

City of Plainwell



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

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

"The Island City"

AGENDA

Plainwell City Council

Monday, June 12, 2023 - 7:00PM

Plainwell City Hall Council Chambers

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes – 05/22/2023 Regular Meeting**
6. **General Public Comments**
7. **County Commissioner Report**
8. **Agenda Adjustments and Approval**
9. **Mayor's Report**
10. **Recommendations and Reports:**
 - A. **Sale of Land**

Council will consider accepting a cash offer of \$525,000.00 from Nobis Agri Service, Inc. to sell 20.48 acres of land located at 830 Miller Road, superseding any previous negotiations and/or agreements.
 - B. **Resolution 2023-16 – Recycling and Semi-Annual Trash Collection Fees**

Council will consider establishing collection fees for recycling and semi-annual trash services effective July 1, 2023.
 - C. **Water Rates**

Council will consider adopting water rates of \$3.77 per 1,000 gallons of usage, and establishing the American Water Works Association standards for Ready-To-Serve rates.
 - D. **DPW – Pavement Markings**

Council will consider approving a quote from PK Contracting for \$41,875.40 for marking pavement on major streets.
 - E. **City of Plainwell Wellhead Protection Program (WHPP) Plan Renewal**

Council will consider a proposal from Fleis & Vandenbrink to assist with the renewal of the existing WHPP Plan at a cost of \$12,000.
 - F. **Setting a Public Hearing – June 26, 2023 7pm**

Council will consider setting a public hearing for June 26, 2023 at 7pm to consider a Commercial Rehabilitation Tax Exemption.
11. **Communications:** The May 2023 Investment and Fund Balance Reports.
12. **Accounts Payable - \$165,770.86**
13. **Public Comments**
14. **Staff Comments**
15. **Council Comments**
16. **Adjournment**

Agenda Subject to Change

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

MINUTES
Plainwell City Council
May 22, 2023

1. Mayor Keeler called the regular meeting to order at 7:00 PM in City Hall Council Chambers.
2. Brian Warren of Lighthouse Baptist Church gave the invocation.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Overhuel, Councilmember Keeney and Councilmember Wisnaski. Absent: None.
5. Approval of Minutes:
A motion by Steele, seconded by Overhuel, to accept and place on file the Council Minutes of the 05/08/2023 regular meeting and the 05/15/2023 regular meeting and the closed session. On a voice vote, all voted in favor. Motion passed.
6. Public Comment: None.
7. Presentation: Public Safety Director Callahan introduced newly hired Firefighters Jamie Holly and Patrick Nash and gave a brief bio of each. Council collectively welcomed them both and thanked them for their service.
8. County Commissioner Report:
County Commissioner Gale Dugan reviewed the April 27 and May 10 County Commission meetings.
9. Clerk Kelley reported having added three (3) items to the agenda for action tonight. Item G is for the sale of land, Item H is to consider summer hours for City Hall, and Item I is for the resignation of the Interim City Managers.
A motion by Steele, seconded by Overhuel, to approve the Agenda for the May 22, 2023 meeting as presented. On a voice vote, all voted in favor. Motion passed.
10. Mayor's Report: None.
11. Recommendations and Reports:
 - A. Community Development Manager Denise Siegel reported the Master Plan updates have been reviewed by the Planning Commission which recommended Council adopt a Resolution to open up a 42-day public comment period after which the final updates will again be reviewed by the Planning Commission prior to final approval by Council in the late summer or early fall.
A motion by Overhuel, seconded by Steele, to adopt Resolution 2023-15 approving the Draft Master Plan for Distribution and Asserting the City Council's Right to Adopt the Updated City of Plainwell Master Plan. On a roll call vote, all in favor. Motion passed.
 - B. Clerk Kelley reported some necessary changes to the Floodplain Ordinance to meet FEMA and EGLE guidelines. The attorneys had drafted the changes, the representatives from EGLE had reviewed everything, and the Planning Commission recommends approval after no public comments.

A motion by Wisnaski, seconded by Keeney, to approve Ordinance 395 Amending Chapter 53 Article XIV, Sections 53-71, 53-73, 53-76 and 53-77 of the Zoning Chapter of the City of Plainwell Code of Ordinances. On a roll call vote, all voted in favor. Motion passed.

- C. Superintendent Nieuwenhuis reported having estimated costs for paving of Jersey Street and gave Council an overview of the project. He noted that city staff is prepared to work the project in two stages and the materials will come from Wyoming Asphalt. He reported that H&K will be doing the millings for free and will keep them; if this project works for H&K, they may continue milling for us.
A motion by Steele, seconded by Overhuel, to approve the paving of Jersey Street from West Bridge to Starr, using city staff/equipment with materials from Wyoming Asphalt at an estimated cost of \$148,251.14. On a roll call vote, all voted in favor. Motion passed.
- D. Finance Director Kelley gave an overview of the draft 2023/2024 BRA/TIFA/DDA Budget, which had been reviewed by the Board on May 9.
A motion by Steele, seconded by Overhuel, to approve the draft 2023-2024 BRA/TIFA/DDA budget. On a voice vote, all voted in favor. Motion passed.
- E. Council re-opened the discussion of the city manager evaluation process, tabled from the May 8, 2023 Council Meeting. Council considered changes to the Supervision and Policy Execution sections of its evaluation form and added a component for considering staff comments.
A motion by Steele, seconded by Overhuel, to approve changes to the City Manager Evaluation Form and process to include staff comments. On a roll call vote, all voted in favor. Motion passed.
- F. Finance Director Kelley invited Council to discuss the full 2023/2024 city budget at a public hearing as required by Charter.
A motion by Wisnaski, seconded by Keeney, to set a public hearing for June 26, 2023 at 7pm to discuss and adopt 2023/2024 City Budget. On a voice vote, all voted in favor. Motion passed.
- G. Community Development Manager Siegel reported having received an offer for two (2) roughly 5-acre parcels in the property located at 830 Miller Road. The city had issued a counter-offer, but NAI Wisinski recommended acceptance of the original offer, which calls for a cash sale and the city to pay for the survey. Mayor Keeler confirmed the property would transfer by Warranty Deed.
A motion by Keeney, seconded by Wisnaski, to accept a cash offer of \$315,000.00 from Nobis Agri Service, Inc. to sell 10.48 acres of land located at 830 Miller Road. On a roll call vote, all voted in favor. Motion passed.
- H. Finance Director Kelley reporting having researched other municipalities and operational hours and recommended an experiment to shift City Hall hours and shorten unpaid lunches to allow staff to leave early on Fridays. This experiment would be for the summer months only.
A motion by Steele, seconded by Keeney, to temporarily change City Hall hours from Memorial Day to Labor Day to Monday-Thursday 7:30am to 4:30pm and Friday 7:30am to 1:30pm, with staff taking 30-minute lunches. On a roll call vote, all voted in favor. Motion passed.
- I. Clerk Kelley reported that with the new City Manager coming in, the duties of Interim City Manager would no longer be needed and that the attorney suggested formal resignations for only those duties.
A motion by Steele, seconded by Overhuel, to accept the resignation of Brian Kelley from his duties as Interim City Manager effective June 12, 2023. On a roll call vote, all voted in favor. Motion passed.

A motion by Steele, seconded by Overhuel, to accept the resignation of Bob Nieuwenhuis from his duties as Interim City Manager effective June 12, 2023. On a roll call vote, all voted in favor. Motion passed.

12. Communications:

A. A motion by Steele, seconded by Overhuel, to accept and place on file the April 2023 Water Renewal and Public Safety Reports, the draft May 9, 2023 DDA/BRA/TIFA Meeting Minutes and draft May 17, 2023 Planning Commission Meeting Minutes. On a voice vote, all voted in favor. Motion passed.

13. Accounts Payable:

A motion by Wisnaski, seconded by Keeney, that the bills be allowed and orders drawn in the amount of \$213,574.73 for payment of same. On a roll call vote, all voted in favor. Motion passed.

14. Public Comments: None.

15. Staff Comments:

Community Development Manager Siegel reported that the rental rehab grant was finishing up and there should be occupancy at 112 N Main by the end of June. She also noted working on the EGLE Loan closeout.

Superintendent Pond thanked everyone for bring everyone to the table over the past few months.

Director Callahan shared recent praises received for Officers Bruce, Welcher and Roberts. Bruce was praised by the Sheriff's Office for having recovered stolen property. Welcher was praised from a citizen for his handling of a medical call. Roberts was commended for great police work cooperating with other agencies and digging deeper than normal.

Clerk/Finance Director Kelley reported catching up with voter files and preparing for new staff.

Superintendent Nieuwenhuis reported flowers would be planted city wide this week and reminded everyone that no bridge baskets are going on the North Main bridge due to summer construction.

16. Council Comments: None.

17. Adjournment:

A motion by Steele, seconded by Overhuel, to adjourn the meeting at 8:12 PM. On a voice vote, all voted in favor. Motion passed.

Minutes respectfully
Submitted by,
Brian Kelley
City Clerk

MINUTES APPROVED BY CITY COUNCIL
June 12, 2023

Brian Kelley, City Clerk



BUY AND SELL AGREEMENT FOR VACANT LAND

Office of NAI Wisinski of West Michigan, Broker, Kalamazoo (city), Michigan Phone: (269) 207-1040 Fax: (269) 392-1738 6/5/2023 | 3:21 PM PDT (time) Email: jodim@naiwmm.com Offer Date:

- 1. Agency Disclosure. The undersigned Buyer and Seller each acknowledge the Broker named above is acting as (choose one):
2. Buyer's Offer. The undersigned Buyer hereby offers and agrees to purchase property located in the City of Plainwell, Allegan County, Michigan, commonly known as Part of 830 Miller Rd - Approx 21 acres referenced on Exhibit "E" as proposed lots 40 & 41 & 42.

Permanent Parcel Number 55-020-056-00 and legally described as follows: Legal to follow with Seller provided survey (the "Land"), together with all fixtures and improvements situated on the Land (the "Improvements"), all of which is collectively referred to herein as the "Premises", except the following:

- 3. Purchase Price. The purchase price for the Property is: Five Hundred Twenty Five Thousand and 00/100's Dollars Dollars (\$ 525,000.00).

- 4. Payment of Purchase Price and Financing. Complete subparagraph "A" and subparagraph "B". Terms of Payment. The purchase price shall be paid at the closing by Buyer to Seller as indicated by "X" below (mark one box or the other under this subparagraph "A").
[X] Cash. Buyer shall pay the full purchase price to Seller upon execution and delivery of warranty deed and performance by Seller of the closing obligations specified in this agreement.
[] Land Contract. Buyer shall pay the full purchase price to Seller pursuant to the terms and conditions stated in the Commercial Alliance of REALTORS Land Contract form, unless the parties mutually agree upon a different form of land contract, upon performance by Seller of the closing obligations specified in this Agreement.

Financing. Indicate by an "X" below which applies (mark one box or the other under this subparagraph "B").
[X] No Financing Contingency. Buyer's obligation to purchase the Premises is not contingent upon Buyer obtaining financing for all or any portion of the purchase price.
[] Financing Contingency. Buyer's obligation to purchase the Premises is contingent upon Buyer obtaining financing for the purchase of the Premises that is acceptable to Buyer, in Buyer's sole and absolute discretion, within () days of the Effective Date of this Agreement (the "Financing Contingency Period").

- 5. Survey. Seller shall provide Buyer with a copy of any existing survey of the Premises that Seller has in Seller's possession within five (5) days of the date of the Effective Date. In addition, (select one of the following):
[X] A new survey:
[] ALTA showing all easements of record, improvements and encroachments, if any, and completed to the most current ALTA/NSPS Land Title Survey minimum requirements; or
[X] boundary survey with iron corner stakes and with all easements of record, improvements and encroachments, if any; or
[] A recertified survey; or
[] No new or recertified survey;

shall be [] obtained by Buyer at Buyer's expense; or [X] provided by Seller to Buyer at Seller's expense, within forty-five (45) days after the title insurance commitment referenced in this Agreement has been provided by Seller to Buyer under the terms of Title Insurance paragraph

DS
BN Buyer's Initials Seller's Initials

contained in this Agreement. If Seller is responsible to provide a new or recertified survey under this paragraph and fails to do so within the required time, then Buyer may order the required survey at Seller's expense. If any matter disclosed in the new or recertified survey (or absent either, an existing survey) adversely and materially affects the value of the Premises or Buyer's intended use of the Premises, Buyer shall give seller written notice of the matter within ten (10) days after copies of both such survey and the title commitment (and all exception documents identified in the title commitment) referenced in this written Agreement are delivered to Buyer. If Seller fails to cure the matter within ten (10) days of receiving notice (the "Survey Cure Period"), Buyer shall have the right to terminate this Agreement by giving Seller written notice within ten (10) days after the expiration of the Survey Cure Period, otherwise Buyer's right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Other:

Seller to provide Survey that is acceptable to both parties.

6. **Title Insurance.** At Seller's expense, Seller shall provide Buyer with a standard ALTA owner's policy of title insurance in the amount of the purchase price, effective as of the date of closing. A commitment to issue such policy insuring marketable title (as defined in this Agreement) vested in Buyer, including a tax status report, shall be ordered within seven (7) days after the Effective Date, and shall be delivered, with copies of all title exception documents, as soon as feasible thereafter. (Note that some title commitments do not report on the status of oil, gas, or mineral rights.) If any matter disclosed by the title commitment adversely and materially affects the value of the Premises or Buyer's intended use of the Premises, Buyer shall give Seller written notice of the matter within ten (10) days after copies of both the title commitment (and all exception documents identified in the title commitment) and survey referenced in this Agreement are delivered to Buyer. If Seller fails to cure the matter within ten (10) days of receiving written notice (the "Title Commitment Cure Period"), Buyer shall have the right to terminate this Agreement by giving Seller written notice within ten (10) days after the expiration of the Title Commitment Cure Period, otherwise Buyer's right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Other:

7. **Inspections.** By signing this Agreement, Buyer is representing that the Buyer is aware that professional services are commercially available at a fee by experts selected by Buyer. The Buyer has elected to arrange and pay for services/investigations, including, but not limited to, the following:
- No Inspections Soil Borings Zoning Site Plan Approval Utilities Permitting Other (specify):

Buyer may obtain any and all inspections it deems necessary during the Inspection period.

The Buyer shall have the right to terminate this Agreement if the due diligence results are not acceptable to the Buyer by giving Seller written notice within ninety (90) days after the Effective Date of this Agreement, otherwise the right to terminate shall be deemed to have been waived. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether made intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by the Seller. Accordingly, Buyer agrees to accept the Property "as is" and "with all faults" (whether obvious or concealed) except as otherwise expressly provided in the documents specified in the preceding sentence. Other:

8. **Closing Adjustments.** The following adjustments shall be made between the parties by the close of business on the closing date, with Buyer receiving a credit or assuming responsibility, as the case may be, for amounts attributable to time periods following the closing date:
- Prepaid rent and Additional Rent (as defined in the paragraph);
 - Interest on any existing indebtedness assumed by Buyer;
 - Charges for any transferable service contracts assigned to Buyer described in Exhibit D;
 - Utility deposits;
 - Security deposits;
 - Additional Rent (as defined below).

If any tenant is late, delinquent or otherwise in default in the payment of rent on the closing date, Seller shall assign to Buyer the claim for and the right to collect the rent; Buyer shall pay such past due rent to Seller promptly upon receipt; but Buyer shall not be obligated to file suit to collect such rent and shall reassign the claim to Seller on demand. If any tenants are required to pay percentage rent, charges for real estate taxes, insurance, common area maintenance expenses, or other charges of a similar nature ("Additional Rent"), and any Additional Rent is collected by Buyer after closing attributable in whole or in part to any period prior to closing, Buyer shall promptly pay to Seller Seller's proportionate share of the Additional Rent. Other:

9. **Property Taxes.** All property taxes first billed prior to the year of closing will be paid by Seller, without proration. All property taxes billed or to be billed in the year of closing will be paid as follows (choose one):

- No Proration:
 Buyer Seller shall pay the taxes billed in July.
 Buyer Seller shall pay the taxes billed in December.

- Calendar Year Proration. Combined per diem tax amount representing both the July bill and the December bill shall be calculated based on a 365 day year. Seller shall be responsible for the per diem total from January 1 to, but not including, the day of closing. Buyer shall be responsible for the difference between the total of the two tax bills and the Seller's share. If the amount of either tax bill is unknown on the day of closing, such amount shall be based on the prior years' tax bill.

10. **Special Assessments**, and deferred assessments, whether due in installments or otherwise, which are due and payable on or before the closing shall be paid by the Seller. All other special assessments, including deferred assessments, for improvements, now installed, not yet installed, or in the process of being installed, that are first due and payable after the closing shall be paid by Buyer. Other:

11. **Conveyance**. Upon performance by Buyer of the closing obligations specified in this Agreement, Seller shall convey the marketable title to the Property to Buyer by warranty deed or agree to convey marketable title by land contract or assignment, as required by this Agreement, including oil, gas and other mineral rights owned by Seller, if any, subject only to existing zoning ordinances, and the following matters of record: building and use restrictions, easements, oil and gas leases, and reservations, if any. As used herein, "marketable title" means marketable title within the meaning of the Michigan 40-Year Marketable Title Act (Mich. Comp. Laws §§ 565.101 et seq.).

The following paragraph applies only if the Property includes unplatted land:

Seller agrees to grant Buyer at closing the right to make (insert number) 3 division(s) under Section 108 (2), (3) and (4) of the Michigan Land Division Act. (if no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or Broker do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval, on or before 45 days from execution (date), of the proposed division to create the Premises. Other:

12. **Warranties of Buyer**. Except as otherwise provided or acknowledged in this Agreement, Buyer represents and warrants to Seller as follows:
a. The performance of the obligations of Buyer under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Buyer.
b. There is no litigation or proceeding pending, or to Buyer's knowledge threatened, against or involving Buyer, and Buyer does not know or have reason to know of any ground for any such litigation or proceeding, which could have an adverse impact on Buyer's ability to perform, or Seller's interests, under this Agreement.
c. In entering into this Agreement, Buyer has not relied upon any written or verbal representations made by Seller or any representative of Seller, including any real estate salesperson, regarding the Property or any aspect of this transaction, which are not expressly set forth in this Agreement.
d. Other:

13. **Warranties of Seller**. Except as otherwise provided or acknowledged in this Agreement, Seller represents and warrants to, and agrees with Buyer as follows:
a. Seller's interest in the Property shall be transferred to Buyer on the closing date, free from liens, encumbrances and claims of others.
b. The performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Seller or the Property.
c. There is no litigation or proceeding pending or to Seller's knowledge threatened against or involving Seller or the Property, and Seller does not know or have reason to know of any ground for any such litigation or proceeding which could have an adverse impact on Seller's ability to perform under this Agreement or that could adversely affect Buyer's title or use of the Property.
d. Seller shall continue to operate the Property in the ordinary course of business and maintain the Property in a state of good condition and repair during the interim between the signing of this Agreement and the closing date.
e. If a statement(s) of income and expense with respect to the operation of the Property is (are) described in Exhibit B, such statement(s) is (are) accurate for the period(s) designated in the statement(s).
f. The information concerning written leases and tenancies not arising out of written leases described in Exhibit B is accurate as of the Effective Date, and there are no leases or tenancies with respect to the Premises other than those described in Exhibit B (the "Leases"). The warranties in this paragraph do not apply to oil and gas leases, if any. Except as otherwise described in the documents that will be delivered pursuant to the index of Exhibits:
(1) All of the Leases are in full force and effect, no party thereto is in material default thereunder, and none of them have been modified, amended, or extended beyond what will be delivered per Exhibit B; with respect to renewal or extension options, options to purchase the Premises, advance payments in excess of one month, common area maintenance and utility fees, and security deposits, these items are set forth in the written leases described in Exhibit B.
(2) The rents set forth are being collected on a current basis and there are no arrearages;
(3) No real estate brokerage commission will become owing in the event of any tenant's exercise of any existing option to renew the term of any lease or purchase of the Premises.
g. With respect to underlying land contracts or mortgages, the sale will not accelerate indebtedness, increase interest rates, or impose penalties and sanctions.
h. Seller is without personal knowledge as to the presence on the Property of any toxic or hazardous substances or of any underground storage tanks.
i. Other:

- 14. **Damage to Business.** If between the Effective Date and the closing date, all or any part of the Property is damaged by fire or natural elements or other causes beyond Seller's control that cannot be repaired prior to the closing date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer or such occurrence, and either Seller or Buyer may terminate this Agreement by written notice to the other within fifteen (15) days after the date of damage or taking. If neither elects to terminate this Agreement, there shall be no reduction in the purchase price and, at closing, Seller shall assign to Buyer whatever rights Seller may be with respect to any insurance proceeds or eminent domain award.
- 15. **Closing.** The closing shall be held on or before 10 days after inspect. (date) and as promptly as practical after all necessary documents have been prepared. An additional period of two (2) days shall be allowed for closing to accommodate delays in title work or the correction of title defects and/or survey problems which can be readily correctable, delays in obtaining any required inspections, surveys or repairs, delays in completing Environmental Site Assessments, Baseline Environmental Assessment or Due Care Plan/Section 7a Compliance Analysis (if such assessments or plans were ordered in a timely manner), or if the terms of purchase require participation of a lender and the lender has issued a commitment consistent with the requirement but is unable to participate in the closing on or before the required date. Other:
- 16. **Possession.** Seller shall tender to Buyer possession of the Property upon completion of the closing, subject to all existing leases and rights of tenants in possession. Other:
- 17. **Seller's Closing Obligations.** At closing, Seller shall deliver the following to Buyer:
 - a. The warranty deed, land contract or assignment of land contract required by this Agreement.
 - b. A bill of sale for any Personal Property (described in Exhibit "D").
 - c. A written assignment by Seller of Seller's interest in all leases and a transfer to Buyer of all security deposits, accompanied by the original or a true copy of each lease.
 - d. An assignment of all Seller's rights under any Service Contracts described in Exhibit C which are assignable by their terms and which Buyer wishes to assume, together with an original or true copy of each Service Contract assigned.
 - e. A notice to any tenants advising the tenants of the sale and directing that future payments be made to Buyer.
 - f. An accounting of operating expenses including, but not limited to, CAM, taxes, insurance and Additional Rent, collected in advance or arrears, spent or not yet spent by Seller, showing an accurate allocation between the parties pursuant to the leases.
 - g. Payment of the County and State real estate transfer tax.
 - h. Any other documents required by this Agreement to be delivered by Seller.
- 18. **Buyer's Closing Obligations.** At closing, Buyer shall deliver to Seller the following:
 - a. The cash portion of the purchase price specified in this Agreement shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance to this Agreement.
 - b. A written assumption by Buyer of the obligations of Seller under the leases arising after closing, including an acknowledgement of the receipt of all security deposits.
 - c. Any other documents required by this Agreement to be delivered by Buyer.
- 19. **1031 Tax Deferred Exchange.** Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e. the requesting party's "replacement property" or "relinquished property"); or (c) agree to delay the closing.
- 20. **Notices.** Any notice required or permitted to be given hereunder shall be deemed to have been properly given, if in writing and delivered to the parties at the addresses shown below, and shall be deemed received (a) upon delivery, if delivered in person or by facsimile transmission, with receipt thereof confirmed by printed facsimile acknowledgement, (b) one (1) business day after having been deposited for next day overnight delivery with a nationally recognized overnight courier service, (c) two (2) business days after having been deposited in any U.S. post office or mail depository and sent by certified mail, postage paid, return receipt requested, or (d) upon sending, if sent by email (with a confirmation copy sent the same day by overnight delivery).
- 21. **Authority of the Parties.** Each of the undersigned individuals who have signed this Agreement on behalf of Seller and Buyer entities represent and warrant that he/she is authorized to sign this Agreement on behalf of such party and to bind such party to the requirements of this Agreement.
- 22. **Additional Acts.** Buyer and Seller agree to execute and deliver such additional documents and to perform such additional acts after the closing as may become necessary to effectuate the transfers contemplated by this Agreement.
- 23. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 24. **Earnest Money.** Buyer shall deposit \$ 10,000.00 with Sun Title Company, Escrow Agent, [insert name of Broker, Title Company or other] with this offer or within two (2) days after acceptance of this offer, evidencing Buyer's good faith, to be held by the Escrow Agent and to apply to the purchase price or the down payment portion thereof where applicable. If this offer is not accepted, or the title is not marketable, or if the purchase is contingent upon conditions specified that cannot be met, this deposit shall be promptly refunded. If the Buyer defaults, all deposits made may be forfeited as liquidated damages at Seller's election, or alternatively, Seller may retain the deposits as part payment of the purchase price and pursue Seller's legal or equitable remedies against Buyer. If the sale is not closed according to its terms, the selling Broker may notify Buyer(s) and Seller(s) of Escrow Agent's intended disposition of earnest deposit, and all parties shall be deemed to have agreed to the disposition of the earnest money deposit unless Escrow Agent is notified of a court action pending concerning this sale or disposition of earnest money within thirty (30) days after notice to the parties.
- 25. **Disclosure of Price and Terms.** The purchase price and the terms of this sale may be disclosed by the Commercial Alliance of REALTORS® Multiple Listing Service (CARWM) in the ordinary conduct of its business. Deletion of this paragraph shall not be considered a counter offer that would require a counter acceptance.

Property Address Proposed lots 40 & 41 & 42
©Commercial Alliance of REALTORS 2021 - 2022
Revision Date 5/2021

DS
BN

Buyer's Initials Seller's Initials

26. **Advice of Counsel.** Buyer acknowledges that the Broker has recommended that the parties retain an attorney or attorneys to review the terms of this Agreement.

27. **Attorneys' Fees.** In the event of litigation arising from the failure or alleged failure of either party to perform its obligations under this Agreement, the party prevailing in that litigation (including appeals of all levels) shall be entitled to collect its court costs and reasonable attorneys' fees incurred in connection with such litigation from the other party. The provisions of this Section shall survive Closing or termination of this Agreement.

28. **Environmental.**

a. **Notice to buyers and sellers (environmental risks).**

Whenever real property is acquired or occupied, the buyer incurs some degree of risk with regard to potential environmental contamination and/or protected natural resources on the property. Various federal, state, and local laws may impose liability upon the buyer for the remediation of the contamination even though the buyer did not cause it, or may restrict the buyer's ability to fully develop or utilize the property. Such risk can be minimized through the performance of environmental due diligence. Additionally, sellers are advised that they may have an obligation to provide certain environmental information and/or disclosures to prospective buyers. The failure to provide such information or disclosures may subject a seller to potential liability or result in the loss of certain liability protections.

No real estate brokers/salespersons in this transaction possess the expertise necessary to assess the nature or extent of these environmental risks or to determine the presence of environmental contamination or protected natural resources. The real estate brokers/salespersons involved in this transaction do not make independent investigations as to environmental contamination or protected natural resources with respect to any property, and they make no representations regarding the presence or absence, now or in the past, of environmental contamination. It is therefore prudent for each party to this transaction to seek legal and technical counsel from professionals experienced in environmental matters to provide an evaluation of the environmental risks associated with the transaction.

b. **Environmental reports and assessments.**

(1) Within five (5) days of the Effective Date, Seller shall deliver to Buyer copies of any existing reports, data, plans, permits, notices and/or information in Seller's possession relating to environmental matters pertaining to the Premises ("Seller's Environmental Documents").

(2) Buyer shall have a period of forty-five (45) days after the Effective Date to evaluate environmental matters relating to the Premises ("Environmental Due Diligence Period"). Buyer and Buyer's agents shall have the right to enter upon the Premises during the Environmental Due Diligence Period during reasonable business hours for the purpose of conducting, at Buyer's expense, any environmental assessments of the Premises that Buyer deems appropriate, which assessments may include, but shall not be limited to, a Phase I Environmental Site Assessment, Transaction Screen, and/or evaluation of other regulated conditions or matters such as wetlands, asbestos containing materials, mold, or lead based paint ("Environmental Assessments"). The Environmental Assessments may not include the collection or analysis of samples of soil, groundwater, soil gas, indoor air, surface water, building components or any other environmental medium unless Buyer obtains prior written consent from Seller, which consent shall not be unreasonably withheld, delayed or conditioned. Buyer agrees that the Environmental Assessments shall not unreasonably interfere with the rights of Seller or any tenants in possession and Seller agrees to reasonably cooperate and to request that its tenants reasonably cooperate with the Environmental Assessments.

(3) Buyer shall have the right to terminate this Agreement if Seller's Environmental Documents or the Environmental Assessments are not acceptable to Buyer by delivering written notice to Seller prior to the expiration of the Environmental Due Diligence Period. If Buyer determines that any additional environmental due diligence activities (including, but not limited to, any additional environmental investigations, reports, approvals or permits) are warranted, then Buyer may provide Seller with a proposed amendment to this Agreement to extend the Environmental Due Diligence Period to allow Buyer to conduct such activities. If Buyer does not deliver a termination notice or proposed amendment to Seller prior to the expiration of the Environmental Due Diligence Period, then Buyer shall be deemed to have waived any objections to environmental matters relating to the Premises. If Buyer provides Seller with a proposed amendment to this Agreement, then Seller shall have a period of ten (10) days to execute or negotiate mutually acceptable terms for such amendment, otherwise Buyer may, but shall not be obligated to, terminate this Agreement by delivering written notice to Seller with two (2) days after Seller's deadline for executing or negotiating an amendment to this Agreement.

(4) If the Environmental Assessments cause any damage to the Premises, Buyer agrees to reasonably restore the Premises to the condition that existed prior to such damage. The restoration obligation does not require the remediation of any existing environmental condition. Buyer shall indemnify, defend and hold Seller and Broker harmless from and against any damage to persons or property caused by Buyer or Buyer's agents in conducting the Environmental Assessments.

c. **Nondisclosure.**

(1) If Seller's Environmental Documents or the Environmental Assessments identify the Land as a "facility" as defined in Part 201 of Michigan's Natural Resources and Environmental Protection Act, Public Act 451 of 1994, as amended ("NREPA") or a "site" as defined in Part 213 of NREPA, then Buyer may conduct a Baseline Environmental Assessment ("BEA") and/or a Due Care Plan ("DCP"); provided, however, that Buyer may not submit or otherwise disclose such BEA, DCP, or similar report (e.g., a response activity plan) to the Michigan Department of Environmental Quality prior to closing unless Buyer obtains prior written consent from Seller.

(2) If Buyer exercises its right to terminate this Agreement pursuant to subparagraph b(3) above, Buyer shall not disclose Seller's Environmental Documents or the Environmental Assessments to any third party unless required by mandatory disclosure pursuant to legal process. At Seller's request, Buyer shall provide copies of any Environmental Assessments to Seller.

d. **Other:**

29. **Brokerage Fee.** Seller and/or Buyer agree(s) to pay the broker(s) involved in this transaction a brokerage fee as specified in any agency agreement or other written agreement between them. In the event no such agreement exists, Buyer Seller agrees to pay a brokerage fee of per listing agreement. This brokerage fee shall be paid in full promptly after it is earned, but not later than closing. Unless otherwise previously agreed, Buyer and/or Seller agree(s) that the brokerage fee may be shared by the recipient with any cooperating broker who participates in the sale, in such amount as the recipient decides, without further disclosure to or consent from Buyer and/or Seller. Seller and Buyer agree that the broker(s) involved in this transaction is/are an intended third party beneficiary entitled to enforce the obligation set forth herein to pay the brokerage fee. Other:

30. **Other Provisions:**

1. Buyer may transfer sales agreement to another entity owned by Buyer, or its LLC members, anytime prior to closing.

31. **Time.** Time is of the essence in this Agreement. In any case where a date for performance by either party or a deadline falls on a Saturday, Sunday or federal government holiday, the time for performance or the deadline, as applicable, shall automatically extend until 11:59 p.m. on the next business day. As used in this Agreement, a "business day" shall mean a day other than Saturday, Sunday or a federal government holiday. All other references to "days" in this Agreement shall refer to calendar days. The term "Effective Date" as used in this Agreement shall be the date upon which this Agreement is fully executed (as described below).

32. **Index of Exhibits.** Seller to furnish within _____ (____) days from Effective Date unless specified below:

Not Applicable	Attached	Exhibit #	Subject	Exhibit to be furnished within ____ number of days
X		A	Disclosure Regarding Real Estate Agency Relationships	
X		B	Income and Expense with respect to the operation of the Premises	
X		C	Written leases and any tenancies not arising out of written leases	
X		D	Service Contracts	
X		F	Addendum	

As to any "Seller to furnish" item(s) listed above, Buyer shall have the right to terminate this Agreement if any such item is not acceptable to Buyer by giving Seller written notice within n/a (n/a) days after receipt of such item(s), otherwise the right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived.

33. **By signing below, Buyer acknowledges having read this Agreement and authorizes delivery of this Agreement to Seller.** If this Agreement is signed by Seller without any modifications, the date Seller signs becomes the Effective Date. Buyer gives Broker above named until 5/25/23 (time) 5:00 p.m. (date) to obtain Seller's written acceptance of the Buyer's offer.

Buyer: Nobis Agri Service, Inc.
(print name of individual or entity)
 Signature: *Ben Nobis*
C1FFC9031ACE4D5...

Buyer: _____
(print name of individual or entity)
 Signature: _____

Its: CEO
(if Buyer is an entity)

Its: _____
(if Buyer is an entity)

Date: 6/5/2023 | 3:21 PM PDT

Date: _____

Buyer's Address: _____

Bus. Phone: _____ Fax: _____

Email: ps

34. SELLER'S ACCEPTANCE

Date: _____ Time: _____

The above offer is hereby accepted as written as modified

By signing below, Seller acknowledges having read and authorizes delivery of this Agreement to Buyer. If this Agreement is signed by Seller without any modifications, the date Seller signs becomes the Effective Date. If this Agreement is signed by Seller subject to any modifications, Seller gives Broker above named until _____ (time) _____ (date) to obtain Buyer's written acceptance of Seller's counter offer.

Seller: The City of Plainwell
(print name of individual or entity)

Seller: _____
(print name of individual or entity)

Signature: _____

Signature: _____

Its: _____
(if Seller is an entity)

Its: _____
(if Seller is an entity)

Date: _____

Date: _____

Seller's Address: _____

Bus. Phone: _____ Fax: _____

Email: _____

35. BUYER'S RECEIPT OF ACCEPTANCE

Date: _____ Time: _____

Buyer acknowledges receipt of Seller's acceptance of Buyer's offer. If Seller's acceptance of Buyer's offer was subject to a counter offer, Buyer agrees to accept the terms of the counter offer:

as written (with all other terms and conditions of Buyer's offer remaining unchanged); or modified as follows:

If Buyer is accepting a counter offer from Seller as written, the date Buyer signs below becomes the Effective Date. If Buyer is accepting Seller's counter offer subject to any modifications, Buyer gives Broker above named until _____ (time) _____ (date) to obtain Seller's written acceptance of Buyer's counter offer.

Buyer: _____
(print name of individual or entity)

Buyer: _____
(print name of individual or entity)

Signature: _____

Signature: _____

Its: _____
(if Buyer is an entity)

Its: _____
(if Buyer is an entity)

Date: _____

Date: _____

36. SELLER'S RECEIPT OF ACCEPTANCE

Date: _____ Time: _____

Seller acknowledges receipt of a copy of Buyer's acceptance of Seller's counter offer (if Seller made a counter offer), or Seller agrees to accept the terms of Buyer's counter offer as written. If Seller is accepting the terms of Buyer's counter offer as written, then the date Seller signs below becomes the Effective Date.

Seller: _____
(print name of individual or entity)

Seller: _____
(print name of individual or entity)

Signature: _____

Signature: _____

Its: _____
(if Seller is an entity)

Its: _____
(if Seller is an entity)

Date: _____

Date: _____



ADDENDUM # 1

Office of: NAI Wisinski of West Michigan, REALTOR®
 Kalamazoo _____ Michigan, Phone: 269-353-0311 FAX: N/A
 Email: baileyw@naiwwm.com Date: 6/8/2023 Time: N/A

1. Addendum to Agreement dated June 5, 2023 covering property commonly known as:
 Part of 830 Miller Road, Approximately 20.48 acres fronting Lincoln Parkway referenced as proposed Lots 40, 41 & 42
 Permanent Parcel Number Part of 55-020-056-00

2. This Addendum to be an integral part of the agreement, which is amended as follows:
 Boundary survey to be provided within 60-days from receipt of title commitment.
 The property to be conveyed is more accurately described on the attached Exhibit E titled "Property Description".
 As a condition to this agreement, The City of Plainwell must retain ownership of approximately +/- 86 feet of width between lots 42 and 41 for road access to the remaining acreage of the parent parcel. The location and size of the access road to be finalized on the survey and mutually approved by Seller and Buyer.
 The parties agree this Buy Sell Agreement and Addendum 1 supersede any previous negotiations and/or agreements related to the Subject Property.
 All other terms and conditions of the Buy & Sell Agreement remain in full force and effect.

3. By signing below, Buyer/Tenant acknowledges having read and received a copy of this agreement.

Buyer/Tenant: <u>Nobis Agri Service, Inc.</u> <small>(print name of individual or entity)</small>	Buyer/Tenant: _____ <small>(print name of individual or entity)</small>
Signature: _____	Signature: _____
Its: _____ <small>(if Buyer is an entity)</small>	Its: _____ <small>(if Buyer is an entity)</small>
Buyer/Tenant Address: _____	Bus. Phone: _____ Fax: _____
_____	Email: _____

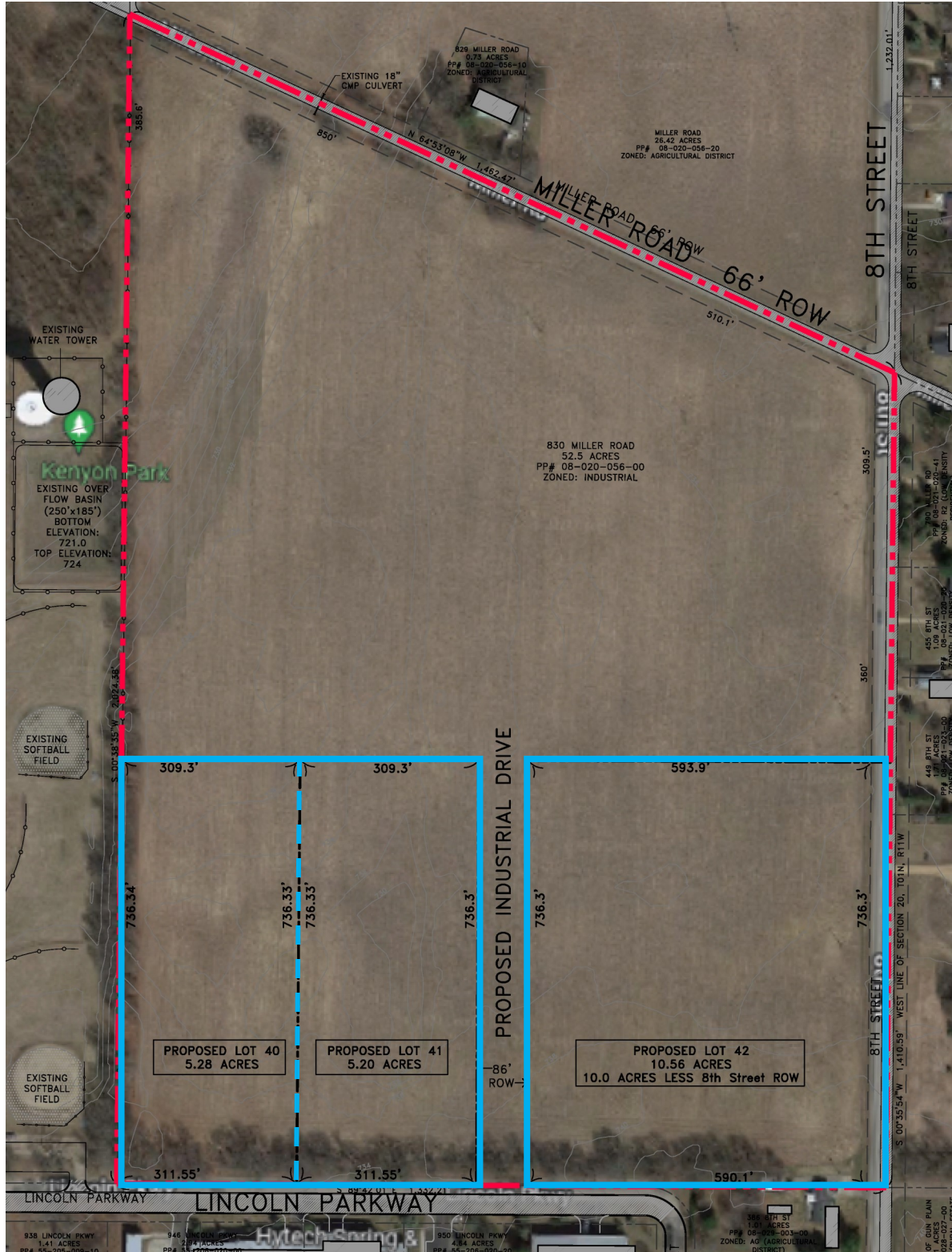
4. By signing below, Seller/Landlord acknowledges having read and received a copy of this agreement.

Seller/Landlord: <u>The City of Plainwell</u> <small>(print name of individual or entity)</small>	Seller/Landlord: _____ <small>(print name of individual or entity)</small>
Signature: _____	Signature: _____
Its: _____ <small>(if Seller is an entity)</small>	Its: _____ <small>(if Seller is an entity)</small>
Seller/Landlord Address: _____	Bus. Phone: _____ Fax: _____
_____	Email: _____

EXHIBIT E

PROPERTY DESCRIPTION

DS
BN



DS

Estimated Proceeds to Seller

Prepared For: City of Plainwell
 Property: Lots 40, 41 & 42 - 20.48 Acres
Plainwell, Michigan

Net Sheet Estimate

Date: 6/6/2023

Sale Price			\$ <u>525,000.00</u>
		\$ -	
Less Closing Costs:			
County Transfer Tax	\$ 577.50		
State Transfer Tax	\$ 3,937.50		
Environmental (negotiable)	\$ -	Buyer Paid	
Survey (negotiable)	\$ 5,000.00	ALTA	
Closing Fee	\$ 450.00		
Taxes/Assessments	\$ -	TBD	
Title Insurance close by 9/1/23	\$ 2,654.75		
Mortgage Balance	\$ -		
Recording Fee	\$ 150.00		
Commission at 7.0%	\$ 36,750.00		\$ <u>49,519.75</u>
Net (Before Tax) Proceeds to Seller			\$ <u>475,480.25</u>

COMMENTS

Prepared By: **Bailey Witt**
Realtor Associate

NAI Wisinski of West Michigan
 1803 Whites Road
 Suite 2
 Kalamazoo MI 49008

269 459 0433 direct
baileyw@naiwwm.com

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

Resolution No. 2023-16

At a regular meeting of the City Council for the City of Plainwell held at City Hall on June 12, 2023, and beginning at 7:00 p.m., the following Resolution was offered for adoption by Council Member _____ and was seconded by Council Member _____.

**A RESOLUTION ESTABLISHING MONTHLY RECYCLING AND
SEMI-ANNUAL TRASH COLLECTION FEES AND RATIFYING THE
WASTE MATERIAL SERVICES AGREEMENT.**

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

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

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

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

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

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

NOW, THEREFORE, be it resolved as follows:

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

- (a) Monthly Recycling: \$ 13.55 per residential unit per quarter, in addition to any late fees.
- (b) Semi-Annual Trash Collection: \$ 11.83 per residential unit semi-annually, in addition to any late fees.

Section 2. Residential unit monthly recycling service fees shall be billed quarterly, and semi-annual trash collection service fees shall be billed semi-annually. A late payment fee of 4% of the total bill shall be added if the bill is not paid in full within 30 days. Thereafter, an additional 1% monthly late fee will be added until payment is made.

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

Section 4. The rates established by this resolution shall become effective July 1, 2023.

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

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

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

Section 8. This Resolution is effective immediately.

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

YES:

NO:

ABSENT:

Resolution declared adopted.

SIGNED: _____
Brad Keeler, Mayor

SIGNED: _____
Ginger J. Leonard, Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Plainwell City Council at a regular meeting held on June 12, 2023 the original of which is on file in my office and available to the public.

Ginger J. Leonard, City Clerk

CITY OF PLAINWELL (MICHIGAN) WATER FUND

COMPARATIVE STATEMENT OF NET POSITION

	As Of			
	<u>6/30/2019</u>	<u>6/30/2020</u>	<u>6/30/2021</u>	<u>6/30/2022</u>
	(-----Per Audit-----)			
Assets				
Current assets:				
Cash	\$144,104	\$5,627	\$199,743	\$326,364
Receivables	36,090	42,225	51,040	43,892
Prepays	-	858	-	-
Total current assets	<u>180,194</u>	<u>48,710</u>	<u>250,783</u>	<u>370,256</u>
Noncurrent assets:				
Advances to other funds	18,391	15,842	13,267	10,666
Capital assets not being depreciated - land	17,346	17,346	17,346	17,346
Capital assets, net of depreciation	2,609,804	2,787,452	2,685,172	2,589,699
Total noncurrent assets	<u>2,645,541</u>	<u>2,820,640</u>	<u>2,715,785</u>	<u>2,617,711</u>
 Total Assets	 <u>\$2,825,735</u>	 <u>\$2,869,350</u>	 <u>\$2,966,568</u>	 <u>\$2,987,967</u>
Deferred Outflows of Resources				
Deferred OPEB amounts	<u>2,218</u>	<u>7,162</u>	<u>6,574</u>	<u>28,221</u>
Liabilities				
Current liabilities:				
Payables	\$6,668	\$7,950	\$3,369	\$31,733
Bonds payable - current portion	90,000	-	-	-
Total current liabilities	<u>96,668</u>	<u>7,950</u>	<u>3,369</u>	<u>31,733</u>
Noncurrent liabilities:				
Compensated absences	9,200	8,100	7,800	2,800
Net other postemployment benefits liability	89,102	90,669	103,331	81,792
Total noncurrent liabilities	<u>98,302</u>	<u>98,769</u>	<u>111,131</u>	<u>84,592</u>
 Total Liabilities	 <u>194,970</u>	 <u>106,719</u>	 <u>114,500</u>	 <u>116,325</u>
Deferred Inflows of Resources				
Deferred OPEB amounts	<u>5,485</u>	<u>16,062</u>	<u>14,466</u>	<u>28,809</u>
Net Position				
Net investment in capital assets	2,537,150	2,804,798	2,702,518	2,607,045
Unrestricted	90,348	(51,067)	141,658	264,009
 Total Net Position	 <u>2,627,498</u>	 <u>2,753,731</u>	 <u>2,844,176</u>	 <u>2,871,054</u>
 Total Liabilities and Net Position	 <u>\$2,822,468</u>	 <u>\$2,860,450</u>	 <u>\$2,958,676</u>	 <u>\$2,987,379</u>

CITY OF PLAINWELL (MICHIGAN) WATER FUND

COMPARATIVE STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

	Fiscal Year Ended			
	6/30/2019	6/30/2020	6/30/2021	6/30/2022
	(-----Per Audit-----)			
Operating Revenues				
Charges for services	\$475,465	\$494,618	\$521,401	\$517,255
State grant	3,750	-	-	-
Other	24,756	19,105	44,071	22,967
Total operating revenues	<u>503,971</u>	<u>513,723</u>	<u>565,472</u>	<u>540,222</u>
Operating Expenses				
Administration	53,946	37,432	37,597	40,765
Treatment	161,569	140,229	122,271	146,368
Collection	81,299	74,177	81,988	113,831
Subtotal	<u>296,814</u>	<u>251,838</u>	<u>241,856</u>	<u>300,964</u>
Depreciation expense	136,148	136,107	102,280	102,337
Total operating expenses	<u>432,962</u>	<u>387,945</u>	<u>344,136</u>	<u>403,301</u>
Net operating income (loss)	<u>71,009</u>	<u>125,778</u>	<u>221,336</u>	<u>136,921</u>
Non-Operating Revenues (Expenses)				
Federal grant	-	110,927	-	-
State grant	-	4,125	-	27,044
Interest revenue	2,473	749	484	600
Interest expense	(2,813)	(562)	-	-
Total non-operating revenues (expenses)	<u>(340)</u>	<u>115,239</u>	<u>484</u>	<u>27,644</u>
Income before transfers	<u>70,669</u>	<u>241,017</u>	<u>221,820</u>	<u>164,565</u>
Transfers out	<u>(138,849)</u>	<u>(114,784)</u>	<u>(131,375)</u>	<u>(137,687)</u>
Change in net position	(68,180)	126,233	90,445	26,878
Net position, beginning of year	<u>2,695,678</u>	<u>2,627,498</u>	<u>2,753,731</u>	<u>2,844,176</u>
Net position, end of year	<u><u>\$2,627,498</u></u>	<u><u>\$2,753,731</u></u>	<u><u>\$2,844,176</u></u>	<u><u>\$2,871,054</u></u>

CITY OF PLAINWELL (MICHIGAN) WATER FUND

COMPARATIVE DETAIL OF OPERATING EXPENSES

		Fiscal Year Ended			Test Year	Multiplier
		6/30/2021	6/30/2022	6/30/2023		
		(-----Per Client-----)				
Dept. 540 - Pumping & Treatment						
703.000	Salaries/Wages - Full Time Employees	\$31,579	\$32,704	\$29,896	\$29,896	3.0%
704.001	Wages - Part Time Employees	617	1,299	414	414	3.0%
709.000	Payroll Taxes - FICA - Soc Sec/Medicare	2,720	3,175	2,793	2,793	3.0%
712.001	Cash in Lieu of Benefits - Insurance Buy	245	587	1,440	1,440	3.0%
713.001	Overtime Pay	5,072	4,375	6,080	6,080	3.0%
716.000	Retirement - Defined Contribution 401a	3,095	3,396	2,813	2,813	3.0%
718.001	Health Insurance Premiums - Current EE	4,562	4,212	3,850	3,850	3.0%
718.130	Health Insurance - HSA - Employer Paid	1,294	2,064	1,440	1,440	3.0%
723.001	Retiree Health Care - OPEB	220	398	1,082	1,082	3.0%
723.075	Retiree Health Care - OPEB GASB 75 Costs	11,654	-	-	-	0.0%
725.001	Fringe Benefit - Life Insurance	13	14	15	15	3.0%
725.010	Works Comp Insurance	917	662	821	821	3.0%
752.000	Supplies - Operating	4,822	5,383	5,200	5,200	3.0%
767.000	Clothing - Uniforms	176	182	240	240	3.0%
775.000	Supplies - Repairs and Maintenance	1,244	3,679	2,400	2,400	3.0%
801.000	Professional Services - Engineering	5,650	24,332	38,482	38,482	3.0%
801.050	Professional Services - Well/ Pump Maint	1,600	36,364	1,600	1,600	3.0%
920.000	Utilities - Electric	20,773	25,638	28,800	28,800	4.0%
921.000	Utilities - Natural Gas	874	1,496	1,600	1,600	4.0%
930.001	Outside Services - Land & Building Repairs	383	-	-	-	0.0%
931.000	Outside Services (RMLB)	11,679	6,793	6,000	6,000	3.0%
940.000	Rentals - Equipment	13,187	11,745	13,200	13,200	3.0%
955.000	Miscellaneous Expense	-	2,340	1,340	1,340	3.0%
960.000	Education & Training - Professional	-	1,662	1,100	1,100	3.0%
968.000	Depreciation Expense	-	-	-	-	0.0%
	Total Dept. 540 - Pumping & Treatment	122,375	172,499	150,606	150,606	
Dept. 545 - Distribution						
703.000	Salaries/ Wages - Full Time Employees	29,429	25,927	31,381	31,381	3.0%
704.001	Wages - Part Time Employees	1,234	1,243	562	562	3.0%
709.000	Payroll Taxes - FICA - Soc Sec/Medicare	2,337	2,121	2,660	2,660	3.0%
712.001	Cash in Lieu of Benefits - Insurance Buy	504	641	1,620	1,620	3.0%
713.001	Overtime Pay	1,099	998	2,280	2,280	3.0%
716.000	Retirement - Defined Contribution 401a	2,686	2,104	2,731	2,731	3.0%
718.001	Health Insurance Premiums - Current EE	5,663	3,640	3,111	3,111	3.0%
718.013	Health Insurance - HSA - Employer Paid	922	1,776	1,152	1,152	3.0%
723.001	Retiree Health Care - OPEB	514	582	866	866	3.0%
725.001	Fringe Benefit - Life Insurance	17	18	14	14	3.0%
725.010	Works Comp Insurance	1,047	562	691	691	3.0%
752.000	Supplies - Operating	517	1,268	800	800	3.0%
767.000	Clothing - Uniforms	391	186	384	384	3.0%
775.000	Supplies - Repairs and Maintenance	7,837	30,078	8,000	8,000	3.0%
801.000	Professional Services - Engineering	-	27,159	25,215	25,215	3.0%
920.000	Utilities - Electric	1,987	1,509	1,929	1,929	4.0%
931.000	Outside Services (RMLB)	22,512	6,051	5,800	5,800	3.0%
940.000	Rentals - Equipment	3,292	7,968	7,000	7,000	3.0%
	Total Dept. 545 - Distribution	81,988	113,831	96,196	96,196	

[1]

CITY OF PLAINWELL (MICHIGAN) WATER FUND

COMPARATIVE DETAIL OF OPERATING EXPENSES

		Fiscal Year Ended			Test Year	Multiplier
		6/30/2021	6/30/2022	6/30/2023		
		(-----Per Client-----)				
Dept. 560 - Utility Administration						
703.000	Salaries/ Wages - Full Time Employees	15,135	11,738	11,548	11,548	3.0%
704.001	Wages - Part Time Employees	17	-	-	-	0.0%
709.000	Payroll Taxes - FICA - Soc Sec/ Medicare	1,161	927	982	982	3.0%
712.001	Cash in Lieu of Benefits - Insurance Buy	599	599	1,320	1,320	3.0%
716.000	Retirement - Defined Contribution 401a	1,495	1,149	1,137	1,137	3.0%
718.001	Health Insurance Premiums - Current EE	217	148	125	125	3.0%
718.013	Health Insurance - HSA - Employer Paid	-	24	-	-	0.0%
725.001	Fringe Benefit - Life Insurance	2	2	7	7	3.0%
725.010	Works Comp Insurance	130	89	116	116	3.0%
751.000	Supplies - Office	53	117	200	200	3.0%
767.000	Clothing - Uniforms	114	158	228	228	3.0%
801.000	Professional Services - Engineering	-	7,729	14,271	14,271	3.0%
801.013	Professional Services - Attorney	899	-	-	-	0.0%
801.030	Professional Services - Auditor	1,165	1,120	1,235	1,235	3.0%
803.010	Administrative Services - GIS Mapping	198	166	1,200	1,200	3.0%
803.030	Administrative Services - PILOT Charge	131,375	137,687	142,209	142,209	3.0%
850.001	Communications - Cell Phones	635	1,999	2,184	2,184	3.0%
851.000	Postage	3,490	4,105	4,200	4,200	3.0%
900.000	Printing and Publishing	211	62	60	60	3.0%
931.000	Outside Services (RMLB)	858	-	250	250	3.0%
935.001	Property Liability Insurance	5,830	6,328	7,054	7,054	3.0%
948.000	Computer Services	1,801	2,101	2,300	2,300	3.0%
955.997	Miscellaneous - UB Penalties Waived	2,100	-	-	-	0.0%
955.999	Bank Service Charges	401	419	432	432	3.0%
960.000	Education & Training - Professional	-	670	700	700	3.0%
962.000	Membership & Dues	1,085	1,116	1,200	1,200	3.0%
	Total Dept. 560 - Utility Administration	168,972	178,452	192,958	192,958	
Dept. 900 - Capital Outlay						
801.000	Professional Services - Engineering	-	-	- [2]	-	0.0%
971.000	Capital Purchase	-	-	- [2]	-	0.0%
972.000	Contracted Services	-	-	- [2]	-	0.0%
	Total Dept. 900 - Capital Outlay	-	-	-	-	
	Total Water Operating Expenses	\$373,335	\$464,782	\$439,760	\$439,760	

[1] Depreciation is removed from this section of the report. This item is addressed later in the report.

[2] Capital Outlay is removed from this section of the report. These items are addressed later in the report.

CITY OF PLAINWELL (MICHIGAN) WATER FUND

SCHEDULE OF ESTIMATED CASH FUNDED CAPITAL IMPROVEMENTS - WATER & ROADS ASSOCIATED

Project Name/Description	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>	<u>2027/28</u>	<u>2028/29</u>	<u>2029/30</u>	<u>2030/31</u>	<u>2031/32</u>	<u>2032/33</u>	<u>2033/34</u>	<u>2034/35</u>
Water Distribution Materials Inventory	\$211,050											
Old Orchard Water		[1]										
Water Tower Painting - Interior			\$240,000									
Obsolete Water Tower Removal		\$85,000										
Well 7 Overhaul		40,000										
Industrial Park Expansion Water Lead		[2]										
Industrial Park Expansion Water Lead - Road		[2]										
Water Van		80,000										
Water Tank Exterior Cleaning			10,000									
Leak Detection - City Wide			10,000									
N Main Water Relay Bridge-Bannister 10"				\$45,000								
Water Tank Exterior Cleaning					\$10,000							
Well 4 Overhaul					50,000							
Industrial Park Water Loop						[3]						
Industrial Park Water Loop - Road						[3]						
VFD Replacement Wells 4 & 7						\$10,000						
Water Tower Painting - Exterior						90,000						
2" Water Main Replacements (8)							\$118,000					
2" Water Main Replacements (8) - Road							118,000					
Acorn Street - Water Main									\$95,000			
Acorn Street - Water Main - Road									95,000			
Water Tower Exterior Cleaning											\$10,000	
Melrose St Water Main Replacement												\$88,000
Melrose St Water Main Replacement - Road												88,000
Sub-total	211,050	205,000	260,000	45,000	60,000	100,000	236,000	-	190,000	-	10,000	176,000
Plus: Inflation Allowance (5%)	10,553	10,250	26,650	7,093	12,930	27,628	80,263	-	90,717	-	6,289	125,020
Total Cash Funded Capital Improvements	\$221,603	\$215,250	\$286,650	\$52,093	\$72,930	\$127,628	\$316,263	\$0	\$280,717	\$0	\$16,289	\$301,020

Note: These capital improvement estimates were increased by 5% every year beginning in 2023/24.

[1] Included in 2023/24 Bonds:

Old Orchard Water \$2,414,720

[2] Costs associated to be billed to prospective builders:

Industrial Park Expansion \$210,000

Industrial Park Expansion Road 210,000

[3] Included in 2028/29 Bonds:

Industrial Park Loop \$443,635

Industrial Park Loop Road 443,635

CITY OF PLAINWELL (MICHIGAN) WATER FUND

CASH FLOW ANALYSIS - WATER & ASSOCIATED ROADS CAPITAL IMPROVEMENTS

	<u>2022/23</u>	<u>One-time Increase</u>	<u>2023/24</u>	<u>Increases Per Year</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>	<u>2027/28</u>	<u>2028/29</u>	<u>2029/30</u>
Assumptions										
City										
Meter Equivalents	1,794		1,977		1,977	1,977	1,977	1,977	1,977	1,977
Ready-to-Serve Rate	\$9.73	\$5.00	\$14.73	3.00%	\$15.17	\$15.63	\$16.10	\$16.58	\$17.08	\$17.59
Billable Flow (1,000 gal)	95,005		95,005		95,005	95,005	95,005	95,005	95,005	95,005
Commodity Charge (per 1,000 gal)	\$2.77	\$1.00	\$3.77	3.00%	\$3.88	\$4.00	\$4.12	\$4.24	\$4.37	\$4.50
Gun Plain Township										
Meter Equivalents	193		184		184	184	184	184	184	184
Ready-to-Serve Rate	\$9.73		\$14.73		\$15.17	\$15.63	\$16.10	\$16.58	\$17.08	\$17.59
Billable Flow (1,000 gal)	10,769		10,769		10,769	10,769	10,769	10,769	10,769	10,769
Commodity Charge (per 1,000 gal)	\$2.77		\$3.77		\$3.88	\$4.00	\$4.12	\$4.24	\$4.37	\$4.50
<i>Typical homeowner's monthly bill (assumes 4,500 gallons/month)</i>	\$22.20		\$31.70		\$32.63	\$33.63	\$34.64	\$35.66	\$36.74	\$37.84
Revenue										
City										
Ready-to-Serve Charge	\$209,485		\$349,469		\$359,953	\$370,751	\$381,874	\$393,330	\$405,130	\$417,284
Commodity Charge	263,164		358,169		368,620	380,020	391,421	402,821	415,172	427,523
Gun Plain Township										
Ready-to-Serve Charge	22,578		32,508		33,483	34,488	35,522	36,588	37,686	38,816
Commodity Charge	29,829		40,598		41,782	43,075	44,367	45,659	47,059	48,459
Other										
Miscellaneous	22,934		22,934		22,934	22,934	22,934	22,934	22,934	22,934
Grant	600,641		-		-	-	-	-	-	-
Otsego Township Charge	62,325		-		-	-	-	-	-	-
Total Revenues	1,210,956		803,678		826,772	851,268	876,118	901,333	927,981	955,016
Less: Total Operating Expenditures	(439,760)		(453,276)		(467,211)	(481,577)	(496,388)	(511,657)	(527,400)	(543,631)
Net Operating Revenue	771,196		350,401		359,561	369,691	379,730	389,675	400,580	411,384
Less: Estimated Cash-Funded Capital Improvements	(926,881)		(221,603)		(215,250)	(286,650)	(52,093)	(72,930)	(127,628)	(316,263)
Estimated Debt Service #1 2023/24 Open Market Bonds [1]	-		(57,000)		(167,000)	(167,000)	(167,000)	(167,000)	(167,000)	(167,000)
Estimated Debt Service #2 2028/29 Open Market Bonds [2]	-		-		-	-	-	-	(23,000)	(115,000)
Net Cash Flow	(\$155,685)		\$71,799		(\$22,689)	(\$83,959)	\$160,637	\$149,745	\$82,952	(\$186,878)
Cash & Investments	\$326,363	\$170,678	\$242,477		\$219,788	\$135,830	\$296,467	\$446,212	\$529,164	\$342,286

[1] Estimated debt service payments based on \$2,500,000 25-year open market bond issue at an estimated interest rate. This amount includes estimated bond costs and other contingencies in the amount of \$85,280.

[2] Estimated debt service payments based on \$900,000 10-year open market bond issue at an estimated interest rate.

CITY OF PLAINWELL (MICHIGAN) WATER FUND

CUSTOMER BILL ANALYSIS

12th Street Apartments

	<u>Usage Billed</u>	<u>Usage Charge</u>	<u>RTS Charge 2"</u>	<u>Water Bill</u>	<u>Difference</u>
Current Bill:	44,000	\$121.88	\$26.26	\$148.14	
2023/24 Bill:	44,000	\$165.88	\$78.51	\$244.39	\$96.25

Preferred Plastics

	<u>Usage Billed</u>	<u>Usage Charge</u>	<u>RTS Charge 3"</u>	<u>Water Bill</u>	<u>Difference</u>
Current Bill:	538,000	\$1,490.26	\$36.02	\$1,526.28	
2023/24 Bill:	538,000	\$2,028.26	\$147.30	\$2,175.56	\$649.28

Plainwell Comm. Schools

	<u>Usage Billed</u>	<u>Usage Charge</u>	<u>RTS Charge 1.5"</u>	<u>RTS Charge 4"</u>	<u>Water Bill</u>	<u>Difference</u>
Current Bill:	79,000	\$218.83	\$19.46	\$48.62	\$286.91	
2023/24 Bill:	79,000	\$297.83	\$49.05	\$245.55	\$592.43	\$305.52



“The Island City”

MEMORANDUM

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

To: City Council
From: Robert Nieuwenhuis
Subject: Major Streets
Date: 6/6/2023

I am looking for approval to allow PK Contracting to strip our major roads.

PK has striped our roads in the past and have done an excellent job. PK has helped us with all the new traffic laws and changes that are needed throughout our major streets.

There is not another contracting company that specifically specializes in street striping that I was able to get a quote from. I don't feel that it is in the Cities' best interest to utilize companies that don't strip City, County and State roads.

I recommend the council approval PK contracting to strip the major roads for the City at a cost of \$41,875.40.

Robert Nieuwenhuis



MAIN OFFICE
 1965 Barrett Drive
 Troy, MI 48084-5372
 PHONE 248-362-2130
 FAX 248-362-4969

To: PK CONTRACTING, LLC	Contact: KYLE VAN DUSEN
Address: 1965 Barrett Dr Troy, MI 48084 USA	Phone: 248-362-2130
Project Name: PLAINWELL PAVEMENT MARKINGS	Fax:
Project Location: ALLEGAN COUNTY	Bid Number: 22-8520
	Bid Date: 5/19/2023

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1		Mobilization, Max. ____	1.00	LS	\$2,000.000	\$2,000.00
2		Pavt Mrkg, Waterborne, 4 Inch, Crosshatch	4,521.00	LF	\$1.200	\$5,425.20
3		Pavt Mrkg, Waterborne, 6 Inch, Crosshatch	158.00	LF	\$1.500	\$237.00
4		Pavt Mrkg, Waterborne, 6 Inch, Crosswalk	5,846.00	LF	\$1.500	\$8,769.00
5		Pavt Mrkg, Waterborne, 24 Inch, Stop Bar	1,237.00	LF	\$6.000	\$7,422.00
6		Pavt Mrkg, Waterborne, Direction Arrow Sym, Bike	34.00	EACH	\$50.000	\$1,700.00
7		Pavt Mrkg, Waterborne, Bike, Small Sym	34.00	EACH	\$65.000	\$2,210.00
8		Pavt Mrkg, Waterborne, Turn Arrow Sym	22.00	EACH	\$65.000	\$1,430.00
9		Pavt Mrkg, Waterborne, Only	16.00	EACH	\$65.000	\$1,040.00
10		Pavt Mrkg, Waterborne, Railroad Sym	2.00	EACH	\$125.000	\$250.00
11		Pavt Mrkg, Waterborne, Combo Turn Arrow Sym	11.00	EACH	\$95.000	\$1,045.00
12		Pavt Mrkg, Waterborne, Sharrow Symbol	10.00	EACH	\$95.000	\$950.00
13		Pavt Mrkg, Waterborne, 4 Inch, White	6,622.00	LF	\$0.200	\$1,324.40
14		Pavt Mrkg, Waterborne, 4 inch, Yellow	24,670.00	LF	\$0.200	\$4,934.00
15		Pavt Mrkg, Waterborne, 6 Inch, White	11,210.00	LF	\$0.280	\$3,138.80

Total Bid Price: \$41,875.40

Notes:

- QUOTE IS BASED ON ONE MOVE IN FOR FINAL MARKINGS AT COMPLETION OF PROJECT.
- QUOTE IS INCLUSIVE OF ALL ITEMS AND CAN NOT BE SPLIT.
- PAYMENT TO BE MADE BASED ON QUOTED UNIT PRICES.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: PK CONTRACTING, INC.</p> <p>Authorized Signature: _____</p> <p>Estimator: Greg Moody (248) 362-2130 greg@pkcontracting.com</p>
--	--

May 17, 2023

Bob Niewenhuis, Superintendent
City of Plainwell
211 North Main Street
Plainwell, MI 49080

RE: Proposal to Renew the City of Plainwell Wellhead Protection Program (WHPP) Plan

Dear Bob:

The intent of the Michigan Wellhead Protection Program (WHPP) is to help you proactively protect, manage and plan for the safety of your public drinking water supply system. Michigan maintains strong state-wide support for local WHPPs. Your interest in taking action to safeguard your community's drinking water supply is to be commended.

Fleis & VandenBrink Engineering, Inc. (F&V) has worked with more communities to achieve their Michigan Department of Environment, Great Lakes and Energy (EGLE) approved WHPP goals than any other firm in the state. To date, we have assisted over 50 communities and would enjoy working with you on your drinking water protection efforts.

The State of Michigan provides matching grant funding to assist communities who work to implement short and long-term protection efforts of their drinking water supply. Grant applications are typically released annually in May of each year and due in mid-June. The grant period generally runs from October to September. If awarded, the program will provide 50% to 100% reimbursement of eligible expenditures based on work completed in past.

Following is our Statement of Understanding, Scope of Services, and budget to assist you in completing an EGLE approvable WHPP Plan Renewal.

STATEMENT OF UNDERSTANDING

You are requesting F&V to assist with a renewal of your existing WHPP Plan. The following narrative describes the seven elements that are required for an EGLE approvable WHPP Plan.

SCOPE OF SERVICES

Based on our Statement of Understanding, we propose the following Scope of Services.

F&V will assist with applying for a WHPP grant and if awarded, subsequent EGLE grant administration requirements. Items will include facilitating quarterly meetings, advising, and assisting with Financial Status Reports, Quarterly Progress Reports, meeting minutes and the following:

2960 Lucerne Drive SE, Suite 100
Grand Rapids, MI 49546
P: 616.977.1000
F: 616.977.1005
www.fveng.com

WELLHEAD PROTECTION AREA DELINEATION

Referred to as the “delineation”, “Wellhead Protection Area”, or WHPA, this area is a key component of a WHPP. During the WHPP renewal, we will review your existing delineation. The review will include a comparison of current well field operating conditions to those used for the delineation. If there have been significant operational changes, or if you have wells with no delineations, it may be prudent to update your WHPA delineation to reflect current conditions. If needed, we will provide recommendations to update your delineation.

ROLES AND RESPONSIBILITIES

The goal of this element is to identify individuals responsible for the development and implementation of your WHPP. We will meet with stakeholders to establish specific roles and responsibilities. We will also provide guidance on what individuals or positions could be responsible for various parts of the WHPP.

CONTAMINANT SOURCE INVENTORY

The goal of this element is to identify existing and potential sources of contamination within the WHPA. Sources of contamination will be provided from information through various state agencies and programs, which include the following:

- LUST: Leaking Underground Storage Tanks (EGLE)
- Part 201: Contaminated Sites in Michigan (EGLE)
- NPL: National Priority List Superfund Sites (EPA)
- UST: Registered Underground Storage Tank (EGLE)
- AST: Registered Aboveground Storage Tanks (EGLE)
- GWD: Ground Water Discharge Permit Sites (EGLE)
- O&G: Oil and Gas Well Sites (EGLE-OSGS)
- O&G: Contamination Sites (EGLE-OSGS)
- Miscellaneous; Information provided by Local WHPP Team Members

For identified contaminated properties located within the WHPA, if requested, we will also provide a budget to:

- Coordinate a Freedom of Information Request with the EGLE District Office
- Review available EGLE District files
- Prepare a brief site condition summary based on EGLE records (contaminated matrix, extent, cleanup status, release date, contaminant released, etc.)

WELLHEAD PROTECTION AREA MANAGEMENT

The goal of this element is to provide mechanisms that will prevent existing and potential sources of contamination from reaching your water supply wells. The management mechanisms may entail a broad range of activities such as:

- Site plan reviews
- Permit checklists
- Zoning ordinances for geothermal wells
- Well prohibition
- Septic inspections
- Land use planning

F&V would assist the WHP Team in reviewing strategies and evaluating management options that may help protect your drinking water supply.

WATER SUPPLY EMERGENCY CONTINGENCY PLANS

This element of the Plan will include an evaluation of the immediate and long-term protection of your water supply system by identification of personnel, testing equipment, procedures, and materials that can be used for rapid correction or elimination of environmental accidents that might constitute a water supply emergency.

We will review your existing plan to confirm it meets EGLE WHP Program requirements. We will also consider your alternative water supply options, and operational alternatives such as:

- Reduction of water use
- Isolating affected areas
- Providing water from unaffected wells or portions of the distribution system unaffected
- Well field pumping/storage management
- Short-term treatment methods

PLANNING FOR NEW WATER WELLS

If water supply expansion is anticipated, this element identifies proposed new well information and the method for incorporating the new well/s into the WHPP. If potential new well locations need to be identified, and if requested, we will provide a budget to develop a New Well Evaluation Study.

PUBLIC PARTICIPATION

For WHPP success, everyone within the community and especially those people who live and conduct their businesses within the WHPA, need to be educated about the importance of drinking water protection efforts. We will guide you on effective methods to educate various demographics within your community and discuss examples of what other municipalities throughout Michigan have done.

DELIVERABLES

F&V will prepare and provide a WHPP Plan that addresses the elements required for EGLE approval.

SCHEDULE

F&V will provide the deliverables for submittal to EGLE by the end of the grant cycle.

BUDGET

F&V proposes to complete the work on a lump sum basis for \$12,000. This would include facilitating four meetings, the update of the WHPP Plan, and Wellhead Protection Grant Program administration requirements. If you pursue the EGLE Wellhead Protection Grant Program, half of the budget would be eligible for grant reimbursement that could lower your net fee to \$6,000. We will work with you during the grant application process to determine if past well and/or water resources related work conducted by the City/Township/Village, can further increase the current grant reimbursement amount.

If grant funding is not awarded, F&V would not move forward with the proposed work unless authorized to do so. This proposal is valid for 90 days.

Work would be completed under the terms and conditions of our existing Professional Services Agreement. We can begin upon your authorizing the work by signing the bottom of this letter and returning it to F&V (attention Ms. Anne Hagedorn, ahagedorn@fveng.com).

Once again, thank you for this opportunity, and we look forward to working with you on this project. If you need other information regarding this proposal or other F&V services, please contact me at brice@fveng.com or 616.560.5106.

Sincerely,

FLEIS & VANDENBRINK ENGINEERING, INC.



Brian L. Rice, P.E.
Manager, Environmental Services Group

Work Authorization

*Fleis & VandenBrink (F&V) is hereby authorized to perform Additional Services as detailed in their letter dated **May 17, 2023** and authorized under the existing Professional Services Agreement with F&V dated **June 1, 2017**.*

Contract Amount: \$12,000

Bob Niewenhuis, Supervisor

Date



Brian Rice, Principal

Date

City of Plainwell



“The Island City”

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

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

CITY OF PLAINWELL, MICHIGAN NOTICE OF PUBLIC HEARING

P.A. 210, 2005

APPLICATION FOR COMMERCIAL REHABILITATION TAX EXEMPTION

PLEASE TAKE NOTICE that Mark Meszaros (Mosaic Company), 119 West Bridge Street, Plainwell, MI has submitted a request to the Plainwell City Council for the approval of a Commercial Rehabilitation Exemption Certificate.

TAKE FURTHER NOTICE that the Plainwell City Council shall meet on Monday, June 26, 2023 at 7:00 o'clock p.m. local time at Plainwell City Hall, 211 N. Main Street, Plainwell, Michigan, for consideration of the issuance of a Commercial Rehabilitation Exemption Certificate, in compliance with the Commercial Rehabilitation Act, PA 210 of 2005, MCL 207.841 et. Seq., as amended. Each taxing authority, the City Assessor, property owners and members of the public will be given an opportunity to appear and be heard with regard to said application.

If you have comments that you wish to submit regarding the proposal, you may present them in writing to the Plainwell City Clerk, 211 N. Main Street, Plainwell, MI, or by email at bkelly@plainwell.org no later than 5pm on the date of the hearing.

Brian Kelley
Plainwell City Clerk

Investment Activity Report



“The Island City”

City of Plainwell

Investment Portfolio Detail - Unaudited

at: 05/31/2023

Brian Kelley, Finance Director/Treasurer

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

Insert Signature:

Brian Kelley

Digitally signed by Brian Kelley
Date: 2023.06.01 20:27:36 -04'00'

	Investment Type	CUSIP	Principal Purchase	Monthly Interest Earned	Institution or Bank	Contact Name and Number	Purchase Date	Maturity Date	Yield	Remaining Days to Maturity
1	Pooled Investment*	N/A	\$357,952	\$1,564.23	Michigan Class	Jeff Anderson - 616.244.9376	03/28/2016		5.16%	
2	730-Day CD	N/A	\$253,900	\$566.36	Grand River Bank	Christy Vierzen - 616.259.1322	06/10/2022	06/09/2024	2.75%	375
3	365-Day CD	N/A	\$86,338	\$811.24	First National Bank	Doug Johnson - 616.538.6040	11/16/2022	11/16/2023	3.89%	169
4	435-Day CD	N/A	\$63,517	\$0.00	First National Bank	Doug Johnson - 616.538.6040	04/05/2023	05/29/2024	4.33%	364
5	365-Day CD	N/A	\$202,134	\$0.00	First National Bank	Doug Johnson - 616.538.6040	09/27/2022	09/27/2023	3.21%	119
6	365-Day CD	N/A	\$250,000	\$0.00	Flagstar Bank	Lisa Powell - 616.285.2263	09/29/2022	09/29/2023	3.50%	121
7	365-Day CD	N/A	\$246,666	\$0.00	Northstar Bank	Julie Smith - 810.329.7104	10/03/2022	10/03/2023	2.75%	125
8	90-Day CD	N/A	\$21,285	\$52.20	Northstar Bank	Julie Smith - 810.329.7104	02/15/2023	08/14/2023	2.95%	75
9	6-month CD	N/A	\$51,018	\$170.22	Consumers Credit Union	Christopher Rusche - 616.208.1166	05/22/2023	11/19/2023	0.15%	172
10	6-month CD	N/A	\$51,018	\$170.22	Consumers Credit Union	Christopher Rusche - 616.208.1166	05/22/2023	11/19/2023	0.15%	172
11	9-month CD	N/A	\$165,092	\$531.62	Southern Michigan Bank & Trust	Aimee Kornowicz 269.279.3568	01/03/2023	10/03/2023	4.00%	125
12	9-month CD	N/A	\$40,982	\$131.96	Southern Michigan Bank & Trust	Aimee Kornowicz 269.279.3568	01/03/2023	10/03/2023	4.00%	125
13	9-month CD	N/A	\$5,921	\$19.07	Southern Michigan Bank & Trust	Aimee Kornowicz 269.279.3568	01/03/2023	10/03/2023	4.00%	125
14	365-Day CD	N/A	\$25,366	\$92.01	Horizon Bank	Tammy Kerr 616.214.3754	01/09/2023	01/09/2024	4.43%	223
15										

Total Investments: \$1,821,189.57 \$4,109.13 = Monthly investment interest

Average Yield: 3.23%

Cash Activity for the Month

Cash, beginning of month: \$1,697,478.43

\$1,943.17 = Monthly bank account interest

Cash, end of month: \$1,470,689.06

Cash and Investments, end of month: \$3,291,878.63 \$6,052.30 = Total monthly interest earned

Vacant, City Manager

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

Insert Signature:

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

ESTIMATED CASH BALANCE/FUND BALANCE REPORT

MONTH ENDED: **5/31/2023**


% OF FISCAL YEAR: **91.78%**

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

** - OPEB listing on this worksheet is included in the General Fund for financial statement purposes

*** - These amounts are taken directly from the End of Month Financial Statement provided to Council

FUND	AUDITED FIGURES AS OF MOST RECENT AUDIT *		CURRENT YEAR PERFORMANCE - UNAUDITED ***		ESTIMATED FUND BALANCE (AUDIT FB + ACT REV - ACT EXP)	TOTAL RECONCILED CASH AND INVESTED FUNDS	CURRENT YEAR AMENDED BUDGET EXP	EXPENSE BUDGET USED
	CASH AND INVESTED FUNDS BALANCE	FUND BALANCE	ACTUAL REVENUE YTD - CASH BASIS	ACTUAL EXPENSE YTD - CASH BASIS				
General	512,074	518,562	2,464,143	2,509,161	473,544	473,761	3,258,203	77.01%
Major Streets	200,745	243,284	348,543	281,880	309,947	320,963	967,238	29.14%
Local Streets	334,175	321,899	226,317	268,824	279,391	306,820	544,615	49.36%
Solid Waste	37,501	31,091	200,492	200,196	31,387	31,824	226,638	88.33%
Brownfield BRA	92,521	74,253	290,501	209,010	155,744	156,587	189,884	110.07%
Tax Increment TIFA	125,410	123,227	88,691	58,449	153,469	153,688	69,005	84.70%
Downtown DDA	90,322	87,380	79,763	62,698	104,445	106,085	74,395	84.28%
Stimulus Fund ARPA	397,887	967	10,553	-	11,520	408,441	398,591	0.00%
Revolving Loan	11,563	62,083	18,563	-	80,646	30,126	10,000	0.00%
Capital Improvement	49,405	49,405	96,237	78,150	67,492	68,612	110,869	70.49%
Fire Reserve	100,962	100,962	96,582	119,515	78,029	78,030	120,765	98.96%
Airport	40,059	47,892	74,587	69,273	53,206	44,454	80,749	85.79%
Sewer	1,082,130	1,075,055	1,445,856	1,741,749	779,162	782,879	1,608,797	108.26%
Water	326,364	264,009	777,952	828,000	213,962	235,898	1,366,641	60.59%
Motor Pool / Equipment	47,571	37,311	268,910	292,153	14,068	1,774	297,887	98.07%
OPEB**	76,460	76,460	46,757	44,802	78,415	91,938	54,492	82.22%
	3,525,149	3,113,840	6,534,446	6,763,858	2,884,428	3,291,879	9,378,769	72.12%

Vacant, City Manager	Brian Kelley, City Treasurer
I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate.	I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate.
Insert Signature:	Insert Signature: <div style="text-align: right;">  Digitally signed by Brian Kelley Date: 2023.06.01 20:29:20 -04'00' </div>

06/08/2023

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL
INVOICE ENTRY DATES 05/19/2023 - 06/08/2023
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Vendor Code	Vendor Name	Description	Amount
000002	AT&T		
	2696851957051	AIRPORT PHONE SERVICE 4/14 - 5/13/2023	60.09
	2696856824051	DPS LANDLINE PHONE SERVICE 4/14 - 8/13/2023	60.09
TOTAL FOR: AT&T			120.18
000004	PLAINWELL AUTO SUPPLY INC		
	688404	DPW - HEX BOLT FOR SHOP AB	9.99
	688671	DPW - OIL DRY FOR SHOP AS	13.29
	688783	DPW - PLUG TAP JF	7.59
TOTAL FOR: PLAINWELL AUTO SUPPLY INC			30.87
000009	CONSUMERS ENERGY		
	2023.6	CITY WIDE ELECTRIC SERVICE MAY 2023	15,430.56
TOTAL FOR: CONSUMERS ENERGY			15,430.56
000010	RIDDERMAN & SONS OIL CO INC		
	40499	AIRPORT FUEL MAY 2023	104.73
TOTAL FOR: RIDDERMAN & SONS OIL CO INC			104.73
000011	SHOPPERS GUIDE INC		
	01226770/8480	CITY HYDRANT FLUSHING	67.68
TOTAL FOR: SHOPPERS GUIDE INC			67.68
000027	MICH ASSOC OF CHIEFS OF POLICE		
	05/01/2023	Active voting Chief/Director	115.00
TOTAL FOR: MICH ASSOC OF CHIEFS OF POLICE			115.00
000034	VERIZON		
	9935123296	DPW/WR VERIZON ONE TALK 4/18 - 5/17/2023	170.60
	9935637045	CITY WIDE CELL PHONES 4/24 - 5/23/2023	956.95
	9935637046	EOC/DPS PHONE SERVICE 4/24 - 5/23/2023	150.54
TOTAL FOR: VERIZON			1,278.09
000059	GOIN POSTAL LLC		
	05/22/2023	Postage for lab filters	12.28
TOTAL FOR: GOIN POSTAL LLC			12.28
000087	BILL G BOMAR		
	2023.6	RETIREE HEALTH PREMIUM JUNE 2023 BOMAR	500.00

TOTAL FOR: BILL G BOMAR			500.00
000117	ESRI, INC.		
	05/01/2023	GIS online renewal/online credits	990.00
	05/18/2023	2023 Annual Conference	375.00
TOTAL FOR: ESRI, INC.			1,365.00
000131	KEVIN CHRISTENSEN		
	2023.6	RETIREE PREMIUMS JUNE 2023 CHRISTENSEN	193.10
TOTAL FOR: KEVIN CHRISTENSEN			193.10
000140	HACH CO		
	13581784	DPW - WATER TESTING SUPPLIES	962.56
TOTAL FOR: HACH CO			962.56
000153	FLEIS & VANDENBRINK INC		
	65919	PROFESSIONAL SERVICES APRIL 2023 DWAM GRANT	1,278.75
	65925	PROFESSIONAL SERVICES APRIL 2023 MICHIGAN AVENUE	3,286.70
	65978	PROFESSIONAL SERVICES MAY 2023 CONSTRUCTION ADM	1,980.00
	857571	PROFESSIONAL SERVICES APRIL 2023 FINAL ENGINEERING	49,639.00
TOTAL FOR: FLEIS & VANDENBRINK INC			56,184.45
000332	ALLEGAN COUNTY REGISTER OF DEEDS		
	2023.5.1	TRANSFER TAX/FILING FEE HICK PARCEL	60.10
	2023.5.2	TRANSFER TAX/FILING FEE PARCEL 55-029-072-10 401 S	107.40
TOTAL FOR: ALLEGAN COUNTY REGISTER OF DEEDS			167.50
000348	KALAMAZOO LANDSCAPE SUPPLIES		
	IN0247304	DPW - FLOWER BED MULCH (3)	90.00
	IN0247941	DPW - FLOWER BED MULCH (3)	90.00
TOTAL FOR: KALAMAZOO LANDSCAPE SUPPLIES			180.00
000911	MICHIGAN ASSOCIATION OF PLANNING		
	69632	PLANNING - MEMBERSHIP RENEWAL 6/30/2024	65.00
TOTAL FOR: MICHIGAN ASSOCIATION OF PLANNING			65.00
000947	WYOMING ASPHALT PAVING INC.		
	2023-149	DPW - POT HOLE REPAIR	83.49
TOTAL FOR: WYOMING ASPHALT PAVING INC.			83.49
001081	MIKE BRUCE		
	2023.6	DPS - MEAL REIMBURSEMENT	10.27
	2023.6.1	DPS - MEAL & GAS REIMBURSEMENT TRAINING	35.75
TOTAL FOR: MIKE BRUCE			46.02
001183	JAMES PELL		
	2023.6	DPS - MEAL REIMBURSEMENT TRAINING	9.75

	2023.6.1	DPS - REIMBURSE SHOE ALLOWANCE	190.73
TOTAL FOR: JAMES PELL			200.48
001215	FLIER'S		
	136902	WR - WATER SOFTENER SALT BP	165.00
	136904	WR - LAB DI WATER BP	641.00
TOTAL FOR: FLIER'S			806.00
001231	ALLEGAN COUNTY CLERKS ASSOC		
	2023.5.19	ADMIN - 2023 CLERKS ASSOCIATION DUES KELLEY/LEON,	30.00
TOTAL FOR: ALLEGAN COUNTY CLERKS ASSOC			30.00
001536	WASHWELL-STADIUM DRIVE GROUP-SOAP		
	3396	DPS - DRY CLEANING MAY 2023	20.00
TOTAL FOR: WASHWELL-STADIUM DRIVE GROUP-SOAP			20.00
001669	DR HOOKS SIGNS INC		
	141836	DPW - FLOWERS SIGNS T HOMES/B BROOKS	50.00
	141858	ADMIN - LAKAMPER & LEONARD NAME PLATES	48.00
TOTAL FOR: DR HOOKS SIGNS INC			98.00
001748	REPUBLIC SERVICES		
	0249-007889778	DPW - TWO CONTAINERS 6/1 - 6/30/2023	256.67
	0249-007890123	WR - TWO CONTAINERS 6/1 - 6/30/2023	243.36
TOTAL FOR: REPUBLIC SERVICES			500.03
001829	PERCEPTIVE CONTROLS INC		
	16081	DPW - ON SITE SUPPORT SERVICE CALL	420.00
TOTAL FOR: PERCEPTIVE CONTROLS INC			420.00
002018	CDW-G		
	JS80901	CLERK COMPUTER & DOCKING STATION BK	1,119.13
TOTAL FOR: CDW-G			1,119.13
002106	ERIK WILSON		
	MAY 2023	MAY 2023 CONSULTING	1,760.00
TOTAL FOR: ERIK WILSON			1,760.00
002116	CHARTER COMMUNICATIONS		
	0002648051923	DPS PHONE/INTERNET/TV 5/19 - 6/18/2023	298.72
	0011894050723	AIRPORT INTERNET 5/7 - 6/6/2023	84.00
	0013877050523	CITY HALL INTERNET/PHONE/TV 5/5 - 6/4/2023	387.07
TOTAL FOR: CHARTER COMMUNICATIONS			769.79
002219	CLARK TECHNICAL SERVICES		
	189	CITY WIDE IT SERVICES MAY 2023	1,880.00
TOTAL FOR: CLARK TECHNICAL SERVICES			1,880.00

002246	ELHORN ENGINEERING CO.		
	297392	DPW - CHEMICALS FOR WELLS 4 & 7	765.00
TOTAL FOR: ELHORN ENGINEERING CO.			765.00
<hr/>			
002402	STEENSMA LAWN & POWER EQUIPMENT		
	1028205	DPW - KIT, ANTI SCALP ROLLER #73 DR	48.29
	1029582	DPW - CHAINS/PLUGS/AIR FILTERS CHAINSAWS	226.19
	1029790	DPW - CHAINSAW FILES	22.17
TOTAL FOR: STEENSMA LAWN & POWER EQUIPMENT			296.65
<hr/>			
002496	WAANDERS CONCRETE CO		
	75686	DPW - 7YDS CONCRETE NORTH MAIN SIDEWALK	1,092.00
TOTAL FOR: WAANDERS CONCRETE CO			1,092.00
<hr/>			
002527	COPS HEALTH TRUST		
	2023.6	JUNE 2023 DENTAL/VISION INSURANCE PREMIUMS	1,571.80
TOTAL FOR: COPS HEALTH TRUST			1,571.80
<hr/>			
002570	BUILDING RESTORATION INC		
	17585	FIRE SIREN REPAIR	500.00
TOTAL FOR: BUILDING RESTORATION INC			500.00
<hr/>			
002650	FUEL MANAGEMENT SYSTEM		
	195508	DPS - FUEL FOR POLICE/FIRE VEHICLES 5/31/2023	1,009.41
TOTAL FOR: FUEL MANAGEMENT SYSTEM			1,009.41
<hr/>			
002674	NELSON BREECH NAVE		
	2023.5.22	MILL LEAD PAINT ABATEMENT	712.50
TOTAL FOR: NELSON BREECH NAVE			712.50
<hr/>			
002703	CONTINENTAL LINEN SERVICES INC		
	3591324	DPW RUGS	43.02
	3591325	WR RUGS	19.68
	3597199	DPS RUGS	28.45
	3603053	CITY HALL RUGS	30.88
	3603054	DPW RUGS	43.02
	3603055	WR RUGS	19.68
	3609004	DPS RUGS	28.45
	3614919	CITY HALL RUGS	30.88
	3614920	DPW RUGS	43.02
	3614921	WR RUGS	19.68
TOTAL FOR: CONTINENTAL LINEN SERVICES INC			306.76
<hr/>			
002756	ANGELS PEST CONTROL CO		
	2023.5.25	DPS - PEST CONTROL	400.00
TOTAL FOR: ANGELS PEST CONTROL CO			400.00
<hr/>			

002776	GUN PLAIN TOWNSHIP		
	2023.5.1	2022 TAXES PER 425 AGREEMENT 2021 ADDITIONAL PYM	75.00
TOTAL FOR: GUN PLAIN TOWNSHIP			75.00

002787	ESPER ELECTRIC		
	30418	WR - CUSHMAN ST LIFT STATION POWER RELOCATION B	4,790.00
TOTAL FOR: ESPER ELECTRIC			4,790.00

002869	PLUMMERS ENVIRONMENTAL SERVICES INC		
	23166110	WR - COMPLETE PRIMARY CLARIFIER CLEANING BP	3,900.00
TOTAL FOR: PLUMMERS ENVIRONMENTAL SERVICES INC			3,900.00

003040	HART'S JEWELRY		
	2023.5.31	DDA- GOLDEN TICKET REIMBURSEMENT DS	190.00
TOTAL FOR: HART'S JEWELRY			190.00

004168	SBF ENTERPRISES		
	0137906	ADMIN - SUPPLIES/PRINTING UB MAY 2023	258.08
	20230530	POSTAGE FOR JUNE 1 2023 UTILITY BILLS	579.48
TOTAL FOR: SBF ENTERPRISES			837.56

004206	MADISON NATIONAL LIFE INSURANCE CO		
	1561642	JUNE 2023 LIFE INSURANCE PREMIUM	84.19
TOTAL FOR: MADISON NATIONAL LIFE INSURANCE CO			84.19

004221	R.W. LAPINE INC		
	50081830	WR - (2) 6" VALVE INSTALLATION IN FINAL PUMP ROOM	2,212.00
TOTAL FOR: R.W. LAPINE INC			2,212.00

004241	GHD SERVICES INC		
	340-0071188	UTILITIES/Common Area Maint. MARCH 2023	2,269.52
TOTAL FOR: GHD SERVICES INC			2,269.52

004765	WOODHAMS EQUIPMENT INC		
	2023.5.23	DPW - BROOM REPAIR PARTS	452.85
TOTAL FOR: WOODHAMS EQUIPMENT INC			452.85

004785	PRIORITY HEALTH		
	231360001664	JUNE 2023 HEALTH INSURANCE PREMIUMS	20,398.29
TOTAL FOR: PRIORITY HEALTH			20,398.29

004794	UNITED HEALTHCARE INSURANCE COMPANY		
	2023.06TOWN	RETIREE HEALTH INSURANCE JUNE 2023 - TOWN	260.62
	2023.06WHIT	RETIREE HEALTH INSURANCE JUNE 2023 - WHITNEY	268.75
TOTAL FOR: UNITED HEALTHCARE INSURANCE COMPANY			529.37

004837	MUNIWEB		
	55084	WEBSITE HOSTING MAY 2023	250.00
TOTAL FOR: MUNIWEB			250.00

004855	PLAINWELL ACE HARDWARE		
	13375	DPW - GRASS MIX FOR STUMP REPAIR DR	109.99
	13385	DPW - PRIMER/PVC PARTS IRRIGATION HICKS PARK WK	22.35
	13402	WR - GARAGE DOOR BATTERY BP	7.99
	13422	DPW - IRRIGATION SPRINKLER WK	14.99
	13425	DPW - MISC FASTENERS JF	3.58
	13430	DPW - ADAPTERS/WASHERS/CLAMPS IRRIGATION WK	16.34
	13463	DPW - SPRAY PAINT KENYON PARK TRASH CANS RL	31.96
	13484	DPW - 5GAL DIESEL CAN AB	57.98
	13488	WR - PAINT ROLLERS BH	21.58
	13494	DPW - SPRINKLER FLOWERS DR	35.99
	13504	DPW - MISS DIG PAINT WK	19.98
	13509	DPW - ADAPTERS/COUPLING/INSERT/ELBOW IRRIGATIO	39.67
	13512	DPW - ELBOW/COUPLE INSERT IRRIGATION WK	4.38
	13523	ADMIN - PAINT MARKER FOR DOOR FOBS RB	4.99
TOTAL FOR: PLAINWELL ACE HARDWARE			391.77

004886	REPUBLIC SERVICES		
	0249-007893470	CITY WIDE RECYCLING SERVICE JUNE 2023	4,348.44
TOTAL FOR: REPUBLIC SERVICES			4,348.44

005012	UNITED BANK		
	2023.05.01	ACH FEE - 1ST OF THE MONTH PAYABLES	7.00
	2023.05.24	ACH FEES (2) - PAYROLL DIRECT DEPOSIT / UNION DUES	14.00
	2023.05.30	ACH FEE - UB POSTAGE	7.00
	2023.06.07	ACH FEE - PAYROLL DIRECT DEPOSIT	7.00
	2023.06.08	ACH FEE - ACH PAYABLES	7.00
TOTAL FOR: UNITED BANK			42.00

005023	VAIRKKO TECHNOLOGIES, LLC		
	23357	JUNE 2023 EMPLOYEE TRAINING COURSE CONTENT	67.80
	23358	JUNE 2023 EMPLOYEE TRAINING SOFTWARE	97.80
TOTAL FOR: VAIRKKO TECHNOLOGIES, LLC			165.60

005038	BARNES & THORNBURG LLP		
	3101065	ADMIN - LEGAL SERVICES APRIL 2023 GENERAL/EMPLOYI	1,711.00
	3101066	ADMIN - LEGAL SERVICES APRIL 2023 POLICE NEGOTIATI	4,454.50
TOTAL FOR: BARNES & THORNBURG LLP			6,165.50

005040	US INTERNET		
	3873312	SECURANCE EMAIL FILTERING 6/14 - 7/13/2023	70.00
TOTAL FOR: US INTERNET			70.00

005041	EVOQUA WATER TECHNOLOGIES		
	905904836	WR - ODOR CONTROL MAY 2023	300.00
TOTAL FOR: EVOQUA WATER TECHNOLOGIES			300.00

005047	STAPLES, INC.		
	3537819652	ADMIN - CITY HALL TP	40.19
	3537885361	DPS - NOTEPADS/PAPER CLIPS/OFFICE SUPPLIES OL	119.31
	3538589619	ADMIN - COPY PAPER/PO PAPER FOR 24 RB	48.46
TOTAL FOR: STAPLES, INC.			207.96

005064	R & R ASSESSING INC		
	2023.6	JUNE 2023 ASSESSING SERVICES	1,625.00
TOTAL FOR: R & R ASSESSING INC			1,625.00

005073	HAVILAND PRODUCTS COMPANY		
	472336	WR - CHLORINE GAS & SULFUR DIOXIDE BP	1,950.00
TOTAL FOR: HAVILAND PRODUCTS COMPANY			1,950.00

005101	PHENOVA INC		
	194272	WR - STANDARDS FOR LAB QA BP	706.20
TOTAL FOR: PHENOVA INC			706.20

005112	W & W COMMERCIAL CLEANING LLC		
	311	CITY HALL CLEANING MAY 2023	175.00
TOTAL FOR: W & W COMMERCIAL CLEANING LLC			175.00

005125	8X8 INC		
	3880677	CITY WIDE PHONES MAY 2023	721.43
TOTAL FOR: 8X8 INC			721.43

005128	PLAINWELL REDI MIX		
	051623-315	DPW - NORTH MAIN SIDEWALK REPAIR	651.00
	051723-316	DPW - SIDEWALK REPAIR FIRST & MAIN	579.25
TOTAL FOR: PLAINWELL REDI MIX			1,230.25

005145	COUNTY OF KENT		
	34153	DPW - STREET SWEEPING DEBRIS TO LANDFILL RN	10,102.57
TOTAL FOR: COUNTY OF KENT			10,102.57

005146	H&K EXCAVATING, LLC		
	2168	DPW - HAULING STREET SWEEP DEBRIS TO LANDFILL RN	6,429.12
TOTAL FOR: H&K EXCAVATING, LLC			6,429.12

005151	CHULA VISTA GARDEN CLUB		
	20230421	DPW - DONATION 50 WHITE FLOWERING DOGWOOD SE	125.00
TOTAL FOR: CHULA VISTA GARDEN CLUB			125.00

999999	SUGAR CREEK FARMS		
	2023.6.2	DDA - MARKET PARTIAL REIMBURSEMENT DS	90.00
TOTAL FOR: SUGAR CREEK FARMS			90.00

BOND	56B DISTRICT COURT		
	2023.5	DPS - BOND PAYMENT MEGAN MARIE WILEY 23-1083	443.00
TOTAL FOR: 56B DISTRICT COURT			443.00

CC9999	AMAZON		
	05/01/2023	Sign holder/stand	120.49
	05/01/2023	Lunch for CM interviews	91.43
	05/01/2023	Farmers market banners	158.06
	05/01/2023	Training lunch	19.50
	05/01/2023	Driving school gas	23.52
	05/01/2023	Webcam for Denise	63.40
	05/02/2023	Refund farmers market banners	(79.03)
	05/06/2023	Monthly Constant contact support	45.00
	05/11/2023	Received stamp AK	33.90
	05/14/2023	Annual membership MI Farmers Market Assoc	150.00
	05/18/2023	Electric stand up desk Denise	174.49
	05/18/2023	Lodging for MACOP training KC	189.95
	05/19/2023	Ammo for training	131.00
	05/21/2023	Voter ID Card postage	146.20
TOTAL FOR: USPS			1,267.91

COPEFT	CITY OF PLAINWELL		
	2023.06	JUNE 2023 CITY UTILITY BILLS	945.80
TOTAL FOR: CITY OF PLAINWELL			945.80

REFUND UB	SALTZMAN, RANDY		
	06/08/2023	UB refund for account: 03-00029900-00	827.00
TOTAL FOR: SALTZMAN, RANDY			827.00

SOMEFT	STATE OF MICHIGAN		
	2023.05	MAY 2023 AIRPORT FUEL SALES TAX REMITTANCE	288.47
TOTAL FOR: STATE OF MICHIGAN			288.47

TOTAL - ALL VENDORS

165,770.86

INVOICE AUTHORIZATION

Person Compiling Report

Brian Kelley, Finance Director/Treasurer

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

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

Insert Signature:

Insert Signature:

Roxanne Branch
Digitally signed by Roxanne Branch
Date: 2023.06.08 12:18:07 -04'00'

Brian Kelley
Digitally signed by Brian Kelley
Date: 2023.06.09 09:54:39 -04'00'

Bryan Pond, Water Renewal Plant Supt.

Kevin Callahan, Public Safety Director

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

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

Insert Signature:

Insert Signature:

Bryan Pond
Digitally signed by Bryan Pond
Date: 2023.06.08 14:46:54 -04'00'

Bob Nieuwenhuis, Public Works Supt.

Vacant, City Manager

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

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:

Insert Signature:

Reports & Communications:

A. Sale of City Land

On May 22, 2023, Council considered and approved the sale of 10.48 acres of land to expand the Industrial Park. On June 5, 2023, the city received a new offer for that land plus an additional 10 acres with a total selling price of \$525,000. The terms of the new offer are substantially the same as the original offer. The new offer supersedes the original offer. The City will still pay for the survey.

Recommended action: Consider accepting a cash offer of \$525,000.00 from Nobis Agri Service, Inc. to sell 20.48 acres of land located at 830 Miller Road, superseding any previous negotiations and/or agreements.

B. Resolution 2023-16 – Recycling and Semi-Annual Trash Collection Fees

The recycling and bulk-trash contract entered into in 2022 increased rates charged to the City for the services. The City Attorney recommended a change in billing for these services based on the original Ordinance establishing the program. The new billing will be quarterly to each residential unit based on fees charged to the city in the contract. Bulk-trash fees will be billed semi-annually based on fees charged to the city in the contract. The quarterly billing is a change from prior years because the Ordinance states that only delinquent charges can be added to the tax bills.

Recommended action: Consider establishing collection fees for recycling and semi-annual trash services effective July 1, 2023.

C. Water Rates

Bakertilly in East Lansing has performed a water rate study as part of the DWAM Grant. In May, they presented the process of setting the rates to Council. Upon final review, the originally presented rates remain the same. The recommended water rate is \$3.77 per 1,000 gallons, up from the current \$2.77 rate. Ready-To-Serve rates are recommended to increase to the American Water Works Association standards, using a base fee of \$14.73 per month for a ¾" meter.

Recommended action: Consider adopting water rates of \$3.77 per 1,000 gallons of usage, and establishing the American Water Works Association standards for Ready-To-Serve rates.

D. DPW – Pavement Markings

Superintendent Nieuwenhuis recommends using PK Contracting for pavement markings on major streets. PK has done work for the city in the past and is the only local company specializing in street striping, which carry state and local legal requirements.

Recommended action: Consider approving a quote from PK Contracting for \$41,875.40 for marking pavements.

E. City of Plainwell Wellhead Protection Program (WHPP) Plan Renewal

The city's WHPP needs to be renewed and Fleis has offered to assist with applying for a WHPP grant.

Recommended action: Consider a proposal from Fleis & Vandenbrink to assist with the renewal of the existing WHPP Plan at a cost of \$12,000.

F. Setting a Public Hearing – June 26, 2023 7pm

Mark Meszaros (Mosaic Company) has applied for a Commercial Rehabilitation Tax Exemption, which requires a public hearing for an opportunity to appear and be heard with regard to the application.

Recommended action: Consider setting a public hearing for June 26, 2023 at 7pm to consider a Commercial Rehabilitation Tax Exemption.

Reminder of Upcoming Meetings

- June 13, 2023 – Plainwell DDA/BRA/TIFA – 7:30am
- June 15, 2023 – Plainwell Parks & Trees – 5:00pm
- June 21, 2023 – Plainwell Planning Commission – 6:30pm
- **June 26, 2023 – Plainwell City Council – 7:00pm**

Non-Agenda Items / Materials Transmitted

- None