

# City of Plainwell



Rick Brooks, Mayor  
Lori Steele, Mayor Pro-Tem  
Brad Keeler, Council Member  
Todd Overhuel, Council Member  
Roger Keeney, 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](http://www.plainwell.org)

“The Island City”

---

## AGENDA

City Council – Monday March 13, 2017

7:00 PM

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes/Summary** – 02/27/2017 Regular Meeting.
6. **General Public**
7. **County Commissioner Reports**
8. **Presentations**
  - A. Jennifer Quigley, GHD - Mill Site Progress Report
9. **Agenda Amendments**
10. **Mayor's Report**
  - A. Recognition of former Mayor Joe Dorgan
11. **Recommendations and Reports:**
  - A. Second Reading : Ordinance 378 - West Town Apartments**

Council will consider the second reading of Ordinance 378 to amend Section 56-16 of the Code of Ordinances for West Town Apartment’s rehabilitation project start date.
  - B. Resolution 17-11 – Michigan DNR Development Project Agreement**

Council will consider adopting a Resolution appropriating funds to match the Michigan DNR Grant for Sherwood Park Upgrades and Enhancements.
  - C. Special Event Permit 2017-001 – Plainwell Days Festival**

Council will consider approving the permit for the Plainwell Days Festival June 1-4, 2017.
  - D. Special Event Permit 2017-002 – Plainwell Community Easter Egg Hunt**

Council will consider approving the permit for the Easter Egg Hunt, April 8, 2017.
  - E. Thurl Cook Park Pickleball Courts**

Council will consider a proposal from Racquet Sports for the conversion of a tennis court into two pickleball courts at Thurl Cook Park.
12. **Communications:** The January 2017 DPS Report, the February 2017 Investment Activity and Fund Balance Reports.
13. **Accounts Payable - \$155,520.39**
14. **Public Comments**
15. **Staff Comments**
16. **Council Comments**
17. **Adjournment**

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

MINUTES  
Plainwell City Council  
February 27, 2017

1. Mayor Brooks called the regular meeting to order at 7:00 PM in City Hall Council Chambers.
2. Pledge of Allegiance was given by all present.
3. Roll Call: Present: Mayor Brooks, Mayor Pro-Tem Steele, Councilman Keeler, Councilman Overhuel and Councilman Keeney. Absent: None.
4. Approval of Minutes/Summary:  
**A motion by Steele, supported by Overhuel, to accept and place on file the Council Minutes and Summary of the 02/13/2017 regular meeting. On voice vote, all voted in favor. Motion passed.**
5. General Public / County Commissioner:  
Commissioner Black updated Council about a county-wide committee considering a new road funding millage and that the County continues to seek input and feedback on the issue.
6. Agenda Amendments: None
7. Mayor's Report: None
8. Recommendations and Reports:
  - A. Clerk/Treasurer Kelley reminded Council of a 2016 action to grant the West Town Apartments special tax consideration upon funding for a large rehabilitation project. The developer approached the city about extending the one-year requirement for the project to commence. The city attorney drafted an Ordinance to amend the ordinances to allow for the project to begin before March 10, 2018. Nate Rykse, representing West Town Apartments, noted that the funding had been secured and that many closings were happening to finish that part of the project.  
**A motion by Keeler, supported by Steele, to approve the first reading and waive the actual reading of Ordinance 378 for West Town Apartments. On a voice vote, all in favor. Motion passed.**
  - B. City Manager Wilson briefed Council about having received a Letter of Intent from Steve Tyre to purchase the former Harding's building for an ACE Hardware Store. The city attorney drafted a resolution to approve the sale of property.  
**A motion by Keeler, supported by Overhuel, to adopt Resolution 17-10, approving the sale of property for an ACE Hardware Store and to authorize the City Manager to execute all documents on behalf of the city. On a voice vote, all in favor. Motion passed.**
  - C. Director Bomar noted that as part of ongoing replacement of turn-out gear, he had identified two staff who needed new gear. The project is included in the current year operating budget.  
**A motion by Keeney, supported by Keeler, to approve the purchase of fire turn-out gear from Time Emergency Equipment for \$4,250. On a voice vote, all in favor. Motion passed.**
9. Communications:  
**A motion by Steele, seconded by Overhuel, to accept and place on file the February 9, 2017 Allegan County Commission Minutes and the January 2017 Water Renewal Report. On a voice vote, all in favor. Motion passed.**
10. Accounts Payable:  
**A motion by Keeler, supported by Steele, that the bills be allowed and orders drawn in the amount of \$706,428.28 for payment of same. On a roll call vote, all in favor. Motion passed.**

11. Public Comments

None.

12. Staff Comments

Personnel Manager Lamorandier reported having received ten (10) applications for seasonal employment in Parks.

Community Development Manager Siegel noted several items:

- The Dog Park fundraising is underway at many locations around the city;
- Two (2) grants have been submitted to the USDA, one for road funding for the Prince Street extension and the other for a Farmer's Market Manager;
- RFPs are in the works for the restroom project in Sherwood Park for which the city recently received a grant award;
- The MEDC has received the city's RRC application and will be reviewing that over the next 4-5 months;
- On March 8, the city will host a meeting of the Interurban Trail committee; and
- On Friday March 10, the Art Hop has many activities planned.

Superintendent Urdike reported that the dump truck auction was successful and the city is happy to have gotten the vehicle for under budget.

Superintendent Pond noted continued work on capital projects, specifically the hot water loop project.

Director Bomar noted working on updating the Mutual Aid Agreement with the County and the new Sheriff.

Clerk/Treasurer Kelley noted working on property tax settlements, budget and election-related training followup.

13. Council Comments:

None.

14. Adjournment:

**A motion by Steele, supported by Overhuel, to adjourn the meeting at 7:23 PM. On voice vote, all voted in favor. Motion passed.**

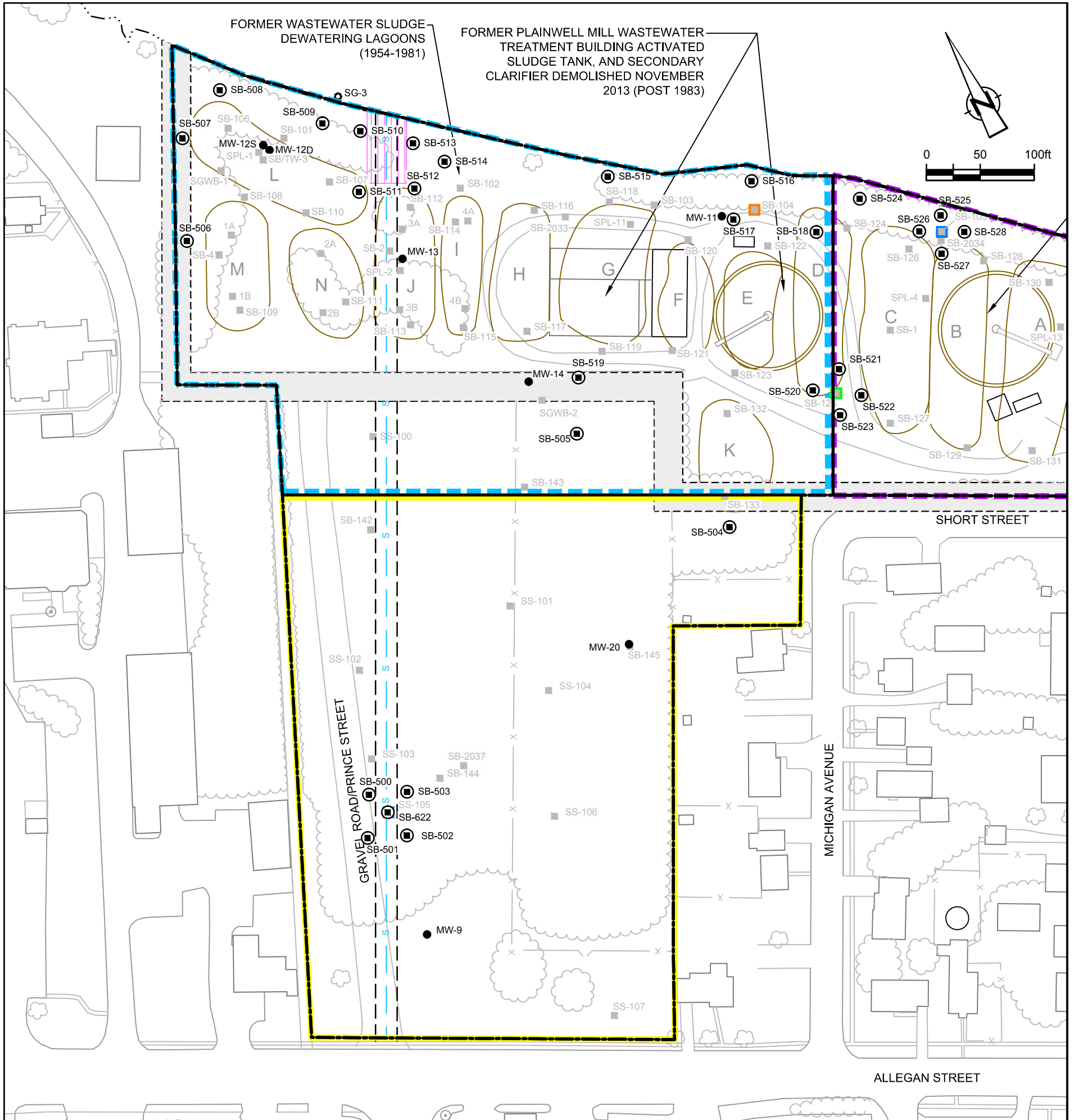
Minutes respectfully  
Submitted by,  
Brian Kelley  
City Clerk/Treasurer

**SUMMARY**  
**Plainwell City Council**  
**February 27, 2017**

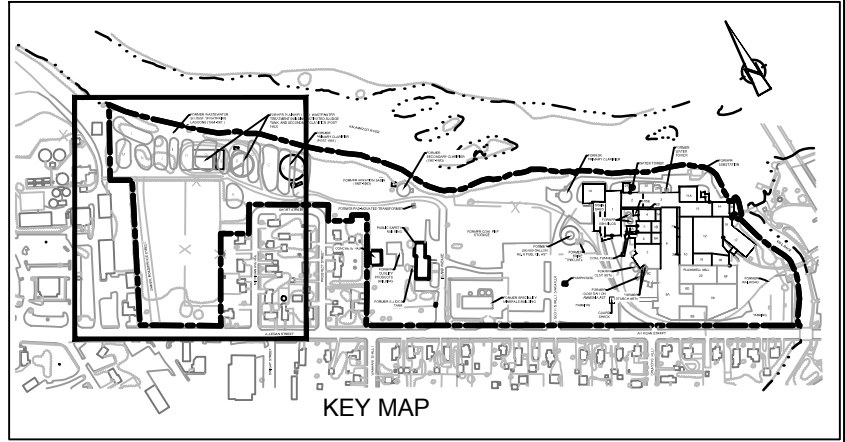
1. Mayor Brooks called the regular meeting to order at 7:00 PM in Council Chambers at City Hall.
2. Pledge of Allegiance was given by all present.
3. Roll Call: Present: Brooks, Keeler, Overhuel, Keeney and Steele. Absent: None.
4. Approved Minutes/Summary of 02/13/2017 regular meeting.
5. Approved the first reading and waived the actual reading of Ordinance 378 for West Town Apartments.
6. Adopted Resolution 17-10, Approving Sale of Property for an ACE Hardware Store.
7. Approved a \$4,250 purchase of fire turn out gear from Time Emergency Equipment.
8. Accepted and placed on file the February 9, 2017 Allegan County Commission Minutes and the January 2017 Water Renewal Report.
9. Approved Accounts Payable for \$706,428.28.
10. Adjourned the meeting at 7:23 pm.

Submitted by,  
Brian Kelley  
City Clerk/Treasurer

The City of Plainwell is an equal opportunity provider and employer



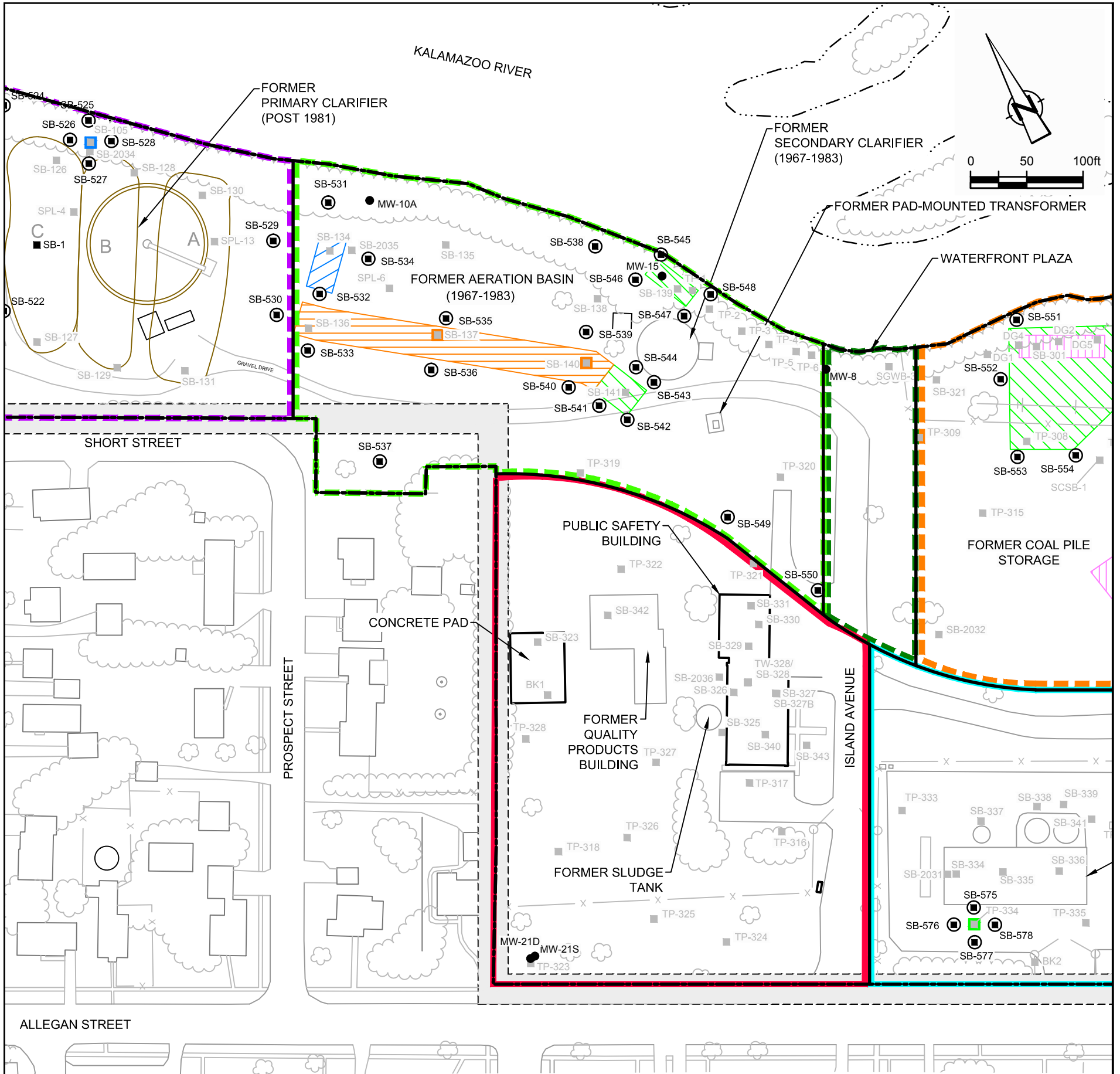
- LEGEND**
- SITE BOUNDARY (UP TO TOP OF BANK ALONG THE KALAMZOO RIVER AND MILL RACE)
  - TREE LINE
  - FORMER FEATURES
  - SURFACE WATER
  - APPROXIMATE MICHIGAN GAS UTILITIES EASEMENT
  - APPROXIMATE MDOT STORM SEWER EASEMENT BOUNDARY
  - s — APPROXIMATE MDOT STORM SEWER LINE
  - SG-1 STAFF GAUGE LOCATION
  - SB-283 HISTORICAL SOIL SAMPLE LOCATIONS
  - MW-5 MONITORING WELL LOCATION
  - SB-505 PROPOSED SOIL BORING LOCATION
- REDEVELOPMENT AREA**
- COMMERCIAL AREA 1
  - RESIDENTIAL AREA 1
  - RESIDENTIAL AREA 2



- APPROXIMATE EXCAVATION DEPTHS (BGS) AS PRESENTED IN THE FEASIBILITY STUDY**
- 0-2 feet
  - 2-5 feet
  - 5-10 feet
  - >10 feet

figure 3.1  
**PROPOSED SOIL BORING LOCATIONS - WEST  
 PRE-DESIGN INVESTIGATION WORK PLAN  
 FORMER PLAINWELL, INC. MILL PROPERTY  
 Plainwell, Michigan**

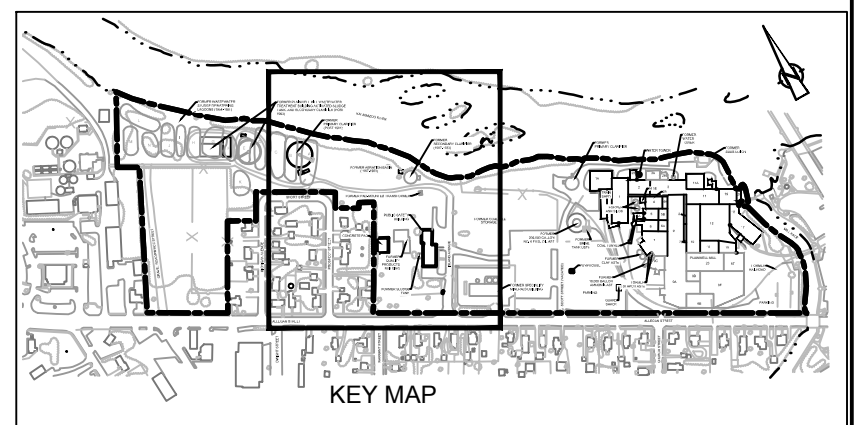




ALLEGAN STREET

**LEGEND**

- SITE BOUNDARY (UP TO TOP OF BANK ALONG THE KALAMAZOO RIVER AND MILL RACE)
- TREE LINE
- FORMER FEATURES
- SURFACE WATER
- APPROXIMATE MICHIGAN GAS UTILITIES EASEMENT
- APPROXIMATE MDOT STORM SEWER EASEMENT BOUNDARY
- APPROXIMATE MDOT STORM SEWER LINE
- SG-1 STAFF GAUGE LOCATION
- SB-283 HISTORICAL SOIL SAMPLE LOCATION
- MW-5 MONITORING WELL LOCATION
- SB-524 PROPOSED SOIL BORING LOCATION
- REDEVELOPMENT AREA**
- COMMERCIAL AREA 2
- MIXED RESIDENTIAL/COMMERCIAL AREA 1
- RESIDENTIAL AREA 2
- RESIDENTIAL AREA 3
- RESIDENTIAL AREA 4
- WATERFRONT PLAZA



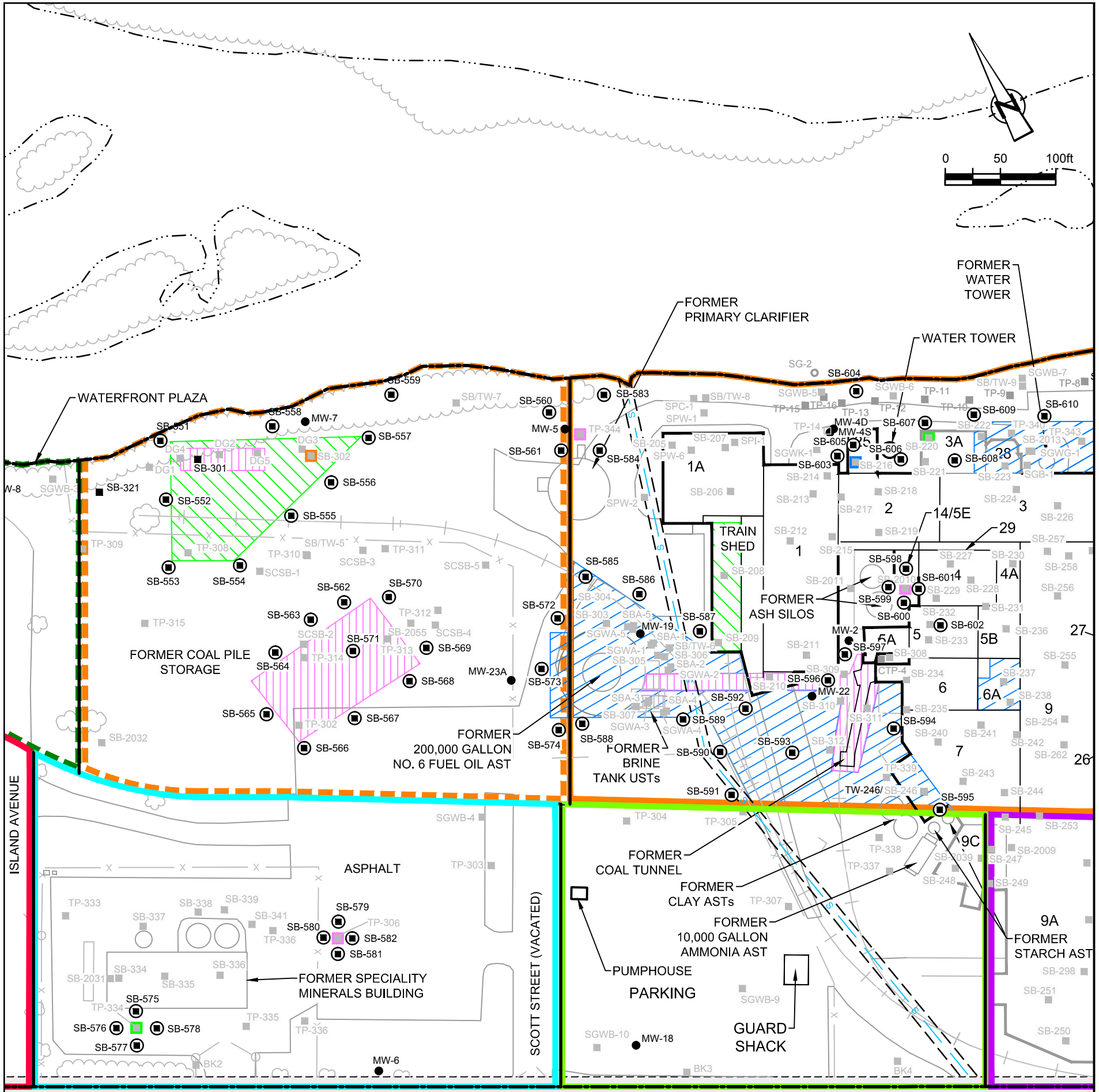
**APPROXIMATE EXCAVATION DEPTHS (BGS) AS PRESENTED IN THE FEASIBILITY STUDY**

- 0-2 feet
- 2-5 feet
- 5-10 feet
- >10 feet

figure 3.2

PROPOSED SAMPLE LOCATIONS - CENTER-WEST  
PRE-DESIGN INVESTIGATION WORK PLAN  
FORMER PLAINWELL, INC. MILL PROPERTY  
Plainwell, Michigan





ISLAND AVENUE  
SCOTT STREET (VACATED)  
ALLEGAN STREET

**LEGEND**

- SITE BOUNDARY (UP TO TOP OF BANK ALONG THE KALAMZOO RIVER AND MILL RACE)
- TREE LINE
- FORMER FEATURES
- SURFACE WATER
- APPROXIMATE MICHIGAN GAS UTILITIES EASEMENT
- APPROXIMATE MDOT STORM SEWER EASEMENT BOUNDARY
- APPROXIMATE MDOT STORM SEWER LINE
- SG-1 STAFF GAUGE LOCATION
- SB-283 HISTORICAL SOIL SAMPLE LOCATION
- MW-5 MONITORING WELL LOCATION
- SB-559 PROPOSED SOIL BORING LOCATION

**REDEVELOPMENT AREA**

- COMMERCIAL AREA 2
- COMMERCIAL AREA 3
- MIXED RESIDENTIAL/COMMERCIAL AREA 1
- MIXED RESIDENTIAL/COMMERCIAL AREA 2
- COMMERCIAL AREA 4
- RESIDENTIAL AREA 4
- WATERFRONT PLAZA

**APPROXIMATE EXCAVATION DEPTHS (BGS) AS PRESENTED IN THE FEASIBILITY STUDY**

- 0-2 feet
- 2-5 feet
- 5-10 feet
- >10 feet

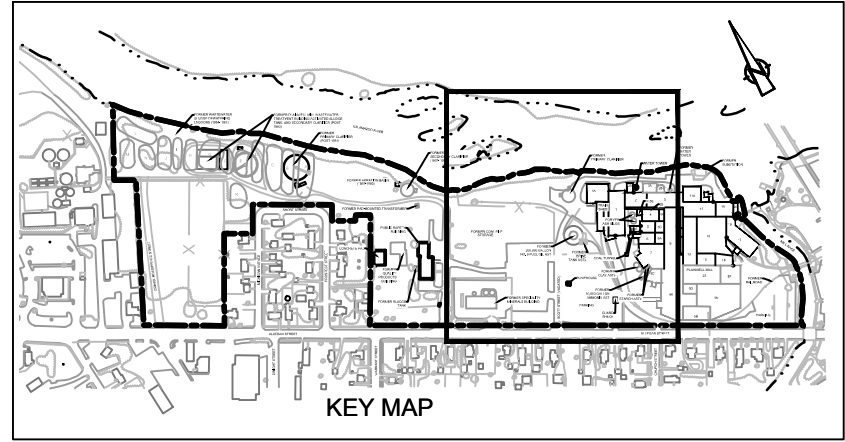
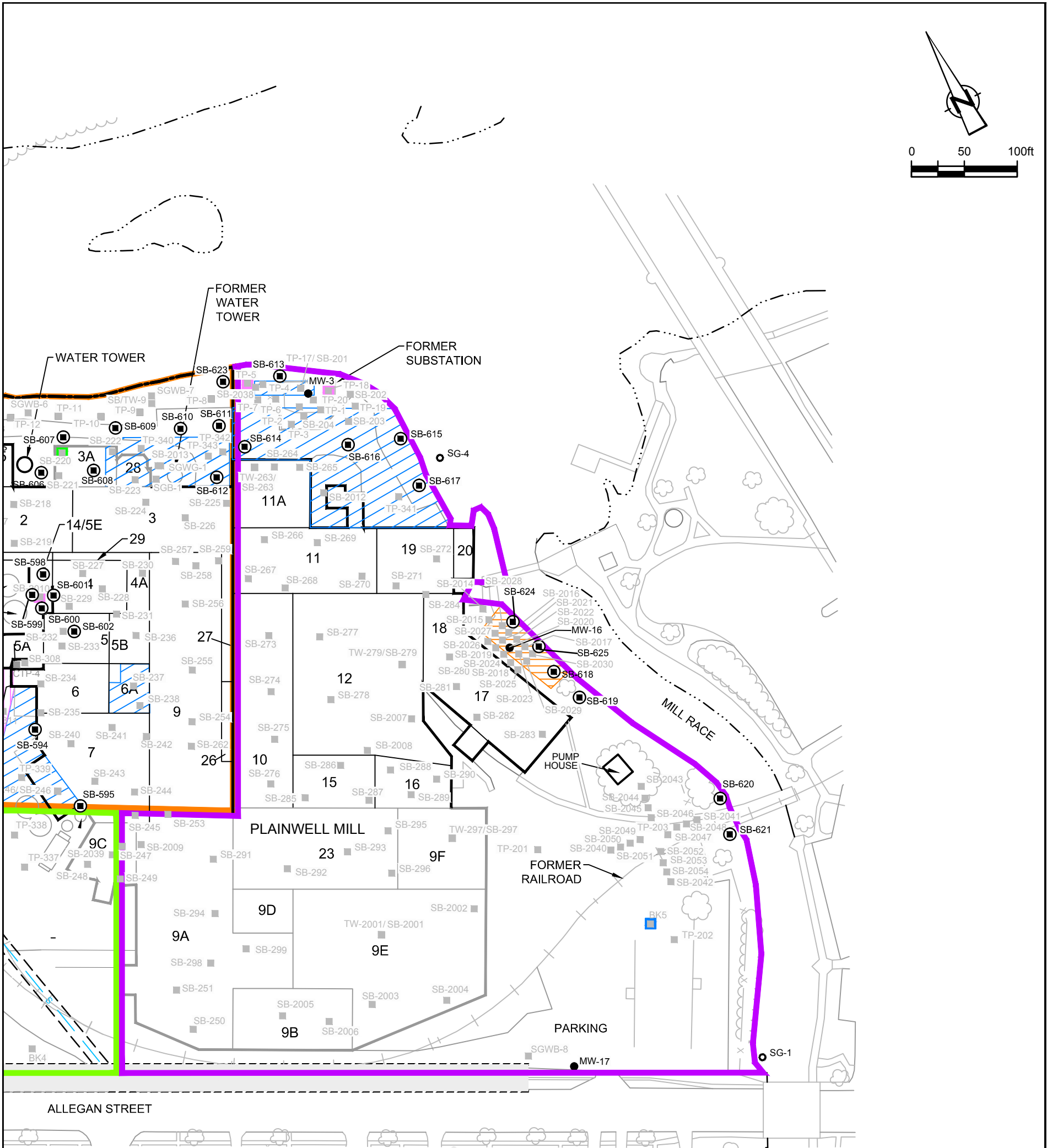


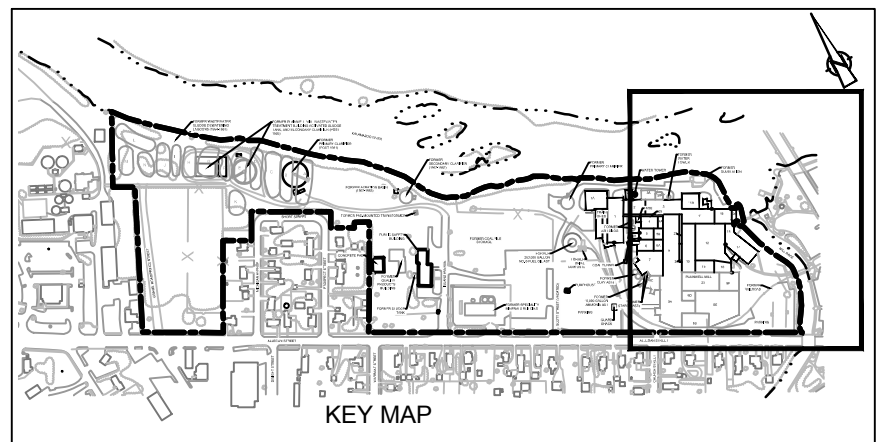
figure 3.3

**PROPOSED SAMPLE LOCATIONS - CENTER-EAST  
PRE-DESIGN INVESTIGATION WORK PLAN  
FORMER PLAINWELL, INC. MILL PROPERTY  
Plainwell, Michigan**





- LEGEND**
- SITE BOUNDARY (UP TO TOP OF BANK ALONG THE KALAMZOO RIVER AND MILL RACE)
  - TREE LINE
  - FORMER FEATURES
  - SURFACE WATER
  - APPROXIMATE MICHIGAN GAS UTILITIES EASEMENT
  - APPROXIMATE MDOT STORM SEWER EASEMENT BOUNDARY
  - APPROXIMATE MDOT STORM SEWER LINE
  - SG-1 STAFF GAUGE LOCATION
  - SB-283 SOIL BORING LOCATION
  - MW-5 MONITORING WELL LOCATION
  - SB-613 PROPOSED SOIL BORING LOCATION
- REDEVELOPMENT AREA**
- COMMERCIAL AREA 3
  - MIXED RESIDENTIAL/COMMERCIAL AREA 2
  - COMMERCIAL AREA 4



APPROXIMATE EXCAVATION DEPTHS (BGS) AS PRESENTED IN THE FEASIBILITY STUDY

- 0-2 feet
- 2-5 feet
- 5-10 feet
- >10 feet

figure 3.4

**PROPOSED SAMPLE LOCATIONS - EAST  
PRE-DESIGN INVESTIGATION WORK PLAN  
FORMER PLAINWELL, INC. MILL PROPERTY  
Plainwell, Michigan**







Plainwell Mayor  
Joe Dorgan  
1996-2000



**ORDINANCE NO. 378  
THE CITY OF PLAINWELL**

**AN ORDINANCE TO AMEND SECTION 56-16 OF THE CODE OF ORDINANCES OF  
THE CITY OF PLAINWELL, ALLEGAN COUNTY, MICHIGAN:**

THE CITY OF PLAINWELL ORDAINS THAT THE FOLLOWING AMENDMENTS ARE  
HEREBY MADE:

***Chapter 56: Taxes***

**SECTION 56-16. Establishment of Annual Service Charge.**

A. The housing development known as West Town Development and the property on which it is located shall be exempt from all ad valorem property taxes as of December 31 after the sponsor commences rehabilitation of the West Town Development, secures an allocation of low income housing tax credits from the authority, and completes the certification process in Section 15a(1) of the Act by November 1; provided that the rehabilitation commences by March 10, 2018. The city, acknowledging that the sponsor and the authority have established the economic feasibility of the housing development in reliance upon the enactment and continuing effect of this article and the qualification of the housing development for exemption from all ad valorem property taxes and a payment in lieu of taxes as established in this article, and in consideration of the sponsor's offer, subject to receipt of an allocation under the LIHTC program, to purchase, own, rehabilitate and operate the housing development, agrees to accept payment of an annual service charge for public services in lieu of all ad valorem property taxes.

B. The annual service charge for each operating year shall be the greater of:

(1) the total amount of ad valorem property taxes assessed against the parcel on which the West Town Development is located in the 2016 tax year; and

(2) fifteen and seventy-four hundredths percent (15.74%) of the Annual Shelter Rents actually collected by the Housing Development the given operating year.

All Ordinances or parts thereof in conflict with the provisions of this ordinance to the extent of any such conflict are hereby repealed.

This ordinance shall take effect FIFTEEN (15) DAYS after publication thereof.

This ordinance was approved by the City of Plainwell. County of Allegan. State of Michigan.  
at a regular meeting of the City Council held on March 13, 2017.

AYES:

NAYS:

ABSENT:

---

Richard Brooks, Mayor

---

Brian Kelley, City Clerk/Treasurer

I hereby certify that the above ordinance known as Ordinance #378 was published in the  
Union Enterprise on the 2nd day of March, 2017.

---

Brian Kelley, City Clerk/Treasurer

NOTICE OF ORDINANCE ADOPTION

CITY OF PLAINWELL

ORDINANCE NO. 378 - AN ORDINANCE TO AMEND SECTION 56-16 OF THE CODE OF  
ORDINANCES TO ESTABLISH PROJECT COMMENCEMENT DATES:

PUBLIC NOTICE is hereby given that Ordinance No. 378 was considered, for first reading, by the City Council of the City of Plainwell on February 27, 2017. A summary of the ordinance follows:

1. *Amended Section 56-16(A) to require the rehabilitation project commences by March 10, 2018.*
2. *All other provisions of this Section remain unchanged.*

This Ordinance will be offered for a second reading and adoption at the Regular Meeting of the Plainwell City Council on Monday March 13, 2017, at 7:00pm at Plainwell City Hall, 211 N. Main St., Plainwell, MI. This Ordinance shall take effect twenty (20) days following adoption by the Plainwell City Council and upon publication of this summary in accordance with City Charter.

The publication of this summary of the ordinance is intended to meet the requirements for publication as authorized under the provisions of Public Act No. 182 of the Public Acts of 1991, State of Michigan. No further publication of the ordinance is required or contemplated by the City. A true and complete copy of the ordinance can be inspected or obtained at the office of the City Clerk, 211 N. Main St., Plainwell, Michigan.

Brian Kelley  
City Clerk/Treasurer

DATED: February 28, 2017

**Resolution 17- 11**  
**City of Plainwell**  
**Allegan County, Michigan**

Upon motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, the following Resolution was adopted:

“RESOLVED, that the City of Plainwell, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the City of Plainwell does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide Fifteen Thousand (\$15,000) dollars to match the grant authorized by the Department.
2. To maintain satisfactory financial accounts, documents, and records that can be made available to the Department for auditing at reasonable times.
3. To construct the project and provide such funds, services and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of the Resolution.”

Adopted this 13th day of March, 2017

Ayes:

Nays:

Absent:

BY: \_\_\_\_\_

Richard Brooks. Mayor

**CERTIFICATION**

I hereby certify that the foregoing constitutes a true and complete copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, adopted by the Plainwell City Council, County of Allegan, Michigan, at a regular meeting held on March 13, 2017, the original of which is on file in my office and available to the public.

\_\_\_\_\_  
Brian Kelley, Clerk/Treasurer



- b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
  - i. Payments will be made on a reimbursement basis at **Seventy-Five (75%) percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
  - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.
  - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
  - iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected a RPGP sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Fifteen Thousand (\$15,000.00) dollars** in local match. This sum represents **Twenty-Five (25%) percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE .
- b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
- c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
  - i. All projects with a total project cost of \$15,000 or greater shall retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
  - ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the

DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional (Prime Professional is not required for grants less than \$15,000).

- iii. Upon written DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - iv. Upon written DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$2,500 and \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
  - vi. Complete construction to all applicable local, state and federal codes, as amended; including the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended.
  - vii. Bury all new telephone and electrical wiring within the project area.
  - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. To operate the project facilities for a minimum of 40 years (useful life of facilities anticipated), to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
  - e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.



- f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
  - g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and recreation program.
  - h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
  - i. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
  - j. To erect and maintain a sign on the property for the life of the facilities which designates this project as one having been constructed with the assistance of the RPGP. A sign will be provided by the DEPARTMENT. Any replacement sign(s) will be at the expense of the GRANTEE.
  - k. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony to the local media. The use of the program logo and a brief description of the program are strongly encouraged in brochures related to public recreation produced by the GRANTEE. Upon the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning January 1, 2017 and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
  9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:
    - a. Submit a written progress report every 180 days during the project period.
    - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun. For grants \$15,000 or less, reimbursement should be submitted for entire amount at completion of the project.
    - c. Submit a complete request for final reimbursement within 90 days of project completion and

no later than 6/30/2019. If the GRANTEE fails to submit a complete final request for reimbursement by 6/30/2019, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.

10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, during the life of the facilities, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.
12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
  - a. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
  - b. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. During the life of the facilities, none of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole

or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.

16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and commits the project area to Michigan's recreation estate for the useful life of the project facilities, therefore:
  - a. The GRANTEE agrees that, during the life of the facilities, the project area or any portion thereof will not be converted to other than public recreation use without prior written approval by the DEPARTMENT and implementation of mitigation approved by the DEPARTMENT, including but not limited to replacement with land and/or project facilities of similar recreation usefulness and fair market value.
  - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
  - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
  - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
  - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
  - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
  - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;or
  - b. If any portion of the project area is a facility, documentation that Department of Environmental Quality-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT may, in addition to any other remedy provided by law,;
  - a. Terminate this Agreement; and/or
  - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
  - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the RPGP, Michigan Natural Resources Trust Fund, and Land and Water Conservation Fund; and/or
  - d. Require repayment of grant funds already paid to GRANTEE.
  - e. Require specific performance of the Agreement.
29. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.

30. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
31. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, familial status or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
33. The GRANTEE agrees to assist DEPARTMENT personnel in promotion of the Recreation Passport Program by distributing marketing materials provided by the DEPARTMENT .
34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
35. The rights of the DEPARTMENT under this Agreement shall continue for the anticipated life of the project facilities as stated in Section 7(d).
36. The Agreement may be executed separately by the parties. This Agreement is not effective until:
  - a. The GRANTEE has signed the Agreement and returned both copies together with the necessary attachments within 60 days of the date the Agreement is issued by the DEPARTMENT, and

b. The DEPARTMENT has signed the Agreement. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date.

Approved by resolution (true copy attached) of the \_\_\_\_\_  
(date)

\_\_\_\_\_ meeting of the \_\_\_\_\_  
(special or regular) (name of approving body)

**GRANTEE**

SIGNED

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Grantee's Federal ID#

38-6004724  
\_\_\_\_\_

**MICHIGAN DEPARTMENT OF NATURAL RESOURCES**

SIGNED

By \_\_\_\_\_

Title: Manager, Grants Management

Date \_\_\_\_\_

SAMPLE RESOLUTION  
(Development)

Upon motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, the following Resolution was adopted:

“RESOLVED, that the \_\_\_\_\_, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the \_\_\_\_\_ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide \_\_\_\_\_ (\$\_\_\_\_\_) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.”

The following aye votes were recorded: \_\_\_\_\_

The following nay votes were recorded: \_\_\_\_\_

STATE OF MICHIGAN            )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, Clerk of the \_\_\_\_\_, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





Permit No: \_\_\_\_\_

Please complete this application to request a special event permit. Applications are processed in 21-30 days. If the application is approved, a permit will be mailed to the applicant. If the application is not approved, the applicant will be notified by phone. There is a \$5.00, non-refundable, administrative processing fee.

*Pay in cash - @*

**Applicant Information:**

Sponsoring Organization:	<i>Plainwell Days Festival</i>		
Contact Name:	<i>TRACEE DUNLOP</i>	Email:	<i>tdunlop1014@gmail.com</i>
Address:	<i>118 E. Bridge St</i>		
Daytime Phone:	<i>269-685-8910</i>	Evening Phone:	<i>269-365-4890</i>

**Event Information:**

Type of Event: *Plainwell Days Festival*

Describe in Detail the Activities Planned: *Carnival, Arts + Crafts, bike show - car show, tractor show, Seps on the River, torch at truck, music, Food - Bingo, Senior Expo -*

Location in Which Event will be Held: *Fannie Pell, N + S. main. ALIKS pk. old Mill parking lot.*

	Date	Time	Day of Week
Setup	<i>6/2/17</i>	<i>8:00 AM</i>	<i>Friday</i>
Event Starts	<i>6/1/17</i>	<i>3:00 pm + 7:00 pm</i>	<i>Thursday - Carnival / parade</i>
Event Ends	<i>6/4/17</i>	<i>5:00 AM</i>	<i>Sunday</i>
Dismantle	<i>6/5/17</i>		

Number of People Expected to Attend the Event: *5,000 -*

**Event Details:**

- Is event sponsored by a nonprofit organization? YES  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? *FB, WRXL, Local papers, Channel 17, movie theater, Flyers* YES  NO
- Does the event require on-site security? YES  NO
- Does the event require on-site medical service? *maybe* YES  NO
- Does the event require street closure? If so, indicate route *see attachment* YES  NO
- 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 *Boxby Plannwell Auto for stage*

**Tents or Structures**

Are you installing or constructing any structures, including buildings, climbing structures, stages, tents, canopies, etc.? YES  NO

If yes, please show structures on a site plan (attach). Also, please describe type, size and, number of structures. *Tent 40x40 - Free standing at Fanne Bell pk.*

Permittees shall be responsible for the procurement of and payment for any electrical energy used during the event. *AD.*

Permittees are responsible for cleaning and restoring the site after the event. The cost of any employee overtime incurred because of a permittee's failure to clean and/or restore the site following the event will be borne by the permittee. *AD.*

As the applicant, I hereby agree to abide by the terms set forth in this application and the ordinances of the City of Plainwell. I understand the failure to do so may lead to the cancellation of the event, or the denial of future permit applications.

Yes, I agree to the above terms       No, I do not agree to the above

Send this application to:                      The City of Plainwell  
211 N. Main Street  
Plainwell, MI 49080

**HOLD HARMLESS AGREEMENT**

Title of Event: Plainwell Days Festival      Date of Event: June 1<sup>st</sup> - 4<sup>th</sup> 2017  
Name of Applicant: TRACEE DUNCAN  
Address: 118 E. Bridge St      Phone: 269-365-4890  
Name of Event Sponsor: Same -  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**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) Tracee Duncan      Date: 2-8-17  
\_\_\_\_\_  
Date: \_\_\_\_\_

Signature of Officer of Sponsoring Organizations: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signature of Applicant: Tracee Duncan      Date: 2-8-17

**AFFIDAVIT OF APPLICANT (TO BE COMPLETED BY ALL APPLICANTS)**

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief and I have read, understand, and agree to abide by the rules and regulations and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager

**\*\*Office Use Only\*\***

**Permit Approved: YES NO**

**Name and Title:**

**Comments:**

**Thursday, June 1(Downtown Road Closure 645P-730P)**

- Parade downtown Plainwell 7P, followed by ice cream and hot dogs at the Band Shell

**Friday, June 2 (N. Main Road Closure 230P- )**

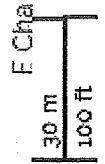
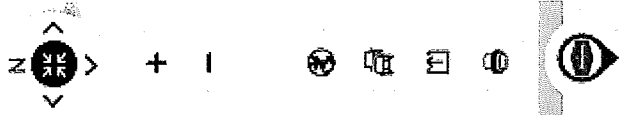
- Senior Expo 11A-2P under the Community Tent
- Live Entertainment 12N-3P on the Stage at Fannie Pell Park
- Arts & Crafts 12N-5P in Hicks Park
- Bingo 12N-4P at the Calico Rabbit
- Story Time with the Plainwell Library 12N-3P under the Community Tent
- Carnival 3P-10P Mill Lot
- Bike & Tractor Show 4P-7P on N. Main St
- Sips on the River 5P-9P at the Community Tent

**Saturday, June 3(Road Closure 8A-5P )**

- Pancake Breakfast 8A-10A under the Community Tent
- Main Street Car Show 9A-3P on N. Main
- Arts & Crafts 9A-4P in Hicks Park
- Free Kids Games 10A-2P on S. Main St
- Touch a Truck 10A-2P on S. Main St
- Animal Exhibit 10A-2P in Jenson Park
- Derby Races 11A-12N in Jenson Park
- Carnival 12N-10P Mill Lot
- Sips on the River 5P-9P under the Community Tent

**Sunday, June 4**

- Sunday Service 9A-10A under the Community Tent
- Kids Fishing with the DNR 11A-12N on the Kalamazoo River between City Hall and Fannie Pell Park
- Kids Crafts with the Home Depot 11A-12N under the Community Tent
- Carnival 12N-? Mill Lot
- Family Olympics 12N-4P (TBD)



N Anderson St

S Anderson St



Mill Place

N Main St

S Main St

E Chart St

Alleghan St

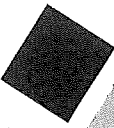
Alleghan St

W Chart St



Park St

W Chart St



Mill Place

Mill Place

- Band Shell
- Community Tent/Stage at Fannie Pell Park
- Mill Lot
- Hicks Park
- Main Street Area
- Jenson Park
- Shuttle Stops

W Chart St









Permit No: \_\_\_\_\_

Please complete this application to request a special event permit. Applications are processed in 21-30 days. If the application is approved, a permit will be mailed to the applicant. If the application is not approved, the applicant will be notified by phone. There is a \$5.00, non-refundable, administrative processing fee.

**Applicant Information:**

Sponsoring Organization: Plainwell 1st UMC, Fairway + Plainwell Baptist Church	
Contact Name: Lexanne Mastenbrooke	Email: mastenbrooke@live.com
Address: 4000 E B AV, Plainwell	
Daytime Phone: 269 779-2661	Evening Phone: 269 388-8899

**Event Information:**

Type of Event: Plainwell community Easter Egg Hunt

Describe in Detail the Activities Planned: For 2 to 10 year olds Easter Egg Hunt in Hicks Park, refreshments & prizes. Possibility music, + Fire + Police presence + Bounce House

Location in Which Event will be Held: Hicks Park

	Date	Time	Day of Week
Setup	April 8 <sup>th</sup>	7:30 AM	Saturday
Event Starts	"	9:30 AM	"
Event Ends	"	1:00 PM	"
Dismantle	"	2:00 PM	"

Number of People Expected to Attend the Event: 225+, last year we had about 150 kids plus adults

**Event Details:**

Is event sponsored by a nonprofit organization?	<u>YES</u>	<u>NO</u>
Will participants or spectators be charged an admission fee?	<u>YES</u>	<u>NO</u>
Will there be alcohol for sale?	<u>YES</u>	<u>NO</u>
Will there be food for sale?	<u>YES</u>	<u>NO</u>
Will there be merchandise for sale?	<u>YES</u>	<u>NO</u>
Will there be a vendor participation fee?	<u>YES</u>	<u>NO</u>
Do you have insurance?	<u>YES</u>	<u>NO</u>
Will any items be distributed?	<u>YES</u>	<u>NO</u>
Will the event be advertised? If so, how?	<u>YES</u>	<u>NO</u>
Does the event require on-site security?	<u>YES</u>	<u>NO</u>
Does the event require on-site medical service?	<u>YES</u>	<u>NO</u>
Does the event require street closure? If so, indicate route	<u>YES</u>	<u>NO</u>
Do you plan to have sound amplification?	<u>YES</u>	<u>NO</u>
Is electrical power required (for sound amplification, lighting, etc)?	<u>YES</u>	<u>NO</u>

*Markers posted around perimeter*  
*Shoppers Guide, GPH website*  
*Corner of Bridge & parade*  
*If we have music*  
*PCCS: B14*

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

**Tents or Structures**

Are you installing or constructing any structures, including buildings, climbing structures, stages, tents, canopies, etc.?

YES NO

If yes, please show structures on a site plan (attach). Also, please describe type, size and number of structures.

*3 TENTS*  
*2 - 10 x 20*  
*1 - 10 x 10*

Permittees shall be responsible for the procurement of and payment for any electrical energy used during the event.

Permittees are responsible for cleaning and restoring the site after the event. The cost of any employee overtime incurred because of a permittee's failure to clean and/or restore the site following the event will be borne by the permittee.

As the applicant, I hereby agree to abide by the terms set forth in this application and the ordinances of the City of Plainwell. I understand the failure to do so may lead to the cancellation of the event, or the denial of future permit applications.

X Yes, I agree to the above terms      \_\_\_\_\_ No, I do not agree to the above

Send this application to:                      The City of Plainwell  
211 N. Main Street  
Plainwell, MI 49080

**HOLD HARMLESS AGREEMENT**

Title of Event: Plainwell community      Date of Event: APR 8, 2017  
EASTER EGGS HUNT

Name of Applicant: Lexanne Mastenbrook

Address: 4000 EAST B AV      Phone: 269 388-8899

Name of Event Sponsor: Plainwell First United Methodist Church

Address: 200 Park St      Phone: 269-685-5113

**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) [Signature]      Date: 2-3-17

\_\_\_\_\_  
Date: \_\_\_\_\_

Signature of Officer of Sponsoring Organizations: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signature of Applicant: [Signature]      Date: 2-3-17

**AFFIDAVIT OF APPLICANT (TO BE COMPLETED BY ALL APPLICANTS)**

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief and I have read, understand, and agree to abide by the rules and regulations and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager

**\*\*Office Use Only\*\***

**Permit Approved: YES NO**

**Name and Title:**

**Comments:**

Proposal Submitted To:  
Rick Updike  
Address:  
Plainwell Public Works Department  
126 Fairlane St  
Plainwell, MI 49080

Phone: 269.685.9363 Date: 2/3/2017  
Job Name:  
Tennis Court Conversion to Pickleball  
court at Thurl Cook Park

Racquet Sports hereby submits estimates and specifications  
For converting one tennis court into two pickleball courts (approx. 120' 35')

### Non-Resilient Acrylic Color Coating

1. The surface shall be thoroughly cleaned and scraped to remove irregularities, dirt, and debris. Areas that are dirty, stained flaking or peeling will be removed. Entire court surface shall be cleaned with a pressure washer.
2. Minor depressions, rough areas, or any other area deemed necessary for repair shall be filled and leveled with the appropriate material per the manufactures specifications to help level the court surface as much as possible. Cracks shall be cleaned of dust, dirt and debris including vegetation and filled with an acrylic base crack filler designed for crack filling of asphalt or concrete tennis courts per the manufactures recommendations.
3. Apply 2 coats of acrylic filler coat binder to help level, fill, seal, and bond the court surface.
4. Apply 1 course(s) of color acrylic surfacing material as a texture filler course
5. Apply 1 course of color acrylic surfacing material as a finish course. Court color, color combination and court speed to be selected by owner.
6. Apply playing lines per U.S.A.P.A. specifications. Lines to be masked with tape and hand brushed for line clarity.

**Cost – \$5,800.00**

### Net Tension System

1. Net post sleeves and anchors shall be set in a 4000 psi concrete footing. Net Post footings will measure 18 inches at the top and 24 inches at the bottom with a total depth of 48 inches. Center strap anchor footings shall be 12" at the top and 15" at the bottom with a total depth of 24 inches. Footings shall be installed after asphalt tennis court has been paved.
2. Apply 1 coat of acrylic patch mix to tops of concrete footings to ensure adhesion of acrylic color coating.
3. Provide and install Douglas Premier Round 36" Pickleball Posts and Douglas JTN-30 22' Pickleball Net.

**Cost - \$2,500.00 (\$1,250.00 per set)**

**We Propose to complete the above work in accordance with above specifications, for the sum of:**

Total Cost:

There shall be a one (1) year guarantee on the material and all workmanship, except that applied to cracks. The guarantee shall be limited to the replacement of the material an application of same. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

#### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_

Authorized Signature \_\_\_\_\_

This proposal may be withdrawn, by us, if not accepted within 45 Days

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Proposal Submitted To:  
Rick Updike  
Address:  
Plainwell Public Works Department  
126 Fairlane St  
Plainwell, MI 49080

Phone: 269.685.9363 Date: 2/3/2017  
Job Name:  
Tennis Court Conversion to Pickleball  
court at Thurl Cook Park

## RiteWay crack repair (optional)

Apply *RiteWay Crack Repair System* utilizing a specialized expandable membrane system according to manufactures specifications (based on approx. 120' LF)

1. Filled cracked must be scraped or buffed flush with surface and cleaned.
2. Apply RiteWay tape to all designated structural cracks and apply approved binding adhesive over MicroSealant tape.
3. Install RiteWay 20" stress mat centered over first layer saturating with adhesive formula.
4. Install binding edge centered over stress mat edge.
5. Apply 1- 2 coats of acrylic resurfacer lengthwise over crack repair.

Note: This does not include all cracks (small splits, hairline, cracks along fence line (if any), or where the system cannot be properly applied).

**Cost - \$2,400.00**

Note: If more or less RiteWay crack repair is decided to be done use \$20 per foot. **Please Note Limitations of the RiteWay Crack Repair System:** the system does not prevent new cracks from forming outside the membrane system. It also does not prevent an existing crack that has the RiteWay system from extending. Any movement caused by moisture from underneath the base can cause lifting of the system and possible failure in that area.

**We Propose to complete the above work in accordance with above specifications, for the sum of:**

### Total Cost:

There shall be a one (1) year guarantee on the material and all workmanship, except that applied to cracks. The guarantee shall be limited to the replacement of the material an application of same. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

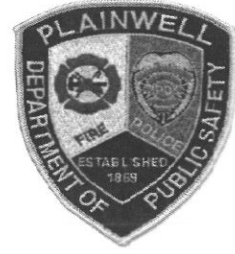
Date of Acceptance \_\_\_\_\_

Authorized Signature \_\_\_\_\_

This proposal may be withdrawn, by us, if not accepted within 45 Days

Signature \_\_\_\_\_

Signature \_\_\_\_\_



# PLAINWELL PUBLIC SAFETY

---

Police, Fire and Medical First Responder Services

# MONTHLY REPORT

## January 2017

Prepared by Director Bill G. Bomar

RB

# Plainwell Department of Public Safety

## Scheduled Hours By Activity for January 2017

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

Total Hours  
828

Percentage of Total Hours

### TOTAL ROAD PATROL HOURS SCHEDULED FOR THE MONTH

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

Totals of all the below mentioned areas.

### HOURS SPENT INVESTIGATING OR HANDLING CRIMINAL COMPLAINTS

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

112 13.55%

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.

177 21.43%

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.

321 38.82%

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.

217 26.20%

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.

611 73.80%

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.



# Plainwell Department of Public Safety

## Complaints/Activities for January 2017

### ARRESTS

CUSTODIAL ARRESTS	16	<i>An individual taken into custody for a criminal offense and jailed for that offense.</i>
ARREST COUNTS	42	<i>Criminal complaints or cases cleared by the custodial arrest or issuance of a warrant(s).</i>

### TRAFFIC ENFORCEMENT & CITATIONS

HAZARDOUS CITATIONS	8	<i>Uniform Law Citations issued by officers to individuals for moving traffic violations. (Drag racing, Speeding, etc.)</i>
NON-HAZARDOUS CITATIONS	10	<i>Uniform Law Citations issued by officers to individuals for NON-moving traffic violations. (Registration, Equipment, Etc.)</i>
DRUNK DRIVING CITATIONS	2	<i>This is an activity that we specifically monitor that would normally be considered a hazardous citation.</i>
PARKING CITATIONS	38	<i>Citations issued in violation of city ordinance. This would include Overnight Parking, Time Limitation Parking, etc.</i>
VERBAL WARNINGS	13	<i>Traffic enforcement where no citation was issued but warnings were given.</i>
TOTAL TRAFFIC CITATIONS/WARNINGS	71	

### COMPLAINTS

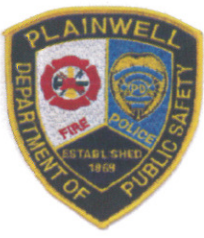
ORIGINAL DISPATCH COMPLAINTS	200	<i>Complaints that are call in or the officer is dispatched to by Allegan County Central Dispatch (911) or our business office.</i>
PATROL INITIATED COMPLAINTS	16	<i>Complaints observed by the officer while on patrol or came to their attention by personal observation.</i>
TOTAL COMPLAINTS	216	

### OTHER ACTIVITIES

MOTORISTS ASSISTS	1	<i>Motorist contacts caused by mechanical breakdown or similar problem.</i>
PROPERTY INSPECTIONS	19	<i>Checks of homes or business specifically requested by a home or business owner.</i>
MOTOR VEHICLE ACCIDENTS	13	<i>Total motor vehicle accidents both on public roads or private property.</i>
COMMERCIAL BUILDING SECURITY CHECK	5,721	<i>Nightly security inspections of business' conducted by officers to assure windows and doors are locked.</i>
FOUND UNSECURED	0	<i>The number of business' found unlocked or unsecured.</i>

# Classification of Crimes Reported

File Class	CRIMES AGAINST PERSON	January	Year to Date
900	Murder and Non-Negligent Manslaughter	0	0
1000	Kidnapping	0	0
1100	Sexual Assault	0	0
1200	Robbery	1	1
1300	Aggravated & Non-Aggravated Assault	5	5
<b>PROPERTY CRIMES</b>			
2000	Arson	0	0
2100	Extortion	0	0
2200	Burglary	4	4
2300	Larceny	10	10
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	2	2
3500	Violation of Controlled Substances Act	2	2
<b>MORALS/DECENCY CRIMES</b>			
3600	Sex Offenses (Other than Sexual Assault)	0	0
3700	Obscenity	0	0
3800	Family Offenses	0	0
4100	Liquor Violations	0	0
<b>PUBLIC ORDER CRIMES</b>			
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	5	5
5200	Weapons Offenses	1	1
5300	Public Peace	8	8
5400	Traffic Investigations - Any Criminal Traffic Complaints	5	5
5500	Health and Safety	2	2
5600	Civil Rights	0	0
5700	Invasion of Privacy	0	0
6200	Conservation Law Violation	0	0
7300	Miscellaneous Criminal Offense	0	0
<b>GENERAL NON-CRIMINAL</b>			
9100	Juvenile/Minor/School Complaints	0	0
9200	Civil Custody	0	0
9300	Traffic Non-Criminal ( Reports Only - Does not include Citations Issued)	14	14
9400	False Alarm Activation	3	3
9500	Fires (Other than Arson)	1	1
9700	Accidents, All Other	0	0
9800	Inspections, Unfounded FIRS	33	33
9900	General Assistance (All Except Other Police Agencies)	44	44
9911 & 9912	General Assistance (Other Police Agencies)	43	43
FIRS	Medical First Responder	30	30



## January Reports for Plainwell Department of Public Safety

### PRIORITY 1 ASSISTS OUTSIDE OF JURISDICTION

The Plainwell Department of Public Safety was dispatched to 42 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
1/11/17	1013	1017	331 Broad Street	Alarm	Investigate	E-11	3	2
1/25/17	0556	0604	780 N. Main Street	Medical	Medical	E-63	3	7

\*\*\*\*\*

### Calls for Service at Plainwell Schools

Plainwell High School: 7  
684 Starr Road

Gilkey School: 0  
707 S. Woodhams Street

Plainwell Middle School: 3  
720 Brigham Street

Starr Elementary: 0  
601 school Drive

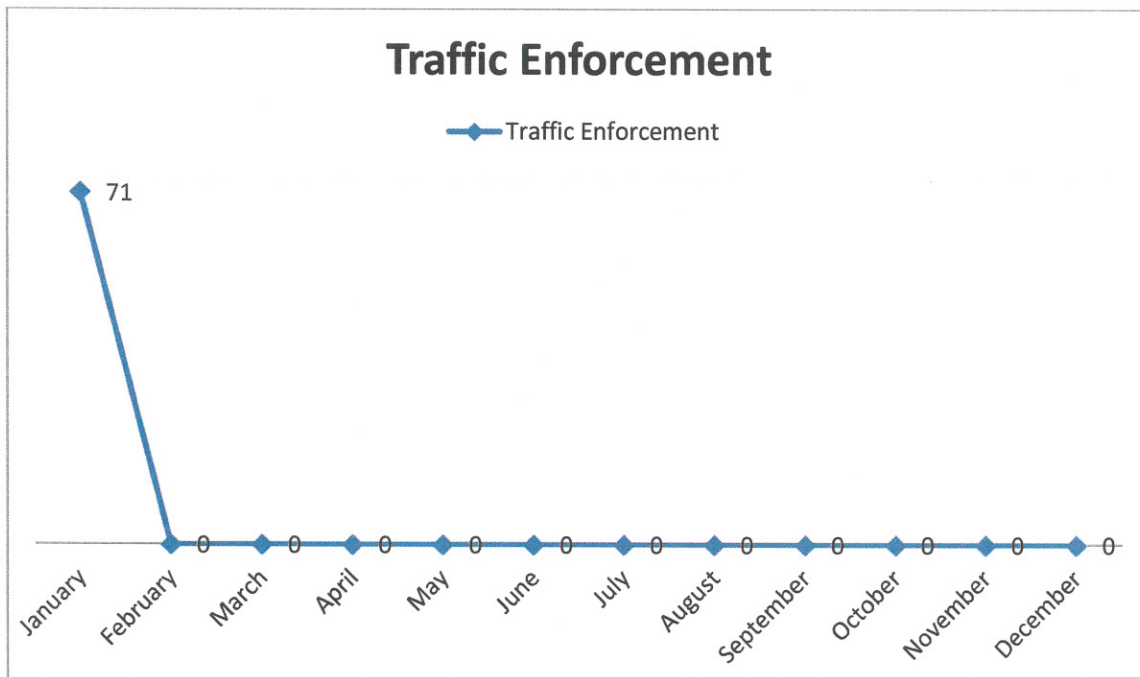
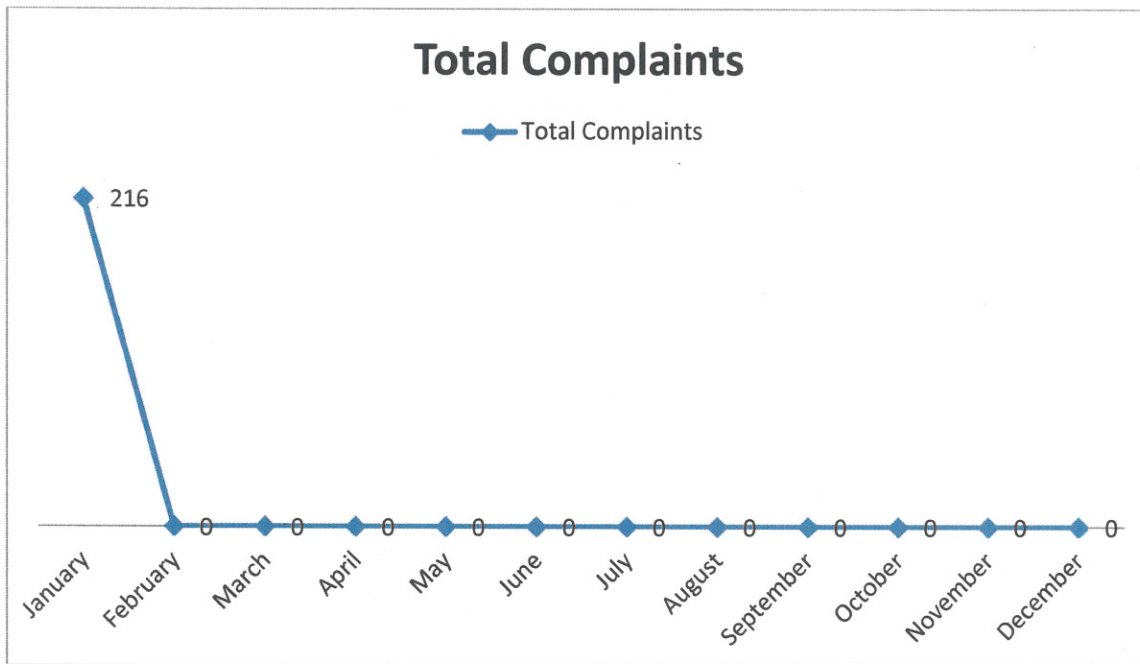
Early Childhood Development: 1  
307 E. Plainwell Street

Renaissance School: 0  
422 Acorn Street

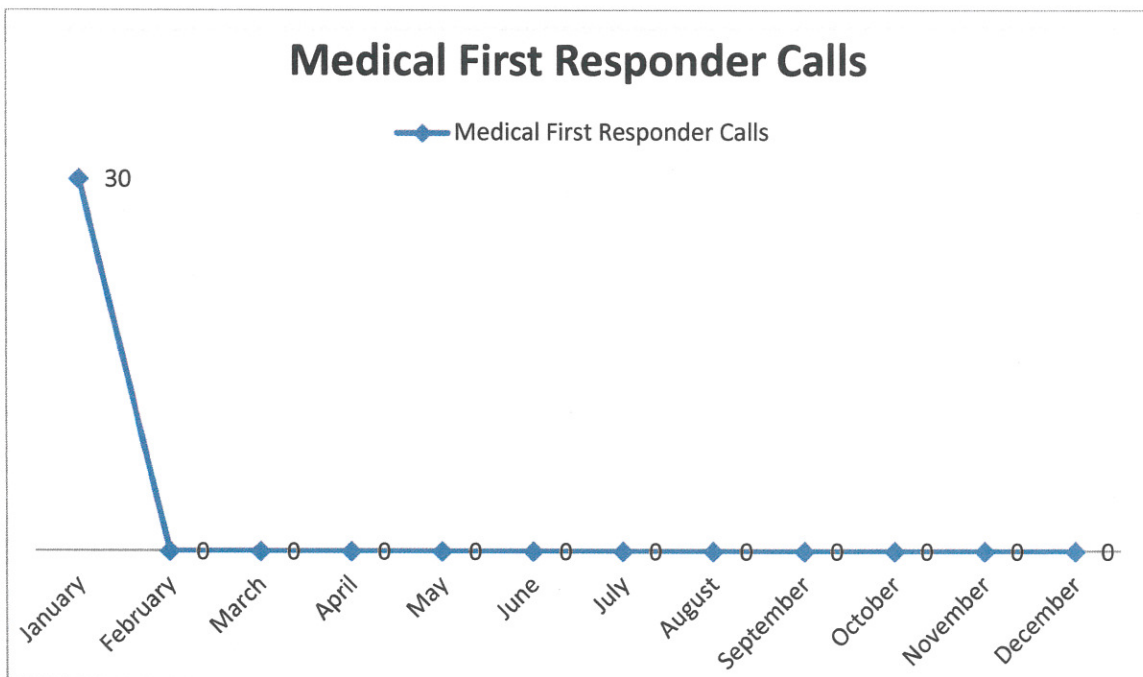
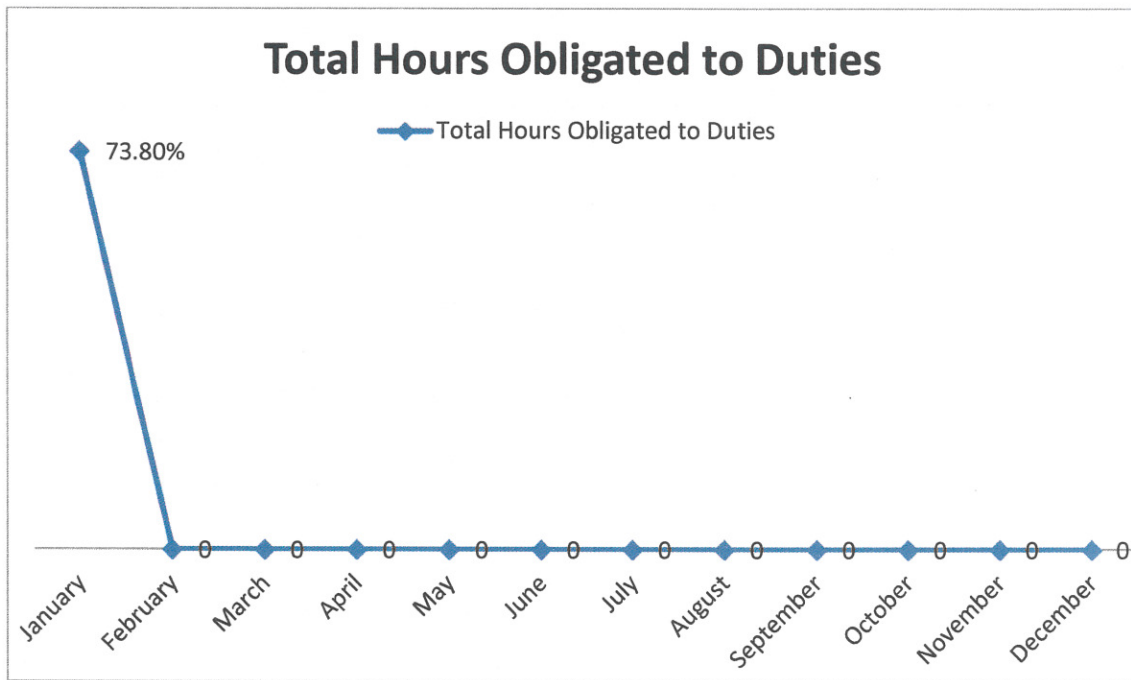
Admin, Maintenance & Bus Garage: 1  
600 School Drive

Community Center: 0  
798 E. Bridge Street

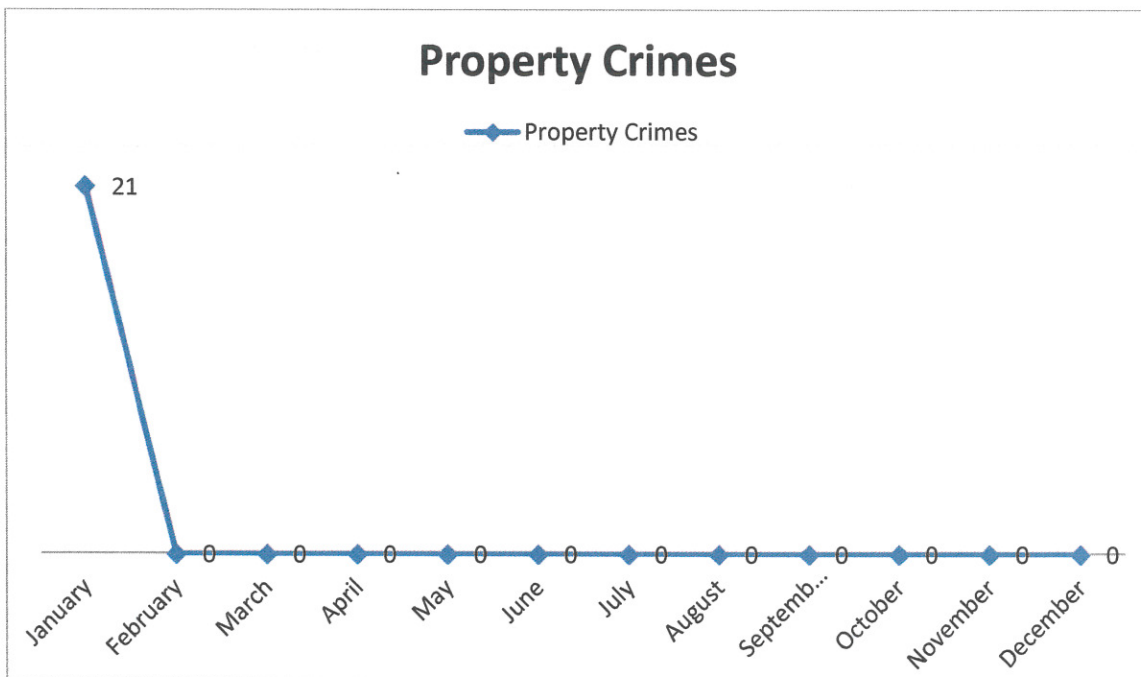
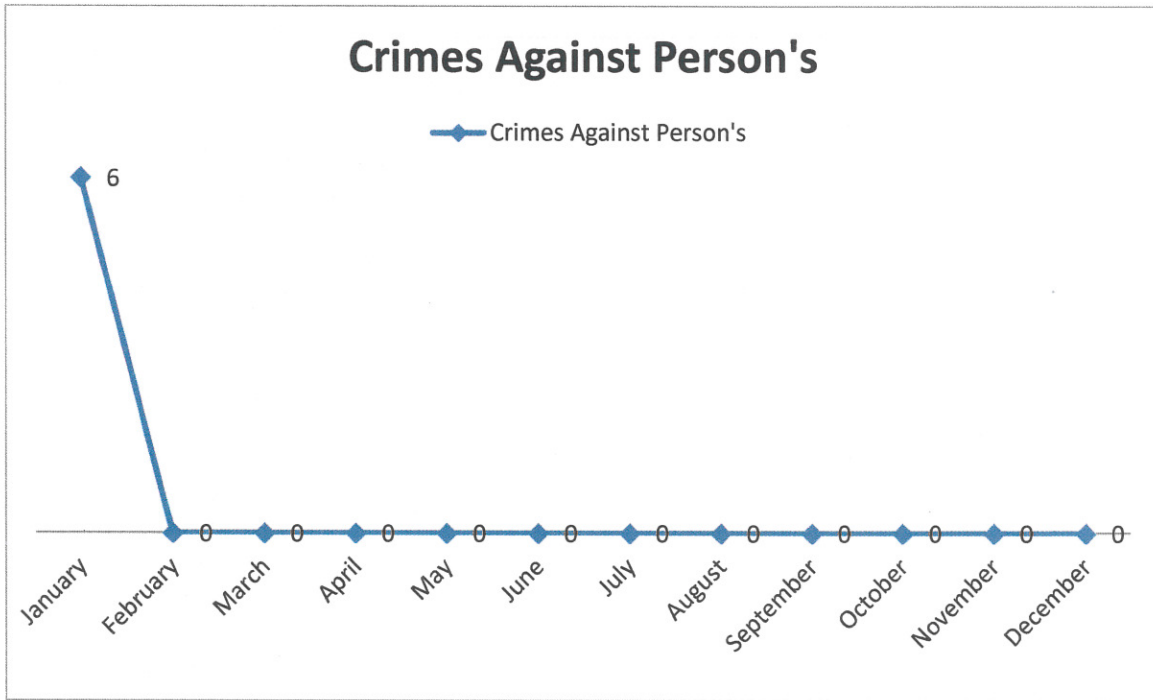
# Plainwell Department of Public Safety Monthly Activity Comparison Summary 2017



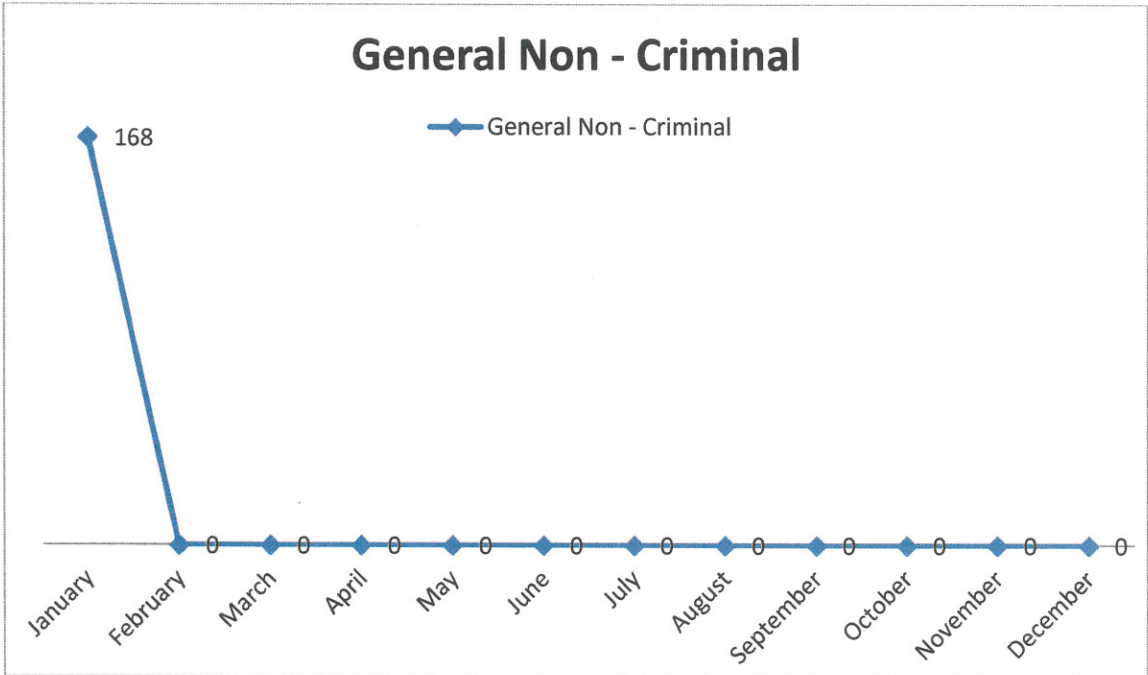
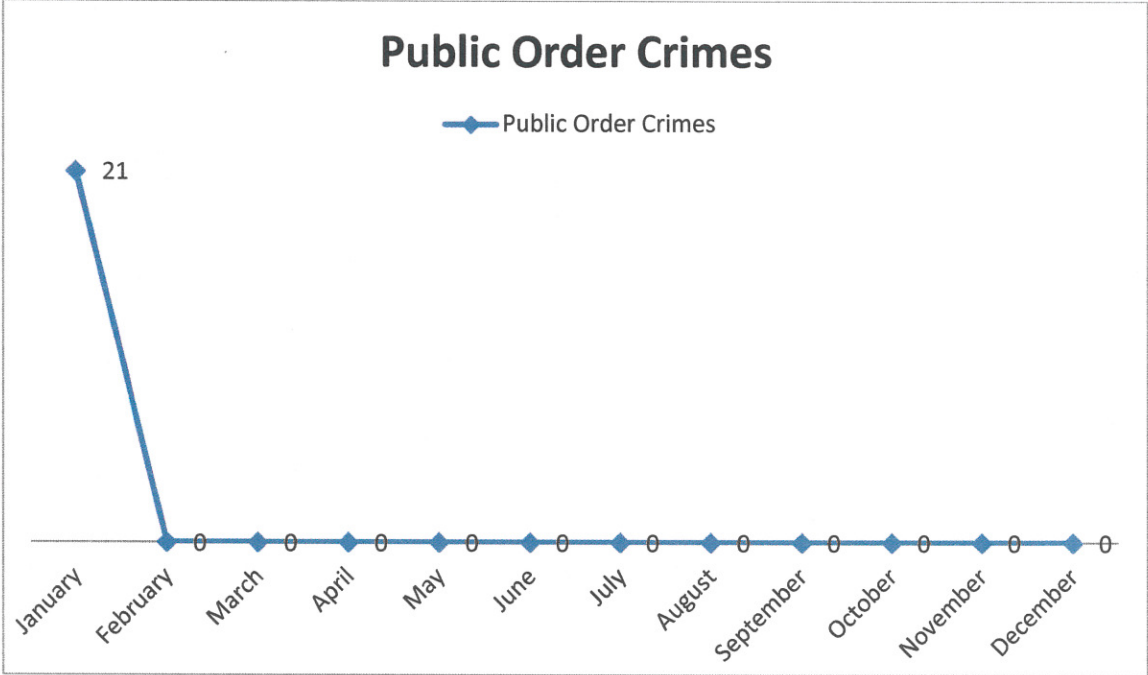
# Plainwell Department of Public Safety Monthly Activity Comparison Summary 2017



# Plainwell Department of Public Safety Monthly Activity Comparison Summary 2017



# Plainwell Department of Public Safety Monthly Activity Comparison Summary 2017



## Investment Activity Report



“The Island City”

### City of Plainwell

Investment Portfolio Detail - Unaudited

at: 2/28/2017

**Brian Kelley, City Treasurer**

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

Insert Signature: **Brian Kelley**

Digitally signed by Brian Kelley  
DN: c=US, st=MI, l=City of Plainwell, o=Internet Widgits Pty Ltd, cn=Brian Kelley, email=bkelley@plainwell.org  
Date: 2017.03.09 13:35:41 -05'00'

	Investment Type	CUSIP	Principal Purchase	Institution or Bank	Contact Name and Number	Purchase Date	Maturity Date	Yield	Remaining Days to Maturity
1	Pooled Investment	N/A	\$186,413	Michigan Class	Rich Garay - 734.604.1494	03/28/16		0.94%	
2	180-Day CD	N/A	\$100,412	Chemical Bank	Laree Waanders - 269.857.9002	12/27/16	06/27/17	0.65%	119
3	365-Day CD	N/A	\$150,759	Talmer Bank	Stephanie Griffin - 616.464.0308	06/29/16	06/29/17	0.45%	121
4	180-Day CD	N/A	\$50,192	Chemical Bank	Laree Waanders - 269.857.9002	12/30/16	06/30/17	0.65%	122
5	365-Day CD	N/A	\$100,666	Chemical Bank	Laree Waanders - 269.857.9002	06/30/16	06/30/17	1.00%	122
6	90-Day CD	N/A	\$100,214	Chemical Bank	Laree Waanders - 269.857.9002	11/26/16	08/26/17	0.50%	179
7									
8									
9									
10									
11									
12									
13									
14									
15									

Total Investments: \$688,656.19

Average Yield: 0.70%

### Cash Activity for the Month

Cash, beginning of month: \$1,664,089.08

Cash, end of month: \$1,567,401.44

**Erik J. Wilson, City Manager**

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

Insert Signature: **Erik Wilson**

Digitally signed by Erik Wilson  
DN: c=US, st=Michigan, l=Plainwell, o=City of Plainwell, ou=CoP, cn=Erik Wilson, email=ewilson@plainwell.org  
Date: 2017.03.10 10:18:06 -05'00'

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



CITY OF PLAINWELL  
**ESTIMATED CASH BALANCE/FUND BALANCE REPORT**  
 MONTH ENDED: **2/28/2017**  
 % OF FISCAL YEAR: **66.58%**

FUND	AUDITED FIGURES AS OF MOST RECENT AUDIT *		CURRENT YEAR PERFORMANCE - UNAUDITED ***		ESTIMATED FUND BALANCE (AUDIT FB + ACT REV - ACT EXP)	ACTUAL CASH BALANCES - END OF MONTH - RECONCILED	CURRENT YEAR AMENDED BUDGET EXP	EXPENSE BUDGET USED
	CASH BALANCE	FUND BALANCE	ACTUAL REVENUE YTD - CASH BASIS	ACTUAL EXPENSE YTD - CASH BASIS				
General	235,998	284,008	1,753,703	1,302,605	735,106	483,256	2,021,769	64.43%
Major Streets	162,690	99,825	104,909	197,464	7,269	(42,218)	300,670	65.67%
Local Streets	55,158	35,346	100,680	215,743	(79,716)	(56,341)	257,633	83.74%
Solid Waste	625	103	170,421	129,973	40,551	(16,131)	167,090	77.79%
Fire Reserve	133,816	133,816	84,226	153,496	64,546	9,419	159,162	96.44%
Airport	48,800	51,282	44,700	56,004	39,978	37,769	64,821	86.40%
Revolving Loan	10,988	60,740	12,878	10,000	63,618	13,866	30,000	33.33%
Capital Improvement	22,288	25,593	84,060	51,579	58,074	53,143	77,396	66.64%
Brownfield BRA	16,871	15,985	51,044	40,343	26,686	26,685	67,391	59.86%
Tax Increment TIFA	59,565	59,182	43,808	29,748	73,243	48,100	39,280	75.73%
Downtown DDA	20,311	19,419	34,789	32,167	22,041	23,081	40,684	79.06%
Sewer	694,724	821,024	887,448	913,309	795,163	662,396	1,478,146	61.79%
Water	261,041	298,496	334,207	350,350	282,353	194,276	543,090	64.51%
Equipment	154,203	147,016	175,869	206,769	116,116	118,316	261,996	78.92%
OPEB**	15,413	115,413	16,916	20,078	112,252	11,783	32,980	60.88%
	<u>1,892,491</u>	<u>2,167,248</u>	<u>3,899,657</u>	<u>3,709,627</u>	<u>2,357,278</u>	<u>1,567,401</u>	<u>5,542,108</u>	<u>66.94%</u>

\* - Amounts taken from audited financial statements as of June 30, 2016  
 \*\* - OPEB listing on this worksheet is included in the General Fund for financial statement purposes  
 \*\*\* - These amounts are taken directly from the End of Month Financial Statement provided to Council

Erik J. Wilson, City Manager	Brian Kelley, City Treasurer
I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate.	I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate.
Insert Signature: <b>Erik Wilson</b> <small>Digitally signed by Erik Wilson            DN: c=US, st=Michigan, l=Plainwell, o=City of Plainwell, ou=CoP, cn=Erik Wilson, email=ewilson@plainwell.org            Date: 2017.03.10 10:18:51 -05'00'</small>	Insert Signature: <b>Brian Kelley</b> <small>Digitally signed by Brian Kelley            DN: c=US, st=MI, l=City of Plainwell, o=Internet Widgits Pty Ltd, cn=Brian Kelley, email=bkelley@plainwell.org            Date: 2017.03.09 13:36:47 -05'00'</small>



## "The Island City"

## MEMORANDUM

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

TO: Erik J. Wilson, City Manager  
FROM: Brian Kelley, City Clerk/Treasurer  
DATE: March 10, 2017  
SUBJECT: Accounts Payable Register

---

**ACTION RECOMMENDED:** The City Council should consider approving the Invoice Approval Register and the Off-Cycle Payment Authorization reports, as presented.

The City Council reviews and approves the Accounts Payable total at each Council Meeting, which includes an Invoice Approval Register and an Off-Cycle Payment Authorization report. The Invoice Approval Register lists the regular billings issued to the city and consists, primarily, of paper checks. The Off-Cycle Payment Authorization report includes automated clearing house (ACH) payments, paper checks and electronic funds transfer (EFT) payments.

The attached documents cover the period from February 27 through March 17, 2017 and includes the following breakdown:

Paper checks in regular bill listing:	\$ 36,214.02
Other paper checks issued off-cycle:	60,627.72
ACH payments for property taxes:	19,688.82
ACH payments for city business:	32,809.19
EFT payments (auto-pay payments):	6,180.64
Total Accounts Payable	<u>\$ 155,520.39</u>

03/09/2017 INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL  
 POST DATES 03/13/2017 - 03/13/2017  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

Vendor Code	Vendor Name	Description	Amount
003036	ALLSHRED SERVICES 81178	SHREDDING FEB 2017	53.35
TOTAL FOR: ALLSHRED SERVICES			53.35
000138	AMERICAN OFFICE SOLUTIONS IN110688	2/22/17 - 3/21/17 COPIER USAGE	57.11
TOTAL FOR: AMERICAN OFFICE SOLUTIONS			57.11
004167	B & B TRUCK FIRE DIVISION MASON DY 94	FIRE TRUCK REPAIR	153.42
TOTAL FOR: B & B TRUCK FIRE DIVISION MASON DY			153.42
000461	BOB'S HARDWARE 41797	BATTERIES FOR WELL 5 & 7 - TAPE MISC	54.95
	41833	REPAIR PELL PARK TOILET	12.28
TOTAL FOR: BOB'S HARDWARE			67.23
001423	BORGESS MEDICAL CENTER 15141569	1/10/17 DRUG SCREEN	70.00
TOTAL FOR: BORGESS MEDICAL CENTER			70.00
000155	BRAVE INDUST FASTENERS 135711	HARDWARE PICNIC TABLES/BAND SAW BLADES	102.76
TOTAL FOR: BRAVE INDUST FASTENERS			102.76
002018	CDW-G GXM7135	CITY MANAGER SURFACE PRO COMPUTER	2,289.04
TOTAL FOR: CDW-G			2,289.04
001925	CENTURYLINK 2017-02	FEB 2017 LONG DISTANCE	3.80
TOTAL FOR: CENTURYLINK			3.80
002116	CHARTER COMMUNICATIONS (SPECTRUM)		
	2017-03 AIRPORT	3/7/17 - 4/6/17 AIRPORT INTERNET	74.00
	2017-03 CITY HALL	3/5/17 - 4/4/17 CITY HALL PHONE/INTERNET	493.00
	2017-03 WR/DPW	3/1/17 - 3/31/17 WR/DPW INTERNET	109.98
TOTAL FOR: CHARTER COMMUNICATIONS (SPECTRUM)			676.98
002219	CLARK TECHNICAL SERVICES INV 67 FEB 2017	FEB 2017 COMPUTER SUPPORT	673.75
TOTAL FOR: CLARK TECHNICAL SERVICES			673.75
000009	CONSUMERS ENERGY 2017-03	1/31/17 - 2/27/17 ELECTRIC BILLS	7,176.73
	9309404130	201 ALLEGAN ST LAND LEASE 2017	25.00
TOTAL FOR: CONSUMERS ENERGY			7,201.73
002703	CONTINENTAL LINEN SERVICES INC		
	2017-02 CITY HALL	2017-02 CITY HALL RUGS	68.86
	2017-02 DPW	2017-02 DPW UNIFORM/RUGS/MISC	117.88
	2017-02 PD/FIRE	2017-02 PD/FIRE RUGS	38.74
TOTAL FOR: CONTINENTAL LINEN SERVICES INC			225.48
000083	CORNERSTONE OFFICE SYSTEMS, INC. IN84673	PD COPIER REPAIR	125.00

TOTAL FOR: CORNERSTONE OFFICE SYSTEMS, INC.		125.00
000542	DAN MCCLELLAN 16/17 SHOE ALLOWAN 16/17 SHOE ALLOWANCE	200.00
TOTAL FOR: DAN MCCLELLAN		200.00
004136	DICKINSON WRIGHT PLLC 1144779 JAN 2017 LEGAL SERVICES	684.00
TOTAL FOR: DICKINSON WRIGHT PLLC		684.00
002030	DRUG SCREEN PLUS INC 16QTR.4.1339 LAB TEST 4TH QTR 2016 17QTR.1.1339 LAB TEST 1ST QTR. 2017	49.00 49.00
TOTAL FOR: DRUG SCREEN PLUS INC		98.00
000164	ETNA SUPPLY CO INC S102119528.001 STORM DRAIN TEE	36.00
TOTAL FOR: ETNA SUPPLY CO INC		36.00
000166	FISHER SCIENTIFIC 1010682 WR	203.53
TOTAL FOR: FISHER SCIENTIFIC		203.53
001215	FLIER'S 111158 DI H2O SOFTENER WR	59.20
TOTAL FOR: FLIER'S		59.20
004819	FONDRIEST ENVIRONMENTAL 54218 SONDE AND RELATED EQUIPMENT ONE MONTH	1,815.76
TOTAL FOR: FONDRIEST ENVIRONMENTAL		1,815.76
002650	FUEL MANAGEMENT SYSTEM PACIFIC PRID 1705901 PD/FIRE GAS 2/28/17	384.42
TOTAL FOR: FUEL MANAGEMENT SYSTEM PACIFIC PRID		384.42
004241	GHD SERVICES INC 834860 UTILITIES/Common Area Maintenance FY 2017	2,539.86
TOTAL FOR: GHD SERVICES INC		2,539.86
000140	HACH CO. ** 10339843 WR SUPPLIES	995.92
TOTAL FOR: HACH CO. **		995.92
002281	HOME DEPOT 2017-02 FEB 2017 STATEMENT	1,097.78
TOTAL FOR: HOME DEPOT		1,097.78
000079	KAECHELE PUBLICATIONS INC 35292 SEASONAL HELP WANTED/SUMMARY 35293 ART HOP 2017	444.52 65.60
TOTAL FOR: KAECHELE PUBLICATIONS INC		510.12
000113	KAR LAB INC 617047 WR SAMPLES FROM DEC 2016 702229 2ND AVE BACTI TEST 702326 TEST 2ND AVE MAIN BREAK	260.00 28.00 28.00
TOTAL FOR: KAR LAB INC		316.00
000017	MASTERCARD 2017-02 FEB 2017 MASTERCARD	319.43
TOTAL FOR: MASTERCARD		319.43
000609	MIDWAY CHEVROLET 113698 PARTS	9.14

	45762	REPAIR	353.03
	45937	CAR #1 PD OIL CHANGE/STABILIZERS LINKS/AIR FILTER	183.98
TOTAL FOR: MIDWAY CHEVROLET			546.15
-----			
001854	MODEL FIRST AID,SAFETY & TRAINING		
	116754	FIRE/PD FIRST AID SUPPLIES	141.15
	116811	WR SAMPLES	78.45
TOTAL FOR: MODEL FIRST AID,SAFETY & TRAINING			219.60
-----			
004769	MOORE ELECTRICAL SERVICES INC		
	101187	REPLACE CONTACTORS & BREAKERS IN WELL 4 CHLORIN,	2,027.00
TOTAL FOR: MOORE ELECTRICAL SERVICES INC			2,027.00
-----			
002497	NANCY'S KITCHEN		
	2017-03	GOLDEN TICKET 2017	25.00
TOTAL FOR: NANCY'S KITCHEN			25.00
-----			
002536	NORMAN BUILDERS		
	2017-02	FEB 2017 SNOWPLOWING	150.00
TOTAL FOR: NORMAN BUILDERS			150.00
-----			
000096	NYE UNIFORM CO INC		
	591671	UNIFORM A. BIRD	175.84
TOTAL FOR: NYE UNIFORM CO INC			175.84
-----			
000004	PLAINWELL AUTO SUPPLY INC		
	2017-02	FEB 2017 STATEMENT	663.52
TOTAL FOR: PLAINWELL AUTO SUPPLY INC			663.52
-----			
001448	PROFESSIONAL CODE INSPECTIONS		
	5340	FEB 2017 PERMITS	418.00
TOTAL FOR: PROFESSIONAL CODE INSPECTIONS			418.00
-----			
002164	R W MERCER CO.		
	85886	AIRPORT CARD READER REPAIR	150.00
TOTAL FOR: R W MERCER CO.			150.00
-----			
001748	REPUBLIC WASTE SERVICES		
	0249-005414484	3/1/17 - 3/31/17 DPW CITY OFFICE RECYCLE	229.16
	0249-005415013	3/1/17 - 3/31/17 WR CITY OFFICE GARBAGE	204.84
TOTAL FOR: REPUBLIC WASTE SERVICES			434.00
-----			
000011	SHOPPERS GUIDE INC		
	2017-02	2016 WATER REPORT/ART HOP 2017/SEASONAL WORKE	540.50
TOTAL FOR: SHOPPERS GUIDE INC			540.50
-----			
000962	STATE OF MICHIGAN		
	761-8152880	ANNUAL BIOSOLIDS LAND APP FEE WR 2016 FY	1,391.23
TOTAL FOR: STATE OF MICHIGAN			1,391.23
-----			
002402	STEENSMA LAWN & POWER EQUIPMENT		
	411056	HYDRAULIC FLUID	148.38
TOTAL FOR: STEENSMA LAWN & POWER EQUIPMENT			148.38
-----			
001581	TED GRUIZENGA INC		
	2017-03	ASSESSING SERVICES FOR FY 2016-2017	1,400.00
TOTAL FOR: TED GRUIZENGA INC			1,400.00
-----			
002529	TREE MOVER INC		
	257312	REPLACE DEAD BLUE SPRUCE IN FENCE LINE WR	675.00
TOTAL FOR: TREE MOVER INC			675.00
-----			
004821	USI EDUCATION AND GOVERNMENT SALES		
	0382283200014	DPS	43.94

TOTAL FOR: USI EDUCATION AND GOVERNMENT SALES 43.94

000034 VERIZON  
 9780908563 1/24/17 - 2/23/17 PHONE/WIFI 111.92  
 9780908564 1/24/17 - 2/23/17 CELL PHONE BILLS 973.01

TOTAL FOR: VERIZON 1,084.93

001536 WASHWELL-STADIUM DRIVE GROUP-SOAP  
 1738 FEB 2017 PD DRYCLEANING 34.00  
 2017-03 BANNERS 2017 BANNERS CLEARED 131.25

TOTAL FOR: WASHWELL-STADIUM DRIVE GROUP-SOAP 165.25

004190 WATER SOLVE LLC  
 6928 WR 975.00

TOTAL FOR: WATER SOLVE LLC 975.00

000714 WEBB CHEMICAL SERVICES  
 454815 ANNUAL COST OF FERRIC BASED ON 20,000 GALLON PUF 3,781.01

TOTAL FOR: WEBB CHEMICAL SERVICES 3,781.01

004200 WIGHTMAN & ASSOCIATES INC  
 54856 HARDINGS BUILDING SALE 240.00

TOTAL FOR: WIGHTMAN & ASSOCIATES INC 240.00

TOTAL - ALL VENDORS 36,214.02

### 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:

**Cheryl Pickett**

Digitally signed by Cheryl Pickett  
 DN: c=US, st=Michigan, l=Plainwell,  
 o=City of Plainwell, ou=CoP, cn=Cheryl  
 Pickett, email=cpickett@plainwell.org  
 Date: 2017.03.09 09:30:25 -05'00'

#### Brian Kelley, City Clerk/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  
 DN: c=US, st=MI, l=City of Plainwell,  
 o=Internet Widgits Pty Ltd, cn=Brian  
 Kelley, email=bkelley@plainwell.org  
 Date: 2017.03.09 16:44:36 -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  
 DN: c=US, st=Michigan, l=Plainwell,  
 o=City of Plainwell, ou=CoP, cn=Bryan  
 Pond, email=bpond@plainwell.org  
 Date: 2017.03.09 10:38:31 -05'00'

#### Bill Bomar, 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:

**Bill Bomar**

Digitally signed by Bill  
 Bomar  
 Date: 2017.03.09  
 10:53:38 -05'00'

#### Rick Updike, 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:

**Rick Updike**

Digitally signed by Rick Updike  
 DN: c=US, st=Michigan, l=Plainwell,  
 o=City of Plainwell, cn=Rick Updike,  
 email=rupdike@plainwell.org  
 Date: 2017.03.09 09:38:47 -05'00'

#### Erik J. Wilson, 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:

**Erik Wilson**

Digitally signed by Erik Wilson  
 DN: c=US, st=Michigan, l=Plainwell,  
 o=City of Plainwell, ou=CoP, cn=Erik  
 Wilson, email=ewilson@plainwell.org  
 Date: 2017.03.10 10:17:17 -05'00'

03/09/2017

CHECK REGISTER FOR CITY OF PLAINWELL  
CHECK DATE FROM 02/27/2017 - 03/17/2017

Check Date	Check	Vendor Name	Description	Amount
Bank APPNC PNC Accounts Payable Checking				
Check Type: EFT Transfer				
03/15/2017	433(E)	CITY OF PLAINWELL	MARCH 2017 CITY WATER BILLS	269.88
03/06/2017	434(E)	UNITED HEALTHCARE INSURANCE COMPANY	MARCH 2017 RETIREE PREMIUM WHITNEY	173.68
			Total EFT Transfer:	443.56
APPNC TOTALS:				
Total of 2 Checks:				443.56
Less 0 Void Checks:				0.00
Total of 2 Disbursements:				443.56
Bank CBGEN Chemical Bank - General AP Account				
Check Type: ACH Transaction				
03/03/2017	1078(A)	ALLEGAN AREA EDUCATION SVC AGENCY	2016 WINTER TAX COLL THROUGH 02/28/2017	4,742.41
03/03/2017	1079(A)	ALLEGAN COUNTY TREASURER	2016 SUM/WIN TAX/INT COLL THRU 02/28/201	2,687.48
03/03/2017	1080(A)	PLAINWELL COMMUNITY SCHOOLS	2016 WINTER TAX COLLECTED THRU 02/28/201	12,073.66
03/03/2017	1081(A)	RANSOM DISTRICT LIBRARY	2016 SUMMER TAX/INT COLL THRU 02/28/2017	185.27
03/17/2017	1083(A)	BANK OF NEW YORK MELLON NA	MARCH 2017 DEBT SERVICE	32,809.19
			Total ACH Transaction:	52,498.01
Check Type: EFT Transfer				
03/01/2017	1082(E)	STATE OF MICHIGAN	AIRPORT FUEL SALES TAX FEB 2017	96.08
03/03/2017	1084(E)	PNC BANK (CREDIT CARD)	FEB 2017 STATEMENT	5,641.00
			Total EFT Transfer:	5,737.08
Check Type: Paper Check				
02/27/2017	10600	ALLEGAN AREA EDUCATION SVC AGENCY	2016 WINTER IFT COLLECTIONS	3,501.36
02/27/2017	10601	ALLEGAN COUNTY TREASURER	2016 WINTER IFT COLLECTIONS	1,610.82
02/27/2017	10602	PLAINWELL COMMUNITY SCHOOLS	2016 WINTER IFT COLLECTIONS	7,522.19
02/27/2017	10603	STATE OF MICHIGAN	2016 WINTER IFT COLLECTIONS	13,843.92
02/28/2017	10605	POSTMASTER	TO MAIL 03/01/17 UTILITY BILLS	563.08

03/01/2017	10606	PRIORITY HEALTH	MARCH 2017 HEALTH INSURANCE	26,823.65
03/02/2017	10607	ALLEGAN COUNTY TREASURER	DRAIN ASSESSMENT CITY AT LARGE	308.85
03/03/2017	10608	CONSUMERS ENERGY	1/21/17 - 2/17/17 WR PLANT ELECTRIC	5,689.22
03/03/2017	10609	US BANK EQUIPMENT FINANCE (COPIER)	CITY HALL COPIER MARCH 2017	261.13
03/03/2017	10610	PURCHASE POWER (PITNEY BOWES)	JAN/FEB 2017 POSTAGE ON METER	503.50
				<hr/>
Total Paper Check:				60,627.72
				<hr/>
CBGEN TOTALS:				
Total of 17 Checks:				118,862.81
Less 0 Void Checks:				0.00
Total of 17 Disbursements:				<hr/> 118,862.81
				<hr/>
REPORT TOTALS:				
Total of 19 Checks:				119,306.37
Less 0 Void Checks:				0.00
Total of 19 Disbursements:				<hr/> <hr/> 119,306.37

## Off Cycle Payment Authorization

**Brian Kelley, City Clerk/Treasurer**

I verify that I have reviewed the off-cycle payments listed above and to the best of my knowledge the listing is accurate and complies with the City's purchasing policy.

Insert Signature:

**Brian  
Kelley**

Digitally signed by Brian Kelley  
DN: c=US, st=MI, l=City of Plainwell, o=Internet Widgits Pty Ltd, cn=Brian Kelley, email=bkelley@plainwell.org  
Date: 2017.03.09 13:34:38 -05'00'

**Erik J. Wilson, City Manager**

I verify that I have reviewed the off-cycle payments listed above and to the best of my knowledge the listing is accurate and complies with the City's purchasing policy.

Insert Signature:

**Erik  
Wilson**

Digitally signed by Erik Wilson  
DN: c=US, st=Michigan, l=Plainwell, o=City of Plainwell, ou=CoP, cn=Erik Wilson, email=ewilson@plainwell.org  
Date: 2017.03.10 10:16:35 -05'00'



**8. Presentations**

**A. Jennifer Quigley, GHD - Mill Site Progress Report**

The City has asked GHD to provide a progress report to the Council regarding the mill remediation.

**10. Mayor's Report**

**A. Recognition of former Plainwell Mayor Joe Dorgan**

**Reports & Communications:**

**A. Second Reading: Ordinance #378 – West Town Apartments:**

Ordinance 375 was passed in February 2016 granting West Town Apartments a service charge in lieu of property taxes for a rehabilitation project at that community. Ordinance 375 stipulated that the construction would begin within one year. The project has not yet begun, but funding is nearly secured. The proposed Ordinance 378 amends Ordinance 375 allowing for the project to begin prior to March 10, 2018.

**Recommended action:** Consider approving the second reading and waive the actual reading of Ordinance #378 – West Town Apartments.

**B. Resolution 17-11 – Michigan DNR Development Project Agreement:**

In the packet is a development agreement with the Michigan Department of Natural Resources for a recent grant award given to the city for Sherwood Park Upgrades and Enhancements. This will be the restroom facilities at the Park. The DNR requires acknowledgement from the governing body regarding the matching requirements of the grant. The Resolution provides that authority for the matching funds to be included in the 2017/2018 City Budget.

**Recommended action:** Consider adopting Resolution 17-11 as presented.

**C. Special Event Permit 2017-01 – Plainwell Days Festival:**

This is a permit for the annual Plainwell Days Festival, scheduled for June 1 through 4, 2017 at various locations throughout the city.

**Recommended action:** Consider approving Special Event Permit 2017-01 as presented.

**D. Special Event Permit 2017-02 – Plainwell Community Easter Egg Hunt:**

This is a permit for the annual Plainwell Community Easter Egg Hunt, scheduled for April 8, 2017 in Hicks Park.

**Recommended action:** Consider approving Special Event Permit 2017-02 as presented.

**E. Thurl Cook Park Pickleball Courts:**

In the packet is a proposal from Racquet Sports, Comstock Park Michigan, for the conversion of one tennis court, at Thurl Cook Park, into two pickleball courts, in the amount of \$10,700. Upon the closure of the Plainwell Community Center, the city received \$7,000 as a contribution to the pickleball court project. Superintendent Updike reports that the additional funding has been identified and recommends accepting the proposal from Racquet Sports, which will allow the project to be scheduled in the summer. The city's budget will not be impacted because of this project.

**Recommended action:** Consider accepting the proposal from Racquet Sports for the conversion of two pickleball courts at Thurl Cook Park, contingent upon receipt of the additional \$3,700 of funding from outside sources.