

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, February 26, 2024 - 7:00PM

Plainwell City Department of Public Safety

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes** – 02/12/2024 Regular Meeting
6. **General Public Comments**
7. **County Commissioner Report**
8. **Agenda Approval**
9. **Mayor’s Report**
10. **Recommendations and Reports:**
 - A. **Special Event Permit 24-06 – Dean’s Ice Cream**
Council will consider approving Dean’s Ice Cream Special Event Permit.
 - B. **Emergency 6-month contract with Evoqua Water Technologies for Bioxide and equipment rental**
Council will consider approving a six-month contract, covering February 2024 - July 2024, with Evoqua Water Technologies to provide Bioxide and equipment rental for \$16,492.12.
 - C. **Flower Planter purchase**
Council will consider approving the purchase of 12 black steel planters from Global Industrial for \$5519.40.
 - D. **Sale of William Crispe building**
Council will consider approving the sale of 203 W. Bridge St. to Comfort Living Home, LLC for a purchase price of \$115,000 and authorize City Manager Justin Lakamper to execute the sale.
11. **Communications:** The January Department of Public Safety and Water Renewal reports, the draft 01/22/2024 Parks & Trees minutes, draft 02/13/2024 DDA minutes and draft 02/21/2024 Planning Commission minutes.
12. **Accounts Payable - \$928,344.81**
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.

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MINUTES
Plainwell City Council
February 12, 2024

1. Mayor Keeler called the regular meeting to order at 7:00 PM in City Hall Council Chambers.
2. The invocation was given by Steve Smail of Lighthouse Baptist Church.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Overhuel, Councilmember Keeney and Councilmember Wisnaski. Absent: None.
5. Approval of Minutes:
A motion by Steele, seconded by Overhuel, to accept and place on file the Council Minutes of the 01/22/2024 regular meeting. On a voice vote, all voted in favor. Motion passed.
6. Public Comment: None.
7. County Commissioner Report: None.
8. Agenda Amendments: None.
9. Mayor's Report: Mayor Keeler reported that Judy Schumaker had fallen and was recovering, and asked for prayers for her recovery.
10. Recommendations and Reports:
 - A. Community Development Manager Siegel reported on the Southwright Apartments Project rental rehabilitation grant and detailed the work that had been accomplished. She stated that of the four apartments, three are low income.
A motion by Overhuel, seconded by Keeney, to open a Public Hearing at 7:04pm to allow comment on the Southwright Apartments rental rehabilitation project CBDG grant. On a roll call vote, all in favor. Motion passed.

No public comment.

A motion by Steele, seconded by Overhuel, to close the Public Hearing at 7:05pm. On a roll call vote, all in favor. Motion passed.

A motion by Overhuel, seconded by Steele, to receive the final report and closeout the Southwright Apartments rental rehabilitation project CBDG grant. On a roll call vote, all in favor. Motion passed.
 - B. Superintendent Nieuwenhuis discussed a Purchase Order for preferred vendor AIS in the amount of \$10,000. The original request was for a blanket PO, but it was determined that a standard PO was the best choice for the services needed.
A motion by Overhuel, seconded by Steele, to approve the PO for AIS in the amount of \$10,000.00. On a roll call vote, all voted in favor. Motion passed.

- C. Treasurer/Finance Director Kelley reported on Resolution 2024-07 (Res No. 2), which is the next step in the Old Orchard project Special Assessment District. Council adopted Resolution 2024-06 on January 22, 2024 creating the Special Assessment District 24-01, which allowed all affected parcels to be identified and costs for improvements to be estimated. 57 parcels have been identified, with an estimated project cost of \$1,162,853.93. Resolution 2024-07 (No.2) declares an intent to make public improvements, tentatively declaring the necessity of public improvement, tentatively designating a special assessment district, tentatively approving the costs of making the improvements, tentatively declaring the portion of the costs to be defrayed by the special assessment district and setting a Public Hearing on the City of Plainwell Special Assessment District 24-01. **A motion by Steele, seconded by Keeney, to adopt Resolution 2024-07 (No.2) as presented. On a roll call vote, all voted in favor. Motion passed.**
- D. Superintendent Pond reported that during routine shut down, cleaning and maintenance of the onsite plant water well, the variable frequency drive (VFD) and pump motor failed, and the galvanized discharge pipe had developed pin holes. Replacing these items and restoring function to the water well is necessary to avoid paying for City water. The cost of repair will be recouped in 6 and a half months. **A motion by Wisnaski, seconded by Keeney, to approve the quote with Peerless Midwest for the installation of a new well pump, new 3" PVC ball valve and variable frequency drive for a total cost of \$14,492.12. On a roll call vote, all voted in favor. Motion passed.**
- E. Superintendent Nieuwenhuis discussed scrapping the old water meters and parts. **A motion by Keeney, seconded by Wisnaski, approving the scrap of old meters and parts from the water meter change out at Alliance Metal Recycling by the Department of Public Works. On a roll call vote, all voted in favor. Motion passed.**
- F. Director Callahan reported that the bulk of the City's fire hose failed annual testing and inspection. Fire hose was last purchased in 1999. **A motion by Keeney, seconded by Wisnaski, to approve the purchase of twelve sections of 2 ½" x 50' fire hose and six sections of 1 ¾" x 50' fire hose from Dinges Fire Company for a cost of \$5,448.76. On a roll call vote, all voted in favor. Motion passed.**
11. Communications:
A motion by Steele, seconded by Overhuel, to accept and place on file the January 2024 Investment and Fund Balance reports. 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 \$511,932.12 for payment of same. On a roll call vote, all voted in favor. Motion passed.
13. Public Comments: A City resident mentioned how well Utility Billing Specialist Penny Soper has been handling the communication with Plainwell residents during the water meter change over. Penny has mailed letters, made phone calls, and answered questions from City residents with patience and kindness. She has consistently maintained professionalism during this challenging project. Plainwell is lucky to have Penny.
14. Staff Comments:
Treasurer/Finance Director Kelley reported that property taxes are due this week, and he is preparing for the election with Clerk Leonard, noting the Early Voting begins this Saturday at 8:00am.

Personnel Coordinator Kersten stated that W2 forms have been completed and she is working on the annual MiOsha report. Nationwide, the company that handles the City's retirement plan, has recently updated its online platform, and she is working with them correcting issues caused by the transition.

Superintendent Nieuwenhuis reported that the meter change out project with PMI has gone very well. PMI has done a great job, and several City residents have shared having positive experiences working with them. The new meters will hopefully be live in March.

Community Development Manager Siegel shared that she is working on the National Fish and Wildlife PFAS amendment. The Rental Rehab grant is now officially closed out. She secured two \$2,500 grants for local business to be used toward online website design. One grant was awarded to A Bushel and a Peck, and the other to Passiflora. The Chocolate Stroll was a huge hit this year. Downtown businesses were packed, and the Farmer's Market had record attendance at more than 400 guests. After a slow January, the Chocolate Stroll brought awareness and patronage back to downtown businesses.

Superintendent Pond reported filing paperwork with the State of Michigan to discontinue extra PFAS testing stemming from a single test last year that was out of range. Every test since has been within the limits set by the State.

Director Callahan shared that Shop-With-a-Hero in December was a great success. 150 Plainwell Community School system students participated, with each child receiving \$175. The State held a tire sale, and DPS was able to purchase tires at a heavily discounted price. The Nottawaseppi Huron Band of Potawatomi of Battle Creek donated 3 tasers and supporting supplies to DPS.

Clerk Leonard reported that Early Voting begins this Saturday, and she is looking forward experiencing an election first hand. She thanked Finance Director/Deputy Clerk Kelley for being an excellent trainer/mentor and for the extra hours and effort he has put into helping her and preparing for Early Voting.

Manager Lakamper shared that he has a ratings call scheduled next week for the Bond Sale. He stated that he is working with Director Callahan researching blight enforcement best practices, with a focus on International Property Management Code (IPMC). The Planning Commission will be reviewing the Profielnorm Site Plan at the next meeting. The closing with Profielnorm is scheduled for the end of the month.

15. Council Comments:

Mayor Pro-Tem Steele shared that she had a wonderful experience working with PMI during her water meter change out. It only took about 10 minutes, and the service technician was a fellow dog lover. She also thanked Community Development Manager Siegel for a fantastic, fun Chocolate Stroll Event.

Councilmember Keeney stated that his experience during water meter change out with PMI was quick and easy as well.

16. Adjournment:

A motion by Steele, seconded by Overhuel, to adjourn the meeting at 7:47 PM. On a voice vote, all voted in favor. Motion passed.

Minutes respectfully
Submitted by,
JoAnn Leonard
City Clerk

MINUTES APPROVED BY CITY COUNCIL
February 26, 2024

JoAnn Leonard, City Clerk



"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 # 24-06

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: 2/14/20

Applicant Information:

Contact Name: Cassidy Brennan
 Address: 931 10th Street City: Plainwell Zip: 49080
 Phone: 269-993-3196 Email: cassidy@deansicecream.com

Sponsoring Organization/Business: Dean's Ice Cream INC

Address: 307 N Sherwood Ave City: Plainwell Zip: 49080
 Phone: 269-865-6641

Nonprofit Profit

Event Information:

Date of Event 4/15/24 - 10/7/24 Event Start Time: 4pm Event End Time: 8pm

Type of Event: Car show Name of Event: Cruise in

Number of People Expected to Attend: 100

Location of event:

- Thurl Cook Park Sherwood Park
 Kenyon Park Hicks Park
 Fannie Pell Park Other: On Sherwood between Sterling st and Oak st
 Band Shell

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



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S:\Administration\Permits\Special Event or Park Reservation Permit\2021 Special Event Permit Application.docx

paid

Event Details:

Please describe in detail the activities planned:

Is this a fund-raising event? If yes, what is it for? No

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

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

Facebook

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

Block of Sherwood between Sterling st and Oak st

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): Barricades for road closer

*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.



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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): Cassidy Brunnon Date: 2/14/2024
Signature of Officer of Sponsoring Organizations: Cassidy Brunnon Date: 2/14/2024
Title: Vice President

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: Cassidy Brunnon Date: 2/14/2024

Please Send Completed Applications To:

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

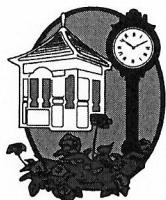
Administrative Use Only:

Received by: DS Date: 2/14/24 Amount paid: \$ 50 cash/CC/check # 013759

- | | | |
|---|--|---|
| <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 |



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MEMORANDUM

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

TO: City Council / Justin Lakamper, City Manager
FROM: Bryan Pond, Superintendent Water Renewal Plant
DATE: 2/20/2024
SUBJECT: Contract for Bioxide Evoqua Water Technologies February 2024-July 2024

SUGGESTED MOTION: I motion to approve the six-month contract with Evoqua Water Technologies, to provide Calcium Nitrate trade name "Bioxide" \$15,492.12. The monthly rental fee for the equipment of \$200/month for \$1,000 totaling \$16,492.12 for this contract period to end July 31st, 2024.

BACKGROUND INFORMATION: This City was in a contract which ran through October of 2023 and has expired. For this contract they have held the per gallon pricing at \$3.81 from the last contract, as well as lowered the rental fee from \$300/month to \$200/month at my request. The chemical is used to treat hydrogen sulfide gas created in the sewage force main between Martin and Plainwell. The Village of Martin has agreed to pay eighty percent of the chemical cost and rental fee. The City checks the feed rate daily of which no cost is invoiced to the Village for this service.

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

Evoqua Water Technologies LLC \$16,492.12

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



eVOQUA

WATER TECHNOLOGIES

February 16, 2024

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

**RE: 2024-2025 BIOXIDE® FULL-SERVICE ODOR CONTROLSM PROGRAM
CITY OF PLAINWELL, MICHIGAN
Evoqua Quote No. Q240215LF1**

Dear Mr. Pond:

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

The new price for BIOXIDE® will be \$3.81 per gallon delivered in minimum 2,000-gallon bulk loads. This pricing will take effect on February 1, 2024, and remain firm through July 31, 2024. The \$200 monthly equipment rental fee shall remain the same. The above price is for BIOXIDE and includes two maintenance and optimization services per year.

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

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

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

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

Sincerely,

Evoqua Water Technologies LLC

Alan Armstrong

Alan Armstrong
Technical Sales Representative

RE: 2024-2025 BIOXIDE® FULL-SERVICE ODOR CONTROLSM PROGRAM
CITY OF PLAINWELL, MICHIGAN
Evoqua Quote No. Q240215LF1

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

Accepted by:  _____

This 21 day of 02 Year 2024

By: Justin Lakemper _____

Title: City Manager _____

Company: City of Plainwell _____

EVOQUA WATER TECHNOLOGIES LLC

Standard Terms of Sale

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

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.



“The Island City”

MEMORANDUM

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

TO: City Council / Justin Lakamper, City Manager
FROM: Robert Nieuwenhuis
DATE: February 23, 2024
SUBJECT: Flower Planters

SUGGESTED MOTION: I motion to approve the purchase of 12 flower planters from Global Industrial for \$5519.40 plus shipping.

BACKGROUND INFORMATION: The City is looking to have less flowers that we plant and more flowers grown from the greenhouse. When the flowers come from the greenhouse pre-grown they have an immediate impact and less chance of dying from the elements. We need to purchase 12 more black steel planters to completely uniform all the planters in the City. We where are able to find two companies that manufacture the same product that we currently have. Listed below are the costs from the manufactures.

Global Industrial \$459.95 per planter
Victor Stanley \$855.00 per planter

ANALYSIS: These are 18-gallon planters instead of 20-gallon planters, the process of changing to the smaller planters will save the City money over time.

BUDGET IMPACT: The impact is in the parks flower program and DDA.



"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: February 26th, 2024
SUBJECT: Sale of William Crispe Building

SUGGESTED MOTION: I motion to approve the sale of 203 W. Bridge St. to Comfort Living Home, LLC for a purchase price of \$115,000 and authorize City Manager, Justin Lakamper, to execute the sale.

BACKGROUND INFORMATION: The City was given the William Crispe building back in 2021. Prior to closing it was operating as a home for the elderly. Since the City has owned the building it has sat vacant. In 2021 the City put out a request for proposals for organizations who would be interested in continuing to operate the building as an elder care facility. At that the City did not move forward with any of proposals. Since the summer I have reached out to anyone who had shown prior interests in reopening the home. Ultimately Comfort Living Homes, LLC was the only group to still have interest in purchasing the building for the purposes of opening up an AFC Home. They have offered:

Purchase Price: \$115,000
Earnest Money Deposit: \$10,000
Inspection Timeframe: 60 Days
Timeframe to close: 90 Days

ANALYSIS: Comfort Living Homes, LLC owner, Cavel Young, is very motivated to purchase William Crispe and open it up as an AFC Home. She will target the elderly to live there, however, an AFC home is open to all adults in need of a community living situation. The purchase price was negotiated based on the previous offers that had been discussed with other potential buyers. I feel that reopening the building as a home is the best use of the building from a community standpoint. Additionally, the City has no use for it and will continue to incur unneeded expenses maintaining the building if we hold onto it.

BUDGET IMPACT: The sale proceeds will go into the General Fund

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made effective as of the last date signed by one of the parties below ("**Effective Date**"), by and between **Comfort Living Home, LLC ("Purchaser")**, whose address is 2111 North Drake Road, Kalamazoo, Michigan 49009, and the **City of Plainwell**, a Michigan municipal corporation ("**Seller**"), whose address is 211 N. Main Street, Plainwell, Michigan 49080.

- A. Seller is the owner of certain real property, described in Section 1 below.
- B. Seller is desirous of selling, and Purchaser is desirous of purchasing, said real property upon the terms and conditions stated in this Agreement
- D. Seller and Purchaser desire to set forth the consideration, terms, and conditions upon which Seller shall sell and Purchaser shall purchase said real property, interests, and improvements.

NOW, with consideration for the following mutual covenants, agreements, and benefits, the receipt and adequacy of which are mutually acknowledged, Seller and Purchaser agree as follows:

1. PROPERTY

The term "**Property**" shall mean certain real property located in the City of Plainwell, County of Allegan, and State of Michigan, bearing an address of 211 West Bridge Street, Plainwell, Michigan 49080, approximately depicted in Exhibit A, consisting of the following permanent parcel numbers and legally descriptions:

Permanent Parcel Number: 55-350-042-00

Legal Description: N 1/2 LOT 29 BLOCK 6 ALSO N 1/2 LOT 32 BLOCK 7 ALSO LOT 30 BLOCK 6 THOMPSON'S ADDITION

Permanent Parcel Number: 55-350-045-00

Legal Description: W 33 FT OF S 1/2 LOT 32 BLOCK 6 ALSO E 33 FT LOT 41 BLOCK 6 THOMPSON'S ADDITION.

- a. All improvements, tenements, hereditaments, privileges, and appurtenances thereto belonging or in any way appertaining to the Property;
- b. All licenses and permits in any way appertaining to the Property;
- c. All of the Seller's right, title, and interest appertaining to the Property of any and all easements, strips, and rights-of-way whether or not of record, abutting, adjacent, contiguous, or adjoining the Property;

- d. All right, title, and interest of Seller in and to any and all air, mineral, oil, gas, timber, and riparian rights in any way appertaining to the Property; and
- e. All remaining division rights under the Michigan Land Division Act, MCL 560.101 et seq., possessed by the Seller.

2. **OCCUPANCY**

The Seller shall deliver and the Purchaser shall accept full, exclusive, and clear possession of said Property at time of the Closing subject only to: 1) the Permitted Exceptions as hereinafter defined; 2) all pertinent governmental laws, statutes, regulations, and requirements; 3) such state of facts that an accurate current survey and physical inspection of the Property would reveal; including, without limitation, all existing easements and encroachments, if any; and 4) any title exceptions arising out of the acts of Purchaser.

3. **MAINTENANCE OF PREMISES**

Seller agrees to maintain the Property in the same condition as that existing as of the Effective Date until possession is delivered to Purchaser, reasonable wear and tear and casualty events excepted. Purchaser shall have the right to physically examine the Property during the last forty-eight (48) hours before scheduled closing to determine that the above representation is accurate.

4. **SALE AND CONVEYANCE**

On the terms and subject to the conditions set forth in this Agreement, Seller agrees to sell, warrant, and convey to Purchaser by Warranty Deed, and Purchaser agrees to buy from Seller, the Property, for the Purchase Price as hereinafter defined, subject only to: 1) the Permitted Exceptions as hereinafter defined; 2) all pertinent governmental laws, statutes, regulations, and requirements; 3) such state of facts that an accurate current survey and physical inspection of the Property would reveal; including, without limitation, all existing easements and encroachments, if any; and 4) any title exceptions arising out of the acts of Purchaser.

5. **TAXES, SPECIAL ASSESSMENTS, CLOSING COSTS, AND PRORATIONS**

a. Seller shall assume and pay all real estate taxes and personal property taxes (“Taxes”) on the Property which are billed or become due and payable on or before the date of Closing and all outstanding installments of special assessments which are due and payable on or before the Closing Date. All taxes coming due and payable during the calendar year in which the Closing occurs shall be prorated between Purchaser and Seller as of the Closing Date with the Seller being responsible for that portion of such Taxes allocable to the period from January 1 of the year of closing to the Closing Date and the

Purchaser being responsible for the balance of such Taxes. If as of the Closing Date, the precise amount of Taxes is not known, the Taxes will be estimated based upon the best available information, which may include the use of the prior year's paid tax bills.

b. Seller and Purchaser shall each pay their respective attorneys' fees and one half of the closing fee charged by the title company. Seller shall pay all recording fees associated with this transaction and for recording documents necessary to remove exceptions to title insurance. All transfer taxes shall be paid by the Seller, if any.

c. Seller is entitled to all rent and other sums which are owed to Seller by tenant(s) of the Property for periods prior to the Closing Date ("**Seller's Delinquent Rents**"). Seller may pursue collection of Seller's Delinquent Rents, if any. Although it is the parties' intention that all leases will be terminated and that all tenants will have vacated the Property prior to closing, Purchaser shall be entitled to all rent accrued after the Closing Date due to a Tenant's failure to vacate.

d. Amounts owing, prepaid, or received by Seller on all Contracts expressly assumed by Purchaser and assigned to Purchaser hereunder shall be apportioned as of the Closing Date.

e. All prorations for the closing statement shall be calculated as of the Closing Date (with Seller's portion covering the period through the day immediately prior to the Closing Date and Purchaser's portion commencing on and including the Closing Date), based on payments and invoices received as of midnight two (2) days before the Closing Date. Payments and invoices that are subsequently received will be apportioned and paid to or by the appropriate party after the closing.

f. This Section 5 shall survive Closing.

6. **PURCHASE PRICE**

The purchase price for the Property shall be **One Hundred Fifteen Thousand Dollars and Zero Cents (\$115,000.00)** ("**Purchase Price**"). The Purchase Price shall be payable in full at the Closing.

7. **DEPOSIT**

Within five (5) days of the Effective Date, Purchaser shall deliver to Sun Title Company of 925 S. Burdick Kalamazoo, MI 49001 ("**Escrow Agent**") an earnest money deposit ("**Deposit**") in the amount of **Ten Thousand Dollars and Zero Cents (\$10,000.00)**. The Deposit shall be held by the Escrow Agent in an escrow account. The Deposit will be refunded to Purchaser should Purchaser decide not to proceed with the purchase of the Property at any time during or at the end of the Inspection Period, or as otherwise provided by this Agreement. At Closing, Purchaser shall receive a credit against the Purchase Price for the Deposit. Seller and Purchaser acknowledge and agree that the Escrow Agent is acting in this capacity as an accommodation to them and Seller and Purchaser agree to hold

Escrow Agent harmless from any liability or claim with respect to the Deposit, other than claims arising or resulting from Escrow Agent's gross negligence or willful misconduct. Seller and Purchaser agree that in the event of any dispute or disagreement with respect to the Deposit, Escrow Agent may tender the Deposit to the Clerk of the Circuit Court for Allegan County, Michigan, and Escrow Agent shall thereafter be relieved of any and all obligations with respect to the Deposit.

8. **EVIDENCE OF TITLE**

a. As evidence of title to the Property, Seller shall furnish at Seller's expense, and in no case later than Sixty (60) days from the Effective Date of this Agreement, a commitment for an owner's policy of title insurance, without exceptions, in the amount of the Purchase Price, dated on or after the date of this Agreement ("**Title Commitment**") undertaking to insure marketable fee simple title to the Property in Purchaser. The Title Commitment shall also include, at Seller's expense, a copy of all recorded liens, encumbrances, mortgages, restrictions, or exceptions shown on the Title Commitment. The final title policy will be issued without standard exceptions as long as the Purchaser provides the Escrow Agent with a survey in a form that will allow the Escrow Agent to remove the survey exception. Seller shall pay for the cost of any requested endorsements beyond the standard policy.

b. If the Title Commitment shows any liens, encumbrances, mortgages, restrictions, or exceptions which, in the opinion of Purchaser and/or Purchaser's counsel, may interfere with Purchaser's use of a marketable fee simple title to the Property, ("**Title Defects**") Purchaser shall object thereto and notify ("**Title Notice**") Seller thereof in writing on or before forty 10 (10) business days from Purchaser's receipt of the Title Commitment. If Seller is unable or elects in its discretion not to cure the Title Defects by either: (i) eliminating such Title Defects or (ii) obtaining title insurance coverage over such Title Defects within Thirty (30) days of the Title Notice (the "**Title Defect Cure Period**"), then Purchaser may terminate this Agreement upon written notice to Seller within ten (10) business days of expiration of the Title Defect Cure Period. The Title Defect Cure Period will be extended as reasonably necessary to accommodate any ongoing efforts to cure a Title Defect when said cure was commenced within the Title Defect Cure Period. If Purchaser either fails to deliver a Title Notice or fails to terminate this Agreement as provided by this Section 8(b), Purchaser shall be deemed to have accepted title to the Property "As Is" subject to the Title Defects. If Purchaser terminates this Agreement in accordance with this Section 8(b), the Deposit shall be immediately returned to Purchaser and this Agreement shall thereafter be of no further force or effect, except for those provisions that expressly survive termination. Seller acknowledges that it is obligated to discharge any mortgage or other lien at Closing which may be discharged by the payment of money. Any matters disclosed in the Title Commitment to which Purchaser does not object or were accepted by Purchaser pursuant to this Section are deemed "**Permitted Exceptions**".

c. During the Inspection Period (defined below), Purchaser shall have the right, at its cost, to obtain Uniform Commercial Code Financing Statement searches. All financing

statements, security interests, and liens shown on the UCC searches which affect the Property shall be discharged and terminated by Seller, prior to the Closing.

9. **INSPECTION PERIOD**

a. Purchaser shall have sixty (60) days from the effective date of this agreement and (the "**Inspection Period**") to inspect all aspects of the Property and to conduct any and all investigations, at Purchaser's sole cost and risk, provided however that nothing in this Section shall prevent Purchaser from beginning its inspections under this Section 10 prior to the receipt of the Title Commitment and Survey, if practical. Seller agrees to allow Purchaser and its representatives full and complete access to the Property to conduct whatever tests, inspections, and studies of the Property Purchaser desires. Purchaser shall have the right to fully inspect the Property to determine its suitability for the use proposed by Purchaser. For this purpose, Purchaser may have soil borings made on the Property and may conduct such additional engineering studies and tests on the Subject Property as may be deemed reasonable by Purchaser. Purchaser may also make inquiries regarding any applicable zoning or other government regulation affecting the Property. Purchaser's inspections may also include, but are not limited to, inspections of all authorizations and permits, connectivity to the development roads, architectural assessments, obtaining building permit or site plan approvals, rezoning and subdivision interpretations and confirmations, and all variances, utility permits, authorizations, and easements necessary for Purchaser's intended use. Nothing in this Agreement shall be construed to constitute any form of zoning or building approval that the Purchaser is otherwise required to obtain under any applicable law, code, or ordinance. The Seller, in its capacity as the owner of the Property only, will reasonably consent, as necessary, to the submission of any land use or building permit application necessary to obtain a building or land use approval.

b. Purchaser's activities under this Section 10 shall be subject to all of the following: (i) Purchaser shall coordinate such inspections with Seller to avoid disrupting Tenants, if any, of the Property; (ii) all such inspections shall be at Purchaser's sole expense; (iii) Purchaser shall not disclose the results of its inspections or any test results to a third party without the Seller's prior written consent in each instance; (iv) Purchaser shall allow no liens of any nature, including, but not limited to, materialman's or mechanic's liens to be placed on the Property as a result of its activities under this Section 10; (v) Purchaser shall indemnify, defend, and hold harmless Seller from and against all loss, costs, claims, and damages arising out of or related to Purchaser, or its agents, employees, contractors, or representatives, access, inspection of, or entry upon the Property pursuant to this Section 10; and (vi) Purchaser shall restore any damage caused to the Property by any tests, studies, audits, entry, and investigations performed by or on behalf of Purchaser to substantially the condition existing immediately prior to any such tests, studies, audits, entry, and investigations. The obligations of this Section 10(c) shall survive Closing or termination of this Agreement.

c. Subject to the terms and conditions of this Section 10, Seller shall grant Purchaser and its agents, employees, contractors and consultants reasonable access to the Property

for purposes of the inspections permitted under this Section 10.

d. If Purchaser, in its sole discretion, is not satisfied with the condition or any aspect of the Property discovered as a result of its inspections conducted pursuant to this Section 10, Purchaser shall notify ("**Inspection Notice**") Seller in writing of said defect ("**Inspection Defect**") before the expiration of the Inspection Period. Seller will thereafter have twenty (20) days from the date of the Inspection Notice to cure the Inspection Defect (the "**Inspection Defect Cure Period**"). If Seller either cannot or elects in its discretion not to remedy the Inspection Defect, then Purchaser may terminate this Agreement upon written notice to Seller within ten (10) days of the expiration of the Inspection Defect Cure Period. The Inspection Defect Cure Period will be extended as reasonably necessary to accommodate any ongoing efforts to cure an Inspection Defect when said cure was commenced within the Inspection Defect Cure Period. If Purchaser fails to deliver an Inspection Notice or fails to terminate this Agreement pursuant to this Section 10(e), Purchaser shall be deemed to have accepted the condition of the Property "As Is" subject to the Inspection Defect and the Deposit shall become non-refundable. If Purchaser terminates this Agreement under this Section 10(e), the Deposit shall be immediately returned to Purchaser and this Agreement shall thereafter be of no further force or effect except for those provisions that expressly survive termination.

10. COVENANTS OF SELLER

Seller covenants with Purchaser that during the term of this Agreement:

- a. Seller shall not sell, transfer, assign, convey, or dispose of any of its rights under this Agreement or in the Property.
- b. Seller shall not grant any lien or encumbrance on or permit any lien or encumbrance on the Property.
- c. Seller shall not grant any easement or right-of-way in or on the Property.
- d. Seller shall not grant any lease, license, or other right to use or occupy the Property.
- e. Seller shall not materially alter, modify, improve, or impair the Property in any respect, except as necessary to respond to an emergency condition existing or threatening the Property.
- f. Seller shall permit Purchaser and Purchaser's agents, employees, contractors, and consultants, at Purchaser's risk and expense, access to the Property at all reasonable times for the purpose of inspecting the Property subject to the terms and conditions of Section 10.
- g. Seller shall provide Purchaser with any knowledge or information Seller possesses concerning the past or current use of the Property and the environmental conditions

which exist at the Property which Purchaser may reasonably request in connection with any petition by Purchaser for a baseline environmental assessment adequacy determination.

11. **REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants the following to Purchaser as of the Effective Date and then again as of Closing, which representations shall survive Closing for a period of ninety (90) days:

- a. Seller is currently the owner of marketable fee simple title to the Property and there are no liens or mortgages on or against the Property that will not be paid and discharged at the Closing.
- b. To the best of Seller's knowledge, there are no unrecorded liens, encumbrances, mortgages, restrictions, easements, assessments, or other matters on or against the Property which are not of record.
- c. To the best of Seller's knowledge, there are no pending or threatened actions, suits, claims, or proceedings against Seller, the Property, or otherwise affecting the Property at law or in equity or before any federal, state, or local governmental department or agency.
- d. Seller has duly and validly authorized and executed this Agreement and Seller has full power and authority to enter into and perform its obligations under this Agreement.
- e. Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended.
- f. To the best of Seller's knowledge, there are no agreements, licenses, options, rights of first refusal, rights of first offer to use, occupy, or purchase any part of the Property to which Seller is a party, and no party has been granted any right by Seller to use or possess any part of the Property as tenant, licensee, or otherwise.
- g. Seller is not a party to or bound by any agreement (non-lease) of any kind whatsoever, written or verbal, which might affect the Property, other than those that have been disclosed to Purchaser in writing or are terminable at will by Seller or Purchaser without recourse or liability against Purchaser or the Property.
- h. To the best of Seller's knowledge, no toxic or hazardous substance or waste, have been used, stored, generated, treated, released, spilled, discharged, or otherwise disposed of by Seller on, in, under, or otherwise affecting the Property during any period in which Seller was either the owner or occupier of the Property. Moreover, Seller has not received any notice from any applicable governmental entity of the

potential or actual existence of any Hazardous Materials on, in, under, or otherwise affecting the Property.

- i. To the best of Seller's knowledge, there are no underground storage tanks or underground storage tank systems, on, in, or under the Property.
- j. To the best of Seller's knowledge there are no leases, tenancies, or rights of possession (pursuant to either oral or written agreements) with respect to Property which shall remain in effect after the Closing.
- k. Seller does not know of any notices stating that the Property is not in compliance with all applicable zoning, building, public health and environmental laws and regulations or any other laws and regulations of governmental authorities having jurisdiction over the Property.
- l. There are no pending or proposed special assessments affecting or which may affect the Property or any part of the Property.

To the extent permitted by law, Seller shall indemnify and hold Purchaser harmless against any and all claims, damages, or injury of any type which Purchaser may suffer or face due to the material and intentional misrepresentations by Seller of any of the provisions of this Paragraph 14.

12. **WARRANTIES AND REPRESENTATIONS OF PURCHASER**

Purchaser represents and warrants to Seller both now and as of the date of Closing:

- a. Purchaser has full power and authority to enter into and to perform the terms and conditions of this Agreement, the person executing this Agreement for Purchaser is fully and duly empowered so to act, and this Agreement constitutes a legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms.
- b. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate any agreement to which Purchaser is a party or by which Purchaser is bound, or violate any statute or law or any judgment, decree, order, regulation or rule of any court, or governmental body.
- c. There is no claim, action, proceeding, or investigation pending or to the best of Purchaser's knowledge, threatened against or involving Purchaser, which questions or challenges the validity of this Agreement or any action taken or to be taken by Purchaser pursuant to this Agreement or in connection with the transaction contemplated hereby; and Purchaser knows of no valid basis for any such action, proceeding or investigation.

Purchaser shall indemnify and hold Seller harmless against any and all claims, damages, or injury of any type which Seller may suffer or face due to the material and intentional misrepresentations by Purchaser of any of the provisions of this Section 15.

13. **CLOSING**

The consummation of the sale and purchase of the Property ("**Closing**" or "**Closing Date**") shall take place no later than Thirty (30) days after the expiration of the Inspection Period. The Closing shall be held a place to be agreed upon by the parties. Should either party fail to be prepared to close on the Closing Date, then such party shall be deemed to be in breach of this Agreement. However, the parties may mutually agree to delay the Closing Date, for mutual convenience.

The Closing shall be consummated by the execution and delivery of the following, in form and content satisfactory to both parties:

- a. The execution and delivery by Seller to Purchaser of a Warranty Deed, subject only to: 1) the Permitted Exceptions; 2) all pertinent governmental laws, statutes, regulations, and requirements; 3) such state of facts that an accurate current survey and physical inspection of the Property would reveal; including, without limitation, all existing easements and encroachments, if any; and 4) any title exceptions arising out of the acts of Purchaser. The Warranty Deed shall transfer two (2) divisions.
- b. The execution and delivery of a closing settlement prepared by the Title Company providing for the prorations and adjustments required by this Agreement.
- c. The execution and delivery by Seller to Purchaser of an affidavit certifying that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, which shall include Seller's federal employer identification number.
- d. Payment by Purchaser to Seller of the Purchase Price minus the Deposit and plus the net amount of any prorations and adjustments required by this Agreement.
- e. Seller and Purchaser shall sign an assignment and assumption of Contracts, if, and to the extent that Purchaser elects to assume any Contracts.
- f. Seller and Purchaser shall sign and deliver any other Closing documents that Purchaser's counsel or Seller's counsel may reasonably require.
- g. If applicable, all water, sewer, and utility charges and maintenance charges shall be paid by Seller through the Closing or prorated between the parties and appropriate credits given.
- h. A list of all utility accounts, if any, shall be given to the Purchaser on or before the Closing.

14. **CONDITIONS PRECEDENT AND CONTINGENCIES TO PERFORMANCE OF AGREEMENT**

The obligation of Purchaser to consummate the purchase of the Property is absolutely contingent and conditional on each of the following conditions precedent or contingencies being satisfied, or waived, by all parties in Purchaser's sole discretion by the dates set forth below:

- a. At Closing, Seller shall be able to convey marketable fee simple title to and possession of the Property in the condition required under this Agreement.
- b. On the Closing Date, Seller shall not have breached any covenant, representation, or warranty made under this Agreement.
- c. On the Closing Date, the representations and warranties made by Seller under this Agreement are true.
- d. On the Closing Date, Seller shall have complied with all of the terms and conditions of this Agreement.

If any of the foregoing conditions precedent or contingencies are not satisfied, or waived, by the dates set forth above, Purchaser shall have the right to terminate this Agreement whereupon, the Deposit shall be immediately refunded to Purchaser, and this Agreement shall thereafter be of no further force or effect except those provisions that expressly survive termination.

15. **DEFAULT**

If either party shall have performed or tendered performance of all of its obligations under this Agreement, and the sale contemplated hereby is not closed because of a default by the other party in its obligation under this Agreement, then the non-defaulting party may, in its discretion, after providing the defaulting party a fifteen (15) day prior written notice and opportunity to cure the default and close: (a) terminate this Agreement by giving written notice thereof to the defaulting party, in which event the entire Deposit will promptly be returned to the non-defaulting party and the parties shall have no further obligation to each other except for expressly surviving obligations; or (b) the non-defaulting party may seek any remedy available at law or equity, including specific performance of this Agreement.

16. **GENERAL PROVISIONS**

- a. Integration
This Agreement, together with the attached schedules and exhibits, constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any prior discussions, negotiations, agreements, and understandings.
- b. Choice of Law

This Agreement shall be governed and controlled in all respects by the laws of the State of Michigan, including as to interpretation, enforceability, validity, and construction.

c. Choice of Forum

The parties submit to the jurisdiction and venue of the circuit court for the County of Allegan, State of Michigan, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

d. Notice

Any and all notices permitted or required to be given under this Agreement shall be in writing and shall be given by either personal delivery or mailed certified mail, return receipt requested, postage prepaid, addressed to each party as set forth below, or sent by a recognized overnight mail carrier. Notice shall be deemed effective upon the earlier of actual receipt or two (2) days after being mailed, if sent by mail, or on the date of delivery, if personally delivered.

If to Purchaser: Comfort Living Home, LLC.
 c/o Cavel Young, Administrator
 2111 North Drake Road
 Kalamazoo, MI 49009

If to Seller: City of Plainwell
 c/o Denise Siegel and Justin Lakamper
 211 N. Main Street
 Plainwell, Michigan 49080

With a copy to: Blake Conklin
 Bloom Sluggett, PC
 161 Ottawa Ave NW, Suite 400
 Grand Rapids, Michigan 49503

e. Severability

Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If any provision is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

f. Amendment

The terms of this Agreement may not be varied or modified in any manner, except in a subsequent writing executed by both parties.

g. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and permitted assignees.

h. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other. Delivery of an executed counter part of this Agreement by facsimile or electronic file shall be equally as effective as delivery of an original executed counterpart of this Agreement.

i. Titles

Titles and headings to articles, sections, or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Agreement.

j. Attorney Review

The parties represent that they have carefully read this Agreement and have consulted with their respective attorneys. The parties affirmatively state that they understand the contents of this Agreement and sign this Agreement as their free act and deed.

k. Construction of Agreement

Regardless of which party was responsible for the preparation of the Agreement, this Agreement shall not be construed more strictly against either party.

l. Third-Party Beneficiaries

This Agreement shall not confer any rights or remedies upon any third party other than the parties to this Agreement and their respective successors and permitted assigns.

m. Time

Time is of the essence in this Agreement.

n. Brokers

Purchaser represents to Seller that it has not dealt with any real estate broker in connection with the negotiation of this Agreement. Purchaser shall defend, indemnify, and hold Seller harmless from any expense or liability arising out of a breach of this representation. Seller represents to Purchaser that it has not dealt with any real estate broker in connection with the negotiation of this Agreement. Seller shall defend, indemnify, and hold Purchaser harmless from any expense or liability arising out of a breach of this representation.

o. Waiver

No provision in this Agreement may be waived, except in a writing signed by the

waiving party. No oral statements or course of conduct or course of dealing shall be deemed a waiver. No waiver of a breach of this Agreement shall be deemed a waiver of a subsequent or continuing breach.

p. Governmental Immunity

Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be construed as a waiver of any right of the Seller to claim or rely on a defense of governmental immunity, except as it relates to enforcement by Purchaser of Seller's obligations under this Agreement.

This Purchase and Sale Agreement is executed to be effective as of the date first written above.

PURCHASER:
Comfort Living Home, LLC.

Date: _____

By: Cavel Young
Its: Administrator

SELLER:
City of Plainwell

Date: _____

By: Justin Lakamper
Its: City Manager

Date: _____

By: JoAnn Leonard
Its: Clerk

ESCROW AGENT'S ACKNOWLEDGMENT OF DEPOSIT

Escrow Agent received from the above named Purchaser Ten Thousand Dollars and Zero Cents (\$10,000.00) deposit money above mentioned.

Escrow Agent:

By: _____
Its: _____

Exhibit A:
The Property



*the above intended for informational/clarification purposes only.

R



PLAINWELL PUBLIC SAFETY

Police, Fire and Medical First Responder Services

MONTHLY REPORT

January 2024

Prepared by Director Kevin Callahan

Plainwell Department of Public Safety

Scheduled Hours By Activity for January 2024

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

TOTAL ROAD PATROL HOURS SCHEDULED FOR THE MONTH

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

Totals of all the below mentioned areas.

HOURS SPENT INVESTIGATING OR HANDLING CRIMINAL COMPLAINTS

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

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

HOURS SPENT INVESTIGATING OR HANDLING NON-CRIMINAL COMPLAINTS

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

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

HOURS SPENT ON SUPPORT OR PERIPHERAL ACTIVITIES

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

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

TOTAL UNOBLIGATED PATROL HOURS

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

Examples include: General Preventive Patrol, Building Security Checks, Etc.

Note: This also includes any break time the officers take during their shift.

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

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

Total Hours
1,278

Percentage of Total Hours

97 7.61%

207 16.17%

434 33.98%

540 42.24%

738 57.76%

Plainwell Department of Public Safety

Complaints/Activities for January 2024

ARRESTS

| | | |
|-------------------|---|--|
| CUSTODIAL ARRESTS | 6 | <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 | 4 | <i>Uniform Law Citations issued by officers to individuals for moving traffic violations. (Drag racing, Speeding, etc.)</i> |
| NON-HAZARDOUS CITATIONS | 4 | <i>Uniform Law Citations issued by officers to individuals for NON-moving traffic violations. (Registration, Equipment, Etc.)</i> |
| DRUNK DRIVING CITATIONS | 1 | <i>This is an activity that we specifically monitor that would normally be considered a hazardous citation.</i> |
| PARKING CITATIONS | 59 | <i>Citations issued in violation of city ordinance. This would include Overnight Parking, Time Limitation Parking, etc.</i> |
| VERBAL WARNINGS | 15 | <i>Traffic enforcement where no citation was issued but warnings were given.</i> |
| TOTAL TRAFFIC CITATIONS/WARNINGS | 83 | |

COMPLAINTS

| | | |
|------------------------------|-----|---|
| ORIGINAL DISPATCH COMPLAINTS | 251 | <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 | 16 | <i>Complaints observed by the officer while on patrol or came to their attention by personal observation.</i> |
| TOTAL COMPLAINTS | 267 | |

OTHER ACTIVITIES

| | | |
|------------------------------------|-------|--|
| MOTORISTS ASSISTS | 9 | <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 | 5 | <i>Total motor vehicle accidents both on public roads or private property.</i> |
| COMMERCIAL BUILDING SECURITY CHECK | 3,304 | <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> |
| FOOT PATROL | 271 | |

Classification of Crimes Reported

| File Class | CRIMES AGAINST PERSON | January | Year to Date |
|------------------------------|--|---------|--------------|
| 900 | Murder and Non-Negligent Manslaughter | 0 | 0 |
| 1000 | Kidnapping | 0 | 0 |
| 1100 | Sexual Assault | 3 | 3 |
| 1200 | Robbery | 0 | 0 |
| 1300 | Aggravated & Non-Aggravated Assault | 4 | 4 |
| PROPERTY CRIMES | | | |
| 2000 | Arson | 0 | 0 |
| 2100 | Extortion | 0 | 0 |
| 2200 | Burglary | 1 | 1 |
| 2300 | Larceny | 5 | 5 |
| 2400 | Motor Vehicle Theft | 0 | 0 |
| 2500 | Forgery/Counterfeiting | 0 | 0 |
| 2600 | Fraudulent Activities | 3 | 3 |
| 2700 | Embezzlement | 0 | 0 |
| 2800 | Stolen Property - Buying, receiving | 0 | 0 |
| 2900 | Damage to Property | 0 | 0 |
| 3500 | Violation of Controlled Substances Act | 1 | 1 |
| MORALS/DECENCY CRIMES | | | |
| 3600 | Sex Offenses (Other than Sexual Assault) | 0 | 0 |
| 3700 | Obscenity | 0 | 0 |
| 3800 | Family Offenses | 0 | 0 |
| 4100 | Liquor Violations | 0 | 0 |
| PUBLIC ORDER CRIMES | | | |
| 4800 | Obstructing Police - Offenses Which Interfere with Investigations | 0 | 0 |
| 4900 | Escape/Flight - Fleeing and Eluding a Officer's Custody | 0 | 0 |
| 5000 | Obstructing Justice | 0 | 0 |
| 5200 | Weapons Offenses | 1 | 1 |
| 5300 | Public Peace | 4 | 4 |
| 5400 | Traffic Investigations - Any Criminal Traffic Complaints | 2 | 2 |
| 5500 | Health and Safety | 7 | 7 |
| 5600 | Civil Rights | 0 | 0 |
| 5700 | Invasion of Privacy | 1 | 1 |
| 6200 | Conservation Law Violation | 0 | 0 |
| 7300 | Miscellaneous Criminal Offense | 0 | 0 |
| GENERAL NON-CRIMINAL | | | |
| 9100 | Juvenile/Minor/School Complaints | 2 | 2 |
| 9200 | Civil Custody | 0 | 0 |
| 9300 | Traffic Non-Criminal (Reports Only - Does not include Citations Issued) | 2 | 2 |
| 9400 | False Alarm Activation | 8 | 8 |
| 9500 | Fires (Other than Arson) | 1 | 1 |
| 9700 | Accidents, All Other | 2 | 2 |
| 9800 | Inspections, Unfounded FIRS | 0 | 0 |
| 9900 | General Assistance (All Except Other Police Agencies) | 87 | 87 |
| 9911 & 9912 | General Assistance (Other Police Agencies) | 70 | 70 |
| FIRS | Medical First Responder | 35 | 35 |



January Reports for Plainwell Department of Public Safety

PRIORITY 1 ASSISTS OUTSIDE OF JURISDICTION

The Plainwell Department of Public Safety was dispatched to 70 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 |
|------------|---------------|--------------|-------------------------|-----------------------------|----------------------------|-------------------------------|-----|-----|
| 01/04/2024 | 18:19 | 18:19 | 707 Woodhams St | Accidental Tone / Training | Train | C1, C2, C4, C6, E11, E17, T63 | 8 | 8 |
| 01/05/2024 | 00:42 | 00:44 | 120 Kester St | Medical | Assist EMS | C5 | 1 | 1 |
| 01/9/2024 | 10:39 | 10:42 | 411 Naomi St | Pipe Burst | Ventilate | C3, C6, E11 | 3 | 3 |
| 01/11/2024 | 1:22 | 01:27 | 215 E Franklin St | Assist Others / Lift Assist | Provide Manpower | C5 | 1 | 0 |
| 01/12/2024 | 19:42 | 19:52 | 620 S Main St | Building Fire | Extinguish/ Investigate | C4, C5, T63, E11, E17 | 4 | 7 |
| 01/15/2024 | 15:44 | 15:45 | US 313 S/B 52 MM | Vehicle Fire | Cancelled En Route | C2 | 1 | 0 |
| 01/18/2024 | 12:11 | 12:20 | 751 Wakefield St | Alarm | Investigate | C6 | 1 | 1 |
| 01/18/2024 | 8:45 | 08:48 | 717 E Bridge St | Alarm | Investigate | C4 | 4 | 1 |
| 01/22/2024 | 07:16 | 07:32 | US 1313 S/B Ramp | PDA | Remove Hazard, Investigate | C6, E11, T63, S62 | 4 | 4 |
| 01/24/2024 | 19:33 | 19:45 | 219 W Plainwell St | Odor Investigation | Investigate, Shut Down | C5, E11, T63 | 2 | 5 |
| 01/28/2024 | 11:52 | 11:57 | 122 2 nd Ave | Medical | Assist EMS | C6, S62 | 2 | 6 |

Calls for Service at Plainwell Schools

Plainwell High School: 4
684 Starr Road

Gilkey School: 2
707 S. Woodhams Street

Plainwell Middle School: 3
720 Brigham Street

Starr Elementary: 0
601 School Drive

Early Childhood Development: 0
307 E. Plainwell Street

Renaissance School: 0
798 E. Bridge Street

Admin, Maintenance & Bus Garage: 0
600 School Drive

Ordinance Report

There was a total of five new ordinance violations in January. The ordinance violations were for a nuisance light, litter/debris, an inoperable vehicle, and two permit violations. Three of these violation cases were close and two currently remain open.

Water Renewal

Superintendent: Bryan Pond

January 2024



Significant Department Actions and Results

The LED lights were upgraded in the interior of all our buildings at the plant. The project cost is \$6,300 and will take three years to pay back this amount in electrical savings.

I attended the TMDL meeting for Lake Allegan phosphorus loading. Two meetings are required to attend as part of our NPDES permit.

The motor for the east digester recirculation pump failed and was replaced by staff \$2,600.

Pending Items (including CIP) FY 23/24

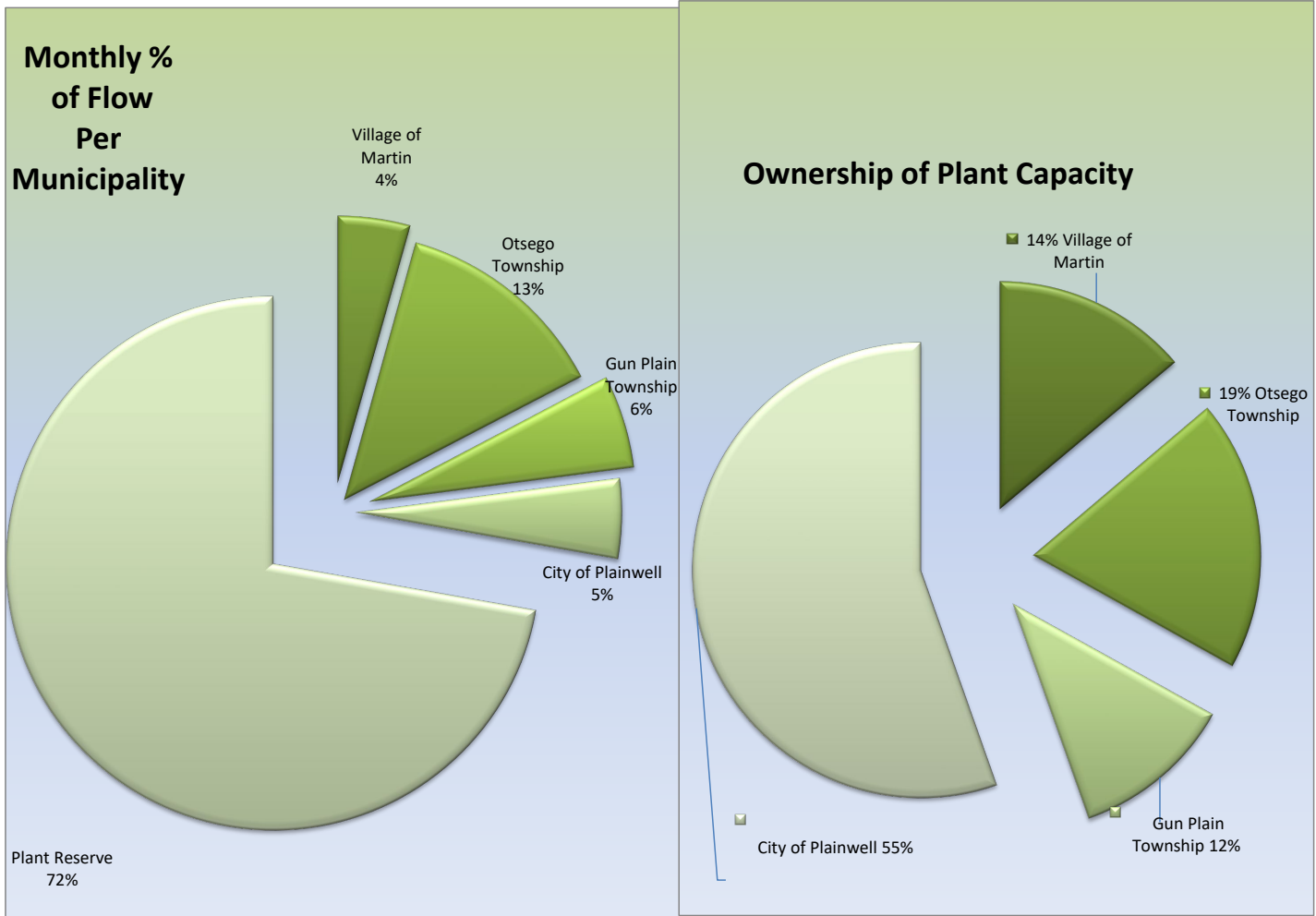
Expenditure Summary/Issues

| | <u>(budgeted)</u> | (completed) |
|-----------------------------------|-------------------|--|
| Bio-Bed Replacement | \$55,000 | yes <u>\$28,000</u> |
| Replace 2003 Meile Labware Washer | \$12,000 | yes <u>\$13,500</u> |
| Replace three 1980,s roofs | | |
| Boiler Room | \$30,300 | |
| Final Pump Room | \$39,330 | yes |
| Cushman St | \$40,100 | \$109,730 <u>\$109,730</u> |
| | \$176,730 | \$151,230 \$25,500 <i>budget surplus</i> |

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 | 1,093,503 | | | |
| Gun River MH Park | 649,000 | | | |
| US 131 Motor Sports Park | 0 | | | |
| Total: | 1,742,503 | | | |
| AVG. DAILY: | 41,488 | 180,000 | 77% | 14% |
| Otsego Township | 5,257,936 | | | |
| AVG. DAILY: | 125,189 | 250,000 | 50% | 19% |
| Gun Plain Township | 1,560,000 | | | |
| North Point Church | 4,000 | | | |
| North 10th Street | 430,801 | | | |
| Gores Addition | 257,000 | | | |
| AVG. DAILY: | 53,614 | 150,000 | 64% | 12% |
| City of Plainwell | 1942319 | | | |
| AVG. DAILY: | 62655.45 | 720,000 | 91% | 55% |
| Avg. Daily Plant Flow from entire service district | 0.34 | | | |



State Required Reporting Compatible Pollutants

| MI State Requirement | City Benchmark | Monthly Avg. Reported/MDEQ |
|----------------------|----------------|----------------------------|
|----------------------|----------------|----------------------------|

Carbonaceous Biochemical oxygen demand (CBOD-5):

| | | |
|---------|----|-------|
| 25 mg/l | 15 | 14.93 |
|---------|----|-------|

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 | 13 |
|---------|----|----|

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):

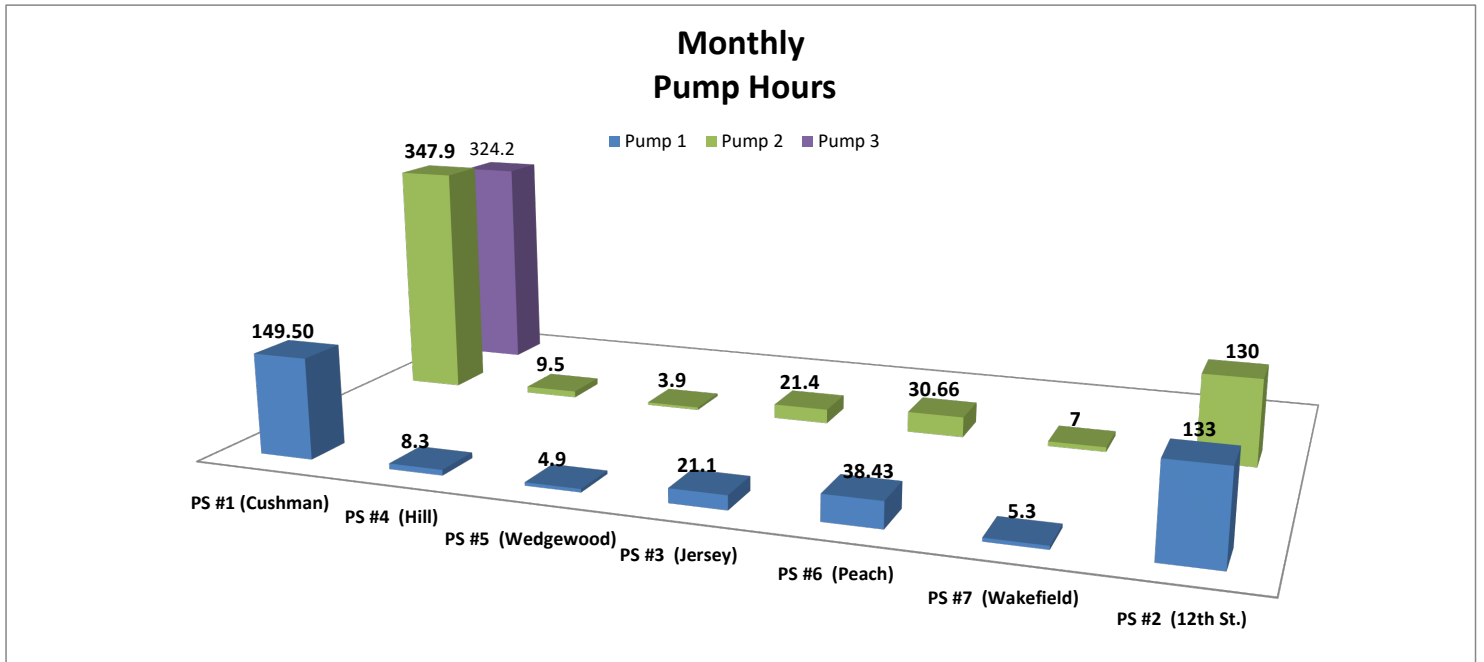
| | | |
|----------|------|------|
| 1.0 mg/l | 0.45 | 0.45 |
|----------|------|------|

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 | 1 |
|--------------|----|---|

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
January 22, 2024**

1. Matthew Bradley called the meeting to order at 4:58 PM.
2. Roll Call: Present: Matthew Bradley, Marsha Keeler, Bunny LaDuke, Shirley DeYoung, Cory Redder and Public Works Superintendent Bob Nieuwenhuis. Absent: Council Member Todd Overhuel.

3. Approval of Minutes:

Shirley DeYoung moved to accept and place on file the minutes of, December 14, 2023. Marsha Keeler supported the motion. On voice vote, motion carried unanimously.

4. Parks:
Bob reported that there is nothing going on in the parks because of the snow. Due to the weather there will be no ice rink this year.

Sherwood Park Maintenance Report – Shirley DeYoung
Shirley reported that the park was covered in snow.

Pell Park Maintenance Report – Marsha Keeler

Hicks Park Maintenance Report – Matthew Bradley
Matthew reported that the park was covered in snow.

Cook Park Maintenance Report – Cory Redder

Kenyon Park Maintenance Report – Bob Nieuwenhuis

Darrow Park Maintenance Report – Bunny LaDuke

Riverwalk, Band Shell & CBD Maintenance Report – Cory Redder

5. New Business
A. None.

6. Open Business
A. None.

7. Public Comments:
Ken Hopp and Rick Zane came in to talk to the board about the pickle ball courts. They said they have 5 courts that they have raised money to get the courts all set up and the volunteers have been maintaining it since 2015/2016. It is getting to be a lot for them so they would like the city to take them over as they are located in the city park. The approximate cost to resurface the courts is around 7000.00 each so \$35,000 or more. They have some money in an account that the city is holding for them. Bob and Justin both talked to them about the city not having the money to put into the courts. Several board members had suggestions about fund raising and setting up a 501-C3 account and maybe start having people pay a membership fee to raise or applying for grants. Justin will check into some of the grants that could be applied for in the future.

8. Staff Comments

None.

9. Chairman's Report

None.

10. Commissioners' Comments

The library will be doing a gardening plot with raised beds this spring to encourage people to garden. The produce from these gardens will go to the needy. Bunny also asked about the Kayak lady Lois who came to a meeting about putting in a new launch in the river. Justin updated the board and said they had been working with the state and it looks like they will be able to get it put in this summer.

11. Items For Next Agenda

12. Next Meeting

The next meeting will be Thursday, February 15, 2024 at 5 PM.

13. Adjournment

Marsha Keeler moved to adjourn the meeting. Cory Redder supported the motion. On voice vote, motion carried unanimously.

There being no further business, the meeting adjourned at 6:13 PM.

Minutes Respectfully Submitted,
Cheryl Pickett

Minutes
Plainwell DDA, BRA, and TIFA:
February 13, 2024

1. Call to Order: Meeting called to order at 7:30 a.m. by Larabel
2. Pledge of Allegiance
3. Roll Call:
Members Present: Randy Wisnaski, Nick Larabel, Jim Turley, Kevin Seckel, Justin Lakamper, Adam Hopkins,
Excused: Angela Ridgway, Cathy Green, Paul Rizzo
Approval of Minutes from 01/09/24: Minutes were approved and placed on file.
4. General Public: None
5. Chairman's Report: None
6. BRA Action Items
 - A. Discussion and updates on the RFQ and next steps
 - B. **Motion to accept accounts payable for January of \$1,033.25 was made by Seckel and seconded by Wisnaski. All in favor vote. Motion carried.**
7. DDA Action Items
 - A. Review and recommendation of the Revolving Loan Application from River Road Foods.
 - B. **Motion to accept accounts payable for January of \$429.95 was made by Larabel and seconded by Turley. All in favor vote. Motion carried.**
8. TIFA Action Items
 - A. Updates on Site plans and closing on property for Profielnorm
 - B. **Motion to accept accounts payable for January of \$472.04 was made by Wisnaski and seconded by Seckel. All in favor vote. Motion carried.**
9. Communications: 12/ 11/13/2023 and 12/26/2023; 01/08/2024 Council Minutes. Also, the Financial Report/Summary as of 01/31/2024 were approved and placed on file.
10. Public Comments: None
11. Staff Comments: Community Development Manager Siegel reported:
Grants: Match on Main Grant updates opening in early March. Optimized Main St. funding for \$2,500 Technology program, 2 downtown businesses Bushel & A Peck and Passiflora are enrolled in the program.
Member Comments: None
12. Adjournment:
A Motion to adjourn the meeting at 8:06 a.m.

Submitted by Denise Siegel, Community Development Manager

CITY OF PLAINWELL
MINUTES
Planning Commission
Wednesday, February 21, 2024

1. Call to Order at 6:30 pm by Colingsworth
2. Pledge of Allegiance
3. Roll Call:
Present: Rachel Collingsworth, Jay Lawson, Stephen Bennett, Kevin Hammond, Lori Steele, Jim Higgs, Gary Sausaman
4. Approval of Minutes: 12/06/2023
Motion to approve minutes and place them on file was made by Sausaman and seconded by Lawson. All in favor vote. Motion passed.
5. Chairperson's Report: None
6. New Business:
Site Plan Review for Profielnorm. Three phase construction project that will take place in the Industrial Park.
A motion to approve the three-phase site plan was made by Higgs and seconded by Lawson with the condition that there is no foot print change to the additional phases, in which a review would be necessary.
Guests: Henry Dingemans, Profielnorm
Dan Lewis, Vriesman & Korhorn
Riley Lukomski, Southwest Michigan First
7. Old Business: None
8. Reports and Communications: 12/11/2023; 12/27/23; 01/08/24 & 01/22/2024 were reviewed and placed on file.
9. Public Comments: None
10. Staff Comments: Siegel & Lakamper, provided updates on Mill Complex and the results from the RFQ launch. Various updates in downtown.
11. Commissioner Comments:
None
12. Adjournment: Colingsworth adjourned the meeting at 7:05 p.m.

Minutes submitted by Denise Siegel, Community Development Manager

02/22/2024

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL
INVOICE ENTRY DATES 02/09/2024 - 02/22/2024
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

| Vendor Code | Vendor Name | Description | Amount |
|---|------------------------------|--|----------|
| 000004 | PLAINWELL AUTO SUPPLY INC | | |
| | 706238 | DPW - SPARK PLUGS (4) #27 | 15.16 |
| | 706240 | DPW - PAINT MARKERS/CAP & ROTOR/WIRE SET/BRAKEC | 163.42 |
| | 707147 | DPW - OIL FILTER/SYNTHETIC OIL WATER TRUCK #6 | 68.83 |
| TOTAL FOR: PLAINWELL AUTO SUPPLY INC | | | 247.41 |
| 000014 | MICHIGAN GAS UTILIITIES CORP | | |
| | 4912763493 | DPS GAS SERVICE 1/12 - 2/9-2024 | 753.45 |
| | 4913023886 | CITY HALL GAS SERVICE 1/12 - 2/9/2024 | 246.27 |
| | 4913328741 | DPW BUILDING GAS SERVICE 1/12 - 2/9/2024 | 599.21 |
| | 4913735530 | CRISPE HOUSE GAS SERVICE 1/12 - 2/9/2024 | 440.44 |
| | 4914056061 | WR CUSHMAN ST LIFT GAS SERVICE 1/12 - 2/9/2024 | 55.10 |
| | 4914160241 | WR PLANT SERVICE 1/12 - 2/9/2024 | 2,701.47 |
| | 4915015629 | DPW BACK BARN SERVICE 1/15 - 2/8/2024 | 310.76 |
| | 4915239791 | WR CHEM ROOM GAS SERVICE 1/15 - 2/12/2024 | 143.15 |
| | 4915661594 | WR 12TH ST LIFT GAS SERVICE 1/14 - 2/9/2024 | 37.14 |
| TOTAL FOR: MICHIGAN GAS UTILIITIES CORP | | | 5,286.99 |
| 000059 | GOIN POSTAL LLC | | |
| | 2024.2 | DPS - SHIPMENT TO THOMAS EMS KC | 19.29 |
| TOTAL FOR: GOIN POSTAL LLC | | | 19.29 |
| 000077 | MCMASTER-CARR SUPPLY | | |
| | 21733580 | WR - VALVE TO ISOLATE WELL BP | 365.32 |
| TOTAL FOR: MCMASTER-CARR SUPPLY | | | 365.32 |
| 000079 | ALLEGAN COUNTY NEWS | | |
| | 10668 | ADMIN - PUBLIC NOTICES JANUARY 2024 | 360.00 |
| TOTAL FOR: ALLEGAN COUNTY NEWS | | | 360.00 |
| 000104 | HARDINGS MARKET 380 | | |
| | 2024.2.2 | DPW - BOTTLED WATER FOR GLADYS RESIDENTS/SHUT O | 23.94 |
| | 2024.2.2.1 | DPW - BOTTLED WATER FOR RESIDENTS GLADYS ST/MAII | 15.96 |
| TOTAL FOR: HARDINGS MARKET 380 | | | 39.90 |
| 000134 | HAROLD ZEIGLER FORD | | |
| | 338913 | DPS - MOUNT & BALANCE RT REAR 2020 FOR EXPLORER | 33.00 |
| TOTAL FOR: HAROLD ZEIGLER FORD | | | 33.00 |

| | | | |
|--------------------------------------|---------------------------|--|----------|
| 000138 | AMERICAN OFFICE SOLUTIONS | | |
| | 35885230 | DPS - COPIER LEASE/USAGE FEBRUARY 2024 | 153.03 |
| TOTAL FOR: AMERICAN OFFICE SOLUTIONS | | | 153.03 |
| 000153 | FLEIS & VANDENBRINK INC | | |
| | 68714 | ADMIN - GEN CONSULT PFAS ANALYSIS FROM PW-5 | 330.00 |
| | 68719 | PROFESSIONAL SERVICES JANUARY 2024 DWAM GRANT | 1,487.50 |
| | 68726 | PROFESSIONAL SERVICES JANUARY 2024 SOUTH MAIN ST | 2,491.00 |
| TOTAL FOR: FLEIS & VANDENBRINK INC | | | 4,308.50 |
| 000269 | DINGES FIRE COMPANY | | |
| | 48810 | DPS - REPLACEMENT FIRE HOSE KC | 5,448.76 |
| TOTAL FOR: DINGES FIRE COMPANY | | | 5,448.76 |
| 000365 | MISS DIG 811 | | |
| | 20240686 | 2024 ANNUAL TRANSMISSION-BASED MEMBERSHIP FEE | 2,395.77 |
| TOTAL FOR: MISS DIG 811 | | | 2,395.77 |
| 000381 | LAPHAM HEATING INC | | |
| | 2176 | DPW - SERVICE HEATING SYSTEM 140 FORBES RN/WK | 100.00 |
| TOTAL FOR: LAPHAM HEATING INC | | | 100.00 |
| 000488 | NATIONAL FLAG COMPANY | | |
| | 226702 | DPW - PARADE & CEMETERY FLAGS CP | 1,784.76 |
| TOTAL FOR: NATIONAL FLAG COMPANY | | | 1,784.76 |
| 000609 | MIDWAY CHEVROLET | | |
| | 10224 | DPS - BATTERY/SOLENOID/KEY FOB 2019 IMPALA KC | 153.95 |
| TOTAL FOR: MIDWAY CHEVROLET | | | 153.95 |
| 000962 | STATE OF MICHIGAN | | |
| | 761-11179138 | WR - 2024 ANNUAL STORM WATER PERMIT BP | 260.00 |
| TOTAL FOR: STATE OF MICHIGAN | | | 260.00 |
| 000991 | SAFETY SERVICES INC | | |
| | 120914 | WR - NITRILE & NEOPRENE GLOVES BP | 886.98 |
| TOTAL FOR: SAFETY SERVICES INC | | | 886.98 |
| 001215 | FLIER'S | | |
| | 139572 | WR - LAB DI WATER C/A/MB TANKS BP | 650.22 |
| TOTAL FOR: FLIER'S | | | 650.22 |
| 001413 | NCL OF WISCONSIN | | |
| | 499715 | WR - NEW HACH LBOD PROBE W/1M CABLE BP | 1,635.71 |
| TOTAL FOR: NCL OF WISCONSIN | | | 1,635.71 |
| 001415 | DAN'S TREE SERVICE | | |

| | | | |
|---|------------------------------------|--|-------------|
| | 2250 | DPW - TREE REMOVAL BRIDGE/THOMAS/HILL/S MAIN RI | 5,000.00 |
| TOTAL FOR: DAN'S TREE SERVICE | | | 5,000.00 |
| ----- | | | |
| 001536 | WASHWELL-STADIUM DRIVE GROUP-SOAP | | |
| | 3638 | DPS DRYCLEANING JANUARY 2024 | 60.00 |
| TOTAL FOR: WASHWELL-STADIUM DRIVE GROUP-SOAP | | | 60.00 |
| ----- | | | |
| 001802 | CRONEN SIGNS | | |
| | 3986 | DPW - LETTERING WATER TRUCK #6 | 750.00 |
| TOTAL FOR: CRONEN SIGNS | | | 750.00 |
| ----- | | | |
| 002116 | CHARTER COMMUNICATIONS | | |
| | 005582801020124 | CH INTERNET/PHONE/TV FEBRUARY 2024 | 387.06 |
| | 005583601020124 | DPW/WR INTERNET SERVICE FEBRUARY 2024 | 149.98 |
| | 172241901020724 | AIRPORT INTERNET FEBRUARY 2024 | 84.70 |
| TOTAL FOR: CHARTER COMMUNICATIONS | | | 621.74 |
| ----- | | | |
| 002246 | ELHORN ENGINEERING CO. | | |
| | 300759 | DPW - CHEMICALS FOR WELLS 4 & 7 | 832.00 |
| TOTAL FOR: ELHORN ENGINEERING CO. | | | 832.00 |
| ----- | | | |
| 002368 | ORTON, TOOMAN, HALE, MCKOWN & KIEL | | |
| | 2024.1 | DPS - JANUARY 2024 PROFESSIONAL SERVICES | 587.50 |
| TOTAL FOR: ORTON, TOOMAN, HALE, MCKOWN & KIEL | | | 587.50 |
| ----- | | | |
| 002402 | STEENSMA LAWN & POWER EQUIPMENT | | |
| | 1099162 | WR - BAR AND CHAIN FOR WR CHAINSAW BP | 153.57 |
| TOTAL FOR: STEENSMA LAWN & POWER EQUIPMENT | | | 153.57 |
| ----- | | | |
| 002435 | MALL CITY MECHANICAL, INC | | |
| | 240154 301-2443 | DPS - SERVICE CALL FOR FIRE BAY HVAC KC | 160.00 |
| TOTAL FOR: MALL CITY MECHANICAL, INC | | | 160.00 |
| ----- | | | |
| 002457 | YOUNG'S ENVIRONMENTAL CLEANUP INC | | |
| | 2024.02.20 | ADJUSTMENT FOR WORK PERFORMED PER J LAKAMPER , | (49,965.96) |
| | 2023.06.16 | DRY ICE BLASTING PAINT REMOVAL MAY 2023 | 29,580.96 |
| | 2023.8.25 | DRY ICE BLASTING PAINT REMOVAL JUNE/JULY 23 | 50,385.00 |
| TOTAL FOR: YOUNG'S ENVIRONMENTAL CLEANUP INC | | | 30,000.00 |
| ----- | | | |
| 002478 | ENGINEERED PROTECTION SYSTEMS INC | | |
| | A851048 | DPS - NOTIFIER SYSTEM MONITORING 3/1 - 5/31/2024 | 201.60 |
| TOTAL FOR: ENGINEERED PROTECTION SYSTEMS INC | | | 201.60 |
| ----- | | | |
| 002539 | BELDEN SAND & GRAVEL | | |
| | 7595 | DPW - PEA STONE (11T) SUNSET CATCH BASIN | 165.00 |
| TOTAL FOR: BELDEN SAND & GRAVEL | | | 165.00 |
| ----- | | | |

| | | | |
|---|----------------------------------|--|----------|
| 002603 | ELECTION SOURCE | | |
| | 24-6851 | ADMIN - THERMAL PAPER ROLLS GL/BK | 98.44 |
| TOTAL FOR: ELECTION SOURCE | | | 98.44 |
| ----- | | | |
| 002703 | CONTINENTAL LINEN SERVICES INC | | |
| | 3825878 | DPW RUGS | 47.25 |
| | 3825879 | WR RUGS | 21.70 |
| | 3831734 | DPS RUGS | 31.37 |
| | 3837557 | CH RUGS | 34.02 |
| TOTAL FOR: CONTINENTAL LINEN SERVICES INC | | | 134.34 |
| ----- | | | |
| 002740 | STATE OF MICHIGAN | | |
| | 551-630918 | DPS - SOR FEES JANUARY 2024 | 60.00 |
| TOTAL FOR: STATE OF MICHIGAN | | | 60.00 |
| ----- | | | |
| 004014 | J & L ROOFING CO . INC. | | |
| | 10237 | WR - LEAK REPAIR DYSTOR ROOF BP | 795.00 |
| TOTAL FOR: J & L ROOFING CO . INC. | | | 795.00 |
| ----- | | | |
| 004179 | MEEKHOF TIRE SALES & SERVICE INC | | |
| | 24-0243669-071 | DPW - TIRE WORK TRUCK #19 & #20 | 752.31 |
| | 24-0245460-071 | DPW - TIRE WORK TRUCK #10 | 1,943.24 |
| TOTAL FOR: MEEKHOF TIRE SALES & SERVICE INC | | | 2,695.55 |
| ----- | | | |
| 004814 | WILLIAMS & WORKS | | |
| | 97884 | PLANNING/ZONING MAP JANUARY 2024 | 302.12 |
| TOTAL FOR: WILLIAMS & WORKS | | | 302.12 |
| ----- | | | |
| 004855 | PLAINWELL ACE HARDWARE | | |
| | 15679 | DPW - DRY ERASE BOARD SHOP AB | 18.99 |
| | 15689 | DPW - PEX CRIMP TOOL AB | 69.99 |
| | 15690 | DPW - FURNACE FILTERS SHOP JF | 41.97 |
| | 15691CM | DPW - FURNACE FILTER RETURN JF | (44.97) |
| | 15698 | DPW - WINDOW FRAME MOLDING OFFICE AB | 144.12 |
| | 15701 | DPW - DRYWALL TAPE/JOINT COMPOUND/PAINT BRUSH | 25.97 |
| | 15808 | DPW - BLACK PIPE TO HANG SIGN BROOKS PLAZA AS | 18.99 |
| | 15809 | DPW - BLACK PIPE EXCHANGE BROOKS PLAZA SIGN HOLD | 7.00 |
| | 15828 | DPW - LED PEN LIGHT FOR SHOP AB | 34.99 |
| | 15851 | AIRPORT - LED LIGHT BULBS VW | 13.99 |
| TOTAL FOR: PLAINWELL ACE HARDWARE | | | 331.04 |
| ----- | | | |
| 004886 | REPUBLIC SERVICES | | |
| | 0249-008116530 | FEBRUARY 2024 CITY WIDE RECYCLE | 4,669.49 |
| TOTAL FOR: REPUBLIC SERVICES | | | 4,669.49 |
| ----- | | | |
| 004902 | BLOOM SLUGGETT PC | | |
| | 24777 | ADMIN - PROFESSIONAL SERVICES JANUARY 2024 | 3,502.00 |

| | | | |
|--|-----------------------------------|---|------------|
| TOTAL FOR: BLOOM SLUGGETT PC | | | 3,502.00 |
| 005012 | UNITED BANK | | |
| | 2024.02.12 | RETURNED PAYMENT FEE | 15.00 |
| | 2024.02.13 | ACH FEE - TAX DISTRIBUTION 02/16/2024 | 7.00 |
| | 2024.02.14 | ACH FEES (3) - UTILITY ACH / PAYROLL DIRECT DEPOSIT / | 21.00 |
| | 2024.02.16 | RETURNED PAYMENT FEE ACH | 7.50 |
| | 2024.02.20 | ACH FEE - TAX DISTRIBUTION 02/23/2024 | 7.00 |
| | 2024.02.21 | ACH FEE - PAYROLL PRENOTES | 7.00 |
| TOTAL FOR: UNITED BANK | | | 64.50 |
| 005047 | STAPLES, INC. | | |
| | 3558192662 | DPS - RECEIPT BOOK/USB DRIVE OL | 60.80 |
| TOTAL FOR: STAPLES, INC. | | | 60.80 |
| 005122 | GREAT LAKES ELEVATOR, LLC | | |
| | 10119 | DPS - ELEVATOR LOAD TESTING | 2,000.00 |
| TOTAL FOR: GREAT LAKES ELEVATOR, LLC | | | 2,000.00 |
| 005124 | HEALTHEQUITY INC | | |
| | I7Q8TRK | ADMIN - FSA MONTHLY FEES FEBRUARY 2024 - AK | 7.00 |
| TOTAL FOR: HEALTHEQUITY INC | | | 7.00 |
| 005163 | SIGNCRAFTERS | | |
| | 122023 | DDA - WAYFINDING SIGNS DS | 6,550.00 |
| TOTAL FOR: SIGNCRAFTERS | | | 6,550.00 |
| 005171 | FLYERS ENERGY LLC | | |
| | CFS-3748823 | DPS - FUEL FOR POLICE/FIRE VEHICLES | 875.35 |
| TOTAL FOR: FLYERS ENERGY LLC | | | 875.35 |
| 005182 | RHOADES MCKEE PC | | |
| | 408813 | JANUARY 2024 ENVIRONMENTAL LEGAL SERVICES | 16,983.75 |
| TOTAL FOR: RHOADES MCKEE PC | | | 16,983.75 |
| AAESAACH | ALLEGAN AREA EDUCATION SVC AGENCY | | |
| | 2024.02.10 | 2023 TAX COLLECTIONS W/E 02/10/2024 | 61,360.81 |
| | 2024.02.17 | 2023 TAX COLLECTIONS W/E 02/17/2024 | 76,460.09 |
| TOTAL FOR: ALLEGAN AREA EDUCATION SVC AGENCY | | | 137,820.90 |
| ACACH | ALLEGAN COUNTY TREASURER | | |
| | 2024.02.10 | 2023 TAX COLLECTIONS W/E 02/10/2024 | 22,874.54 |
| | 2024.02.17 | 2023 TAX COLLECTIONS W/E 02/17/2024 | 28,511.27 |
| TOTAL FOR: ALLEGAN COUNTY TREASURER | | | 51,385.81 |
| ALLEG ISD | ALLEGAN AREA EDUCATION SVC AGENCY | | |
| | 2024.02.10 DPP | DELINQUENT PERSONAL PROPERTY COLLECTIONS THROL | 738.56 |

TOTAL FOR: ALLEGAN AREA EDUCATION SVC AGENCY 738.56

ALLEGAN TR ALLEGAN COUNTY TREASURER
2024.02.10DPP DELINQUENT PERSONAL PROPERTY COLLECTIONS THROL 704.76

TOTAL FOR: ALLEGAN COUNTY TREASURER 704.76

PCSACH PLAINWELL COMMUNITY SCHOOLS
2024.02.10 2023 TAX COLLECTIONS W/E 02/10/2024 288,166.88
2024.02.17 2023 TAX COLLECTIONS W/E 02/17/2024 325,086.83

TOTAL FOR: PLAINWELL COMMUNITY SCHOOLS 613,253.71

PL COM SCH PLAINWELL COMMUNITY SCHOOLS
2024.02.10DPP DELINQUENT PERSONAL PROPERTY COLLECTIONS THROL 1,396.86

TOTAL FOR: PLAINWELL COMMUNITY SCHOOLS 1,396.86

RANSOM RANSOM DISTRICT LIBRARY
2024.02.10 DPP DELINQUENT PERSONAL PROPERTY COLLECTIONS THROL 254.44

TOTAL FOR: RANSOM DISTRICT LIBRARY 254.44

RDLACH RANSOM DISTRICT LIBRARY
2024.02.10 2023 TAX COLLECTIONS W/E 02/10/2024 9,349.42
2024.02.17 2023 TAX COLLECTIONS W/E 02/17/2024 11,649.97

TOTAL FOR: RANSOM DISTRICT LIBRARY 20,999.39

TOTAL - ALL VENDORS 928,344.81

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: 2024.02.22 12:43:49 -05'00'

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: 2024.02.23 08:17:15 -05'00'

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: 2024.02.22 13:59:14 -05'00'

Kevin Callahan, Public Safety Director

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

Insert Signature:

Kevin A Callahan
Digitally signed by Kevin A Callahan
Date: 2024.02.22 13:32:16 -05'00'

Bob Nieuwenhuis, Public Works Supt.

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

Insert Signature:

Robert Nieuwenhuis
Digitally signed by Robert Nieuwenhuis
Date: 2024.02.23 09:28:48 -05'00'

Justin Lakemper, 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. Special Event Permit 24-06 – Dean’s Ice Cream Car Show

Dean’s Ice Cream has submitted Special Event Permit 24-06, requesting permission to close Sherwood St. between Sterling and Oak from 4pm until 8pm April 15th, 2024 through October 7th, 2024 for a car show.

Recommended action: Consider approving the Special Event Permit for Dean’s Ice Cream.

B. Emergency contract for Bioxide with Evoqua Water Technologies

The last contract the City had with Evoqua expired in October 2023. Evoqua has maintained the per gallon price from the previous contract, and lowered equipment rental fees by request. This is a 6-month contract, from February 2024 through July 2024. Bioxide is a chemical used to treat hydrogen sulfide gas in the sewer main between Martin and Plainwell. The Village of Martin has agreed to pay 80% of the chemical cost and equipment rental fee. Evoqua Water Technologies is a sole source provider.

Recommended action: Consider approving the emergency 6-month contract with Evoqua Water Technologies for Bioxide and equipment rental for \$16,492.12.

C. Flower Planter Purchase.

The City would benefit from planting fewer starter plants and purchasing stock from a greenhouse. When plants come from a green house, they are pre-grown- having an immediate visual impact and less chance of dying. We need 12 black steel planters to be completely uniform throughout the City. Two companies manufacture this planter.

- Global Industrial \$459.95 per planter
- Victor Stanley \$855.00 per planter

Recommended action: Consider approving the purchase of 12 black steel planters from Global Technologies for \$5519.40.

D. Sale of William Crispe building

The City was given the William Crispe building in 2021. Prior to closing, it was operating as a home for the elderly. Since the City took ownership, it has sat vacant. In 2021, the City put out a request for proposals from organizations who would be interested in continuing to operate the building as an elder care facility. The City did not pursue any of proposals received. Over the summer, I reached out to anyone who had shown prior interest in reopening the home. Comfort Living Homes, LLC was the only group to still have interest in purchasing the building for the purposes of opening up an AFC Home. They have offered:

Purchase Price: \$115,000

Earnest Money Deposit: \$10,000

Inspection Timeframe: 60 Days

Timeframe to close: 90 Days

Reopening the building as a home is the best use of the building from a community standpoint. Additionally, the City has no use for it and will continue to incur unneeded expenses maintaining the building if we hold onto it.

Recommended action: Consider approving the sale of 203 W. Bridge St (William Crispe building) to Comfort Living Home, LLC for \$115,000 and authorizing City Manager Lakamper to execute the sale.

Reminder of Upcoming Meetings

- March 6, 2024 – Plainwell Planning – 6:30pm
- **March 11, 2024 – Plainwell City Council – 7:00pm**
- March 12, 2024 – Plainwell DDA/BRA/TIFA – 7:30am
- March 14, 2024 – Plainwell Parks & Trees – 5:00pm

Non-Agenda Items / Materials Transmitted

- None