

# 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](http://www.plainwell.org)

"The Island City"

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## AGENDA

Plainwell City Council  
Monday, April 25, 2022 - 7:00PM  
Plainwell City Hall Council Chambers

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes – 04/11/2022 Regular Meeting
6. General Public Comments
7. County Commissioner Report
8. Agenda Amendments
9. Mayor's Report
10. Recommendations and Reports:

**A. Resolution 2022-07 – Arbor Day**

Council will consider adopting a Resolution designating May 20, 2022 as Arbor Day.

**B. William Crispe House – Lease Withdrawal Request**

Council will consider the request from Stanford Lodge to withdraw from the lease.

**C. Plainwell #2 Dam and Raceway Structure Removal and Restoration – Grant Agreement and RFP**

Council will consider approving the Plainwell #2 Dam and Raceway Structure Removal and Restoration Grant Agreement and RFP and authorizing the City Manager to amend the RFP as needed.

**D. DPW – Emerald Ash Borer Treatment**

Council will consider approving a contract with Honeytree Arborist Services to continue treating one third of the City's ash trees for Emerald Ash Borers at a cost of \$3,600.00 annually for 2022 and 2023.

**E. DPW – Water Meter Replacement**

Council will consider approving the purchase of Sensus water meters and reading equipment through Etna Supply at a cost of \$482,130.00.

**F. DPW – Bridge Street Repairs**

Council will consider approving the purchase of asphalt and use of rental equipment from Wyoming Asphalt to complete Bridge Street repairs in an amount not to exceed \$10,000.00.

**G. DPW – Well 4 Upgrades**

Council will consider approving a contract with Fleis & VandenBrink in the amount of \$5,800.00 to design and complete the application process to the State of Michigan for upgrading Well 4 from chlorine gas to liquid chlorine.

**11. Communications:** The March 2022 Water Renewal Report, the DRAFT 4/12/2022 DDA/BRA/TIFA Commission meeting minutes, and the DRAFT 4/14/2022 Parks & Trees Commission meeting minutes.

**12. Accounts Payable - \$307,247.30**

**13. Public Comments**

**14. Staff Comments**

**15. Council Comments**

**16. Adjournment**

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

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## **AMENDED AGENDA**

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The Island City

Plainwell is an equal opportunity provider and employer

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**H. Change Order – Roof Encapsulation**

Council will consider approving a change order from Melching, Inc for additional decking and coverboard related to the encapsulation project on Buildings 2 & 3 in the amount of \$69,325.52.

- 11. **Communications:** The March 2022 Water Renewal Report, the DRAFT 4/12/2022 DDA/BRA/TIFA Commission meeting minutes, and the DRAFT 4/14/2022 Parks & Trees Commission meeting minutes.
- 12. **Accounts Payable - \$307,247.30**
- 13. **Public Comments**
- 14. **Staff Comments**
- 15. **Council Comments**
- 16. **Adjournment**

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**MINUTES**  
**Plainwell City Council**  
**April 11, 2022**

1. Mayor Keeler called the regular meeting to order at 7:00 PM in City Hall Council Chambers.
2. Scott Smail of Lighthouse Baptist Church gave the invocation.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Overhuel, Councilmember Keeney and Councilmember Wisnaski. Absent: None.
5. Approval of Minutes:  
**A motion by Steele, seconded by Overhuel, to accept and place on file the Council Minutes of the 03/28/2022 regular meeting. On a voice vote, all voted in favor. Motion passed.**
6. Public Comment: None.
7. County Commissioner Report: None.
8. Agenda Amendments: None.
9. Mayor's Report: None.
10. Recommendations and Reports:
  - A. City Manager Erik Wilson reported that Dean's Ice Cream had submitted a Special Event Permit Application for the car show hosted weekly from May 1 to October 3, 2022. This request includes closing Sherwood Avenue from Sterling Avenue to Oak Street for each weekly event. In the past, these events have been treated as one event for the purpose of the special event permit application, with a single \$50.00 fee being charged for the entire event series. Closing the street before each event in the series has cost the city \$255.68 in labor and equipment per week. In previous years, DPW employees have been responsible for sign placement due to liability concerns associated with closing the road. Interim Public Safety Director John Varley suggested having an on-duty officer check the sign placement after volunteers from Dean's Ice Cream put the road closure signs out as a cost-saving measure. Interim Director Varley also suggested providing a map with sign placements marked for the volunteers to use when they placed the signs each time.  
**A motion by Overhuel, seconded by Keeney, to approve the Special Event Permit Application for Dean's Ice Cream to close Sherwood Avenue from Sterling Avenue to Oak Street once a week from May 1 to October 3, 2022 and direct the City Manager to reduce associated costs as much as possible. On a voice vote, all voted in favor. Motion passed.**  
**A motion by Steele, seconded by Wisnaski, to approve maintaining the one-time \$50 Special Event Permit Application fee for the Dean's Ice Cream special event request. On a voice vote, all voted in favor. Motion passed.**
  - B. Deputy Clerk Maggie Fenger reported on an updated room rental policy for the Council Chambers. Deputy Clerk Fenger noted changes that were made based on the discussion at the March 28, 2022

meeting. Deputy Clerk Fenger stated that the policy was created to provide guidance for city staff when rental requests are received, but was designed to allow the city staff to have flexibility when approving requests. Additionally, the City Manager was given the ability to waive any fees and approve certain requests that may violate the rules of the policy. Councilmember Steele expressed concern regarding the fees in the policy and requested more time to review the draft.

**A motion by Steele, seconded by Overhuel, to table the Council Chambers rental policy for reconsideration at a future meeting. On a voice vote, all voted in favor. Motion passed.**

11. Communications:

**A. A motion by Steele, seconded by Overhuel, to accept and place on file the March 2022 DPS Report and the April 2022 Investment and Fund Balance Reports. On a voice vote, all in favor. Motion passed.**

12. Accounts Payable:

**A motion by Keeney, seconded by Wisnaski, that the bills be allowed and orders drawn in the amount of \$104,054.35 for payment of same. On a roll call vote, all in favor. Motion passed.**

13. Public Comments: None.

14. Staff Comments:

Clerk/Treasurer Kelley reported that Councilmembers Keeler, Keeney and Wisnaski had been handed nominating petition packets for the upcoming November 8, 2022 election. Three Council member positions are on the ballot, and any member of the public who wishes to run for election may contact the City Clerk's Office for a nominating petition packet. Anyone who wishes to run for office must collect not less than 30 and not more than 60 signatures of registered City of Plainwell voters, and petitions are due back to the City Clerk's Office by 4:00pm on July 26, 2022.

Interim Director John Varley reported that there would be Search and Rescue training at the William Crispe House this week both Wednesday and Thursday for the entire Department of Public Safety as well as community partners. He also noted that he had applied for and been awarded a grant for body cameras that would require a 1-to-1 match from the city.

Community Development Manager Denise Siegel reported that a second new business, The Sugar Palace, had opened recently. A ribbon cutting was held and their opening day turnout was excellent. She also noted two businesses, Mayor's Joint and Around the Board Game Café, were planning to open within the next couple months. She also announced the Open House for the Master Plan and Community Recreation Plan would be held on April 14<sup>th</sup> at 6pm in the Council Chambers. All community members are welcome to attend and provide input on the plans.

Superintendent Bryan Pond reported that the #1 blower had failed a second time, and was being repaired by the factory under the warranty.

Deputy Clerk Fenger reported working with Clerk Kelley on election prep.

Manager Wilson announced a walk through at the Mill on Thursday at 10:30am with the engineer, Melching, Inc and other subcontractors and invited all Councilmembers to attend. He also noted work on a solution to replace the air tanks at DPS, and noted that the background check for the DPS Director candidate was progressing. He expects to announce the new candidate at the next council meeting.

15. Council Comments:

Councilmember Overhuel commented on the vandalism of the Sherwood Park restrooms. Treasurer Kelley reported working on a plan to install cameras in the area. The bathrooms are currently closed until further notice. Interim Director Varley noted that the restrooms do have an automatic lock that locks at 10pm each day.

Councilmember Steele commented on an issue with several kids out riding gas-powered mini-bikes without helmets in the street. She also thanked Community Development Manager Siegel for the Sugar Palace ribbon cutting ceremony, and noted that the Easter Egg Hunt was a great event.

16. Adjournment:

**A motion by Steele, seconded by Wisnaski, to adjourn the meeting at 8:15 PM. On voice vote, all voted in favor. Motion passed.**

Minutes respectfully  
Submitted by,  
Maggie Fenger  
Deputy City Clerk

MINUTES APPROVED BY CITY COUNCIL  
April 25, 2022

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Maggie Fenger, Deputy City Clerk

**Resolution 2022-07  
City of Plainwell**

**A RESOLUTION DECLARING ARBOR DAY IN THE  
CITY OF PLAINWELL FOR 2022**

**WHEREAS**, the City of Plainwell has been recognized as a **TREE CITY USA** by the National Arbor Day Foundation for thirty-eight years and desires to continue its successful tree-planting ways; and

**WHEREAS**, the City of Plainwell is proud of the fact that the City is supportive of enhancing and maintaining our tree stock through comprehensive planning and budgeting for same; and

**WHEREAS**, the overall appearance of the City is now bringing joy and beauty to everyone who lives or visits here;

**NOW, THEREFORE**, the City Council of the City of Plainwell declares **May 20, 2022** as **Arbor Day** in the City of Plainwell and urges all the citizens of Plainwell to plant trees to improve their own properties as we plant trees throughout the City in honor of this day.

**YES:**

**NO:**

**ABSENT:**

**DATED: April 25, 2022**

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**Brad Keeler, Mayor**



**Stanford Adult Care lodge**

409 Naomi St,

Plainwell, MI

4/11/2022

To,

**The Council Members**

City of Plainwell

211 N Main St,

Plainwell MI 49080

**Sub: Request of withdrawal from lease for 203 W Bridge St and 210 Chart St. by Stanford  
Adult Care Lodge**

Dear City Council Members,

We are reaching out with a proposal to withdraw our lease for William Crispe building located at 203 W Bridge St and 210 Chart St at your earliest convenience. Stanford lodge had signed the lease (with alignment of the City Council) with the City of Plainwell to leverage the building for the use of senior living in the Plainwell community. This lease was signed with the city earlier this year in Jan'22.

Upon signing the lease, Stanford took up the complete responsibility of managing the building and getting the required licensures to operate the property as a Senior living facility. However, when we started the process of making upgrades and getting the licenses for the building, we faced the following challenges:

**Confidential – Cannot be Shared**

1. The building required a generator that currently has a long lead time (~ 7-9 months). The generator will have to power the fire system and elevator. The team had estimated use of generator; however, the lead time was not known at the time of signing the lease
2. The elevator of the building stopped working. This was unexpected and not estimated in our scope of work. The total expense for the modernization of the elevator in the building that complies with the State Fire safety laws came around ~ \$120K - \$ 200K. This also added a minimum of 6 months of lead time to start
3. The sprinkler system pump had leakages that caused water accumulation in the basement. The valve for the pump is still not working.
4. The building currently has asbestos liability which is a big constraint for maintaining the basement. We were only able to find the full extent of the liability after we reviewed the report post lease.
5. The licensing of the facility will be pending until all the changes mentioned above are put in place, which continues to be high risk.

Hence based on new information available to us post signing the lease and the regulatory/timing risk (that the team had not envisioned earlier); we are requesting to withdraw from the lease agreement signed in January of 2022. We are requesting this in good faith for the long-term success of the building and the purpose it serves the community. We are committed to maintain it with full responsibility, until council makes decision on our request for withdrawal. We want to make sure the building has the right custodian that can do justice to its potential. With that in mind, we urge council to consider our proposal to withdraw from the lease.

Feel free to reach out if you have any questions or need any additional information. Thanks again Council members for your time and attention in advance.

Best regards,

Management Team

Stanford Adult Care lodge

Plainwell, MI.

	<b>NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT</b>	<b>1. NFWF PROPOSAL ID:</b> 74129	<b>2. NFWF GRANT ID:</b> 3002.22.074129
		<b>3. UNIQUE ENTITY IDENTIFIER (UEI)</b> SQJXDM9NAX45	<b>4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS)</b> N/A
<b>5. SUBRECIPIENT TYPE</b> State or Local Government		<b>6. NFWF SUBRECIPIENT</b> City of Plainwell	
<b>7. NFWF SUBRECIPIENT CONTACT</b> Erik Wilson City of Plainwell 211 N Main St Plainwell, MI 49080 Tel: 269-685-6821 ewilson@plainwell.org		<b>8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION</b> Elena Rodriguez National Fish and Wildlife Foundation 1133 15 <sup>th</sup> Street, N.W. Suite 1000 Washington, D.C. 20005 Tel:202-857-0166 Fax: 202-857-0162 Elena.Rodriguez@nfwf.org	
<b>9. PROJECT TITLE</b> Plainwell Diversion Dam & Mill Race Dam Removal and Channel Restoration (MI)			
<b>10. PROJECT DESCRIPTION</b> This project would replace the Plainwell #2 Dam (Diversion Dam that creates the Plainwell Raceway that makes Plainwell the Island City) with a structure that would hold the upstream pool elevation but allow for fish and recreational passage. The project would replace the failing structure at the outflow of the raceway near Plainwell City Hall with a stable structure that would allow for fish and recreational passage.			
<b>11. PERIOD OF PERFORMANCE</b> January 26, 2022 to March 30, 2023	<b>12. TOTAL AWARD TO SUBRECIPIENT</b> \$500,000.00	<b>13. TOTAL FED. FUNDS</b> \$500,000.00	<b>14. TOTAL NON-FED. FUNDS</b> N/A
<b>15. FEDERAL MATCH REQUIREMENT</b> N/A		<b>16. NON-FEDERAL MATCH REQUIREMENT</b> \$24,381.68	
<b>17. SUBRECIPIENT INDIRECT COST RATE TERMS</b>			
<p>The rate specified in Line 4 reflects that the Subrecipient has elected not to claim an indirect cost rate and that this election shall apply throughout the project's period of performance.</p>			
<b>18. TABLE OF CONTENTS</b>			
<b>SEC.</b>	<b>DESCRIPTION</b>		
1	NFWF Agreement Administration		
2	NFWF Agreement Clauses		
3	Representations, Certifications, Obligations, and Other Statements – General		
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General		
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific		
6	Other Representations, Certifications, Statements and Clauses		

**19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL**

A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOT FED. AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. FS END DATE	H. CFDA
National Oceanic And Atmospheric Administration	FC.R515	5/1/2018	NA18NMF4630004	\$510,000.00	\$500,000.00	4/30/2023	11.463

**20. NOTICE OF AWARD**

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.

<b>A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (Type or Print)</b>	<b>D. NAME AND TITLE OF NFWF AWARDING OFFICIAL</b> Holly A. Bamford, PhD, Chief Conservation Officer
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<b>B. SUBRECIPIENT BY</b>	<b>C. DATE</b>	<b>E. NATIONAL FISH AND WILDLIFE FOUNDATION BY</b>	<b>F. DATE</b>
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*NFWF prohibits discrimination in all its programs and activities on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, personal appearance, citizen status, disability, sexual orientation, gender identity or expression, pregnancy, child birth or related medical conditions, family responsibilities, matriculation, genetic information, political or union affiliation, veteran status or any other status protected by applicable law ("Protected Categories"). In addition, NFWF prohibits retaliation against an individual who opposes an unlawful educational practice or policy or files a charge, testifies or participates in any complaint under Title VI. NFWF complies with all applicable federal, state and local laws in its commitment to being an equal opportunity provider and employer; accordingly, it is NFWF's policy to administer all employment actions, including but not limited to, recruiting, hiring, training, promoting, and payment of wages, without regard to any Protected Category(ies).*

See Reporting Schedule on the following page.



**21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE**

Task Due Date	Reporting Task
October 31, 2022	Interim Programmatic Report
April 30, 2023	Final Financial Report
April 30, 2023	Final Programmatic Report



## **SECTION 1 NFWF AGREEMENT ADMINISTRATION**

### **1.1. Amendments.**

During the life of the Project, the NFWF Subrecipient is required to immediately inform in writing the NFWF Grants Administrator of any changes in contact information, Key Personnel, scope of work, indirect cost rate, as well as any difficulties in completing the performance goals articulated in the Project description. NFWF Subrecipients must request an amendment from NFWF upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. NFWF reserves the right to approve, deny and/or negotiate any such request. Alternatively, NFWF may initiate an amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's grants management system.

#### **1.1.1. Budget Amendment Request.**

If the NFWF Subrecipient determines that: 1) the amount of the budget is going to change in any one direct cost category by an amount that exceeds 10% of the Award, or 2) there is a need to increase indirect costs, the NFWF Subrecipient must seek prior written approval via an amendment request in NFWF's grants management system.

#### **1.1.2. Extension of Performance Period.**

If additional time is needed to complete the approved Project, the NFWF Subrecipient should contact the NFWF Grants Administrator at least 45 calendar days prior to the project period expiration date to initiate the no-cost extension request process in NFWF's grants management system. In addition, if there are overdue reports required, the NFWF Subrecipient must ensure that they are submitted along with or prior to submitting the no-cost extension request.

### **1.2. Matching Contributions.**

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another federal award except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs when authorized by federal statute; (6) Are provided for in the approved budget when required by the federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 3.3 of this Agreement concerning Compliance with Laws.

### **1.2.1. Documentation and Reporting of Matching Contributions.**

The NFWF Subrecipient must retain supporting documentation, including detailed time records for contributed services, original receipts, appraisals of real property, and comparable rentals for other contributed property, at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable federal regulations. The NFWF Subrecipient must report match progress in Payment Requests and Financial Reports.

### **1.2.2. Assessing Fair Market Value.**

Fair market value of donated goods, services and property, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter “OMB Uniform Guidance”), regardless of whether this Agreement is federally funded.

## **1.3. Payment of Funds.**

To be eligible to receive funds, NFWF Subrecipient must submit to NFWF (1) an original executed copy of this Agreement for the Project; (2) any due financial and programmatic reports; and (3) a complete and accurate Payment Request via NFWF’s grants management system. At any time, NFWF reserves the right to require submission of source documentation, including but not limited to timesheets, cash receipts, contracts or subaward agreements, for any costs where the NFWF Subrecipient is seeking reimbursement by NFWF. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of final reports.

### **1.3.1. Reimbursements.**

NFWF Subrecipient may request funds on a reimbursable basis. Reimbursement requests must include expenditures to date and an explanation of any variance from the approved budget.

### **1.3.2. Advances.**

NFWF Subrecipient may request advance payment of funds prior to expenditure provided that the NFWF Subrecipient: (1) demonstrates an immediate need for advance payment; (2) documents expenditure of advanced funds; (3) maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement; and (4) has established appropriate financial management systems that meet the needs and standards for fund control and accountability. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient’s needs.

### **1.3.3. Interest.**

Any interest earned in any one year on funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the NFWF Subrecipient for administrative expense.

## **1.4. Reports.**

### **1.4.1. Interim Programmatic Reports.**

The NFWF Subrecipient will submit interim programmatic reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim programmatic report shall consist of written statements of Project accomplishments and updated metric values since Project initiation, or since the last reporting period, and shall be submitted via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

### **1.4.2. Interim Financial Reports.**

The NFWF Subrecipient will submit interim financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim financial report shall consist of financial information detailing cumulative expenditures made under this Project since Project initiation and shall be uploaded via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

### **1.4.3. Annual Financial Report.**

The NFWF Subrecipient will submit annual financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

### **1.4.4. Final Reports.**

Based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project funds received, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and documenting the accomplishments and metric values achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) photographs as described in Section 1.4.4.1 below. The final reports and digital photo files should be uploaded via NFWF's grants management system. Any requests for extensions of final report submission dates must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance. NFWF may require specific formatting and/or additional information as appropriate.

#### **1.4.4.1. Photographs.**

NFWF requests, as appropriate for the Project, a representative number of high-resolution (minimum 300 dpi) photographs depicting the Project (before-and-after images, images of species impacted, and/or images of staff/volunteers working on the Project). Photographs should be uploaded with the Final Programmatic Report via NFWF's grants management system as individual .jpg files. The Final Programmatic Report narrative should list each photograph, the date the photograph was taken, the location of the photographed image, caption, photo

credit, and any other pertinent information (e.g., species, activity conducted) describing what the photograph is depicting. By uploading photographs to NFWF's grants management system the NFWF Subrecipient certifies that the photographs are unencumbered and that NFWF and Project Funders have a fully paid up non-exclusive, royalty-free, irrevocable, perpetual, worldwide license for posting of Final Reports and for any other purposes that NFWF or the Project Funder determines appropriate.

#### **1.4.5. Significant Developments.**

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

**1.4.5.1.** Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective, including but not limited to the objective itself, its schedule and/or the budget. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and/or,

**1.4.5.2.** Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or produce more or different beneficial results than originally planned.

#### **1.5. Reports and Payment Requests.**

All reports, financial, programmatic, or otherwise, or payment requests under a federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and to provide required certifications as set forth in 2 CFR 200.415, as applicable.

#### **1.6. Record Retention and Access.**

##### **1.6.1. Retention Requirements for Records.**

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the latest end date of the funding source(s) referenced above in line 19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL or the close-out of all pending matters or audits related to this Agreement, whichever is later. As funding source end dates may be extended over time, the NFWF Subrecipient will be notified of the most up-to-date record retention requirements upon closure of this Award. If any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place or if funding source end date(s) is extended so as to extend the retention period. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition of such real property. For awards solely funded with funding sources with "N/A" listed as the end date, NFWF Subrecipient shall maintain all records connected with this Agreement

for a period of at least three (3) years following the date of final payment or the Period of Performance end date, whichever is later.

**1.6.2. Access to Records.**

NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

## **SECTION 2 NFWF AGREEMENT CLAUSES**

### **2.1. Restrictions on Use of Funds.**

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Agreement. No funds provided by NFWF pursuant to this Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Agreement or otherwise unallowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

### **2.2. Assignment.**

The NFWF Subrecipient may not assign this Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

### **2.3. Subawards and Contracts.**

When making subawards or contracting, NFWF Subrecipient shall:(1) abide by all applicable granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance (2 C.F.R. Part 200); (2) ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200); and (3) ensure that such subaward or contracting complies with the requirements in Section 3.3 of this Agreement concerning Compliance with Laws. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state, and local requirements to lower-tiered subawardees and contractors.

### **2.4. Unexpended Funds.**

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

### **2.5. Publicity, Acknowledgment of Support, and Disclaimers.**

#### **2.5.1. Publicity.**

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Agreement and the Project in press releases, publications, and other public communications.

#### **2.5.2. Acknowledgment of Support.**

The NFWF Subrecipient agrees to: (1) give appropriate credit to NFWF and any Funding Sources identified in this Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Agreement or any of the project deliverables associated with this Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (2) include the disclaimer provided at Section 2.5.4.

### **2.5.3. Logo Use.**

The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo or marks of any Funding Source.

### **2.5.4. Disclaimers.**

Payments made to the NFWF Subrecipient under this Agreement do not by direct reference or by implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Agreement shall carry the following disclaimer, which NFWF may revise at any time at its sole discretion:

**For Projects funded in whole or part with federal funds:** "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

**For Projects not funded with federal funds:** "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

## **2.6. Posting of Final Reports.**

The NFWF Subrecipient hereby acknowledges and consents for NFWF and any Funding Source identified in this Agreement to post its final programmatic reports and deliverables on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

## **2.7. Website Links.**

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all NFWF websites to any websites created by the NFWF Subrecipient in connection with the Project.

## **2.8. Evaluation.**

Throughout a program or business plan, NFWF engages in monitoring and evaluation to assess progress toward conservation goals and inform future decision-making. These efforts use both data collected by grantees as part of their NFWF grant as well as post-award project data collected by third-party entities commissioned to conduct a program evaluation. The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information



to assist in evaluating the accomplishments of the Project period of five (5) years after the project end date.

## **2.9. Intellectual Property.**

Reports, materials, books, databases, monitoring data, maps and spatial data, audio/video, and other forms of intellectual property created using this grant may be copyrighted or otherwise legally protected by the NFWF Subrecipient or by the author. The NFWF Subrecipient agrees to provide to NFWF and any Funding Source identified in this Agreement a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use, publish, copy and alter the NFWF Subrecipient's intellectual property created using this award for non-commercial purposes in any media – whether now known or later devised – including posting such intellectual property on NFWF's or Funding Source websites and featuring in publications.

## **2.10. System for Award Management (SAM) Registration.**

The NFWF Subrecipient must maintain an active SAM registration at [www.SAM.gov](http://www.SAM.gov) until the final financial report is submitted or final payment is received, whichever is later. If the NFWF Subrecipient's SAM registration expires during the required period, NFWF will suspend payment to the NFWF Subrecipient until the SAM registration is updated.

## **2.11. Arbitration.**

All claims, disputes, and other matters in question arising out of, or relating to this Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time, not to exceed three years, after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Agreement.

## **2.12. Indemnity.**

The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Agreement.

## **2.13. Insurance.**

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this Agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Agreement.

## **2.14. Choice of Law/Jurisdiction.**

This Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Agreement, the NFWF Subrecipient agrees

to submit to the exclusive jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Agreement.

## **2.15. Stop Work.**

NFWF may, at any time, by written order to the NFWF Subrecipient, require the NFWF Subrecipient to stop all, or any part, of the work called for by this Agreement for a period of 90 days after the order is delivered to the NFWF Subrecipient. The order shall be specifically identified as a stop-work order issued under this section. Upon receipt of the order, the NFWF Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to this Agreement covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop-work order is delivered to the NFWF Subrecipient, or within any extension of that period to which the parties shall have agreed, NFWF shall either cancel the stop-work order or terminate the Agreement under section 2.16.

## **2.16. Termination.**

**2.16.1.** Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Agreement, or any portion thereunder, upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

**2.16.1.1.** the NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

**2.16.1.2.** the NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

**2.16.1.3.** suspension or debarment by the Government of the NFWF Subrecipient; or,

**2.16.1.4.** any breach of the requirements set forth in Section 3.3 of this Agreement concerning Compliance with Laws; or,

**2.16.1.5.** NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes, in its sole discretion, cannot be mitigated; or,

**2.16.1.6.** after written notice and a reasonable opportunity, the NFWF Subrecipient is unable to cure a perceived non-compliance with any material term (other than those enumerated at 2.16.1.1 – 2.16.1.5) of this Agreement. The cure period shall be considered the timeframe specified by the Funding Source(s), if any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Funding Source(s), ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole

discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Agreement; or,

**2.16.1.7.** if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

**2.16.2.** Either Party may terminate this Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party.

**2.16.3.** In the event of termination of this Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

**2.16.3.1.** Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

**2.16.3.2.** Place no further work orders or enter into any further subawards or contracts for materials, services, or facilities, except as necessary to complete work as specified in NFWF's notice.

**2.16.3.3.** Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

**2.16.3.4.** With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts. NFWF will reimburse the NFWF Subrecipient for non-cancelable allowable costs incurred by the NFWF Subrecipient prior to termination that cannot be mitigated. However, the foregoing is subject to the complete reimbursement of such costs by the Funding Source; accordingly, any amounts ultimately not paid, or which are recouped by the Funding Source, are subject to recoupment by NFWF.

**2.16.3.5.** Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Agreement, whether completed or in progress.

**2.16.3.6.** Return to NFWF any unobligated portion of the Award.

## **2.17. Entire Agreement.**

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous

communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

## **2.18. Severability.**

Each provision of this Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

## **2.19. Interpretation and Construction.**

**2.19.1.** This Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Agreement and another portion of this Grant Agreement, first the Sections will apply in the following order of precedence: 5, 4, 3, 1, 2 and 6, and then any supplemental attachments.

**2.19.2.** The title designations of the provisions to this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

**2.19.3.** Every right or remedy conferred by this Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

**2.19.4.** The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

**2.19.5.** Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Agreement, the rights and obligations of this Agreement, which by their nature extend beyond its expiration or termination, shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

## **SECTION 3 REPRESENTATIONS, CERTIFICATIONS, OBLIGATIONS AND OTHER STATEMENTS – GENERAL**

### **3.1. Binding Obligation.**

By execution of this Agreement, NFWF Subrecipient represents and certifies that this Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

### **3.2. Additional Support.**

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Agreement.

### **3.3. Compliance with Laws.**

#### **3.3.1. In General.**

By execution of this Agreement and through its continued performance hereunder, the NFWF Subrecipient represents, certifies and agrees that it is and shall continue to conduct all such activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Agreement.

#### **3.3.2. Compliance with Anti-Corruption Laws.**

The NFWF Subrecipient represents, certifies and agrees to ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), or any other applicable anti-corruption laws or regulations (e.g., UK Bribery Act 2010) in the countries in which the NFWF Subrecipient performs under this Agreement.

#### **3.3.3. Compliance with Anti-Terrorism Laws.**

The NFWF Subrecipient represents, certifies and agrees not to provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at [www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac); (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at [http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml); (3) on the consolidated

list maintained by the U.S. Department of Commerce at [http://export.gov/ecr/eg\\_main\\_023148.asp](http://export.gov/ecr/eg_main_023148.asp), or (4) on such other list as NFWF may identify from time to time.

#### **3.3.4. Compliance with Additional Laws and Restrictions.**

The NFWF Subrecipient represents, certifies and agrees to ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

#### **3.4. Subrecipient Debarment and Suspensions.**

By and through NFWF Subrecipient's execution of this Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

#### **3.5. Conflicts of Interest.**

By execution of this Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Agreement, NFWF Subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

## **SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – GENERAL**

**4.1.** If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

The NFWF Subrecipient will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable federal regulations. This includes, but is not limited to, the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Subaward and Executive Compensation Information. The most recent version of the Electronic Code of Federal Regulations can be found at <https://www.ecfr.gov/>.

### **4.2. 2 CFR § 200 Subpart F Audits.**

It is the responsibility of the NFWF Subrecipient to arrange for audits as required by 2 CFR Part 200, Subpart F – Audit Requirements. The NFWF Subrecipient shall notify NFWF in writing about 2 CFR Subpart F audit findings related to projects funded by NFWF pass-through funds. The NFWF Subrecipient understands that NFWF may require the NFWF Subrecipient to take corrective action measures in response to a deficiency identified during an audit.

### **4.3. Real and Personal Property.**

In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and intangible property acquired or improved with federal funds must be held in trust by the NFWF Subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property's estimated useful life during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the NFWF Subrecipient must comply with all use, reporting, and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.329 (Reporting on real property), as applicable.

### **4.4. Mandatory Disclosure.**

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in this Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

### **4.5. Trafficking in Persons.**

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts, including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

- I. Trafficking in persons.
  - a. *Provisions applicable to a recipient that is a private entity.*
    1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
      - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      - ii. Procure a commercial sex act during the period of time that the award is in effect; or
      - iii. Use forced labor in the performance of the award or subawards under the award.
    2. We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
      - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
      - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
        - A. Associated with performance under this award; or
        - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
  - b. *Provision applicable to a recipient other than a private entity.* We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
    1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
    2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
      - i. Associated with performance under this award; or
      - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
  - c. *Provisions applicable to any recipient.*
    1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
    2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
      - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
      - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.



3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
  1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - B. A for-profit organization.
  4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

#### **4.6. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:**

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

#### **4.7. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.**

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

#### **4.8. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.**

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

#### **4.9. 43 CFR §18 New Restrictions on Lobbying.**

By execution of this Agreement, the NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, and certifies to the following statements:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the NFWF Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification, as represented by execution of this Agreement, is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. All liability arising from an erroneous representation shall be borne solely by the entity filing that representation and shall not be shared by any entity to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31 of the U.S. Code.

#### **4.10. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.**

The NFWF Subrecipient must not require their employees, subrecipients, or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subrecipients, or contractors from lawfully reporting such

waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. The NFWF Subrecipient must notify their employees, subrecipients, or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

#### **4.11. Drug-Free Workplace.**

The NFWF Subrecipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 41 USC Chapter 81 Drug-Free Workplace.

#### **4.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (Effective 8/13/2020)**

As required by 2 CFR 200.216, the NFWF Subrecipient is prohibited from obligating or expending funds awarded under this Agreement to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. By and through the NFWF Subrecipient's execution of this Agreement, the NFWF Subrecipient warrants and represents that the NFWF Subrecipient will not obligate or expend funds awarded under this Agreement for "covered telecommunications equipment or services" (as this term is defined and this restriction is imposed under 2 CFR 200.216).

#### **4.13. Domestic Preference for Procurements.**

- a) Under this Agreement and in accordance with 2 C.F.R. § 200.322, the NFWF Subrecipient shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b) For purposes of this agreement, the following definitions apply:
  - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
  - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC**

NFWF Subrecipient acknowledges that when all or part of this Agreement is funded by a federal award that certain representations, certifications, and other statements relating to the use of such funds or performance of the Project may be necessary. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

### **FC.R514**

#### **Section 1.4., Reports, shall be amended to read as follows:**

#### **1.4. Reports.**

##### **1.4.1. Interim Programmatic Reports.**

The NFWF Subrecipient will submit interim programmatic reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. Interim programmatic reports shall be provided to NFWF on the NOAA Restoration Center Progress Report Narrative Format, to be provided by NFWF.

##### **1.4.2. Interim Financial Reports.**

The NFWF Subrecipient will submit interim financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. Interim financial reports shall be provided to NFWF on the NOAA Restoration Center Progress Report Narrative Format, to be provided by NFWF.

##### **1.4.3. Annual Financial Report.**

The Interim Financial Reports submitted by the NFWF Subrecipient shall serve as the Annual Financial Report for the purposes of this provision.

##### **1.4.4. Final Reports.**

Based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project funds received, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and documenting the

accomplishments and metric values achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) photographs as described in Section 1.4.4.1 below. The final reports and digital photo files should be uploaded via NFWF's grants management system. Any requests for extensions of final report submission dates must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance. Final reports shall be provided to NFWF on the NOAA Restoration Center Progress Report Narrative Format, to be provided by NFWF. Final reports submitted to NFWF must be approved, in writing, by NOAA.

#### **1.4.4.1. Photographs.**

NFWF requests, as appropriate for the Project, a representative number of high-resolution (minimum 300 dpi) photographs depicting the Project (before-and-after images, images of species impacted, and/or images of staff/volunteers working on the Project). Photographs should be uploaded with the Final Programmatic Report via NFWF's grants management system as individual .jpg files. The Final Programmatic Report narrative should list each photograph, the date the photograph was taken, the location of the photographed image, caption, photo credit, and any other pertinent information (e.g., species, activity conducted) describing what the photograph is depicting. By uploading photographs to NFWF's grants management system the NFWF Subrecipient certifies that the photographs are unencumbered and that NFWF and Project Funders have a fully paid up non-exclusive, royalty-free, irrevocable, perpetual, worldwide license for posting of Final Reports and for any other purposes that NFWF or the Project Funder determines appropriate.

#### **1.4.5. Significant Developments.**

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

**1.4.5.1.** Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective, including but not limited to the objective itself, its schedule and/or the budget. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and/or,

**1.4.5.2.** Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or produce more or different beneficial results than originally planned.

## **PUBLICITY**

**Section 2.5, Publicity and Acknowledgement of Support, and Disclaimers, shall be amended to read as follows:**

### **2.5. Publicity, Acknowledgment of Support, and Disclaimers.**

#### **2.5.1. Publicity.**

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Agreement and the Project in press releases, publications, and other public communications.

#### **2.5.2. Acknowledgment of Support.**

The NFWF Subrecipient agrees to: (1) give appropriate credit to NFWF, the Damage Assessment Response and Restoration Program, the appropriate Trustee Council, and any other contributing partners for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Agreement or any of the project deliverables associated with this Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (2) include the disclaimer provided at Section 2.5.4.

#### **2.5.3. Logo Use.**

The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo or marks of any Funding Source. The NFWF Subrecipient must display, where appropriate and practical, publicly visible signs giving appropriate credit to NFWF, the Damage Assessment Response and Restoration Program, the appropriate Trustee Council, and any other contributing partners.

#### **2.5.4. Disclaimers.**

Payments made to the NFWF Subrecipient under this Agreement do not by direct reference or by implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Agreement shall carry the following disclaimer, which NFWF may revise at any time at its sole discretion:

**For Projects funded in whole or part with federal funds:** "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

**For Projects not funded with federal funds:** “The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources.”

### **Project Safety.**

The NFWF Subrecipient must have a written safety plan for management of the project, which should specifically address safety of project personnel, associates, visitors, and volunteers. The NFWF Subrecipient must conduct a safety briefing for volunteers immediately prior to their participation in hands-on restoration activities under this award.

In addition, for any Self-Contained Underwater Breathing Apparatus (SCUBA) diving activities in a project, it is the responsibility of the NFWF Subrecipient to ensure that SCUBA divers are certified to a level commensurate with the type and conditions of the diving activity being undertaken. Furthermore, it is the responsibility of the NFWF Subrecipient to ensure that any SCUBA diving activities under this award meet, at a minimum, all applicable Federal, State, and local laws and regulations pertaining to the type of SCUBA diving being undertaken.

### **Compliance with Applicable Laws, Obtaining and Verifying Permits and Consultations.**

The NFWF Subrecipient will ensure that implementation of the project will meet all federal laws and regulations by completing any required federal consultations and obtaining all applicable permits and approvals prior to expenditure of federal funds or award match for those activities requiring permits and consultations. Verification of federal permits and environmental compliance related to the project funded under this Agreement must be available to the NOAA Program Officer or Technical Monitor if requested. The NFWF Subrecipient must be cognizant of all conditions and restrictions required by their permits and consultations, and will immediately halt activities and contact their NOAA Technical Monitor if events occur that threaten to violate the conditions or restrictions required by their permits and consultations.

### **Data Sharing.**

a) Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.

b) Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.

c) Disclaimer: Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."

d) Failure to Share Data: Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.

e) Funding acknowledgement: Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.

f) Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <http://library.noaa.gov/repository> after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.

g) Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

h) Additional information is available at: <https://nosc.noaa.gov/EDMC/PD.DSP.php>.

## **Scientific Integrity.**

a) *Maintaining Integrity.* The recipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.



b) *Peer Review*. The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

c) In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <https://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

d) *Primary Responsibility*. The recipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.

e) By executing this grant, financial assistance award, or cooperative agreement the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

f) The recipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

## **SECTION 6 OTHER REPRESENTATIONS, CERTIFICATIONS, STATEMENTS AND CLAUSES**

NFWF Subrecipient acknowledges that all or part of this Agreement may be funded by a non-federal source that requires certain representations, certifications, and other statements relating to the use of such funds or performance of the Project. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

None.

# REQUEST FOR PROPOSALS



(Image Google Earth)



## CITY OF PLAINWELL

Plainwell #2 Dam Removal Engineering Project

April 15, 2022

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## **Section 1 - General Information**

### **1.1 Introduction**

This project will remove all portions of Plainwell #2 Dam (Diversion Dams that create the Plainwell Raceway making Plainwell the Island City and the outflow structure at Plainwell City Hall) and restore the river to riverine conditions to the extent practicable while maintaining flows through the raceway and allowing for fish and recreational boat passage.

### **1.2 Response Deadline**

Submittals will be accepted no later than **4 p.m. on May 15, 2022**. Proposals must be submitted electronically to Brian Kelley, City Clerk at – [Bkelley@plainwell.org](mailto:Bkelley@plainwell.org)

Submittals emails should be titled as: "RFP – Plainwell #2 Dam and Raceway Structure Removal and Restoration."

### **1.3 Withdrawal of Proposal Submittals**

A proposal submittal may be withdrawn at any time prior to the time set for receipt of submittals, provided that a request for withdrawal prepared by the submitter or a duly authorized representative is filed with the City of Plainwell. The withdrawal of a submittal package shall not prejudice the right to resubmit prior to the time set forth hereinabove.

### **1.4 Rejection of Proposal Submittal**

The City of Plainwell reserves the right to reject any or all submittals received in response to this RFP or to cancel this RFP, or to terminate the selection proceedings at any time if it determines such action is in the best interests of the City of Plainwell.

### **1.5 Optional Pre-Proposal Web Conference and Site Visit**

The City of Plainwell will host a pre-proposal site visit and web conference to discuss questions and concerns regarding this RFP. Attendance of the site visit and web conference will not affect the standing of submitted proposals. Subcontractors may not represent a potential prime contractor. The site visit and web conference are anticipated to take place on **April 22, 2022** – further details will be provided closer to the time of the conference.

## 1.6 Projected Timetable

The following schedule has been established for informational purposes. Efforts will be made to adhere to this plan, but the City of Plainwell reserves the right to adjust the dates as may be required by circumstances. The Selection Committee will consist of the City of Plainwell staff, residents and other state and federal stakeholders.

- RFP available to prospective proposers .....April 15, 2022
- Written Question Submittal Deadline .....May 6, 2022
- Optional Pre-Proposal Site Visit and Web Conference.....April 22, 2022
- RFP addendum (if needed) available to prospective proposers.....May 20, 2022
- Final Date for Proposal Submittals ..... May 27, 2022
- Selection of Contractor..... June 10, 2022
- Contract Executed..... June 24, 2022

## 1.7 Award of Contract

The Contractor submitting the successful proposal shall be required to execute a contract using the City of Plainwell’s professional services contract. Contractor shall be selected and designated to perform services for the Project for a term not to exceed 18 months unless a formal extension of the term of the agreement is authorized by the City of Plainwell and issued in the form of an Agreement Amendment. It is anticipated that the scope of work for the Project will be completed within 18 months or less from the contract execution date. The City of Plainwell does not guarantee that an Agreement will be written from this RFP.

*(END OF SECTION)*

## **Section 2 - Scope of Work**

## 2.1 Location of Project

State: Michigan

County: Allegan

Location Overview:

(lat: 42.430374, long: -85.631639)

The site includes the Plainwell #2 Diversion Dams (structures a and b), the Mill Race Dam, and the mill race itself (see maps and images in Attachment A). Much of the project area is within the City of Plainwell. However, portions of the Plainwell Diversion Dam and adjacent land are owned by the Michigan Department of Natural Resources (DNR). The project area begins on the upstream end with the impoundment formed by the Plainwell Diversion Dam. It includes both the Kalamazoo River main stem and the Mill Race. On the downstream end, the project area includes the Mill Race Dam and the area immediately downstream of the confluence where the mill race rejoins the main stem of the Kalamazoo River. A select list of existing available information and data is included as Attachment B.

## 2.2 Proposed Project Description

On August 30, 1990, the Allied Paper, Inc./Portage Creek/Kalamazoo River Superfund site was officially included on the National Priorities List (NPL) pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 1980 PA 96-510. The site was placed on the NPL because the sediments, soils, water column, groundwater and biota within this site were heavily contaminated with PCBs, a hazardous substance and probable human carcinogen. This contamination is a result of area paper mills discharging the waste from their recycling of carbonless copy paper.

The Superfund site boundary includes a 3-mile stretch of Portage Creek, from Cork Street just above the Bryant Mill Pond, in the City of Kalamazoo, Michigan, to its confluence with the Kalamazoo River, and along a 77-mile stretch of the Kalamazoo River from the Morrow Dam to the furthest downstream point of the contaminant migration, which may be the mouth of the river at Lake Michigan. Included within this site were numerous former dams with associated impoundments: Bryant Mill Pond, Plainwell #2 Dam, Plainwell #1 Dam, Otsego City Dam, Otsego Township Dam, Trowbridge Dam and hundreds of acres of PCB-contaminated wetlands and floodplains located behind these dams.

Remedial action began on the Plainwell #1 Dam and associated impoundment in 2007 and has resulted in the removal of PCB-contaminated sediments between the City of Plainwell and the Plainwell #1 Dam as well as partial removal of the dam itself. Site activities were completed in 2009. Subsequently, the removal of PCB-contaminated sediments began in 2009 upstream from the Plainwell #2 Dam. As of this writing, the field activities are complete and the Plainwell #2 Dam remains in place.

This project will remove the Plainwell #2 Diversion Dam, the Mill Race Dam and associated infrastructure and will implement natural channel restoration work and in-stream grade control riffle structures as needed to facilitate fish and recreational passage. Design for the project is being funded by the Kalamazoo River Natural Resource Trustees through a partnership grant with the National Oceanic and Atmospheric Administration (NOAA) and the National Fish and Wildlife Foundation (NFWF). These funds are intended to provide benefits to natural resources injured by the release of hazardous substances into the Kalamazoo River environment and to provide natural resource services similar to what would have been provided had those releases not occurred. Benefits of the project will include improved passage for fish and other aquatic wildlife, the addition of natural in-stream habitat for improved habitat for benthic invertebrates, and improved recreational paddling opportunities, including the removal of the safety hazards caused by the existing dams and infrastructure. By utilizing natural structures in-stream to accommodate variable flow conditions while maintaining a minimum baseflow through the mill race, infrastructure maintenance costs to the city are expected to be reduced over time. The project will also contribute to the cumulative total of barrier-free mainstem Kalamazoo River miles.

### **2.3 Description of Work**

The City of Plainwell is soliciting competitive contract proposals for engineering designs for dam removal and associated river corridor restoration for the Plainwell #2 Diversion dam and the Mill Race Dam. The project will be designed so that water continues to flow through the Plainwell raceway, which makes Plainwell “The Island City”. The project is expected to remove the two diversion dams at the upstream end of the Plainwell raceway and the failing Mill Race Dam and its spillway at the outflow of the raceway near Plainwell City Hall and maintain flow in the raceway while allowing for fish and recreational passage. The design should aim to pass all fish at all required life stages similar to undisturbed reaches of the river. The project design may or may not eliminate water from entering City Hall. The impact of mill race modifications on erosion along the river walk in Hicks Park and near the W Allegan St and W Bridge St bridges may need to be considered in the design.

The design may consider possible future installation of a pedestrian walk to the north side of City Hall and/or incorporation of small-scale equipment for generating hydroelectricity, but engineering and design of those potential features are not intended to be part of the scope for this RFP.

The design should accommodate any existing superfund criteria related to sediment movement (see section 2.2 above and references in Attachment B for further background related to the Kalamazoo River Superfund site).

It is anticipated that this engineering and design phase of the project will include a desktop review of existing data, collection of additional data from the site, hydrologic modeling, preparation of permit applications, and creation of construction drawings and bid materials.



Design development will include coordination between the DNR and the City of Plainwell, as well as NOAA, NFWF, and other potential interested parties. Specific tasks to be completed include:

- 1) Project Kick-off meeting to be held within 14 calendar days of the Contract Award;
- 2) Project Schedule will be submitted within 30 days of contract award;
- 3) Regular participation in project management team meetings with the City of Plainwell, DNR, and other stakeholders to provide updates and solicit feedback on design progress (may be performed virtually – anticipate at least one 1-hour meeting per month for the duration of the project);
- 4) Prepare a QAPP and SSHP for any proposed engineering and design related data collection activities;
- 5) Conduct a desktop review of existing data and collection of additional data from the site;
- 6) Perform hydrologic modeling and provide appropriate documentation of modeling results in a technical memorandum;
- 7) Prepare 30%, 60%, 90%, and final design sets, including technical specifications and a Basis of Design Report (alternative review timelines may be considered);
- 8) Host a minimum of two public outreach events to present design components and solicit feedback from the community;
- 9) Prepare and coordinate necessary permit applications (State of Michigan, U.S. Army Corps of Engineers, Allegan County, etc., and incorporate feedback from regulatory agencies into the design;
- 10) Prepare a bid packet and provide technical support for the solicitation of construction/implementation proposals.

*(END OF SECTION)*

### **Section 3 - Responding to This RFP**

## 3.1 Minimum Requirements

### Project Proposal and Approach:

Please describe in detail the approach you would take to complete the tasks outlined in Section 2 of this RFP – include specific tasks, what the various stages of this process would be (if applicable) and provide a detailed timeline and cost estimate for each stage. In addition, please submit a proposal that includes at a minimum the following elements:

#### (1) Qualifications and References

- A. Contractor is encouraged to include details regarding demonstrated and specialized experience that is responsive to the selection criteria in section 3.2, and the names of at least two clients that are willing to provide references.
- B. Contractor is encouraged to include a previously completed pollutant and toxin analysis and ecological risk assessment for similar project types for reference and evaluation.
- C. If applicable, please describe any of the following certifications: Minority Business Enterprise, Woman Business Enterprise, Veteran-Owned Business, or other disadvantaged business enterprise.

#### (2) Scope of Work

- A. Specific Tasks and Deliverables for component of work described in Section 2.
- B. Additional tasks and deliverables.
- C. Include timeline for relevant tasks and deliverables

#### (3) Narrative

Discussion of approach for successfully completing all tasks as well as for avoiding unexpected delays, complications.

#### (4) Cost Estimate

- A. Task Budget and total cost estimate for completing tasks.
- B. Please also provide a Schedule of Rates for the principal firm (or firms if there is a joint venture) if not addressed in the cost estimate/budget. The schedule of rates shall consist of a list of Project staff by title with hourly billing rates, and also indicate: (a) whether support services are billed as direct costs or are included in overhead; and (b) if handling charges, mark-up or profit are added to other direct costs (e.g., subcontractor's costs, reimbursables)

#### (5) Staff Experience

- A. Contractor should include brief bios and resumes for key staff detailing relevant qualifications.
- B. Up to two project descriptions for similar work with dates, budget, deliverables, and client contact information.

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***(END OF SECTION)***

### 3.2 Selection Criteria

The City will review the materials and bids submitted to determine, in its sole judgement, which bid and bidder are best qualified and most suitable to meet the needs of the City to complete the project. In addition to any other criteria deemed relevant by the City, the City will consider the following criteria in making its determination:

1. Professional experience of the firm and collective professional experience of its team in performing services of similar nature and scope.
2. Effectiveness and efficiency of approach and risk management strategy.
3. Quality and relevance of recently completed or ongoing work and associated references.
4. Cost-Effectiveness of Proposal.
5. Staffing capability across all disciplines to meet expected outcomes in a timely manner.
6. Reliability and continuity of the firm.

The City reserves the right to not consider any submission that it determines to be unresponsive or deficient. The City has the right to contact references to verify material submitted.

The City reserves the right to reject any and all proposals or any part thereof, to waive any formalities or informalities, and to award the services in any manner deemed to be in the best interest of the City. The City reserve the rights to negotiate with any bidder for a reduced price, to include any alternates that the bidder may propose, to modify the scope of the project, and to rebid or negotiate with any bidder regarding the revised project. The City may opt to conduct interviews at its own discretion following the proposal deadline.

All information in a bidder's proposal, including any attachments or exhibits, is subject to possible disclosure under the Michigan Freedom of Information Act, PA 443 of 1976 (MCL 15.231 *et seq.*) as amended. Generally, any information submitted in response to this RFP will be subject to disclosure at the time that bids are opened.

***(END OF SECTION)***

## **Section 4 - Administrative Process and Requirements**

### 4.1 Agreement for Services

- A. The selected Contractor shall be notified in writing, via email, that it was the successful applicant. Negotiations will follow, at which time the Contractor will be asked to submit a detailed fee schedule for the Project-specific work.
- B. The City of Plainwell will attempt to enter into negotiations with the selected Contractor for a satisfactory agreement and reasonable fee for the services needed.

- C. If a satisfactory contractual agreement on services and compensation cannot be reached between the City of Plainwell and the selected Contractor, City of Plainwell reserves the right to terminate negotiations with the selected Contractor and attempt to reach a satisfactory contractual agreement with the remaining qualified Contractors in order of their ranking.
- D. The selected Contractor, with which City of Plainwell successfully negotiates, shall be required to execute an Agreement, which shall include the terms and conditions of this RFP. City of Plainwell reserves the right to modify or update the Agreement in the interest of City of Plainwell and the Project Management Committee, in whole or in part, at any time up to and including during the negotiation of the agreement with the Contractor. By submitting for this RFP, the prospective Contractor and its key subcontractors acknowledge that the Project team will provide the services required in the Agreement.
- E. Costs incurred for developing the RFP and in anticipation of award of the agreement are entirely the responsibility of the Contractor and shall not be charged to City of Plainwell. If it is determined that additional data collection or other work requires a significantly different scope of work, approach, and budget, the scope of work and budget will have to be adjusted and contract amended in negotiation between City of Plainwell and the selected Contractor. If a mutual agreement cannot be made for the scope of work and budget adjustments, City of Plainwell reserves the right to select another Contractor.

## 4.2 Agreement for Requirements

The selected Contractor shall provide the City with a draft professional services agreement. However,

Contractor should be aware of the following Agreement provisions will required terms of any final agreement.

- A. Insurance. Contractor shall obtain and maintain for the Term of this Agreement, usual and customary policies of insurance, including Workers' Compensation insurance in the maximum amounts required by law; Professional Errors and Omissions insurance; Automobile Liability with bodily injury limits of at least \$1,000,000.00 per accident; and Commercial General Liability (CGL) insurance in the amount of \$2,000,000 Aggregate, with reputable insurers with an AM Best Co. rating no lower than A-. Contractor shall also maintain Commercial Excess Liability or Umbrella coverage with a limit of

\$3,000,000 or greater. Contractor shall provide a Waiver of Subrogation endorsement on and Workers Compensation policies.

Contractor shall include City of Plainwell as an additional insured on a primary and noncontributing basis on its policies, and provide City of Plainwell with Certificates of Insurance. Delivery of these Certificates to City of Plainwell shall be a condition precedent to the first payment to Contractor. The insurance policies shall also contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to City of Plainwell.

B. Acknowledgement of Credit. Contractor shall also include acknowledgement that the project received funds from the Kalamazoo River Natural Resource Trustees through a partnership grant with NOAA and NFWF when using any data or information developed under this Agreement (e.g., in posters, reports, publications, signs, presentations, websites, etc.).

D.

#### City Requirements.

1. Regardless of whether they are referenced herein, the contractor agrees to comply with all applicable City ordinances, regulations, and policies.

#### State of Michigan Requirements

1. **State Laws:** Regardless of whether they are referenced herein, the contractor agrees to comply with all applicable State laws, regulations, or Executive Orders, Executive Directives, etc. The City reserves the right to add or delete terms and conditions of the Agreement Documents as may be required by revisions and additions or changes in the applicable requirements, regulations, and laws.
2. **Applicability of State Regulations:** In the event that State laws, rules or regulations requires a change to the Agreement Documents, the Agreement Documents will be immediately interpreted, modified, applied and enforced consistent with those changes as though they were in the original Agreement. Those changes will be incorporated into the Agreement Documents in writing soon as possible without unnecessary delay.
3. **Nondiscrimination and Unfair Labor Practices:** In connection with the Agreement Documents, the Contractor will not discriminate against any employee or applicant for employment with respect to their hire, tenure, terms, conditions, or privileges of employment on any matter directly or indirectly related to employment because of race, color, religion, national origin, ancestry, age, sex (including sexual orientation and gender identity or expression as defined in Executive Directive 2019-09) height, weight, marital status, partisan considerations, physical or mental disability, or genetic information (as defined in Executive Directive 2019-09) that is unrelated to the individuals ability to perform the duties of the particular job or position. The Contractor further agrees that every subcontract or sub-recipient agreement entered into for performance of the Agreement Documents will contain a provision require nondiscrimination in employment as specified in the Agreement Documents, binding upon each subcontractor. This covenant is required as applicable under the Elliot Larsen Civil Rights Act, 1976 PA

453, MCL 37.2101 et seq., and the Persons with Disability Civil Rights Act, 1976 PA 220, MCL 37.1101 et seq., and is consistent with Executive Directive 2019-09, and any breach thereof may be regarded as a material breach of this Agreement.

### Federal Requirements

1. Regardless of whether they are referenced herein, the parties agree to comply with all NFWF requirements as well as other applicable federal laws, regulations, or Executive Orders, Executive Directives, etc. The City reserves the right to modify, add, or delete terms and conditions of any agreement documents as may be required by revisions and additions or changes in the requirements, regulations, and laws governing the NFWF grant program.

***(END OF SECTION)***

## Attachments

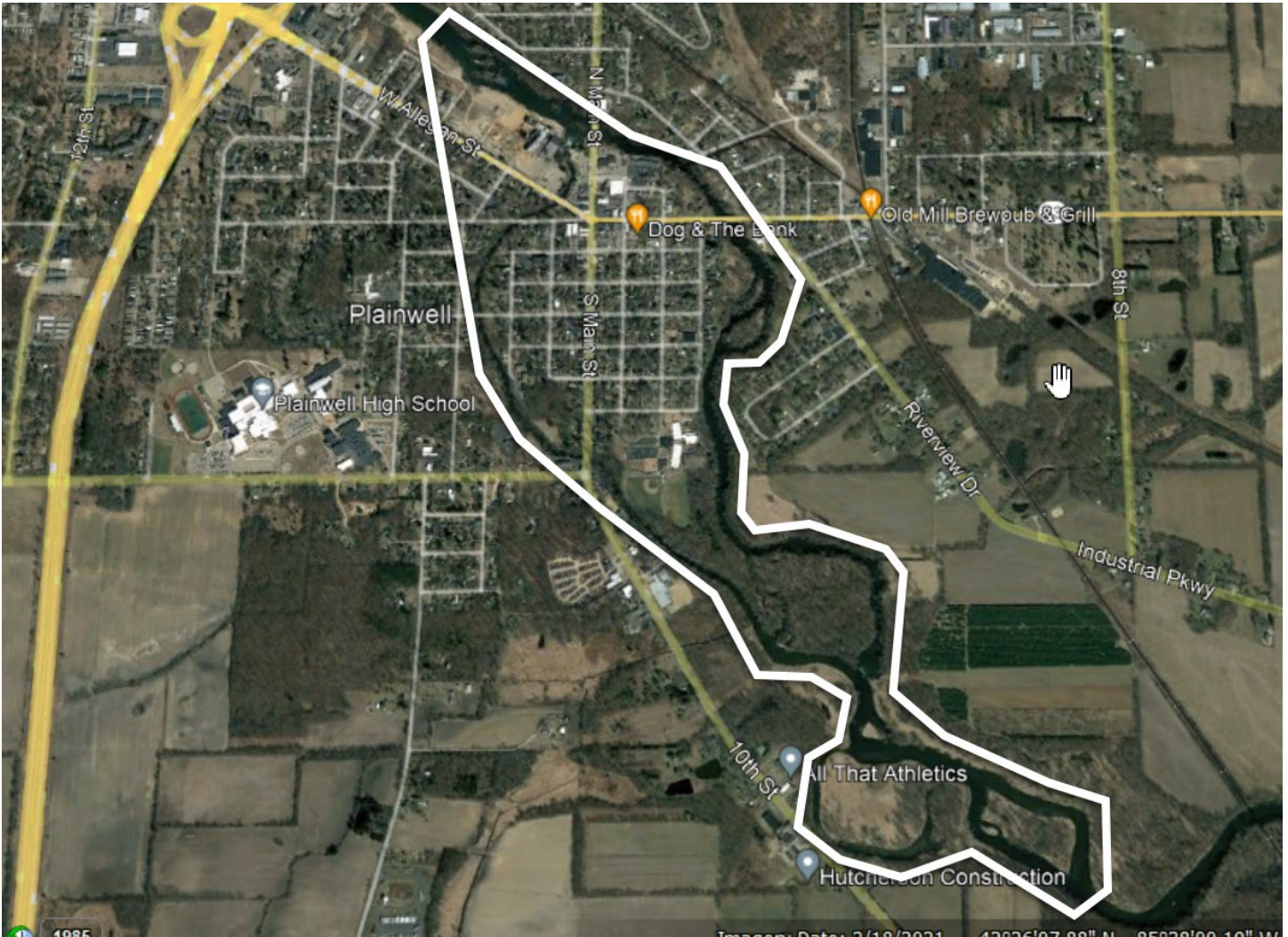
- A. Project Location Map and Photos
- B. References

DRAFT



Attachment A

Project Location Map and Photos



A.1. Project Site



A.2. Diversion Dam, South of City Limits





A.3. View of both Diversion Structures – South of City limits





A.4. Plainwell Diversion Dam 2 (primary).



A.5. Plainwell Diversion Dam 2 (primary).





A.6. Plainwell Diversion Dam 2 (secondary)

DRAFT



A.7. Downstream – Mill Race, Spillway  
Plainwell City





A.8. Concrete remnants in front of City Hall





A.9. Under Mill Spillway



A. 10 Pedestrian bridge before Mill Race



## Attachment B

### Available Data and Information List

Kalamazoo River NRDA Administrative Record: <https://www.diver.orr.noaa.gov/web/guest/diver-admin-record?diverWorkspaceSiteId=6723>.

Kalamazoo River Trustees, 2021 – *Kalamazoo River NRDA Trustee Council Resolution 2021-02*; [https://pub-data.diver.orr.noaa.gov/admin-record/6723/Kz%20TC\\_Resolution%202021\\_02%20SRP\\_EA%20and%20project%20funds%20signed%2009\\_16.pdf](https://pub-data.diver.orr.noaa.gov/admin-record/6723/Kz%20TC_Resolution%202021_02%20SRP_EA%20and%20project%20funds%20signed%2009_16.pdf).

Kalamazoo River Trustees, 2021 – *Kalamazoo River Supplemental Restoration Plan and Environmental Assessment – Final*; [https://pub-data.diver.orr.noaa.gov/admin-record/6723/Final%20Kz%20SRP\\_EA%202021%20final.pdf](https://pub-data.diver.orr.noaa.gov/admin-record/6723/Final%20Kz%20SRP_EA%202021%20final.pdf).

USGS, 2006 – *Fluvial Geomorphology – Study of the Kalamazoo River*; <http://mi.water.usgs.gov/splan5/sp11100/kfluvial.php>.

USGS, 2005 – *Historical and Simulated Changes in Channel Characteristics of the Kalamazoo River, Plainwell to Otsego, Michigan*; <https://pubs.usgs.gov/sir/2005/5044/pdf/SIR2005-5044.pdf>.

USGS, 2003 – *Annotated Bibliography of Selected References on PCB and the Kalamazoo River Superfund Site, Michigan, 1982-2002*; <https://pubs.usgs.gov/of/2003/ofr03-338/pdf/OFR2003-338.pdf>.

**(END OF ATTACHMENTS)**



## "The Island City"

## MEMORANDUM

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

TO: Erik J. Wilson, City Manager  
FROM: Robert Nieuwenhuis  
DATE: April 20, 2022  
SUBJECT: Ash Bore treatment

---

The City Council should consider approving the ash bore treatment to one third of the Cities Ash trees by Honey Tree this year and a third for the same cost next year.

Honey Tree has been treating the Cities trees for many years now and has kept pricing the same. Their work has been great and has extended the life of the trees in the City.

I recommend we use Honey Tree for this year and next for a cost of \$3600 a year for ash bore treatments on one third of the Cities Ash trees per year.

**Honeytree Arborist Services**  
 934 129th Ave  
 Shelbyville, MI 49344  
 (616) 293-5318  
 honeytreenursery@yahoo.com  
 honeytreenursery.com



**ADDRESS**

City of Plainwell  
 211 North Main  
 Plainwell, MI 49080

**Estimate 1125**

**DATE** 04/13/2022

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Arbor Care:Injections</b> An estimate to inject 26 City -Owned ash trees for the cure and prevention of Emerald Ash Borer. 26 trees are treated every year on a three-year rotation, contracted at \$3600.00 per year for three years. 2022 is year two.  Trees per list attached.	1	3,600.00	3,600.00T

Thank you for giving us the opportunity to provide an estimated cost for your Arborist Service Project.

SUBTOTAL 3,600.00  
 TAX (0%) 0.00

Your Estimate is attached, please sign and return.

We appreciate your business, and look forward to serving you in the near future.

Mike Connor  
 Honeytree Arborist Services  
 616.293.5318

**TOTAL \$3,600.00**

Accepted By

Accepted Date

## City of Plainwell 2022 treatments

TREE #	Street #	Street	Street the tree is on		
1	402	SOUTH MAIN	WEST HILL		
2	1087	SOUTH PEACH	NORTH POINTE DRIVE		
3	127	STERLING	KENWOOD		
4	230	SUNSET	SUNSET		
5	225	UNION	UNION		
6	?	UNION	UNION		
7		WARRANT	WARRANT		
8	120	BRINGHAM	BRINGHAM		
9	302	BRINGHAM	BRINGHAM		
10	302	BRINGHAM	BRINGHAM		
11	324	CHART	HICKS		
12		DARROW PARK	HICKS		
13		DARROW PARK	HICKS		
14	112	E. BRIGHTON	E. BRIGHTON		
15	220	E. BRIGHTON	E. BRIGHTON		
16	201	E. COLFAX	ANDERSON		
17	310	E. PLAINWELL	E. PLAINWELL		
18	323	E.HILL	E. HILL		
19	402	GLADYS	W. HILL		
20	?	MORRELL	MORRELL		
21	?	MORRELL	MORRELL		
22	527	N. MAIN	SECOND STREET		
23	?	N. MAIN	ACROSS FROM 806		
24		OAK	KENWOOD		
25	308	S. ANDERSON	S. ANDERSON		
26	520	S. MAIN	W. BRIGHTON		



## “The Island City”

### MEMORANDUM

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

TO: Erik J. Wilson, City Manager  
FROM: Robert Nieuwenhuis  
DATE: April 21, 2022  
SUBJECT: Water Meter Change Out

---

The City Council should consider approving the purchase of Sensus water meters and reading equipment through Etna Supply.

The first portion of this project is for the purchase of Sensus water meters for the City distribution system. Etna is broker for Sensus meters and was approved as a sole source for the City. We decided to go with these meters since a large percentage of the meters in the Cities distribution system are currently the new version of the Sensus meter. The costs listed below are for the purchase of the meters that still need to be changed out and all the new reading equipment for the meters. There is a second portion to this project that will have the cost of the installation, inspections and the antenna portion to complete this project. The current reading equipment and meters the City have in service are aging out quickly and have no way to repair only replace do to the age of the items. By upgrading our meters and reading equipment we will be able to provide our customers with monthly reads instead of quarterly, more accurate reads and save the DPW man hours on reading meters. This change out or upgrade should be good for the next twenty years. The City should look at their rates to make sure there is capital available for the next meter change out.

Total for meters and end points	\$468,230.00
Total for upgrading reading equipment	\$13,900.00

I recommend we approve this project do alleviate the issues with the old equipment and the cost of replacements just keeps increasing each year.



ETNA SUPPLY - GRAND RAPIDS  
 4901 CLAY AVENUE SW  
 GRAND RAPIDS, MI 49548-3038  
 616 241 5414  
 Fax 616 241 4786



# Quotation

QUOTE DATE	QUOTE NUMBER
04/21/2022	S104522373
ETNA SUPPLY PO Box 772107 DETROIT, MI 48277-2107 P-616 248 9182 F-616 245 9940	PAGE NO.
	1 of 2

QUOTE TO:

SHIP TO:

CITY OF PLAINWELL  
 211 N MAIN ST  
 VENDER #164  
 PLAINWELL, MI 49080-1397

CITY OF PLAINWELL  
 126 FAIRLANE ST  
 PLAINWELL, MI 49080-1272

CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
12661	PLAINWELL AMI DEVICES		Kevin Dieleman	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Chad Hart		NET 25TH	04/28/2022	No
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
	<b>SHIPPING INSTRUCTIONS</b> DELIVERY DATE: ANY DELIVERY TIME: ANY CONTACT NAME: CONTACT #: ADD'L INSTR:			
2ea	TRIMBLE TDC600 TW-117057-20 Pn: 609574	2000.000/ea	4000.00	
2ea	SENSUS FLEXNET COMMAND LINK 2 SMART POINT COMMAND LINK 2 CL200 Pn: 667678	800.000/ea	1600.00	
2ea	SENSUS AG6590 AUTOGUN *Nonstock - Restock Policy Applies* Pn: 441993	2400.000/ea	4800.00	
1ea	SENSUS UNIPRO COMMUNICATOR MODEL 100A-R02; FOR USE ON IPERL, OMNI, OMNI+,ICE, ICE-OPTO, ELETRONIC REGISTER, AND REG/METERS *** 5191016200003 *** Pn: 99712	500.000/ea	500.00	
		Subtotal		
		S&H Charges		
		Amount Due		

\*\* Continued on Next Page \*

Prices are firm for 7 days. Price subject to change after 7 days.



ETNA SUPPLY - GRAND RAPIDS  
 4901 CLAY AVENUE SW  
 GRAND RAPIDS, MI 49548-3038  
 616 241 5414  
 Fax 616 241 4786



# Quotation

QUOTE DATE	QUOTE NUMBER
04/21/2022	S104522373
ETNA SUPPLY PO Box 772107 DETROIT, MI 48277-2107 P-616 248 9182 F-616 245 9940	PAGE NO.
	2 of 2

QUOTE TO:

SHIP TO:

CITY OF PLAINWELL  
 211 N MAIN ST  
 VENDER #164  
 PLAINWELL, MI 49080-1397

CITY OF PLAINWELL  
 126 FAIRLANE ST  
 PLAINWELL, MI 49080-1272

CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
12661	PLAINWELL AMI DEVICES		Kevin Dieleman	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Chad Hart		NET 25TH	04/28/2022	No
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
1ea	^ANNUAL SOFTWARE AND SUPPORT *Nonstock - Restock Policy Applies* Pn: 96106	3000.000/ea	3000.00	
This Quotation is controlled by ETNA's standard terms and conditions ("ETNA's Standard Terms") found at <a href="https://www.etnasupply.com/TermsandConditionsofQuotation">https://www.etnasupply.com/TermsandConditionsofQuotation</a> Any other terms are expressly rejected. To the extent there is a conflict between any of the terms appearing on the face of this Quotation and ETNA's Standard Terms, the terms appearing on the face of the Quotation control. <b>TAXES ARE NOT INCLUDED ON THIS QUOTE!</b>			Subtotal	13900.00
			S&H Charges	0.00
			Amount Due	13900.00

Prices are firm for 7 days. Price subject to change after 7 days.



ETNA SUPPLY - GRAND RAPIDS  
 4901 CLAY AVENUE SW  
 GRAND RAPIDS, MI 49548-3038  
 616 241 5414  
 Fax 616 241 4786



# Quotation

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04/21/2022	S104521852
ETNA SUPPLY PO Box 772107 DETROIT, MI 48277-2107 P-616 248 9182 F-616 245 9940	PAGE NO.
	1 of 3

QUOTE TO:

SHIP TO:

CITY OF PLAINWELL  
 211 N MAIN ST  
 VENDER #164  
 PLAINWELL, MI 49080-1397

CITY OF PLAINWELL  
 126 FAIRLANE ST  
 PLAINWELL, MI 49080-1272

CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
12661	PLAINWELL AMI PROJECT		Kevin Dieleman	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Chad Hart		NET 25TH	04/28/2022	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
	<b>SHIPPING INSTRUCTIONS</b> DELIVERY DATE: ANY DELIVERY TIME: ANY CONTACT NAME: CONTACT #: ADD'L INSTR:			
915ea	MTR 3/4" IPERL 1 GAL ECR (SB); SHORT BODY (7-1/2") LENGTH 1 GAL ECR REG L/CONN *** I2S3GBXX *** Pn: 161952		130.000/ea	118950.00
10ea	MTR 3/4" IPERL 1 GAL TR/PL (SB); SHORT BODY (7-1/2") LENGTH 1 GAL TR/PL REG W/ 6FT WIRE L/CONN ***I2S1GBAX*** Pn: 87345		130.000/ea	1300.00
240ea	MTR 1" IPERL 1 GAL ECR; 1 GAL ECR REG L/CONN *** I4S3GBXX *** Pn: 127176		220.000/ea	52800.00
			Subtotal	
			S&H Charges	
			Amount Due	

\*\* Continued on Next Page \*

Prices are firm for 6 days. Price subject to change after 6 days.





ETNA SUPPLY - GRAND RAPIDS  
 4901 CLAY AVENUE SW  
 GRAND RAPIDS, MI 49548-3038  
 616 241 5414  
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	2 of 3

QUOTE TO:

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 211 N MAIN ST  
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CITY OF PLAINWELL  
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CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
12661	PLAINWELL AMI PROJECT		Kevin Dieleman	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Chad Hart		NET 25TH	04/28/2022	No
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
3ea	MTR 1" IPERL 1 GAL TR/PL; 1 GAL TR/PL REG W/ 6FT WIRE L/CONN *** I4S1GBAX *** Pn: 137252	220.000/ea	660.00	
25ea	MTR 1-1/2" OMNI+ T2 - 1 GAL (13") 1 GAL TRPLTURBO DRS LAY LENGTH *** T1X1XX1GXA0XXSD *** Pn: 86054	900.000/ea	22500.00	
33ea	MTR 2" OMNI+ T2 - 1 GAL (17") 1 GALLON TRPL TURBO DRS LAY LENGTH *** T2X1XX1GXA0XXSD *** Pn: 13110	1065.000/ea	35145.00	
8ea	MTR 3" OMNI+ T2 - 1 GAL (19"); 1 GALLON TRPL TURBO DRS LAY LENGTH *** T3X1XX1GXA0XXSD *** Pn: 38166	1330.000/ea	10640.00	
1ea	MTR 4" OMNI+ T2 - 1 GAL (23"); 1 GAL FEET TRPL 20FT CABLE TURBO DRS LAY LENGTH (23") ***T4X1XX2FXA0XXSD**** *Nonstock - Restock Policy Applies* Pn: 11915	2585.000/ea	2585.00	

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Subtotal	
S&H Charges	
Amount Due	

Prices are firm for 6 days. Price subject to change after 6 days.



ETNA SUPPLY - GRAND RAPIDS  
 4901 CLAY AVENUE SW  
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WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Chad Hart		NET 25TH	04/28/2022	No
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
1463ea	SMARTPOINT 510M TC 1-PORT (LEAK); SENSUS MODEL 510M SINGLE PORT M2 METER TRANSCIEVER UNIT NON-PIT VERSION TOUCHCOUPLE INTREGAL TOUCHREAD HOURLY READS LEAK DETECTION 5396353751201MI Pn: 21752	150.000/ea	219450.00	
24ea	SMARTPOINT 520M TC 1-PORT (LEAK); SENSUS MODEL 520M SINGLE PORT M2 METER TRANSCIEVER UNIT PIT VERSION TOUCHCOUPLE HOURLY READS LEAK DETECTION 5396353752201MI Pn: 17412	175.000/ea	4200.00	

This Quotation is controlled by ETNA's standard terms and conditions ("ETNA's Standard Terms") found at <https://www.etnasupply.com/TermsandConditionsofQuotation>. Any other terms are expressly rejected. To the extent there is a conflict between any of the terms appearing on the face of this Quotation and ETNA's Standard Terms, the terms appearing on the face of the Quotation control. TAXES ARE NOT INCLUDED ON THIS QUOTE!

Prices are firm for 6 days. Price subject to change after 6 days.

Subtotal	468230.00
S&H Charges	0.00
Amount Due	468230.00



## "The Island City"

## MEMORANDUM

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

TO: Erik J. Wilson, City Manager  
FROM: Robert Nieuwenhuis  
DATE: April 20, 2022  
SUBJECT: Street Repairs

---

The City Council should consider approving the purchase of asphalt and use of rental equipment to complete Bridge St. street repairs.

Total cost for product and equipment rental for this project will not exceed \$10,000. We are looking to rent a skid steer and 40inch mill from Wyoming asphalt to grind out 2inchs of asphalt throughout Bridge Street. Once the asphalt is removed we will be replacing it with approximately 150 Ton of new top mix.

Wyoming Asphalt has competitive pricing but is significantly closer than other asphalt plants. Commercial base is \$51 a ton and Commercial top is \$59 a ton this year. The cost of this job doesn't reflect the cost of labor or equipment rental of City owned equipment.

I recommend we get this job approved so we can get these needed street repairs completed.



## “The Island City”

## MEMORANDUM

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

TO: Erik J. Wilson, City Manager  
FROM: Robert Nieuwenhuis  
DATE: April 20, 2022  
SUBJECT: Well 4 upgrades

---

The City Council should consider approving F and V for the design and application process to the State of Michigan for the upgrade to hypo from gas.

The City water department is looking to change well 4 from chlorine gas to liquid. The liquid is a much safer and easier way to treat the raw water the City uses each day. The State of Michigan requires an engineered design and application process be submitted to them for approval prior to any changes to treatment being made. F and V would design and submit the application to the State for us.

I recommend this be approved to keep up our great water quality. This is a budgeted project.



April 14, 2022

*Via email: [rnieuwenhuis@plainwell.org](mailto:rnieuwenhuis@plainwell.org)*

Mr. Robert Nieuwenhuis, DPW Superintendent  
City of Plainwell  
211 North Main Street  
Plainwell, MI 49080

**RE: City of Plainwell – Well House No.4 Improvements**

Dear Bob:

Fleis & VandenBrink (F&V) appreciates the opportunity to submit our work plan and budget to assist the City with the Well House No.4 Improvements project. We understand that the City would like to convert the existing chlorine gas feed system to a liquid chlorine (sodium hypochlorite) feed system to address safety concerns related to chlorine gas.

We also understand that the City is planning to complete the construction of the proposed improvements.

We have prepared the following work plan and budget to provide professional services for design and permitting phase of the project.

Work Plan:

Design Phase Services

- Prepare preliminary design drawings and specifications and submit to the City for review and comment
- Prepare final design drawings and specifications, incorporating City comments
- Prepare and submit an EGLE Act 399 permit application with sealed plans and specifications

We propose to complete the services outlined above for a total not to exceed fee of \$5,800.

The work plan and budgets outlined above assume that no modifications are needed to the well house building or electrical/control systems. We have not included topographic survey, soil borings, or construction phase services in our budget. If it is determined that these services are needed, we can provide a proposal at that time

If the work plan and budget meet with your approval, please return an executed copy of the attached Amendment to the Professional Services Agreement between the City and F&V.

**4798 Campus Drive  
Kalamazoo, MI 49008  
P: 269.385.0011  
F: 269.382.6972  
[www.fveng.com](http://www.fveng.com)**

We look forward to working with you on this important project. If you have any questions, please contact us at 616-977-1000.

Sincerely,

FLEIS & VANDENBRINK



Scott Hall, P.E.  
Project Manager



Robert W. Wilcox, P.E.  
Vice President / Principal

**AMENDMENT**

**TO THE**

**PROFESSIONAL SERVICES AGREEMENT**

**FLEIS & VANDENBRINK ENGINEERING, INC.**  
4798 Campus Drive, Kalamazoo, MI 49008  
(269) 385-0011 fax (269) 382-6972

The Professional Services Agreement ("PSA") entered into between Fleis & VandenBrink Engineering, Inc. ("Engineer") and **the City of Plainwell**, whose address is **211 N. Main Street, Plainwell, MI 49080**, ("Owner") dated **April 12, 2018**, including previous amendments, if applicable, is hereby amended.

**DESCRIPTION OF PROJECT AND SCOPE OF SERVICES:** The description of the Project ("Project") and the scope of services ("Services") provided under the PSA are amended as follows; **Well House No.4 Improvements**.

**AGREEMENT DOCUMENTS:** The following additional obligations are hereby included in the Agreement Documents and are incorporated herein by reference; **Engineer's scope of services outlined in the proposal dated April 14, 2022**.

**COMPENSATION OF ENGINEER:** The services to be provided under this Amendment shall be a Lump Sum Fee contract in the amount of **\$5,800.00**, billed monthly based on the percentage of Work completed.

**TERMS AND CONDITIONS:** The Terms and Conditions of the PSA and amendments to date shall apply to all work performed by Engineer.

**ELECTRONIC/FACSIMILE SIGNATURES.** The signatures on this PSA shall be deemed to be original signatures when transmitted electronically or by facsimile machine or by any other medium. No party shall be required to produce a PSA with an original signature in order to enforce any provision of this PSA.

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

OWNER  
**CITY OF PLAINWELL**

ENGINEER  
**FLEIS & VANDENBRINK ENGINEERING, INC.**

By: \_\_\_\_\_  
**Erik Wilson**  
Title: **City Manager**  
Date: \_\_\_\_\_

By: Robert W. Wilcox  
**Robert W. Wilcox, PE**  
Title: **Vice President / Principal**  
Date: 4/14/22



3662 Airline Road  
Muskegon, MI 49444

# Invoice

Date	Invoice #
4/14/2022	2022.1060

Bill To
Attn: Mr. Eric Wilson City of Plainwell 211 N Main Street Plainwell, MI 49080

Invoice Approved By
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*[Handwritten Signature]*

Customer E-mail
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EWilson@plainwell.org
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P.O. No.	Terms	Project
	Net 30	Bldg 2 & 3 Roofing Encapsulation

Description	Quantity	Amount
Provide labor and equipment to perform the Building #2 and Building #3 roof membrane to encapsulate current asbestos roofing per quote.		
Final Billing		
Contract Amount (\$125,049.22)	100% Complete	125,049.22
Change Order 1 for B3 Vent Removal/Roofing	100% Complete	9,699.00
Additional cost for the Decking Replacement	100% complete	62,706.78
Additional cost for Coverboard	100% Complete	6,618.74
Amount Previously Invoiced		-134,748.22

Make All Checks payable to Melching Inc.  
Email: Info@MelchingDemo.com  
Phone: (616) 837-1214

**TOTAL AMOUNT DUE THIS INVOICE** \$69,325.52

Terms of Payment: Due upon receipt of invoice for work completed. A service charge of 1.5% will be added to past due accounts. Failure to pay past due amounts will result in your being liable for all of Melchings Inc.'s collection fees, attorney fees, and/or court costs required to collect past due amounts and as related to the construction Lien Act.

Changes to these terms must be in writing

**THANK YOU FOR YOUR BUSINESS**



# Water Renewal

Superintendent: Bryan Pond

March 2022



## Significant Department Actions and Results

The annual Mercury report was filed as part of our NPDES permit.

The annual Industrial Pre Treatment Program report was also filed as part of NPDES permit.

The boiler automated gas valve was replaced after seventeen years of operation.

## Pending Items (including CIP) FY 21/22

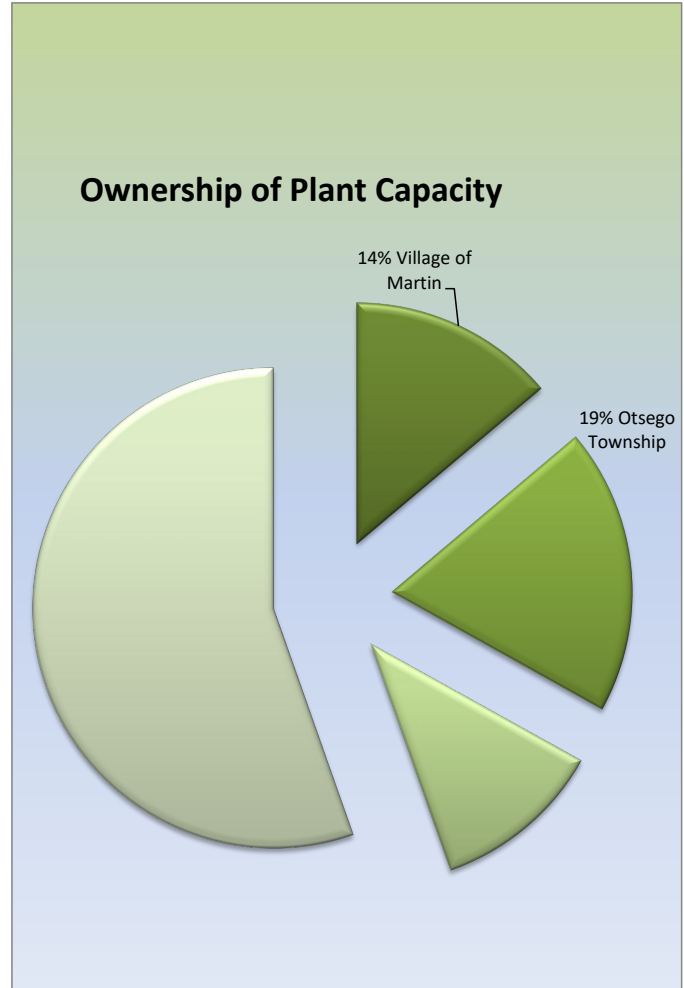
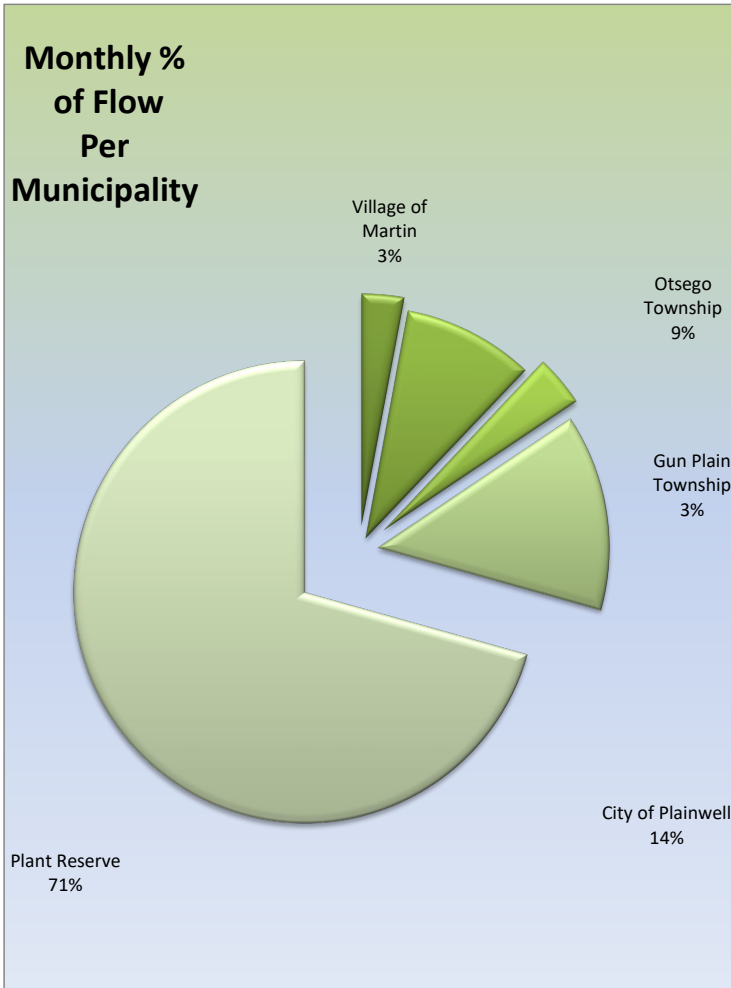
## Expenditure Summary/Issues

	<u>(budgeted)</u>	(completed)
Replace truck #2 ( equipment fund)	\$32,000	
Replace Dystor Gas Membrane {Recommended manufacturer equipment life 15-17 yrs. Installed in 2005 is 17 yrs. in 2022}	\$150,000	
Influent manhole structure replacement {Cement structure from 1980; evaluation and replacement as a collapse of structure would be a catastrophic failure}	<i>evaluation</i> 5,000	
Replace (6) DOORS {Steel doors from 1980 replace with fiberglass or anodized aluminum}	\$40,000	
MAHL Study for IPP program necessary to update ever 10 years	\$52,000	
Replace remainder of 1980 HANDRAILS {Steel handrails have been maintained replace with aluminum}	\$55,000	
DYSTOR PLC {Last PLC SLC 50-05 operating in plant, replace with updated PLC}	12,000	
	<u>TOTAL</u>	
	314,000	

## Monthly Flow Data

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

	Total Gallons	Permitted Daily Flow Gallons	Reserve	Ownership of Plant Capacity
<b>Village of Martin</b>	797,755			
Gun River MH Park	378,000			
US 131 Motor Sports Park	0			
<b>Total:</b>	1,175,755			
<b>AVG. DAILY:</b>	40,543	180,000	77%	14%
<b>Otsego Township</b>	<b>Total:</b> 3,689,039			
<b>AVG. DAILY:</b>	127,208	250,000	49%	19%
<b>Gun Plain Township</b>	<b>Total:</b> 995,000			
North Point Church	2,000			
North 10th Street	258,354			
Gores Addition	180,000			
<b>AVG. DAILY</b>	49,495	150,000	67%	12%
<b>City of Plainwell</b>	<b>Total:</b> 552,291.3			
<b>AVG. DAILY:</b>	17,815.848	720,000	75%	55%
<b>Avg. Daily Plant Flow from entire service district</b>	0.37			



## State Required Reporting Compatible Pollutants

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

25 mg/l	15	13.50
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*This test measures the amount of oxygen consumed by bacteria during the decomposition of organic materials. Organic materials from wastewater treatment facility act as a food source for bacteria.*

**TOTAL SUSPENDED SOLIDS (TSS):**

30 mg/l	15	13
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*Includes all particles suspended in water which will not pass through a filter. As levels of TSS increase, a water body begins to lose its ability to support a diversity of aquatic life.*

**PHOSPHORUS (P):**

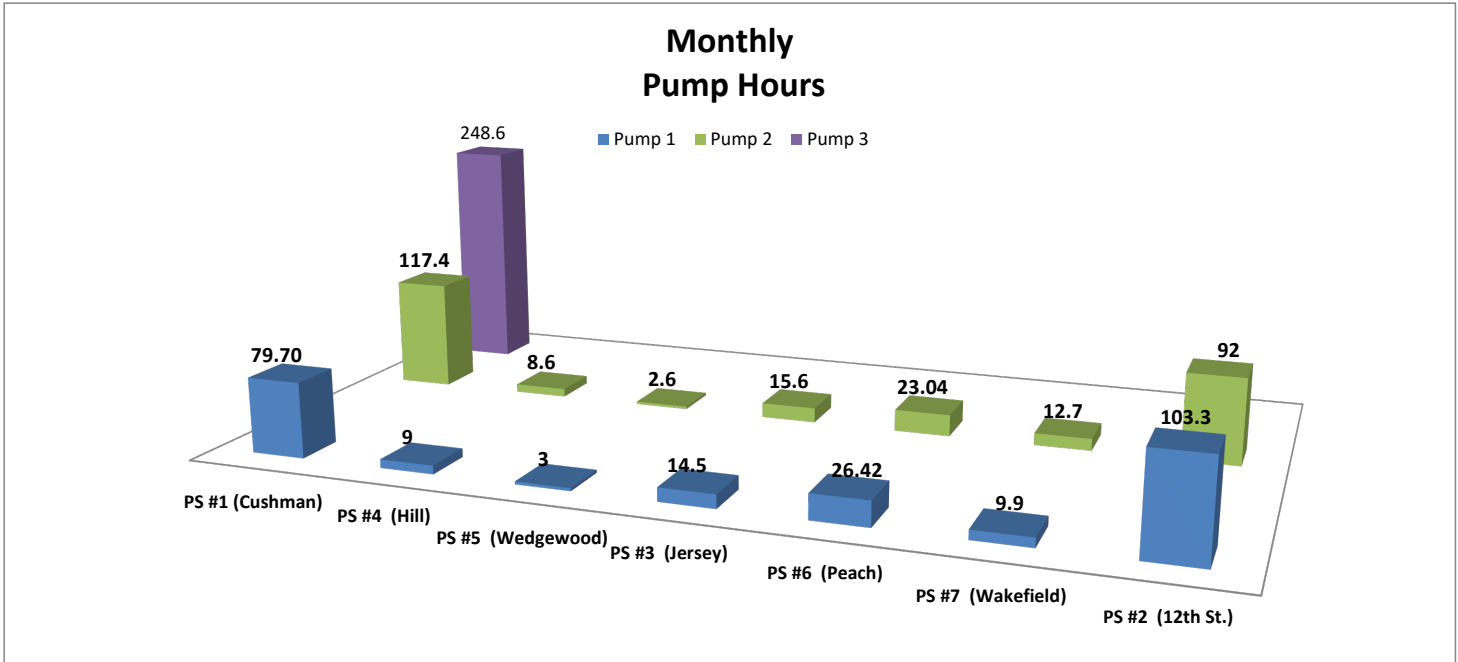
1.0 mg/l	0.45	0.41
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*Controlling phosphorous discharges is a key factor in preventing eutrophication of surface waters. Eutrophication is caused by water enrichment of inorganic plant nutrients. Eutrophication negatively effects water bodies due to increases in algal blooming, causing excessive plant growth which depletes dissolved oxygen in the river which is necessary for aquatic life to survive.*

**Total Coliform (COLI):**

200counts/ml	50	1
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*A group of bacteria found in soil, on vegetation and in large numbers in the intestine of warm-blooded animals, including humans. Water is not a natural medium for coliform organisms and their presence in water is indicative of some type of contamination.*



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

Minutes  
Plainwell DDA, BRA and TIFA:  
**April 12, 2022**

1. Call to Order - Meeting called to order at 7:33 a.m. by Larabel
2. Pledge of Allegiance
3. Roll Call  
**Members Present:** Jim Turley, Randy Wisnaski, David O'Bryan, Nick Larabel, Paul Rizzo, Erik Wilson, Adam Hopkins 7:36 a.m.,  
**Excused:** EJ Hart, Angela Ridgway
4. Approval of Minutes of 03/08/22: Minutes were approved to place on file.
5. Chairman's Report: None
6. BRA Action Items
  - A. **A motion was made to approve the Mill Payout #8 in the amount of \$244,963 by Wilson and seconded by Wisnaski. All in favor vote. Motion passed.**
  - B. **Motion to accept accounts payable for March of \$21,989.42 was made by Rizzo and seconded by Hopkins. All in favor vote. Motion carried.**
7. DDA Action Items
  - A. Revolving Loan Quarterly Report review.
  - B. **Motion to accept accounts payable for March of \$424.38 was made by Larabel and seconded by Hopkins. All in favor vote. Motion carried.**
8. TIFA Action Items
  - A. **Motion to accept accounts payable for March of \$717.54 was made Turley and seconded by Larabel. All in favor vote. Motion carried.**
9. Communications: 02/28/22 and 03/14/22 Council Minutes. Also, the Financial Report/ Summary as of 3/31/2022 were approved and placed on file.
10. Public Comments: None
11. Staff Comments: Community Development Manager, Siegel reported:  
*Events:* Egg Hunt w/over 300 youth; Concerts begin May 25; Plainwell Days Fest Fri. June 24 evening & all-day June 25/  
*Businesses:* The Sugar Palace grand opening; Pending Around the Board & Mayor's Joint  
*Grants:* Match on Main Grant -Dragonfly Quilts results week of April 18; EDA grant submitted; Rental Rehab Environmental Review sent to SHPO & Tribes, application submitted.  
*Masterplan/Community Recreation Plan updates:* Public Open House Thursday, April 14<sup>th</sup>
12. Member Comments:  
Wisnaski – asked for clarification of the Cottage Law
13. Adjournment: **A Motion to adjourn the meeting at 8:02 a.m. was made by Rizzo and seconded by Turley.**

Submitted by Denise Siegel, Community Development Manager

**MINUTES  
CITY OF PLAINWELL  
PARKS & TREES COMMISSION  
April 14, 2022**

1. Matthew Bradley called the meeting to order at 5:03 PM.
2. Roll Call: Present: Matthew Bradley, Marsha Keeler, Bunny LaDuke, Shirley DeYoung, Cory Redder and Public Works Superintendent Bob Nieuwenhuis. Absent: Todd Overhuel.
3. Approval of Minutes:

***Shirley DeYoung moved to accept and place on file the minutes of, January 13<sup>th</sup>, 2022. Bunny LaDuke supported the motion. On voice vote, motion carried unanimously.***

4. Parks:  
Bob reported that the city has been doing a spring clean-up in the parks. The flowers have been ordered and Sheryl Gluchoski checked with the greenhouse and they say the flowers are looking good. We will have a company spray for weeds the end of April. Sherwood restrooms are closes due to vandalism issues. We should be mowing the city in the next couple of weeks. We will be having the debt crew start paining the river walk again this time starting at the band shell.

There was a discussion about changing up the parks that the board members report about. Here is what was decided:

Sherwood Park was Marsha Keeler now Shirley DeYoung

Pell Park was vacant now Marsha Keeler

Hicks Park was Bunny LaDuke now Matthew Bradley

Cook Park was Shirley DeYoung now Cory Redder

Kenyon Park was Matthew Bradley now Bob Nieuwenhuis

Darrow Park vacant now Bunny LaDuke

River walk Park (Band shell) & CBD (Central Business District vacant now Cory Redder

Sherwood Park Maintenance Report - Marsha Keeler

Marsha reported that the park looks good.

Pell Park Maintenance Report - Todd Overhuel,

Shirley reported that the butterfly bushes need to be trimmed.

Hicks Park Maintenance Report - Bunny LaDuke

Marsha reported that there is rotted wood off the river walk.

Cook Park Maintenance Report – Shirley DeYoung

Shirley reported that the drive going into the park is full of pot holes. There is a plastic chair in the pavilion. Mulch in the dog park looks good.

Kenyon Park Maintenance Report – Matthew Bradley

Shirley reported that sign in the park needs to be fixed.

Darrow Park Maintenance Report – Cory Redder

Cory reported that the north picnic table has graffiti and a broken bench.

Riverwalk, Band Shell & CBD Maintenance Report – Cory Redder

5. New Business
  - A. There is a Plainwell City Master Plan & Parks meeting after this meeting tonight. Everyone on the board is planning to attend.
6. Open Business
  - A. Cheryl went over the ideas and dates we got from the family of Tim Roush. Bunny LaDuke is waiting to hear from a company we may get the seedlings from.
  - B. Bob met with Dick Lubic about putting irrigation in the Veteran's Memorial Park.
7. Public Comments  
None.
8. Staff Comments
9. Chairman's Report  
None.
10. Commissioners' Comments  
None.
11. Items For Next Agenda
12. Next Meeting  
The next meeting will be Thursday, May 12, 2022 at 5 PM.
13. Adjournment

***Bunny LaDuke moved to adjourn the meeting. Marsha Keeler supported the motion. On voice vote, motion carried unanimously.***

There being no further business, the meeting adjourned at 5:58 PM.

Minutes Respectfully Submitted,  
Cheryl Pickett

04/21/2022

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL  
EXP CHECK RUN DATES 04/25/2022 - 04/25/2022  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
BANK CODE: UBAP

Vendor Code	Vendor Name	Description	Amount
000002	AT&T		
	1957MAR-22	AIRPORT FUEL PUMP LINE THROUGH 04/13/2022	80.91
TOTAL FOR: AT&T			80.91
-----			
000013	RATHCO SAFETY SUPPLY INC		
	174025	ROAD SIGNS - RUSSET DR & THOMAS ST	141.00
TOTAL FOR: RATHCO SAFETY SUPPLY INC			141.00
-----			
000077	MCMASTER-CARR SUPPLY		
	76074586	WR - SCREEN MATERIAL FOR VENT	88.51
TOTAL FOR: MCMASTER-CARR SUPPLY			88.51
-----			
000079	ALLEGAN COUNTY NEWS		
	5885	ORDINANCE 390 - PUBLISHED 03/10/2022 - SINGLE	1,050.00
TOTAL FOR: ALLEGAN COUNTY NEWS			1,050.00
-----			
000134	HAROLD ZIEGLER FORD		
	320136	T-63 OIL & FILTER CHANGE	49.52
TOTAL FOR: HAROLD ZIEGLER FORD			49.52
-----			
000164	ETNA SUPPLY CO INC		
	S104356950.002	WATER METERS (3)	420.00
	S104356950.003	WATER METERS (5)	700.00
TOTAL FOR: ETNA SUPPLY CO INC			1,120.00
-----			
000372	PREMIERE PRINTING CORP.		
	233523	WAY FINDING KIOSK MAPS (2)	68.00
TOTAL FOR: PREMIERE PRINTING CORP.			68.00
-----			
000947	WYOMING ASPHALT PAVING INC.		
	2022-004	POTHOLE PATCHING	1,000.35
TOTAL FOR: WYOMING ASPHALT PAVING INC.			1,000.35
-----			
000951	MICHIGAN RURAL WATER ASSOC		
	2020-03859	TEMP TRAFFIC CONTRL TRAINING - SHANNON, FOR	460.00
	2020-03860	EXCAVATION & TRENCH CONTROL TRAINING - SHAI	460.00
TOTAL FOR: MICHIGAN RURAL WATER ASSOC			920.00
-----			
000995	HIGH GRADE MATERIALS INC		

	828353	BOULDERS FOR RIVERWALK REPAIR	102.60
TOTAL FOR: HIGH GRADE MATERIALS INC			102.60
<hr/>			
001043	BS&A SOFTWARE		
	140814	WORK ORDER & TAX - ANNUAL SERVICE SUPPORT C	940.00
TOTAL FOR: BS&A SOFTWARE			940.00
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001215	FLIER'S		
	132944	LAB DI WATER	511.00
TOTAL FOR: FLIER'S			511.00
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001413	NCL OF WISCONSIN		
	469086	WR - LAB CHEMICALS	242.66
TOTAL FOR: NCL OF WISCONSIN			242.66
<hr/>			
002002	USA BLUEBOOK		
	918792	FERRIC PUMP PARTS	313.00
	938884	WR - INTAKE FILTERS FOR PLANT BLOWERS (2 OF 3)	289.13
TOTAL FOR: USA BLUEBOOK			602.13
<hr/>			
002018	CDW-G		
	V822012	PRINTER FOR CLERKS OFFICE	569.05
	V857116	SURFACE PRO LAPTOPS FOR COUNCIL/PLANNING	2,211.72
TOTAL FOR: CDW-G			2,780.77
<hr/>			
002247	PLUMBER'S PORTABLE TOILETS		
	391901	EASTER EGG HUNT - PORTABLE TOILET RENTAL	110.00
TOTAL FOR: PLUMBER'S PORTABLE TOILETS			110.00
<hr/>			
002281	HOME DEPOT		
	2022.03	MARCH 2022 STATEMENT	1,005.44
TOTAL FOR: HOME DEPOT			1,005.44
<hr/>			
002371	RENEWED EARTH INC		
	30199	YARD WASTE CONTRACT - APRIL 2022	1,250.00
	30235	YARD BLEND - 2 YDS	49.50
TOTAL FOR: RENEWED EARTH INC			1,299.50
<hr/>			
002442	HOPKINS PROPANE COMPANY		
	146449	PROPANE AT AIRPORT - 433.3 GALLONS	1,061.15
TOTAL FOR: HOPKINS PROPANE COMPANY			1,061.15
<hr/>			
002562	CITY OF ALLEGAN		
	0000010246	2022 - 1ST QUARTER WATER TESTING	440.00
TOTAL FOR: CITY OF ALLEGAN			440.00
<hr/>			
002650	FUEL MANAGEMENT SYSTEM/PACIFIC PRID		



159613	DPS FUEL 04/01/2022 - 04/15/2022	763.38
TOTAL FOR: FUEL MANAGEMENT SYSTEM/PACIFIC PRID		763.38
-----		
002741	FLUID PROCESS EQUIPMENT INC	
5759345-00	WR - SPARE CHEMICAL FEED PUMP FERRIC CHLORII	3,531.48
TOTAL FOR: FLUID PROCESS EQUIPMENT INC		3,531.48
-----		
003081	GRIFFIN PEST SOLUTIONS INC	
2022.04	DPW - ANNUAL TERMITE PROTECTION	312.00
TOTAL FOR: GRIFFIN PEST SOLUTIONS INC		312.00
-----		
004136	DICKINSON WRIGHT PLLC	
057657/00016	2022 GOLT BOND	7,500.00
TOTAL FOR: DICKINSON WRIGHT PLLC		7,500.00
-----		
004173	AERZEN USA CORPORATION	
SEPI-22-001649	WR - OIL (3)	353.82
TOTAL FOR: AERZEN USA CORPORATION		353.82
-----		
004187	BRIDGES OF HOPE, ALLEGAN COUNTY	
2022.04REFUND	PARK RESERVATION - CANCELLATION REFUND	50.00
TOTAL FOR: BRIDGES OF HOPE, ALLEGAN COUNTY		50.00
-----		
004190	WATERSOLVE LLC	
9325	WR - POLYMER SOLVE 137	1,095.00
TOTAL FOR: WATERSOLVE LLC		1,095.00
-----		
004241	GHD SERVICES INC	
340-0025999	MILL DEMO SERVICES THROUGH 04/02/2022	6,941.17
TOTAL FOR: GHD SERVICES INC		6,941.17
-----		
004812	FISH WINDOW CLEANING	
2647-108773	WR WINDOW CLEANING	70.00
2647-108977	DPS WINDOW CLEANING	165.00
TOTAL FOR: FISH WINDOW CLEANING		235.00
-----		
004853	RICHARD POSTEMA ASSOCIATES	
5717 - 1	INDUSTRIAL PARK EXPANSION - EXISTING CONDITIO	2,000.00
5717 - 2	INDUSTRIAL PARK EXPANSION - PRELIM ENGINEERI	5,500.00
TOTAL FOR: RICHARD POSTEMA ASSOCIATES		7,500.00
-----		
004855	PLAINWELL ACE HARDWARE	
10019	DPW - MISC FASTENERS FOR HYDRANT REPAIR	24.64
10035	DPW - HYDRANT REPAIR PARTS	3.26
10040	DPW - HYDRANT REPAIR PARTS	3.96
10041	DPW - HYDRANT REPAIR PARTS	2.08
10053	DPW - MISC FASTENERS - TOOL ROOM	0.70

10056		DPW - SPRAY PAINT & MISC FASTENERS FOR SHOP	16.72
10067		DPW - SPRAY PAINT FOR GRAFFITI UNDER M89 BRIL	27.96
10073		DPW - PAINT OVER GRAFFITI ON M89 BRIDGE	4.59
10076		WR - CLEANING SUPPLIES, GARDEN HOSE, NOZZLE &	136.88
10082		DPW - PARK BATHROOM CLEANING SUPPLIES	62.26
10089		DPW - HANG HISTORICAL PLAQUE ON DOG & BANK	1.88
10094		DPW - NO TRESSPASSING SIGN JERSEY ST CITY LOT	7.96
10098		DPW - GRASS SEED (RESTORE FROM PLOWING & H'	109.99
10099		WR - OIL DRI (2)	23.98
10132		DPW - BATTERIES FOR GARAGE DOOR OPENER	11.99
10135		DPW - MOWER PARTS	21.16
10143		DPW - PREEN FOR FLOWER BEDS	43.98
10147		WR - GRASS FERTILIZER & PVC BUSHINGS	28.17
TOTAL FOR: PLAINWELL ACE HARDWARE			532.16
-----			
004894	ASCENSION MI EMPLOYER SOLUTIONS		
	453218	DOT PHYSICAL 12/21/2021 - REEVES	70.00
TOTAL FOR: ASCENSION MI EMPLOYER SOLUTIONS			70.00
-----			
004902	BLOOM SLUGGETT PC		
	22552	LEGAL SERVICES MARCH 2022	3,030.00
TOTAL FOR: BLOOM SLUGGETT PC			3,030.00
-----			
005038	BARNES & THORNBURG LLP		
	2602248	LEGAL SERVICES THROUGH 03/31/2022	118.00
TOTAL FOR: BARNES & THORNBURG LLP			118.00
-----			
005047	STAPLES, INC.		
	3504110827	CH OFFICE SUPPLIES - FLASH DRIVE	38.49
	3504742121	CH SUPPLIES - CLOROX & C FOLD TOWELS	53.04
TOTAL FOR: STAPLES, INC.			91.53
-----			
005073	HAVILAND PRODUCTS COMPANY		
	430122	WR - CHLORINE GAS (4) & SULFUR DIOXIDE (4)	1,680.00
TOTAL FOR: HAVILAND PRODUCTS COMPANY			1,680.00
-----			
005099	TRITERRA LLC		
	06468	112 N MAIN - MEDC CDBG ENVIRONMENTAL ASSES	2,675.00
TOTAL FOR: TRITERRA LLC			2,675.00
-----			
005100	COLBY INVESTIGATIONS LLC		
	PLAIN 22-1	BACKGROUND INVESTIGATION - DPS DIRECTOR POS	1,249.60
TOTAL FOR: COLBY INVESTIGATIONS LLC			1,249.60
-----			
999999	PASSIFLORA		
	2022.04GOLDEN	GOLDEN TICKET - MIDWAY DOLLARS	10.00
TOTAL FOR: PASSIFLORA			10.00
-----			

REFUND UB	TUSTIN ASPHALT SEALING		
	04/18/2022	UB refund for account: 05-00078322-01	483.90
TOTAL FOR: TUSTIN ASPHALT SEALING			483.90

TOTAL - ALL VENDORS 51,835.58

INVOICE AUTHORIZATION	
<b>Person Compiling Report</b>	<b>Brian Kelley, City Clerk/Treasurer</b>
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:  <div style="display: flex; align-items: center; justify-content: center;"> <div style="text-align: center; margin-right: 20px;"> <p><b>Amanda Kersten</b></p> </div> <div style="font-size: 0.8em; color: #ccc;"> <p>Digitally signed by Amanda Kersten              DN: cn=Amanda Kersten, o=City of Plainwell, ou=City Hall,              email=akersten@plainwell.org, c=US              Date: 2022.04.21 13:16:08 -04'00'</p> </div> </div>	Insert Signature:  <div style="display: flex; align-items: center; justify-content: center;"> <div style="text-align: center; margin-right: 20px;"> <p><b>Brian Kelley</b></p> </div> <div style="font-size: 0.8em; color: #ccc;"> <p>Digitally signed by Brian Kelley              Date: 2022.04.22 11:54:53 -04'00'</p> </div> </div>
<b>Bryan Pond, Water Renewal Plant Supt.</b>	<b>John Varley, Public Safety Deputy Director</b>
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:
<b>Bob Nieuwenhuis, Public Works Supt.</b>	<b>Erik J. Wilson, City Manager</b>
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:  <div style="display: flex; align-items: center; justify-content: center;"> <div style="text-align: center; margin-right: 20px;"> <p><b>Robert Nieuwenhuis</b></p> </div> <div style="font-size: 0.8em; color: #ccc;"> <p>Digitally signed by Robert Nieuwenhuis              Date: 2022.04.21 14:24:46 -04'00'</p> </div> </div>	Insert Signature:  <div style="display: flex; align-items: center; justify-content: center;"> <div style="text-align: center; margin-right: 20px;"> <p><b>Erik Wilson</b></p> </div> <div style="font-size: 0.8em; color: #ccc;"> <p>Digitally signed by Erik Wilson              Date: 2022.04.22 14:17:02 -04'00'</p> </div> </div>

04/21/2022

CHECK REGISTER FOR CITY OF PLAINWELL  
CHECK DATE FROM 04/12/2022 - 04/22/2022

Check Date	Check	Vendor Name	Description	Amount
<b>Bank CBGEN Huntington Bank - formerly Chemical Bank</b>				
<b>Check Type: EFT Transfer - Automatic Payments</b>				
04/12/2022	1900(E)	SILVERSCRIPT INSURANCE COMPANY	APRIL 2022 RETIREE PRESCRIPTION COVERAGE	26.60
04/12/2022	1901(E)	SILVERSCRIPT INSURANCE COMPANY	APRIL 2022 RETIREE PRESCRIPTION COVERAGE	26.60
04/15/2022	1902(E)	HUNTINGTON NATIONAL BANK	MARCH 2022 HUNTINGTON BANK SERVICE FEES	76.84
Total EFT Transfer:				130.04

**Bank UBAP United Bank - General Checking****Check Type: ACH Transaction - Property Tax Distributions**

04/22/2022	619(A)	ALLEGAN AREA EDUCATION SVC AGENCY	2021 DELQ PP TAX DISTRIBUTION W/E 04/16/	722.86
04/22/2022	620(A)	ALLEGAN COUNTY TREASURER	2021 DELQ PP TAX DISTRIBUTION W/E 04/16/	265.77
04/22/2022	621(A)	PLAINWELL COMMUNITY SCHOOLS	2021 DELQ PP TAX DISTRIBUTION W/E 04/16/	1,554.75
04/22/2022	622(A)	RANSOM DISTRICT LIBRARY	2021 DELQ PP TAX DISTRIBUTION W/E 04/16/	111.99
Total ACH Transaction:				2,655.37

**Check Type: EFT Transfer - Automatic Payments**

04/12/2022	623(E)	UNITED BANK	ACH FEE - PAYROLL TRANSFER	7.00
04/14/2022	624(E)	UNITED BANK	ACH FEE - UB PAYMENT UPLOAD	7.00
04/20/2022	625(E)	UNITED BANK	ACH FEE - TAX DISTRIBUTION DPP	7.00
Total EFT Transfer:				21.00

**Check Type: Paper Check - Manual Checks**

04/13/2022	18574	CONSUMERS ENERGY	MARCH 2022 ELECTRIC - 934 IND PKWY, STRE	3,235.39
04/13/2022	18575	CHARTER COMMUNICATIONS	CITY HALL PHONES/TV/INTERNET THROUGH 05/	499.45
04/14/2022	18576	MELCHING, INC.	MILL DEMO PROJECT THROUGH 03/09/2022 - P	191,501.37
04/22/2022	18577	ALLEGAN AREA EDUCATION SVC AGENCY	2021 IFT DISTRIBUTION - LOCAL SHARE	4,621.60
04/22/2022	18578	ALLEGAN COUNTY TREASURER	SUPPLEMENTAL 2021 IFT DISTRIBUTION	177.29

04/22/2022	18579	PLAINWELL COMMUNITY SCHOOLS	SUPPLEMENTAL 2021 IFT DISTRIBUTION	1,037.14
04/22/2022	18580	RANSOM DISTRICT LIBRARY	SUPPLEMENTAL 2021 IFT DISTRIBUTION	74.71
04/22/2022	18581	STATE OF MICHIGAN	2021 IFT DISTRIBUTION - STATE SHARE AAES	43,769.23
04/20/2022	18582	MICHIGAN GAS UTILIITIES CORP	GAS UTILITY THROUGH 04/11/2022	4,750.61
04/20/2022	18583	AMERICAN OFFICE SOLUTIONS	DPS COPIER USAGE MARCH 2022	139.52
04/20/2022	18584	CHARTER COMMUNICATIONS	AIRPORT INTERNET THROUGH 05/06/2022	84.00
04/20/2022	18585	PLAINWELL ACE HARDWARE	GOLDEN TICKETS - MIDWAY CHEVY DOLLARS	65.00
04/20/2022	18586	SEMI ACADEMY	CDL TRAINING & TESTING - A SHANNON	2,650.00

Total Paper Check: 252,605.31

REPORT TOTALS:

Total of 23 Checks:	255,411.72
Less 0 Void Checks:	0.00
Total of 23 Disbursements:	<b>\$ 255,411.72</b>

## Off Cycle Payment Authorization

### Brian Kelley, City Clerk/Treasurer

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

Insert Signature:

**Brian Kelley**

Digitally signed by Brian Kelley  
Date: 2022.04.21 11:53:48 -04'00'

### Erik J. Wilson, City Manager

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

Insert Signature:

**Erik Wilson**

Digitally signed by Erik Wilson  
Date: 2022.04.22 14:16:11 -04'00'

# Allegan County Administrative Offices



County Services Building  
3283 – 122<sup>nd</sup> Avenue  
Allegan, MI 49010  
269.673.0203

April 14, 2022

## Board of Commissioners Update Administrator's Report

### ENGAGEMENT

#### Employment

2021 as of Quarter 4:

<b>TURNOVER/RETENTION (Regular FT &amp; PT Only)</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>
# of Terminations (includes Retirees)	8	11	13	18
Average length of tenure of terminated REG employees	4.275	13.54	4.4	9.1
Turnover % of new REG employees (<=1 year)	12.50%	36.00%	38.40%	33.00%
Turnover % of REG employees	2.00%	2.80%	3.30%	4.60%
Total average number of REG Employees	384	388	387	390
<b>RECRUITMENT</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>
Jobs Posted	17	16	15	22
# of Days to Hire (KPI)	67.5	77.1	76.6	48.8
# of New Hires	22	26	23	19
# of Promotions or Transfers	9	4	15	8

Current Number of Active Regular Full-Time and Regular Part-Time Employees: 399

*New Hires:* 14

<b>Last Name</b>	<b>First Name</b>	<b>Position</b>	<b>Department</b>
Atchinson	Kirsten	Finance Specialist	Finance
Beltran	Miah	Call-In Treatment Specialist	Cheever Treatment Center
Deurloo	Steven	Seasonal Maintenance	Parks and Recreation
Hayes	Larry	Seasonal Maintenance	Parks and Recreation
Healy	Elizabeth	Public Health Specialist PIO	Health Department
Henry	Christopher	Assistant Public Defender	Public Defender
Markel	Grant	Epidemiologist	Health Department
Morgan	James	Seasonal Maintenance	Parks and Recreation
Payne	Stacey	Seasonal Maintenance	Parks and Recreation
Schafer	Kellee	Janitor	Facilities
Schwartz	Emily	Call-In Treatment Specialist	Cheever Treatment Center
Silverstein	Mariah	Assistant Public Defender	Public Defender

Strickfaden Jr	Russell	Transit Vehicle Technician	Transportation
Tackett	Andrea	Irregular Courthouse Security	Sheriff's Office
Larsen	Michael	County Undersheriff	Sheriff's Office

*Left Employment: 4*

Last Name	First Name	Position	Department
Akers	Ashley	Irregular Deputy/Courthouse Security	Sheriff's Office
Fletcher	Becky	Janitor	Facilities
McFanin	Gail	Administrative Specialist	Sheriff's Office
Vandenberg	Terry	Deputy Sheriff	Sheriff's Office

*Promotions/Transfers: 1*

Last Name	First Name	New Position	Department
Looman	Diane	Administrative Specialist	Sheriff's Office

*Current Open Positions: 25*

Position	Department	Current Status
Administrative Assistant II	Sheriff's Office	Unfilled
Administrative Assistant III	Sheriff's Office – Corrections	Unfilled
Assistant Detention Director	Youth Home	Unfilled
Corrections Lieutenant	Sheriff's Office – Corrections	Will not be filled until late 2022/early 2023
Corrections Officer	Sheriff's Office – Corrections	Candidate identified – start date to be determined
Corrections Officer	Sheriff's Office – Corrections	Unfilled
Corrections Officer	Sheriff's Office – Corrections	Unfilled
Corrections Officer	Sheriff's Office – Corrections	Unfilled
Corrections Officer	Sheriff's Office – Corrections	Unfilled
Deputy Circuit Court Clerk (PT20)	County Clerk	Unfilled
Deputy Drain Commissioner – Engineer	Drain Office	Unfilled
Deputy Sheriff	Sheriff's Office	Candidate identified – start date is 4/18/2022
Deputy Sheriff	Sheriff's Office	Candidate identified – start date is 4/18/2022
Deputy Sheriff	Sheriff's Office	Unfilled
Drain Maintenance Technician	Drain Office	Unfilled
IRPT Janitor	Facilities	Candidate identified – start date 4/11/2022
IRPT Janitor	Facilities	Unfilled
Janitor	Facilities	Candidate identified – start date to be determined
Program Coordinator	Transportation	Unfilled
Seasonal Park Ranger	Parks and Recreation	Candidate identified – start date to be determined
Seasonal Park Ranger	Parks and Recreation	Candidate identified – start date to be determined
Seasonal Park Ranger	Parks and Recreation	Candidate identified – start date to be determined
Treatment Specialist (FT 36)	Cheever Treatment	Unfilled

	Center	
Youth Specialist (PT32)	Youth Home	Unfilled

For more information regarding the above, please contact Lyn Holoway, HR Manager at (269) 673-0537.

**Recruiting at Allegan County** (Last reported October 28, 2021) – We continue to see trends, resulting from a tightened labor market, which is leading to a lower number of qualified applicants, positions becoming hard to fill, and the need to move quickly in our processes. It has been important to keep applicants updated at all stages of the recruitment process and give realistic timelines so we are not losing them due to lack of communication.

Currently, when a termination/resignation/retirement occurs, we request the position to be backfilled and once approved will post it online to job boards, websites, Facebook, etc. and wait for candidates to apply. We are acting on a “need-to” basis to fill a position once an employee has left.

Moving forward, we are introducing more proactive type of recruiting where we are addressing and planning for retirements, turnover, additional positions being created, and future needs of the department in the next one, three, or five years, for example. If we can identify these early, it can help us in outreach efforts to potential candidates and allow us to engage with the market to build a pool before a position is open.

One way we can engage in this type of recruitment is through the use of on-line recruiting tools. Using this platform it would allow us to gain exposure and market Allegan County to candidates on a proactive professional network. We would also be able to engage with candidates on a different level with these types of accounts because it gives us access to a broader pool of candidates than those that are directly linked to us in our social networks.

Another proactive outreach method used has been career fairs. During the pandemic many career fairs were not being held, but the department will be resuming attendance at career fairs held by colleges, universities, and local agencies to increase our presence and build candidate pools for future positions. It is a great way for us to market ourselves and network with potential applicants. For more information regarding the above, please contact Lyn Holoway, HR Manager at (269) 673-0537.

**OPERATIONS**

**Facility Master Planning** – Following the February 22, kickoff meeting to begin discussing courthouse space needs, service area leaders were requested to submit their current state and future state needs to the Executive Director of Operations by March 31. This information is being compiled into a master document to review at the next planning meeting scheduled for April 26. For more information, please contact Steve Sedore, Executive Director of Operations, at [ssedore@allegancounty.org](mailto:ssedore@allegancounty.org).

**National Public Safety Telecommunicators Week** – Every year during the second week of April, the telecommunications personnel in the public safety community, are honored. This week-long event, initially set up in 1981 by Patricia Anderson of the Contra Costa County Sheriff’s Office in California, is a time to celebrate and thank those who dedicate their lives to serving the public. It is a week that should be set aside so everyone can be made aware of their hard work and dedication. For 2022, the Allegan County Central Dispatch will be celebrating its Public Safety Telecommunicators April 10 – April 16. For additional information contact Jeremy Ludwig, Director of Central Dispatch at [jludwig@allegancounty.org](mailto:jludwig@allegancounty.org).

**Community Mental Health (CMH) New Building** – Renovation of the new CMH building is moving quickly. Work is underway to provide consultation expertise in the elements relating to technology, buildings and grounds. Meetings occur biweekly with stakeholders to review progress and identify any issues/concerns. Based on the current timeline, construction should be completed by the end of 2022. For more information, please contact Steve Sedore, Executive Director of Operations, at [ssedore@allegancounty.org](mailto:ssedore@allegancounty.org).



**Final Conversions to PFN** – The final conversion (partial) of 911 trunks to PFN is scheduled for Wednesday, April 13, starting at 10AM. Currently, there are only two end offices ready, Holland and Otsego. The rest of the offices are anticipated to be ready in the next several weeks. Once all the AT&T Offices that serve Allegan County are converted, all 911 calls will be delivered to Allegan County Central Dispatch on PFN’s 911 next generation fiber optic network. For additional information contact Jeremy Ludwig, Director of Central Dispatch at [jludwig@allegancounty.org](mailto:jludwig@allegancounty.org).

**Mobile Computer Terminals (MCT)** – Work will begin over the next 60 days to replace the law enforcement MCT’s. Using an electronic scheduling solution, officers will be able to sign up for installation dates and times during this window. The new solution replaces the seven (7) year old units in that law enforcement vehicles with new and more advanced technologies. For more information, please contact Randy Vanatter, Technical Services Manager, at [rvanatter@allegancounty.org](mailto:rvanatter@allegancounty.org).

## FINANCIAL STABILITY

**State Revenue/Adult-Use Marijuana Payments** – Annually, the Michigan Department of Treasury distributes revenue received from marijuana retail stores. Counties split fifteen (15) percent of the total revenue received, based on the number of establishments located within their borders. Cities and townships split an additional fifteen (15) percent; thirty-five (35) percent goes to the State School Aid Fund for K-12 education; the final thirty-five (35) percent is directed to the Michigan Transportation Fund, to be used for the repair and maintenance of roads and bridges. This year, Allegan County will receive \$56,453.44 per licensed store, for a total of \$282,267.20. Last year, the County received \$28,001.32, which represented the revenue associated with one retail establishment. For more information please contact Lorna Nenciarini, Executive Director of Finance at [lnenciarini@allegancounty.org](mailto:lnenciarini@allegancounty.org).

**ARPA “Revenue Loss” Category** – April 30<sup>th</sup> is the deadline for the County to submit its January – March quarterly report of American Rescue Plan Act (ARPA) spending. This is the first report that may be filed using the Final Rule, as opposed to the Interim Final Rule. The Final Rule includes a one-time offer – that must be claimed on this report - to claim ten million dollars of revenue loss without having to use complex formulas. This does not mean that the County will receive an additional \$10 million in ARPA funds. Rather, it would allow the County to report expenditures under the “revenue loss” category, which seems to have more streamlined reporting than the 65 other reporting categories. Claiming this revenue loss will preserve maximum flexibility for the County, with no negative impacts. For more information please contact Lorna Nenciarini, Executive Director of Finance at [lnenciarini@allegancounty.org](mailto:lnenciarini@allegancounty.org).

## SERVICES

**Social Media Campaign** – The Resource Recovery Program has created a new social media campaign to educate our residents. Residents may now visit the Health Department’s Facebook or Twitter page to learn how to manage materials and to learn more about the services offered through the Resource Recovery Program. The campaign is scheduled through July 2022, but may continue if found to have an impact based upon social media platform analytics. For more information, please contact Rosemary Graham, Resource Recovery Coordinator, at [rgraham@allegancounty.org](mailto:rgraham@allegancounty.org).

**Materials Management Guide** – The Resource Recovery Program has created a new online tool to deliver accessible service and educate our citizenry. Residents may now visit the county’s ‘[How to Reuse, Recycle or Dispose of Your Refuse](#)’ webpage and select their city or township to learn how to manage many common items. The guide is still under construction, but updates will continue while the guide expands to include more items. For more information, please contact Rosemary Graham, Resource Recovery Coordinator, at [rgraham@allegancounty.org](mailto:rgraham@allegancounty.org).

**Michigan Local Public Accreditation Cycle 7** – Due to the pandemic response and local public health leading those responses in their jurisdiction, the Michigan Local Public Health Accreditation Program (MLPHAP) has been paused since March 13, 2020; Attachment A. The Michigan Departments of Health

and Human Services; Agriculture and Rural Development; and Environment, Great Lakes, and Energy have jointly decided to end Accreditation Cycle 7. The ending of Cycle 7 means that no further reviews will take place for the Cycle. The 10 local health departments not completing On-Site Reviews in Cycle 7 will retain their accredited status until their subsequent Accreditation. Allegan County Health Department will not have their September of 2022 review but the Health Officer is seeking clarification on if Allegan County will still have to provide the Plan of Organization in July to MDHHS. If you have any questions please reach out to the Health Officer, Angelique Joynes @ [ajoynes@allegancounty.org](mailto:ajoynes@allegancounty.org).

**Environmental Health Field Team Service Delivery Update** – Currently, 100% of the eligible applications, received through March 13, were issued within the timeframe (2/19/2022 – 3/13/2022), the 14 business day benchmark, attachment B. 100% of all customers (3/7/2022 – 3/27/2022) were contacted within 5 business days of submitting their application. We have been able to meet these metrics the majority of the time because we currently have CDC Foundation staff who are doing case investigation and other activities related to COVID-19 and our cases are low. It should be noted that as those resources are discontinued (July 2022) the benchmarks may not be met due to mandated timely case investigations. If you have any questions please contact Randy Rapp at [rrapp@allegancounty.org](mailto:rrapp@allegancounty.org)

**Environmental Health Field Team Harmful Algal Bloom (HAB) Grant Update** – The Michigan Department of Health and Human Services (MDHHS) continues public health response to harmful algal blooms (HABs) in Michigan, the agency acknowledges the critical onsite efforts undertaken by the Allegan County Health Department (ACHD) to identify and characterize HABs and to minimize human and animal exposures and related illnesses. To further assist and support ACHD in these efforts, MDHHS offered a one-time effort to expand testing and knowledge of cyanotoxins caused by HABs during the 2022 season. This effort will be supplemental to the sampling and testing that is already done for HABs by Michigan Department of Environment, Great Lakes and Energy (EGLE). As a part of this effort, MDHHS is supplying rapid microcystin test kits and water sampling supplies to the ACHD. The ACHD will also be provided with supplies to submit water samples to the MDHHS Bureau of Laboratories for confirmatory cyanotoxin testing. Staff participation in this project is the responsibility of the ACHD, and staff hours will be funded by the ACHD. ACHD will be responsible for reporting environmental and sampling data to MDHHS at least weekly. This project will include a training by EGLE to learn how to identify HABs and use the test kits. This training will take place in April either virtually or in-person. ACHD will also need to virtually meet with MDHHS to review the guidelines, evaluate sampling strategies, and discuss potential waterbodies for sampling. The ACHD is aligning this grant with services that we currently offer because this grant does not cover staff time, only testing. This will allow the ACHD to broaden its coverage with no additional costs the Health Department. This early detection of HABs will help the ACHD protect community members and their pets from HABs. If you have any questions, please contact Randy Rapp at [rrapp@allegancounty.org](mailto:rrapp@allegancounty.org)

**Environmental Health Field Team Ground Water Study Ad-Hoc Work Group Update** – The Ground Water Study Ad-Hoc Work Group (GWSAHWG) met for the first time on March 23, 2022. There were nine (9) out of the ten (10) members present, with six (6) individuals observing. Among the topics discussed was the team charter. The tasks and directives from the Board of Commissioners highlighted and explained to the work group. Another topic included the proposals from some local units of government regarding the distribution of the American Rescue Plan Act (ARPA) funds. Although each project was well presented and would benefit the communities where they would be installed, the work group thought it would be more prudent to look at a County-wide picture rather than to look at the merit, in general, of each project individually. Therefore, the work group decided they will not make recommendations to the Board of Commissioners (BOC) regarding the distribution of ARPA funds for the projects. The work group voted to meet on the first and third Wednesdays of each month, with the next meeting scheduled for April 6, 2022. If you have any questions please contact Randy Rapp at [rrapp@allegancounty.org](mailto:rrapp@allegancounty.org).

**COVID-19 Update** – In an effort to keep the Board more directly informed on the continuing pandemic, a special BOC report has been developed by Public Health (Attachment C). While the data is already shared and accessible through several venues, this report will make it easier for commissioners to have direct, focused access to the information. The report is planned to be bi-weekly and a regular part of the

Administrative updates. To provide feedback on the report design/concept or for more information, please contact Angelique Joynes, Health Officer at [ajoynes@allegancounty.org](mailto:ajoynes@allegancounty.org).

**Gun Lake Park Updates** – The Gun Lake Boat launch replacement by the Department of Natural Resources (DNR) is scheduled to start the first week of May. The launch may be closed for up to two weeks during construction. Parks staff has already meet with DNR staff on site to determine material staging. Working with the DNR to complete this project has saved the county an estimated cost savings of \$63,000 from original contractor bid that we received in 2019. The DNR costs (wages/equipment) will be \$25,000 with the County applying/paying for the EGLE permit and purchase materials (pre-cast concrete boat ramp planks and limestone). These costs are estimated to be around \$22,000 bring the total project to an estimated \$47,000. Once the launch is complete the dock and pay machine will be installed and immediately operational. In addition, the Michigan Natural Resource Trust Fund Grant was submitted prior to its April 1, 2022 due date. Results of this grant request should be known by December 2022. For additional information, please contact the Park Manager, Brandy Gildea at [bgildea@allegancounty.org](mailto:bgildea@allegancounty.org).

**LG Energy Solution Expansion** – On February 13, 2022, after the required Public Hearing, the Board of Commissioners approved the Community Development Block Grant application for the LG Energy Solutions expansion project in Holland. Since then, the County developed and issued a Request for Proposal (RFP), reviewed bids, and hired an environmental consultant to conduct the required environmental review; the State Historic Preservation Office (SHPO) also performed their review. The County met the expedited 60 day timeline (including a 30 day public review and comment period) that was requested by the State and the company. On April 8, the Michigan Economic Development Corporation (MEDC) authorized LG Energy Solutions to begin construction. In addition, a wetland delamination review was conducted on the property. The County has developed and released an RFP to hire a Certified Grant Administrator (CGA) to oversee the grant management and reporting to the State. The CGA is required by the granting source; this cost will be reimbursed by the MEDC. This project is expected to result in over \$1.7 billion in investment and the creation of 1,200 jobs with 51% of the jobs to be filled by low to moderate income people. For additional information contact Dan Wedge, Executive Director of Services at 269-686-4529 or [dwedge@allegancounty.org](mailto:dwedge@allegancounty.org).

**MIDC Compliance Planning** – The Office of Public Defender has the following personnel changes to report:

- Allegan Office Assistant Public Defender position – Mariah Silverstein started March 28, 2022, as OPD's new Allegan Office Assistant Public Defender.
- Van Buren Office Assistant Public Defender position – Christopher Hemry started April 4, 2022 as OPD's new Van Buren Office Assistant Public Defender.
- Deputy Chief Public Defender, Jessica Winsemius, has left OPD to pursue other professional opportunities. Jessica served indigent defendants and OPD as Deputy Chief, with distinction, for the last two (2) years and her legal expertise and problem solving acumen will be sorely missed. OPD is working to identify qualified candidates to fill its open Deputy Chief Public Defender position.

For additional information please contact Chad D. Catalino at [ccatalino@allegancounty.org](mailto:ccatalino@allegancounty.org).

**Holistic Defense Project** – The Office of Public Defender (OPD) is pleased to announce that OPD's Lead In-house Social Worker, Whitney Gibson, has expanded OPD's Holistic Defense Social Work Internship Program, securing qualified Social Work Interns for the coming academic year in partnership with Grand Valley State University, Hope College and Andrews University. Additionally, OPD continues to work with its partner Colleges and Universities as presenters at various seminars and classes to expand interest in Holistic Defense opportunities through OPD. Furthermore, OPD would like to congratulate our current Social Work Interns, Taylor Otto and Emily Feaster, for their hard work and professionalism in advocating for indigent defendants as well as diligently helping OPD expand its outreach during their yearlong internships with OPD. OPD wishes Taylor and Emily good fortune as they move on to the next phases of their academic pursuits and professional opportunities. For additional information please contact Whitney Gibson at [wgibson@allegancounty.org](mailto:wgibson@allegancounty.org).



STATE OF MICHIGAN

DEPARTMENT OF HEALTH AND HUMAN SERVICES

LANSING

GRETCHEN WHITMER  
GOVERNOR

ELIZABETH HERTEL  
DIRECTOR

TO: Local Health Department Health Officers; Michigan Association for Local Public Health; and MDHHS, MDARD, and EGLE Program Staff participating in the Michigan Local Public Health Accreditation Program

FROM: Laura de la Rangel

DATE: March 24, 2022

SUBJECT: COVID-19 Accreditation Pause – Michigan Local Public Health Accreditation Program Cycle 7

The Michigan Local Public Health Accreditation Program (MLPHAP) has been paused since March 13, 2020 in response to the COVID-19 pandemic. The Michigan Departments of Health and Human Services; Agriculture and Rural Development; and Environment, Great Lakes, and Energy have jointly decided to end Accreditation Cycle 7.

The ending of Cycle 7 means that no further reviews will take place for the Cycle. The 10 local health departments not completing On-Site Reviews in Cycle 7 will retain their Accredited status until their subsequent Accreditation. A separate communication will be sent to local health departments with remaining Cycle 7 Corrective Plans of Action (CPAs) to complete the Accreditation decision. The Accreditation program will provide to state programs guidance for setting of realistic and flexible timelines based on local health department capacity for completion of CPAs.

In addition to recognizing the immense workload and stresses placed on public health staff over the past two years of the pandemic, the ending of Cycle 7 acknowledges the lack of timeliness and relevance of reviewing materials from as many as five years ago to make an Accreditation decision today.

More information and discussions regarding Cycle 8 and the restart of Accreditation with partners at the state and local levels will be forthcoming. Currently partners are exploring utilizing Cycle 8 to support local health departments as they recover and rebuild from COVID-19 response, focusing on technical assistance and training. State programs will be working with local health department staff to ensure staff have the knowledge, skills, and tools necessary to fully implement their programs through training, technical assessment, and consultation. Look for more information in the coming months.

If you have any questions or feedback, please contact Jessie Jones at MPHI, by email at [jjones@mphi.org](mailto:jjones@mphi.org) or phone at 517-324-8387. As always, thank you for your dedication to the health of all Michiganders.

c: Jessie Jones  
Dana DeBruyn  
Sean Dunleavy

## Environmental Health - Benchmark Data Board of Commissioner Report



	January		February		March	April	May	June	July	August	September	October	November	December
Total Applications Received for the Month	135		166		186									
14 Business Days for the Month are Permits received during	12/23 thru 1/7	1/8 thru 1/23	1/24 thru 2/6	2/7 thru 2/18	2/19 thru 3/13									
Incomplete and/or Unpaid Submissions within 14 Business Days	5	5	14	19	18									
Total Eligible for Completion within 14 business day window	37	31	62	79	91									
Submissions Not Completed within Eligible Time Period	2	0	0	1	0									
Total Completed	35	31	62	78	91									
Percentage Complete	95%	100%	100%	99%	100%									

Applications completed prior to 14 day turnaround (only those with proper documentation and fees paid): **Total Completed divided by Total Eligible for Completion within 14 business day window = Percentage Complete**

Number	Percentage
91/91	100%

**14 business days from February 19 - March 13**

	January		February		March	April	May	June	July	August	September	October	November	December
Total Applications Received	135		166		186									
5 Business Days for Communication	1/10 thru 1/23	1/24 thru 2/6	2/7 thru 2/18	2/19 thru 3/6	3/7 thru 3/27									
Total Eligible for Communication	36	76	98	73	103									
Total Not Communicated to within 5 Business Days	1	0	2	0	0									
Total Communicated to within 5 Business Days	35	76	96	73	103									
Percentage Complete	97%	100%	98%	100%	100%									

Customers that have been contacted within 5 business days: **Total Communicated to within 5 Business Days divided by Total Eligible for Communication**

Number	Percentage
103/103	100%

**5 business days from March 6 - March 27**

# Environmental Health - Total Services Board of Commissioner Monthly Report



## APPLICATIONS RECEIVED

	January	February	March	April	May	June	July	August	September	October	November	December	YTD Total
Well	40	45	52										137
Septic	32	56	53										141
Loan Eval.	7	13	7										27
MDHHS Eval.	5	7	3										15
SESC	36	26	47										109
Raw Land/Soil Eval.	15	19	21										55
Investigative Fieldwork	0	0	3										3
<b>Monthly Totals</b>	135	166	186	0	0	0	0	0	0	0	0	0	487

## SERVICES PROVIDED

PERMITS ISSUED	January	February	March	April	May	June	July	August	September	October	November	December	YTD Total
Well	37	37	52										126
Septic	36	40	63										139
Loan Eval.	3	13	11										27
MDHHS	5	7	5										17
SESC	31	38	35										104
Raw Land/ Soil Eval.	11	17	13										41
<b>Monthly Totals</b>	123	152	179	0	0	0	0	0	0	0	0	0	454

Other Services Completed	January	February	March	April	May	June	July	August	September	October	November	December	YTD Total
Well Finals	87	85	29										201
Septic Finals	21	14	29										64
SESC Inspections	10	14	14										38
Investigative Fieldwork	0	0	3										3
<b>Monthly Totals</b>	118	113	75	0	0	0	0	0	0	0	0	0	306

<b>Total Services Provided</b>	241	265	254	0	0	0	0	0	0	0	0	0	1520
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# COVID-19 BOARD OF COMMISSIONER UPDATE

APRIL 12, 2022

Data as of April 11, 2022

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EXECUTIVE SUMMARY

The following report contains COVID-19 related data from March 25, 2022 to April 7, 2022, on the 5 mitigation components Allegan County Health Department (ACHD) previously identified. Test positivity and new weekly cases have remained low in Allegan County as we are still in a low COVID-19 community level. ACHD continues to recommend individuals stay up to date with their vaccines, seek testing, and stay home if they are sick during this post-surge recovery phase. On March 29, the FDA granted authorization for a second booster dose recommendation for immunocompromised individuals and individuals over the age of 50. The goal of this recommendation is to reduce the risk of severe illness, hospitalization, and death for these individuals if they contract COVID-19. The second booster dose should be given at least 4 months after their first booster (whether they received a Pfizer, Moderna, or Johnson & Johnson booster). Getting a second booster is not necessary to be considered up to date on COVID-19 vaccines at this time. ACHD is updating existing communication materials and providing health education to the public on social media and in our newsletter on this change. For more information about second booster dose authorization, visit [here](#).

ACHD continues to plan and prepare for the next potential surge in cases and the instance of a new variant in the community. ACHD has worked with Emergency Management and deployed an After Action Survey to the Allegan County community in order to gain feedback on how emergency preparedness activities can be improved on for future circumstances. The After Action Survey is open until April 19, and once it closes, ACHD will analyze the data to inform recommended changes to our All Hazards Plan.

ACHD provides education surrounding COVID-19 on social media and in our monthly newsletter to ensure residents have the tools and information needed surrounding masks, testing, and vaccination to help inform individual decisions or prepare for future surges. Multiple units of government and libraries in the County have adult and child size KN95 masks for community members to pick-up, with two libraries in the County also offering at-home test kits to pick up. These locations can be view on our COVID-19 webpage under [Masking Resources](#) and [Testing Resources](#). Masks continue to be available for pick up in the lobby of the Human Service Building Monday-Friday from 8:30 am to 4:30 pm as well.

ACHD published updated School Guidance Documents, reflecting quarantine changes and new COVID-19 community level framework. These documents can be view on our [School Resources webpage](#). ACHD is updating our Workplace toolkit for businesses reflecting these changes as well. This updated toolkit will be posted on our [Business webpage](#) once finalized.

ACHD has been looking into additional mitigation information to share with businesses and schools, including the importance of improving ventilation and filtration indoors. A [guide](#) found in [Your Local Epidemiologist’s newsletter on ventilation and filtration](#) outlines tools that schools can use from ‘Schools for Health’ to ensure proper air quality in classrooms as a tool to prevent the spread of COVID-19. Improving ventilation and filtration is an important mitigation measure that adds another layer of protection against COVID-19 and other communicable diseases.

ACHD stresses the importance of testing before and after vacation in order to prevent the spread of COVID-19. ACHD has provided resources to residents on where they can get tested for no cost throughout Allegan County, and will continue to post this information in our monthly newsletter.

COVID-19 MITIGATION COMPONENTS





Allegan County currently is in a low community transmission level for COVID-19. At this time, ACHD is encouraging residents to stay [up-to-date](#) with their COVID-19 vaccines, get tested if they develop symptoms, and consider wearing a mask when needed.

**Allegan County COVID-19 Community Level: Low**

Allegan County Health Department recommends everyone to:

- Stay up to date on your COVID-19 Vaccines
- Get tested if you have symptoms

Actions including social distancing, frequent handwashing, wearing a well-fitted face mask, and isolation/quarantine help lessen the level of transmission

Learn more about CDC's COVID-19 Community Levels [here](#).

**#DoYourPart**

ENHANCED ABILITY TO TEST

COUNTY LEVEL DATA

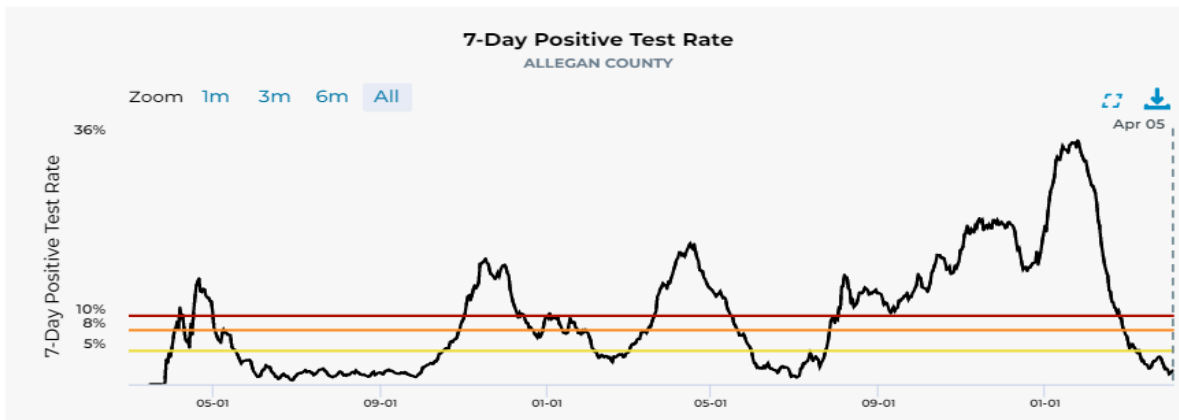
Test Positivity  
 Mar 30 - Apr 05

2%  
 positive tests

911.1  
 daily tests administered per million

1 week  
 Mar 25 - Apr 01

The Test Positivity Rate for Allegan County continues to trend downward. Allegan County is currently at 2% 7-day positivity, with 911.1 daily administered tests per million. This is a .9% decrease since the last update.



TEST AVAILABILITY

Daily tests administered have decreased since the Omicron surge. If/when cases rise in our community, leading to an increase in need of testing, ACHD has worked with partners to expand testing access. Currently there are multiple options in Allegan County where residents can obtain at-home testing kits or go get tested for COVID-19.

Free at-home test kits to order online:

- [www.Covidtests.gov](http://www.Covidtests.gov) - order 2 sets of 4 free at-home test kits from the federal government. (If you already ordered your first set, order a second today)
  - If you have health insurance through an employer or Marketplace, your insurance will pay you back for 8 at-home tests each month for each person on your plan. View more information [here](#).
- [www.AccessCovidtests.org](http://www.AccessCovidtests.org) - order free at-home test kits through Project ACT (enter zip code to check eligibility)

Free at-home test kits from MDHHS available at 2 libraries in Allegan County:

- Allegan District Library (331 Hubbard St, Allegan)
- Fennville District Library (400 W Main St, Fennville)


Free Community Testing Events are held every Wednesday and Friday at the Allegan County Transportation Building from 12 pm – 5 pm. These events offer PCR and rapid testing options.

- Visit the [MDHHS Community Based Pop-up Testing page](#) to sign up for the testing events at Allegan Transportation Building and to find other testing sites near you.
- Visit <https://www.solvehealth.com/covid-testing> to find additional COVID-19 sites near you.
- COVID-19 testing location finder: [Coronavirus - Test](#)

If residents are struggling to find accessible testing, they can call ACHD at 269-673-5411 option 2 and we can help them navigate the systems.


## ROBUST CASE INVESTIGATION AND CONTACT TRACING

### ALLEGAN COUNTY COVID-19 COMMUNITY LEVEL: LOW

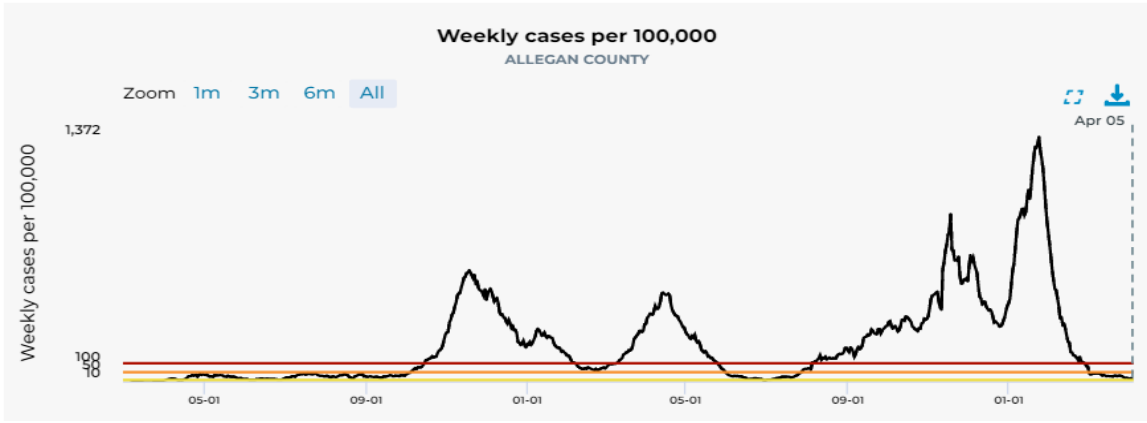

**New Cases**  
 Mar 30 - Apr 05

**14.4**  
 weekly cases per 100,000 population

**17**  
 weekly cases

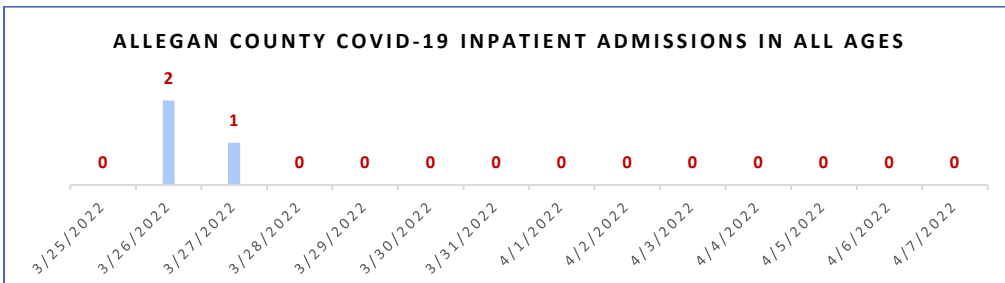
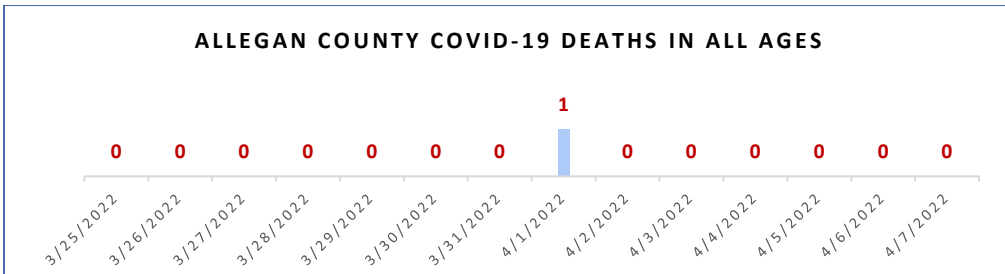
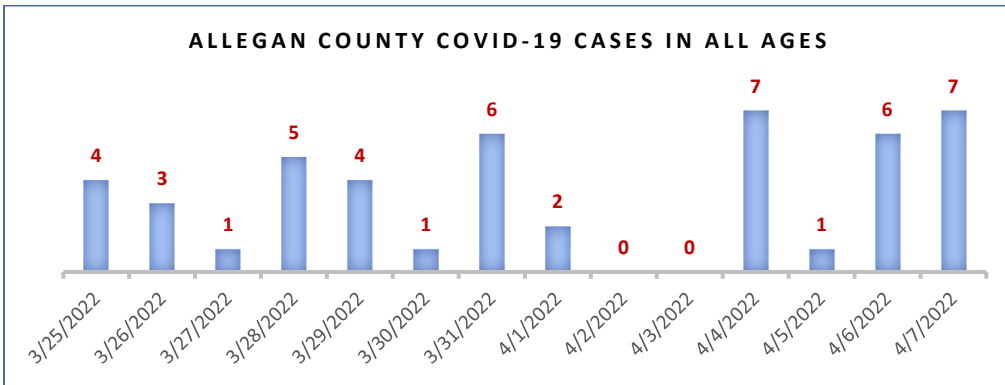


Allegan County is in a low COVID-19 community level based on new CDC framework, since February 24, 2022. **There has been a continued decrease in actual cases for the last three weeks.** During the period 3/30/2022-4/05/2022, Allegan County's new case rate was 14.4 per 100,000. More than a



40% decrease from the three weeks prior.

### OVERVIEW OF COVID-19 CASES AND DEATHS IN THE LAST TWO WEEKS (03/25/2022 – 04/07/2022)



During 03/25/2022 to 04/07/2022:

**47 total cases** were reported via the Michigan Disease Surveillance System (MDSS) for Allegan County.

The highest number of cases during this timeframe were reported in 30 to 39 years of age.

The youngest inpatient admission was reported in 40 to 49 years of age.

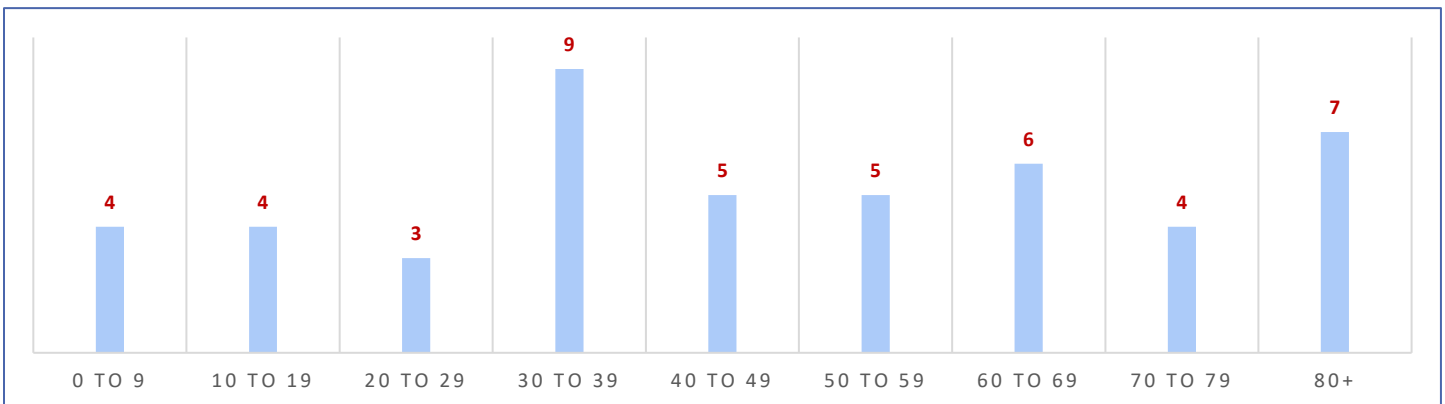
There was one death reported related to SARS CoV-2 infection during this timeframe.

As of 2/16/2022, MDHHS has released an update stating that Michigan is transitioning into a *post-surge recovery phase*.

**CASE INVESTIGATION**

ACHD is currently working to investigate all cases.

**CASES IN THE LAST TWO WEEKS, BY AGE GROUP (03/25/2022 – 04/07/2022)**



From 03/25/2022 to 04/07/2022, Allegan County had a reported **6.4%** of investigated cases were **household close contacts** – meaning they lived with someone who tested positive and later tested positive themselves. Notifying close contacts helps individuals know about an exposure and allows close contacts to make decisions that are more informed on their day-to-day lives.

As reported in the Michigan Disease Surveillance System (MDSS) during this timeframe, 0% of cases were identified as community contacts (meaning close contacts who were in a setting other than household), and **12%** of cases were **close contacts to those who work or live in a high-risk/congregate facility** in Allegan County.

**47 cases reported in the MDSS from 3/25/2022 to 4/7/2022**

#### EXPOSURE LETTERS AND CLOSE CONTACTS

As of March 1, 2022, ACHD sends potential Exposure Letters for COVID-19, similar to other communicable disease letters. Potential Exposure Letters are sent to individuals based on classroom and bus lists provided by schools. Quarantine might be required if there is an identified outbreak or ongoing spread in the facility. Recommendations regarding masking and quarantine may change as conditions evolve or Allegan County moves to a high level of community transmission, based on the CDC framework. During future times of surge, additional access to testing resources, vaccination clinics, and therapeutic treatment might be made available as the situation warrants.

**386 exposure letters were sent out as of 04/11/2022**

**1 close contact currently being monitored as of 04/11/2022**

#### OUTBREAKS & CLUSTERS

The following table shows the number of outbreaks that ACHD has identified for high-risk settings in Allegan County as of April 4, 2022. ACHD has not identified any new outbreaks related to schools since February 3, 2022. ACHD has not identified any new outbreaks in businesses since February 17, 2022 and other congregate care\*\* facilities since March 15, 2022. There was one new outbreak identified in a long-term care setting as of April 4, 2022. ACHD reported one ongoing outbreak and one new outbreak in the state's Situation Report as of April 4, 2022.

Type of Setting	Total Number of Outbreaks (10/21/21-4/11/22)
School	14
Business	8
Long Term Care*	18
Other Congregate Facilities**	1

\*An increase noted in the total number of outbreaks for the Long Term Care setting is due to an outbreak coding update made in MDSS. This update allows staying in compliance with an epidemiological procedure that distinguishes outbreak identifiers specific to different building licensures, which are operating under the same facility name.

\*\*Includes jails, correctional facilities and shelters

#### LONG TERM CARE & OTHER CONGREGATE CARE FACILITIES

An outbreak investigation is initiated when a resident at a Long Term Care Facility (LTC) is identified as a confirmed case of COVID-19. For correctional facilities, either a confirmed or a probable COVID-19 case will prompt an outbreak investigation. MDHHS offers further support for facilities via the Infection Prevention and Resource Assessment Team (iPRAT) when ACHD identifies facilities that are experiencing a large outbreak. As of April 11, 2022, ACHD has connected three LTC facilities in Allegan County with the iPRAT-Team for additional mitigation assistance.

**434 resident cases and 50 resident deaths have been reported from January 1, 2020 to March 22, 2022**

The information above represents COVID-19 data reported directly to MDHHS by licensed and operating Skilled Nursing, Home for the Aged and Adult Foster Care facilities (licensed to serve 13 or more individuals) in Michigan from January 1, 2020 through March 22, 2022.

According to statewide data<sup>1</sup>, the case counts reported in both residents and staff are trending downwards in both Adult Foster Care (AFC)/Home for the Aged (HFA) and Skilled Nursing Facilities (SNF). Cases within Long Term Care Facilities (LTCFs) continue to be higher among staff than for residents, as has been the case throughout the Delta and Omicron surges.

745 staff cases have been reported from January 1, 2020 to March 22, 2022

SUFFICIENT HEALTH CARE CAPACITY

HOSPITALIZATIONS

Allegan County falls in the Region 5 Health Care Coalition. Given the location of the county, some community members will also access hospitals in the Region 6 Health Care Coalition (Grand Rapids-Holland Region). The chart below lists the hospitals that Allegan County community members may access for COVID and non-COVID related health needs and their current capacity levels.

The following figures show the current percentage of inpatient beds treating COVID-19 patients, for the Grand Rapids Region (Region 6), and Kalamazoo Region (Region 5). The **Grand Rapids Region** has **2.7%** of inpatient beds that are COVID-19 positive, and the **Kalamazoo Region** has **3.3%** of inpatient beds that are COVID-19 positive, as of April 5, 2022.

HOSPITALS IN THE ALLEGAN COUNTY AREA

Note: Some smaller hospitals might not have ICU beds for COVID or non-COVID patients

As of 4/4/2022

Hospital	COVID-19 Patients	COVID-19 Patients in ICU	Bed Occupancy %
Ascension Borgess Allegan Hospital	0	0	12%
Ascension Borgess Hospital	5	2	81%
Ascension Borgess-Pipp Hospital	0	0	47%
Bronson Methodist Hospital	15	1	94%
Bronson South Haven	1	0	75%
Holland Community Hospital	5	0	78%
Mercy Health Mercy Campus	8	0	70%
Mercy Health St. Mary's Main Campus	7	3	61%
Metro Health Hospital	3	0	71%
Spectrum Health - Blodgett Hospital	10	2	87%
Spectrum Health - Butterworth Hospital	28	5	88%
Spectrum Health Zeeland Hospital	4	1	31%
Spectrum Helen DeVos Children's Hospital	5	0	81%

**Hospital Capacity**  
Mar 30 - Apr 05

**2.7%** beds with COVID ⓘ

**42.4** beds per million with COVID

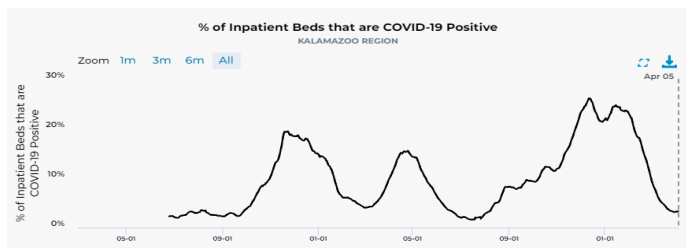
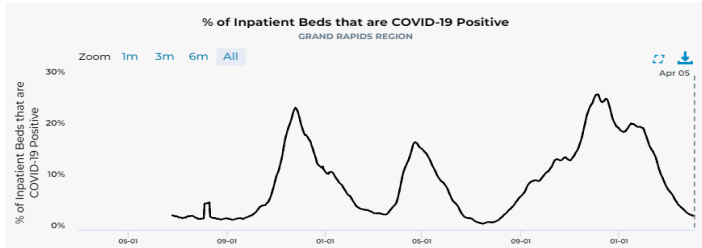
**1.6k** beds per million (COVID + non-COVID)

**Hospital Capacity**  
Mar 30 - Apr 05

**3.3%** beds with COVID ⓘ

**46** beds per million with COVID

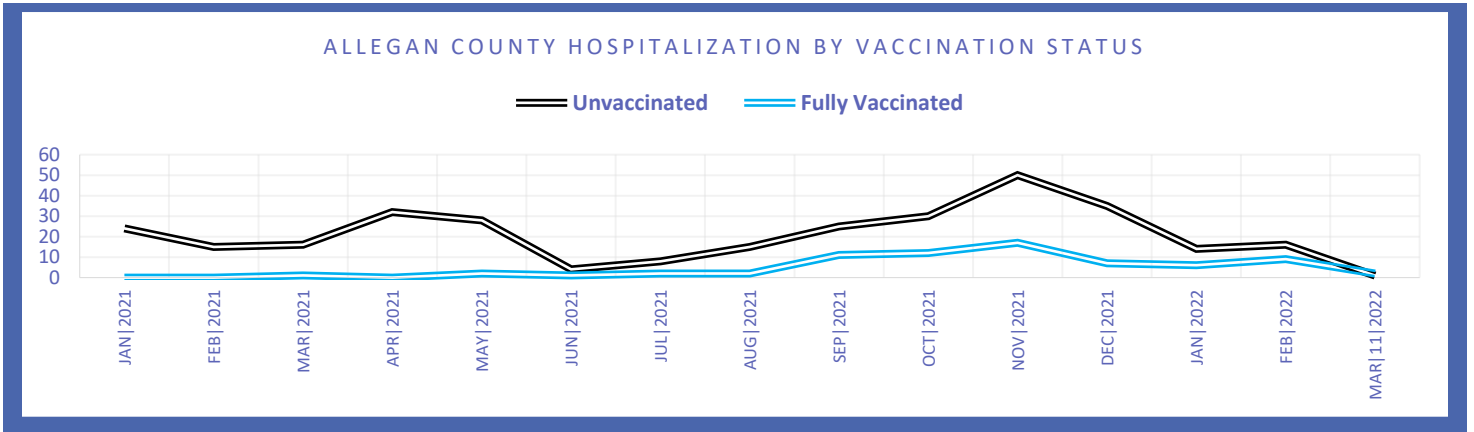
**1.3k** beds per million (COVID + non-COVID)



<sup>1</sup> The data is from weekly reporting by facilities with bed occupancy of at least 13 beds.

Data as of April 7, 2022

Vaccinations are effective at reducing hospitalizations from COVID-19. In Allegan County, **81.3%** of the **hospitalizations** from 01/01/2021 to 03/11/2022 have been in those that are **unvaccinated**.

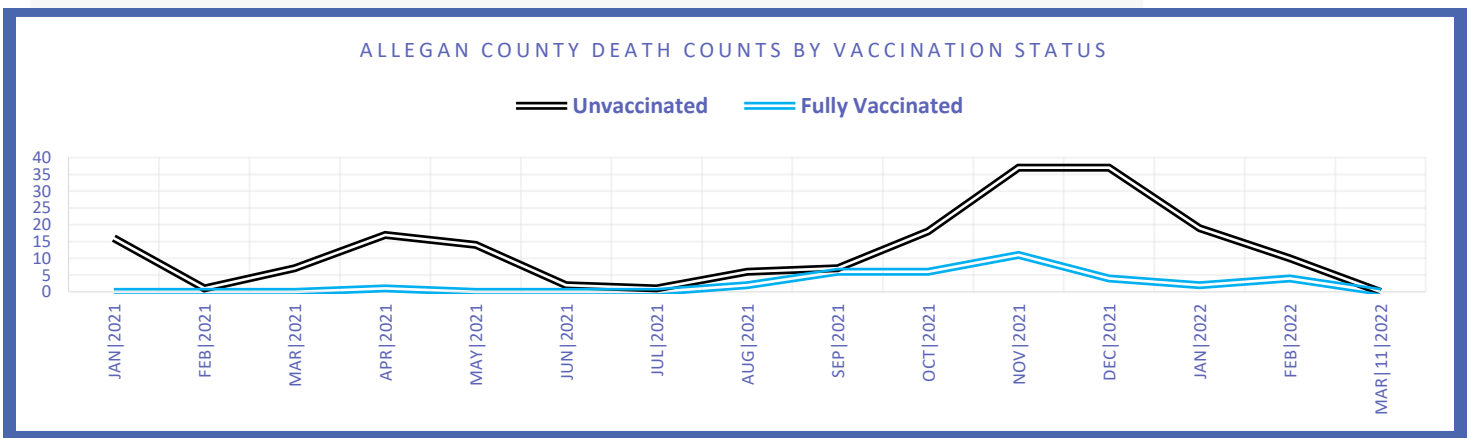


**DEATHS**

Deaths  
Mar 30 - Apr 05  
0 daily deaths



Similarly, vaccinations are effective at preventing deaths from COVID-19. There were **84.8%** of **COVID-19 deaths** identified in **unvaccinated** individuals in Allegan County from 01/01/2021 to 03/11/2022.



**BEST PRACTICES**

**SCHOOLS**

On March 28, ACHD published updated school guidance documents and frequently asked questions documents to reflect new quarantine recommendations and new CDC COVID-19 community level framework. These changes are in alignment with CDC and are posted on our [COVID-19 School Resources webpage](#), available to view in English and Spanish.

During this time where Allegan County is in a low COVID-19 community level, ACHD continues to recommend people stay up to date with their vaccines, seek testing, and stay home if they are sick. Schools should continue to ensure increased ventilation, social distancing when possible, frequent handwashing, individuals staying home when sick and enhanced cleaning. ACHD recommends that all individuals, regardless of vaccination status, wear a mask during isolation and quarantine periods. [Making personal decisions](#) about mask use in certain settings is an important tool in mitigating the spread of COVID-19. Individuals, who feel sick, may be at high risk of infection, or whom feel better protected when masked should choose to wear a mask to help mitigate the spread of COVID-19.

## BUSINESSES

Businesses should continue to ensure increased ventilation, social distancing when possible, frequent handwashing, individuals staying home when sick and enhanced cleaning. These strategies help keep a healthy workplace.

ACHD has created a Business Mitigation Strategies Survey for business to fill out and provide us information on what current mitigation strategies they have in place. Businesses can access the survey [here](#).

ACHD is updating our COVID-19 Workplace Toolkit, to reflect quarantine and isolation changes as well as COVID-19 community level changes made by the CDC last month. These changes will be posted on the [COVID-19 Business webpage](#) once finalized.

## SPRING BREAK TRAVEL AND TESTING RESOURCES

Many residents have been traveling the past couple of weeks due to Spring Break vacations. ACHD encourages residents to understand the risk associated with traveling and recommends:

- Do **NOT** travel if you are sick or awaiting COVID test results or a close contact recommended to quarantine.
- Check your destination's CDC Community Levels ([COVID-19 by County | CDC](#)) and travel requirements
- Remember masking is still required on public transportation and indoor transportation hubs (airports, train stations)
- Vaccinate or boost before travel [Coronavirus - COVID-19 Vaccine \(michigan.gov\)](#)
- Testing is widely available
- Discuss these factors and safety plans with travel companions

When returning home, it is important that you watch for symptoms and take the necessary precautions to help decrease the risk of spreading COVID-19. Consider testing 3-5 days after returning home and avoid contact with elderly or immunocompromised loved ones for 10 days after returning. **The following testing resources are available for Allegan County residents at no cost to them:**

- MDHHS and HONU Management Group hold free testing events every Wednesday and Friday at the Allegan County Transportation building from 12pm to 5pm (Visit <https://bit.ly/3u1ezsA> for more information about this testing location and others near you)
- Allegan District Library and Fennville District Library have free test kits from MDHHS to hand out to community members. One test kit available per person, and up to five per household. To obtain a test kit, visit Allegan District Library (331 Hubbard St, Allegan) or Fennville District Library (400 W Main St, Fennville).
- You can also order free test kits for your household (2 different ways):
  - Visit [www.Covidtests.gov](http://www.Covidtests.gov) to order 2 sets of 4 free at-home test kits from the federal government. (If you already ordered your first set, order a second today!)
  - Visit [www.AccessCovidtests.org](http://www.AccessCovidtests.org) to order free at-home test kits through Project ACT (enter zip code to check eligibility)
- Visit <https://www.solvehealth.com/covid-testing> to find additional COVID-19 sites near you.



## IMPORTANCE OF VENTILATION AND FILTRATION

Improving indoor air quality is an important mitigation tool for businesses and schools that can help curb transmission of COVID-19. On March 30, Your Local Epidemiologist writer Katelyn Jetelina, MPH, PhD, explained how air quality has shown to decrease transmission of COVID-19 that can be viewed [here](#). The article mentions the research on ventilation and filtration, including:

- A [study](#) last summer found that open windows in classrooms could have up to a 14.1 fold reduction in COVID-19 transmission. This was highly dependent on the time of year (summer, spring, and winter), number of windows, and how frequently those windows are open.
- A Johns Hopkins [study](#) found that HEPA filters were responsible for a 65% drop in COVID-19 transmission.
- Another study found that one HEPA filter is as [effective](#) as two windows partly open all day during the winter (2.5-fold decrease in transmission). Two HEPA filters are even more effective (4-fold decrease in transmission).
- Most recently, a [data analysis](#) in Italy found ventilation in schools could reduce the risk of infection up to 82%.

The graphic below from the [New York Times](#) shows how an open window and a fan/air cleaner can affect air quality in a room.



Schools and businesses should prioritize improving ventilation and air quality as a useful mitigation tool. Schools for Health has a [5- step guide](#) to checking ventilation rates in classrooms that schools can utilize. There are two main things that building managers should focus on when it comes to air quality:

1. **Improving air ventilation** by bringing in clean outdoor air. Indoor air moves less than outdoor air, so viral particles hang in the air in

greater concentrations. Ventilation can disperse viral particles.

2. **Enhancing filtration** to remove viral particles from indoor air. This is a great tool to supplement #1 or use if adequate ventilation isn't possible (like opening a window is impossible).

Improvements to air quality in a classroom or office setting can be done by:

1. Increasing outdoor air ventilation, like opening windows
2. Recirculating air that passes through a filter with at least a minimum efficiency rating value 13 (MERV 13) rating
3. Passage of air through portable air cleaners with HEPA (high-efficiency particulate air) filters

Overall, improving ventilation and filtration is an important mitigation tool that can be used to decrease transmission of COVID-19 in schools and businesses and will also protect from other health issues. When mitigation measures are layered together like masking, vaccination, testing, and air filtration, individuals have more protection and are able to stay healthy.

## CONSIDER MASK USE FOR VULNERABLE POPULATIONS

Masking is one thing individuals can do for other vulnerable members of your community. Many individuals, such as those who have underlying medical conditions, those who are pregnant/recently pregnant, and the elderly, are at an increased risk of severe illness for COVID-19. While spending time with them you should take extra precautions even when the COVID-19 community level is low. Some extra precautions individuals can take include:

- Wearing masks
- Getting tested before gathering
- Getting vaccinated and/or boosted
- Talk to your healthcare provider about some other precautions you should take



Being respectful of others decision to wear a mask, regardless of the reason is also important to keep in mind. Vulnerable populations should consider taking the necessary precautions to limit their risk. Different medical conditions require you to take different precautions based on the severity of the medical conditions. Viewing [these guidelines](#) will help those who are at high risk determine the appropriate precautions to take when navigating spaces.

Masking around vulnerable populations in your community is one aspect of taking the proper precautions. Knowing your community's [COVID-19 community level](#) is important when determining if one should wear a mask. When making decisions about risk, consider the setting, your vaccination status, and current level of community transmission in addition to the personal and family risk factors outlined in the MDHHS graphic to the left.

## Understanding Personal and Household Risk

Protect yourself from COVID-19 by understanding levels of risk, practicing good hygiene and hand washing, staying home when sick, and staying up to date with vaccinations. Masking is a personal and local community choice. Know your risk; know that others may have a risk different from yours. Respect the choice.

**Masking is a proven way to reduce your risk of COVID-19.**

When making decisions about risk, consider the setting, your vaccination status and current level of community transmission in addition to the personal and family risk factors\* noted below.

		Lower Risk Settings		Higher Risk Settings	
		Outdoor Distanced Spaces (Parks, Trails, Large parks)	Outdoor Crowded Spaces (Concerts, Theme parks, etc...)	Indoor Distanced Spaces (Social distancing ability self-controlled)	Indoor Crowded Spaces (Poorly ventilated and/or social distancing not in personal control)
Lower Risk	Up to date on vaccine, without risk factors				
	Up to date on vaccine, with risk factors				
Higher Risk	Unvaccinated, without risk factors				
	Unvaccinated, with risk factors				

\* **Up to Date** on vaccine includes any booster doses as defined by the CDC. Additionally, individuals who have tested positive for COVID-19 in the past 90 days would fall into similar risk categories as those who are up to date on vaccination.

\* **Risk factors** include older adults (60+) and those who have serious chronic medical conditions like heart disease, diabetes or lung disease (at any age), and those who live in high-risk congregate settings (like nursing homes, corrections facilities and shelters). If you live with others who have risk factors, consider their health in addition to your personal health.

Visit [Michigan.gov/Coronavirus](https://Michigan.gov/Coronavirus) for current COVID-19 information.

### COMMUNICATIONS

COVID-19 Health Education has been a prioritized effort in this response. There is a lot of information out there related to this response, including misinformation that is a challenge for Public Health to combat.

The following are metrics related to COVID communication efforts from 3/25/2022 – 4/7/2022

- 6 social media posts
- 1 Volunteer Newsletter sent
- 5 Education materials created/updated
- 2 Guidance Documents updated
- 1 survey deployed to public

### PARTNERSHIPS DURING 3/25/22 – 4/7/22

ACHD has built partnerships with a variety of sectors over the past 2 years. Below is a two-week snapshot of these partnerships:

- Collaborated with eight local units of Government and Libraries to distribute KN95 masks to the public, and shared information to public about Allegan District Library and Fennville District Library handing out COVID-19 testing kits to community members.
- Working with Emergency Management team on After Action items, including an After Action Survey that has been made available to the public until April 19 to help improve future emergency preparedness and All-Hazard planning.

### COMMUNITY VACCINATION/HERD IMMUNITY/TREATMENT

#### SECOND BOOSTER DOSE RECOMMENDED FOR IMMUNOCOMPROMISED AND 50+

Data as of April 7, 2022

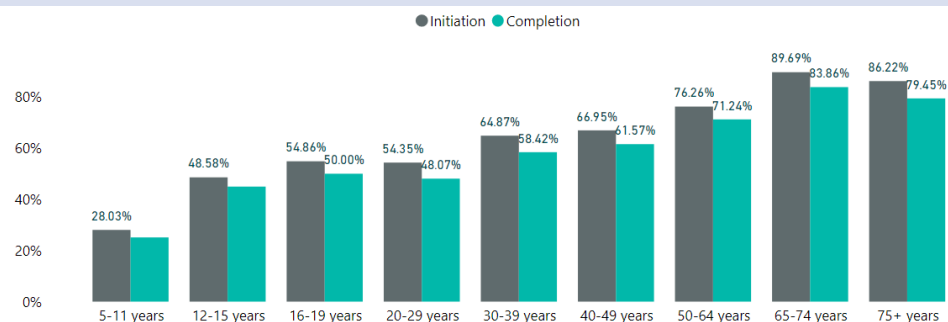
On March 29, 2022, the Food and Drug Administration (FDA) authorized a 2nd booster shot for both Pfizer and Moderna COVID-19 Vaccines. Individuals eligible to get the second booster dose include those who are immunocompromised and adults age 50 and older. The goal of this recommendation is to reduce the risk of severe illness, hospitalization, and death for these individuals if they contract COVID-19. The Second booster dose can be given at least 4 months after their first booster (whether they received a Pfizer, Moderna, or Johnson & Johnson booster).

**A person is fully vaccinated** two weeks after receiving all recommended doses in the primary series of their COVID-19 vaccination.

**A person is up to date** with their COVID-19 vaccination if they have received all recommended doses in the primary series and [one booster](#) when eligible. Getting a second booster is not necessary to be considered up to date at this time.

ACHD will update existing communication materials and put out notice to the public on social media and in our newsletter educating on this change. For more information about second booster dose authorization, visit [here](#).

## COVID-19 VACCINE COVERAGE BY AGE GROUP



### As of 4/7/2022

Residents age 50+ have the highest percentage of vaccination, with these individuals meeting the 70% vaccination goal. Low vaccine rates seen in young children and adolescents might be attributed to the fact that emergency use

was not authorized for this cohort until later on.

## VACCINE AVAILABILITY

Vaccine availability remains high as pharmacies, doctor's offices, and health care systems are administering vaccines. ACHD have vaccine appointments available for vulnerable populations or children in the Vaccine for Children program.

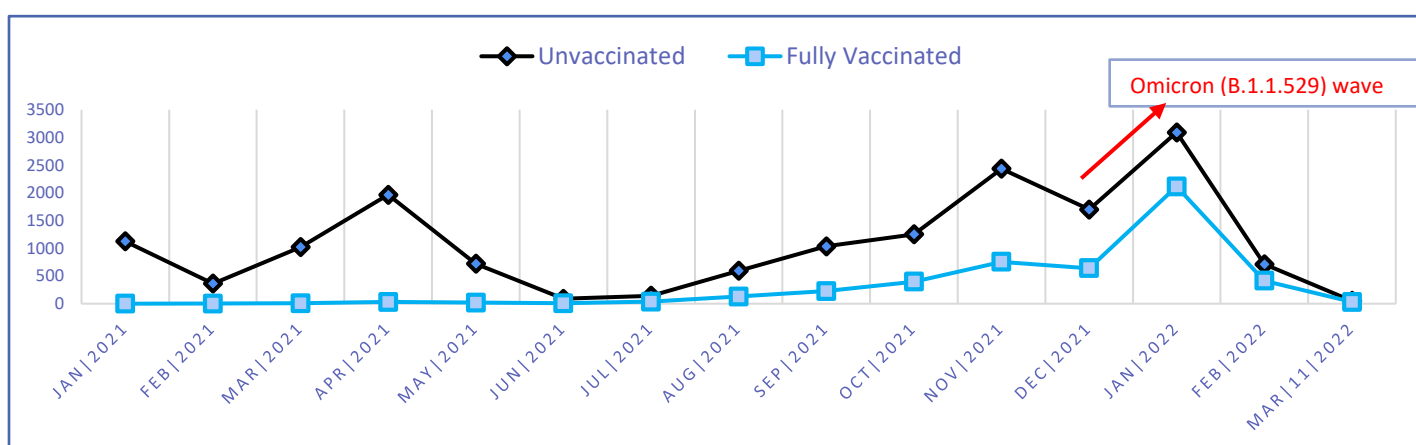
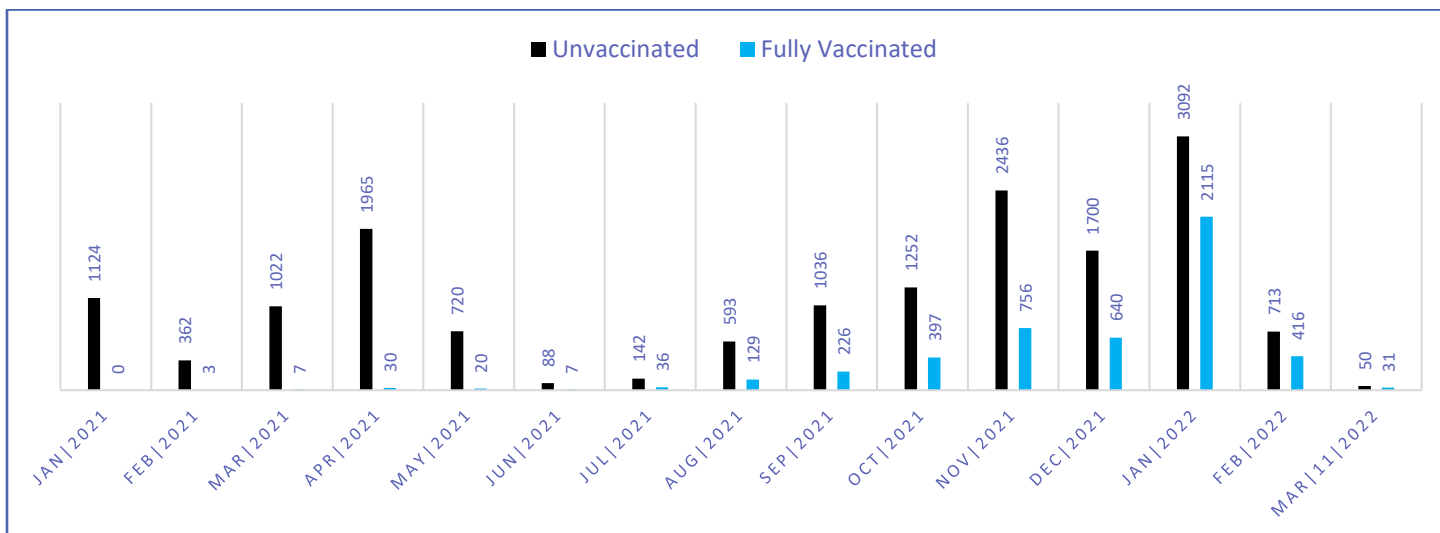
Residents are encouraged to visit [www.vaccinefinder.org](http://www.vaccinefinder.org) and [www.vaccinatewestmi.com](http://www.vaccinatewestmi.com) to find vaccination clinics near them.

ACHD works with businesses and organizations offering support and/or vaccination clinics if there is an outbreak detected and assistance needed.

We are looking at strategies to increase vaccination rates in Allegan County. With the help of our CDCF health educators and contract staff, we are developing survey questions to understand and learn of factors that are contributing to vaccine hesitancy in our lower coverage populations.

## EFFECTIVENESS

### ALLEGAN COUNTY UNVACCINATED AND FULLY VACCINATED COVID-19 CASES BY REFERRAL DATES 01/01/2021 TO 03/11/2022

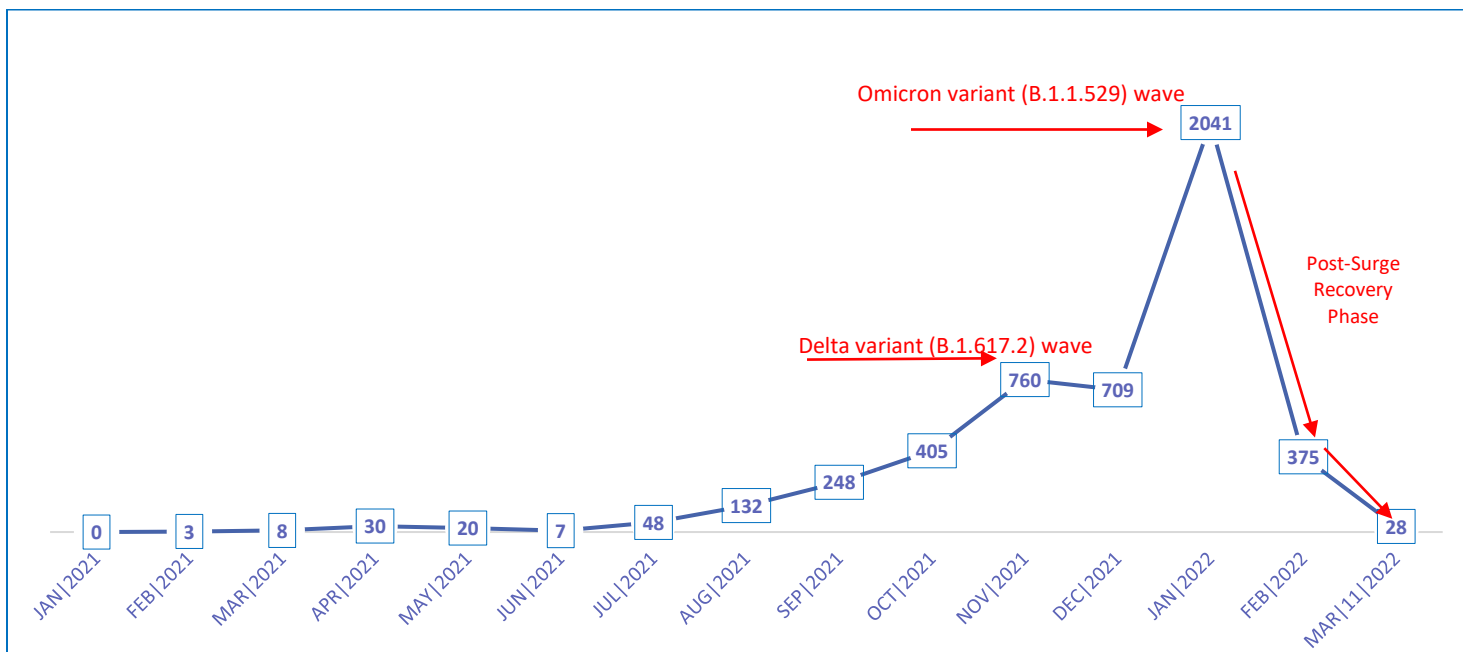


When comparing fully vaccinated cases to unvaccinated cases, it is important to note that unvaccinated cases are more likely to occur even though fully vaccinated cases have increased since July 2021. As seen in the charts, the unvaccinated (black line) have more cases compared to the fully vaccinated (blue line).

#### AS OF MARCH 11, 2022:

- There were 365 cases in the 0 to 18 age group who were persons that met the CDC-definition of being 'fully vaccinated' or 'breakthrough case' related to SARS-CoV-2 infection.
- 7.6% of cases (including all ages) were reported as breakthrough cases.
- 5.4% of cases in the 0 to 19 age group were reported as breakthrough cases.
- All pediatric breakthrough cases were reported in ages 5 years old or over.
- There has been no hospitalizations or deaths related to SARS-CoV-2 infection reported in the 5 to 11 age group.
- There were 963 cases (including all ages) with a specimen collection date  $\geq$  14 days after receipt of an additional or booster dose of any COVID-19 vaccine on or after August 13, 2021.

#### OVERVIEW OF ALLEGAN COUNTY COVID-19 BREAKTHROUGH CASES AS OF MARCH 11, 2022



#### AS OF MARCH 11, 2022:

- There were 22.8% (4,814) fully vaccinated cases identified<sup>2</sup>
- There were 311 cases in the 0-17 school age group who were persons that met the CDC-definition of being ‘fully vaccinated’ or ‘breakthrough case’
- 2.8% of the cases in the latest vaccine eligible group of age 5-11 were reported as breakthrough cases
- 18.2% of breakthrough cases were reported in the 50 to 59 age group, which is the group reporting the largest number of COVID-19 breakthrough cases
- The youngest fully vaccinated individual hospitalized related to SARS-CoV-2 infection was reported in the 20 to 29 age group.
- All deaths related to SARS-CoV-2 infection were reported in ages 50 and above. The youngest breakthrough death was reported in the 50 to 59 age group.

#### UNDERSTANDING BREAKTHROUGH CASES

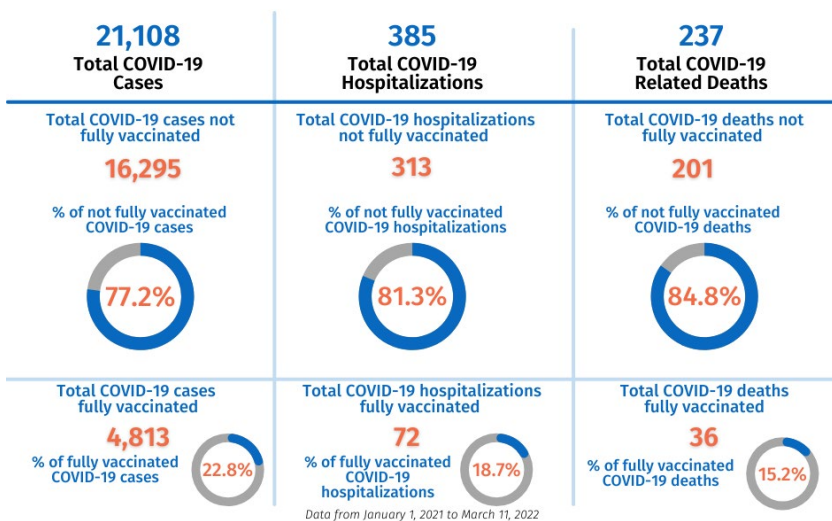
Breakthrough cases are those persons who contract COVID-19 despite being fully vaccinated for the disease. Breakthrough cases are more likely to occur in those who are older, those who have compromised immune systems, and those who are exposed more to COVID-19 (such as at work or school). It is important to understand that the chances that an unvaccinated person and a vaccinated person catching COVID-19 from an exposure are not the same. Vaccinated people are less likely to contract the disease, and are less infectious if they do contract it. Among breakthrough cases, vaccines ensure less infectious viral particles for a shorter period.

<sup>2</sup> Identified via the MDSS-MCIR match criteria by referral, onset, diagnosis, or specimen collection dates.

**Allegan County Case Data by Vaccination Status ALL AGES**

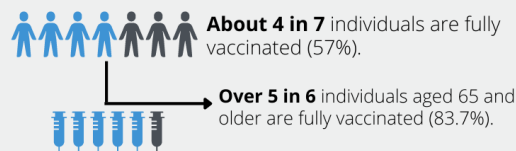
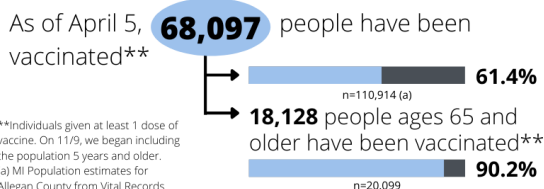
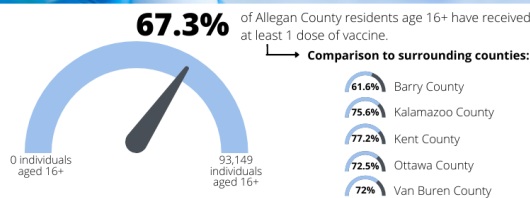
HEALTH Department  
Updated 4/11/22  
Data as of 3/11/22

Since January 2021, there have been:



**Allegan County VACCINE DATA**

Updated 4/11/22  
Data as of 4/5/22



**Fully Vaccinated:** Individuals (5 years and older) receiving 2 doses of Pfizer or Moderna or 1 dose of J&J.

**Note:** Our goal of vaccinating 70% of the population accounted for the 16 and older population. With increasing the eligibility population, our vaccine coverage decreased. We are continuing to strive towards our goal of vaccinating 70% of residents 16 and older, which will reflect on the gauge at the top of this graphic.

**6/1/2021 Update:** Previous vaccine graphics included 96,451 as the population of Allegan County residents 12 years and older. After further review, 99,878 is a more accurate population estimation.

HEALTH Department

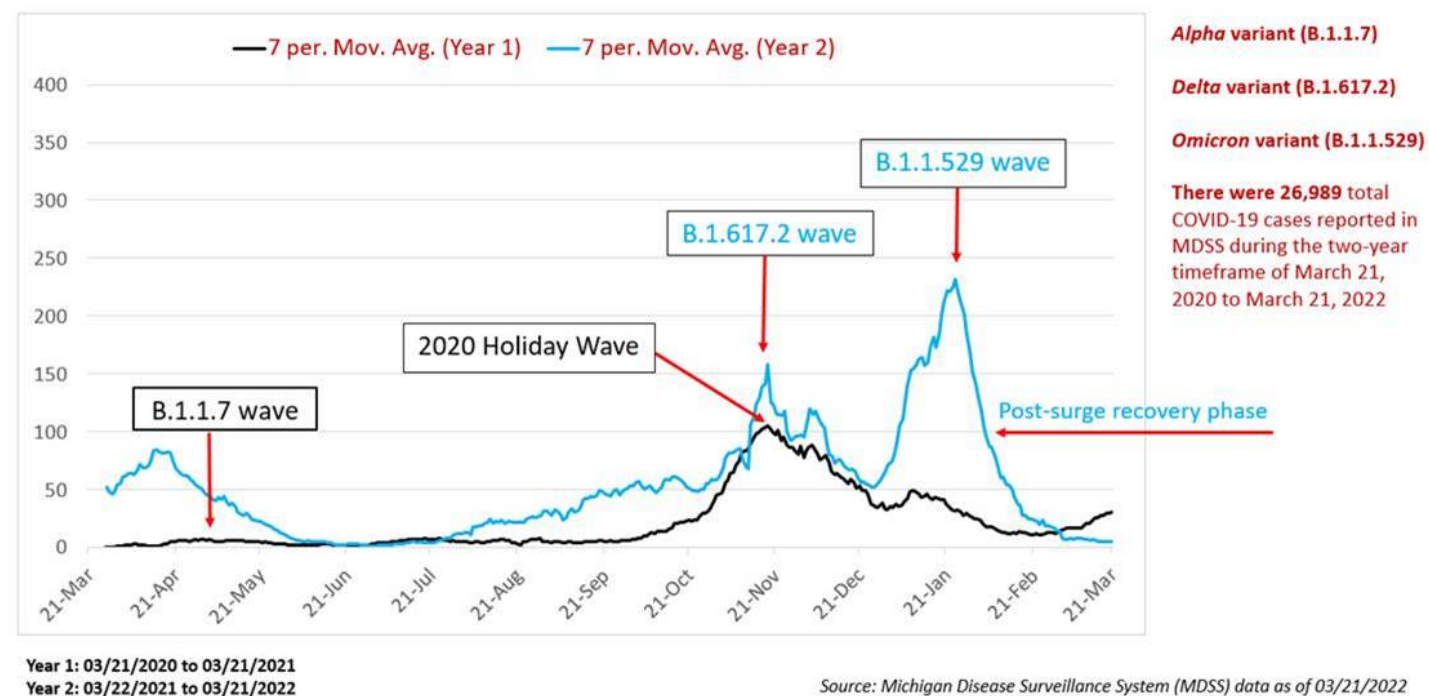
**COVID-19 SURVEILLANCE**

An important part of communicable disease investigation is surveillance and seeing if there are outbreaks or increases in cases regionally, statewide, nationally, and globally. ACHD has noted that there are increases related to COVID-19 activity from the BA.2 Omicron sub-variant in other areas of the world. In data trends that have been observed in the past, the pattern indicating an increase in the case counts in other countries also tend to be seen in the United States. We will continue to monitor these case surges.

**ALLEGAN COUNTY: A YEAR-OVER-YEAR REVIEW**

March 21, 2022 marked the second year for the COVID-19 pandemic in Allegan County. The first COVID-19 case in Allegan County that had been reported in the Michigan Disease Surveillance System (MDSS) was on March 21, 2020. The charts and information below will capture a year-over-year comparative analysis of the COVID-19 case trends for Allegan County during the 2020-2022 years of pandemic. We will continue to monitor patterns and variabilities associated with COVID-19 cases in Allegan.

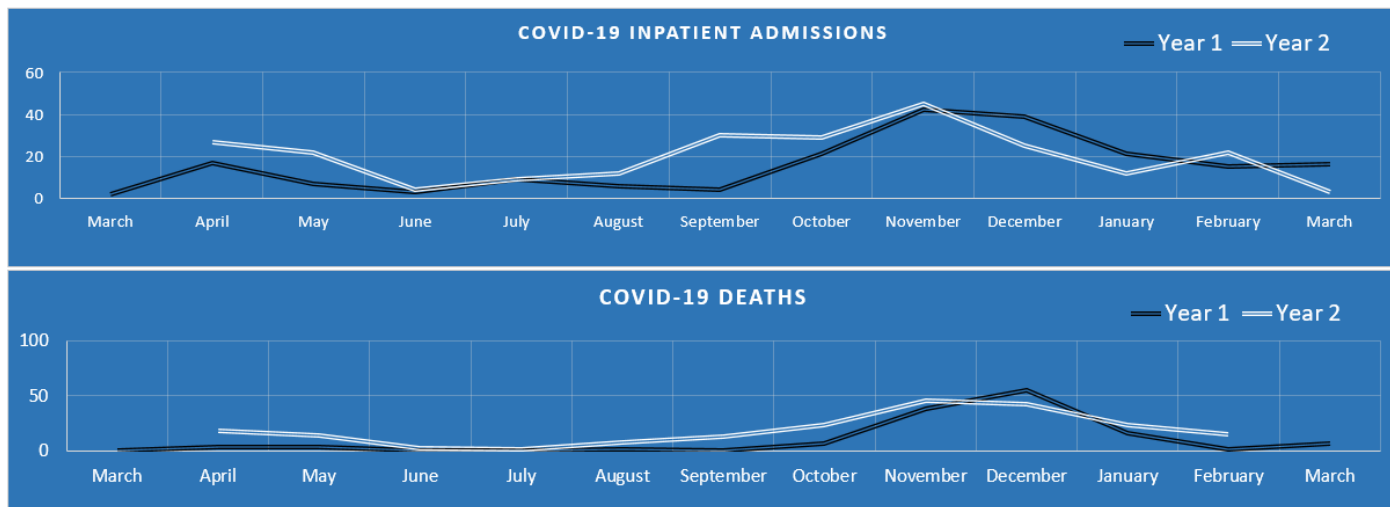
Year-Over-Year Comparison of ROLLING 7-DAY AVERAGE of COVID-19 cases in Allegan County\* as of 03/21/2022  
\*based on referral date



FROM MARCH 21, 2020 TO MARCH 21, 2022:

- Cases were higher than they have ever been at the start of 2022, reaching their highest levels in January 2022 before gradually decreasing
- 95.1% of cases recovered, less than 4% of cases were hospitalized and less than 2% died during the entire pandemic.
- 286 healthcare workers tested positive in 2020 (5,821 total cases), compared to 282 healthcare workers testing positive in 2021 (14,692 total cases). Essential workers met the initial timeline of vaccine coverage.
- **More than 1 out of every 10 (12.7%) Allegan County residents tested positive in Year 2 (2021).**
- There were 0 MIS-C cases for 2020, compared to 3 MIS-C cases for 2021.
- There was an average of 27 hospitalizations per month related to the SARS-CoV-2 infection for Allegan County in 2021.
  - 333 hospitalizations were reported in 2021, which accounts for more than 2% of cases with 62 patients admitted to the ICU.
  - 177 hospitalizations were reported in 2020, which accounts for more than 3% of cases with 23 patients admitted to the ICU.
- The **highest case rates of the entire pandemic** were reported in ALL AGE GROUPS during the **Omicron-variant wave**.

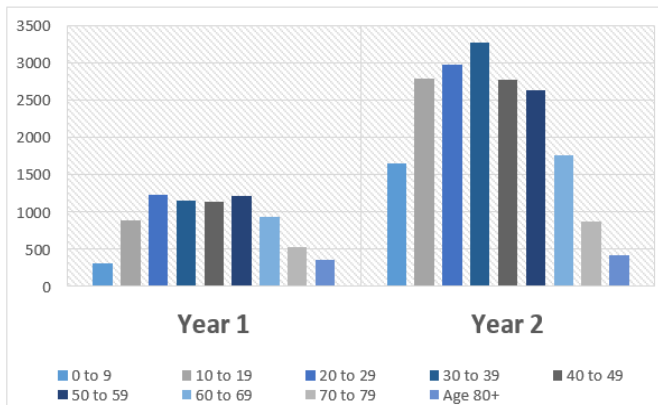
Year-Over-Year Comparison of **INPATIENT ADMISSIONS AND DEATHS** related to COVID-19 in Allegan County\* as of 03/21/2022  
 \*based on referral date



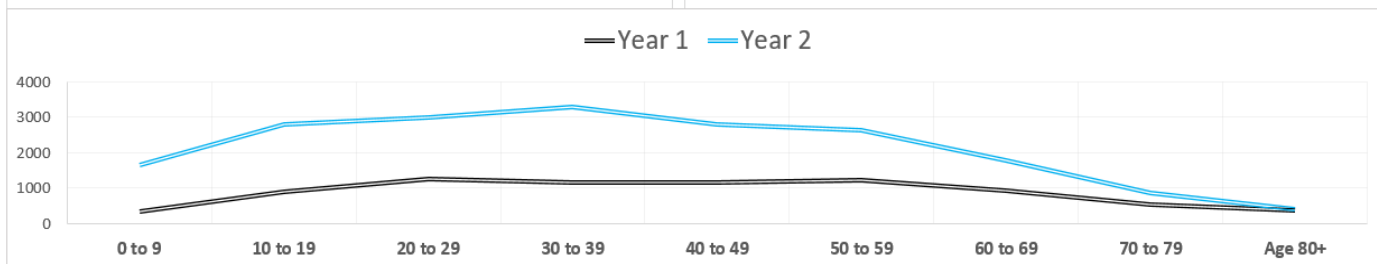
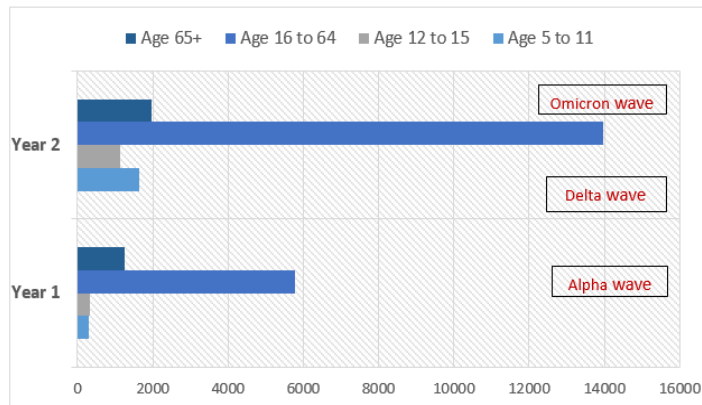
Year 1: 03/21/2020 to 03/21/2021  
 Year 2: 03/22/2021 to 03/21/2022

Source: Michigan Disease Surveillance System (MDSS) data as of 03/21/2022

Year-Over-Year Comparison of COVID-19 cases in Allegan County\* by **AGE GROUP** as of 03/21/2022  
 \*based on referral date



Year-Over-Year Comparison of COVID-19 Cases as of 03/21/2022 in Allegan County\* by **AGE GROUPS that met timeline for vaccine coverage eligibility** \*based on referral date



Year 1: 03/21/2020 to 03/21/2021  
 Year 2: 03/22/2021 to 03/21/2022

Source: Michigan Disease Surveillance System (MDSS) data as of 03/21/2022

FROM MARCH 21, 2020 TO MARCH 21, 2022:

- There were a total of **23,991 confirmed** cases and **2,998 probable** cases, and **95.1%** of cases are reported as having **recovered** from the infection.
- 5.3 times more children in the age group of 0 to 9 were reported as COVID-19 positive cases in Year 2 of the pandemic compared to Year 1. This age group had the highest increase in 2021 compared to all other age groups.



- The highest number of cases in Year 2 was reported in the 30-39 age group. There were 2.8 times more COVID-19 infections reported in this age group compared to the first year of the pandemic.
- Vaccine coverage is higher in older age groups, which led to lower case rates for these age groups during the *Omicron* wave.
- There were 19 days in 2020 and 10 days in 2021 when **no cases** were reported in Allegan County.
- 83.6% of individuals in the 65+ age group are fully vaccinated as of March 21, 2022
- 28.1% of the latest eligible 5 to 15 age group have completed their vaccination series as of March 21, 2022
- There were 10 hospitalizations reported in the 0-19 age group, while the highest number of inpatient admissions related to COVID-19 were seen in the 70 to 79 age group.
- All deaths related to SARS-CoV-2 infection was reported in ages 25 older, with the highest number of deaths occurring in the 80+ age group.

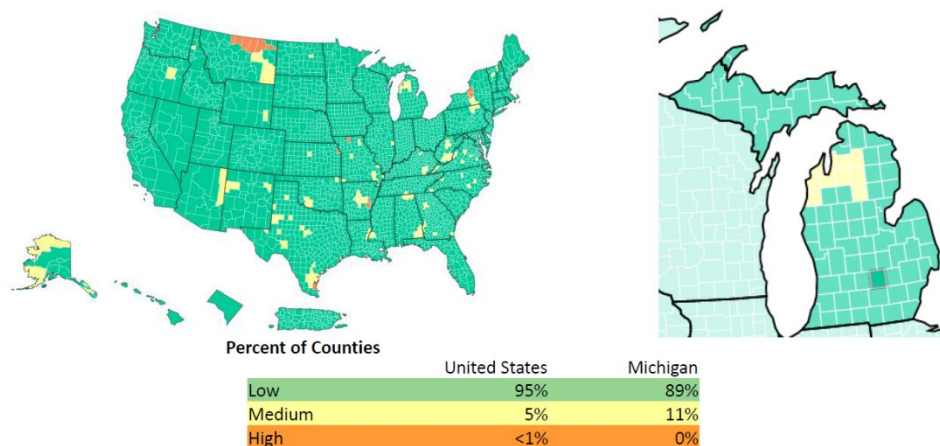
## STATEWIDE

In April 5<sup>th</sup> MDHHS' data and modeling [update](#), **0%** of Michigan counties are at **High COVID-19 Community Levels** and 89% are at Low Community Levels as of March 31, 2022. Overall, all Michigan counties have plateaued with case rates; however, four counties are currently showing a potential increase in case patterns. Michigan remains in the post-surge recovery phase as indicated by current case rates and hospitalizations, and increased access to mitigation measures.

Although the statewide

recommendations for universal masking has dialed down in the recovery phase, masking is still an important component of mitigation and best practice to make informed choices. COVID-19 positive census in hospitals, new admissions, ICU utilization, and pediatric census have plateaued. Overall, there is a decline seen in transmission within school and long-term care settings. Michigan is closely monitoring the current emergence of the Omicron BA.2 wave in Europe. At this time, an increase in BA.2 has been noted for Michigan with limited number of specimen sequencing.

### As of March 31<sup>st</sup>, No Michigan Counties at High COVID-19 Community Levels



## NATIONWIDE

Overall, cases, hospitalizations and deaths are on a downward trend nationwide as other parts of the world are seeing increases. Hospitalizations are lower than they were around this time in the previous year (2021). Michigan is currently ranked number ten for COVID-19 case counts. Vermont, the District of Columbia, Wyoming, Maine and South Dakota have the lowest case rates in the Nation. California, Texas, Florida, New York and Illinois have the highest case rates. Approximately 95% of the States are at low community levels. As of April 4, 2022, the United States reported a decrease in the 7-day case average of over 5.82% since the prior week. **984,697** total deaths have been reported as of April 8, 2022; this accounts for more than 15% of total deaths worldwide. Total cases nationwide as of April 8, 2022 is **80,306,143**.

According to MDHHS data and modeling update as of March 31, 2022, all Region 5 (Midwest) states case counts have plateaued. Illinois and **Michigan** have the highest case rates in Region 5.



States with the Highest COVID-19 Case Rates	Cases Reported in the Last 7 Days*	Deaths Reported in the Last 7 Days*
California	20,347	312
Texas	13,485	188
Florida	10,763	22
New York	15,063	42
Illinois	9,983	93

\*\*Data reported by the [CDC COVID-19 Data Tracker](#) as of April 8, 2022

#### GLOBAL COVID-19 SURVEILLANCE

It is an important and critical goal for global public health practitioners to work toward reducing the number of new COVID-19 cases in order to flatten the epidemic curve. Globally, as of **April 8, 2022**, the World Health Organization (WHO) reports **494,587,638** confirmed cases and **6,170,283** deaths related to the SARS CoV-2 infection. Case rates appear to be declining or plateauing in most European countries following second Omicron wave.

The Johns Hopkins University and Medicine Coronavirus Resource Center reported seeing case surges in the South Korea, Vietnam, Germany. This is indicative of a continued increase in the incidence of the Omicron variant BA.2 cases and higher hospitalization rates.

COVID-19 Risk Level 4	Cases Reported in the Last 7 Days*	Deaths Reported in the Last 7 Days*
South Korea	No data available	No data available
Vietnam	506,083	240
Germany	1,084,012	1,675

\*Data reported by the [World Health Organization Coronavirus Dashboard](#) as of April 8, 2022

COVID-19 Risk Level 4	Weekly New Hospital Admissions for COVID-19**	Closest Available Date of Data Point**
South Korea	10,783	April 7, 2022
Vietnam	No data available	No data available
Germany	5,415	April 8, 2022

\*\*Data reported by the [Our World in Data - Coronavirus \(COVID-19\) Hospitalizations](#)

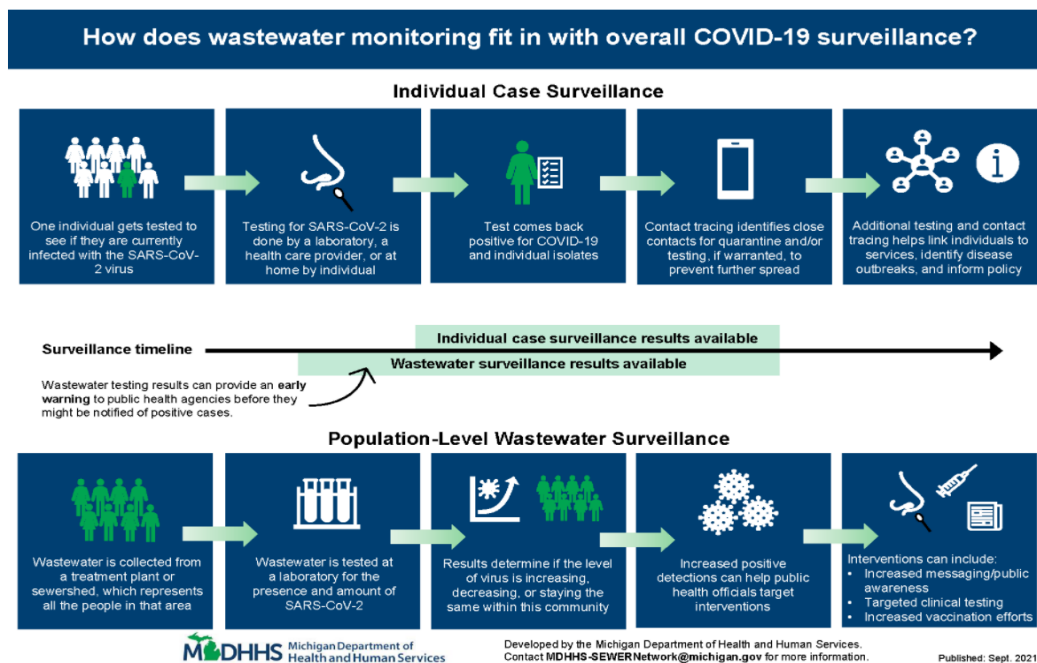
Effective Thursday, April 7, 2022, the CDC released information that the Division of Global Migration and Quarantine will discontinue applying [public health travel restrictions](#) to most COVID-19 cases and contacts with reported air travel. However, the CDC may consider COVID-19 public health travel restrictions in specific situations and can discuss them on a case-by-case basis (e.g., a traveler who may have documented high rates of persistent viral shedding, or to manage a large outbreak with multiple travelers).

#### WASTEWATER SURVEILLANCE

ACHD has been working with Hope College over the last year as they sample wastewater for COVID-19. There are municipal water supply systems, as well as one large business participating in wastewater sampling. ACHD, Hope College, and Ottawa County Department of Public Health met to discuss how surges in the South Korea, Vietnam, Germany wastewater data can be used in surveillance. In the last year, sampling has reduced from 7 days a week to 2-3 days a week. According to the CDC, the median incubation period for Omicron is about three days, which will make it more challenging to rely on this preliminary data without the appropriate resources. The Michigan Data and Modeling Update has reported that 65% of the sentinel wastewater surveillance sites are showing increases or plateaus in COVID-19 in the previous 15-days.

Data as of April 7, 2022

There may be some changes in COVID-19 case levels as prevention measures are eased. A modest overall increase in wastewater levels—which may lead to a large percent change—does not necessarily mean we will see major increases in transmission in a community. CDC is providing technical assistance and support to states to ensure they can respond appropriately to this data, and continues to support the jurisdictions building local wastewater surveillance systems. The figure below depicts the method of utilizing wastewater surveillance data to monitor case patterns at individual and population levels as it relates to the SARS-CoV-2 infection.



ACHD continues to monitor for future case surges correlating to local wastewater signals. There will be more information regarding this level of data analysis in future updates. Additional information on the statewide wastewater surveillance timeline can be found at [Michigan COVID-19 Wastewater Testing and SWEEP Dashboard](#).

#### EPIDEMIOLOGIC SURVEILLANCE: BA.2 OMICRON SUB-VARIANT

The Omicron sub variant BA.2 (coined the “stealth omicron” variant) was first detected in the United States (US) on December 21, 2021 from a sample collected in New Jersey, and is now considered a variant of concern (VOC). Current studies show that BA.2 is more transmissible than previous lineages; however, less severe illness is reported to be caused by BA.2 than its predecessors. The CDC now estimates that this new variant makes up the majority of COVID-19 cases in the US and accounts for approximately 35% of SARS-CoV-2 cases nationwide. This lineage is even more prevalent in certain parts of the country. In fact, over 70% of cases in the Northeast United States are BA.2. This increase is remarkable as the variant went from 35% of genetically sequenced cases to 55% in just seven days, per CDC data.

The CDC has released data as of March 29, 2022, to support that the BA.2 variant is circulating with a frequency of greater than 50% in HHS Region 5, which includes the State of Michigan. Of note, the BA.2 Omicron sub variant is indicative of an increased transmission compared to the BA.1 Omicron variant. In Michigan, 378 BA.2 have been confirmed from 40 counties to date, including 2 confirmed cases in Allegan County.

Based on the transmission levels studied in the United Kingdom (UK), the following observations were noted in MDHHS’ data and modeling report as of March 29, 2022:

- The hospitalization rate associated with BA.2 Omicron sub variant is similar to BA.1 Omicron variant.
- Infection rate in household contacts is 14% with BA.2 vs. 11% with BA.1. Non-household contacts is 5% with BA.2 vs 4% with BA.1.
- Nearly 9% of all recent infections as of the end of February are reported as reinfections.

BA.2 has been shown to be more resistant to some monoclonal treatments than BA.1 and BA.1.1 variants. The following therapies are still encouraged as treatments against the BA.2 variant: Paxlovid, Bectelovimab, Remdesivir and Molnupiravir. For more information about where to obtain these COVID-19 therapies, please visit: [www.michigan.gov/covidtherapy](http://www.michigan.gov/covidtherapy). As cases of this new

variant continue to rise, the same preventive measures are recommended to curb its spread and reduce the virus's opportunities for mutation. ACHD will continue to monitor this Omicron sub lineage and deploy response measures accordingly.

#### PANDEMIC VS. ENDEMIC

Since we have been in a [post-surge recovery phase](#), many might be wondering if we are transitioning from a pandemic to an endemic when it comes to COVID-19. A pandemic is a global epidemic that spreads over several countries or continents affecting a large number of people. An endemic is a disease or condition regularly found among a particular group of people or in a certain area. An example of an endemic is seasonal influenza. We are able to predict the seasons of flu and provide a vaccine yearly that offers a layer of protection. For COVID-19 to become an endemic, the illness will need to become more predictable and stay present at a baseline (steady) level. Currently, it is hard to anticipate what the timeline will be for the expected shift of COVID-19 from a pandemic to endemic, since no patterns have emerged. Past pandemic's can help guide us into what our future with COVID-19 will look like. With protection from the vaccine, along with treatment options such as mAb therapy, Antiviral medication, and Long Covid research (Post Covid Care Centers), researchers are hoping to see improvements in the near future. For more information on what the end of the COVID-19 pandemic would look like, visit the [Johns Hopkins University of Public Health](#) article around the topic. [Click here](#) to view a diagram example of how an infectious disease can move from a pandemic to endemic.

## SOURCES

- [AAPM&R PASC Dashboard](#)
- Allegan County Health Department Facebook page
- [Centers for Disease Control and Prevention](#)
- [CDC Stay Up-to-date on Vaccinations](#)
- [COVID-19 Travel Recommendations by Destination | CDC](#)
- [COVID-19 Vaccine Dashboard](#)
- CHN Associates, Student and Family Assistance Program Monthly Report
- [Find a COVID-19 Vaccine Near You](#)
- HONU
- [Long Term Care Data](#)
- [MDHHS Quarantine and Isolation Guidance](#)
- [MI Backpack Home Test Program](#)
- [MI COVID response Data and Modeling](#)
- [MI Safe Start Map and CDC Indicators](#)
- [Michigan Coronavirus: COVID-19 Vaccine](#)
- [Michigan COVID-19 Wastewater Testing and SWEEP Dashboard](#)
- Michigan Disease Surveillance System (MDSS)
- Michigan Health Alert Network (MIHAN)
- Michigan Department of Health and Human Services (MDHHS) Breakthrough Cases Data File
- [New COVID-19 Cases Worldwide - Johns Hopkins Coronavirus Resource Center \(jhu.edu\)](#)
- [National Public Radio \(NPR\)](#)
- [Our World in Data - Coronavirus \(COVID-19\) Hospitalizations](#)
- [US Food and Drug Administration](#)
- [Vaccinate West Michigan](#)
- [World Health Organization Coronavirus Dashboard](#)
- [Johns Hopkins University of Public Health, \*What does the end of the COVID-19 Pandemic Look Like?\*](#)
- [Seasonal Flu vs. Pandemic Flu \(CDC\)](#)
- [Your Local Epidemiologist – The Power of Ventilation and Filtration](#)

## Reports & Communications:

### A. Resolution 2022-07 – Arbor Day

This is a resolution setting the annual Arbor Day tree planting celebration honoring a Plainwell citizen. This year, the planting/celebration is May 20, 2022 for Tim Roush.

**Recommended action:** Consider adopting the resolution as presented.

### B. William Crispe House – Lease Withdrawal Request

Stanford Lodge entered into a lease agreement in January 2022 to take over the William Crispe House and operate a senior living community. During the process of preparing the building for use, unexpected issues were discovered. Stanford Lodge is requesting to withdraw from the lease due to these issues.

**Recommended action:** Consider the request from Stanford Lodge to withdraw from the lease.

### C. Plainwell #2 Dam and Raceway Structure Removal and Restoration – Grant Agreement and RFP

The Kalamazoo River has been targeted for cleaning and restoration by the federal government and a portion of the river in Plainwell is included in the project. The project involves removing failing dams and restoring the river to riverine conditions that allow for recreational boat passage and fishing. Manager Wilson has been working with DNR, NOAA and other federal agencies to finalize a grant agreement and RFP for the project that must be approved by the City Council as part of the federal government requirements.

**Recommended action:** Consider approving the Plainwell #2 Dam and Raceway Structure Removal and Restoration Grant Agreement and RFP and authorizing the City Manager to amend the RFP as needed.

### D. DPW – Emerald Ash Borer Treatment

The Department of Public Works has hired Honeytree Arborist Services annually since 2009 to treat the City-owned Ash trees for Emerald Ash Borers to prevent damage to the trees. The contracted price of \$3,600.00 has not changed since 2009 and their work has extended the life of the trees in the city. Superintendent Nieuwenhuis recommends continuing the contract with Honeytree Arborist Services for 2022 and 2023 at the cost of \$3,600.00 per year.

**Recommended action:** Council will consider approving a contract with Honeytree Arborist Services to continue treating one third of the City's Ash Trees for Emerald Ash Borers at a cost of \$3,600.00 annually for 2022 and 2023.

### E. DPW – Water Meter Replacement

The water meters used by the city need to be replaced and Etna Supply has been designated the sole source vendor for Sensus water meters and associated equipment. Sensus water meters have been tested in various locations throughout the city and Superintendent Nieuwenhuis is satisfied with the performance of the new meters. Upgrading the meters and reading equipment will allow for monthly readings instead of quarterly, and will reduce the number of man-hours needed to read the meters, as well as provide a more accurate read.

**Recommended action:** Council will consider approving the purchase of Sensus water meters and reading equipment through Etna Supply at a cost of \$482,130.00.

#### **F. DPW – Bridge Street Repairs**

Superintendent Nieuwenhuis would like to rent a skid steer and 40-inch mill and purchase approximately 150 tons of new top mix from Wyoming Asphalt to grind out 2 inches of asphalt throughout Bridge Street. Wyoming Asphalt has competitive pricing but is significantly closer than other asphalt plants. The total cost for product and equipment rental from Wyoming Asphalt for this project will not exceed \$10,000.00.

**Recommended action:** Council will consider approving the purchase of asphalt and use of rental equipment from Wyoming Asphalt to complete Bridge Street repairs in an amount not to exceed \$10,000.00.

#### **G. DPW – Well 4 Upgrades**

Well 4 currently uses chlorine gas to treat the raw water the City uses each day. Liquid chlorine is a safer and easier way to treat the water, however the State of Michigan must approve any changes to treatment. Superintendent Nieuwenhuis recommends approving a contract with Fleis & VandenBrink in the amount of \$5,800.00 to create an engineered design and complete the application process with the State of Michigan to change from chlorine gas to chlorine liquid water treatment.

**Recommended action:** Council will consider approving a contract with Fleis & VandenBrink in the amount of \$5,800.00 to design and complete the application process to the State of Michigan for upgrading Well 4 from chlorine gas to liquid chlorine.

#### **H. Change Order – Roof Encapsulation**

While Melching, Inc was encapsulating the roof as part of the previously approved project on Buildings 2 & 3, damaged spots were found that needed to be replaced. Additional decking and coverboard was required to repair certain sections.

**Recommended action:** Council will consider approving a change order from Melching, Inc for additional decking and coverboard related to the encapsulation project on Buildings 2 & 3 in the amount of \$69,325.52.

#### **Reminder of Upcoming Meetings**

- May 4, 2022 – Plainwell Planning Commission – 7:00pm
- **May 9, 2022 – Plainwell City Council – 7:00pm**
- May 10, 2022 – Plainwell DDA/BRA/TIFA– 7:30am
- May 12, 2022 – Plainwell Parks & Trees – 5:00pm

#### **Non-Agenda Items / Materials Transmitted**

- April 14, 2022 - Allegan County Board of Commissioners Update Administrator's Report

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**Recommended action:** Council will consider approving a contract with Honeytree Arborist Services to continue treating one third of the City's Ash Trees for Emerald Ash Borers at a cost of \$3,600.00 annually for 2022 and 2023.

### E. DPW – Water Meter Replacement

The water meters used by the city need to be replaced and Etna Supply has been designated the sole source vendor for Sensus water meters and associated equipment. Sensus water meters have been tested in various locations throughout the city and Superintendent Nieuwenhuis is satisfied with the performance of the new meters. Upgrading the meters and reading equipment will allow for monthly readings instead of quarterly, and will reduce the number of man-hours needed to read the meters, as well as provide a more accurate read.

**Recommended action:** Council will consider approving the purchase of Sensus water meters and reading equipment through Etna Supply at a cost of \$482,130.00.

#### **F. DPW – Bridge Street Repairs**

Superintendent Nieuwenhuis would like to rent a skid steer and 40-inch mill and purchase approximately 150 tons of new top mix from Wyoming Asphalt to grind out 2 inches of asphalt throughout Bridge Street. Wyoming Asphalt has competitive pricing but is significantly closer than other asphalt plants. The total cost for product and equipment rental from Wyoming Asphalt for this project will not exceed \$10,000.00.

**Recommended action:** Council will consider approving the purchase of asphalt and use of rental equipment from Wyoming Asphalt to complete Bridge Street repairs in an amount not to exceed \$10,000.00.

#### **G. DPW – Well 4 Upgrades**

Well 4 currently uses chlorine gas to treat the raw water the City uses each day. Liquid chlorine is a safer and easier way to treat the water, however the State of Michigan must approve any changes to treatment. Superintendent Nieuwenhuis recommends approving a contract with Fleis & VandenBrink in the amount of \$5,800.00 to create an engineered design and complete the application process with the State of Michigan to change from chlorine gas to chlorine liquid water treatment.

**Recommended action:** Council will consider approving a contract with Fleis & VandenBrink in the amount of \$5,800.00 to design and complete the application process to the State of Michigan for upgrading Well 4 from chlorine gas to liquid chlorine.

#### **Reminder of Upcoming Meetings**

- May 4, 2022 – Plainwell Planning Commission – 7:00pm
- **May 9, 2022 – Plainwell City Council – 7:00pm**
- May 10, 2022 – Plainwell DDA/BRA/TIFA– 7:30am
- May 12, 2022 – Plainwell Parks & Trees – 5:00pm

#### **Non-Agenda Items / Materials Transmitted**

- April 14, 2022 - Allegan County Board of Commissioners Update Administrator's Report