE and the rest of the project team.

QAPP:

- GHD will revise the existing Quality Assurance Project Plan (QAPP) to include the PFAS sample analyses using EPA method 537 modified. This method includes reporting 18 PFAS analytes.

Field Sampling:

- This task includes the field work associated with the collection of the sediment samples. The plan is to collect two sediment samples at each of the structures, along with the appropriate quality control samples (1 duplicate, 1 matrix spike and matrix spike duplicate, 2 rinsate and 2 field blanks). GHD is planning to use the same subcontractors to complete the work.
 - Laboratory Service - Eurofins Environment Testing America
 - Sediment Sample Core Collection - Great Lakes Environmental Center (GLEC)
 - Surveying – Spicer Group, Inc.

Data Evaluation and Reporting:

- GHD will prepare a Technical Memorandum detailing the sampling completed and the results. The memorandum will include figures and tables summarizing the results.

Investigative Derived Waste (IDW):

- Solid IDW from the sampling activities will be containerized and temporarily stored on Site prior to shipment to an authorized disposal facility. Costs for this task include analyses and transportation and disposal.
- Disposable sampling supplies will be removed from the work Site by sampling personnel and placed in a normal refuse container for disposal at a solid waste landfill.

3. Schedule

The schedule is dependent upon obtaining grant funding for the sampling. Based on subcontractor availability, the earliest the work is anticipated to commence would be mid to late April 2023. It is anticipated that the field work for sample collection would take approximately 2 days to complete. In the event of severe impending weather, the sampling would be postponed to a safer time.

4. Cost

The estimated costs to complete the scope of work outlined above is provided in the attached Table 1.

This change order request does not include delineation samples for any previously identified exceedances of other parameters; however, cost savings could be realized if this scope of work was completed concurrently with the PFAS sampling.

Please let me know if you have any questions.

Regards,



Walter Pochron
Senior Technical Director

+1 708 805-0029
walter.pochron@ghd.com

WP/mg/PRO-1

Encl.

Table 1

**Estimated Cost
PFAS Sediment Sampling**

Task Description	GHD Fees	GHD Disbursements	Subcontractor	Subcontractor Fees	Task Total
Coordination and Project Set-up	\$2,400	\$50	-	-	\$2,450
Meetings	\$2,200	\$50	-	-	\$2,250
Work Plan	\$6,100	\$75	-	-	\$6,175
QAPP Update	\$2,700	\$75	-	-	\$2,775
Field Sampling	\$8,100	\$1,800			\$35,300
			Lab	\$4,150	
			GLEC	\$16,300	
			Spicer	\$4,950	
Data Evaluation and Reporting	\$8,400	\$300	-	-	\$8,700
IDW Characterization and Disposal	\$1,800	\$100			\$6,300
			Lab	\$500	
			Disposal	\$3,900	
Sub Totals	\$31,700	\$2,450		\$29,800	\$63,950

Notes:

Assumptions:

Costs assume two days of field work to collect sediment samples

Costs assume the collection of sediment samples from six locations (two samples from each structure)

Costs assume two meetings

Costs assume analyses of 12 samples (6 investigative, 1 duplicate, 1 MS/MSD, 2 rinsate and 2 field blank)

Costs assume analytical method 537 modified

Costs assume one revision of the Work Plan and Summary Memorandum



Q1403

Amendment/Change Form

This Amendment/Change is effective this 10 day of April 2023, (the “Effective Date”) between GHD Services Inc. (hereinafter “GHD”) and City of PlainwellMichigan (hereinafter “Client”). In consideration of the mutual promises set forth herein, GHD and Client agree to modify the project details for the Original Agreement between GHD and Client referenced herein.

Project details

Project name:	Plainwell Dam # 2 and Raceway Structure Removal and Restoration	Project number:	12579283
----------------------	-----------------------------------------------------------------	------------------------	----------

Effective Date of Original Agreement:	September 9, 2022	Project Manager:	Walter Pochron
----------------------------------------------	-------------------	-------------------------	----------------

Description of proposed change:

This Amendment/Change Form presents GHD’s change order request to complete per-and polyfluoroalkyl substance (PFAS) sediment sampling in the Mill Race associated with the dam removal/stream restoration project. This scope of work was not originally required. Accordingly, GHD did not include PFAS sediment samples in our approved proposal, nor in the field work conducted under the previously provided Sediment and Water Quality Work Plan (as revised).

Background

EGLE during an October 19, 2022 meeting), stated that PFAS data would be required to obtain the necessary project permits. The data was of interest to the State of Michigan (State) regarding potential bioaccumulation, and they did not want PFAS impacted sediments to mobilize downstream. GHD’s approved proposal/current project budget, did not include the collection of sediment samples for PFAS. *A change order was prepared to cover the costs associated with the change in scope. GHD prepared a change order proposal (dated February 14, 2023) to detail the required effort to complete the sediment sampling for PFAS. The scope contained within the proposed change order was reviewed by NOAA, EGLE, and the MDNR and deemed appropriate with the exception of EGLE’s request for additional vertical samples in the locations where only a portion of the sediment would be removed as part of the project work. Therefore, up to six additional sediment samples may be added to the original proposal for a new total cost of \$ 68,850 (\$63,950 + \$5,900).*

Current budgeted effort	\$478,000	Current completion date:	TBD
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This change (variation)	\$69,850
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Revised budgeted effort total \$547,850

Revised completion date: TBD

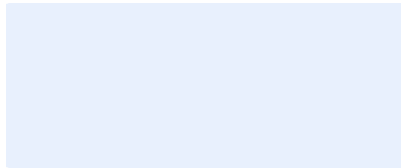
In witness whereof, GHD and Client have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

GHD
GHD Services Inc.



Brian Webster
Principa/ Project Director
April 10, 2023

Client



City Of Plainwell. Michigan



"The Island City"

City of Plainwell Special Event Permit Application

For public events held in a City of Plainwell park or property

Plainwell City Hall
211 N. Main Street
Plainwell, MI 49080
Phone: 269-685-6821
Fax: 269-685-7282
www.plainwell.org

Permit # 23-07

If you would like to host a special event, please complete the application form below. Applications must be submitted at least 21 days before the event. Your event will not be approved until the following items are received and approved by the City:

1. A completed and signed Special Event Permit application form
2. Completed hold harmless agreement
3. \$50 Special Event Permit Application fee paid
4. Liability insurance coverage with City of Plainwell listed as additionally assured, if required for your event

Date of application: _____

Applicant Information:

Contact Name: Cheryl C Parente-Roggow
 Address: 316 Hyder Circle Drive City: Plainwell Zip: 49080
 Phone: 269-303-4497 Email: CherylPR@plainwellcounselingcenter.com

Sponsoring Organization/Business: Plainwell VFW Post 9377
 Address: 316 Hyder Circle Dr City: Plainwell Zip: 49080
 Phone: 269-217-7389

Nonprofit Profit

Event Information:

Date of Event 29 MAY 23 Event Start Time: 11:00 AM Event End Time: 1:00 PM
 Type of Event: Parade & Ceremony Name of Event: Memorial Day Parade
 Number of People Expected to Attend: 1,000

Location of event:

- Thurl Cook Park Sherwood Park
 Kenyon Park Hicks Park
 Fannie Pell Park Other: From downtown to Hillside Cemetery
 Band Shell

Please describe what areas of the park will be used: _____

Event Details:

Please describe in detail the activities planned:

A parade will proceed from downtown to the Hillside Cemetery. A stop will be made at the bridge over the Kalamazoo River to remember service members lost at sea. Following arrival at the cemetery there will be a Memorial Day ceremony.

Is this a fund-raising event? If yes, what is it for? No fund raising other than Buddy Poppy sales along route

Will participants or spectators be charged an admission fee? YES NO

Will there be alcohol for sale? YES NO

Will there be food for sale? YES NO

Will there be merchandise for sale? YES NO

Will there be a vendor participation fee? YES NO

Do you have insurance? YES NO

Will any items be distributed? YES NO *US FLAGS - BUDDY POPPIES*

Will the event be advertised? If so, how? YES NO

In the local Shoppers Guide and on social media and city website

Does the event require on-site security? YES NO

Does the event require on-site medical service? YES NO

Does the event require street closure? If so, indicate route YES NO
M-89 from the light at Main Street to the corner of 8th street

Do you plan to have sound amplification? YES NO

Is electrical power required (for sound amplification, lighting, etc)? YES NO

If yes, please show items on a site plan and describe how power is to be provided

- Portable generator
- PGE temporary power service
- Other, please describe _____

Are you using local businesses? YES NO

Special Services:

I am requesting permission to provide the following special services* at my event:

- Canopy/Tent
- Inflatables (please describe): _____
- Tables and chairs
- Caterer
- Alcohol
- Other (please specify): _____

*Groups providing special services must complete this form and provide a Certificate of Insurance two months prior to event date. Tents/canopies or inflatables must list the City of Plainwell as additionally insured and a copy of the insurance must be attached with this request.

*Tents/Structures: If you are installing or constructing any structures (tents, stages, etc.) please include a site plan showing these structures. Please describe type, size, and number of structures.

City of Plainwell Hold Harmless Agreement

This special event applicant or designee of the sponsoring organization(s) (hereafter called "permittee") agrees to reimburse the City of Plainwell (hereafter called "City") for all loss incurred by it in repairing or replacing damage to City property proximately caused by the permittee, its officers, employee, agents, monitors, or any other persons attending or forming the special event who were, or should have been, under the permittee's control. Persons who merely attend or join in a special event are not considered by that reason alone to be "under the control" of the permittee.

The permittee further agrees to defend without costs, indemnify, and hold harmless the City, its officers, agents, and employees from any liability to any persons, damages, losses, or injuries arising out of or alleged to arise out of the permitted event, which was proximately caused by the actions of the permittee, its officers, employees, agents, including monitors, or any other persons attending or joining in the event who were, or reasonably should have been under the control of the permittee. Persons who merely attend or join in an event are not considered by that reason alone to be "under the control" of the permittee.

I understand and agree to comply with all the terms of the above Hold Harmless Agreement if my application has been approved and all special conditions and required advance payment have been met.

Signature of Permittee(s): _____ Date: _____
Signature of Officer of Sponsoring Organizations: [Signature] Date: 27 Mar 23
Title: Commander

I declare under penalty of perjury that the information provided in this application is correct.

We agree to remove all props and items brought into the public areas and clean up all litter and debris that result from our event the same day as the event. I understand that a permit is required before this event can be held.

Signature of Applicant: [Signature] Date: 27 Mar 23

Please Send Completed Applications To:

City of Plainwell
211 N. Main Street
Plainwell, MI 49080
269-685-6821
Or email to: contactus@plainwell.org

Administrative Use Only:

Received by: 3/27/23 Date: _____ Amount paid: Waived cash/CC/check # _____

- | | | |
|-------------------------------------------------------|--------------------------------------------|-----------------------------------------------------|
| <input type="checkbox"/> Application approved | <input type="checkbox"/> Permit # assigned | <input type="checkbox"/> Event on calendar |
| <input type="checkbox"/> Application scanned & logged | <input type="checkbox"/> Email DPW/DPS | <input type="checkbox"/> Notice posted before event |



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

Investment Activity Report



“The Island City”

City of Plainwell

Investment Portfolio Detail - Unaudited

at: 03/31/2023

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: 2023.04.06
14:42:46 -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	\$354,920	\$1,459.77	Michigan Class	Jeff Anderson - 616.244.9376	03/28/2016		4.85%	
2	730-Day CD	N/A	\$252,750	\$526.28	Grand River Bank	Christy Vierzen - 616.259.1322	06/10/2022	06/09/2024	2.75%	436
3	365-Day CD	N/A	\$85,526	\$0.00	First National Bank	Doug Johnson - 616.538.6040	11/16/2022	11/16/2023	3.89%	230
4	435-Day CD	N/A	\$63,438	\$0.00	First National Bank	Doug Johnson - 616.538.6040	01/25/2022	04/05/2023	0.65%	5
5	365-Day CD	N/A	\$202,134	\$1,587.34	First National Bank	Doug Johnson - 616.538.6040	09/27/2022	09/27/2023	3.21%	180
6	365-Day CD	N/A	\$250,000	\$0.00	Flagstar Bank	Lisa Powell - 616.285.2263	09/29/2022	09/29/2023	3.50%	182
7	365-Day CD	N/A	\$246,666	\$1,684.25	Northstar Bank	Julie Smith - 810.329.7104	10/03/2022	10/03/2023	2.75%	186
8	90-Day CD	N/A	\$21,181	\$51.94	Northstar Bank	Julie Smith - 810.329.7104	02/15/2023	05/16/2023	2.95%	46
9	6-month CD	N/A	\$50,673	\$157.84	Consumers Credit Union	Christopher Rusche - 616.208.1166	11/22/2022	05/22/2023	4.15%	52
10	6-month CD	N/A	\$50,673	\$157.84	Consumers Credit Union	Christopher Rusche - 616.208.1166	11/22/2022	05/22/2023	4.15%	52
11	9-month CD	N/A	\$164,013	\$528.13	Southern Michigan Bank & Trust	Aimee Kornowicz 269.279.3568	01/03/2023	10/03/2023	4.00%	186
12	9-month CD	N/A	\$40,714	\$122.39	Southern Michigan Bank & Trust	Aimee Kornowicz 269.279.3568	01/03/2023	10/03/2023	4.00%	186
13	9-month CD	N/A	\$5,883	\$18.94	Southern Michigan Bank & Trust	Aimee Kornowicz 269.279.3568	01/03/2023	10/03/2023	4.00%	186
14	365-Day CD	N/A	\$25,179	\$85.26	Horizon Bank	Tammy Kerr 616.214.3754	01/09/2023	01/09/2024	4.43%	284
15										

Total Investments: \$1,813,750.04 \$6,379.98 = Monthly investment interest

Average Yield: 3.52%

Cash Activity for the Month

Cash, beginning of month: \$2,263,891.77

\$1,964.63 = Monthly bank account interest

Cash, end of month: \$1,907,678.68

Cash and Investments, end of month: \$3,721,428.72 \$8,344.61 = Total monthly interest earned

Vacant, 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: **3/31/2023**

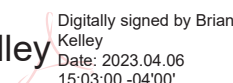
% OF FISCAL YEAR: **75.07%**

*** - Amounts taken from audited financial statements as of June 30, 2022**

** - 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	512,074	518,562	2,055,264	1,945,457	628,369	633,459	3,252,436	59.82%
Major Streets	200,745	243,284	226,955	226,958	243,282	254,856	967,238	23.46%
Local Streets	334,175	321,899	154,837	241,711	235,025	263,012	544,615	44.38%
Solid Waste	37,501	31,091	193,549	161,955	62,685	63,122	226,638	71.46%
Brownfield BRA	92,521	74,253	238,552	116,608	196,197	196,328	189,884	61.41%
Tax Increment TIFA	125,410	123,227	88,251	50,531	160,948	161,167	69,005	73.23%
Downtown DDA	90,322	87,380	78,090	53,708	111,762	113,228	74,395	72.19%
Stimulus Fund ARPA	397,887	967	8,806	-	9,773	406,694	398,591	0.00%
Revolving Loan	11,563	62,083	17,293	-	79,376	28,856	10,000	0.00%
Capital Improvement	49,405	49,405	94,214	67,031	76,588	76,588	110,869	60.46%
Fire Reserve	100,962	100,962	94,343	117,015	78,291	78,291	120,765	96.89%
Airport	40,059	47,892	62,415	58,985	51,322	42,624	80,749	73.05%
Sewer	1,082,130	1,075,055	1,191,186	1,197,790	1,068,451	1,042,658	1,608,797	74.45%
Water	326,364	264,009	665,379	719,302	210,086	238,581	1,366,641	52.63%
Motor Pool / Equipment	47,571	37,311	220,547	221,862	35,996	23,851	297,887	74.48%
OPEB**	76,460	76,460	33,507	25,311	84,656	98,116	48,725	51.95%
	3,525,149	3,113,840	5,423,189	5,204,223	3,332,806	3,721,429	9,367,235	55.56%

Vacant, City Manager	Brian Kelley, City 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;">  <p>Digitally signed by Brian Kelley Date: 2023.04.06 15:03:00 -04'00'</p> </div>

**MINUTES
CITY OF PLAINWELL
PARKS & TREES COMMISSION
March 16, 2023**

1. Matthew Bradley called the meeting to order at 5:00 PM.
2. Roll Call: Present: Matthew Bradley, Bunny LaDuke, Cory Redder and Public Works Superintendent Bob Nieuwenhuis and Council Member Todd Overhuel. Absent: Marsha Keeler and Shirley DeYoung.
3. Approval of Minutes:

Bob Nieuwenhuis moved to accept and place on file the minutes of, February 16, 2023. Cory Redder supported the motion. On voice vote, motion carried unanimously.

4. Parks:
Bob reported that there are no major updates. We had storm damage that we cleaned up recently. Bob had a meeting about the Island City Festival and they wanted the festival spread out in the city but after their discussion they agreed to keep most everything downtown. The city just had a new sound system installed downtown. The dog park is getting muddy again so we put some wood chips at the entrance. Tony Gless wants to put lights up at the pickle ball court. So he will be getting some estimates and this will be paid for with a grant.
Sherwood Park Maintenance Report – Shirley DeYoung
Shirley was not able to attend the meeting.

Pell Park Maintenance Report – Marsha Keeler
Marsha was not able to attend the meeting.

Hicks Park Maintenance Report – Matthew Bradley
Matthew reported that he had nothing to report.

Cook Park Maintenance Report – Cory Redder
Cory reported that the dog park is very busy. There are people playing pickle ball on the nice days.

Kenyon Park Maintenance Report – Bob Nieuwenhuis
Bob/Todd reported that there was nothing new.

Darrow Park Maintenance Report – Bunny LaDuke
Bunny reported that there was nothing new in this park.

Riverwalk, Band Shell & CBD Maintenance Report – Cory Redder
Cory reported that it was good. Bob and Cheryl mentioned that the DPW had been there this week fixing some of the boards on the river walk.

5. New Business
 - A. The Kalamazoo Truck Rally was discussed at the meeting. They will be in Fannie Pell Park on Tuesdays from 5:00 – 7:30. The Plainwell dates are June 20th, July 18th & August 15, 2023. They will have a group that will set up, work the event and tear down and clean up. There will also be entertainment and possible yard games.

6. Open Business

- A. Sandy Lamorandier was told that she will be the person we honor this year. She was very moved and said thank you. Bunny will check with her people to see if we can buy trees from them to hand out at the event. Cheryl will reach out to the school to see if we can get the choir and or band. The date will be April 28, 2023.

7. Public Comments

We had Brandon Thornton come to the meeting on behalf of the Plainwell Northwood baseball teams to see if we can work something out for some fields for them to use this summer. We also discussed the plan to build a sports complex in Kenyon Park. Brandon will check with Force Soccer and Rocket Football to see who would be interested in using our fields. This was part of our 5 year plan. More information will follow in the near future. Brandon suggested that we look into the complex that was built in Three Rivers and get some ideas for funding and planning.

8. Staff Comments

9. Chairman's Report

None.

10. Commissioners' Comments

None.

11. Items for the Next Agenda: We need to ask Denise about the truck rally. Are they brining in restrooms, what are they doing with the garbage and what about picnic tables. Also ask Denise about the life span of the upcoming athletic workout area in Sherwood Park.

12. Next Meeting

The next meeting will be Thursday, April 13, 2023 at 5 PM.

13. Adjournment

Bunny LaDuke moved to adjourn the meeting. Bob Nieuwenhuis supported the motion. On voice vote, motion carried unanimously.

There being no further business, the meeting adjourned at 5:56 PM.

Minutes Respectfully Submitted,
Cheryl Pickett



PLAINWELL PUBLIC SAFETY

Police, Fire and Medical First Responder Services

MONTHLY REPORT

March 2023

Prepared by Director Kevin Callahan

Classification of Crimes Reported

File Class	CRIMES AGAINST PERSON	March	Year to Date
900	Murder and Non-Negligent Manslaughter	0	0
1000	Kidnapping	0	0
1100	Sexual Assault	1	3
1200	Robbery	0	0
1300	Aggravated & Non-Aggravated Assault	1	18
PROPERTY CRIMES			
2000	Arson	0	0
2100	Extortion	0	0
2200	Burglary	1	2
2300	Larceny	3	12
2400	Motor Vehicle Theft	0	1
2500	Forgery/Counterfeiting	0	0
2600	Fraudulent Activities	2	5
2700	Embezzlement	0	0
2800	Stolen Property - Buying, receiving	0	0
2900	Damage to Property	0	2
3500	Violation of Controlled Substances Act	1	3
MORALS/DECENCY CRIMES			
3600	Sex Offenses (Other than Sexual Assault)	0	0
3700	Obscenity	0	0
3800	Family Offenses	1	2
4100	Liquor Violations	2	3
PUBLIC ORDER CRIMES			
4800	Obstructing Police - Offenses Which Interfere with Investigations	0	0
4900	Escape/Flight - Fleeing and Eluding a Officer's Custody	0	0
5000	Obstructing Justice	3	16
5200	Weapons Offenses	0	3
5300	Public Peace	5	10
5400	Traffic Investigations - Any Criminal Traffic Complaints	3	8
5500	Health and Safety	2	13
5600	Civil Rights	0	0
5700	Invasion of Privacy	2	2
6200	Conservation Law Violation	0	0
7300	Miscellaneous Criminal Offense	0	0
GENERAL NON-CRIMINAL			
9100	Juvenile/Minor/School Complaints	3	5
9200	Civil Custody	1	2
9300	Traffic Non-Criminal (Reports Only - Does not include Citations Issued)	1	1
9400	False Alarm Activation	4	14
9500	Fires (Other than Arson)	2	2
9700	Accidents, All Other	4	28
9800	Inspections, Unfounded FIRS	0	0
9900	General Assistance (All Except Other Police Agencies)	84	219
9911 & 9912	General Assistance (Other Police Agencies)	65	193
FIRS	Medical First Responder	41	97

Plainwell Department of Public Safety

Complaints/Activities for March 2023

ARRESTS

CUSTODIAL ARRESTS	11	<i>An individual taken into custody for a criminal offense and jailed for that offense.</i>
ARREST COUNTS	13	<i>Criminal complaints or cases cleared by the custodial arrest or issuance of a warrant(s).</i>

TRAFFIC ENFORCEMENT & CITATIONS

HAZARDOUS CITATIONS	8	<i>Uniform Law Citations issued by officers to individuals for moving traffic violations. (Drag racing, Speeding, etc.)</i>
NON-HAZARDOUS CITATIONS	12	<i>Uniform Law Citations issued by officers to individuals for NON-moving traffic violations. (Registration, Equipment, Etc.)</i>
DRUNK DRIVING CITATIONS	2	<i>This is an activity that we specifically monitor that would normally be considered a hazardous citation.</i>
PARKING CITATIONS	4	<i>Citations issued in violation of city ordinance. This would include Overnight Parking, Time Limitation Parking, etc.</i>
VERBAL WARNINGS	16	<i>Traffic enforcement where no citation was issued but warnings were given.</i>
TOTAL TRAFFIC CITATIONS/WARNINGS	42	

COMPLAINTS

ORIGINAL DISPATCH COMPLAINTS	210	<i>Complaints that are call in or the officer is dispatched to by Allegan County Central Dispatch (911) or our business office.</i>
PATROL INITIATED COMPLAINTS	10	<i>Complaints observed by the officer while on patrol or came to their attention by personal observation.</i>
TOTAL COMPLAINTS	220	

OTHER ACTIVITIES

MOTORISTS ASSISTS	6	<i>Motorist contacts caused by mechanical breakdown or similar problem.</i>
PROPERTY INSPECTIONS	7	<i>Checks of homes or business specifically requested by a home or business owner.</i>
MOTOR VEHICLE ACCIDENTS	8	<i>Total motor vehicle accidents both on public roads or private property.</i>
COMMERCIAL BUILDING SECURITY CHECK	976	<i>Nightly security inspections of business' conducted by officers to assure windows and doors are locked.</i>
FOUND UNSECURED	0	<i>The number of business' found unlocked or unsecured.</i>

Plainwell Department of Public Safety

Scheduled Hours By Activity for March 2023

The categories listed below are based on law enforcement related activities and the hours that scheduled road patrol personnel spend in the 4 major areas.

Total Hours
849

Percentage of Total Hours
5.69%

TOTAL ROAD PATROL HOURS SCHEDULED FOR THE MONTH

The Hours officers are scheduled for road patrol or other uniformed functions. These are fixed shifts which generally carry assigned duties.

Totals of all the below mentioned areas.

HOURS SPENT INVESTIGATING OR HANDLING CRIMINAL COMPLAINTS

The Hours Scheduled for criminal investigations of complaints that are in violation of a criminal law that an individual could be arrested and jailed for.

Examples include: Burglaries, Robberies, Drunk Driving, All Sex Offenses, Alcohol Offenses, Larcenies, Etc.

HOURS SPENT INVESTIGATING OR HANDLING NON-CRIMINAL COMPLAINTS

The Hours Scheduled for Calls for Service or Complaints that require investigation but are not criminal in nature.

Examples include: Auto Accidents, Accidental Fires, Traffic Citations, Property Inspections, Etc.

HOURS SPENT ON SUPPORT OR PERIPHERAL ACTIVITIES

The Hours Scheduled for required duties however are not criminal or non-criminal in nature and are supporting functions.

Examples include: Report Writing, Court, Directed Patrol, Foot Patrol, On Duty Training, Transport of Paperwork to the Court, Evidence to the Crime Lab, Etc.

TOTAL UNOBLIGATED PATROL HOURS

The Hours of Scheduled Road Patrol left over that officers are not assigned to an activity or working on a complaint.

*Examples include: General Preventive Patrol, Building Security Checks, Etc.
Note: This also includes any break time the officers take during their shift.*

TOTAL HOURS OBLIGATED TO DUTIES, COMPLAINTS, INVESTIGATIONS, ETC.

It is recommended by the International Association of Chiefs of Police (IACP) that no more than 65% to 70% of an officers time on duty, be obligated to complaints, investigations, activities or assigned responsibilities. The rationale behind this is to assure that officers are available for emergencies without unreasonable delay and provide for preventive and traffic patrol duties.

172 20.30%

301 35.43%

229 26.91%

621 73.09%



March Reports for Plainwell Department of Public Safety

PRIORITY 1 ASSISTS OUTSIDE OF JURISDICTION

The Plainwell Department of Public Safety was dispatched to **65** calls for assistance outside the city limits of Plainwell by Allegan County Central Dispatch.

These calls were classified as priority 1 assists.

Fire Suppression/Call Out Incident Report

Date	Dispatch Time	Arrival Time	Location	Incident Type	Actions taken	Apparatus	PSO	POC
3/2/2023	21:27	21:27	1149 M-89	Gas leak	Shut down system	C5	1	
3/4/2023	06:59	07:02	284 Lesa St	Medical	Provide Manpower & EMS	C6, E17	1	5
3/8/2023	12:17	12:25	411 Naomi St	Medical	Provide Manpower	C1	2	1
03/10/2023	20:40	20:43	412 Thomas St	Smoke Scare	Investigate	C5, E11	2	3
03/15/2023	04:38	04:44	320 Brigham St	Medical	Provide Manpower & Basic Life Support	C1	3	3
03/15/2023	08:35	08:39	115 W. Hill St	Building Fire	Extinguish, Investigate, Salvage & Overhaul	C6, E11, E17, T63	4	3
03/16/2023	09:05	09:07	320 Acorn St	Heat Detector	Investigate	C6	2	3
03/18/2023	19:36	19:36	124 E. Bridge St	Vehicle Accident	Disregarded	C5	1	3
03/20/2023	11:09	11:16	329 12 th St	Medical Assist	Provide EMS	C6, C62	3	3
03/20/2023	16:18	16:24	533 Allegan St	Vehicle Fire	Extinguish	C6, E17, E11, T63	4	3
03/23/2023	10:18	10:18	79 109 th Ave	Building Fire	Disregarded	C6	2	3
03/25/2023	23:57	00:02	320 Brigham St	Medical	Lift Assist	C5	2	4
03/27/2023	16:30	16:40	325 S. Sherwood	Building Fire	Extinguish, Salvage & Overhaul	C6, C2, E11, E17	4	5
03/28/2023	21:47	21:57	258 Kim St	Medical	Provide EMS & Manpower	C62	1	2
03/30/2023	12:39	12:46	554 Allegan St	Vehicle Accident	Provide Aid & Establish Safe Area	C5, C2, C11, E11, T63	5	7
03/31/2023	20:56	20:56	411 Naomi St	Water Problem	Remove Water	C6, C62, T63, E15	3	7
03/31/2023	22:44	22:50	Gas Detector	Investigate				

Calls for Service at Plainwell Schools

Plainwell High School: 0
684 Starr Road

Gilkey School: 0
707 S. Woodhams Street

Plainwell Middle School: 5
720 Brigham Street

Starr Elementary: 3
601 School Drive

Early Childhood Development: 0
307 E. Plainwell Street

Renaissance School: 1
798 E. Bridge Street

Admin, Maintenance & Bus Garage: 0
600 School Drive

Ordinance Report

On March 29th, the Public Safety Office received a call regarding trash and debris in a neighbor's yard. Officer Pell went to the residence and made contact with the owner at 115 W. Chart. Officer Pell took photos of the driveway where trash was spread around the area and advised the owner that the debris needed to be removed. An ordinance violation letter was sent to the owner on 04/04/2023.

On April 4th, Officer Roberts was doing road patrol and noticed a number of chickens at a city residence, 250 Starr Rd. An ordinance violation letter was sent to the owner of 250 Starr Rd. on 04/04/2023.

04/06/2023

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL
INVOICE ENTRY DATES 03/24/2023 - 04/06/2023
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Vendor Code	Vendor Name	Description	Amount
000002	AT&T		
	269685195703	AIRPORT PHONE SERVICE 2/14 - 3/13/2023	60.30
	269685682403	DPS LANDLINE PHONE 2/14 - 3/13/2023	60.30
TOTAL FOR: AT&T			120.60
000004	PLAINWELL AUTO SUPPLY INC		
	683978	DPW - TRUCK 2 SOLENOID/BREAKAWAY & BREAK CLEAN	98.34
	683981	DPW - 22" WIPER BLADES TRUCK 7 DR	30.98
	684015	DPW - HEX NUT TRUCK 21 AB	8.36
	684031	DPW - HEADLIGHT BULB & GROMMET TRUCK 5 WK	12.48
TOTAL FOR: PLAINWELL AUTO SUPPLY INC			150.16
000009	CONSUMERS ENERGY		
	03/06/2023	February Energy Bill	7,554.99
TOTAL FOR: CONSUMERS ENERGY			7,554.99
000010	RIDDERMAN & SONS OIL CO INC		
	160624	DPW - 658GL DIESE3L 30-2# DYED	2,021.26
	160625	DPW - 175GL GASOLINE 5-87 REG 10% ETHANOL	475.50
TOTAL FOR: RIDDERMAN & SONS OIL CO INC			2,496.76
000013	RATHCO SAFETY SUPPLY INC		
	177096	DPW - PARK ADDRESS SIGNS FOR 911 CALLS	270.00
TOTAL FOR: RATHCO SAFETY SUPPLY INC			270.00
000034	VERIZON		
	9929726622	ALARM SERVICE 2/11 - 3/10/2023	41.64
	9930345135	DPW/WR VERIZON ONE TALK 2/18 - 3/17/2023	171.79
	9930872560	CITY WIDE CELL PHONE SERVICE 2/24 - 3/23/2023	1,879.28
	9930872561	EOC/DPS PHONE SERVICE 2/24 - 3/23/2023	152.04
TOTAL FOR: VERIZON			2,244.75
000077	MCMASTER-CARR SUPPLY		
	95197613	WR - BATTERIES FOR PORTABLE SAMPLERS BP	389.79
TOTAL FOR: MCMASTER-CARR SUPPLY			389.79
000087	BILL G BOMAR		
	2023.4	RETIREE HEALTH PREMIUM APRIL 2023 BOMAR	500.00
TOTAL FOR: BILL G BOMAR			500.00

000104	HARDINGS MARKET 380		
	03/06/2023	Water for EW Open house	13.38
	03/09/2023	Cake for EW Open house	42.99
	2023.3.15	WR - ICE FOR MAILING SAMPLES BP	4.38
	2023.3.23	ADMIN - WATER FOR DAM PRESENTATION DS	13.38
	2023.3.29	WR - ICE FOR SAMPLES BP	17.96
	2023.3.7	WR - ICE FOR SAMPLES/LIQUID CLEANER BP	16.55
TOTAL FOR: HARDINGS MARKET 380			108.64

000131	KEVIN CHRISTENSEN		
	2023.4	RETIREE PREMIUMS APRIL 2023 CHRISTENSEN	193.10
TOTAL FOR: KEVIN CHRISTENSEN			193.10

000138	AMERICAN OFFICE SOLUTIONS		
	33607816	DPS COPIER LEASE & USAGE FEBRUARY & MARCH 2023	347.73
TOTAL FOR: AMERICAN OFFICE SOLUTIONS			347.73

000233	PEERLESS-MIDWEST INC		
	71556	DPW - OLD WELL #6 ABANDONMENT	9,847.44
TOTAL FOR: PEERLESS-MIDWEST INC			9,847.44

000332	ALLEGAN COUNTY REGISTER OF DEEDS		
	2023.3.30	TRANSFER TAX - PARCEL 55029-072-10 401 S SHERWOOD	77.40
TOTAL FOR: ALLEGAN COUNTY REGISTER OF DEEDS			77.40

000500	TRUCK & TRAILER SPECIALTIES, INC.		
	DSO011769	DPW - FUEL TANK TRUCK 15 SALTER DR	1,912.25
TOTAL FOR: TRUCK & TRAILER SPECIALTIES, INC.			1,912.25

000843	B & C TROPHY		
	03/10/2023	City key for EW Open house	50.00
TOTAL FOR: B & C TROPHY			50.00

000910	GRAINGER		
	9651056773	DPW - MISC PART AB	9.47
TOTAL FOR: GRAINGER			9.47

000951	MICHIGAN RURAL WATER ASSOC		
	03/01/2023	Online learning course	275.00
TOTAL FOR: MICHIGAN RURAL WATER ASSOC			275.00

001081	MIKE BRUCE		
	2023.2.2	DPS - MEAL REIMBURSEMENT	13.76
TOTAL FOR: MIKE BRUCE			13.76

001448	PROFESSIONAL CODE INSPECTIONS		

	23003	MARCH 2023 BUILDING PERMITS	1,768.00
TOTAL FOR: PROFESSIONAL CODE INSPECTIONS			1,768.00

001669	DR HOOKS SIGNS INC		
	141763	ADMIN - NAME PLATE FOR UB/SOPER BK	22.00
TOTAL FOR: DR HOOKS SIGNS INC			22.00

001748	REPUBLIC SERVICES		
	0249-007824911	DPW TWO CONTAINER SERVICE 4/1 - 4/30/2023	256.67
	0249-007825242	WR TWO CONTAINER SERVICE 4/1 - 4/30/2023	243.36
TOTAL FOR: REPUBLIC SERVICES			500.03

001920	MARANA GROUP		
	03/01/2023	Assessment Notices Feb 2023	839.15
TOTAL FOR: MARANA GROUP			839.15

001921	MICHIGAN MUNICIPAL LEAGUE		
	03/01/2023	Job posting for City Clerk	150.00
TOTAL FOR: MICHIGAN MUNICIPAL LEAGUE			150.00

002002	USABBLUEBOOK		
	316016	DPW - ULTRA SPILL DECK WELLS 4 & 7 CP	638.76
TOTAL FOR: USABBLUEBOOK			638.76

002018	CDW-G		
	HL30716	ADMIN - HP 3YR NBD ONSITE BK	135.50
TOTAL FOR: CDW-G			135.50

002116	CHARTER COMMUNICATIONS		
	0014163031923	DPS INTERNET/PHONE/TV 3/19 - 4/18/2023	299.21
TOTAL FOR: CHARTER COMMUNICATIONS			299.21

002188	BERNIE'S HAUL AWAY INC		
	03/20/2023	Unreceipted Chg	425.00
TOTAL FOR: BERNIE'S HAUL AWAY INC			425.00

002219	CLARK TECHNICAL SERVICES		
	117	CITY WIDE IT SERVICES MARCH 2023	2,090.70
TOTAL FOR: CLARK TECHNICAL SERVICES			2,090.70

002246	ELHORN ENGINEERING CO.		
	296424	DPW - FORCE FLOW XT400 SCALES	2,015.00
	296424A	DPW - CHEMICALS FOR WELLS	416.00
TOTAL FOR: ELHORN ENGINEERING CO.			2,431.00

002247	PLUMBER'S PORTABLE TOILETS		
	397961	DDA - PORTABLE TOILET FOR EGG HUNT DS	120.00

TOTAL FOR: PLUMBER'S PORTABLE TOILETS			120.00
002402	STEENSMA LAWN & POWER EQUIPMENT		
	1009980	DPW - WEED EATER & BATTERY RL	199.94
TOTAL FOR: STEENSMA LAWN & POWER EQUIPMENT			199.94
002524	WOODWORK SPECIALTIES COMPANY		
	2303-870672	DPS - SOFFIT/J CHANNEL FOR ENTERANCE REPAIRS	219.30
TOTAL FOR: WOODWORK SPECIALTIES COMPANY			219.30
002527	COPS HEALTH TRUST		
	2023.4	APRIL 2023 DENTAL/VISION INSURANCE PREMIUM	1,571.80
TOTAL FOR: COPS HEALTH TRUST			1,571.80
002540	SEWER EQUIPMENT CO PF AMERICA		
	0000208241	DPW - RELIEF VALVE FOR #21 JETTER	417.69
TOTAL FOR: SEWER EQUIPMENT CO PF AMERICA			417.69
002650	FUEL MANAGEMENT SYSTEM		
	190175	DPS FUEL/DIESEL FOR POLICE/FIRE VEHICLES 3/16 - 3/31,	767.80
TOTAL FOR: FUEL MANAGEMENT SYSTEM			767.80
002703	CONTINENTAL LINEN SERVICES INC		
	3556317	WR RUGS	19.68
TOTAL FOR: CONTINENTAL LINEN SERVICES INC			19.68
002719	STATE OF MICHIGAN - D.N.R.E./DEQ		
	11090568	2023 FISCAL HAZARDOUS WASTE USER CHARGE	100.00
TOTAL FOR: STATE OF MICHIGAN - D.N.R.E./DEQ			100.00
002787	ESPER ELECTRIC		
	29981	DPW - SERVICE/REPAIR RIVERWALK LIGHTING	1,336.66
	30070	ADMIN - CIRCUIT ADDED FOR IT SERVER	888.53
	30121	ADMIN - LIGHTS/HEAT TAPE MILL	20,305.00
	30143	WR - REPLACED 2 MOTORS BP	325.00
TOTAL FOR: ESPER ELECTRIC			22,855.19
002866	MILLASSIST SERVICES INC		
	11945 12497	WR - REMOVE STUCK COUPLING FROM ADAPTER BP	136.00
TOTAL FOR: MILLASSIST SERVICES INC			136.00
002869	PLUMMERS ENVIRONMENTAL SERVICES INC		
	23163919	WR - CLEANING/DISPOSAL E & W TANKS BP	47,480.00
TOTAL FOR: PLUMMERS ENVIRONMENTAL SERVICES INC			47,480.00
003081	GRIFFIN PEST SOLUTIONS INC		
	2351165	MONTHLY PEST CONTROL INSPECTION MARCH 2023	189.25

TOTAL FOR: GRIFFIN PEST SOLUTIONS INC			189.25
004168	SBF ENTERPRISES		
	0137716	ADMIN - PRINTING SUPPLIES UB BK	384.75
	UBPOSTAGEAPR23	POSTAGE FOR APRIL 1 2023 UTILITY BILLS	579.52
TOTAL FOR: SBF ENTERPRISES			964.27
004190	WATERSOLVE LLC		
	9648	WR - 55GAL DRUM SOLVE 137 BP	1,100.00
TOTAL FOR: WATERSOLVE LLC			1,100.00
004206	MADISON NATIONAL LIFE INSURANCE CO		
	1550781	APRIL 2023 LIFE INSURANCE PREMIUMS	86.09
TOTAL FOR: MADISON NATIONAL LIFE INSURANCE CO			86.09
004221	R.W. LAPINE INC		
	48307	WR - 3/15&16 (5) UNITS EAST DIGESTER BP	525.00
	48307A	WR - 3/17 CALL BACK FOR T&M NOT ON PO5838 BP	530.00
TOTAL FOR: R.W. LAPINE INC			1,055.00
004785	PRIORITY HEALTH		
	230750001851	APRIL 2023 HELATH INSURANCE PREMIUMS	20,141.94
TOTAL FOR: PRIORITY HEALTH			20,141.94
004794	UNITED HEALTHCARE INSURANCE COMPANY		
	2023.04TOWN	RETIREE HEALTH INSURANCE APRIL 2023 - TOWN	253.59
	2023.04WHIT	RETIREE HEALTH INSURANCE APRIL 2023 - WHITNEY	261.50
TOTAL FOR: UNITED HEALTHCARE INSURANCE COMPANY			515.09
004832	QUALITY PRECAST INC		
	1463936	DPW - 3 - 48" STORM CATCH BASINS & PARTS JERSEY ST	3,172.56
TOTAL FOR: QUALITY PRECAST INC			3,172.56
004836	TOP GRADE AGGREGATES LLC		
	03/08/2023	Stone for pot holes	94.66
TOTAL FOR: TOP GRADE AGGREGATES LLC			94.66
004855	PLAINWELL ACE HARDWARE		
	12863	DPW - PROPANE FOR POTHOLE REPAIR JF	26.60
	12871	DPW - MISC FASTENERS COOK BATHROOM DR	1.98
	12872	DPW - PAINT/BRUSHES COOK BATHROOM DR	8.24
	12879	DPW - PVC CHEM GLOVES #21 JETTER BN	15.18
	12882	DPW - PLUNGER FOR DPW RESTROOM AB	24.99
	12885	WR - 5/8"-11NC TAP PLUG BP	12.99
	12931	DPW - 60# QUIKRETE/TOOL W PLAINWELL ST DRAIN REP,	61.35
	12934	DPW - MARKING PAINT FOR TRUCK 5 WK	29.97
	12935	DPW - 60# QUIKRETE S PEACH STORM DRAIN REPAIR AB	13.18

	12945	DPW - 6" GALV CLEAT FOR AIRPORT FLAG POLE RL	5.99
	12947	DPW - MISC PARTS/TOOLING FOR S MAIN WELCOME SIG	30.68
	12948	DPW - MISC FASTENERS S MAIN WELCOME SIGN DR	1.08
	12951	DPW - (2) 1/2" PVC COUPLING S MAIN WELCOME SIGN [1.18
	12952	DPW - 4 TAPE MEASURES & 7" SPEED SQUARE FOR SHOP	76.95
	12953	DPW - MISS DIG PAINT EXCHANGE WK	0.00
	12970	DPW - BLK SPRAY PAINT WELCOME/PARK SIGNS DR	59.90
	12971	DPW - LIQUID NAILS FOR DPS AB	19.96
	12976	DPW - RETURN SPRAY PAINT WELCOME/PARK SIGNS DR	(59.90)
	12977	DPW - GLOSS BLK SPRAY PAINT WELCOME/PARK SIGNS [41.93
	12990	DPW - KEYS/KEY RINGS TRUCK 5 WK	7.26
	13009	WR - GFCI OUTLET & RECEIPT BP	51.98
TOTAL FOR: PLAINWELL ACE HARDWARE			431.49
004894	ASCENSION MI EMPLOYER SOLUTIONS		
	500907	ADMIN - NEW HIRE SCREENING SOPER AK	116.00
	501512	ADMIN/DPS - NEW HIRE SCREENING NASH AK	206.00
TOTAL FOR: ASCENSION MI EMPLOYER SOLUTIONS			322.00
005012	UNITED BANK		
	2023.03.29	ACH FEES (2) - UB POSTAGE AND PAYROLL DIRECT DEPOS	14.00
	2023.03.30	ACH FEE - APRIL 1 PAYABLES	7.00
	2023.03.31	ACH ORIGINATION SERVICE ANNUAL FEE	25.00
TOTAL FOR: UNITED BANK			46.00
005023	VAIRKKO TECHNOLOGIES, LLC		
	22422	TRAINING COURSE CONTENT MARCH 2023	67.80
	44242	EMPLOYEE TRAINING SOFTWARE MARCH 2023	97.80
TOTAL FOR: VAIRKKO TECHNOLOGIES, LLC			165.60
005040	US INTERNET		
	3774570	SECURANCE EMAIL FILETERING 4/14 - 5/13/2023	70.00
TOTAL FOR: US INTERNET			70.00
005041	EVOQUA WATER TECHNOLOGIES		
	905804719	WR ODOR CONTROL MARCH 2023	300.00
TOTAL FOR: EVOQUA WATER TECHNOLOGIES			300.00
005047	STAPLES, INC.		
	3533036551	ADMIN - CHAIRMAT/NOTEPADS RB	48.86
	3533574154	ADMIN - FILE FOLDERS/WIRELESS KEYBOARD RB	72.20
	3533824505	ADMIN - CREDIT/RETURN WRONG FOLDERS RB	(13.08)
TOTAL FOR: STAPLES, INC.			107.98
005064	R & R ASSESSING INC		
	2023.4	APRIL 2023 ASSESSING SERVICES	1,550.00
TOTAL FOR: R & R ASSESSING INC			1,550.00

005085	TRACE ANALYTICAL LABORATORIES, INC.		
	3030958	WR - INFLUENT ANNUAL ANALYTICAL FOR NPDES PERMI	1,479.75
	3030959	WR - EFFLUENT 3/7 ANNUAL ANALYTICAL FOR NPDES PEI	1,459.75
TOTAL FOR: TRACE ANALYTICAL LABORATORIES, INC.			2,939.50
005089	AARON SHANNON		
	2023.4	DPW - UNIFORM REIMBURSEMENT	187.98
TOTAL FOR: AARON SHANNON			187.98
005112	W & W COMMERCIAL CLEANING LLC		
	309	CITY HALL CLEANING MARCH 2023	175.00
TOTAL FOR: W & W COMMERCIAL CLEANING LLC			175.00
005122	GREAT LAKES ELEVATOR, LLC		
	8898	CRISPE HOUSE ELEVATOR MAINTENANCE 2ND QTR	300.00
	8899	CITY HALL ELEVATOR MAINTENANCE 2ND QTR	350.00
TOTAL FOR: GREAT LAKES ELEVATOR, LLC			650.00
005123	RUSSELL CONSTRUCTION		
	23092	CONSTRUCTION SERVICES 112 N MAIN ST	137,060.00
TOTAL FOR: RUSSELL CONSTRUCTION			137,060.00
005125	8X8 INC		
	3798155	CITY WIDE LANDLINE PHONES MARCH 2023	721.43
TOTAL FOR: 8X8 INC			721.43
005142	CITY OF KENTWOOD		
	2023.3	DPS - ATTEND FEE FIRE INSTRUCTOR 1 KC	60.00
TOTAL FOR: CITY OF KENTWOOD			60.00
CC9999	AMAZON		
	03/01/2023	Flash drive/pens/speakers	94.27
	03/01/2023	Course Credits for operator license renewal	30.00
	03/01/2023	3yr license renewal BP	96.90
	03/03/2023	Memo pads/highlighters	35.75
	03/04/2023	Plastic cutlery for EW Open house	5.18
	03/05/2023	Car 5 gas/Roberts	57.01
	03/06/2023	Annual fee 2 users premium	239.98
	03/06/2023	Monthly constant contact support	45.00
	03/06/2023	Car 5 gas/Rantz milage 14185	29.66
	03/08/2023	Chip Seal	365.28
	03/08/2023	Unreceipted Chg	12.95
	03/14/2023	Chip Seal	233.53
	03/14/2023	Pothole repair supply	40.02
	03/14/2023	Additional user fee	117.69
	03/15/2023	USB Charging dock for UB readers	39.99

	03/16/2023	Office filing cabinets	295.96
	03/16/2023	Unreceipted Chg	30.00
	03/16/2023	Online dropbox/storage	199.00
	03/17/2023	Receipt book for Farmers Market	18.59
	03/17/2023	Unreceipted Chg	58.46
	03/17/2023	Pothole repair supply	18.83
	03/20/2023	Chip Seal	329.35
	03/21/2023	Pothole repair supply	35.10
TOTAL FOR: KING HWY RAIL YARD			<u>2,428.50</u>

COPEFT	CITY OF PLAINWELL		
	2023.04	MARCH 2023 UTILITY BILLS ISSUED APRIL 1 2023	675.51
TOTAL FOR: CITY OF PLAINWELL			<u>675.51</u>

FNbcc	FIRST NATIONAL BANK (CREDIT CARD)		
	3380-2-3432-526136-2	RETURN OF PHONE EQUIPMENT	(259.99)
	840-54930307-1-27574	POSTAGE FOR MILL REPORT SENT TO SHPO AND TRIBE	20.55
	84054930307335814112	MAILING CONFIRMATION MOA BUILDING ASSESSMENT :	19.75
	W1150IN32129	PHONE CASE IPHONE 12	38.15
TOTAL FOR: FIRST NATIONAL BANK (CREDIT CARD)			<u>(181.54)</u>

SOMEFT	STATE OF MICHIGAN		
	2023.03	MARCH 2023 SALES TAX REMITTANCE	203.29
TOTAL FOR: STATE OF MICHIGAN			<u>203.29</u>

TOTAL - ALL VENDORS			284,980.19

INVOICE AUTHORIZATION

Person Compiling Report

I verify that to the best of my knowledge the attached invoice listing is accurate and the procedures in place to compile this invoice listing has been followed.

Insert Signature:

**Roxanne
Branch**

Digitally signed by Roxanne Branch
Date: 2023.04.06
10:48:13 -04'00'

Brian Kelley, Finance Director/Treasurer

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

Brian Kelley

Digitally signed by Brian Kelley
Date: 2023.04.06
14:21:38 -04'00'

Bryan Pond, Water Renewal Plant Supt.

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

Bryan Pond

Digitally signed by Bryan Pond
Date: 2023.04.06
11:17:13 -04'00'

Kevin Callahan, Public Safety Director

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

Bob Nieuwenhuis, Public Works Supt.

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

Vacant, City Manager

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

Reports & Communications:

A. Sterling Avenue Easement – Consumers Energy

Superintendent Nieuwenhuis recommends negotiating with Consumers Energy for an easement for electrical facility upgrades in the Sterling Avenue and Kenwood Street.

Recommended action: Consider an easement for Consumers Energy for Sterling Avenue electrical facility upgrades.

B. Bridge Contract – Michigan Department of Transportation

The Michigan Department of Transportation has offered a contract for the West Bridge and North Main bridge repairs and requires the City Council to specifically identify the city staff authorized to sign the document on behalf of the city. The project is funded with federal dollars with a 5% city match, as previously communicated to Council.

Recommended action: Consider approving Construction Contract 23-5054 with Michigan Department of Transportation for repairs to the West Bridge and North Main bridges and adopting Resolution 2023-14 authorizing Brian Kelley and Bob Nieuwenhuis to sign the contract on behalf of the city.

C. Plainwell Dam No. 2 Project – Change Order

Sampling for PFAS in the sediment along the Mill Race was not included in the project's original scope of work. The Michigan Department of Environment, Great Lakes and Energy (EGLE) has requested samples from various locations. GHD has proposed costs to make those samples, including additional sites requested by EGLE. The Grant should be modified to ultimately cover the costs.

Recommended action: Consider approving a change order for PFAS sediment sampling for the Plainwell Dam No 2 Project in the amount of \$69,850.00.

D. Special Event Permit 23-07 – Memorial Day Parade

Application has been made for a Memorial Day parade on May 29, 2023 from Downtown to Hillside Cemetery, which requires Council approval for the closure of M-89.

Recommended action: Consider approving Special Event Permit 23-07 as presented.

Reminder of Upcoming Meetings

- April 11, 2023 – Plainwell DDA/BRA/TIFA – 7:30am
- April 13, 2023 – Plainwell Parks & Trees – 5:00pm
- April 19, 2023 – Plainwell Planning Commission – 6:30pm
- **April 24, 2023 – Plainwell City Council – 7:00pm**

Non-Agenda Items / Materials Transmitted

- None