

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, July 24, 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 – 07/10/2023 Regular Meeting
6. General Public Comments
7. County Commissioner Report
8. Agenda Amendments
9. Mayor’s Report
10. Recommendations and Reports:
 - A. Fees for Curbside Recycling and Bulk Trash Pickups
Council will consider adopting Resolution 2023-25 establishing fees for monthly curbside recycling and semi-annual bulk trash pickups to be collected on the 2023 Winter Tax Bill.
 - B. WR- Annual Chlorine and Sulfur Gas for Plant Operation
Council will consider approving a contract with Haviland Products for the annual chlorine and sulfur purchase in the amount of \$14,600.00
 - C. WR – Annual Ferric Chloride Purchase
Council will consider approving a contract with Webb Chemical for the annual ferric chloride purchase in the amount of \$46,436.00.
 - D. WR– Annual Polymer Purchase
Council will consider approving a contract with Water Solve for the annual polymer purchase in the amount of \$8,800.00.
 - E. Professional Services Agreement for Survey Work at 830 Miller Road
Council will consider approving the professional services agreement for survey work from Flies and Vandenbrink for \$9,800, as part of the Miller Road land sale to Profielnorm USA.
11. Communications: The June 2023 Department of Public Safety and Water Renewal reports, the draft June 15, 2023 Parks & Trees Meeting Minutes and the draft July 11, 2023 DDA/BRA/TIFA Meeting Minutes.
12. Accounts Payable - \$523,479.58
13. Public Comments
14. Staff Comments
15. Council Comments
16. Adjournment

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

The Island City
Plainwell is an equal opportunity provider and employer

MINUTES
Plainwell City Council
July 10, 2023

1. Mayor Keeler called the regular meeting to order at 7:00 PM in City Hall Council Chambers.
2. Jared 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, and Councilmember Wisnaski. Absent: Councilmember Keeney.
A motion by Steele, seconded by Overhuel, to excuse Councilmember Keeney from the proceedings. On a voice vote, all voted in favor. Motion passed.
5. Approval of Minutes:
A motion by Steele, seconded by Overhuel, to accept and place on file the Council Minutes of the June 26, 2023 regular meeting. On a voice vote, all voted in favor. Motion passed.
6. Public Comment: None.
7. County Commissioner Report: None.
8. Clerk Leonard reported no changes to the Agenda.
A motion by Steele, seconded by Overhuel, to approve the Agenda for the July 10, 2023 meeting as presented. On a voice vote, all voted in favor. Motion passed.
9. Mayor's Report: Mayor Keeler offered condolences to the Meert and Heenan families.
10. Recommendations and Reports:
 - A. Community Developer Manager Siegel provided an update on the EGLE loan. As requirement of the loan, an approved company must perform the loan closeout. The cost of this service is not to exceed \$5,000.00 and has already been provided for in the loan.
A motion by Wisnaski, seconded by Steele, to approve the contract with Fishbek for the closeout of the Brownfield Redevelopment Loan, in an amount not to exceed \$5,000.00. On a roll call vote, all in favor. Motion passed.
 - B. City Manager Lakamper discussed an updated offer of \$30,057 an acre from Nobis Agriculture for lot 42, consisting of 10.56 acres of industrial property with road frontage on Lincoln and 8th streets. The total purchase price is \$317,404.00.
A motion by Overhuel, seconded by Wisnaski, to approve the purchase agreement with Nobis Agriculture and allow City Manager Lakamper to execute the sale of property. On a roll call vote, all voted in favor. Motion passed.

Ben Nobis from Nobis Agriculture shared with council that he is looking forward to working with the city on the land purchase. He is a long time Plainwell resident, and owns and operates four businesses in Industrial Park. The land purchase will provide Nobis Agriculture the opportunity for significant

expansion. He hopes to build a production facility, and in time create jobs. He stated that he looks forward to working with City Manager Lakamper and Community Developer Manager Siegel.

11. Communications:

A motion by Steele, seconded by Overhuel, to accept and place on file the June 2023 Investment and Fund Balance Reports. On a voice vote, all voted in favor. Motion passed.

12. Accounts Payable:

A motion by Wisnaski, seconded by Overhuel, that the bills be allowed and orders drawn in the amount of \$249,399.26 for payment of same. On a roll call vote, all voted in favor. Motion passed.

13. Public Comments: None

14. Staff Comments:

Superintendent Nieuwenhuis reported that the Jersey Street paving is finished, and turned out well.

Community Development Manager Siegel reported that she has spoken with two different businesses interested in property on E. Bridge St. Both potential new businesses are restaurants. She shared that occupancy permits have been issued for the apartments above Perfect Image Salon and all apartments have tenants. She provided an update on the lead abatement project at the Mill. While progress is being made, the project is behind schedule.

Finance Director Kelley shared that he is working on the end of the year audit, and that tax bills have been mailed.

City Manager Lakamper discussed the lead abatement project, stating the closing of the EGLE loan may need to be delayed as there is still work to be done on several buildings. He met with the owners of the Warnement building to resolve issues with their tax abatement request and site plans should be available soon. He stated that he expects information from Profielnorm about the land purchase this week.

Public Safety Director Callahan stated that a citation was issued to a resident on Sherwood. He stated that the water rescue boat has been paid for, and that Lighthouse Baptist Church is hosting a public safety day.

15. Council Comments: Councilmembers Wisnaski and Overhuel stated that Jersey St looks good, and congratulated Superintendent Nieuwenhuis and his staff on a job well done. Mayor Pro-Tem Steele offered condolences to the Meert family.

16. Adjournment:

A motion by Steele, seconded by Overhuel, to adjourn the meeting at 7:22 PM. On a voice vote, all voted in favor. Motion passed.

Minutes respectfully
Submitted by,
Ginger J Leonard
City Clerk

MINUTES APPROVED BY CITY COUNCIL
July 24, 2023

Ginger J Leonard, City Clerk



“The Island City”

MEMORANDUM

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

TO: Justin Lakamper, City Manager
FROM: Brian Kelley, Finance Director/Treasurer
DATE: July 21, 2023
SUBJECT: Fees for Curbside Recycling & Bulk Trash Pickups

ACTION ITEM: The City Council should consider adopting Resolution 2023-25 establishing fees for monthly curbside recycling and semi-annual bulk trash pickups.

SUGGESTED MOTION: I move that we adopt Resolution 2023-25, as presented, to establish fees for monthly curbside recycling and semi-annual bulk trash pickups, to be collected on the 2023 Winter Tax Bills.

BACKGROUND INFORMATION: The City has offered monthly curbside recycling to all residential dwellings for many years. Those same dwellings, along with some larger apartment communities and the mobile home park, can participate in a semi-annual bulk trash pickup. The City administers the contract for these pickups and charges a fee to all the participants based on the current contract pricing. The City has been evaluating several options for how to bill these fees and most recently recommend special assessment districts. Per Council’s direction, the billing options were reviewed again and this fee-based resolution most closely mirrors how the fees have historically been charged and meets Council’s direction to keep the process the same as it has been in the past.

ANALYSIS: The current contract with Republic Services began on August 1, 2022 and goes through July 31, 2027. The fees recommended to Council on this Resolution cover the period from August 1, 2023 through July 31, 2024. These fees would be collected on the 2023 Winter tax bill so as to show the revenue in the same fiscal year as the costs incurred.

BUDGET IMPACT: This action establishes the revenue needed to cover the costs. These fees were included in the originally adopted 2023/2024 City Budget.

**City Council
City of Plainwell
Allegan County, Michigan**

Resolution No. 2023-25

At a regular meeting of the City Council for the City of Plainwell held at City Hall on July 24, 2023, and beginning at 7:00 p.m., the following Resolution was offered for adoption by Council Member _____ and was seconded by Council Member _____.

**A RESOLUTION ESTABLISHING MONTHLY RECYCLING AND
SEMI-ANNUAL TRASH COLLECTION FEES FOR AUGUST 1, 2023
THROUGH JULY 31, 2024, AND RATIFYING THE WASTE MATERIAL
SERVICES AGREEMENT.**

WHEREAS, the City of Plainwell (the "City") previously enacted Chapter 30 Article II of the City's Code of Ordinances (the "Code") establishing a Waste Management Project.

WHEREAS, all persons who are owners, lessees, or occupants of a residential unit shall participate in the monthly curbside recycling and semi-annual curbside trash collection program established in Chapter 30 Article II of the Code.

WHEREAS, the City Council finds that monthly residential recycling and semi-annual trash collection promote public health, safety, and welfare by conserving natural resources and by preventing the improper disposal of trash and recyclables.

WHEREAS, the rates, including late fees, to be charged for the collection of recyclables and trash shall be established from time to time by resolution of the City Council.

WHEREAS, the City Council finds that the service fee and late fee adopted herein serve a regulatory purpose and are proportionate to the cost of the services being provided.

WHEREAS, the City contracted with City-Star Services, Inc d/b/a Republic Services of West Michigan to supply recycling and trash collection services for the City's Waste Management Project.

NOW, THEREFORE, be it resolved as follows:

Section 1. All residential units shall pay a service fee according to the following schedule:

- (a) Monthly Recycling: \$ 54.18 per residential unit annually, in addition to any late fees.
- (b) Semi-Annual Trash Collection: \$ 23.68 per residential unit annually, in addition to any late fees.

Section 2. Annual residential unit monthly recycling service fees shall be due December 1, 2023, and annual semi-annual trash collection service fees shall be due December 1, 2023. A late payment fee of 3% of the total bill shall be added if the bill is not paid in full within 85 days. Thereafter, an additional 1% monthly late fee will be added until payment is made.

Section 3. No monthly recycling or semi-annual trash collection services will be provided to a property with an outstanding payment balance.

Section 4. The rates established by this Resolution shall become effective August 1, 2023, and will cover services from August 1, 2023 through July 31, 2024.

Section 5. Service fees and penalty fees shall be a lien on the premises for which the services have been provided. Amounts delinquent for three months or more may be entered upon the next tax roll against the premises to which the services have been rendered. The charges shall be collected and the lien enforced in the same manner as provided for the collection of taxes assessed upon the tax roll and the enforcement of a lien for unpaid taxes.

Section 6. The Waste Material Services Agreement between the City and City-Star Services, Inc d/b/a Republic Services of West Michigan dated July 27, 2022, is hereby ratified.

Section 7. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Section 8. This Resolution is effective immediately.

The vote regarding the adoption of this Resolution was as follows:

YES:

NO:

ABSENT:

Resolution declared adopted.

SIGNED: _____
Brad Keeler, Mayor

SIGNED: _____
Ginger J. Leonard, Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Plainwell City Council at a regular meeting held on July 24, 2023, the original of which is on file in my office and available to the public.

Ginger J. Leonard, City Clerk



"The Island City"

MEMORANDUM

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

TO: Justin Lakamper, City Manager
FROM: Bryan Pond Superintendent of Water Renewal
DATE: July 19th, 2023
SUBJECT: Annual Purchase of Chlorine & Sulfur Dioxide FY 23-24

ACTION ITEM:

The City Council should consider approving the purchase of chlorine and sulfur dioxide gas from Haviland Chemical of Grand Rapids Mi. Our budgeted cost for one year is \$14,600 based on previous feed rates.

BACKGROUND INFORMATION:

Chlorine is necessary to disinfect the final effluent going to the Kalamazoo River. Sulfur Dioxide is necessary to remove chlorine from the effluent going to the river. Our permit regulates the level of fecal coliform entering the river which chlorine reduces to permit levels. The Sulfur reduces the amount of chlorine going to the river which is also regulated in our permit. Without using both chemicals, the plant would not disinfect the effluent or remove the chlorine, and violate the permit discharge limits and eventually end up in fines by the State of Michigan

ANALYSIS:

Two competitive quotes were solicited and the pricing is as follows.

Haviland Chemical:

Chlorine \$2.05/lb. x 4000 lbs./yr. \$8,200/yr.
Sulfur Dioxide \$1.60/lb. x 4000lbs \$6,400/yr.
Tank Rental None

Alexander Chemical:

Chlorine \$1.55/lb. x 4000lbs/yr. \$6,200/yr.
Sulfur Dioxide no bid
Tank Rental Fee \$.50/ tank /day + 30 days
(approximately \$7,000/yr. dropped vendor due to this fee)

BUDGET IMPACT: The cost is budgeted for in line item 59-540-752 for FY 23/24.

Plainwell Public Works
129 Fairlane St
Plainwell, MI 49080-1272
Phone: (269) 207-7321
Invoice Contact

100539

DATE
7/5/2023

TERMS
N30

SALE AGENT NAME
John Dunlap

Product pricing reference only. This is not a bill.

Ship To: Plainwell WasteWater Treatment
129 Fairlane St
Plainwell, MI 490801272

EFFECTIVE DATE	SCHEDULE CURRENCY	FROM QUANTITY	TO QUANTITY	UNIT PRICE U/M	BILLING UNIT PRICE U/M	ADJ. TYP
51300-10538000						
Chlorine			150.00 lb Cylinder			
8/1/2023	USD	1.00	0.00	1.5575 lb	233.6250 E	

ADJUSTMENT TYPE LEGEND:			
I = Increase	D = Decrease	R = Revision	Q = Quotation
C = Contract	L = List	S = Schedule	



421 Ann St. N.W.
Grand Rapids, MI 49504

Phone: 800 456-1134
Fax: 616 361-9772
www.havilandusa.com

Quotation

DATE
05/23/2023
TERMS
Net 30 Days
SALE AGENT ID
DARLENE DEVEREAUX

1069307
PLAINWELL, CITY OF
Attn: PURCHASING
211 N MAIN STREET
Plainwell, MI 49080-

Phone: (269) 685-6821
FAX: (269) 685-7282

Note: Prices subject to change without notice. Prices at time of shipment will prevail.
Minimum order \$200, orders under \$400 will be assessed a \$50 handling charge.
Transportation Surcharge applies to all orders.

THIS SALE IS SUBJECT TO THE HAVILAND ENTERPRISES, INC. TERMS AND CONDITIONS OF SALE TO CUSTOMERS, AVAILABLE AT https://havilandusa.nyc3.digitaloceanspaces.com/staging/Haviland_Buyer_Customer_Terms_and_Conditions_2021-09-24-184202_mtpb.pdf WHICH ARE BY THIS REFERENCE HEREBY INCORPORATED HEREIN. A SEPARATE HARD COPY WILL BE PROVIDED UPON REQUEST. EXECUTION OF THE TERMS OF THIS SALE IS A SPECIFIC REPRESENTATION THAT THE CUSTOMER HAS READ, UNDERSTOOD AND AGREED TO THE REFERENCED TERMS.

EFFECTIVE DATE	FROM QUANTITY	TO QUANTITY	UNIT PRICE U/M	BILLING UNIT PRICE U/M
PRODUCT: Chlorine Gas Cylinder				
H005706-CI150		150.00 lb CL150		
10/05/2022	1.00	0.00	2.0500 lb	2.0500 lb
PRODUCT: Ferric Chloride (PIX-311) NSF				
H000200-1#Bulk		1.00 lb Bulk		
09/07/2022	1.00	0.00	0.2737 lb	1,335.0000 DTon
PRODUCT: Havatreat 247				
H007057-TTVNNR		2,700.00 lb Tote		
05/25/2023	1.00	0.00	0.4250 lb	0.4250 lb *
05/18/2023	1.00	0.00	0.4700 lb	0.4700 lb
PRODUCT: Sulfur Dioxide (Liq) SO2				
H005707-CI150		150.00 lb CL150		
07/01/2022	1.00	0.00	1.6000 lb	1.6000 lb



"The Island City"

MEMORANDUM

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

TO: Justin Lakamper, City Manager
FROM: Bryan Pond Superintendent of Water Renewal
DATE: July 19th, 2023
SUBJECT: Annual Purchase of Ferric Chloride

ACTION ITEM:

The City Council should consider approving the purchase of ferric chloride from Webb Chemical of Muskegon Mi. The pricing has been unstable since 2021 and the proposal will lock the price in for six months. Our budgeted cost for one year is \$46,436 based on previous feed rates.

BACKGROUND INFORMATION:

This chemical is necessary to aid settling of solids in the primary tanks, the chemical coagulates and settles solids in the tank. Within the settling of solids phosphorus is also removed as the solids are pumped from the tanks. Our permit to discharge into the Kalamazoo River regulates the level of phosphorus we discharge. Without using this chemical, the plant would not remove enough phosphorus and violate the permit discharge limits and eventually end up in fines by the State of Michigan

ANALYSIS:

Two competitive quotes were solicited and the pricing is as follows.

Webb Chemical PVS product .650/lb. \$11,601/shipment x 4/yr. = \$46,436/yr.
Haviland Chemical Kemira product .667/lb. \$11,921/shipment x 4/yr. = \$47,650/yr.

BUDGET IMPACT: The cost is budgeted for in line item 59-540-752 for FY 23/24.

Bryan D. Pond

From: Ben Bos <bbos@webbchemical.com>
Sent: Thursday, June 22, 2023 12:23 PM
To: Bryan D. Pond
Subject: RE: Plainwell Ferric Chloride Pricing 6-2023

CAUTION: External Email!

Good afternoon Bryan,

Your July 1st rate for Ferric Chloride Solution is \$0.65/lb. (\$1,300/dry ton).

Please let me know how this pricing is received.

Thanks,

Ben Bos

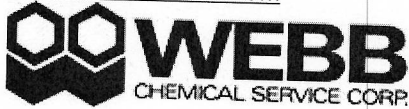
Webb Chemical Service Corp.

Account Manager & Food Market Development

bbos@webbchemical.com

Phone: 231-720-5197

www.webbchemical.com



Delivering value to our Customers, Coworkers, Company and Communities

From: Bryan D. Pond <BPond@plainwell.org>
Sent: Wednesday, June 21, 2023 3:07 PM
To: Kari Maciag <kmaciag@webbchemical.com>
Cc: Ben Bos <bbos@webbchemical.com>
Subject: RE: Plainwell Ferric Chloride Pricing 6-2023

Any information on new Ferric Chloride pricing? Thanks Bryan

Bryan D. Pond
Superintendent
City of Plainwell Water Renewal
129 Fairlane St
Plainwell Mi.49080

The City of Plainwell is an Equal Opportunity employer and provider.



421 Ann St. N.W.
Grand Rapids, MI 49504

Phone: 800 456-1134
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Net 30 Days
SALE AGENT ID
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Transportation Surcharge applies to all orders.

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EFFECTIVE DATE	FROM QUANTITY	TO QUANTITY	UNIT PRICE U/M	BILLING UNIT PRICE U/M
PRODUCT: Chlorine Gas Cylinder				
H005706-CI150		150.00 lb CL150		
10/05/2022	1.00	0.00	2.0500 lb	2.0500 lb
PRODUCT: Ferric Chloride (PIX-311) NSF				
H000200-1#Bulk		1.00 lb Bulk		
09/07/2022	1.00	0.00	0.2737 lb	1,335.0000 DTon
PRODUCT: Havatreat 247				
H007057-TTVNNR		2,700.00 lb Tote		
05/25/2023	1.00	0.00	0.4250 lb	0.4250 lb *
05/18/2023	1.00	0.00	0.4700 lb	0.4700 lb
PRODUCT: Sulfur Dioxide (Liq) SO2				
H005707-CI150		150.00 lb CL150		
07/01/2022	1.00	0.00	1.6000 lb	1.6000 lb

↙ \$1,335 DT / 2000 lbs
= .667 \$/lb.



"The Island City"

MEMORANDUM

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

TO: Justin Lakamper, City Manager
FROM: Bryan Pond Superintendent of Water Renewal
DATE: July 20th, 2023
SUBJECT: Approval of Polymer Purchase FY 23-24

ACTION ITEM: The City Council should consider approving an annual purchase of \$8,800 for polymer from Water Solve of Caledonia Mi.

BACKGROUND INFORMATION: This chemical is necessary to provide coagulation and settling of the negligible solids in the final settling process. Without this chemical the small particulate solids would increase the phosphorus concentrations in our effluent entering the river. This would result in violations of the permit discharge limits for phosphorus, and eventually end up in fines by the State of Michigan

ANALYSIS: There are hundreds of formulas of polymers on the market. When purchasing polymer, product predictability to the customer is essential, as it is batched prepared before delivery. This product has been proven to work well in our treatment process and the percent active solution has been reliable. Therefore, this has become our preferred vendor for this product.

Water Solve, Caledonia Mi
Solve 137 /55-gallon drum \$1,100 (8 barrels /yr.) \$8,800/year
(To date price held since June 2022)

BUDGET IMPACT Funding was budgeted and is available in budget line item 590-540-752



"The Island City"

MEMORANDUM

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

TO: Mayor and City Council
FROM: Justin Lakamper, City Manager
DATE: July 21, 2023
SUBJECT: Professional Services Agreement for Survey Work at 830 Miller Road

ACTION ITEM: The City Council should consider approving the professional services agreement for survey work from Fleis & Vandenbrink for \$9,800, as part of the Miller Road land sale to Profielnorm USA.

SUGGESTED MOTION: Motion to approve the professional services agreement for survey work with Fleis & Vandenbrink for an amount not to exceed \$9,800.

BACKGROUND INFORMATION: As part of the Letter of Intent between the City and Profielnorm we agreed to perform an ALTA / NSPS survey. Since then we have been negotiating the actual purchase agreement and Profielnorm is asking that the City also conduct a topographical survey. We have asked both Wightman and Fleis & Vandenbrink for quotes to provide both the standard ALTA and the Topographical survey.

ANALYSIS: Only Fleis and Vandenbrink provided us with a quote for this work. Wightman responded that it would be weeks before they would be able to give a quote, therefore we only have one quote. The quote from Fleis breaks down to \$3,600 for the standard ALTA survey and \$6,200 for the topographical survey. While I was not anticipating needing to pay for a topographical survey it should not be a deal breaker, based on the overall net profit and significance of the project. I have countered that we split the cost with them for this work, however, I would like approval to pay for all of it should we need to.

BUDGET IMPACT: This will lower the net revenue from the land sale by \$9,800. It will however be an upfront cost on our end before closing and will be paid from the General Fund.

PROFESSIONAL SERVICES AGREEMENT FOR SURVEY WORK

**FLEIS & VANDENBRINK ENGINEERING, INC.
2960 Lucerne Dr SE, Grand Rapids, MI 49546
P:616.977.1000 F: 616.977.1005**

This Professional Services Agreement ("PSA") is entered into between Fleis & VandenBrink Engineering, Inc. ("Surveyor") and **City of Plainwell Michigan**, whose address is **211 N. Main Street, Plainwell, MI 49080** ("Client") where Surveyor agrees to provide services for Client and Client agrees to pay Surveyor, all in accordance with the terms of this PSA.

DESCRIPTION OF PROJECT AND SCOPE OF SERVICES: The description of the Project ("Project") and the scope of services ("Services") provided under this PSA is as follows: **Field and office work to prepare an ALTA / NSPS Land Title survey for a 15.48 acres parcel of land more or less by combining proposed lots 40, 41, and 5 acres north from tax parcel 08-020-056-00 according to site drawing provided by client. Survey to include 2021 Table 'A' options 1, 2, 4, 8, 13, 16, 17, and 18. The client shall provide a current title commitment complete with all the schedule "B" exceptions.**

COMPENSATION OF SURVEYOR: This contract is a Lump Sum Fee contract in the amount of **\$3,600.00. In addition to the contract fee the fee to provide a topo of the 15.5 +/- acres is \$6,200.00.**

Authorized additional services will be provided on an hourly basis plus 1.1 times reimbursable expenses unless otherwise negotiated.

Client shall Pay Surveyor for all Services and reimbursable expenses on a monthly basis or as otherwise stated herein which shall be due and payable within fifteen (15) days of presentation of the invoice. Invoices shall be past due fifteen (15) days after presentation and shall then incur interest at the rate of **18%** per annum, or the highest rate permitted by law, whichever is lower. Reimbursable expenses include the cost of subconsultants.

PAYMENT. If Client fails to make any payment when due, Surveyor may suspend performance of Services hereunder until all past due amounts and accrued interest are paid. Surveyor shall have no liability of any type as a result of suspension of services caused by Client's failure to pay. Payment of all past due amounts and accrued interest is an express condition precedent to any claim or cause of action asserted by the Client. The suspension of Services shall not limit any other remedy available to Surveyor.

If Client objects to any portion of an invoice, Client shall notify Surveyor in writing within seven (7) days of presentation. Client shall identify the disputed charges and shall pay when due that portion of the invoice not in dispute. If the disputed amount of the invoice is resolved in Surveyor's favor and not paid by the invoice due date, interest as stated in the agreement shall be paid by Client on the disputed amount from the original due date.

The Client's Payment of Surveyor's invoices shall not be subject to any right of setoff, and payment shall be due regardless of suspension or termination of this Agreement by either party. If any payment obligation is not paid when due, Client agrees to pay all costs of the collection, including actual attorney's fees through all levels of appeal, whether or not a legal proceeding for collection is commenced as part of the collection process.

CLIENT REPRESENTATIVE. The Client's representative for this Project shall be City Manager, Justin Lakamper, who shall have complete actual authority on behalf of the Client to make all decisions in connection with the PSA.

CLIENT RESPONSIBILITIES. Client shall timely provide Surveyor with all applicable information in its possession and to secure information in the possession of others for Surveyor to complete the Scope of Services. Surveyor shall be able to rely in full on all information provided by Client or Client's representatives and Surveyor shall have no responsibility or liability arising from inaccuracies contained therein. Client shall give Surveyor prompt oral and written notice whenever Client notices, discovers or is made aware of any alleged fault, defect or nonconformance in Surveyor's services.

CHANGES. For all services that were completed due to changes to the Description of the Project and/or the Scope of Services, Surveyor shall be paid by Client on an hourly basis at Surveyor's customary hourly rates, plus 1.1 times reimbursable expenses, unless otherwise negotiated.

CONSULTANTS. Surveyor may engage Consultants and subcontractors to perform, in its sole discretion, all or any portion of the Services.

INDEMNITY. Client indemnifies, defends and holds harmless Surveyor and its agents, consultants and employees, from and against any claim, injury, damage, cost, expense or liability, regardless of the legal theory, including actual attorneys' fees, whether arising before, during or after completion of Services performed under the PSA, caused by, arising out of, resulting from or occurring in connection with the performance of the Services or any activity associated with the Services, whether or not caused in part by the active or passive negligence or other fault of Surveyor excepting only injury to person or damage to property caused by the sole negligence of Surveyor. This indemnity includes but is not limited to any and all claims arising out jobsite safety and/or of the discovery of or the exposure to hazardous material. In the case of claims against Surveyor or any of its consultants, agents or employees by anyone for whose acts Client may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' compensation acts and/or disability benefit acts. This indemnity survives termination of this PSA.

PERFORMANCE STANDARDS. In the performance of this PSA, Surveyor shall exercise the ordinary standard of care of Surveyors in the city, municipality or political subdivision where the Project is located.

LIMITATION OF LIABILITY. Surveyor shall not be liable for any claim, damage, cost, expense or other liability not caused by negligent acts, errors or omissions of Surveyor. The total liability of Surveyor under any legal theory whatsoever, in the aggregate, as well as any claimed liability of Surveyor's officers, directors, employees, or agents or consultants, for any claims arising out of the PSA, shall not exceed the fees actually paid by the Client for the particular Service which forms the basis of the claimed liability.

SITE ACCESS. Client shall be solely responsible for obtaining all site access, easements, and permission from third party property owners for Surveyor to access the Project to perform the Services herein. Client is solely responsible for any claims arising from the disturbance of surface or subsurface soil or water conditions caused by the performance of Surveyor's Services, excepting damages caused by the sole negligence of Surveyor. Surveyor will take reasonable precautions to avoid damage to underground structures and utilities. Client indemnifies Surveyor from any damage caused by or to underground structures and utilities not called to Surveyor's attention, all in accordance with the indemnity provisions herein. Client shall provide Surveyor

with a list of all known hazardous substances on site and a list of protective measures in case of exposure, all in compliance with the current Federal, State and Local Right to Know laws and Federal Hazard Communication Standards.

WAIVER. No delay on the part of any party hereto in the exercise of any right or remedy shall operate as a waiver of such right or remedy and a waiver on anyone (1) occasion shall not be construed as a bar to or a waiver of any subsequent breach of the same or any other provision of the agreement on a future occasion. No waiver by Surveyor of any breach by Client of a provision of this PSA shall be deemed a waiver of any other provision hereof or of any subsequent breach by Client of such provision. Both parties hereby waive all claims to schedule-related and/or consequential damages.

ENFORCEABILITY. This agreement shall be binding upon the parties hereto and their respective successors and assigns.

SEVERABILITY. In the event that anyone (1) or more provisions contained in the agreement shall be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the agreement shall not be affected or impaired.

OWNERSHIP OF INSTRUMENTS OF SERVICE. Surveyor's documents prepared pursuant to this PSA, including those in electronic format, are instruments of service. All reports, plans, drawings, computer files, field data, notes and other documents prepared by Surveyor as instruments of service shall remain the property of Surveyor. Surveyor shall retain all common law, statutory and other reserved rights, including the copyright thereto and all other intellectual property rights. Client shall not use or permit the use of said documents on any other project. Client fully indemnifies Surveyor against any and all claims for unauthorized use.

LIMITED LICENSE. Surveyor grants Client a limited license to use documents prepared by Surveyor subject to the limitations herein. Payment in full for Surveyor's services under this PSA is an express condition precedent to the grant of this limited license. The limited license extends only the Client and is not assignable without Surveyor's prior written consent. The scope of the limited license is limited to Client's use of such documents for this Project only.

DISPUTE RESOLUTION: As an absolute precondition to any claims resolution process, the parties agree to mediate their disputes through a private mediator where each party agrees to bear half the cost of the mediation. Claims and disputes arising out of or relating to this PSA involving claims in the aggregate of less than twenty-five thousand dollars, (\$25,000.00) without interest or attorney's fees and without consideration of counterclaims, shall be decided by a court of competent jurisdiction exclusively in Kent County*, Michigan. The parties acknowledge that the transactions relating to the formation of this PSA took place in Kent County. Client acknowledges that it does business in Kent County, Michigan, including but not limited this transaction. The parties agree that such acknowledgment is prima facie evidence that venue is proper in Kent County, Michigan. Claims and disputes arising out of or relating to this PSA involving claims in the aggregate of greater than twenty-five thousand dollars (\$25,000.00) shall be decided by arbitration in accordance with the applicable rules of the American Arbitration Association. There shall be a single arbitrator. The award shall be final and binding and enforceable in a court of competent jurisdiction. In either arbitration or litigation, the prevailing party shall be entitled to recover its attorney's fees and costs through all levels of appeal. Jurisdiction, venue and the hearing locale for all arbitrations or litigation shall lie exclusively in Kent County, Michigan.

NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries to this PSA and the Services provided herein are exclusively for the direct benefit of the Client indicated above. Client shall ensure that all other agreements relating to this project reflect that there are no third-party beneficiaries to this PSA.

ASSIGNMENT. This is a professional services contract and is non-assignable without the express written consent of Surveyor.


MISCELLANEOUS. No additional or contrary terms, whether contained in an order, acknowledgment, or other document from Client, shall be binding upon Surveyor unless agreed to in writing signed by an authorized representative of Surveyor, and Surveyor expressly rejects all such additional or contrary terms as may be contained in Client's documents. The terms in this PSA will have precedence over any other terms expressed by the Client's authorization process such as a purchase order. Surveyor's performance is conditioned on Client's unmodified consent exclusively to this PSA. Surveyor shall have the right to correct any errors, whether clerical or mathematical, which are contained in this PSA. Unless otherwise specifically indicated in writing or otherwise required by law and paid for by Client, there are no Performance or Payment bonds required on this Project. This PSA shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. This PSA shall be governed by the laws of the State of Michigan. This contract sets forth the entire agreement between Surveyor and Client. This is a fully integrated contract.


IN WITNESS WHEREOF, the parties hereto have made and entered into this PSA. To be valid, this PSA must be signed by an authorized representative of Fleis & VandenBrink Engineering, Inc.

CLIENT
CITY PLAINWELL MICHIGAN

SURVEYOR
FLEIS & VANDENBRINK ENGINEERING, INC.

By: _____
Justin Lakamper
Title: City Manager
Date: _____

By:  7-19-2023
Craig Shumaker, PE. MI 6201040113
Title: Senior Vice President

By: 
Kevin Banfield Cleaver, PS 4001029242
Title: Survey Group Manager
Date: July 18, 2023



PLAINWELL PUBLIC SAFETY

Police, Fire and Medical First Responder Services

MONTHLY REPORT

June 2023

Prepared by Director Kevin Callahan

Plainwell Department of Public Safety

Scheduled Hours By Activity for June 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
920

Percentage of Total Hours

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.

82 8.88%

218 23.69%

276 29.97%

345 37.46%

575 62.54%

Plainwell Department of Public Safety

Complaints/Activities for June 2023

ARRESTS

CUSTODIAL ARRESTS	3	<i>An individual taken into custody for a criminal offense and jailed for that offense.</i>
ARREST COUNTS	9	<i>Criminal complaints or cases cleared by the custodial arrest or issuance of a warrant(s).</i>

TRAFFIC ENFORCEMENT & CITATIONS

HAZARDOUS CITATIONS	9	<i>Uniform Law Citations issued by officers to individuals for moving traffic violations. (Drag racing, Speeding, etc.)</i>
NON-HAZARDOUS CITATIONS	3	<i>Uniform Law Citations issued by officers to individuals for NON-moving traffic violations. (Registration, Equipment, Etc.)</i>
DRUNK DRIVING CITATIONS	0	<i>This is an activity that we specifically monitor that would normally be considered a hazardous citation.</i>
PARKING CITATIONS	0	<i>Citations issued in violation of city ordinance. This would include Overnight Parking, Time Limitation Parking, etc.</i>
VERBAL WARNINGS	10	<i>Traffic enforcement where no citation was issued but warnings were given.</i>
TOTAL TRAFFIC CITATIONS/WARNINGS	22	

COMPLAINTS

ORIGINAL DISPATCH COMPLAINTS	198	<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	29	<i>Complaints observed by the officer while on patrol or came to their attention by personal observation.</i>
TOTAL COMPLAINTS	227	

OTHER ACTIVITIES

MOTORISTS ASSISTS	25	<i>Motorist contacts caused by mechanical breakdown or similar problem.</i>
PROPERTY INSPECTIONS	0	<i>Checks of homes or business specifically requested by a home or business owner.</i>
MOTOR VEHICLE ACCIDENTS	4	<i>Total motor vehicle accidents both on public roads or private property.</i>
COMMERCIAL BUILDING SECURITY CHECK	2,014	<i>Nightly security inspections of business' conducted by officers to assure windows and doors are locked.</i>
FOUND UNSECURED	0	<i>The number of business' found unlocked or unsecured.</i>

Classification of Crimes Reported

File Class	CRIMES AGAINST PERSON	June	Year to Date
900	Murder and Non-Negligent Manslaughter	0	0
1000	Kidnapping	0	0
1100	Sexual Assault	0	5
1200	Robbery	0	0
1300	Aggravated & Non-Aggravated Assault	5	32
PROPERTY CRIMES			
2000	Arson	0	0
2100	Extortion	0	0
2200	Burglary	0	3
2300	Larceny	5	20
2400	Motor Vehicle Theft	0	3
2500	Forgery/Counterfeiting	0	0
2600	Fraudulent Activities	1	9
2700	Embezzlement	0	0
2800	Stolen Property - Buying, receiving	0	0
2900	Damage to Property	1	5
3500	Violation of Controlled Substances Act	3	6
MORALS/DECENCY CRIMES			
3600	Sex Offenses (Other than Sexual Assault)	0	0
3700	Obscenity	0	0
3800	Family Offenses	0	3
4100	Liquor Violations	0	5
PUBLIC ORDER CRIMES			
4800	Obstructing Police - Offenses Which Interfere with Investigations	0	0
4900	Escape/Flight - Fleeing and Eluding a Officer's Custody	0	1
5000	Obstructing Justice	1	26
5200	Weapons Offenses	0	3
5300	Public Peace	3	25
5400	Traffic Investigations - Any Criminal Traffic Complaints	3	19
5500	Health and Safety	14	58
5600	Civil Rights	0	0
5700	Invasion of Privacy	0	5
6200	Conservation Law Violation	0	0
7300	Miscellaneous Criminal Offense	0	0
GENERAL NON-CRIMINAL			
9100	Juvenile/Minor/School Complaints	2	10
9200	Civil Custody	0	6
9300	Traffic Non-Criminal (Reports Only - Does not include Citations Issued)	0	6
9400	False Alarm Activation	3	29
9500	Fires (Other than Arson)	1	3
9700	Accidents, All Other	9	62
9800	Inspections, Unfounded FIRS	4	0
9900	General Assistance (All Except Other Police Agencies)	56	465
9911 & 9912	General Assistance (Other Police Agencies)	75	392
FIRS	Medical First Responder	45	201



June Reports for Plainwell Department of Public Safety

PRIORITY 1 ASSISTS OUTSIDE OF JURISDICTION

The Plainwell Department of Public Safety was dispatched to 75 calls for assistance outside the city limits of Plainwell by Allegan County Central Dispatch.

These calls were classified as priority 1 assists.

Fire Suppression/Call Out Incident Report

Date	Dispatch Time	Arrival Time	Location	Incident Type	Actions taken	Apparatus	PSO	POC
06/14/2023	14:08	14:14	M-89 / N US 131 49B	Grass Fire	Extinguish	C1, C2, E11	3	3
06/14/2023	16:08	16:12	629 10 th St	Grass Fire	Extinguish	C6	1	0
06/18/2023	19:43	19:50	416 Naomi	CO Alarm	Evacuate, Notify Others	C5, E11	2	5
06/19/2023	10:58	11:09	9155 N Riverview	Vehicle Accident	Provide Apparatus & Water	C1, C5, E11, E17, T63	5	5
06/23/2023	18:43	18:45	200 Allegan St	Gas - No Incident Found	Investigate	C5	1	0
06/24/2023	18:45	19:01	Kalamazoo River	Person Search	Provide Equipment, Manpower, Search & Rescue	C5, S62, T63, Boat	1	3
06/30/2023	14:56	15:04	US 131 49mm	Grass Fire	Extinguish	C1, E11	2	4

Calls for Service at Plainwell Schools

Plainwell High School: 1
684 Starr Road

Gilkey School: 2
707 S. Woodhams Street

Plainwell Middle School: 0
720 Brigham Street

Starr Elementary: 1
601 School Drive

Early Childhood Development: 0
307 E. Plainwell Street

Renaissance School: 0
798 E. Bridge Street

Admin, Maintenance & Bus Garage: 0
600 School Drive

Ordinance Report

There was a total of eight new ordinance violations in June. Seven ordinance violation notices were given out to violators – the letters were for grass violations, parked illegally, and improper trash disposal.

Two ordinance fines were issued for unresolved grass and debris violations, and payment has not been received. Six violation cases were resolved and closed. Two violation cases remain unresolved from June – both will be receiving a civil infraction letter in July if the issue is not resolved.

Water Renewal

Superintendent: Bryan Pond

June 2023



Significant Department Actions and Results

Pump capacity (drawdown tests) were done at Peach Ct lift station for capacity issues resulting from the Old Orchard sewer project.

All of our lift stations were cleaned as part of our biennial cleaning program. This removes all of the debris and heavy material which could clog the pumps and cause service disruptions.

The Dystor building interior painting was completed by staff as part of ongoing building maintenance.

Two of four MBBR cells were removed from service for summer operation.

Pending Items (including CIP) FY 21/22

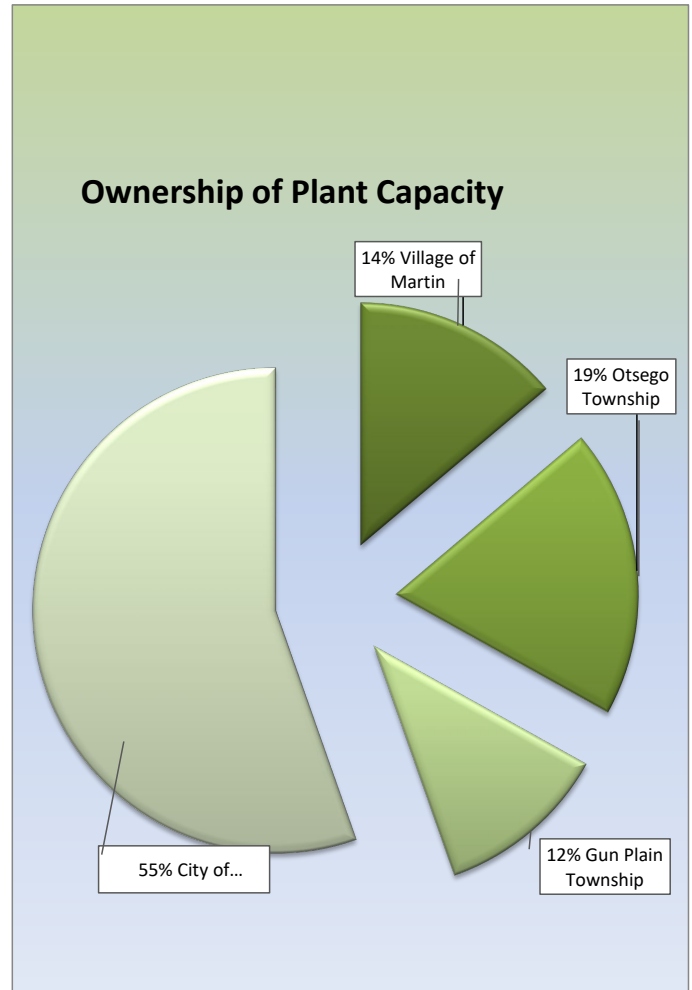
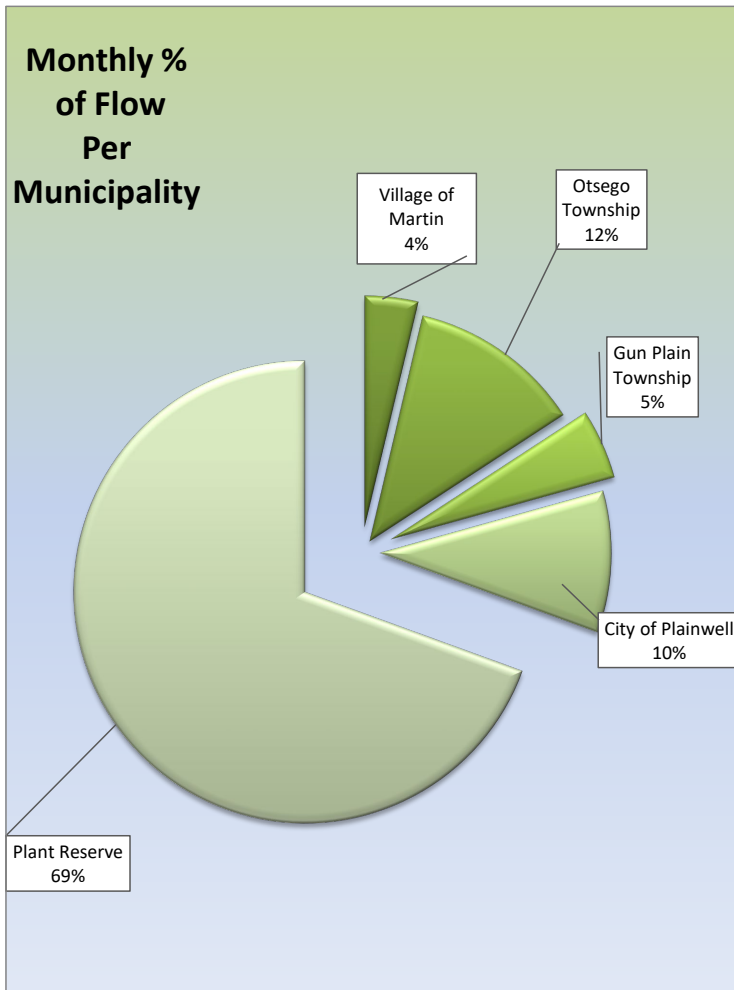
Expenditure Summary/Issues

		<u>(budgeted)</u>	(completed)
New non clog pumps for 12th St lift station (2)	\$16,750	\$33,500	complete
Clean Dystor, last cleaned 2005 & digesters last cleaned 2013		\$50,000	complete
New Dystor Cover Installed, 2005 cover removed		<u>\$318,000</u>	complete
		401,500	

Monthly Flow Data

Our permitted volume of treatment is 1,300,000 gallons per day. The table and graph below shows the breakdown of average monthly flow from our customer communities, the percent ownership of our customer communities.

	Total Gallons	Permitted Daily Flow Gallons	Reserve	Ownership of Plant Capacity
Village of Martin	905,140			
Gun River MH Park	483,000			
US 131 Motor Sports Park	50,930			
Total:	1,439,070			
AVG. DAILY:	41,116	180,000	77%	14%
Otsego Township	Total: 4,732,099			
	AVG. DAILY: 135,203	250,000	46%	19%
Gun Plain Township	Total: 1,220,000			
North Point Church	2,000			
North 10th Street	316,297			
Gores Addition	360,000			
AVG. DAILY	54,237	150,000	64%	12%
City of Plainwell	Total: 3842602			
	AVG. DAILY: 128086.73	720,000	82%	55%
Avg. Daily Plant Flow from entire service district	0.37			



State Required Reporting Compatible Pollutants

MI State Requirement	City Benchmark	Monthly Avg. Reported/MDEQ
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Carbonaceous Biochemical oxygen demand (CBOD-5):

25 mg/l	15	5.81
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This test measures the amount of oxygen consumed by bacteria during the decomposition of organic materials. Organic materials from wastewater treatment facility act as a food source for bacteria.

TOTAL SUSPENDED SOLIDS (TSS):

30 mg/l	15	10
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Includes all particles suspended in water which will not pass through a filter. As levels of TSS increase, a water body begins to lose its ability to support a diversity of aquatic life.

PHOSPHORUS (P):

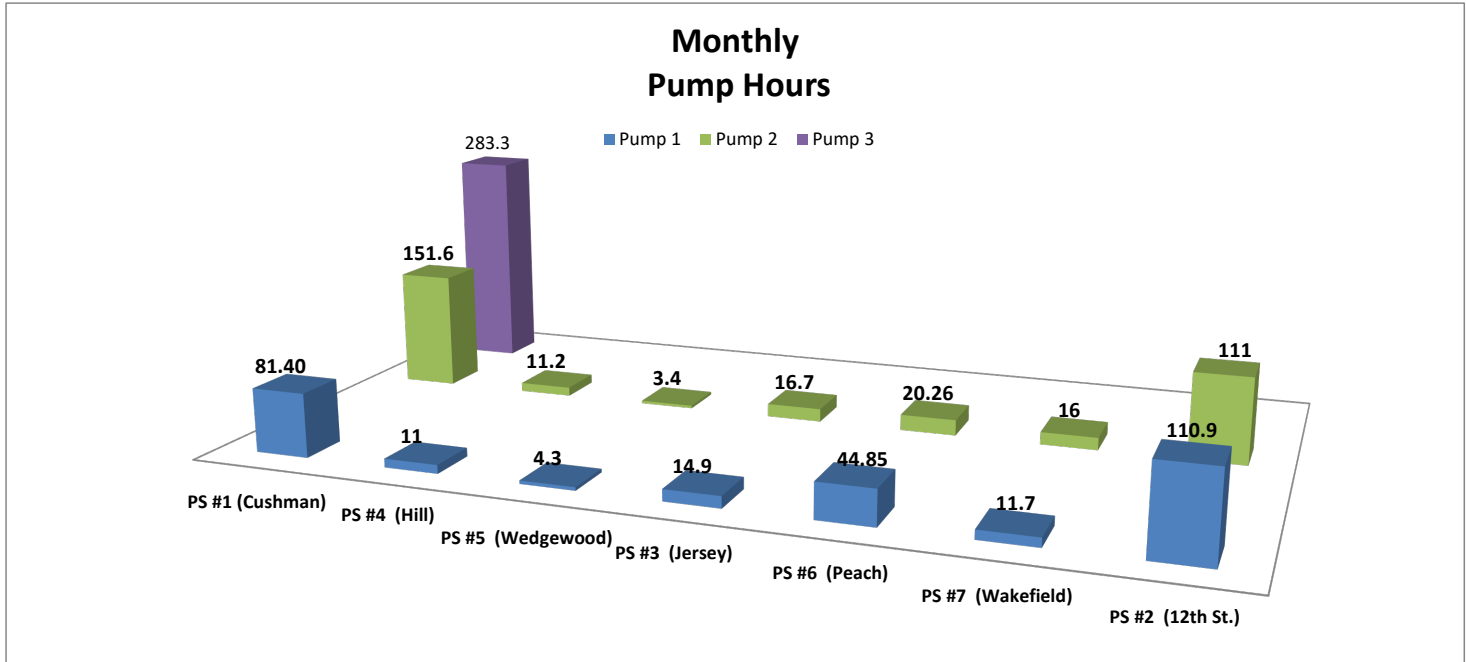
1.0 mg/l	0.45	0.30
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Controlling phosphorous discharges is a key factor in preventing eutrophication of surface waters. Eutrophication is caused by water enrichment of inorganic plant nutrients. Eutrophication negatively effects water bodies due to increases in algal blooming, causing excessive plant growth which depletes dissolved oxygen in the river which is necessary for aquatic life to survive.

Total Coliform (COLI):

200counts/ml	50	2
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A group of bacteria found in soil, on vegetation and in large numbers in the intestine of warm-blooded animals, including humans. Water is not a natural medium for coliform organisms and their presence in water is indicative of some type of contamination.



Pumps convey the waste where gravity sewers cannot, run times are a indicator of how the station is operating and being maintained.

**MINUTES
CITY OF PLAINWELL
PARKS & TREES COMMISSION
June 15, 2023**

1. The meeting was called to order at 5:01 PM.
2. Roll Call: Present: Marsha Keeler, Shirley DeYoung, Cory Redder, and Public Works Superintendent Bob Nieuwenhuis and Council Member Todd Overhuel, also present our new City Manager Justin Lakamper. Absent: Bunny LaDuke and Matthew Bradley.

3. Approval of Minutes:

Cory Redder moved to accept and place on file the minutes of, May 11, 2023. Marsha Keeler supported the motion. On voice vote, motion carried unanimously.

4. Parks:
Bob reported that a fence along Hicks Park & M-89 would be going up June 19th 2023. Tuesday the Food Truck Rally will be here in Pell Park. He also let the board know that Rodd had a great idea to have the greenhouse plant the flowers for the street concrete planters. It would save a lot of time.

Sherwood Park Maintenance Report – Shirley DeYoung

Shirley reported that she went through tonight and the park looks wonderful, plants look good and the cancer bed looks nice.

Pell Park Maintenance Report – Marsha Keeler

Marsha reported that the park looks great.

Hicks Park Maintenance Report – Matthew Bradley

Matthew was not able to make the meeting.

Cook Park Maintenance Report – Cory Redder

Cory reported that the park was very busy. The pickle ball courts were busy. The flowers looked nice. The upper part of the park the flower garden looked dry is the water working up there.

Kenyon Park Maintenance Report – Bob Nieuwenhuis

Bob/Todd reported that it looked very dry and there were many cars because TMD was redoing their parking lot.

Darrow Park Maintenance Report – Bunny LaDuke

Bunny was unable to make the meeting but Marsha went by and said the park was good.

River walk, Band Shell & CBD Maintenance Report – Cory Redder

Cory reported that he walked on the boardwalk and there were nails popped out. He said the river walk looked good. He noticed a bunch of scrap metal. Bob said we would be taking care of that if they do not come back. He also mentioned that the railing on the trestle bridge was loose again.

5. New Business

A. None

6. Open Business

A. None

7. Public Comments
None.
8. Staff Comments
The Truck Rally is coming next Tuesday June 20, 2023 from 5 – 7.
9. Chairman's Report
None.
10. Commissioners' Comments
None.
11. Items for Next Agenda
None.
12. Next Meeting
The next meeting will be Thursday July 13, 2023 at 5 PM.
13. Adjournment

Shirley DeYoung 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 5:41 PM.

Minutes Respectfully Submitted,
Cheryl Pickett

Minutes
Plainwell DDA, BRA, and TIFA:
July 11, 2023

1. Call to Order - Meeting called to order at 7:31 a.m. by Hopkins
2. Pledge of Allegiance
3. Roll Call
Members Present: Randy Wisnaski, Adam Hopkins, Paul Rizzo, Justin Lakamper,
Excused: Angela Ridgway, Nick Larabel, Paul Rizzo
Approval of Minutes of 06/13/23: Minutes were approved to place on file.
4. General Public-None
5. Chairman's Report: Mention W. Bridge and N. Main Bridge work looks good
6. BRA Action Items
 - A. Lead Abatement on buildings; the project is back on track, 3 good days w/out compliance issues.
 - B. Motion to accept accounts payable for June of \$19,529.35 was made by Wisnaski and seconded by Turley. All in favor vote. Motion carried.**
7. DDA Action Items
 - A. Progress Report on the Rental Rehab – discussion on the project and finalized reports
 - B. Motion to accept accounts payable for June of \$447.39 was made by Turley and seconded by Wisnaski. All in favor vote. Motion carried.**
8. TIFA Action Items
 - A. Update on Industrial Park 52 Acres – 25 acres pending sale. 10 Acres to Nobis and 15 acres to Profielnorm. Leaving approximately 25 acres still available for sale.
 - B. Motion to accept accounts payable for June of \$517.74 was made by Turley and seconded by Wisnaski. All in favor vote. Motion carried.**
9. Communications: 05/22/23 and 06/12/2023 Council Minutes. Also, the Financial Report/ Summary as of 06/30/2023 was approved and placed on file.
10. Public Comments: None
11. Staff Comments: Community Development Manager, Siegel reported:
Events: Food Truck Rallies, Concerts at the Bandshell, Farmers' Market
Businesses: Sale pending on Bridge St. Deli; Dean's Ice Cream; New owners of Old Plank have leased the restaurant portion, Bloom, opening mid to late August.
Site plans – Mosaic Distillery is in the final stages
Member Comments:
Hopkins – Powered wash and painted the back of Design Street.

Adjournment: A Motion to adjourn the meeting at 8:13 a.m. was made by Turley and seconded by Wisnaski.

Submitted by Denise Siegel, Community Development Manager

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF
MICHIGAN GAS UTILITIES CORPORATION
CASE NO. U-21327

Received
JUL 17 2023
City of Plainwell
Office of the City Clerk

- Michigan Gas Utilities Corporation requests Michigan Public Service Commission to authorize MGUC to implement its biennial 2024-2025 EWR plan, including alternative compliance payments.
- The information below describes how a person may participate in this case.
- You may call or write Michigan Gas Utilities Corporation, 899 S. Telegraph Rd., Monroe, MI 48161, 734-457-6137 for a free copy of its application. Any person may review the documents at the offices of Michigan Gas Utilities Corporation or on the Commission's website at: michigan.gov/mpscedockets.
- A pre-hearing will be held:

DATE/TIME: Thursday, August 17, 2023 at 9:00 AM

BEFORE: Administrative Law Judge Katherine Talbot

LOCATION: Video/Teleconferencing

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8096, or by email at mpscedockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Michigan Gas Utilities Corporation (MGUC)'s June 28, 2023 application requesting the Commission to: 1) determine that MGUC's proposed payments of \$4,508,222 be paid to the Administrator in 2024 and \$4,054,886 in 2025 to the Administrator satisfy its obligations under PA 295, as amended by PA 342, and 2) grant MGUC additional relief as the Commission deems necessary.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by August 10, 2023. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Michigan Gas Utilities Corporation (MGU)'s attorney, Sherri A. Wellman, One Michigan Ave., Ste. 900, Lansing, MI 48933.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21327**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 2008 PA 295, as amended, MCL 460.1001 et seq., and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

Reports & Communications:

A. Fees for Curbside Recycling and Bulk Trash Pickups

The City has offered monthly curbside recycling to all residential dwellings for many years. Those same dwellings, along with some larger apartment communities and the mobile home park, can participate in a semi-annual bulk trash pickup. The City administers the contract for these pickups and charges a fee to all the participants based on the current contract pricing. The City has been evaluating several options for how to bill these fees and most recently recommend special assessment districts. Per Council's direction, the billing options were reviewed again and this fee-based resolution most closely mirrors how the fees have historically been charged and meets Council's direction to keep the process the same as it has been in the past.

Recommended action: Consider adopting Resolution 2023-25 establishing fees for monthly curbside recycling and semi-annual bulk trash pickups to be collected on the 2023 Winter Tax Bill.

B. WR – Annual Purchase of Chlorine and Sulfur Dioxide for Plant Operation

This is a request from Superintendent Pond to enter into a 3-year consider approving a contract with Haviland Products for the annual chlorine and sulfur purchase in the amount of \$14,600.00 contract for the maintenance of generators at the Plant and at the lift stations on Cushman and 12th Street. The annual cost is built into the operating budget.

Recommended action: Consider approving a contract with consider approving a contract with Haviland Products for the annual chlorine and sulfur purchase in the amount of \$14,600.00 Cummins Sales and Service for lift station and plant generator maintenance services in the amount of \$5752.35 (\$1917.45/year for 3 years).

C. WR – Annual Ferric Chloride Purchase

Water Renewal uses certain chemicals in their operations and purchases those chemicals on an annual basis. Two companies provide ferric chloride. Superintendent Pond recommends purchasing the product through Webb Chemical.

Recommended action: Consider approving a contract with Webb Chemical for the annual ferric chloride purchase in the amount of \$46,436.00.

D. WR – Annual Polymer Purchase

Water Renewal uses this product in their treatment process and purchases the product on an annual basis. The quoted price is unstable and will be approximate throughout the year due to the volatile pricing in the petroleum market. Superintendent Pond recommends purchasing the product through Water Solve.

Recommended action: Consider approving a contract with Water Solve for the annual polymer purchase in the amount of \$8,800.00.

E. Professional Services Agreement for Survey Work at 830 Miller Road

As part of the Letter of Intent between the City and Profielnorm we agreed to perform an ALTA / NSPS survey. Since then we have been negotiating the actual purchase agreement. Profielnorm is asking that the City also conduct a topographical survey. We asked both Wightman and Fleis & Vandenbrink for quotes to provide both the standard ALTA and the Topographical survey. Only Fleis & Vandenbrink provided a quote for this service.

Recommended action: Consider approving the service agreement with Fleis & Vandenbrink Engineering, Inc. for surveying and combining proposed lots 40 and 41 with an additional 5 acre designated parcel at 830 Miller Road for the amount of \$9,800.00.

Reminder of Upcoming Meetings

- August 2, 2023 – Plainwell Planning – 6:30pm
- August 8, 2023 – Plainwell DDA/BRA/TIFA – 7:30am
- **August 14, 2023 – Plainwell City Council – 7:00pm**
- August 17, 2022 – Plainwell Parks & Trees – 5:00pm

Non-Agenda Items / Materials Transmitted

- Public Notice – MI Gas Utilities Corp. Gas Customers – August 17, 2023 9:30am