

# City of Plainwell



"The Island City"

Brad Keeler, Mayor  
Lori Steele, Mayor Pro-Tem  
Cathy Green, Council Member  
Roger Keeney, Council Member  
Randy Wisnaski, Council Member

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

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## AGENDA

### Plainwell City Council

### Monday, August 25, 2025 - 7:00PM

### Plainwell City Hall Council Chambers

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes** – 08/11/2025 Regular Meeting
6. **Public Comments**
7. **County Commissioner Report**
8. **Agenda Approval**
9. **Mayor's Report**
10. **Recommendations and Reports:**
  - A. **City – Ordinance 402, to amend Chapter 56: Taxes to allow for two alternate members for the Board of Review**  
Council will consider adopting Ordinance 402 as presented.
  - B. **DPW – Annual Salt Purchase**  
Council will consider approving the purchase of seasonal road salt from Detroit Salt Company for \$13,011.00.
  - C. **City – 2025/2026 Budget Amendment – Encumbrance Rollover**  
Council will consider a budget amendment for 2024/2025 budget, as presented, in order to appropriate prior year encumbrances into the current fiscal year.
  - D. **DPW – Water Tower Renovation Project**  
Council will consider approving a Professional Services Agreement (PSA) with Dixon Engineering, Inc. for Phase 4 (Construction) and Phase 5 (Post Construction) of the water tower renovation project for \$23,100.00.
11. **Communications:** The July Department of Safety and Water Renewal Reports, and the 7/08/2025 DDA/BRA/TIFA meeting minutes.
12. **Accounts Payable - \$1,162,523.12**
13. **Public Comments**
14. **Staff Comments**
15. **Council Comments**
16. **Adjournment**

Agenda Subject to Change

Note: All public comment limited to two minutes, when recognized please rise and give your name and address.  
Plainwell is an equal opportunity provider and employer

**MINUTES**  
**Plainwell City Council**  
**August 11, 2025**

1. Mayor Keeler called the regular meeting to order at 7:00pm in City Hall Council Chambers.
2. Invocation: Given by Peter Dams of Lighthouse Baptist Church.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmembers Wisnaski, Keeney and Green.  
Absent: None
5. Approval of Minutes:  
**A motion by Steele, seconded by Wisnaski, to accept and place on file the Council Meeting Minutes of the 07/28/2025 regular meeting. On a voice vote, all voted in favor. Motion passed.**
6. Public Comment: None.
7. County Commissioner's Report: None.
8. Agenda approval:  
**A motion by Steele, seconded by Wisnaski, to approve the Agenda for the August 11, 2025 meeting as presented. On a voice vote, all voted in favor. Motion passed.**
9. Mayor's Report: Mayor Keeler shared that he has met several times with Darius, owner of Classic Auto Factory. They went to Dean's Ice Cream to see the classic cars there, and Dean's generously provided free ice cream to the group. He stated he stopped by Mosaic Distillery, and is impressed with the progress and work being done there. The building looks great, and the first batch of vodka is being distilled.
10. Recommendations and Reports:
  - A. City Manager Lakamper discussed a Professional Services Agreement (PSA) with Fleis & Vandenbrink. The cost of the PSA will be fully reimbursed using Strategic Site Readiness Program (SSRP) funds from Lakeshore Advantage.  
**A motion by Green, seconded by Keeney, to enter into a Professional Services Agreement with Fleis & Vandenbrink for fieldwork, design, permitting, bidding assistance and GIS services for Industrial Park improvements at a cost of \$135,000.00. On a roll call vote, all voted in favor. Motion passed.**
11. Communications:  
**A motion by Steele, seconded by Wisnaski, to accept and place on file the July 2025 Investment and Fund Balance Reports. On a voice vote, all voted in favor. Motion passed.**
12. Accounts Payable:  
**A motion by Wisnaski, seconded by Keeney, that the bills be allowed and orders drawn in the amount of \$333,739.65 for payment of the same. On a roll call vote, all voted in favor. Motion passed.**
13. Public Comments: None.
14. Staff Comments:

Superintendent Nieuwenhuis shared the City clock was picked up for repair. He stated that Home Depot had contacted him to discuss a possible River Walk joint project with the City. He said the Surf Internet is installing fiber in the City, and had submitted Miss Digs for Starr, Brigham, Jersey and Hill Streets.

Superintendent Keyzer stated the entire grit system is up and running now.

City Manager Lakamper shared that he will provide Council with a Manager's update in weeks without a Council meeting. He shared that the Clark Gas Station has sold, and the owner's intent is to rebuild/remodel and keep it as a gas station. Interviews were held for the Finance Director position, with some promising candidates. He has talked with Watts Construction about the Mill development and condos along the river, and Watts is open to building a river walk.

**MINUTES**  
**Plainwell City Council**  
**August 11, 2025**

He stated that he is working with Classic Auto Factory on a list of benchmark tasks to be done prior to transferring building ownership, with the building façade being one of the main concerns.

BizEx has not closed with GHD yet.

MEDC may be an avenue available to NAPA Auto to design a new building that aligns with the other Mill Buildings historic appeal.

He discussed Accessory Dwelling Units, sharing that a City resident with an apartment above their garage is presenting their case to the Planning Commission at their next meeting. The resident would like to be able to rent the apartment, but per zoning ordinance, that is currently prohibited.

15. Council Comments:

Mayor Pro Tem Steele discussed the All School Reunion, sharing that turnout was good with ~75 people. Next year may be the last year, as there is little interest in planning this event. She will continue to keep memorabilia, and maintain PHS obituaries.

Councilmember Green thanked Bob and the DPW staff for the City's beautiful flowers this year, sharing that people coming into her downtown business have commented on them as well.

16. Adjournment:

**A motion by Steele, seconded by Wisnaski, to adjourn the meeting at 7:39pm. On a voice vote, all voted in favor. Motion passed.**

Minutes respectfully  
submitted by,  
JoAnn Leonard  
City Clerk

MINUTES APPROVED BY CITY COUNCIL  
August 25, 2025

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JoAnn Leonard, City Clerk

**CITY OF PLAINWELL  
ALLEGAN COUNTY, MICHIGAN  
ORDINANCE NO. 402**

At a regular meeting of the City Council for the City of Plainwell held at City Hall on August 25, 2025 and commencing at 7:30p.m., the following Ordinance was offered for adoption by Council Member\_\_\_\_\_and was seconded by Council Member\_\_\_\_\_:

**AN ORDINANCE TO AMEND CHAPTER 56: TO ADD A NEW  
ARTICLE III ENTITLED “BOARD OF REVIEW” OF THE  
CODE OF ORDINANCES FOR THE CITY OF PLAINWELL.**

THE CITY OF PLAINWELL (the “City”) ORDAINS:

Section 1. ENACTMENT OF NEW ARTICLE THREE TO CHAPTER 56. A new Chapter 56, Article III, Section 56-25 through 56-35 entitled “Board of Review” of the Code of Ordinances for the City of Plainwell is hereby enacted and reads in its entirety as follows:

*[note to codifier, Section 56-25 through 56-29 should be listed as “reserved”]*

**Article III: Board of Review**

**Sec. 56-30 Board of Review**

- A. This Section shall supplement the requirements and authority for the Board of Review specified in the City Charter.
- B. The City Council may appoint not more than 2 alternate members of the Board of Review for the same term as regular members of the Board of Review. An alternate member may be called to perform the duties of a regular member of the Board of Review in the absence of a regular member. An alternate member may also be called to perform the duties of a regular member of the Board of Review for the purpose of reaching a decision on matters for which a regular member has abstained for reasons of conflict of interest.
- C. The City Council may adopt rules, regulations and by-laws for the Board of Review that are consistent with both this Section, the City Charter, and state law.

*[note to codified, Sections 56-31 through 56-40 should be listed as “reserved”]*

Section 2. Repealer. Any other ordinances or portions of any other ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 3. Savings Clause. The provisions of this Ordinance are severable. If any part of this Ordinance is declared void or inoperable for any reason by a court of competent jurisdiction, such declaration does not void any or render inoperable any other part or portion of this Ordinance.

Section 4. Effective Date. Provides that the Ordinance is effective immediately following its publication in the manner permitted by law.

ROLL CALL VOTE: YES:

NO:

ABSTAIN:

Declared adopted on: August 25, 2025

Published on: September 04, 2025

Effective on: September 12, 2025

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Bradley Keeler, Mayor

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JoAnn Leonard, City Clerk

### **CERTIFICATION**

I hereby certify the foregoing to be a true copy of the Ordinance adopted by the City Council for the City of Plainwell at the time and date specified above pursuant to the procedures required by law.

Respectfully submitted,

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JoAnn Leonard  
City of Plainwell, Clerk



## "The Island City"

### MEMORANDUM

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

TO: City Council / Justin Lakamper, City Manager  
FROM: Robert Nieuwenhuis  
DATE: 8/21/2025  
SUBJECT: Yearly Salt Delivery

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**SUGGESTED MOTION:** I make a motion to approve Detroit Salt Company for the City of Plainwell yearly salt delivery for the amount \$6,344 for early delivery and \$6,667 for regular season delivery.

**BACKGROUND INFORMATION:** The City of Plainwell needs salt for the winter maintenance of the roads each year. The City uses the MIDEAL program for the pricing and delivery of the salt each year. We have 100 ton of salt for each of the deliveries this year.

**ANALYSIS:** Salt is a pivotal part of winter maintenance and using the MIDEAL program gets the City the best pricing on salt and delivery.

**BUDGET IMPACT:** This is a budgeted item.



## **"The Island City"**

### **MEMORANDUM**

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

**TO:** City Council / Justin Lakamper, City Manager  
**FROM:** Amanda Kersten, HR/Interim Treasurer  
**DATE:** August 21, 2025  
**SUBJECT:** Encumbrance Rollover from 2024/2025 to 2025/2026 Budget

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**SUGGESTED MOTION:** I motion to approve a budget amendment for the 2025/2026 budget, as presented, in order to appropriate prior year encumbrances into the current fiscal year.

**BACKGROUND INFORMATION:** An encumbrance reserves funds when a contract or purchase order is approved. The encumbrances also commit an equivalent budget amount for an expenditure line item. All prior year encumbrances reserved for obligations of materials and/or services that have not yet been delivered by year-end are to be closed in the prior year and reopened (carryover) in the current fiscal year. Annually, the budget appropriations for these obligations are moved from the prior fiscal year (2024/2025) into the current fiscal year (2025/2026), allowing for the funds on these encumbrances to be expended in the current fiscal year.

**ANALYSIS:** City staff recently reviewed a listing of the outstanding encumbrances as of June 30, 2025 and determined those encumbrances that require re-appropriating into the current fiscal year in order to complete the purchases or services as intended. Upon review, seven (7) encumbrances are being brought forth for rollover:

**PO 5828 – GHD Services Inc. – Plainwell Dam #2 Removal/Restoration - \$80,413.73**  
**Account Code 101-900-972.000**  
**PO 6042 – USA Earthworks LLC – Old Orchard Project - \$243,479.30**  
**Account Code 203-489-970.028 / 590-900-972.000 / 591-900-972.000**  
**PO 6157 – Dixon Engineering Inc. – Phase 1 Water Tower Renovation – \$1,500.00**  
**Account Code 591-545-801.000**  
**PO 6177 – Plummerts Environmental Services Inc – \$183,036.50**  
**Account Code 590-900-972.000**  
**PO 6183 – Verdin Company – Restoration of City Clock - \$5,390.00**  
**Account Code 248-900-972.000**  
**PO 6199 – Endress & Hauser – Flow Meter Calibrations - \$6,319.60**  
**Account Code 590-540-931.000**

**PO 6204 – True-Tech Industries Co – Eurodrive Gearmotor - \$2,955.50**  
**Account Code 590-540-931.000**

**BUDGET IMPACT:** Approving the request for this budget amendment will ensure that work on existing obligations will continue and that there will be no impact on services planned for the current fiscal year. There is no impact to the city for rolling over prior year encumbrances. These funds have already been budgeted in prior year and were considered reserved and unavailable for purposes of the current fiscal year budget. The total amount being rolled over is \$ 523,094.63.



Year End Wizard - Step 2: Purchase Orders

**PO Filters**  
Post Date: // to //  
Required Date: // to //  
Department:   
Entered By:  Requested By:

**Show/Hide Columns**  
☐ Show 'Entered By' ☐ Show 'Vendor Info'  
☐ Show 'Requested By' ☐ Show 'Department'  
☐ Show 'Required Date' ☐ Show 'Status'  
☐ Show 'Has Grants' ☒ Show 'Amount Remaining'

Press the 'N' key to take no action, 'C' key to carry forward, or 'L' key to cancel/liquidate.

Action To Perform	Create BA	PO Number	Description	Post Date	Amount	Amount Relieved	Relieved As Of 06/30/2025	Amount Remaining	Remaining As Of 06/30/2025	View PO
Carry Forward	<input checked="" type="checkbox"/>	000005828	PLAINWELL #2 DAM AND RACEWAY STRUCTURE REMOVAL & RESTORATION PROJECT	11/28/2022	547,850.00	467,436.27	467,436.27	80,413.73	80,413.73	View
Carry Forward	<input checked="" type="checkbox"/>	000006042	OLD ORCHARD PROJECT 2024	05/04/2024	3,161,332.36	2,917,853.06	2,917,853.06	243,479.30	243,479.30	View
No Action	<input type="checkbox"/>	000006058	2024/2025 COMMON AREA/CITY HALL UTILITIES/MAINTENANCE	07/01/2024	30,684.96	26,741.93	24,122.84	3,943.03	6,562.12	View
Carry Forward	<input checked="" type="checkbox"/>	000006157	2025 FIRST PHASE OF WATER TOWER RENOVATION PROJECT	01/17/2025	11,500.00	10,000.00	10,000.00	1,500.00	1,500.00	View
Carry Forward	<input checked="" type="checkbox"/>	000006160	2025 BIENNIAL BRIDGE INSPECTIONS	01/29/2025	1,800.00	0.00	0.00	1,800.00	1,800.00	View
Carry Forward	<input checked="" type="checkbox"/>	000006172	2025 SPRING- SUMMER - FALL WEED CONTROL	02/28/2025	3,147.00	1,049.00	1,049.00	2,098.00	2,098.00	View
Carry Forward	<input checked="" type="checkbox"/>	000006177	SEWER LINING AND CLEANING PROJECT 2025	03/17/2025	183,036.50	0.00	0.00	183,036.50	183,036.50	View
Carry Forward	<input checked="" type="checkbox"/>	000006183	MECHANICAL AND COSMETIC RESTORATION OF CITY CLOCK	03/26/2025	10,780.00	5,390.00	5,390.00	5,390.00	5,390.00	View
Carry Forward	<input checked="" type="checkbox"/>	000006199	FLOW METER CALIBRATIONS FOR WATER RENEWAL	05/02/2025	6,319.60	6,319.60	0.00	0.00	6,319.60	View
Carry Forward	<input checked="" type="checkbox"/>	000006204	EURODRIVE GEARMOTOR	05/29/2025	2,955.50	2,955.50	0.00	0.00	2,955.50	View

PO 6058 is not being carried forward – simply waiting for the June invoice to close the PO as of June 30, 2025

PO 6160 is being carried forward, but should have been a 2025/2026 PO. Rather than closing the PO and re-entering, simply carrying it forward, but not adjusting the budget.

PO 6172 was input as a calendar year 2025 purchase. Carrying the PO forward to avoid re-entering a new PO for July through December 2025. The budget is not being adjusted for this PO.



## "The Island City"

### MEMORANDUM

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

TO: City Council / Justin Lakamper, City Manager  
FROM: Robert Nieuwenhuis  
DATE: 8/21/2025  
SUBJECT: Water Tower Project

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**SUGGESTED MOTION:** I make a motion to approve Dixon Engineering for \$23,100 for construction and post construction management for the water tower project.

**BACKGROUND INFORMATION:** The City of Plainwell has asked Dixon to manage its water tower project. Dixon has completed the first portion that council already approved, that was the design and preconstruction meeting. The portion we are looking for approval is for construction and post construction.

**ANALYSIS:** Dixon has always taken care of the needs of the water tower for the City of Plainwell, and I see no reason why they wouldn't continue to do a great job.

**BUDGET IMPACT:** This is a budgeted item.



1104 Third Avenue  
Lake Odessa, MI 48849  
Telephone: (616) 374-3221  
Fax: (616) 374-7116

**AGREEMENT BETWEEN OWNER AND DIXON  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: \_\_\_\_\_ (“Effective date”) between **City of Plainwell, Michigan** (“Owner/Client”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner/Client”) and (“DIXON”) have executed this Agreement. The Owner’s/Client’s Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: **Phase 4 (Construction) and Phase 5 (Post Construction) services for the 750,000 Gallon Composite** (“Project”) and DIXON’s services as detailed in Exhibit A.

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of **\$23,100**. DIXON will honor this fee for a period of 6 months from the Proposal Date (below) after which time an adjustment to this fee may be necessary. If Owner signs the Agreement after 6 months and DIXON determines no price adjustment is required, and signs Proposal as an Agreement, then this Agreement is valid.

**Proposals / Agreement Signatures**

Eric Binkowski, Project Manager June 3, 2025  
PROPOSED by DIXON (Not a contract until approved by DIXON Project Manager or Officer) PROPOSAL DATE

APPROVED as CONTRACT BY OWNER	POSITION	DATE
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Co-SIGNATURE of Contract (if required)	POSITION	DATE
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AGREEMENT APPROVED by DIXON	POSITION	DATE
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With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Robert Nieuwenhuis  
Address for Owner’s receipt of notices:  
City of Plainwell  
141 N. Main Street  
Plainwell, MI 49080  
Email: RNieuwenhuis@plainwell.org

Designated Person: Eric Binkowski  
Address for DIXON’s receipt of notices:  
Dixon Engineering, Inc.  
1104 Third Avenue  
Lake Odessa, MI 48849  
Email: ericbinkowski@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

Owner and DIXON further agree as follows:

#### **ARTICLE 1 SERVICES OF DIXON**

##### **1.01 DIXON shall provide or cause to be provided:**

- A. Contract and Project Management (Basic) Services: EXHIBIT A
- B. Resident Project Representative (RPR): EXHIBIT A
  - 1. The term used in this Agreement to reference DIXON's Resident Representative is (DRR) instead of RPR to avoid confusion, as Engineer Client may have RPRs on other portions of the project.
- C. Antenna Services: EXHIBIT B
  - 1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services but they can be completed by the Owner/Client if preferred. In some antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned in Exhibit B.
- D. Other Services: Services beyond the scope of Exhibit A or Exhibit B are Additional Services.

#### **ARTICLE 2 OWNER'S RESPONSIBILITIES**

##### **2.01 Owner shall provide or cause to be provided:**

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.
- C. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR or DRR), Post Construction Observation and Additional Services as detailed in Exhibit C and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

#### **ARTICLE 3 SCHEDULE FOR RENDERING SERVICES**

##### **3.01 Commencement:**

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.
- C. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services
- D. The Owner shall make decisions and carry out its responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.

- F. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

#### **ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C**

#### **ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP**

#### **ARTICLE 6 GENERAL PROVISIONS - PER EXHIBIT GP**

#### **ARTICLE 7 DEFINITIONS**

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

#### **ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS**

- A. EXHIBITS Included:
1. EXHIBIT A, DIXON's Services and Client's Responsibilities.
  2. EXHIBIT B, Antenna Services to be performed by DIXON or Owner.
  3. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
  4. EXHIBIT C, Attachments C-1, and C-2.
  5. EXHIBIT E, Electronic Documents Protocol (EDP).
  6. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
  7. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
1. EXHIBIT B, Antennas
  2. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from original EJCDC documents merged with other EXHIBITS or not used.
- D. EXHIBIT J, Special Provisions. Services added at/before Effective Date (included in original Agreement sometimes referred to as an Addendum). This is an item left over from pre-computer era. Now if there are changes, DIXON will incorporate those items directly into the Agreement, prior to any signing or the Effective Date, unless an addendum is requested.
- E. EXHIBIT A, DIXON has combined the six EJCDC construction project phases into five phases: Phase 1- Evaluation Phase, Phase 2- Design and Technical Specification, Phase 3-Contract Document and Bidding, Phase 4-Construction, and Phase 5-Post Construction. We then included DIXON's Basic Services, DRR Services, and Client's Responsibilities for each respective Phase. We have since added a sixth Phase back in after the Post Construction Phase which is Phase 6- Maintenance - Security and Health Annual Inspections (starting at least a year after the warranty Post Construction Phase).

#### **ARTICLE 9 MISCELLANEOUS PROVISIONS**

**9.00** Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

##### **9.01 Survival:**

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**9.02 Severability:**

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**9.03 Successors, Assigns, and Beneficiaries:**

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

**9.04 Waiver:**

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

**9.05 Accrual of Claims:**

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

**9.06 DIXON's Certifications:**

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

**9.07 Total Agreement:**

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

## **DIXON's SERVICES**

### **A1.04 Phase 4 Construction:**

#### **A. Basic Services for Maintenance of Existing Structure:**

1. After receiving authorization from Client to proceed with the Construction Phase, DIXON will consult with Client and act as Client's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700 Standard General Conditions of the Construction Contract, edition with modifications as used in the Construction Contract, and as detailed below:
  - a. Attend a Preconstruction meeting, and address questions regarding observation services and coordination of field observations. I do not think this should be optional
  - b. Accept submittal of all matters in question concerning the requirements of the Construction Contract Documents. With reasonable promptness, recommend a written clarification, interpretation, or decision on the issue submitted, or an amendment or supplement to the Construction Contract Documents
  - c. Prepare any technical specifications needed for Change Orders, Field Orders, Work Directives.
  - d. Review Contractor's Pay Requests.
  - e. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
  - f. Prepare Substantial Completion and other Construction documents.
2. DIXON has authority to Stop Work if DIXON questions the quality of Work or rejects the Work, or if there (in the sole opinion of DIXON) is a potential for creating an environmental contamination.
3. Recommend that Work be rejected if DIXON believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations regarding whether Contractor should correct such Work, if a portion of the Work should be uncovered, if tests are required, or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
4. Inform Client of any Work that DIXON believes is not defective; but is nonetheless, not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations for addressing such work.
5. All of Client's instructions to Contractor will be issued through DIXON, who shall have authority to act on behalf of Client in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
6. The Construction Phase will terminate upon written recommendation by DIXON or Client for final payment to Contractors.

#### **B. RPR Services for Maintenance of Existing Structures**

1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
3. Hold Points - General
  - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
  - b. A Hold Point Site visit is an observation trip to perform one of the functions below. The number of Site visits required are estimates.
  - c. If two Job Tasks are performed during the same trip, there is no additional charge (i.e., exterior intermediate and pit piping primer).

- d. The Site visit fees may vary between services (i.e., welding vs. coating) based on the higher compensated weld observer. Hold Point Quantities are estimates and are itemized in EXHIBIT C, Attachment C-1.
  4. Hold Point Weld/Modifications- Observe, Record, Report, and:
    - a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, non-fusion, etc.).
  5. Hold Points and RPR Coating Observation Services Common to Hold Point: All services will not be necessary at each Site visit observation.
    - a. Review coating mixing, thinning, and manufacturer's application requirements.
    - b. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
    - c. Observe wet interior using high/low voltage holiday detection.
    - d. Observe applied coating for dry film thickness, coverage, uniformity, and cure.
  6. Hold Point Coating Wet Interior - Observe, Record, Report, and:
    - a. LPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11)
    - b. Spot power tool, feathering, and compliance with specifications.
    - c. Spot prime coat prior to application of the epoxy intermediate coat.
    - d. Topcoat for compliance with specifications.
  7. Hold Point Coating Exterior - Observe, Record, Report, and:
    - a. Verify test area for high pressure water blast cleaning (HPWC) meets or exceeds minimum specified standard.
    - b. HPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11).
    - c. Spot power tool, feathering, and compliance with specifications.
    - d. Spot prime coat prior to application of the epoxy intermediate coat.
    - e. Epoxy intermediate coat prior to application of the urethane intermediate coat.
    - f. Urethane intermediate coat prior to application of the topcoat.
    - g. Topcoat for compliance with specifications.
    - h. Check foundations coating for compliance with specifications.
    - i. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.
  8. Hold Point Project Finalization:
    - a. Review all repairs not installed until after coating.
    - b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
    - c. Complete observation of immediate neighbors from air for any possible roof damage.
    - d. Observe the installation of screens, light bulbs, etc.
    - e. Observe Site for restoration to pre-project conditions.
    - f. Formulate a punch list of items to complete.
    - g. Create a second punch list if needed before finalization.
    - h. Finalize the project to ensure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.
- C. Construction Phase Client's Responsibilities:**
1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
  2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.



**A1.05 Post Construction Phase:**

A. Basic Services:

1. Warranty Observation - Exterior:

1. Inspect exterior surfaces for coating failures. If any coating “fails” to meet warranty requirements, quantify all findings for presentation to Contractor.
2. Prepare and submit a letter report (2 copies) documenting all items found that meet or fail to meet warranty requirements and recommendations for repair including photos and descriptions.

C. The Post-Construction Phase services may commence during the Construction Phase. DIXON’s services will be considered complete, if there is no warranty repairs required of Contractor, at the submission of Warranty report to Client. If Warranty Work is required of Contractor, then DIXON services will be considered complete after Construction Contract’s correction period.

D. Post Construction Phase – RPR Services

1. Detailed above if repairs are needed.

E. Post Construction Phase - Owner’s Responsibilities:

1. Warranty Observation - Exterior only:
  - a. Provide scheduling for mutually agreeable inspection date.
  - b. Provide access to DIXON personnel to all areas scheduled for inspection.
  - c. Provide insurance for Owner’s personnel. They are not covered by DIXON’s insurance.

Note: in the DIXON supplied General conditions, all expenses related to or developing out of a failed warranty inspection such as additional DRR services and Owner’s direct expenses are “set-off” costs and may be retained and withdrawn from any money still retained from Contractor’s final pay request. Problem at this point, is the Contractor usually has been paid in full and there are no funds available. Contractor Contract Documents, if prepared by DIXON requires a Maintenance Bond for this situation. Contractor generally pays cash as opposed to charging the bond. If Contract Documents were prepared by others, it may be possible to recover set off cost from the Performance Bond if a warranty provision is written as a performance requirement of the contract.

## **BASIS OF FEES, INVOICING, AND PAYMENT**

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### **Part 1 BASIS OF FEES**

#### **C1.01 Basis:**

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

#### **C1.02 Methods of Rate Calculation including Limitations:**

- A. Standard Hourly Rate (SHR) Method:
  - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase Construction, Basic, and RPR/DRR services, and for Additional Services during all phases.
    - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
    - b. Overtime rates apply for all hours worked on weekends and holidays.
    - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
  - 2. Standard Hourly rates of DIXON's employees are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C, as Exhibit C Attachment 2. (Ex C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
    - a. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.
  - 3. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
    - a. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
      - 1) The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
      - 2) The estimator then calculates Reimbursable Expenses based on the same criteria.
      - 3) Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. The Lump Sum Method:
  - 1. The Lump Sum fee charged by DIXON constitute full and complete compensation for DIXON's services including labor costs, overhead, profit, and reimbursable expenses.
  - 2. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical

Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.

3. DIXON may use a Lump Sum for the entire project.
- C. The Unit Price Method:
  1. Reimbursable expenses are calculated and included in Unit Prices.
  2. The Unit Price Method is used when DIXON completes Hold Point Observations, or known, controlled portions of the Scope of Services.
- D. Exhibit B Antennas: LS, UP, or SHR or Combination based on type of services.
- E. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
- F. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.

**C1.03 Definitions including Limitations:**

- A. Basic Services to be performed are identified in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the Lump Sum method. These services are contracted services and thus are prior authorized.
- B. RPR (DRR) Services are contractually agreed services per Exhibit A Task Order or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often an Agreement for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services -some services are Basic to every Agreement. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed; and are Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A, and/or TO#\_\_ EX A (if this is a Task Order Agreement). These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum is required. The calculation of fees is Work dependent and may be calculated by the SHR method, Lump Sum or Unit Price.
- E. Antenna Services are defined in Ex B. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services and thus are prior authorized.

**C1.04 Fees:**

- A. Contracted Fees are detailed in EX C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this

Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Agreement (EJCDC G-700), is a contractually agreed remedy for small violations or nonadherence of the Agreement terms between Owner and Contractor, which result in extra or unnecessary expenses to the Owner, for Owner or DIXON services. The cost for additional DIXON services and unnecessary expenses are not foreseen and cannot be calculated. Those fees and expenses will be invoiced using the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Client. These services generally do not require prior approval of Client, because they are required in the administration of the Agreement. Set-off fees are invoiced to the Client, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Client has incurred extra charges or engineering costs related to:
    - a. Excessive submittal review,
    - b. Excessive evaluations of proposed substitutes,
    - c. Tests and inspections, or return Hold Point Observations to complete Field Work that was determined to be a failed inspection and,
    - d. Work is defective, require correction or replacement including additional observation costs.

**C1.05 Estimated Fee:**

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services and are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the Agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Client notice thereof, allowing Client to consider its options, including suspension or termination of DIXON's services for Client's Convenience. Upon notice, Client and DIXON shall promptly review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate DIXON's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Client and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
  3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum hourly requirements of these paragraphs are not negotiable. An RPR is a professional, and if they remain on Site, they are guaranteed the minimum number of hours. Negotiations may change Full Time or Daily RPR to Hold Point Observation Services or reduce

the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

**C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:**

- A. Attached to this EXHIBIT C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
  - 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1<sup>st</sup> will have Attachment C-2 with effective rates through December 31 of the subsequent year.
  - 2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate and by the same percentage increase as Standard Hourly Rates.
  - 3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

**PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:**

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this EXHIBIT C and Attachments C-1 and C-2. DIXON will submit its invoices to Client on a monthly basis.
- B. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
- C. The amount invoiced for DIXON's services rendered on a Lump Sum basis will be based upon DIXON's estimate of the proportion of the total services actually completed during the billing period, plus reimbursable expenses (if any) incurred during the billing period.
- D. The amount invoiced for services rendered on a Standard Hourly Rate basis will be an amount equal to the cumulative hours devoted to the Project during the billing period by each billing class of DIXON's employee's times the hourly rate for each applicable billing class incurred during the billing period.
- E. Distribution of Compensation: DIXON may alter the distribution of compensation between individual phases of the work noted in Attachment C-1 to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.
- F. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- G. Failure to Pay: If Client fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
  - 1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30<sup>th</sup> day.
  - 2. DIXON may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and all other related charges. Client waives any and all claims against DIXON for any such suspension.

- H. Disputed Invoices: If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- I. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by Client.

### **PART 3 SELECTION OF RPR SERVICES**

#### **C3.00 Selection of Full Time vs. Daily RPR**

- A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
- B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office, makes daily travel exceed daily expenses.

#### **C3.01 Financial Considerations when Selecting RPR Services:**

- A. Minimum Hourly and Weekly requirements.
  - 1. Daily RPR Services -8 hours per day plus travel time and mileage.
  - 2. Full Time RPR Services:
    - a. Minimum workday - 8 hours.
    - b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the RPR is also working more than 40 hours, if work being completed rises to the level of observing.
    - c. Rain days or no work days as determined by the Contractor or Client – minimum billable work day is four hours, no site time required.
    - d. Delayed start day as determined by the Contractor, (ex. Rain delay start)- minimum billable time is actual delay time up to four hours plus onsite time. Total cannot be less than four hours.
    - e. Actual Mobilization and Demobilization Time and Reimbursable Expenses.  
Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

#### **C3.02 Hold Point Observations:**

- A. The RPR travels to site to complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report.

**SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES**

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1. The total compensation for services under this Agreement is the estimated total compensation amount of **Twenty-Three Thousand, One Hundred Dollars, \$23,100** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.04- RPR Weld Observation	1	\$1,350	\$1,350	Unit Price
A1.04- RPR Coating Observation	15	\$1,250	\$18,750	Unit Price
A1.05-Warranty Observation			\$3,000	Lump Sum
Total			\$23,100	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

EXHIBIT C ATTACHMENT C-2: Agreement Between  
Client and DIXON

**Employee Billable Rates and Terms**

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$500.00	
Officer/Associate	\$210.00	
Project Manager	\$195.00-\$220.00	\$292.00-\$330.00
Engineer	\$220.00-\$260.00	\$330.00-\$390.00
CWI Welding RPR	\$215.00-\$240.00	\$322.00-\$360.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$148.00-\$198.00	\$222.00-\$297.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$134.00-\$174.00	\$201.00-\$261.00
DIXON Level 1 or AMPP General Level 1 RPR	\$124.00-\$154.00	\$186.00-\$231.00
Contract Support Staff	\$154.00-\$194.00	\$231.00-\$291.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging & Meals	\$185.00 per diem	\$185.00 per diem
Meals Only	\$65.00 per diem	\$65.00 per diem

**FEES EFFECTIVE THROUGH: December 31, 2025 (Revised: 10/21/2024)**



## **ELECTRONIC DOCUMENTS PROTOCOL (EDP)**

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With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

## **ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)**

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

### **E1.01 Electronic Documents Protocol**

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
  - 1. Basic Requirements
    - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
    - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
    - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
    - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents (EJCDC G-700) regarding communications.
    - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
  - 2. System Infrastructure for Electronic Document Exchange
    - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
    - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
    - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of

information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
  - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract.
  - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
  - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
  - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
- 1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
  - 2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

**SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE**

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLS XLSX	
a.8	Images	Email w/ Attach	JPG JPEG GIF PNG TIFF BMP	
a.9	Compressed Files	Email w/ Attach	ZIP	

<b>Notes</b>	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
<b>Key</b>	
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader.
DWG	Autodesk® AutoCAD. dwg format.
DOC/DOCX	Microsoft® Word document
XLS/XLSX	Microsoft® Excel document
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.
<b>Minimum Version Required</b>	
Adobe® Acrobat Reader	2017-24.002 (2020)
Autodesk® AutoCAD	2016-2025 (2020)
Microsoft® Word	Office 97-Office 2021 (Office 2007)
Microsoft® Excel	Office 97-Office 2021 (Office 2007)

**GENERAL PROVISIONS and RELATED CONDITIONS**

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Note: Some Articles in this Exhibit GP may not all apply to the Scope of Work in Exhibit A. They become effective and are included because additional Scopes of Work may be added at any time with a Task Order or Exhibit K.

**GP1.01 Standards of Performance:**

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Technical Accuracy: Client shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON, Engineer, Owner, or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Client furnished information.
- C. Reliance on Others: Subject to the Standard of Care set forth above- DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- D. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual Conflict of Interest arises or is identified, DIXON and Client together will make reasonable, good faith efforts to avoid or eliminate the Conflict of Interest.
- E. DIXON may retain such consultants as it deems necessary to assist in the performance or furnishing of services, subject to reasonable, timely, and substantive objections by Client.

**GP1.02 DIXON does NOT provide the following services which would violate the Standard of Care:**

- A. DIXON's Services and Additional Services do not include:
  - 1. serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
  - 2. advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances;
  - 3. providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or
  - 4. providing legal advice or representation

**GP1.03 Opinions of Probable Construction Cost:**

- A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the coating industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished

by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or made verbally by DIXON.

**GP1.04 Use of Documents:**

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not.
  - 1. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project, and for related uses of Owner
  - 2. DIXON grants Client a limited license to use the Documents on the Specific Project.
  - 3. Client shall not use, reuse, or modify the Documents without written verification, review, or adaptation by DIXON. If Client reuses or modifies documents without authorization, Client shall indemnify and defend DIXON from any liabilities that result from the reuse.
  - 4. The limited license to Client shall not create any rights in third parties.

**GP1.05 Controlling Law and Compliance with Laws and Regulations:**

- A. Client and DIXON shall comply with applicable Laws and Regulations of the State where the project is located.
- B. DIXON shall comply with any and all policies, procedures, and instructions of Owner and Engineer (Client) that are applicable to DIXON's performance of services under this Agreement and that Client provides to DIXON in writing, subject to the Standard of Care set forth in Paragraph GP1.01.A above, and to the extent compliance is consistent with professional practice requirements.
- C. While at the Site, DIXON, its consultants and their employees and representatives, shall comply with the applicable requirements of Contractor's, Engineer's, Owner's and other safety programs of which DIXON has been informed.
- D. This Agreement is based on Laws and Regulations and Client-provided written policies and procedures of Client as of the Effective Date of this Agreement.

**GP1.06 Limitations of Authority of DIXON with Client and with Owner's Contractor:**

- A. This Agreement and the General Conditions of the Owner/Contractor Agreement establish DIXON's authority.
- B. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, latest Edition and as modified by DIXON for the coating industry, unless expressly indicated otherwise. If Client supplied General Conditions are used, then DIXON supplied Additions to General Conditions for the Coating Industry shall also be used to the extent they do not conflict with Owner's General Conditions.

**GP1.07 Visits to Site and Observation of Construction**

- A. In connection with observation of Work while it is in progress, in particular with respect to Work that is designed or specified by DIXON, and Work specifically designated by Client for observation by DIXON:
1. Make visits to the Site as detailed in EX A at intervals appropriate to the various stages of construction as DIXON deems necessary to observe as an experienced and qualified design professional the progress of Contractor's executed Work.
  2. Such visits and observations by DIXON including DRR, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specially assigned to DIXON in this Agreement, but
  3. are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on DIXON's exercise of professional judgement.
  4. Based on information obtained during such visits and observations, DIXON will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and
  5. DIXON shall keep Client informed of the progress of the Work.
- B. The purpose of DIXON's visits to the Site including efforts of DRR,
1. will be to enable DIXON to better carry out the duties and responsibilities assigned to and undertaken by DIXON during the Construction Phase; and, in addition,
  2. by the exercise of DIXON's efforts, as an experienced and qualified design professional, to provide for Client a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.
- C. DIXON shall not during such visits or as a result of such observations of the Work,
1. supervise, direct, or have control over the Work,
  2. nor shall DIXON have authority over or responsibility,
    - a. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor,
    - b. for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress,
    - c. for the coordination of the Contractors' work or schedules, nor
    - d. for any failure of a Contractor's furnishing and performing of its work, or any portion of the Work
    - e. for the acts or omissions of any Contractor
    - f. for any failure of any Contractor to comply with Laws and Regulations applicable to furnishing and performing of its work.
- D. Accordingly, DIXON does not guarantee the performance of any Contractor in accordance with the Owner/Contractor Construction Contract Documents.
- E. DIXON shall not be responsible for any decisions made regarding the Construction Agreement requirements, or any application, interpretation, clarification, or modification of the Construction Agreement documents other than those made by DIXON or its consultants.

**GP1.08 Environmental Condition of Site: Constituents of Concern (CC)**

- A. Client represents to DIXON that as of the Effective Date and to the best of Client's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site. Client has forwarded to DIXON copies of all documents in Client's

Agreement

Owner: City of Plainwell, MI

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Exhibits: A, C, E, GP, IR

Tank No: 22-03-02-02

possession, including disclosures from Owner to Engineer, regarding the presence of known and suspected Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Definitions:

1. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  2. Undisclosed Constituents of Concern. For purposes of this Article GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to this Article GP1.08, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “Undisclosed” Constituents of Concern.
  3. “Known” Constituents of Concern - Constituents of concern in the coating industry- The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not Undisclosed Constituents of Concern. DIXON and Client acknowledge that the coating industry may generate hazardous waste or constituents of concern (CC) when removing old coatings, CC may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be CC but are considered “Known” CC.
- C. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not Undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
- D. If DIXON encounters or learns of an Undisclosed Constituents of Concern at the Site, then DIXON shall notify Client. State and Federal notifications, if required, are the responsibility of the Owner.
- E. If DIXON or any other party encounters, uncovers, or reveals an Undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to Disclosed or Undisclosed Constituent of Concern, then either Client or DIXON may, at its option and without liability for any damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer affected.
- F. Client acknowledges that DIXON is performing professional services for Client, and that DIXON is not and shall not be required to become an “owner,” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON’s activities under this Agreement.



**GP1.09 Dispute Resolution:** DIXON and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

**GP1.10 Suspension and Termination:**

- A. Suspension:
  - 1. By Client: Owner or Client may suspend the Project for up to 90 days upon seven days written notice to DIXON.
  - 2. By DIXON: DIXON may, after giving seven days written notice to Client, suspend services under this Agreement
    - a. if Client has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
    - b. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Agreement or Task Order.
- B. Termination for Cause – DIXON/Client Agreements or Separate Task Orders: The obligation to provide further services under this Agreement or Task Order may be terminated:
  - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - 2. By DIXON: Upon seven days written notice:
    - a. if Client demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or
    - b. if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or
    - c. as the result of the presence at the Site of undisclosed Constituents of Concern.
  - 3. Notwithstanding the foregoing, an Agreement or Task Order will not terminate for Cause, under this Article, if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof. If and to the extent such substantial failure cannot be reasonably cured within the 30 day period of diligent effort, and party continues to cure the same, then the cure period will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. Termination for Convenience - by Client and is effective upon DIXON's receipt of notice from Client.
- D. The time, between Contract Award and the contracted start date of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension" or reason for Termination.
- E. DIXON shall have no liability to the Owner or Client, on account of such termination.
- F. In the event of Multiple active Task Orders; The Termination of a Task Order for Cause or Convenience does not affect the status of the remaining active Task Orders.
- G. Effective Date of Termination: If Client terminates the Agreement or a specific Task Order for cause or convenience, Client may set the effective date of Termination at a time up to 30 days later than otherwise provided, to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of

completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.

- H. Payments Upon Termination: In the event of termination by Client or DIXON for cause, DIXON shall be entitled to invoice Client and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C Attachment 2.

**GP1.11 Records Retention:**

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a Client Agreement or a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Agreement or Task Order. Upon Client's request, DIXON shall provide a copy of any such item to Client at cost.
- B. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

## **INSURANCE REQUIREMENTS AND INDEMNIFICATION**

The Agreement is supplemented to include the following insurance requirements and indemnification clauses of the parties:

### **IR1.01 Insurance Requirements**

A. The limits of liability for the insurance required by the Agreement are as follows:

1. DIXON/Client will obtain/carry the following insurance policies and with the listed amounts as a minimum :

a. Worker' Compensation	<u>Statutory</u>
b. Employer's Liability –	
1) Bodily injury, each Accident:	<u>\$1,000,000</u>
2) Bodily injury by disease, each employee:	<u>\$1,000,000</u>
3) Bodily injury/disease, aggregate:	<u>\$1,000,000</u>
c. General Liability –	
1) Each Occurrence (Bodily injury and Property damage)	<u>\$1,000,000</u>
2) General Aggregate:	<u>\$2,000,000</u>
d. Excess or Umbrella Liability –	
1) Per Occurrence:	<u>\$2,000,000</u>
2) General Aggregate	<u>\$2,000,000</u>
e. Automobile Liability – Combined Single Limit	<u>\$1,000,000</u>
f. Professional Liability - (required only of Engineer Client)	
1) Each Claim Made	<u>\$2,000,000</u>
2) Annual Aggregate	<u>\$2,000,000</u>

### **IR1.02 Insurance Requirements**

- A. DIXON shall cause Client and other parties requested by Owner Electronic Data Transmittal Protocol within reason, to be listed as additional insureds on any applicable general liability insurance policy carried by DIXON.
- B. DIXON shall deliver to the Client certificates of insurance evidencing the coverages indicated in Exhibit IR. Such certificates shall be furnished prior to commencement of DIXON's Services and at renewals thereafter during the life of the Agreement.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Client's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. If any policy of property insurance relating to the Project, including but not limited to any builder's risk policy, allows for waiver of subrogation rights and contains provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any insured thereunder or against Client. Then Client and DIXON hereby waive all rights against each other, Owner, and Contractor, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such builder's risk policy or other property insurance policy relating to the project. The Client shall take appropriate measures in other Project-related contracts to secure waivers of rights.

- E. At any time, Client may request that DIXON, at Client's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Client, and if commercially available, DIXON shall obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Client, and Exhibit IR will be supplemented to incorporate these requirements.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement, and immediately either take action to avoid cancellation or a reduction in limits or obtain replacement coverage meeting the requirements of this Agreement.

## **PART 2 LIMITATIONS OF LIABILITY**

### **IR2.01 Definitions:**

- A. Client and Party 1 is Client and Client's officers, directors, membership, partners, agents, employees, consultants, and if Client is Owner then also others retained by or under contract to the Owner, with respect to this Agreement or to the Project.
- B. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

### **IR2.02 Indemnification**

- A. Indemnification: to the fullest extent permitted by Laws and Regulations, DIXON shall indemnify and hold harmless, Client and Party 1; and Client shall indemnify and hold harmless DIXON and Party 2; from losses, damages, and judgments (including reasonable attorneys' fees and expenses) arising from third-party claims or actions relating to the Project:
  - 1. By Client and Party 1 and by DIXON and Party 2 -provided that such claim, action loss, damages, or judgement is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by negligent act or omission of DIXON or Client, and associated Parties 1 and 2.
- B. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in this Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability breach of contract, indemnity obligations, or warranty express or implied; shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required

under this Agreement. If no such insurance coverage is provided by Client with respect to Client's Claims, then the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all such uninsured Client's claims shall not exceed \$25,000.

**IR2.03 Mutual Waiver**

- A. Mutual Waiver - Exclusion of Special, Incidental, Indirect, and Consequential Damages - To the fullest extent permitted by law, and notwithstanding any other provisions in the Agreement, consistent with the terms of this Agreement, DIXON and Party 2, shall not be liable to Client or anyone claiming by, through, or under Client and Party 1, for any and all claims for or entitlement to special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes including but not limited to: damage to water supply or reduction in fire protection.

**IR2.04 Percentage Share of Negligence**

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, though, or under the other party for any cost, loss, or damages caused in part by the negligence of the party in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of DIXON, Client, and all other negligent entities and individuals.

**IR2.05 No Defense Obligation**

- A. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressed.

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# PLAINWELL PUBLIC SAFETY

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Police, Fire and Medical First Responder Services

# MONTHLY REPORT

## July 2025

Prepared by Director Kevin Callahan

# Classification of Crimes Reported

File Class	CRIMES AGAINST PERSON	July	Year to Date
900	Murder and Non-Negligent Manslaughter	0	0
1000	Kidnapping	0	0
1100	Sexual Assault	3	10
1200	Robbery	0	0
1300	Aggravated & Non-Aggravated Assault	6	48
PROPERTY CRIMES			
2000	Arson	0	0
2100	Extortion	0	0
2200	Burglary	2	7
2300	Larceny	3	28
2400	Motor Vehicle Theft	1	5
2500	Forgery/Counterfeiting	0	1
2600	Fraudulent Activities	2	13
2700	Embezzlement	0	0
2800	Stolen Property - Buying, receiving	0	0
2900	Damage to Property	2	16
3500	Violation of Controlled Substances Act	0	2
MORALS/DECENCY CRIMES			
3600	Sex Offenses (Other than Sexual Assault)	0	0
3700	Obscenity	0	2
3800	Family Offenses	0	8
4100	Liquor Violations	0	0
PUBLIC ORDER CRIMES			
4800	Obstructing Police - Offenses Which Interfere with Investigations	0	0
4900	Escape/Flight - Fleeing and Eluding a Officer's Custody	0	1
5000	Obstructing Justice	4	19
5200	Weapons Offenses	0	1
5300	Public Peace	6	50
5400	Traffic Investigations - Any Criminal Traffic Complaints	3	19
5500	Health and Safety	29	146
5600	Civil Rights	0	0
5700	Invasion of Privacy	5	16
6200	Conservation Law Violation	0	0
7300	Miscellaneous Criminal Offense	0	0
GENERAL NON-CRIMINAL			
9100	Juvenile/Minor/School Complaints	4	22
9200	Civil Custody	0	3
9300	Traffic Non-Criminal ( Reports Only - Does not include Citations Issued)	7	34
9400	False Alarm Activation	3	18
9500	Fires (Other than Arson)	1	5
9700	Accidents, All Other	8	30
9800	Inspections, Unfounded FIRS	0	0
9900	General Assistance (All Except Other Police Agencies)	95	610
9911 & 9912	General Assistance (Other Police Agencies)	71	475
FIRS	Medical First Responder	30	233

# Plainwell Department of Public Safety

## Complaints/Activities for July 2025

### ARRESTS

#### CUSTODIAL ARRESTS

**6** *An individual taken into custody for a criminal offense and jailed for that offense.*

#### ARREST COUNTS

**11** *Criminal complaints or cases cleared by the custodial arrest or issuance of a warrant(s).*

### TRAFFIC ENFORCEMENT & CITATIONS

#### HAZARDOUS CITATIONS

**7** *Uniform Law Citations issued by officers to individuals for moving traffic violations. (Drag racing, Speeding, etc.)*

#### NON-HAZARDOUS CITATIONS

**7** *Uniform Law Citations issued by officers to individuals for NON-moving traffic violations. (Registration, Equipment, Etc.)*

#### DRUNK DRIVING CITATIONS

**0** *This is an activity that we specifically monitor that would normally be considered a hazardous citation.*

#### PARKING CITATIONS

**0** *Citations issued in violation of city ordinance. This would include Overnight Parking, Time Limitation Parking, etc.*

#### VERBAL WARNINGS

**24** *Traffic enforcement where no citation was issued but warnings were given.*

#### TOTAL TRAFFIC CITATIONS/WARNINGS

**38**

### COMPLAINTS

#### ORIGINAL DISPATCH COMPLAINTS

**35** *Complaints that are call in or the officer is dispatched to by Allegan County Central Dispatch (911) or our business office.*

#### PATROL INITIATED COMPLAINTS

**250** *Complaints observed by the officer while on patrol or came to their attention by personal observation.*

#### TOTAL COMPLAINTS

**285**

### OTHER ACTIVITIES

#### MOTORISTS ASSISTS

**3** *Motorist contacts caused by mechanical breakdown or similar problem.*

#### PROPERTY INSPECTIONS

**0** *Checks of homes or business specifically requested by a home or business owner.*

#### MOTOR VEHICLE ACCIDENTS

**9** *Total motor vehicle accidents both on public roads or private property.*

#### COMMERCIAL BUILDING SECURITY CHECK

**1,612** *Nightly security inspections of business' conducted by officers to assure windows and doors are locked.*

#### FOUND UNSECURED

**0** *The number of business' found unlocked or unsecured.*



# Plainwell Department of Public Safety

## Scheduled Hours By Activity for July 2025

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

### TOTAL ROAD PATROL HOURS SCHEDULED FOR THE MONTH

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

*Totals of all the below mentioned areas.*

### HOURS SPENT INVESTIGATING OR HANDLING CRIMINAL COMPLAINTS

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

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

### HOURS SPENT INVESTIGATING OR HANDLING NON-CRIMINAL COMPLAINTS

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

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

### HOURS SPENT ON SUPPORT OR PERIPHERAL ACTIVITIES

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

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

### TOTAL UNOBLIGATED PATROL HOURS

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

*Examples include: General Preventive Patrol, Building Security Checks, Etc.  
Note: This also includes any break time the officers take during their shift.*

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

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

Total Hours  
843

Percentage of Total Hours

70 8.29%

209 24.73%

218 25.86%

347 41.11%

497 58.89%



## July Reports for Plainwell Department of Public Safety

### **PRIORITY 1 ASSISTS OUTSIDE OF JURISDICTION**

The Plainwell Department of Public Safety was dispatched to 71 calls for assistance outside the city limits of Plainwell by Allegan County Central Dispatch.

These calls were classified as Priority 1 Assists.

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### **Fire Suppression/Call Out Incident Report**

Date	Dispatch Time	Arrival Time	Location	Incident Type	Actions Taken	Apparatus	PSO	POC
07/07/2025	06:51	N/A	US 131 Exit 49	Vehicle Crash	Cancelled Enroute	C1	1	1
07/07/2025	07:36	07:44	327 12 <sup>th</sup> St, Apt A-16	Motor Vehicle / Pedestrian Crash	Emergency Medical Services, Other	C1, S62	1	3
07/07/2025	08:32	08:35	720 Brigham St	Smoke Alarm	Investigate	C1, E11	1	2
07/10/2025	07:05	N/A	US 131 /S of M-89	Possible PIA	Cancelled Enroute	C4	2	3
07/13/2025	20:39	N/A	Riverview Dr / 4 <sup>th</sup> St	Assist GPPD - Possible Woods Fire	Cancelled Enroute	0	3	5
07/13/2025	21:20	21:22	Bannister St / N Anderson St	Juvenile Runaway	Search	C4, S62, T63	1	4
07/14/2025	00:48	00:53	717 Benhoy Ave, Apt E	Medical	Emergency Services, Other	S62	2	3
07/14/2025	01:23	01:30	821 Wakefield St	Haz Mat	Hazardous Material Spill Control and Confinement	C6, E17, T63	3	3
07/20/2025	18:53	N/A	US 131 / M-89	Vehicle Crash	Cancelled Enroute	C5	1	3
07/24/2025	05:39	05:42	622 Allegan St, Rm 115	EMS Call	Emergency Medical Services, Other	C4	2	4
07/24/2025	18:24	N/A	411 Naomi St	Fire Alarm	Cancelled Enroute	C5	2	7
07/25/2025	07:16	07:26	331 Broad St / Oak St	Structure Fire / Haz Mat	Extinguish, Salvage & Overhaul, Hazardous Materials Spill Control and Confinement	C6, E11, E17	3	4

07/25/2025	22:41	22:46	320 Brigham St	EMS Call	Provide Basic Life Support	C4	1	6
07/27/2025	21:40	21:48	211 Bannister / Kalamazoo River / E Bridge St	Search For Person / Water Rescue	Rescue, Remove From Harm	C2, C4, S62, T63, Boat	6	7
07/27/2025	23:30	23:46	Kalamazoo River / 8 <sup>th</sup> St / Riverview Dr	Assist ACSO - Watercraft Rescue	Provide Equipment, Provide Manpower	E15, S62	4	7
07/31/2025	19:06	19:19	720 Brigham St / Starr School Dr	Fire Alarm	Investigate	C5, E17	1	3

\*\*\*\*\*

### Calls for Service at Plainwell Schools

Plainwell High School: 0  
684 Starr Road

Gilkey School: 1  
707 S. Woodhams Street

Plainwell Middle School: 3  
720 Brigham Street

Starr Elementary: 1  
601 School Drive

Early Childhood Development: 0  
307 E. Plainwell Street

Renaissance School: 0  
798 E. Bridge Street

Admin, Maintenance & Bus Garage: 0  
600 School Drive

\*\*\*\*\*

### Ordinance Report

We had 28 Ordinance Complaints.

This is a breakdown of the Ordinance Violations for the month of July 2025:

- (6) - Long Grass/Weeds
- (1) - Litter/Fire Debris
- (1) - Burning
- (1) - Improper Sign Deployment Garage Sale/Puppy Sales
- (1) - Person Living in Trailer
- (1) - Chickens without Permit
- (1) - Dangerous Building
- (16) - Brush at Curb Early

Water Renewal  
Superintendent: Luke Keyzer  
August 2025



Significant Department Actions and Results

Gritt pump installed.

Pending Items (including CIP) FY 24/25

- Duperon Screen Replacement
- Duperon Drive Replacement
- Odor Study
- YSI DO probe Replacement
- Wakefield LS Upgrade

Expenditure Summary/Issues

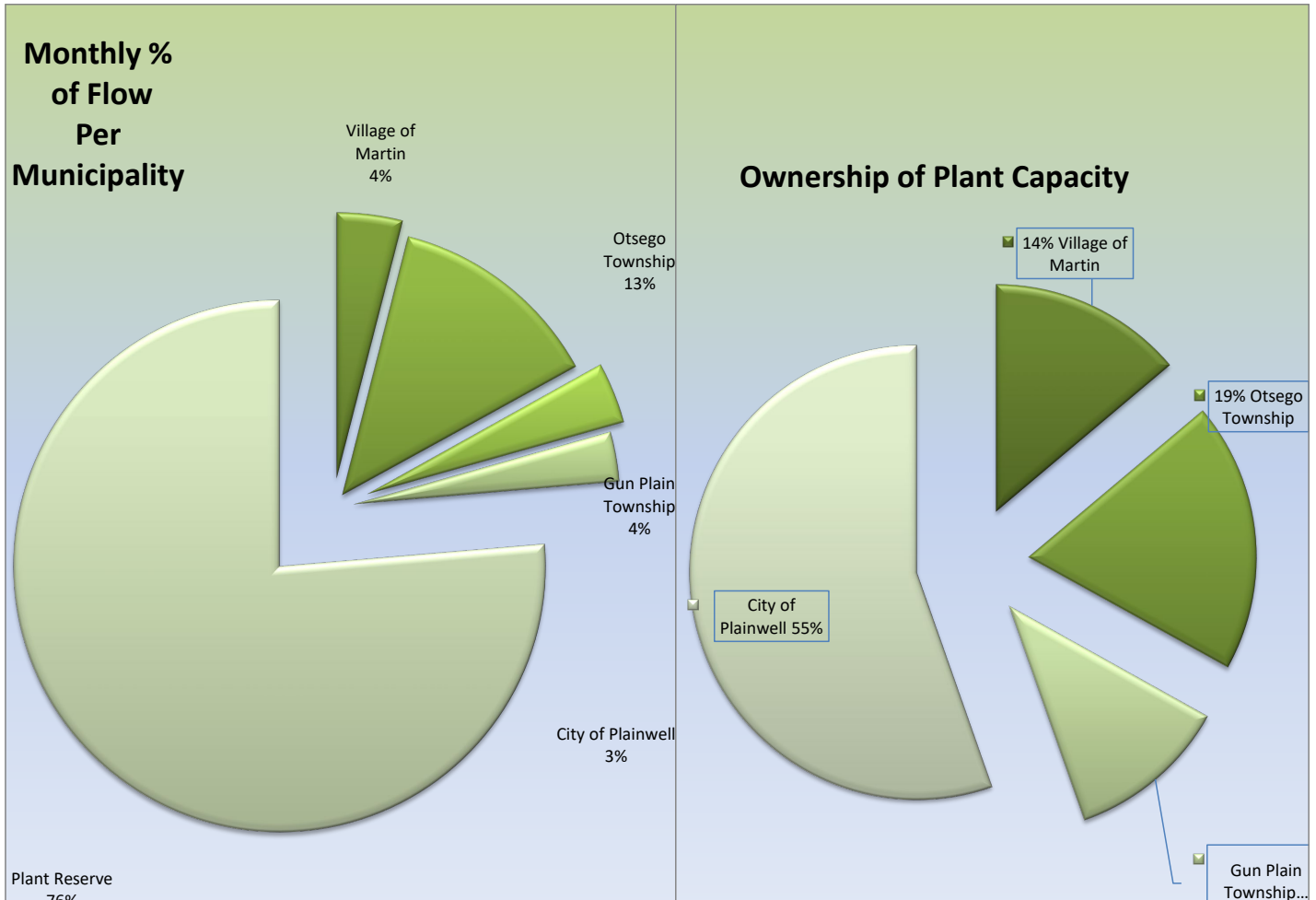
<u>(budgeted)</u>	(completed)
\$62,500	
\$25,000	
\$30,215	
21,610	
<u>\$20,000</u>	
\$159,325	



## Monthly Flow Data

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

	Total Gallons	Permitted Daily Flow Gallons	Reserve	Ownership of Plant Capacity
<b>Village of Martin</b>	706,711			
Gun River MH Park	288,000			
US 131 Motor Sports Park	140,000			
<b>Total:</b>	1,134,711			
<b>AVG. DAILY:</b>	39,128	180,000	78%	14%
<b>Otsego Township</b>	3,725,950			
<b>AVG. DAILY:</b>	128,481	250,000	49%	19%
<b>Gun Plain Township</b>	573,000			
Ridderman Gas Station	23			
USA Earthworks	2,000			
North Point Church	2,000			
North 10th Street	256,222			
Gores Addition	222,000			
<b>TOTAL</b>	1,055,245			
<b>AVG. DAILY</b>	7,655	150,000	95%	12%
<b>City of Plainwell</b>	850361			
<b>AVG. DAILY:</b>	38652.78	720,000	95%	55%
Avg. Daily Plant Flow from entire service district		0.33		



## State Required Reporting Compatible Pollutants

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

25 mg/l	15	4.50
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*This test measures the amount of oxygen consumed by bacteria during the decomposition of organic materials. Organic materials from wastewater treatment facility act as a food source for bacteria.*

### TOTAL SUSPENDED SOLIDS (TSS):

30 mg/l	15	9
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*Includes all particles suspended in water which will not pass through a filter. As levels of TSS increase, a water body begins to lose its ability to support a diversity of aquatic life.*

### PHOSPHORUS (P):

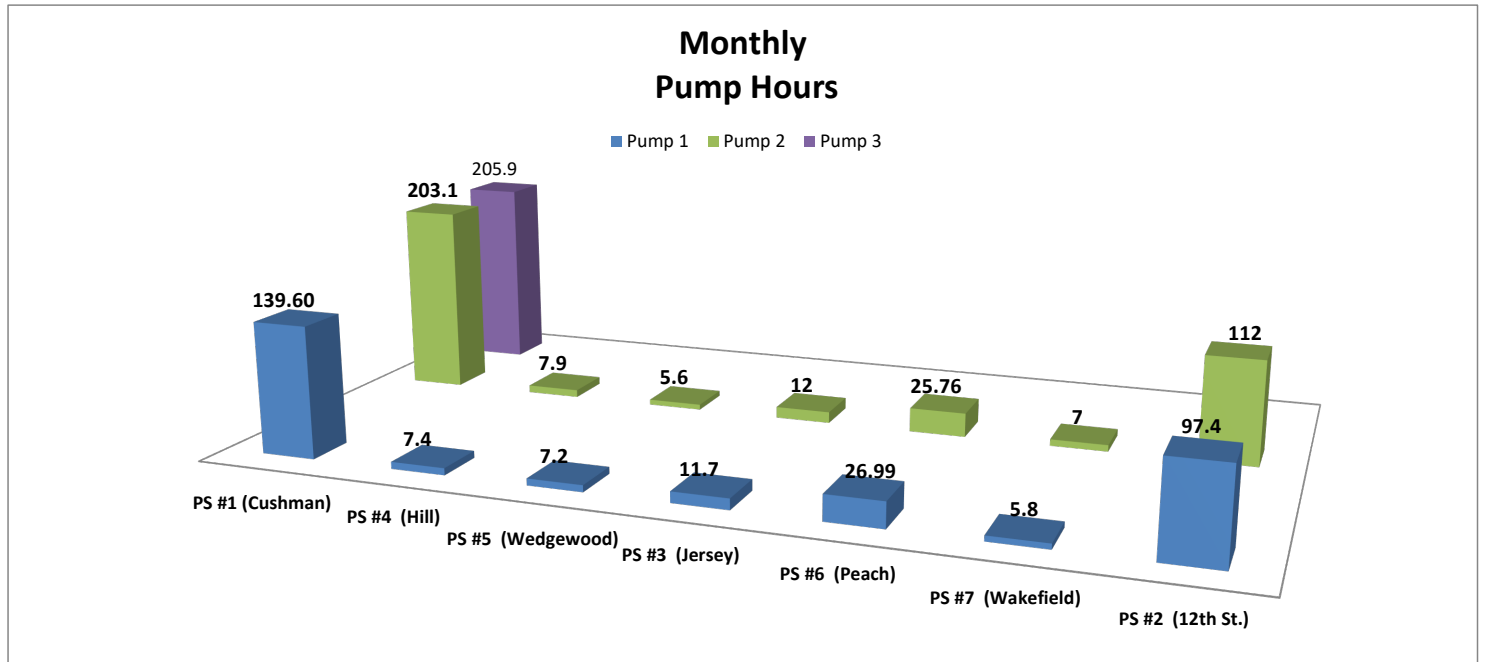
1.0 mg/l	0.45	0.44
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*Controlling phosphorous discharges is a key factor in preventing eutrophication of surface waters. Eutrophication is caused by water enrichment of inorganic plant nutrients. Eutrophication negatively effects water bodies due to increases in algal blooming, causing excessive plant growth which depletes dissolved oxygen in the river which is necessary for aquatic life to survive.*

### Total Coliform (COLI):

200counts/ml	50	2
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*A group of bacteria found in soil, on vegetation and in large numbers in the intestine of warm-blooded animals, including humans. Water is not a natural medium for coliform organisms and their presence in water is indicative of some type of contamination.*



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

**MINUTES**  
**Plainwell BRA DDA TIFA**  
**July 08, 2025**

1. Chairman Larabel called the meeting to order at 7:30am in City Hall Council Chambers.
2. Pledge of Allegiance was given by all present.
3. Roll Call: Present: Nick Larabel, Adam Hopkins, Paul Rizzo, Cathy Green, Jim Turley, David Steffen, Randy Wisnaski, and Justin Lakamper  
Excused: None
4. Approval of Minutes:  
**A motion by Green, seconded by Turley, to accept and place on file the BRA DDA TIFA Meeting Minutes of the 6/10/2025 meeting. On a voice vote, all voted in favor. Motion passed.**
5. Public Comment: None.
6. Chairman's Report: None.
7. Recommendations and Reports:
  - A. **A motion by Wisnaski, seconded by Rizzo, confirming BRA payables for June 2025 in the amount of \$1,004.95. On a voice vote, all in favor. Motion passed.**
  - B. **A motion by Larabel, seconded by Wisnaski, confirming DDA payables for June 2025 in the amount of \$1,795.12. On a voice vote, all in favor. Motion passed.**
  - C. **A motion by Turley, seconded by Hopkins, confirming TIFA payables for June 2025 in the amount of \$293.62. On a voice vote, all in favor. Motion passed.**
8. Communications:  
**The June 2025 Summary and Detail Financial Reports, the quarterly revolving loan report, and City Council Meeting minutes from 5/27/2025 and 6/09/2025 were reviewed.**
9. Public Comment: None.
10. Staff Comment: City Manager Lakamper stated that he met with Dan Leonard from MEDC to discuss the Mill property development plan. The discussion included land value and TIF, as well as potential funding options for a Riverwalk.  
He met with a person interested in the Mill buildings as a location for a classic car storage, public display and repair. He asked for a business concept presentation to share with Council and other boards.  
The insurance company is in favor of demolition of Building #2. During demolition, it may be possible to remediate the last few areas of contamination in conjunction with GHD. Of concern is a cement cap under building #2 which will need to be replaced, or remediated. Larabel shared that remediation may be the most cost-effective option.  
There has been no interest in the Community Development Manager position.  
He stated that Island Fest will be held on Saturday, July 26.
11. Board Member Comment:  
Hopkins asked for an update on Hick's park development. Lakamper replied that no real progress had been made due to staffing shortages.  
Larabel asked about Brian Kelley's employment with the City. Lakamper replied that Kelley has been working as a consultant for the City since December, and that filling the Finance Director position is proving to be difficult. Larabel also noted that construction in Industrial Park seems to have slowed.

**MINUTES**  
**Plainwell BRA DDA TIFA**  
**July 08, 2025**

Hopkins asked about the burned home by Dean's. Lakamper replied that the owner has stated a desire to rebuild, however City is moving toward remediation, as the process can take over a year in case the home needs to be demolished. The property has been cited for blight and lawn violations.

Green mentioned a house near Sherwood with a lawn violation that appears vacant, and has paperwork on the door. Lakamper will pass this information along to the City's ordinance officer.

12. Adjournment:

**A motion by Rizzo, seconded by Hopkins, to adjourn the meeting at 7:51am. On a voice vote, all voted in favor. Motion passed.**

Submitted by,  
JoAnn Leonard, City Clerk



08/21/2025

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL  
 INVOICE ENTRY DATES 08/08/2025 - 08/21/2025  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

Vendor Code	Vendor Name		
	Invoice	Description	Amount
000004	PLAINWELL AUTO SUPPLY INC		
	747262	DPS - SYNTHETIC OIL KC	21.49
TOTAL FOR: PLAINWELL AUTO SUPPLY INC			21.49
000009	CONSUMERS ENERGY		
	2025.7	CITY WIDE ELECTRIC JULY 2025	3,818.75
TOTAL FOR: CONSUMERS ENERGY			3,818.75
000010	RIDDERMAN & SONS OIL CO INC		
	191465	DPW - 411GL 5-87 REG 10%ETHANOL GASOLINE CP	950.94
	192240	DPW - 413GL 5-87 REG 10% EHTANOL GASOLINE CP	914.96
	42085	AIPORT FUEL FOR MOWERS VW	72.51
TOTAL FOR: RIDDERMAN & SONS OIL CO INC			1,938.41
000014	MICHIGAN GAS UTILIITIES CORP		
	5588335973	CITY HALL GAS SERVICE JULY 2025	38.58
	5588393892	DPS BUILDING GAS SERVICE JULY 2025	32.32
	5588482323	DPW BUILDING GAS SERVICE JULY 2025	64.45
	5588936530	WR CUSHMAN LIFT GAS SERVICE JULY 2025	43.72
	5589459469	WR PLANT GAS SERVICE JULY 2025	1,125.66
	5590606760	DPW WATER CHEM ROOM GAS SERVICE JULY 2025	56.28
	5591055866	WR 12TH ST LIFT GAS SERVICE JULY 2025	50.64
TOTAL FOR: MICHIGAN GAS UTILIITIES CORP			1,411.65
000034	VERIZON		
	6119311896	CITY CELL/HOT SPOT SERVICE 6/24 - 7/23/2025	207.44
	6119311897	EOC/DPS PHONE SERVICE 6/24 - 7/23/2025	153.96
	6120657437	DPW/WR ALARM SERVICE 7/11 - 8/10/2025	43.50
TOTAL FOR: VERIZON			404.90
000035	APPLIED INNOVATION		
	2899841	CITY HALL COPIER CHARGES 7/13 - 8/12/2025 RB	110.79
	2905519	DPW/WR COPIER CHARGES 7/16 - 8/15/2025 CP	138.23
TOTAL FOR: APPLIED INNOVATION			249.02
000079	ALLEGAN COUNTY NEWS		
	17709	ADMIN - JULY 2025 LEGALS GL	240.00
TOTAL FOR: ALLEGAN COUNTY NEWS			240.00

000138	AMERICAN OFFICE SOLUTIONS		
	39852378	DPS - COPIER LEASE/USAGE JULY 2025 KC	184.94
TOTAL FOR: AMERICAN OFFICE SOLUTIONS			184.94
000943	DIXON ENGINEERING INC.		
	25-0448	DPW - PHASE 1 WATER TOWER RENO PROJECT ENGINEER	10,000.00
TOTAL FOR: DIXON ENGINEERING INC.			10,000.00
000947	WYOMING ASPHALT PAVING INC.		
	2025-344	DPW - 3.05B/3.02T S SUNSET REPAIRS CP	382.32
	2025-377	DPW - 2.57B/2.12T WATER SERVICE LEAK CUSHMAN ST (	294.12
	2025-400	DPW - 8.7 CRUSHED MILLINGS OLD ORCHARD CP	169.65
TOTAL FOR: WYOMING ASPHALT PAVING INC.			846.09
001215	FLIER'S		
	144705	WR - LAB DI TANKS C/A/MB LK	615.00
TOTAL FOR: FLIER'S			615.00
001536	WASHWELL-STADIUM DRIVE GROUP-SOAP		
	4167	DPS - DRY CLEANING JULY 2025	22.00
TOTAL FOR: WASHWELL-STADIUM DRIVE GROUP-SOAP			22.00
001748	REPUBLIC SERVICES		
	0249-008618798	DPW - TWO CONTAINERS AUGUST 2025	563.90
	0249-008619091	WR - TWO CONTAINER SERVICE AUGUST 2025	370.50
TOTAL FOR: REPUBLIC SERVICES			934.40
002002	USABBLUEBOOK		
	INV00786236	WR - HIGH VIS PANTS KB LK	49.20
	INV00794586	WR - SLIP-ON SHOE COVER LK	51.02
TOTAL FOR: USABBLUEBOOK			100.22
002018	CDW-G		
	AF4KQ7G	DPS - BACKUP DEVICE KC	1,978.63
TOTAL FOR: CDW-G			1,978.63
002116	CHARTER COMMUNICATIONS		
	005582801080125	CITY HALL INTERNET/PHONE/TV AUGUST 2025	506.42
	005583601080125	DPW/WR INTERNET AUGUST 2025	149.99
TOTAL FOR: CHARTER COMMUNICATIONS			656.41
002149	DONNIE'S AUTO REPAIR		
	2025.08.08	DPS - BOAT TRAILER REPAIRS (BEARINGS/SEALS) JW/KC	211.14
TOTAL FOR: DONNIE'S AUTO REPAIR			211.14
002219	CLARK TECHNICAL SERVICES		
	318	CITY WIDE IT SERVICES JULY 2025	947.50

TOTAL FOR: CLARK TECHNICAL SERVICES			947.50
<hr/>			
002246	ELHORN ENGINEERING CO.		
	307804	DPW - CHEMICALS FOR WELLS 4&7 CP	1,628.00
TOTAL FOR: ELHORN ENGINEERING CO.			1,628.00
<hr/>			
002247	PLUMBER'S PORTABLE TOILETS		
	411926	DDA - PORTABLE TOILET MARKET 7/8 - 8/5/2025	135.00
TOTAL FOR: PLUMBER'S PORTABLE TOILETS			135.00
<hr/>			
002371	RENEWED EARTH INC		
	34470	DPW - AUGUST 2025 COMPOST SITE MGMT RN	1,250.00
	34506	DPW - GARDEN BLEND(10) OLD ORCHARD CP	350.00
TOTAL FOR: RENEWED EARTH INC			1,600.00
<hr/>			
002478	ENGINEERED PROTECTION SYSTEMS INC		
	A882078	DPS - NOTIFIER SYSTEM MONITORING 9/1 - 11/30/2025	201.60
TOTAL FOR: ENGINEERED PROTECTION SYSTEMS INC			201.60
<hr/>			
002496	WAANDERS CONCRETE CO		
	90530	DPW - 3.5YD N MAIN CURB CP	673.50
TOTAL FOR: WAANDERS CONCRETE CO			673.50
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002703	CONTINENTAL LINEN SERVICES INC		
	4265322	DPS RUGS	45.62
	4281990	CH RUGS	51.02
	4281992	DPW RUGS	85.19
	4281994	WR RUGS	32.60
TOTAL FOR: CONTINENTAL LINEN SERVICES INC			214.43
<hr/>			
002719	STATE OF MICHIGAN - D.N.R.E./DEQ		
	761-11339572	DPW - WATER TESTING JULY 2025 CP	791.00
TOTAL FOR: STATE OF MICHIGAN - D.N.R.E./DEQ			791.00
<hr/>			
002869	PLUMMERS ENVIRONMENTAL SERVICES INC		
	25200021	DPW - HYDROVACCED 3 5X5X6 AND 1 8X6X6 CP	2,593.25
TOTAL FOR: PLUMMERS ENVIRONMENTAL SERVICES INC			2,593.25
<hr/>			
004221	R.W. LAPINE INC		
	70556	WR - REPLACE IGNITOR FOR METHANE BURNER LK	667.70
	70806	ADMIN - SPRING MAINTENANCE CITY HALL JL	420.00
TOTAL FOR: R.W. LAPINE INC			1,087.70
<hr/>			
004241	GHD SERVICES INC		
	340-0157236	UTILITIES/COMMON AREA MAINTENANCE FOR JUNE 202	2,636.59
TOTAL FOR: GHD SERVICES INC			2,636.59
<hr/>			

004791	BIO TECH AGRONOMICS INC		
	4376	WR - TESTING OF BIOSOLIDS LK	2,340.00
TOTAL FOR: BIO TECH AGRONOMICS INC			2,340.00
<hr/>			
004798	ENDRESS + HAUSER		
	6002731158	WR - 4" MAG METER FOR FINAL SLUDGE BLDG LK	6,343.99
TOTAL FOR: ENDRESS + HAUSER			6,343.99
<hr/>			
004814	WILLIAMS & WORKS		
	100856	JULY 2025 PLANNING/ZONING ASSISTANCE JL	175.50
TOTAL FOR: WILLIAMS & WORKS			175.50
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004837	MUNIWEB		
	1144	JULY 2025 WEBSITE HOSTING/RES SCHEDULING	250.00
TOTAL FOR: MUNIWEB			250.00
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004855	PLAINWELL ACE HARDWARE		
	20510	DPW - PIPE CUTTER JF	35.99
	20554	DPW - MISS DIG PAINT BLUE AB	19.98
	20557	ADMION - PICKLE BALL KEYS(20) PS	99.80
	20577	WR - GRASS SEED/FEED LK	38.99
	20583	DPW - WASP SPRAY JF	22.36
	20587	DPW - MISC FASTENERS(5) MOWER #156 MS	4.66
	20588	DPW - ICE/FRIDGE FILTER SHOP AS	14.99
	20589	DPW - WASP SPRAY SHERWOOD PARK CP	20.00
	20594	DPW - NIPPLE FOR BACK FLOW PREVENTER AB	8.97
	20596	WR - HEAD LAMP LED LK	25.99
TOTAL FOR: PLAINWELL ACE HARDWARE			291.73
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004886	REPUBLIC SERVICES		
	0249-008622738	CITY WIDE RECYCLE AUGUST 2025	4,993.09
TOTAL FOR: REPUBLIC SERVICES			4,993.09
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005012	UNITED BANK		
	2025.08.12	ADMIN - RETURNED ITEM FEE	15.00
	2025.08.13	INCOMING WIRE FEE - LERETA ESCROW PAYMENTS	12.00
	2025.08.13 11:20	ACH FEES PAYROLL	7.00
	2025.08.14 12:30	ACH FEES TAX DIST	7.00
	2025.08.21 9:08	ACH FEES TAX DIST/DEBT SERVICE	7.00
TOTAL FOR: UNITED BANK			48.00
<hr/>			
005050	QUADIENT LEASING USA		
	Q1969562	POSTAGE METER LEASE 6/8 - 9/7/2025	429.36
TOTAL FOR: QUADIENT LEASING USA			429.36
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005125	8X8 INC		
	5132189	CITY WIDE PHONES JULY 2025	630.08

TOTAL FOR: 8X8 INC			630.08
<hr/>			
005152	WATERWAY TWIN TIER LLC		
	11176	DPS - ANNUAL HOSE TESTING KC	2,467.50
TOTAL FOR: WATERWAY TWIN TIER LLC			2,467.50
<hr/>			
005171	FLYERS ENERGY LLC		
	CFS-4347170	DPS - FUEL FOR POLICE/FIRE VEHICLES 8/15/2025	818.14
TOTAL FOR: FLYERS ENERGY LLC			818.14
<hr/>			
005173	OLDCASTLE INFRASTRUCTRE, INC		
	271003077	DPW - OLD ORCHARD STORM WATER REPAIRS RN	1,673.68
TOTAL FOR: OLDCASTLE INFRASTRUCTRE, INC			1,673.68
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005204	SMARTSIGHTS TECHNOLOGIES LLC		
	INV67075	WR - WIN 911 ULTIMATE SUB RENEWAL LK	8,100.00
TOTAL FOR: SMARTSIGHTS TECHNOLOGIES LLC			8,100.00
<hr/>			
005224	SCOTTS LANDSCAPE MANAGEMENT INC		
	S17464	DPW - BLAEDS/ROLLERS RN	300.48
TOTAL FOR: SCOTTS LANDSCAPE MANAGEMENT INC			300.48
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005226	ISOLVED, INC.		
	I146572781	ADMIN - ANNUAL COBRA ADMINISTRATION AK	550.00
TOTAL FOR: ISOLVED, INC.			550.00
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999999	MICHIGAN STATE UNIVERSITY		
	2025.08.05	ADMIN - EDUCATIONAL MATERIAL PLANNING/ZONING C	60.00
TOTAL FOR: MICHIGAN STATE UNIVERSITY			60.00
<hr/>			
ACACH	ALLEGAN COUNTY TREASURER		
	2025.08.09	DISTRIBUTE 2025 TAX COLLECTIONS W/E 08/09/2025	165,230.17
	2025.08.16	DISTRIBUTE 2025 TAX COLLECTIONS W/E 08/16/2025	746,500.16
TOTAL FOR: ALLEGAN COUNTY TREASURER			911,730.33
<hr/>			
HNBACH	HUNTINGTON NATIONAL BANK		
	2025.08.21	DEBT SERVICE - 2024 LTGO BONDS WATER/SEWER OLD C	57,875.00
TOTAL FOR: HUNTINGTON NATIONAL BANK			57,875.00
<hr/>			
RDLACH	RANSOM DISTRICT LIBRARY		
	2025.08.09	DISTRIBUTE 2025 TAX COLLECTIONS W/E 08/03/2025	21,650.89
	2025.08.16	DISTRIBUTE 2025 TAX COLLECTIONS W/E 08/16/2025	95,951.40
TOTAL FOR: RANSOM DISTRICT LIBRARY			117,602.29
<hr/>			
REFUND TAX	CORELOGIC CENTRALIZED REFUNDS		
	08/20/2025	2025 Sum Tax Refund 55-240-010-00	2,858.95
	08/20/2025	2025 Sum Tax Refund 55-360-047-00	1,970.65

08/20/2025	2025 Sum Tax Refund 55-029-026-00	2,230.43
08/20/2025	2025 Sum Tax Refund 55-250-057-00	2,200.34
08/20/2025	2025 Sum Tax Refund 55-265-047-00	441.96
TOTAL FOR: LERETA LLC		9,702.33

TOTAL - ALL VENDORS	1,162,523.12
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## INVOICE AUTHORIZATION

### Person Compiling Report

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

Insert Signature:

Roxanne  
Branch

Digitally signed by  
Roxanne Branch  
Date: 2025.08.21  
10:08:16 -04'00'

### Amanda Kersten, HR/Interim Treasurer

I verify that I have reviewed the expenditures and to the best of my knowledge the attached invoice listing is accurate and matches invoices physically authorized by Department Heads.

Insert Signature:

Amanda  
Kersten

Digitally signed by  
Amanda Kersten  
Date: 2025.08.21  
10:38:38 -04'00'

### Luke Keyzer, 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:

Luke Keyzer

Digitally signed by Luke  
Keyzer  
Date: 2025.08.22  
07:12:11 -04'00'

### Kevin Callahan, Public Safety Director

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

Insert Signature:

Kevin A  
Callahan

Digitally signed by Kevin  
A Callahan  
Date: 2025.08.21  
14:08:46 -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:

Robert  
Nieuwenhuis

Digitally signed by Robert  
Nieuwenhuis  
Date: 2025.08.21  
12:15:47 -04'00'

### Justin Lakamper, 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:

Justin  
Lakamper

Digitally signed by Justin  
Lakamper  
Date: 2025.08.22  
14:17:15 -04'00'

## Reports & Communications:

### A. City – Ordinance 402, to amend Chap. 56: Taxes

Ordinance 402 amends Chapter 56: Taxes by adding a new Article III entitled 'Board of Review'. Article III will supplement the requirements and authority for the Board of Review specified in the City Charter by allowing for up to two alternate Board of Review members.

**Recommended action:** Consider adopting Ordinance 402 as presented.

### B. DPW – Annual Salt Purchase

The City of Plainwell orders seasonal salt through the State of Michigan's approved vendor. This year's contract was awarded to Detroit Salt Company.

**Recommended action:** Consider approving the purchase of seasonal salt from Detroit Salt Company for \$13,011.00.

### C. City – 2025/2026 Budget Amendment – Encumbrance Rollover

This is an annual housekeeping item to move purchases approved and budgeted for in the 2022/2023 fiscal year into the 2023/2024 budget because the purchases were completed after July 1, 2023. There is no impact to the budget.

**Recommended action:** Consider approving the budget amendment as presented.

### D. DPW – Water Tower Renovation Project

The City water tower is about 25 years old and in need of maintenance and repair. Dixon Engineering performs water tower inspections for the City, and recommends necessary repair and upgrades. In January 2025, Council approved a PSA with Dixon Engineering, Inc. for Phase 1, which covered writing the specs for bidding, and helping with the contract and preconstruction meetings. In the Phase 4 and 5 PSA, Dixon Engineering, Inc. will assist with the construction and post construction for this project.

**Recommended action:** Consider approving a Professional Services Agreement (PSA) with Dixon Engineering, Inc. for Phase 4 (Construction) and Phase 5 (Post Construction) for the water tower renovation project for \$23,100.00.

## Reminder of Upcoming Meetings

- September 03, 2025 – Planning Commission – 6:30pm
- **September 08, 2025 – Plainwell City Council – 7:00pm**
- September 09, 2025 – Plainwell DDA/BRA/TIFA – 7:30am
- September 09, 2025 – Parks & Trees – 4:00pm
- September 17, 2025 – Planning Commission– 6:30pm

## Agenda Subject to Change

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

Plainwell is an equal opportunity provider and employer