

City of Plainwell



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

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

“The Island City”

AGENDA Plainwell City Council Monday, October 14, 2019 7:00PM

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes/Summary** – 09/23/2019 Regular Meeting & 09/26/2019 Special Meeting
6. **General Public Comments**
7. **Presentations**
 - A. *Photo Contest Winners*
 - B. *Chris Haas Volunteer of the Year*
8. **County Commissioner Report**
9. **Agenda Amendments**
10. **Mayor's Report**
11. **Recommendations and Reports:**
 - A. **WR - Annual Purchase of Calcium Nitrate (Bioxide)**

Council will consider approving consider a contract with Evoqua Water Technologies for chemical purchases for the water renewal process estimated at \$33,720.00.
12. **Communications:** The October 2019 Investment and Fund Balance Reports
13. **Accounts Payable** - \$206,133.44
14. **Public Comments**
15. **Staff Comments**
16. **Council Comments**
17. **Adjournment**

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

The Island City
The City of Plainwell is an equal opportunity provider and employer

MINUTES
Plainwell City Council
September 23, 2019

1. Mayor Keeler called the regular meeting to order at 7:00 PM in City Hall Council Chambers.
2. Pledge of Allegiance was given by all present.
3. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Keeney, Councilmember Overhuel and Councilmember Wisnaski. Absent: None.
4. Approval of Minutes/Summary:
A motion by Steele, seconded by Overhuel, to accept and place on file the Council Minutes and Summary of the 09/09/2019 regular meeting. On voice vote, all voted in favor. Motion passed.
5. Jaylee Streeter, senior at Plainwell High School reported about Teen Serve 2020 with plans to offer painting and minor reports for elderly and veterans in the Plainwell area in July 2020. Applications will be accepted on a phone-in basis. The Group seeks opportunity to use Council Chambers for a kickoff event on October 13, 2019 at 6pm.
A motion by Keeney, seconded by Wisnaski, for Teen Serve to use Council Chambers on Sunday, October 13, 2019 at 6pm for a 2020 Kickoff Event. On a voice vote, all in favor. Motion passed.
6. County Commissioner Report: None.
7. Agenda Amendments: None.
8. Mayor's Report:
Mayor Keeler nominated Councilmember Randy Wisnaski for appointment to the DDA-BRA-TIFA Board.
A motion by Keeney, seconded by Steele, to confirm the Mayor's appointment of Randy Wisnaski to the DDA-BRA-TIFA Board. On a voice vote, all the favor. Motion passed.
9. Recommendations and Reports:
 - A. Community Development Manager Siegel reported on an application received for a building addition for Integrative Health Sciences located at 121 South Anderson Street. Business Owner Dan Morris briefed Council on the expansion plans, which been reviewed by the Planning Commission at its September 18, 2019 meeting and approval is recommended.
A motion by Overhuel, seconded by Keeney, to approve the Site Plan for a building addition at 121 S. Anderson Street. On a voice vote, all in favor. Motion passed.
 - B. Community Development Manager Siegel reported a draft ordinance as part of the city's ongoing work related to certification as a Redevelopment Ready Community. The Complete Streets principles promote a safe network of access for pedestrians, bicyclists, transit users, motorists and users of all ages and abilities. The Planning Commission has reviewed these regulations and recommends approval.
A motion by Steele, seconded by Keeney, to approve Ordinance 383 to regulate the provisions of Complete Streets, and to direct the City Clerk to make publication of the Ordinance in the Union Enterprise. On a voice vote, all in favor. Motion passed.

- C. Personnel Manager Lamorandier reminded Council that during the budget process, the city uses the 80% / 20% method of health insurance whereby the employees contribute 20% of the cost of health care. The Resolution before Council affirms and formalizes that process and approval is recommended.
A motion by Steele, seconded by Overhuel, to adopt Resolution 19-19 for the 80% / 20% Health Care Cost Option for the Publicly Funded Health Insurance. On a voice vote, all in favor. Motion passed.
- D. City Treasurer Kelley reported that newer state law requires the city to specifically fund certain retiree health care costs for new employees hired after July 1, 2018. The city has been budgeting for these costs, but now needs to create a trust to account for these mandated costs. Council would serve as Trustees of the Trust and the day-to-day operations will be handled by a committee consisting of the City Manager, the Personnel Manager, the City Treasurer, a member of the employee group and a representative of Council as appointed by the Mayor. The Trust is effective June 30, 2019 and contributions are actuarially determined on an annual basis.
A motion by Wisnaski, seconded by Steele, to adopt Resolution 19-20 establishing the City of Plainwell Retiree Health Care Trust. On a voice vote, all in favor. Motion passed.
- E. City Manager Wilson and Superintendent Nieuwenhuis gave an update on the Sherwood Avenue Project, tentatively scheduled for completion this week. The Council also considered a second progress billing.
A motion by Keeney, seconded by Steele, to approve a Sherwood Avenue progress billing from Michigan Department of Transportation for \$285,449.43, and that an order be drawn for payment of the same. On a roll-call vote, all in favor. Motion passed.
- F. Superintendent Pond reported having had grounds at the Water Renewal Facility treated for weeds in 2017. That treatment used chemicals which ended up damaging the Norway Spruce and White Pine trees, which will need to be replaced. These trees provided screening from neighboring businesses. The contractor's insurance company offered a settlement as payment for damage to the trees and asks for a release from future claims. After appraisal and negotiation, the insurance company has offered \$18,553.00 to the city as settlement for damage to the trees. At a later time, the contract will be considered by Council for tree removal for the seven (7) trees in question.
A motion by Keeney, seconded by Steele, to authorize a Release from Future Claims for property damage at the Water Renewal Plant by Westfield Insurance for \$18,553.00. On a roll-call vote, all in favor. Motion passed.
- G. City Treasurer Kelley reported that the adopted budget for 2019/2020 includes computers for the City Manager and the Personnel Manager. Recent mandates from the Michigan Bureau of Election require upgrades to the City Clerk's computer as well, which was slated for replacement in the next budget cycle. Rather than upgrade that computer now and replace it next year, Clark Technical Services recommends replacing that computer this year as well. Clark Technical received a quote from the city's preferred computer hardware provider, CDW-G, for \$6,203.68 for four (4) computers, including a new desktop computer for the City Assessor, which is in line with the budgeted amounts, with the remainder coming from operational savings in the Election and Administration departments.
A motion by Wisnaski, seconded by Steele, to approve the purchase of four (4) computers from CDW-G for \$6,203.68 and installation services from Clark Technical Services for \$350 per machine.. On a roll-call vote, all in favor. Motion passed

10. Communications:

- A. **A motion by Steele, seconded by Overhuel, to accept and place on file the August 2019 Public Safety and Water Renewal Reports and the DRAFT Planning Commission Minutes from September 28, 2019. On a voice vote, all in favor. Motion passed.**

11. Accounts Payable:

A motion by Keeney, seconded by Wisnaski, that the bills be allowed and orders drawn in the amount of \$108,751.16 for payment of same. On a roll call vote, all in favor. Motion passed.

12. Public Comments: None

13. Staff Comments:

Superintendent Nieuwenhuis reported that hydrant flushing was successful last week and explained to Council the new method of flushing whereby several teams of two are opening 2-3 hydrants at one time, resulting in less iron residue and a faster flushing time. He also reported on oil residue found in the storm drain system near Power Automotive, which has been cleaned and reopened.

Community Development Manager Siegel reported a successful and well-attended vintage baseball game. She gave an update to Sherwood Park Restroom and noted that there would be three (3) more farmer's markets. She also reminded Council of the October 16, 2019 Public Hearing for the recreational marihuana issue.

Superintendent Pond reported ongoing negotiations and discussions about sewer surcharges.

Public Safety Director Bomar reported having been approached by the contractor working on the Library about closures on South Sherwood to allow connection to utility infrastructure. This prompted a long discussion about notification to homeowners, traffic rerouting, access to M-89 and utility concerns about the building having no heat during the winter. Council asked Administration to act in the best interest of the citizens when discussing specific issues with the library's contractor. Director Bomar then reported on assisting law enforcement with a large country music concert on Friday October 27 in Richland and that traffic will be backed up in Plainwell for that concert. He then reported a successful and beneficial active assailant training with the hospital last week.

Clerk/Treasurer Kelley reported that absent voter ballots are now available. Those who have already submitted applications should have received a ballot. If you need a ballot, please call. Also, the financial audit went well and he is working on the financial statement itself, which should be finalized the week of October 14.

City Manager Wilson reminded Council about the public meeting on Thursday, September 27, 2019 at 7pm for a mill demolition update and that there would be Council action as part of the grant application.

14. Council Comments:

Council Member Overhuel thanked Denise Siegel for a great job putting on the baseball game.

15. Adjournment:

A motion by Steele, seconded by Overhuel, to adjourn the meeting at 8:20 PM. On voice vote, all voted in favor. Motion passed.

Minutes respectfully submitted by,
Brian Kelley
City Clerk/Treasurer

MINUTES APPROVED BY CITY COUNCIL
October 14, 2019

Brian Kelley, City Clerk

SUMMARY
Plainwell City Council
September 23, 2019

1. Mayor Keeler called the regular meeting to order at 7:00 PM in Council Chambers at City Hall.
2. Pledge of Allegiance was given by all present.
3. Roll Call: Present: Keeler, Steele, Keeney, Overhuel and Wisnaski. Absent: None.
4. Approved Minutes/Summary of the 09/09/2019 regular meeting.
5. Authorized use of Council Chambers by Teen Serve 2020 on October 13, 2019.
6. Approved a site plan for a building addition at 121 S. Anderson Street.
7. Approved Ordinance 383 to regulate the provisions of Complete Streets.
8. Adopted Resolution 19-19 affirming the 80% / 20% Health Care Cost Option for the Publicly Funded Health Insurance.
9. Adopted Resolution 19-20 establishing the City of Plainwell Retiree Health Care Trust.
10. Authorized payment to Michigan Department of Transportation for Sherwood Avenue for \$285,449.43.
11. Authorized a Release from Future Claims from Westfield Insurance for \$18,553.00 for property damage at the Water Renewal Facility.
12. Approved the purchase of four (4) computers from CDW-G for \$6,203.68 and installation services from Clark Technical Services at \$350.00 per computer.
13. Accepted and placed on file the August 2019 Public Safety and Water Renewal Reports and the DRAFT Planning Commission Minutes from September 18, 2019.
14. Approved Accounts Payable for \$108,751.16.
15. Adjourned the meeting at 8:20 pm.

Submitted by,
Brian Kelley
City Clerk/Treasurer

MINUTES
Plainwell City Council
September 26, 2019

1. Mayor Keeler called the special meeting to order at 7:00 PM in City Hall Council Chambers.
2. Pledge of Allegiance was given by all present.
3. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Keeney, Councilmember Overhuel and Councilmember Wisnaski. Absent: None.
4. Mayor Keeler introduced City Manager Erik Wilson who gave an overview of the history of the Mill since its closure and bankruptcy to the city purchasing the property and planning for development. He noted the accomplishments over the past 13 years including moving City Hall, demolition of blighted buildings, improvements at Fannie Pell Park and the pedestrian bridge over the Mill Race. He noted that the city had no debt service on the mill as of today, thanks to over \$4.3 million in grant funding over the years.

A motion by Steele, seconded by Overhuel, to open a Public Hearing to discuss a Mill Demolition Grant at 7:17pm. On a voice vote, all in favor. Motion passed.

City Manager Wilson reported that the city has submitted an application to the Michigan Economic Development Corporation (MEDC) for mill demolition and showed the public the expected buildings to be demolished by showing various aerials, photos and drawings. He noted that Building 1, the mill's cornerstone brick building on the west side, has suffered years of snow load and deteriorated to the point that it has been declared a dangerous building by professional inspectors, and is at risk of collapse. A plan will be developed to repurpose as much of the wood and bricks that can be salvaged from that building. He noted that the grant funding would require a 10% match and that no contracts have been let as of today, except certain engineering work to determine how the buildings could be demolished.

Comments and questions were taken from the public in attendance. Those questions included:

- *Whether any metal scrap from the train depot would be reclaimed as part of the city's share?*
- *Exactly where are the buildings to be demolished? I'm having a hard time visualizing which buildings they are.*
- *Whether this grant was a "done deal", or could the funding still not come through?*
- *What is the timeline for demolition if the grant funds are awarded?*
- *What will be the square footage of the remaining buildings after demolition?*

City Manager Wilson noted that due to the match requirements, the city could retain only 10% of the scrap value for the metal salvaged. He reported that the city is spending money on engineering for this project even without a signed grant agreement, which is an indication that confidence is high about being awarded the grant, but this is not a "done deal". He gave an estimate of a planned timeline that by 2021, developers could be working on site plans. He also noted the Weyerhaeuser is the potentially responsible party for the land, but that the development and demolition of the buildings rests with the city. City Manager Wilson also stated that information relative to the environmental review and health and safety plan is available to the public.

With there being no more public comments, **a motion by Keeney, seconded by Steele, to close the Public Hearing at 7:35pm. On a voice vote, all in favor. Motion passed.**

City Manager Wilson then introduced Jodie Dembowske from GHD, who gave an overview of the site remediation efforts related to soil removal and replacement with residential grade topsoil, or commercial,, depending on the location within the mill site, based on redevelopment plans.

During this discussion, an overview picture of the mill site was shown again when Manager Wilson spoke to the buildings scheduled for demolition and the audience was able to better see which buildings would be demolished. Another person asked about the condition of the buildings to remain on the north side of the demolition site (buildings 2 and 3) to which the Manager indicated those buildings were in “decent” shape.

One person from the audience asked why the façade of the buildings facing M-89 hasn’t been cleaned up, to which Council reported that they have been waiting for the final demolition plans before investing in the façade. Another person from the audience asked about whether there would still be deed restrictions on the property after the soil remediation, to which City Manager reported that there would still be deed restrictions related to arsenic and water. He also noted that the entire area is high in arsenic and that the mill site is no higher than other areas, and the water restrictions would be mitigated by the city’s requirement to connect to city water.

Finally, City Manager Wilson asked for the city’s input related to the power poles along the river. As part of the soil remediation, Weyerhaeuser has to move the existing poles along the river to clean the soil. Negotiations between Weyerhaeuser, Consumers Energy and the city have resulted in the possibility of moving the power lines to new poles along M-89 which could be located north of the tree line on the mill property. This would result in less power poles in the MDOT right-of-way on the north side of M-89 and leave the riverbank available for park development. Questions from the audience included burying the powerlines instead of leaving them above ground. Derek Nofz and Angie Snyder, from Consumers Energy, both spoke to the high cost of doing that, particularly as related to power lines crossing the river or the Mill Race, which would more than quintuple the cost. Mr. Nofz also noted that burying power lines in outside of Consumers Energy’s normal agreement with the Michigan Public Service Commission. Ms. Snyder did note that because of the varying types of power lines in this area (high voltage, low voltage, and communication), that there would still be need for power poles in the MDOT right of way to service buildings on the south side of M-89, that two (2) poles would need to remain along the river near City Hall to service the Mill Building, and that there remains the possibility that the communications companies may not move their lines off the existing poles. Those in attendance were largely in favor of moving the power poles off the river and co-locating them along M-89. City Manager Wilson then asked the audience if anyone was not in favor of moving the poles off of the riverfront and co-locating them along M-89; no one from the audience opposed the moved.

One audience member identified himself as Andy Webb, Planning Commission Chairman from Otsego Township, who noted that he was impressed with the presentation and suggested collaboration with municipalities in the Grand Rapids area which have had similar industrial redevelopments to evaluate other potential opportunities. He also suggested that strong broadband internet lines be placed in the development area to allow for the additional needs.

City Manager Wilson reported that once the grant agreement is executed, the city will report such to the development community, which should spur interest in projects, which could be planned and approved during the demolition process. He closed by saying he’s confident that the community will be seeing some progress within the next year. He left a sign-up sheet asking those in attendance to sign up for a Citizen Advisory

Committee asking for input on the power pole and other development issues.

5. Council Comments:

Council Member Overhuel remarked that he is excited to see this development come to fruition.

Council Member Keeney noted that there were a lot of paper mills in this area and that it's great to see what Plainwell has done with theirs.

Each Council Member thanked everyone in attendance for their interest.

Mayor Keeler noted that without City Manager Wilson's insight, "we would not be doing this" and thanked him for a great presentation.

6. Adjournment:

A motion by Keeney, seconded by Wisnaski, to adjourn the meeting at 8:20 PM. On voice vote, all voted in favor. Motion passed.

Minutes respectfully submitted by,
Brian Kelley
City Clerk/Treasurer

MINUTES APPROVED BY CITY COUNCIL
October 14, 2019

Brian Kelley, City Clerk

Brian Kelley

From: Denise Siegel
Sent: Thursday, October 10, 2019 11:52 AM
To: Brian Kelley
Subject: Agenda Council
Attachments: Paul Warnement.png; coming home photo.jpg; evening at the falls.jpeg; Nancy Heilig 2.jpg

Photography Contest – winners

Best in Show – Coming Home by Kimberly Inman
People’s Choice Award – Evening at the Falls by Kimberly Inman
2nd Place - Paul Warnement by Barb Bechtel
3rd Place – Hicks Park Bridge by Ericka



Denise Siegel
Community Development Manager
City of Plainwell
269-685-6821



Plainwell.org

“The City of Plainwell is an equal opportunity provider and employer”









Brian Kelley

From: Denise Siegel
Sent: Thursday, October 10, 2019 11:52 AM
To: Brian Kelley
Subject: Agenda Council
Attachments: Paul Warnement.png; coming home photo.jpg; evening at the falls.jpeg; Nancy Heilig 2.jpg



Volunteer of the Year Award Presentation
Nancy Heilig
Presented by Caitlin Honeysett and Jeff Haas

Denise Siegel
Community Development Manager
City of Plainwell
269-685-6821



Plainwell.org

"The City of Plainwell is an equal opportunity provider and employer"



NOMINATION OF NANCY HEILIG

Nancy Heilig has left an unparalleled legacy to Plainwell. She was a businesswoman, and one who shunned the spotlight, but in her time here her passion and ideas helped to found an unbelievable number of institutions that have permanently made Plainwell a better place.

Nancy was a key person in starting the Teachers' Credit Union, and worked there for 25 years. She started her own financial services business in October of 1985. She moved West Michigan Financial Services to a downtown Plainwell building that she had purchased in May of 1992. The business thrived and, when she retired and turned its care over to Debbie Clark in January of 2011, it was named Clearwater Financial and still is located downtown. Debbie calls Nancy her "role model, inspiration and blessing."

Nancy was one of the charter members of Hope Lutheran Church, and has used the church and her business as her "home bases" for doing good in the community. She was the historian of the church and instrumental in the writing of its recently published history. She made sure each year that Hope members participated in the local backpack project, and in the Plainwell Schools Christmas Project. With Paul Wiggs, another member of Hope, she was instrumental in starting Christian Neighbors, and enthusiastically supported the church's gift of land to CN when they needed a new building. She convinced the church council to permanently put \$500 in the budget to help folks at the Gun River West Park.

It was to Hope that Nancy took her ideas for Good Hands Plainwell, and for Bridges of Hope, and made them into a reality. Nancy had been at a meeting of the Allegan County Community Foundation when she learned that 50% of the children in Plainwell qualified for free lunches. She decided to gather a crew of folks to help her launch what was then Hands to Hands, to put food in children's lockers on Friday to help them through the weekend. The program is now Good Hands Plainwell and feeds hundreds of children each week of the school year. And by the way, the program is a good example that, when obstacles arose, Nancy found a (legal) way to go around them to keep her programs intact.

But Nancy did not stop there. She found out that many of that 50% live in the Gun River West Park, so she started a summer program to feed them and enrich their lives. She secured free food from restaurants and churches in the area, and involved many volunteers to teach the kids sewing, science and other crafts. She asked Joe to come from the Ransom Library and read and sing with the children. From this the library extended many of their after-school programs to Gun River during the summer, and set up a satellite library for kids from birth through the teens. Joe Gross, Director of the library, said that Nancy insisted that the books be available with no strings. As Joe put it, "Nancy was acutely aware of the challenges faced by those in poverty, and she was careful to ensure that even her giving did not increase those challenges in any way."

When the management changed at the park and she was no longer allowed to meet there, she arranged to meet at other sites, and to feed the kids through the federal programs. She also convinced the Plainwell Schools to use their buses to transport the kids on field trips and to lunch. Gun River Park is now a summer federal lunch site.

Four years ago, Nancy convinced Western Michigan University to send several drama students to help the Gun River kids put on a play. For the past three years, the Missoula Children's Theater (for which Nancy secured the initial funding) has come to Plainwell. The program now operates under the auspices of the Arts Council.

Nancy found out about the Bridges of Hope program through her cousin, who had started a group in her area in North Carolina. Nancy then gathered a few others and attended an informational and training session in Indiana. The program here in Plainwell now offers education and support for those trying to break the cycle of poverty. And that is one of Nancy's special talents – she gets ideas, makes them a reality, and works with others so that, when she moves on to something else, the programs continue to thrive and do good work. Diane Barton calls Nancy a “terrific enabler in the best sense of the word.”

Two more examples that Nancy helped to start: Wings of Hope Hospice and Sylvia's Place for Abused Women and Children. Nancy also worked as a volunteer at Wings of Hope after its inception. When Sylvia's place had not had enough money to purchase a house, Nancy convinced one of her clients that she would get wonderful tax breaks by selling her house to Sylvia's Place at a reduced rate, and they finally had their first home.

And yet, during all of this, Nancy helped countless individuals. For example, I recently learned of someone who needed certification for a job opportunity. Nancy spent hours helping her fill out the necessary certification forms. She was also a member of the Women Who Care club, which donates money to non-profits every year. She got to know the people in the trailer park, and often went to her church for emergency financial assistance for them.

Nancy did not like the spotlight on herself, but did receive the Plainwell Schools Volunteer Award (for the Good Hands program) in 2012, and the Allegan Spirit of Women Award in 2016. She has received the Plainwell Key to the City, and an award for her work with Good Hands from the Plainwell Chamber of Commerce. She also received a special recognition proclamation from the Governor and the State of Michigan for her work with Good Hands. It was more her style, though, to call someone at 8 a.m., and, depending on caller ID to let them know who it was, start out with, “I had an idea last night that I think you could help with.” Some of us still have homework assigned by Nancy to do even though she is gone.

Just recently, Nancy and husband Jennings donated funds to plant a Pink Park near the Veterans' Memorial to honor victims and survivors of cancer. It was cancer that finally shut down this woman who so passionately loved and served her community. It would be hard to imagine a Plainwell without Christian Neighbors, Good Hands Plainwell, Hope Lutheran Church, Bridges of Hope, the Missoula Children's Theater, Sylvia's Place, and Wings of Hope Hospice.

We had hoped that Nancy would live long enough to physically receive this award, but now hope that it will be hers posthumously. We believe that few people have left a more permanent mark on our community than has Nancy Heilig.

Submitted by Pat Vance and Cathy Green

Additional information gathered and proposal endorsed by Debbie Clark, Karen Koehn, Del Beier, Donna Gorton, Diane Barton and Deb Heilig.



September 19, 2019

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

**RE: 2019 - 2020 BIOXIDE® FULL SERVICE ODOR CONTROLSM PROGRAM
CITY OF PLAINWELL, MICHIGAN
Evoqua Quote No. Q190916SJ03**

Dear Mr. Pond:

Evoqua Water Technologies LLC would like to thank you for your business and we look forward to serving your odor control needs in the years to come.

The new price for BIOXIDE will be \$2.95/gallon delivered in minimum 2,000-gallon bulk loads. This pricing will take effect on November 1, 2019, and remain firm through October 31, 2020. The \$300 monthly equipment rental fee shall remain the same. The above price is for BIOXIDE and includes two maintenance and optimization services per year.

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

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

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

Sincerely,

Evoqua Water Technologies LLC

Chris Clark

Christopher Clark, Ph.D.
Technical Sales Representative

RE: 2019 - 2020 BIOXIDE® FULL SERVICE ODOR CONTROLsm PROGRAM
CITY OF PLAINWELL, MICHIGAN
Evoqua Quote No. Q190916SJ03

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

Accepted by: _____

This _____ day of _____ Year _____

By: _____

Title: _____

Company: _____

EVOQUA WATER TECHNOLOGIES LLC

Standard Terms of Sale

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

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

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

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

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

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

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

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

Investment Activity Report



City of Plainwell

Investment Portfolio Detail - Unaudited

at: 09/30/2019

Brian Kelley, City Treasurer

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

Insert Signature:

Brian Kelley

Digitally signed by Brian Kelley
Date: 2019.10.01 13:58:33 -04'00'

	Investment Type	CUSIP	Principal Purchase	Institution or Bank	Contact Name and Number	Purchase Date	Maturity Date	Yield	Remaining Days to Maturity
1	Pooled Investment*	N/A	\$189,354	Michigan Class	Rich Garay - 734.604.1494	03/28/2016		2.19%	
2	18-Month CD	N/A	\$155,753	Northstar Bank	Julie Smith - 810.329.7104	02/13/2019	08/12/2020	2.45%	317
3	270-Day CD	N/A	\$102,966	Chemical Bank	Aimee Kornowicz - 269.324.7096	02/20/2019	11/17/2019	2.15%	48
4	365-Day CD	N/A	\$104,146	Grand River Bank	Christy Vierzen - 616.259.1322	06/11/2019	04/06/2020	2.75%	189
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15	* Trust Funds in Pool		-\$46,902		Non-City Funds included in MIClass				

Total Investments: \$505,316.11

Average Yield: 2.39%

Cash Activity for the Month

Cash, beginning of month: \$2,631,209.66

Cash, end of month: \$2,090,785.34

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

Erik J. Wilson, City Manager

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

Insert Signature:

Erik Wilson

Digitally signed by Erik Wilson
DN: c=US, st=Michigan, l=Plainwell, o=City of Plainwell, ou=CoP, cn=Erik Wilson, email=ewilson@plainwell.org
Date: 2019.10.10 14:51:39 -04'00'

CITY OF PLAINWELL

ESTIMATED CASH BALANCE/FUND BALANCE REPORT

MONTH ENDED: 9/30/2019

% OF FISCAL YEAR: 25.14%

AUDITED FIGURES AS OF MOST RECENT AUDIT *			CURRENT YEAR PERFORMANCE - UNAUDITED ***		ESTIMATED FUND BALANCE (AUDIT FB + ACT REV - ACT EXP)	TOTAL RECONCILED CASH AND INVESTED FUNDS	CURRENT YEAR AMENDED BUDGET EXP	EXPENSE BUDGET USED
FUND	CASH BALANCE	FUND BALANCE	ACTUAL REVENUE YTD - CASH BASIS	ACTUAL EXPENSE YTD - CASH BASIS				
General	297,971	424,470	1,196,287	547,264	1,073,493	1,047,103	2,147,054	25.49%
Major Streets	72,892	134,679	58,075	248,306	(55,552)	(8,337)	837,933	29.63%
Local Streets	72,349	38,223	20,962	41,064	18,121	81,756	172,896	23.75%
Solid Waste	30,692	17,613	162,561	34,234	145,940	153,224	189,893	18.03%
Fire Reserve	66,773	71,834	82,094	25,252	128,676	123,388	78,101	32.33%
Airport	24,153	26,993	16,685	17,319	26,359	28,225	52,305	33.11%
Revolving Loan	25,184	61,782	3,021	10,000	54,803	30,134	10,000	100.00%
Capital Improvement	42,343	47,785	82,203	76,468	53,521	114,568	140,097	54.58%
Brownfield BRA	314	26,159	29,927	43,337	12,748	29,042	109,101	39.72%
Tax Increment TIFA	66,056	65,524	271	15,773	50,022	54,176	59,830	26.36%
Downtown DDA	12,711	10,247	48,312	14,426	44,133	59,346	54,413	26.51%
Sewer	810,000	792,920	355,132	429,197	718,855	659,432	1,800,908	23.83%
Water	192,725	136,619	159,576	299,214	(3,019)	(9,789)	830,604	36.02%
Equipment	150,797	125,912	65,635	42,103	149,445	170,969	240,398	17.51%
OPEB**	43,685	60,915	5,563	7,201	59,278	62,865	21,127	34.08%
	1,908,645	2,041,675	2,286,304	1,851,157	2,476,822	2,596,101	6,744,660	27.45%

* - Amounts taken from audited financial statements as of June 30, 2018

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

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

Erik J. Wilson, City Manager		Brian Kelley, City Treasurer	
I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate.		I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate.	
Insert Signature:	Erik Wilson <small>Digitally signed by Erik Wilson DN: c=US, st=Michigan, l=Plainwell, o=City of Plainwell, ou=CoP, cn=Erik Wilson, email=ewilson@plainwell.org Date: 2019.10.10 14:52:00 -0400'</small>	Insert Signature:	Brian Kelley <small>Digitally signed by Brian Kelley Date: 2019.10.01 13:57:52 -0400'</small>

10/10/2019

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL
EXP CHECK RUN DATES 10/14/2019 - 10/14/2019
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

Vendor Code	Vendor Name	Description	Amount
	Invoice		
000004	PLAINWELL AUTO SUPPLY INC		
	2019.09	SEPTEMBER 2019 PART/SUPPLIES	993.58
TOTAL FOR: PLAINWELL AUTO SUPPLY INC			993.58
000010	RIDDERMAN & SONS OIL CO INC		
	119184	DPW DIESEL & GASOLINE	1,308.14
TOTAL FOR: RIDDERMAN & SONS OIL CO INC			1,308.14
000011	SHOPPERS GUIDE INC		
	00894238	SEPTEMBER 2019 ADVERTISING	61.98
TOTAL FOR: SHOPPERS GUIDE INC			61.98
000024	METTLER TOLEDO		
	654771805	CALIBRATION OF LAB SCALE	294.58
TOTAL FOR: METTLER TOLEDO			294.58
000077	MCMaster-CARR SUPPLY		
	16104119	HOSE FOR FERRIC FEED	181.96
TOTAL FOR: MCMaster-CARR SUPPLY			181.96
000079	ALLEGAN COUNTY NEWS		
	2216	SEPT 2019 SUMMARIES/NOTICES	521.22
	2309	DDA PLAINWELL SECTION SEPTEMBER 2019	50.00
TOTAL FOR: ALLEGAN COUNTY NEWS			571.22
000100	SIEGFRIED CRANDALL PC		
	100700	PROGRESS BILLING ON AUDIT SERVICES	7,500.00
TOTAL FOR: SIEGFRIED CRANDALL PC			7,500.00
000108	CHERYL RENEE PICKETT		
	2019.10	MILEAGE - EXCEL TRAINING	21.92
TOTAL FOR: CHERYL RENEE PICKETT			21.92
000134	HAROLD ZIEGLER FORD		
	291858	VEHICLE #4 OIL CHANGE	43.57
	292462	VEHICLE #4 REPAIR	875.99
TOTAL FOR: HAROLD ZIEGLER FORD			919.56
000138	AMERICAN OFFICE SOLUTIONS		
	IN213328	DPS COPIER BASE & USAGE 8/22/19 -9/21/19	91.25
TOTAL FOR: AMERICAN OFFICE SOLUTIONS			91.25
000153	FLEIS & VANDENBRINK INC		
	53687	WELLHEAD PROTECTION TO AUGUST 30 2019	1,900.00

53766	SHERWOOD CONSTRUCTION SERVICES 8/3/19 -8/30/19	28,439.01
TOTAL FOR: FLEIS & VANDENBRINK INC		30,339.01
<hr/>		
000157	DAVID RANTZ	
2019.09	TRAINING MEALS & HEADLIGHT REIMBURSEMENT	37.75
TOTAL FOR: DAVID RANTZ		37.75
<hr/>		
000189	BRYAN POND	
2019-10	19/20 CLOTHING ALLOWANCE	317.42
TOTAL FOR: BRYAN POND		317.42
<hr/>		
000348	KALAMAZOO LANDSCAPE (RENEWED EARTH)	
IN0166699	YARD BLEND FOR SHERWOOD RESTROOM	267.40
TOTAL FOR: KALAMAZOO LANDSCAPE (RENEWED EARTH)		267.40
<hr/>		
000356	LOCK MASTER SECURITY LLC	
9615	CITY HALL CALL BOX REPAIR	221.25
TOTAL FOR: LOCK MASTER SECURITY LLC		221.25
<hr/>		
000513	SCOTT CIVIL ENGINEERING CO INC	
6805	BRIDGE INSPECTIONS (5)	1,700.00
TOTAL FOR: SCOTT CIVIL ENGINEERING CO INC		1,700.00
<hr/>		
000581	FADER EQUIPMENT INC	
129609	DRIVEWAY APPROACH TOOL	26.34
TOTAL FOR: FADER EQUIPMENT INC		26.34
<hr/>		
000609	MIDWAY CHEVROLET	
72077	08 CHEVY IMPALA REPAIR	607.26
TOTAL FOR: MIDWAY CHEVROLET		607.26
<hr/>		
000734	SAFETY KLEEN CORP	
80942540	SOLVENT FOR DPW EQUIP	360.13
TOTAL FOR: SAFETY KLEEN CORP		360.13
<hr/>		
000943	DIXON ENGINEERING INC.	
19-5843	WATER TOWER INSPECTION	3,200.00
TOTAL FOR: DIXON ENGINEERING INC.		3,200.00
<hr/>		
000947	WYOMING ASPHALT & PAVING INC.	
2019-564	SHERWOOD RESTROOM	56.10
2019-589	ASPHALT - ORCHARD ST & LOCAL STREETS	1,121.96
TOTAL FOR: WYOMING ASPHALT & PAVING INC.		1,178.06
<hr/>		
000984	EVOQUA WATER TECHNOLOGIES LLC (SIEM	
904179340	ANNUAL BIOXIDE FOR MARTIN	10,545.93
904183272	SEPTEMBER 2019 ODOR CONTROL RECURRING	300.00
TOTAL FOR: EVOQUA WATER TECHNOLOGIES LLC (SIEM		10,845.93
<hr/>		
000995	HIGH GRADE MATERIALS INC	
726461	PEASTONE FOR SHERWOOD BATHROOMS	86.40
TOTAL FOR: HIGH GRADE MATERIALS INC		86.40
<hr/>		

001041	TELE-RAD INC		
	894430	PANTS - J PELL	77.00
TOTAL FOR: TELE-RAD INC			77.00
<hr/>			
001069	CITY SERVICES INC		
	S103254127.001	6X3/4 SADDLE	95.00
TOTAL FOR: CITY SERVICES INC			95.00
<hr/>			
001415	DAN'S TREE SERVICE		
	002119	CITY TREE TRIMMING & REMOVAL FALL 2019	3,050.00
	002121	HILL ST STORM DAMAGED TREE	950.00
TOTAL FOR: DAN'S TREE SERVICE			4,000.00
<hr/>			
001448	PROFESSIONAL CODE INSPECTIONS		
	6148	SEPTEMBER 2019 PERMITS	2,350.00
TOTAL FOR: PROFESSIONAL CODE INSPECTIONS			2,350.00
<hr/>			
001548	DAVID KUITERT		
	2019.10	MFR LATE RENEWAL APPLICATION FEE	50.00
TOTAL FOR: DAVID KUITERT			50.00
<hr/>			
001873	SCHANZ TIRE & AUTO SUPPLY INC.		
	147820	TRUCK #20	165.00
TOTAL FOR: SCHANZ TIRE & AUTO SUPPLY INC.			165.00
<hr/>			
002018	CDW-G		
	VCQ6531	3 LAPTOPS/DOCKING STATIONS, UPGRADE LICENSE	4,614.80
TOTAL FOR: CDW-G			4,614.80
<hr/>			
002030	DRUG SCREEN PLUS INC		
	19QTR 4.1339	DRUG SCREENING	64.00
TOTAL FOR: DRUG SCREEN PLUS INC			64.00
<hr/>			
002031	PATRICIA SAUSAMAN		
	2019-09	MILEAGE - LERMA TRAINING	208.80
TOTAL FOR: PATRICIA SAUSAMAN			208.80
<hr/>			
002070	SIGNWRITER - SUNSET ENTERPRISES		
	40884	SIGN REPAIR & RE-INSTALL	670.00
TOTAL FOR: SIGNWRITER - SUNSET ENTERPRISES			670.00
<hr/>			
002116	CHARTER COMMUNICATIONS (SPECTRUM)		
	0005188100119	DPW/WR INTERNET SERVICE OCTOBER 2019	114.98
TOTAL FOR: CHARTER COMMUNICATIONS (SPECTRUM)			114.98
<hr/>			
002149	DONNIE'S AUTO REPAIR		
	2019.09	TRUCK #17 REPAIR	165.00
TOTAL FOR: DONNIE'S AUTO REPAIR			165.00
<hr/>			
002219	CLARK TECHNICAL SERVICES		
	286	SEPTEMBER 2019 PC INSTALL/REINSTALL (3)	700.00

	286A	SEPTEMBER 2019 CITY WIDE IT SERVICES	817.50
TOTAL FOR: CLARK TECHNICAL SERVICES			1,517.50
<hr/>			
002281	HOME DEPOT		
	2019-09	SEPTEMBER 2019 STATMENT	509.47
TOTAL FOR: HOME DEPOT			509.47
<hr/>			
002301	JOYFUL CLEANING - LINDA TUBBS		
	1102	AUGUST 2019 CLEANING SERVICES	964.00
TOTAL FOR: JOYFUL CLEANING - LINDA TUBBS			964.00
<hr/>			
002361	CLARK HILL PLC ATTORNEYS AT LAW		
	912072	ATTORNEY FEES AUGUST 2019	412.50
TOTAL FOR: CLARK HILL PLC ATTORNEYS AT LAW			412.50
<hr/>			
002368	ORTON, TOOMAN, HALE, MCKOWN & KIEL		
	2019.09	SEPTEMBER 2019 LEGAL SERVICES	425.00
TOTAL FOR: ORTON, TOOMAN, HALE, MCKOWN & KIEL			425.00
<hr/>			
002371	RENEWED EARTH INC		
	27752	YARD BLEND - SHERWOOD RESTROOM	267.40
	27773	YARD BLEND - 302 MORRELL ST	76.40
	27785	YARD BLEND - 2ND AVE	57.30
	27786	YARD WASTE CONTRACT OCTOBER 2019	1,250.00
TOTAL FOR: RENEWED EARTH INC			1,651.10
<hr/>			
002402	STEENSMA LAWN & POWER EQUIPMENT		
	650153	#73 X MARK MOWER	21.14
TOTAL FOR: STEENSMA LAWN & POWER EQUIPMENT			21.14
<hr/>			
002418	WHITNEY ENTERPRISES INC		
	2019.09	GRIND 2 STUMPS - SHERWOOD AVE	100.00
TOTAL FOR: WHITNEY ENTERPRISES INC			100.00
<hr/>			
002582	PLAINWELL REDI MIX - COSGROVE ENTER		
	9630	LIME (5) - SHERWOOD PARK BATHROOM	610.00
	9638	LIME (8) - SHERWOOD PARK RESTROOM	976.00
	9659	SHERWOOD PARK - LIME & READY MIX	274.00
TOTAL FOR: PLAINWELL REDI MIX - COSGROVE ENTER			1,860.00
<hr/>			
002618	KIM BROWN		
	2019-09	MILEAGE - TRAINING & DRUG TESTING	76.73
TOTAL FOR: KIM BROWN			76.73
<hr/>			
002650	FUEL MANAGEMENT SYSTEM/PACIFIC PRID		
	66811	DPS FUEL 9/16/19 -9/30/19	513.10
TOTAL FOR: FUEL MANAGEMENT SYSTEM/PACIFIC PRID			513.10
<hr/>			
002651	GBS GOVERNMENTAL BUSINESS INC		
	19-36809	ELECTION SUPPLIES	51.20
	19-36920	ELECTION SUPPLIES	85.65
TOTAL FOR: GBS GOVERNMENTAL BUSINESS INC			136.85
<hr/>			

002703	CONTINENTAL LINEN SERVICES INC		
	2019.09CH	SEPTEMBER 2019 CITY HALL RUGS	45.20
	2019.09DPS	SEPTEMBER 2019 DPS RUGS	41.84
	2019.09DPW	SEPTEMBER 2019 DPW UNIFORMS/RUGS/MISC	147.02
	2019.09WR	SEPTEMBER 2019 WR UNIFORMS/RUGS	63.88
	TOTAL FOR: CONTINENTAL LINEN SERVICES INC		297.94
002708	MORGAN BIRGE' & ASSOCIATES		
	52273	OCTOBER 2019 PHONE MAINTENANCE	130.00
	TOTAL FOR: MORGAN BIRGE' & ASSOCIATES		130.00
002740	STATE OF MICHIGAN		
	551-547258	SOR FEES - NEWTON	30.00
	TOTAL FOR: STATE OF MICHIGAN		30.00
002787	ESPER ELECTRIC		
	19095	ELECTRICAL SERVICES WR PLANT, SHERWOOD RESTROOI	418.58
	19303	SHERWOOD PARK RESTROOM	313.11
	TOTAL FOR: ESPER ELECTRIC		731.69
002813	GORDON WATER SYSTEMS		
	1821099	WATER & COOLER RENTAL	34.50
	TOTAL FOR: GORDON WATER SYSTEMS		34.50
003028	CIVICA ENGINEERING PLLC		
	1041-1	CITY CENTER PARKING STUDY	1,500.00
	TOTAL FOR: CIVICA ENGINEERING PLLC		1,500.00
003067	HELPNET (BBC-HELPNET)		
	27155	EAP OCTOBER - DECEMBER 2019	299.88
	TOTAL FOR: HELPNET (BBC-HELPNET)		299.88
003087	TOTAL PROPERTY MANAGEMENT		
	11859	TRACTOR & RAKE RENTAL FOR SHERWOOD BATHROOM	200.00
	TOTAL FOR: TOTAL PROPERTY MANAGEMENT		200.00
004151	RHINO SEED & LANDSCAPE SUPPLY LLC		
	19009538	STRAW SEEDING MULCH FOR SHERWOOD PARK	212.25
	TOTAL FOR: RHINO SEED & LANDSCAPE SUPPLY LLC		212.25
004182	PITNEY BOWES/PURCHASE POWER		
	2019-09	POSTAGE ON METER 9/06/2019	150.00
	TOTAL FOR: PITNEY BOWES/PURCHASE POWER		150.00
004220	US BANK EQUIPMENT FINANCE (COPIER)		
	395301823	CH COPIER LEASE PAYMENT OCT 2019	147.00
	TOTAL FOR: US BANK EQUIPMENT FINANCE (COPIER)		147.00
004241	GHD SERVICES INC		
	1020196	ENGINEERING PHASE 111 MILL DEMO THROUGH 8/31/19	11,819.71
	1023292	UTILITIES/COMMON AREA MAINTENANCE AUGUST 2019	1,265.81

TOTAL FOR: GHD SERVICES INC			13,085.52
<hr/>			
004803	ARROW ENERGY INC		
	95668	AIRPORT FUEL 9/12/19 1485 GALLONS	5,708.53
TOTAL FOR: ARROW ENERGY INC			5,708.53
<hr/>			
004832	QUALITY PRECAST INC		
	15052	SHERWOOD PARK BATHROOM FACILITY	44,850.00
TOTAL FOR: QUALITY PRECAST INC			44,850.00
<hr/>			
004852	PACE ANALYTICAL SERVICES LLC		
	1950121227	WR SAMPLES - IPP	290.00
TOTAL FOR: PACE ANALYTICAL SERVICES LLC			290.00
<hr/>			
004855	PLAINWELL ACE HARDWARE		
	3639	SHERWOOD BATHROOM	7.76
	3654	WATER CAN FOR CITY HALL	17.99
	3657	TREE STUMPS MARKING	6.59
	3661	SHERWOOD PARK BATHROOM	0.54
	3665	FIREMANS NOZZLE, POWERFUEL PRE-MIX	55.14
	3676	MORRELL ST WATER SERVICE REPAIR	4.99
	3679	SHERWOOD PARK RESTROOM KEYS	7.96
	3680	MORRELL ST WATER PROJECT	42.76
	3682	INSECT REPELLANT	17.97
	3685	TRUCK 5	15.18
	3689	HYDRANT PAINT SUPPLIES	12.04
	3693	CLEANING SUPPLIES	27.96
	3704	GLUE FOR AIRPORT, PARKING LOT LIGHTS	26.98
	3706	CHRISTMAS LIGHTS	5.99
	3723	FILLER FOR TOUCH PAD/WATER METER DRILL HOLES	3.99
TOTAL FOR: PLAINWELL ACE HARDWARE			253.84
<hr/>			
004858	FERGUSON WATERWORKS		
	0087145	E. PLAINWELL ST. STORM	412.88
TOTAL FOR: FERGUSON WATERWORKS			412.88
<hr/>			
004882	AERIAL HYDRAULIC REPAIR INC		
	905657	TRUCK #7 REPAIR	710.20
TOTAL FOR: AERIAL HYDRAULIC REPAIR INC			710.20
<hr/>			
004894	BORGESS CORPFIT OCCUPATIONAL HEALTH		
	367290	DOT PHYSICAL 9/12/19 - D. MCCLELLAN	70.00
TOTAL FOR: BORGESS CORPFIT OCCUPATIONAL HEALTH			70.00
<hr/>			
004902	BLOOM SLUGGETT PC		
	19598	SEPTEMBER 2019 LEGAL SERVICES	100.00
TOTAL FOR: BLOOM SLUGGETT PC			100.00
<hr/>			
005013	MATRIX PRINTING & MAILING		
	19507	NAME BADGES FOR COUNCIL, WILSON & KELLEY	108.30
TOTAL FOR: MATRIX PRINTING & MAILING			108.30
<hr/>			

TOTAL - ALL VENDORS

151,215.64

INVOICE AUTHORIZATION

Person Compiling Report

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

Insert Signature:

Amanda
Kersten

Digitally signed by Amanda Kersten
DN: cn=Amanda Kersten, o=City of
Plainwell, ou=City Hall,
email=akersten@plainwell.org, c=US
Date: 2019.10.10 09:08:15 -04'00'

Brian Kelley, City Clerk/Treasurer

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

Insert Signature:

Brian Kelley

Digitally signed by Brian
Kelley
Date: 2019.10.10
16:35:37 -04'00'

Bryan Pond, Water Renewal Plant Supt.

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

Insert Signature:

Bill Bomar, Public Safety Director

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

Insert Signature:

Bill Bomar

Digitally signed by Bill
Bomar
Date: 2019.10.10
10:32:02 -04'00'

Bob Nieuwenhuis, Public Works Supt.

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

Insert Signature:

Erik J. Wilson, City Manager

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

Insert Signature:

Erik Wilson

Digitally signed by Erik Wilson
DN: cn=US, st=Michigan, l=Plainwell,
o=City of Plainwell, ou=CoP, cn=Erik
Wilson, email=ewilson@plainwell.org
Date: 2019.10.10 14:51:04 -04'00'

10/10/2019

CHECK REGISTER FOR CITY OF PLAINWELL
CHECK DATE FROM 09/24/2019 - 10/15/2019

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank CBGEN Chemical Bank - General AP Account					
Check Type: ACH Transaction - <i>Property Tax Payments</i>					
09/27/2019	CBGEN	1624(A)	ALLEGAN COUNTY TREASURER	2019 SUMMER TAXES COLLECTED W/E 09/21/2	852.83
09/27/2019	CBGEN	1625(A)	RANSOM DISTRICT LIBRARY	2019 SUMMER TAXES COLLECTED W/E 09/21/2	121.93
10/04/2019	CBGEN	1628(A)	ALLEGAN COUNTY TREASURER	2019 SUMMER TAXES COLLECTED W/E 09/28/20	1,276.96
10/04/2019	CBGEN	1629(A)	RANSOM DISTRICT LIBRARY	2019 SUMMER TAXES COLLECTED W/E 09/28/20	182.56
10/11/2019	CBGEN	1632(A)	ALLEGAN COUNTY TREASURER	2019 SUMMER TAX/INTEREST COLLECTED W/E 1	650.77
10/11/2019	CBGEN	1633(A)	RANSOM DISTRICT LIBRARY	2019 SUMMER TAX/INTEREST COLLECTED W/E 1	93.04
Total ACH Transaction:					<u>3,178.09</u>
Check Type: EFT Transfer - <i>Automatic Payments</i>					
09/26/2019	CBGEN	1626(E)	FIRST NATIONAL BANK (CREDIT CARD)	CREDIT CARD STATEMENT 09/22/2019	2,392.90
10/07/2019	CBGEN	1630(E)	UNITED HEALTHCARE INSURANCE COMPANY	RETIREE HEALTH INSURANCE OCTOBER 2019 -	203.66
10/07/2019	CBGEN	1631(E)	UNITED HEALTHCARE INSURANCE COMPANY	RETIREE HEALTH INSURANCE OCTOBER 2019 -	196.88
10/11/2019	CBGEN	1634(E)	SILVERSCRIPT INSURANCE COMPANY	OCTOBER 2019 RETIREE PRESCRIPTION COVERA	30.80
10/11/2019	CBGEN	1635(E)	SILVERSCRIPT INSURANCE COMPANY	OCTOBER 2019 RETIREE PRESCRIPTION COVERA	30.80
Total EFT Transfer:					<u>2,855.04</u>
Bank UBAP United Bank - General Checking					
Check Type: ACH Transaction - <i>Property Tax Payments</i>					
10/15/2019	UBAP	112(E)	CITY OF PLAINWELL	OCTOBER 2019 CITY UTILITY BILLS	1,469.86
10/04/2019	UBAP	113(E)	CENTURYLINK	SEPTEMBER 2019 LONG DISTANCE	0.79
10/08/2019	UBAP	115(E)	UNITED BANK	ACH FEE FOR UB PRENOTE FILE	7.00
Total EFT Transfer:					<u>1,477.65</u>

Check Type: Paper Check - Manual Checks

09/24/2019	UBAP	15115	AT&T - SBC	PHONES THROUGH 9/13/2019	1,390.94
09/24/2019	UBAP	15116	MICHIGAN GAS UTILITIES CORP.	GAS UTILITY THROUGH 9/10/2019	1,396.06
09/24/2019	UBAP	15117	VERIZON	8/11/19 - 9/10/19 UTILITY MACHINE CELL S	52.68
10/01/2019	UBAP	15119	C.O.P.S. TRUST INSURANCE	DENTAL & VISION INSURANCE OCTOBER 2019	1,302.03
10/01/2019	UBAP	15120	MADISON NATIONAL LIFE INSURANCE CO	OCTOBER 2019 LIFE INSURANCE	100.77
09/24/2019	UBAP	15121	MIDWEST CUSTOM EMBROIDERY	2019-2020 DPW & WR UNIFORM SHIRT ORDER	1,143.65
09/24/2019	UBAP	15122	GARY HERBERT, TREASURER	CRISPE TRUST CD INTEREST SEPTEMBER 2019	174.14
10/01/2019	UBAP	15125	VERIZON	DPW/WR DESK PHONES 8/18/19 - 9/17/19	221.98
10/01/2019	UBAP	15126	CHARTER COMMUNICATIONS (SPECTRUM)	DPS PHONES/TV/INTERNET 9/19/19 -10/18/1	425.01
10/01/2019	UBAP	15127	PRIORITY HEALTH	OCTOBER 2019 HEALTH INSURANCE PREMIUM	25,333.29
09/30/2019	UBAP	15128	POSTMASTER	TO MAIL UTILITY BILLS	561.82
10/07/2019	UBAP	15129	KALAMAZOO 8TH DISTRICT COURT	Miscellaneous	200.00
10/08/2019	UBAP	15130	CONSUMERS ENERGY	ELECTRICITY THROUGH SEPTEMBER 26, 2019	13,425.60
10/08/2019	UBAP	15131	VERIZON	DPS PHONES EOC 9/13/19 - 9/23/19	1,104.05
10/08/2019	UBAP	15132	REPUBLIC WASTE SERVICES	DPW/CITY GARBAGE/RECYCLE OCTOBER 2019	575.00
Total Paper Check:					<u>47,407.02</u>

REPORT TOTALS:

Total of 29 Checks:	54,917.80
Less 0 Void Checks:	0.00
Total of 29 Disbursements:	<u><u>54,917.80</u></u>

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: 2019.10.10 14:25:59 -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
DN: c=US, st=Michigan, l=Plainwell, o=City of Plainwell, ou=CoP, cn=Erik Wilson, email=ewilson@plainwell.org
Date: 2019.10.10 14:50:30 -04'00'



Subject: Policy and Procedures for Compliance with Title VI of the Civil Rights Act of 1964 Non-Discrimination Plan	Original Adoption Date: March 11, 2005
Policy Number: CW 15-02	Reviewed Date: May 2015 November 2017 August 2018
Primary Responsibility: Title VI Coordinator City Manager	Revision Date: May 12, 2015 September 10, 2018 September 24, 2019
Department Head Approval: 	Date: 9-25-19
Approved by: _____	Date: _____

211 North Main Street

Plainwell, MI 49080

Phone: 269-685-6821

Fax: 269-685-7282

Website: <http://www.plainwell.org/>

Title VI Coordinator:

Erik J. Wilson, City Manager

Email: ewilson@plainwell.org



TABLE OF CONTENTS

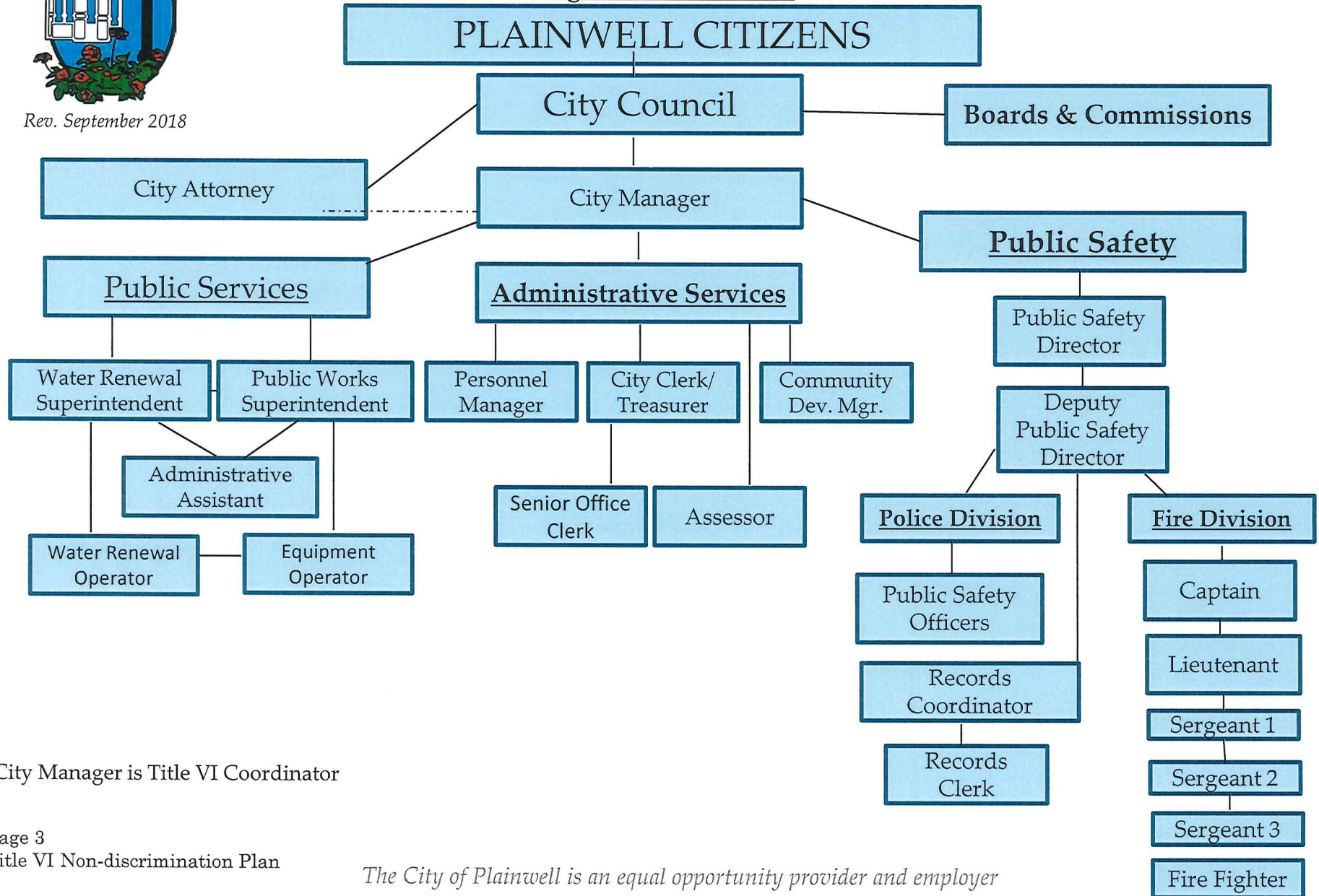
Organization Chart.....	3
Introduction.....	4
Non-Discrimination Policy Statement.....	7
Standard Title VI Assurances	9
Authorities	11
Definitions	12
Administration	14
Limited English Proficiency (LEP)	15
Environmental Justice (EJ)	22
Filing a Title VI Complaint	25
Investigation	26
Appendix A – Required Contract Language	28
Appendix B – Transfer of Property	30
Appendix C – Permits, Leases, and Licenses	32
Appendix D – Title VI Complaint Form	33
Appendix E – Determine/Distinguish Significant/Non-Significant Effects	35
Appendix F – Program Compliance/Program review Goals for Current Plan Year	36



Rev. September 2018

City of Plainwell, Michigan

Organizational Chart



*City Manager is Title VI Coordinator



INTRODUCTION

Plainwell is an ideal place to live and work. Plainwell offers an exemplary school system, an award winning health care provider, downtown parks, available and affordable housing, and a distinct community with its own industrial, commercial and residential base. With over 4,500 jobs currently supported in Plainwell, companies, firms, and small business owners alike will find that Plainwell provides the needed market, space, and talent needed to succeed.

The City of Plainwell serves all people of the City, including minority populations, low-income populations, the elderly, persons with disabilities, and those who traverse the state of Michigan. The City of Plainwell recognizes its responsibility to provide fairness and equity in all of its programs, services, and activities, and that it must abide by and enforce federal and state civil rights legislation.

Title VI of the Civil Rights Act of 1964, is the overarching civil rights law which prohibits discrimination based on race, color, or national origin, in any program, service or activity that receives federal assistance. Specifically, Title VI assures that, "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance." Title VI has been broadened by related statutes, regulations and executive orders. Discrimination based on sex is prohibited by Section 324 of the Federal-Aid Highway Act, which is the enabling legislation of the Federal Highway Administration (FHWA). The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 prohibit unfair and inequitable treatment of persons as a result of projects which are undertaken with Federal financial assistance. The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all programs and activities of federal-aid recipients and contractors whether those programs and activities are federally funded or not.

In addition to statutory authorities, Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," signed in February of 1994, requires federal agencies to achieve Environmental Justice as part of its mission by identifying disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations. Environmental Justice initiatives are accomplished by involving the potentially affected public in the development of transportation projects that fit within their communities without sacrificing safety or mobility. In 1997, the U.S. Department of Transportation (USDOT) issued its DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations to summarize and expand upon the requirements of Executive Order 12898 on Environmental Justice. Also, Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," provides that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives Federal financial assistance.



As a recipient of federal financial assistance, the City of Plainwell must provide access to individuals with limited ability to speak, write, or understand the English language. The City will not restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under its programs or projects. Individuals may not be subjected to criteria or methods of administration which cause adverse impact because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program because of race, color or national origin. Therefore, the primary goals and objectives of the City of Plainwell's Title VI Program are:

1. To assign roles, responsibilities, and procedures for ensuring compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives;
2. To ensure that people affected by the City's programs and projects receive the services, benefits, and opportunities to which they are entitled without regard to race, color, national origin, age, sex, or disability;
3. To prevent discrimination in the City of Plainwell's programs and activities, whether those programs and activities are federally funded or not;
4. To establish procedures for identifying impacts in any program, service, or activity that may create illegal adverse discrimination on any person because of race, color, national origin, age, sex, or disability; or on minority populations, low-income populations, the elderly, and all interested persons and affected Title VI populations;
5. To establish procedures to annually review Title VI compliance within specific program areas within the City;
6. To set forth procedures for filing and processing complaints by persons who believe they have been subjected to illegal discrimination under Title VI in the City's services, programs or activities.

As a sub-recipient of federal transportation funds, the City of Plainwell must comply with federal and state laws, and related statutes, to ensure equal access and opportunity to all persons, with respect to transportation services, facilities, activities, and programs, without regard to race, color, national origin, sex, socio-economic status, or geographical location. Every effort will be made to prevent discrimination in any program or activity, whether those programs and activities are federally funded or not, as guaranteed by the Civil Rights Restoration Act of 1987.

The City of Plainwell shall also ensure that their sub-recipients adhere to state and federal law and include in all written agreements or contracts, assurances that the sub-recipient must comply with Title VI and other related statutes. The City of Plainwell, as a sub-recipient who distributes federal transportation funds, shall monitor their sub-recipients for voluntary compliance with Title VI. In the event that non-compliance is discovered, the City will make a good faith effort to ensure that the sub-recipient corrects any deficiencies arising out of complaints related to Title VI; and that sub-recipients



will proactively gauge the impacts of any program or activity on minority populations and low-income populations, the elderly, persons with disabilities, all interested persons and affected Title VI populations.

Discrimination under Title VI

There are two types of illegal discrimination prohibited under Title VI and its related statutes. One type of discrimination which may or may not be intentional is “disparate treatment.” Disparate treatment is defined as treating similarly situated persons differently because of their race, color, national origin, sex, disability, or age.

The second type of illegal discrimination is “disparate impact.” Disparate impact discrimination occurs when a “neutral procedure or practice” results in fewer services or benefits, or inferior services or benefits, to members of a protected group. With disparate impact, the focus is on the consequences of a decision, policy, or practice rather than the intent.

The City of Plainwell’s efforts to prevent such discrimination must address, but not be limited to, a program’s impacts, access, benefits, participation, treatment, services, contracting opportunities, training, investigation of complaints, allocation of funds, prioritization of projects, and the overarching functions of planning, project development and delivery, right-of-way, construction, and research.

The City of Plainwell has developed this Title VI Plan to assure that services, programs, and activities of the City are offered, conducted, and administered fairly, without regard to race, color, national origin, sex, age, or disability of the participants or beneficiaries of federally funded programs, services, or activities (see Title VI Assurances).



**CITY OF PLAINWELL
NON-DISCRIMINATION POLICY STATEMENT**

The City of Plainwell reaffirms its policy to allow all individuals the opportunity to participate in federal financially assisted services and adopts the following provision:


“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” In applying this policy, the City and its sub-recipients of federal funds shall not:

1. Deny any individual of any service, opportunity, or other benefit for which such individual is otherwise qualified;
2. Provide any individual with any service, or other benefit, which is inferior (in quantity or quality) to, or which is provided in a different manner from that which is provided to others;
3. Subject any individual to segregated or disparate treatment in any manner related to such individual's receipt of services or benefits;
4. Restrict an individual in any way from the enjoyment of services, facilities or any other advantage, privilege or other benefit provided to others;
5. Adopt or use methods of administration, which would limit participation by any group of recipients or subject any individual to discrimination;
6. Address any individual in a manner that denotes inferiority because of race, color, or national origin;
7. Permit discriminatory activity in a facility built in whole or in part with federal funds;
8. Deny any segment of the population the opportunity to participate in the operations of a planning or advisory body that is an integral part of a federally funded program;
9. Fail to provide information in a language other than English to potential or actual beneficiaries who are of limited English speaking ability, when requested and as appropriate;
10. Subject an individual to discriminatory employment practices under any federally funded program whose objective is to provide employment;
11. Locate a facility in any way, which would limit or impede access to a federally-funded service or benefit.




The City of Plainwell will actively pursue the prevention of any Title VI deficiencies or violations and will take the necessary steps to ensure compliance. If irregularities occur in the administration of the program's operation, procedures will be promptly implemented to resolve Title VI issues within a period not to exceed 90 days.

The City of Plainwell designates Erik Wilson, City Manager, as the Title VI Coordinator. The City Manager will be responsible for initiating and monitoring Title VI activities and other required matters, ensuring that the City of Plainwell complies with the Title VI regulations and pursues prevention of Title VI deficiencies or violations. Inquiries concerning the City of Plainwell and Title VI may be directed to the City Manager, 211 N. Main Street, Plainwell, MI 49080; Phone: 269-685-6821; Fax: 269-685-7282; E-mail: ewilson@plainwell.org.



Bradley R. Keeler
Mayor



Erik J. Wilson
City Manager/Title VI Coordinator



**CITY OF PLAINWELL
TITLE VI ASSURANCES**

The City of Plainwell (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs for the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and hereby gives assurances that it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7 (a) (1) and (b) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurance with respect to the Federal Aid Highway Program:

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal Aid Highway Programs and, in adapted form in all proposals for negotiated agreements:

"The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, SubTitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

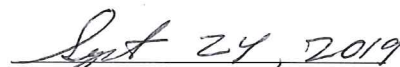


6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal Aid Highway Program.
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom it delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

City of Plainwell


Bradley R. Keeler, Mayor


Date



AUTHORITIES

Title VI of the Civil Rights Act of 1964, 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h);

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin (including Limited English Proficiency), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (please refer to 23 CFR 200.9 and 49 CFR 21). Related statutes have broadened the grounds to include age, sex, low income, and disability.

The Civil Rights Restoration Act of 1987 also broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100-259 [S. 557] March 22, 1988).

Federal Aid Highway Act of 1973, 23 USC 324: No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under this title or carried on under this title.

Age Discrimination Act of 1975, 42 USC 6101: No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

Americans With Disabilities Act of 1990 PL 101-336: No qualified individual with a disability shall, by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination by a department, agency, special purpose district or other instrumentality of a state or local government.

Section 504 of the Rehabilitation Act of 1973: No qualified individual with a disability shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance.

USDOT Order 1050.2: Standard Title VI Assurances

EO12250: Department of Justice Leadership and coordination of Non-discrimination Laws.

EO12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.

28 CFR 50.3: Guidelines for the enforcement of Title VI of the Civil Rights Act of 1964.

EO13166: Improving Access to Services for Persons with Limited English Proficiency.



DEFINITIONS

Adverse Effects – The totality of significant individual or cumulative human health or environmental effects including interrelated social and economic effects, which may include, but are not limited to: (See Appendix E for additional discussion of “significant”)

- Bodily impairment, infirmity, illness or death
- Air, noise and water pollution and soil contamination
- Destruction or disruption of man-made or natural resources
- Destruction or diminution of aesthetic values
- Destruction or disruption of community cohesion or community’s economic vitality
- Destruction or disruption of the availability of public and private facilities and services
- Adverse employment effects
- Displacement of person’s businesses, farms or non-profit organizations
- Increased traffic congestion, isolation, exclusion or separation of minority or low-income individuals within a given community or from the broader community
- Denial of, reduction in, or significant delay in the receipt of benefits of the City programs, policies and activities

Federal Assistance – Includes grants and loans of federal funds; the grant or donation of federal property and interests in property; the detail of federal personnel, federal property or any interest in such property without consideration or at a nominal consideration or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and any federal agreement, arrangement or other contract which has, as one of its purposes, the provision of assistance.

Limited English Proficiency - Individuals with a primary or home language other than English who must, due to limited fluency in English, communicate in that primary or home language if the individuals are to have an equal opportunity to participate effectively in or benefit from any aid, service or benefit provided by the City.

Low-Income – A person whose median household income is at or below the Department of Health and Human Service Poverty guidelines (see <http://aspe.hhs.gov/poverty-guidelines>).

Low-Income Population – Any readily identifiable group of low-income persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed City program, policy or activity.

Minority – A person who is:

- a. Black – A person having origins in any of the black racial groups of Africa;
- b. Hispanic – A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;



- c. Asian American – A person having origins in any of the original people of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands; or
- d. American Indian and Alaskan Native – A person having origins in any of the original people of North America and who maintains cultural identification through tribal affiliation or community recognition.

Minority Population – Any readily identifiable groups of minority persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed City program, policy or activity.

Non-Compliance – A recipient has failed to meet prescribed requirements and has shown an apparent lack of good faith effort in implementing all the requirements of Title VI and related statutes.

Persons – Where designation of persons by race, color or national origin is required, the following designation ordinarily may be used; “White not of Hispanic origin”, “Black not of Hispanic origin”, “Hispanic”, “Asian or Pacific Islander”, “American Indian or Alaskan Native”. Additional sub-categories based on national origin of primary language spoken may be used, where appropriate, on either a national or a regional basis.

Program – Includes any road or park project including planning or any activity for the provision of services, financial aid or other benefits to individuals. This includes education or training, work opportunities, health welfare, rehabilitation, or other services, whether provided directly by the recipient of federal financial assistance or provided by others through contracts or other arrangements with the recipient.

Recipient - Any state, territory, possession, the District of Columbia, Puerto Rico, or any political subdivision, or instrumentality thereof, or any public or private agency, institution, or organization, or other entity, or any individual, in any state, territory, possession, the District of Columbia, or Puerto Rico, to whom Federal assistance is extended, either directly or through another recipient, for any program. Recipient includes any successor, assignee, or transferee thereof, but does not include any ultimate beneficiary under any such program.

Significant Adverse effects on Minority and Low-Income Populations –

An adverse effect that:

- a. is predominantly borne by a minority population and/or a low-income population, or
- b. will be suffered by the minority population and/or low-income population and is shown to be appreciably more severe or greater in magnitude than the adverse effect that will be suffered by the non-minority population and/or non-low-income population.

Sub-Recipient – Any agency such as a council of governments, regional planning agency, or educational institution, for example, that received Federal Highway Administration (FHWA) funds through the State DOT and not directly from the FHWA. Other agencies, local governments, contractors, consultants that receive these funds are all considered sub-recipients.



ADMINISTRATION – GENERAL

The City of Plainwell designates Erik Wilson, City Manager, as the Title VI Coordinator (hereinafter referred to as the “Title VI Coordinator”). Mr. Wilson shall have lead responsibility for coordinating the administration of the Title VI and related statutes, programs, plans, and assurances.

Complaints: If any individual believes that he/she or any other program beneficiaries have been the object of unequal treatment or discrimination as to the receipt of benefits and/or service, or on the grounds of race, color, national origin (including Limited English Proficiency), sex, age or disability, he/she may exercise his/her right to file a complaint with the City. Complaints may be filed with the Title VI Coordinator. Every effort will be made to resolve complaints informally at the lowest level.

Data Collection: Statistical data on race, color, national origin, English language ability and sex of participants in and beneficiaries of the City programs; e.g., impacted citizens and affected communities will be gathered and maintained by the City. The gathering procedures will be reviewed annually to ensure sufficiency of the data in meeting the requirements of the Title VI program.

Program Reviews: Special emphasis program reviews will be conducted based on the annual summary of Title VI activities, accomplishments, and problems. The reviews will be conducted by the Title VI Coordinator to assure effectiveness in their compliance of Title VI provisions. The Title VI Coordinator will coordinate efforts to ensure the equal participation in all their programs and activities at all levels. The City does not have any special emphasis programs at this time.

Title VI Reviews on Sub-Recipients: Title VI compliance reviews will be conducted annually by the Title VI Coordinator. Priority for conducting reviews will be given to those recipients of federal (U.S. Department of Transportation) funds with the greatest potential of impact to those groups covered by the Act. The reviews will entail examination of the recipients’ adherence to all Title VI requirements. The status of each review will be reported in the annual update and reported to relevant U.S. Department of Transportation (USDOT) modes upon request.

Annual Reporting Form: The Title VI Coordinator will be responsible for coordination, compilation, and submission of the annual reporting form data to the Michigan Department of Transportation (MDOT), Civil Rights Program Unit via the Sub-Recipient Annual Certification Form (MDOT form #0179) by October 5th.

Title VI Plan Updates: If updated, a copy of Title VI Plan will be submitted to the MDOT, Civil Rights Program Unit, as soon as the update has been completed, or as soon as practicable, and no later than 30 days if significant changes are made.

Public Dissemination: The City will disseminate Title VI Program information to the City employees and to the general public. Title VI Program information will be submitted to sub-recipients, contractors and beneficiaries. Public dissemination will include inclusions of Title VI language in contracts and publishing the City’s Title VI Plan within 90 days of approval on the main page of the City of Plainwell’s internet website, at <http://www.plainwell.org/>.



Remedial Action: The City, through the Title VI Coordinator, will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements. When deficiencies are found, procedures will be promptly implemented to correct the deficiencies and to put in writing the corrective action(s). The period to determine corrective action(s) and put it/them in writing to effect compliance may not exceed 90 days from the date the deficiencies are found.



LIMITED ENGLISH PROFICIENCY (LEP)

On August 11, 2000, President William J. Clinton signed an executive order, Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiencyⁱ, to clarify Title VI of the Civil Rights Act of 1964. It had as its purpose, to ensure accessibility to programs and services to otherwise eligible persons who are not proficient in the English language.

This executive order stated that individuals who do not speak English well and who have a limited ability to read, write and speak, or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit, or encounterⁱⁱ. These individuals are referred to as being limited in their ability to speak, read, write, or understand English, hence the designation, “LEP,” or Limited English Proficient. The Executive Order states that:

“Each federal agency shall prepare a plan to improve access to its federally conducted programs and activities by eligible LEP persons. Each plan shall be consistent with the standards set forth in the LEP Guidance, and shall include the steps the agency will take to ensure that eligible LEP persons can meaningfully access the agency’s programs and activities.”

Not only do all federal agencies have to develop LEP plans as a condition of receiving federal financial assistance, recipients have to comply with Title VI and LEP guidelines of the federal agency from which funds are provided as well.

Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance. Recipients of federal funds range from state and local agencies, to nonprofits and organizations. Title VI covers a recipient’s entire program or activity. This means all parts of a recipient’s operations are covered, even if only one part of a recipient’s organization receives the federal assistance. Simply put, any organization that receives federal financial assistance is required to follow this Executive Order.

The City of Plainwell receives funds from the US Department of Transportation via the Federal Highway Administration.

The US Department of Transportation published *Policy Guidance Concerning Recipients’ responsibilities to Limited English Proficient Person* in the December 14th, 2005 Federal Register.ⁱⁱⁱ

The Guidance implies that the City of Plainwell is an organization that must follow this guidance:

This guidance applies to all DOT funding recipients, which include state departments of transportation, state motor vehicle administrations, airport operators, metropolitan planning organizations, and regional, state, and local transit operators, among many others. Coverage extends to a recipient’s entire program or activity, i.e., to all parts of a recipient’s operations. This is true even if only one part of the recipient receives the Federal assistance. For example, if DOT provides assistance to a state department of transportation to rehabilitate a particular highway on the National Highway System, all of the operations



of the entire state department of transportation—not just the particular highway program or project—are covered by the DOT guidance.

Elements of an Effective LEP Policy

The US Department of Justice, Civil Rights Division has developed a set of elements that may be helpful in designing an LEP policy or plan. These elements include:

1. Identifying LEP persons who need language assistance
2. Identifying ways in which language assistance will be provided
3. Training Staff
4. Providing notice to LEP persons
5. The recommended method of evaluating accessibility to available transportation services is the Four-Factor Analysis identified by the USDOT.

These recommended plan elements have been incorporated into this plan.

Methodology for Assessing Needs and Reasonable Steps for an Effective LEP Policy

The DOT guidance outlines four factors recipients should apply to the various kinds of contacts they have with the public to assess language needs and decide what reasonable steps they should take to ensure meaningful access for LEP persons:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee.
2. The frequency with which LEP individuals come in contact with the program.
3. The nature and importance of the program, activity, or service provided by the recipient to the LEP Community.
4. The resources available to the City of Plainwell and overall cost.

The greater the number or proportion of eligible LEP persons, the greater the frequency with which they have contact with a program, activity, or service and the greater the importance of that program, activity, or service, the more likely enhanced language services will be needed. The intent of DOT's guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small organizations and local governments.

Smaller recipients with more limited budgets are typically not expected to provide the same level of language service as larger recipients with larger budgets.



The DOT guidance is modeled after the Department of Justice's guidance and requires recipients and sub-recipients to take steps to ensure meaningful access to their programs and activities to LEP persons. More information for recipients and sub-recipients can be found at <http://www.lep.gov>.

The Four-Factor Analysis

This plan uses the recommended four-factor analysis of an individualized assessment considering the four factors outlined above. Each of the following factors is examined to determine the level and extent of language assistance measures required to sufficiently ensure meaningful access to City of Plainwell services and activities that may affect their quality of life. Recommendations are then based on the results of the analysis.

Factor 1: The Proportion, Numbers and Distribution of LEP Persons

The Census Bureau has a range for four classifications of how well people speak English. The classifications are: 'very well,' 'well,' 'not well,' and 'not at all.' For our planning purposes, we are considering people that speak English less than 'very well' as Limited English Proficient persons.

As seen in Table #1, the Census 2012 Data for the City of Plainwell shows a small number of the population that speak English less than 'very well.'

TABLE #1

LANGUAGE SPOKEN AT HOME	# of Individuals	Percentage
Population 5 years and over	3,616	100%
English only	3,544	98.0%
Language other than English	72	2.0%
Speak English less than "very well"	13	0.4%
Spanish	18	0.5%
Speak English less than "very well"	0	0.0%
Other Indo-European languages	31	0.9%
Speak English less than "very well"	13	0.4%
Asian and Pacific Islander languages	23	0.6%
Speak English less than "very well"	0	0.0%
Other languages	0	0.0%
Speak English less than "very well"	0	0.0%

**Factor 2: Frequency of Contact with LEP Individuals**

The City has conducted an informal survey of our employees with regard to whether they have had encounters with LEP individuals in the performance of their job functions and found that they have had few occurrences with LEP individuals. We have offices accessible to the public and therefore accessible to LEP individuals and we have staff that work in the field that could encounter LEP individuals. Additionally, regular Council meetings are held every 2nd and 4th Monday of the month at 7:00 p.m. in the City Hall. The City Hall is located at 211 N. Main Street. LEP individuals could potentially attend these meetings. Given the number of LEP individuals, as displayed in Table #1 (above), the probability of our employees to encounter an LEP individual is low.

Factor 3: The Nature and Importance of the Program, Activity, or Service to LEP

The City of Plainwell serves individuals throughout the City in a variety of ways including managing roads, water, sewer, police, fire, elections, and other services to residents and other individuals, such as visitors and those traversing the state. The nature of the services that the City provides is very important to an individual's day-to-day life. Therefore the denial of services to an LEP individual could have a significant detrimental effect. Given the number of LEP individuals in the City, we will ensure accessibility to all of our programs, services, and activities.

Factor 4: The Resources Available to the City of Plainwell and Overall Cost

US Department of Transportation Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons published in the Federal Register: December 14, 2005 (Volume 70, Number 239) states:

"Certain DOT recipients, such as those serving very few LEP persons or those with very limited resources, may choose not to develop a written LEP plan."

The City of Plainwell serves very few LEP persons and has very limited resources. However, it has decided to include a LEP section in its Title VI Plan in order to comply with the Executive Order and to ensure access and reasonable accommodations for LEP persons who may be unknown at this time.

Safe Harbor Stipulation

Federal law provides a "Safe Harbor" situation so that recipients can ensure with greater certainty that they comply with their obligation to provide written translations in languages other than English. A "Safe Harbor" means that if a recipient provides written translation in certain circumstances, such action will be considered strong evidence of compliance with the recipient's written-translation obligations under Title VI.



The failure to provide written translations under the circumstances does not mean there is non-compliance, but rather provides a guide for recipients that would like greater certainty of compliance than can be provided by a fact-intensive, four factor analysis. For example, even if a Safe Harbor is not used, if written translation of a certain document(s) would be so burdensome as to defeat the legitimate objectives of its program, it is not necessary. Other ways of providing meaningful access, such as effective oral interpretation of certain vital documents, might be acceptable under such circumstances.

Strong evidence of compliance with the recipient's written translation obligations under "Safe Harbor" includes providing written translations of vital documents for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally.

This "Safe Harbor" provision applies to the translation of written documents only. It does not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable.

Given the small number of LEP language group members, the City of Plainwell's budget and number of staff, it is deemed that written translations of vital documents would be so burdensome as to defeat the legitimate objectives of our programs. It is more appropriate for the City of Plainwell to proceed with oral interpretation options for compliance with LEP regulations.

Providing Notice to LEP Persons

USDOT LEP guidance says:

Once an agency has decided, based on the four factors, that it will provide language service, it is important that the recipient notify LEP persons of services available free of charge. Recipients should provide this notice in languages LEP persons would understand.

The guidance provides several examples of notification including:

1. Signage in languages that an LEP individual would understand that free language assistance is available with advance notice.
2. Stating in outreach documents that free language services are available from the agency.
3. Working with community-based organizations and other stakeholders to inform LEP individuals of the recipient's services, including the availability of language assistance services.

Statements in languages that an LEP individual would understand will be placed in public information and public notices informing LEP individuals that those requiring language assistance and/or special



accommodations will be provided the requested service free of charge, with reasonable advance notice to the City of Plainwell.

Options and Proposed Actions

Options:

Federal fund recipients have two (2) main ways to provide language services: oral interpretation either in person or via telephone interpretation service and written translation. The correct mix should be based on what is both necessary and reasonable in light of the four-factor analysis.^{iv}

The City of Plainwell is defining an interpreter as a person who translates spoken language orally, as opposed to a translator, who translates written language or who transfers the meaning of written text from one language into another. The person who translates orally is not a translator, but an interpreter.^v

Considering the relatively small size of the City of Plainwell, the small number of LEP individuals in the service area, and limited financial resources, it is necessary to limit language aid to the most basic and cost-effective services. However, when requested appropriate assistance will be provided.

What the City of Plainwell will do. What actions will the City of Plainwell take?

- Notify the public that interpreter services are available upon request, with seven day advance notice.
- With advance notice of seven calendar days, the City will provide interpreter services at public meetings, including language translation and signage for the hearing impaired.
- The City will utilize the *Translators Resource List* as provided by MDOT for translation services and verbal interpretation.
- The Census Bureau “I-speak” Language Identification Card will be distributed to all employees that may potentially encounter LEP individuals.
- Once the LEP individual’s language has been identified, an agency from the *Translators Resource List* will be contacted to provide interpretation services.
- Publications of the City’s complaint form will be made available online and upon request.
- In the event that a City employee encounters a LEP individual, they will follow the procedure listed below:



OFFICE ENCOUNTER

1. Provide an I-speak language identification card to determine the language spoken by the LEP individual.
2. Once the foreign language is determined, provide information to Title VI Coordinator who will contact an interpreter from MDOT's *Translators Resource List*.
3. If the need is for a document to be translated, the Title VI Coordinator will have the document translated and provided to the requestor as soon as possible.

ROAD ENCOUNTER

1. Road crew employee will immediately contact the Title VI Coordinator for assistance, and provide an I-speak language identification card to the LEP individual to determine the language spoken by the individual.
2. Once the foreign language is determined, provide information to Title VI Coordinator who will contact an interpreter from MDOT's *Translators Resource List* to provide telephonic interpretation.
3. If the need is for a document to be translated, the Title VI Coordinator will have the document translated and provided to the requestor as soon as possible.

IN WRITING

1. Once a letter has been received it will be immediately forwarded to the Title VI Coordinator.
2. The Title VI Coordinator will contact a translator from the MDOT's *Translators Resource List* to determine the specifics of the letter request information.
3. The Title VI Coordinator will work with the selected agency to provide the requested service to the individual in a timely manner.

OVER THE PHONE

1. If someone calls into our office speaking another language, every attempt will be made to keep that individual on the line until an interpreter can be conferenced into the line, and if possible, determine the language spoken by the caller.
2. Once the language spoken by the caller has been identified, we will proceed with providing the requested assistance to the LEP individual.



The City of Plainwell's Staff Training

The City of Plainwell's staff will be provided training on the requirements for providing meaningful access to services for LEP persons.

ENVIRONMENTAL JUSTICE (EJ)

Compliance with Title VI includes ensuring that no minority or low income population suffers "disproportionately high and adverse human health or environmental effect" due to any "programs, policies and activities" undertaken by any agency receiving federal funds. This obligation will be met by the City in the following ways:

- When planning specific programs or projects, identifying those populations that will be affected by a given program or project.
- If a disproportionate effect is anticipated, follow mitigation procedures.
- If mitigation options do not sufficiently eliminate the disproportionate effect, discussing and, if necessary, implementing reasonable alternatives.

Disproportionate effects are those effects which are appreciably more severe for one group or predominantly borne by a single group. The City will use U.S. Census data to identify low income and minority populations.

Where a project impacts a small number or area of low income or minority populations, the City will document that:

- Other reasonable alternatives were evaluated and were eliminated for reasons such as the alternatives impacted a far greater number of people or did greater harm to the environment; etc.
- The project's impact is unavoidable;
- The benefits of the project far out-weigh the overall impacts; and
- Mitigation measures are being taken to reduce the harm to low income or minority populations.
-

If it is concluded that no minority and/or low income population groups are present in the project area, the City will document how the conclusion was reached. If it is determined that one or more of these population groups are present in the area, the City will administer a potential disproportionate effects test.



The following steps will be taken to assess the impact of projects on minorities and/or low income population groups:

STEP ONE: Determine if a minority or low income population is present within the project area. If the conclusion is that no minority and/or low income population is present within the project area, document how the conclusion was reached. If the conclusion is that there are minority population groups and/or low income population groups present, proceed to Step Two.

STEP TWO: Determine whether project impacts associated with the identified low income and minority populations are disproportionately high and adverse. In doing so, refer to the list of potential impacts and questions contained in Appendix E. If it is determined that there are disproportionately high and adverse impacts to minority and low income populations, proceed to Step Three.

STEP THREE: Propose measures that will avoid, minimize and/or mitigate disproportionately high and disproportionate adverse impacts and provide offsetting benefits and opportunities to enhance communities, neighborhoods and individuals affected by proposed project.

STEP FOUR: If after mitigation, enhancements and offsetting benefits to the affected populations, there remains a high and disproportionate adverse impact to minority or low income populations, then the following questions must be considered:

Question 1: Are there further mitigation measures that could be employed to avoid or reduce the adverse effect to the minority or low income population?

Question 2: Are there other additional alternatives to the proposed action that would avoid or reduce the impacts to the low income or minority populations?

Question 3: Considering the overall public interest, is there a substantial need for the project?

Question 4: Will the alternatives that would satisfy the need for the project and have less impact on protected populations (a) have other social economic or environmental impacts that are more severe than those of the proposed action, (b) have increased costs of extraordinary magnitude?

STEP FIVE: Include all findings, determinations or demonstrations in the environmental document prepared for the project.



FILING A TITLE VI COMPLAINT

I. Introduction

The Title VI complaint procedures are intended to provide aggrieved persons an avenue to raise complaints of discrimination regarding the City programs, activities, and services, as required by statute.

II. Purpose

The purpose of the discrimination complaint procedures is to describe the process used by the City for processing complaints of discrimination under Title VI of the Civil Rights Act of 1964 and related statutes.

III. Roles and Responsibilities

The Title VI Coordinator has overall responsibility for the discrimination complaint process and procedures. The Title VI Coordinator may, at his/her discretion assign a capable person to investigate the complaint.

The designated investigator will conduct an impartial and objective investigation, collect factual information and prepare a fact-finding report based upon information obtained from the investigation.

IV. Filing a Complaint

The complainant shall make himself/herself reasonably available to the designated investigator, to ensure completion of the investigation within the timeframes set forth.

Applicability: The complaint procedures apply to the beneficiaries of City programs, activities, and services, including but not limited to: the public, contractors, sub-contractors, consultants, and other sub-recipients of federal and state funds.

Eligibility: Any person who believes that he/she has been excluded from participation in or denied benefits or services of any program or activity administered by the City or its sub-recipients, consultants, and contractors on the basis of race, color, national origin (including Limited English Proficiency), sex, age or disability may bring forth a complaint of discrimination under Title VI.

Time Limitation on Filing Complaints: Title VI complaints may be filed with the Title VI Coordinator's office. In all situations, the employees of the City must contact the Title VI Coordinator immediately upon receipt of Title VI related complaints.

Complaints must be filed within 180 days of the alleged discrimination. If the complainant could not reasonably be expected to know that the act was discriminatory within the 180 day period, he/she will have 60 additional days after becoming aware of the illegal discrimination to file the complaint.



Complaints must be in writing, and must be signed by the complainant and/or the complainant's representative. The complaint must set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In cases where the complainant is unable or incapable of providing a written statement, the complainant will be assisted in converting the verbal complaint into a written complaint. All complaints, however, must be signed by the complainant and/or by the complainant's representative.

Items that should not be considered a formal complaint: (unless the items contain a signed cover letter specifically alleging a violation of Title VI) include but are not limited to:

1. An anonymous complaint that is too vague to obtain required information
2. Inquiries seeking advice or information
3. Courtesy copies of court pleadings
4. Newspaper articles
5. Courtesy copies of internal grievances

V. Investigation

Investigation Plan: The investigator shall prepare a written plan, which includes, but is not limited to the following:

- Names of the complainant(s) and respondent(s)
- Basis for complaint
- Issues, events or circumstances that caused the person to believe that he/she has been discriminated against
- Information needed to address the issue
- Criteria, sources necessary to obtain the information
- Identification of key people
- Estimated investigation time line
- Remedy sought by the complainant(s)

Conducting the Investigation:

- The investigation will address only those issues relevant to the allegations in the complaint.
- Confidentiality will be maintained as much as possible.
- Interviews will be conducted to obtain facts and evidence regarding the allegations in the complaint. The investigator will ask questions to elicit information about aspects of the case.
- A chronological contact sheet is maintained in the case file throughout the investigation.
- If a Title VI complaint is received on a MDOT related contract against the City of Plainwell, MDOT will be responsible for conducting the investigation of the complaint. Upon receipt of a Title VI complaint filed against the City of Plainwell, the complaint and any pertinent information should immediately be forwarded to the MDOT, Civil Rights Program Unit.



Investigation Reporting Process:

- Complaints made against a City of Plainwell sub-recipient should be investigated by the City following the internal complaint process.
- Within 60 days of receiving the complaint, the investigator prepares an investigative report and submits the report and supporting documentation to the office of Erik Wilson for review.
- The Title VI Coordinator reviews the file and investigative report. Subsequent to the review, the Title VI Coordinator makes a determination of “probable cause” or “no probable cause” and prepares the decision letter.

Retaliation:

The laws enforced by this City prohibit retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by these laws. If you experience retaliation or intimidation separate from the discrimination alleged in this complaint, please contact:

Erik Wilson, City Manager, Title VI Coordinator
211 N. Main Street
Plainwell, MI 49080
Phone: 269-685-6821
Fax: 269-685-7282
Email: ewilson@plainwell.org

Reporting Requirements to an External Agency

A copy of the complaint, together with a copy of the investigation report and final decision letter will be forwarded to the MDOT, Civil Rights Program Unit within 60 days of the date the complaint was received.

Records

All records and investigative working files are maintained in a confidential area. Records are kept for three years.



APPENDIX A
[TO BE INSERTED IN ALL FEDERAL-AID CONTRACTS]

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees, as follows:

1. **Compliance with Regulations:** The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:



- a. Withholding payments to the contractor under the contract until the contractor complies
 - b. Cancellation, termination or suspension of the contract, in whole or in part
6. **Incorporation of Provisions:** The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



**APPENDIX B –
TRANSFER OF PROPERTY**

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the State of Michigan, will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4) does hereby remise, release, quitclaim and convey unto the State of Michigan all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit “A” attached hereto and made a part hereof.

(HABENDUM CLAUSE)*

TO HAVE AND TO HOLD said lands and interests therein unto the State of Michigan, and its successors forever, subject, however, the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the State of Michigan, its successors and assigns.

The State of Michigan, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part, on, over, or under such lands hereby conveyed (,) (and)*(2) that the State of Michigan shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may



be amended (,) and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this deed.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.



APPENDIX C
PERMITS, LEASES AND LICENES

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Michigan Department of Transportation, pursuant to the provisions of Assurance 7(a).

The grantee, licensee, lessee, permittee, etc., (as appropriate) for himself, his heirs, personal representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases, add, “as a covenant running with the land”) that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to terminate the license, lease, permit, etc., and to re-enter and repossess said land and the facilities thereon, and hold the same as if said license, lease, permit, etc., had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to re-enter lands and facilities hereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Michigan Department of Transportation and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of the Title VI of the Civil Rights Act of 1964 and the Civil Rights Act of 1987.



**APPENDIX D
CITY OF PLAINWELL
TITLE VI COMPLAINT FORM**

Title VI of the Civil Rights Act of 1964 states that "No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or otherwise be subjected to discrimination in any program, service, or activity receiving federal assistance."

This form may be used to file a complaint with the City of Plainwell based on violations of Title VI of the Civil Rights Act of 1964. You are not required to use this form; a letter that provides the same information may be submitted to file your complaint. **Complaints should be filed within 180 days of the alleged discrimination. If you could not reasonably be expected to know the act was discriminatory within 180 day period, you have 60 days after you became aware to file your complaint.**

If you need assistance completing this form, please contact Erik Wilson by phone at 269-685-6821 or via e-mail at ewilson@plainwell.org.

Name: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ (home) _____ (work)

Individual(s) discriminated against, if different than above (use additional pages, if needed).

Name: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ (home) _____ (work)

Please explain your relationship with the individual(s) indicated above: _____

Name of agency and department or program that discriminated:

Agency or department name: _____

Name of individual (if known): _____

Address: _____

City: _____ State: _____ Zip: _____



Date(s) of alleged discrimination:

Date discrimination began _____ Last or most recent date _____

ALLEGED DISCRIMINATION:

If your complaint is in regard to discrimination in the delivery of services or discrimination that involved the treatment of you by others, by the agency, or department indicated above, please indicate below the basis on which you believe these discriminatory actions were taken.

____ Race

____ Disability

____ Sex

____ Color

____ Religion

____ Income

____ Age

____ National Origin

____ Retaliation

Explain: Please explain as clearly as possible what happened. Provide the name(s) of witness(es) and others involved in the alleged discrimination. (Attach additional sheets, if necessary, and provide a copy of written material pertaining to your case).

Signature: _____ Date: _____

Please return completed form to: Erik Wilson, City Manager, 211N. Main Street, Plainwell, MI 49080; Phone: 269-685-6821; Fax: 269-685-7282; E-mail: ewilson@plainwell.org.

Note: *The City of Plainwell prohibits retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by policies of the City. Please inform the person listed above if you feel you were intimidated or experience perceived retaliation in relation to filing this complaint.*



APPENDIX E
DETERMINE/DISTINGUISH SIGNIFICANT/NON-SIGNIFICANT EFFECTS

“Significant” requires considerations of both context and intensity:

- (a) *Context*. This means that the significance of an action must be analyzed in several contexts such as society as a whole (human, nation), the affected region, the affected interests, and the locality. Significance varies with the setting of the proposed action. For instance, in the case of a site-specific action, significance would usually depend upon the effects in the local area rather than in the world as a whole. Both short-and long-term effects are relevant.
- (b) *Intensity*. This refers to the severity of impact. Responsible officials must bear in mind that more than one agency may make decisions about partial aspects of a major action. The following should be considered in evaluating intensity:
 - (1) Impacts that may be both beneficial and adverse. A significant effect may exist even if, on balance, the effect would be beneficial.

“Non-significant effect” means no substantial change to an environmental component and this has no material bearing on the decision-making process.

Scientific, technical, institutional, the public’s value, and the local economic conditions influence the meaning of significant effect.

If an alternative would provide a beneficial effect, then the alternative would cause no significant adverse effect. If an alternative would provide an adverse effect, the effect might be significant or the effect might be non-significant.

Determinations of “significant” and “non-significant” effects will be made by the City Manager.



APPENDIX F
PROGRAM COMPLIANCE/PROGRAM REVIEW GOALS FOR CURRENT PLAN YEAR

1. The City of Plainwell's Title VI Plan will be communicated to each City Department Head who will review the plan with departmental employees. All City employees will be trained or made aware of the Title VI and LEP policies and complaint procedures.
2. The City of Plainwell's Title VI Plan will be published on the main page of the City's website <http://www.plainwell.org/>, within 90 days of approval.
3. Appendix A will be included in all City contracts as outlined in the Title VI Plan.
4. The language in Number 2 of the City of Plainwell's Title VI Assurances will be included in all solicitations for bids for work or material subject to the Regulations and in all proposals for negotiated agreements.
5. The procedure(s) for responding to individuals with Limited English Proficiency will be implemented.
6. A review of City facilities will be conducted in reference to compliance with the American Disabilities Act.
7. The following data will be collected and reviewed by the Title VI Coordinator and included, where appropriate, in the annual report submitted to MDOT.
 - a. **Boards and Commissions:** The number of vacancies; how vacancies are advertised and filled; the number of applicants; the representation of minorities will be evaluated.
 - b. **Public Meetings:** The number of open meetings; how meeting dates and times are communicated to the general public and to individuals directly affected by the meeting.
 - c. **Construction Projects:** The number of construction projects and minority contractors bidding and the number selected; verification that Title VI language was included in bids and contracts for each project.
 - d. **LEP Needs:** The number of requests for language assistance that were requested or required; the outcome of these requests.
 - e. **Complaints:** The number of Title VI complaints received; nature of the complaints; resolution of the complaints.
 - f. **Timeliness of Services:** The number of requests for services; amount of time from request to when service was delivered; number of requests denied.
 - g. **Right of Way/Eminent Domain:** The number of such actions and diversity of individual(s) affected.
 - h. **Program Participants:** Racial data of program participants where possible.

ⁱ The executive order verbatim can be found online at <http://www.usdoj.gov/crt/cor/Pubs/eolep.htm>.

ⁱⁱ Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons. Federal Register: December 14, 2005 (Volume 70, Number 239)

ⁱⁱⁱ The DOT has also posted an abbreviated version of this guidance on their website at <https://www.civilrights.dot.gov/civil-rights-awareness-enforcement/language-assistance/dots-lep-guidance>.

^{iv} <http://www.dotcr.ost.dot.gov/asp/lep/asp>

^v Department of Justice Final LEP Guidelines, Federal Register June 18, 2002-Vol. 67-Number 117.

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-20483**

Received

SEP 30 2019

City of Plainwell
Clerk/Treasurer's Office

- Consumers Energy Company requests Michigan Public Service Commission's approval to commence a renewable energy cost reconciliation proceeding for the 12-month period ended December 31, 2018.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A pre-hearing will be held:

DATE/TIME: **Friday, October 11, 2019 at 10:00 AM**

BEFORE: **Administrative Law Judge Sally Wallace**

LOCATION: Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, Michigan 48917

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) July 1, 2019 application requesting the Commission to: 1) determine that Consumers Energy's 2018 Renewable Energy (RE) cost reconciliation is reasonable and meets all relevant requirements under Act 295, as amended; 2) reconcile the revenues recorded and the allowance for the non-volumetric revenue recovery mechanism with the amounts actually expensed and projected according to Consumers Energy's plan for compliance, including: (i) making a determination of Consumers Energy's compliance with the RE standards, and (ii) adopting the proposed change in transfer price methodology for Consumer Energy-owned facilities; 3) establish a price per megawatt hour for renewable energy and advanced cleaner energy capacity and for renewable energy and advanced cleaner energy to be recovered through the power supply cost recovery clause of \$76.50 per megawatt hour; 4) utilize surplus Energy Waste Reduction Credits from 2018 to offset future renewable energy requirements; and 5) other relief.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by October 4, 2019. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

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

A copy of Consumers Energy Company's application may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; 2008 PA 295, MCL 460.1001 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

**[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY
APPROVE, REJECT, OR AMEND PROPOSALS MADE BY
CONSUMERS ENERGY.]**

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-20618**

Received

SEP 30 2019

City of Plainwell
Clerk/Treasurer's Office

- Consumers Energy Company requests Michigan Public Service Commission for a Certificate of Public Convenience and Necessity to Construct and Operate the 36-inch Mid-Michigan Pipeline between Ovid Township in Clinton County and the Chelsea Interchange Sylvan Township in Washtenaw County, Michigan.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A pre-hearing will be held:

DATE/TIME: **Friday, October 11, 2019, at 9:30 AM**

BEFORE: **Administrative Law Judge Sharon Feldman**

LOCATION: Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, Michigan 48917

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) August 23, 2019 application requesting the Commission to approve the following: 1) authority to construct and operate a 36-inch outside diameter pipeline to replace the existing Line 100A Pipeline between Consumers Energy's Ovid Valve Site in Section 16, T7N, R1W, Ovid Township in Clinton County, and the Chelsea Interchange in Section 24, T2S, R3E, Sylvan Township in Washtenaw County (Mid-Michigan Pipeline). The Mid-Michigan Pipeline will be approximately 55.8 miles in length; 2) determine that the proposed Mid-Michigan Pipeline when constructed and in operation will serve the convenience and necessities of the public and issue an appropriate order authorizing Consumers Energy to construct and operate the proposed Mid-Michigan Pipeline; 3) the route of the proposed Mid-Michigan Pipeline and map showing the route, subject, however, to such changes in location as Consumers Energy may find necessary upon actual construction; 4) the type of construction proposed by Consumers Energy for the proposed Mid-Michigan Pipeline; and 5) other relief.

All documents filed in this case shall be submitted electronically through the Commission's

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by October 4, 2019. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

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

A copy of Consumers Energy Company's application may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1929 PA 9, as amended, MCL 483.101 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 165, as amended, MCL 483.151 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

**[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY
APPROVE, REJECT, OR AMEND PROPOSALS MADE BY
CONSUMERS ENERGY.]**

Reports & Communications:

A. WR – Annual Purchase of Calcium Nitrate (Bioxide):

The Water Renewal Treatment Facility uses calcium nitrate as part of its chemical treatment and has pricing from the region's manufacturer of the chemical. A portion of the cost is recovered from Martin Village for its shared use the product.

Recommended action: Consider approving a contract with Evoqua Water Technologies for chemical purchases for the water renewal process for \$33,720.00.

Reminder of Upcoming Meetings

- October 24, 2019 – Allegan County Board of Commissioners – 1:00pm
- November 12, 2019 – Plainwell DDA/BRA/TIFA Board – 7.30am
- October 16, 2019 – Plainwell Planning Commission – 7:00pm
- October 28, 2019 – Plainwell City Council – 7:00pm

Non-Agenda Items / Materials Transmitted

- Administrative Policy CW 15-02 – Updated 09/25/2019 for Mayor's Signature only
- Notices of Public Hearing – Consumers Energy – October 11, 2019