

City of Plainwell



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

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

“The Island City”

AGENDA

Plainwell City Council

Monday, July 12, 2021 - 7:00PM

PLAINWELL CITY HALL COUNCIL CHAMBERS

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes – June 28, 2021 Regular Meeting
6. General Public Comments
7. County Commissioner Report
8. Agenda Amendments
9. Mayor's Report
10. Recommendations and Reports:

A. Special Event Permit – Dean’s Ice Cream 307 N. Sherwood

Council will consider the Special Event Permit for Dean’s Ice Cream 307 N Sherwood conditionally approved at the June 14, 2021 Council Meeting.

B. Public Hearing – Resolution 2021-12-Proposed Act 425 Conditional Land Transfer Agreement

Council will hold a Public Hearing to consider adopting Resolution 2021-12 for a proposed Act 425 Conditional Land Transfer Agreement with Gun Plain Township.

C. American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Funding

Council will consider accepting an award of \$395,333 from the American Rescue Plan Act Fiscal Recovery Fund, authorizing the City Manager to execute all documents related to the acceptance, and amend the budget to create Fund 285 – Stimulus Grant Fund.

11. **Communications:** The June 2021 Investment and Fund Balance Report.
12. **Accounts Payable - \$212,589.40**
13. **Public Comments**
14. **Staff Comments**
 - A. City of Plainwell DWAM Grant
15. **Council Comments**
16. **Adjournment**

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

MINUTES
Plainwell City Council
June 28, 2021

1. Mayor Keeler called the regular meeting to order at 7:00 PM in City Hall Council Chambers.
2. Peter Dams from Lighthouse Baptist Church gave the invocation.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Overhuel, Councilmember Keeney and Councilmember Wisnaski. Absent: None.
5. Approval of Minutes/Summary:
A motion by Steele, seconded by Overhuel, to accept and place on file the Council Minutes and Summary of the 06/14/2021 regular meeting and the Council Minutes of the 06/21/2020 special meeting. On voice vote, all voted in favor. Motion passed.
6. Public Comment: None
7. County Commissioner Report: None
8. Agenda Amendments:
Added Item 10g to Amend a Notice of Public Hearing for a proposed Act 425 Conditional Land Transfer Agreement.
9. Mayor's Report:
Mayor Keeler reported a complete City Manager evaluation with all good marks. City Manager Wilson thanked Council and staff for their support.
10. Recommendations and Reports:
 - A. Clerk Kelley reported having communicated with four (4) board members on various Boards and Commissions, each of whose term expires on June 30. Each member expressed desire to continue serving. The Mayor reviewed the list and has recommended re-appointment of each member, as presented, subject to City Council confirmation.
A motion by Steele, seconded by Overhuel, to confirm the Mayor's appointment of four (4) citizens to various Boards & Commissions effective July 1, 2021 as presented. On a voice vote, all voted in favor. Motion passed.
 - B. Superintendent Nieuwehnhuis provided a quote from M&K Truck Centers for repairs to Truck 12. He reported that Martin Spring and Power Automotive had already looked at the truck, but were unable to provide a quote for repairs. This truck is used in the leaf pickup, paving and snow plowing operation.
A motion by Keeney, seconded by Wisnaski, to approve the quote from M&K Truck Centers for \$8,242.45 for repairs to Truck 12. On a roll call vote, all voted in favor. Motion passed.
 - C. Treasurer Kelley presented several budget amendments to account for 2020/2021 projects previously approved but not accounted for in the budget, and for changes to cost distributions.
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A motion by Steele, seconded by Overhuel, to approve the 2020/2021 Budget Amendments as presented. On a roll call vote, all voted in favor. Motion passed.

- D.** Treasurer Kelley presented a schedule of fines and fees for the upcoming 2021/2022 Budget Year with no recommended changes from the prior year.

A motion by Wisnaski, seconded by Steele, to adopt Resolution 2021-09 for the 2021/2022 Fines and Fees and asked staff to review the listing to confirm that costs are being covered. On a voice vote, all voted in favor. Motion passed.

- E.** **A motion by Steele, seconded by Overhuel, to open a Public Hearing at 7:14pm for the 2021/2022 Plainwell City Budget. On a voice vote, all in favor. Motion passed.**

City Manager Wilson presented the 2021/2022 Plainwell City Budget showing the revenues and expenditures for all funds city-wide, specifically identifying challenges faced by the Solid Waste, Water and Motor Pool Funds. This budget reflects reinstatement of non-furloughed work schedules. He reported capital projects recommend, including a 3rd dump truck to streamline the paving operation, and discussed upcoming projects to be included in a later bond request.

One citizen asked questions about the comparative financial situations with Otsego City and asked about the history of taxable values when the Mill was operational.

A motion by Steele, seconded by Overhuel, to close the Public Hearing at 7:41pm. On a voice vote, all in favor. Motion passed.

A motion by Keeney, seconded by Wisnaski, to adopt Resolution 2021-10 for the General Fund Appropriations for the 2021/2022 Plainwell City Budget. On a roll call vote, all voted in favor. Motion passed.

A motion by Keeney, seconded by Wisnaski, to adopt Resolution 2021-11 for the Special and Operating Funds Appropriations for the 2021/2022 Plainwell City Budget. On a roll call vote, all voted in favor. Motion passed.

- F.** Treasurer Kelley presented a listing of confirming and blanket purchase orders for approval for Fiscal Year 2022. He explained that the city has ongoing contracts requiring purchase orders, and routinely works with preferred and sole-source vendors where sometimes individual purchases would exceed \$1,000 requiring a purchase order. Using blanket purchase orders allows the department to efficiently approve purchases without delays writing purchase orders.

A motion by Wisnaski, seconded by Steele, to approve 31 confirming and blanket purchase orders for Fiscal Year 2022 as presented. On a roll call vote, all in favor. Motion passed.

- G.** Clerk Kelley reminded Council that it set a July 26, 2021 public hearing to consider the Act 425 Agreement with Gun Plain Township. There is a 30-day comment period required before action can be taken on the 425 Agreement. The Clerk misunderstood and thought the 30-day period related to the notice of the public hearing, but it actually applies to the time after the public hearing. The miscommunication was corrected by the City Attorney who recommends Council to amend the Notice of Public Hearing to be held on July 12, 2021 instead, with notices to be distributed by the Clerk as required.

A motion by Steele, seconded by Keeney, to amend the Notice of Public Hearing to July 12, 2021 to consider the Act 425 Conditional Land Transfer Agreement, rescinding the July 26, 2021 Public

Hearing, and to direct the City Clerk to publish and distribute all Notices related to the approved action. On a voice vote, all voted in favor. Motion passed.

11. Communications:

A. A motion by Steele, seconded by Overhuel, to accept and place on file the May 2021 Public Safety Report and the May 2021 Water Renewal Report. On a voice vote, all in favor. Motion passed.

12. Accounts Payable:

A motion by Wisnaski, seconded by Steele, that the bills be allowed and orders drawn in the amount of \$300,148.91 for payment of same. On a roll call vote, all in favor. Motion passed.

13. Public Comments: None

14. Staff Comments

Personnel Manager Lamorandier reported training staff her job duties and announced a new baby arrival for one of the administrative staff!

Superintendent Nieuwenhuis reported staff dealing with more than 6" of rain recently received!

Community Development Manager Siegel reported that there are 161 businesses in Plainwell, including 61 in the Downtown District and 37 in the Industrial Park. She reported working on a Michigan Gas Utility Grant for wayfinding signs. She noted working with the City Planner for a food truck regulation and permits.

Director Bomar reported the apprehension of the perpetrator of a recent break-in at the Presbyterian Church.

Clerk/Treasurer Kelley reports 2021 Summer Property Tax Statements will be mailed on Wednesday, June 30 as well as utility bills. He noted working on setting up for the new budget year and evaluating election law changes.

City Manager Wilson reported the City will take possession of the William Crispe Community House on July 1, with associated costs of insurance, utilities and maintenance. He noted that the city will make every effort to remain true to the history of the building. He thanked Council once again for their evaluation.

15. Council Comments:

Councilmember Wisnaski reported about 40 cars at the June 21, 2021 Dean's Car Cruise and that there was good public safety presence. He noted one semi-truck struggled to negotiate the left turn from Oak to Sherwood. Superintendent Nieuwenhuis reported additional signage for appropriately detouring traffic.

16. Adjournment:

A motion by Steele, seconded by Overhuel, to adjourn the meeting at 8:27 PM. On voice vote, all voted in favor. Motion passed.

Minutes respectfully
Submitted by,
Brian Kelley
City Clerk/Treasurer

MINUTES APPROVED BY CITY COUNCIL
July 12, 2021

Brian Kelley, City Clerk



"The Island City"

City of Plainwell Special Event Permit Application

For public events held in a City of Plainwell park or property

Permit # 21-14

PAID

JUN 16 2021

Plainwell Treasury Office

Plainwell City Hall
211 N. Main Street
Plainwell, MI 49080
Phone: 269-685-6821
Fax: 269-685-7282
www.plainwell.org

If you would like to host a special event, please complete the application form below. Applications must be submitted at least 21 days before the event. Your event will not be approved until the following items are received and approved by the City:

1. A completed and signed Special Event Permit application form
2. Completed hold harmless agreement
3. \$50 Special Event Permit Application fee paid
4. Liability insurance coverage with City of Plainwell listed as additionally assured, if required for your event

Date of application: 6/16/21

Applicant Information:

Contact Name: GERALD BENTLEY
 Address: 307 W. SHERWOOD City: PLAINWELL Zip: 49080
 Phone: 269-650-0010 Email: FCECREAMMAN307@SBCGLOBAL.NET

Sponsoring Organization/Business: DEAN'S ICE CREAM

Address: 307 N. SHERWOOD City: PLAINWELL Zip: 49080
 Phone: 269-650-0010

Nonprofit Profit

Event Information:

Date of Event EVERY MONDAY Event Start Time: 4 PM Event End Time: 8 PM

Type of Event: CAR CRUZ-IN Name of Event: DEAN'S CRUZ IN

Number of People Expected to Attend: 100

Location of event:

- Thurl Cook Park Sherwood Park
 Kenyon Park Hicks Park
 Fannie Pell Park Other: DEAN'S ICE CREAM
 Band Shell

Please describe what areas of the park will be used: _____



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Event Details:

Please describe in detail the activities planned:

CARS PARKED AND SHOWN

Is this a fund-raising event? If yes, what is it for? _____

Will participants or spectators be charged an admission fee? YES NO

Will there be alcohol for sale? YES NO

Will there be food for sale? YES NO

Will there be merchandise for sale? YES NO

Will there be a vendor participation fee? YES NO

Do you have insurance? YES NO

Will any items be distributed? YES NO

Will the event be advertised? If so, how? YES NO

CAR SHOW MAGAZINES & BOOK

Does the event require on-site security? YES NO

Does the event require on-site medical service? YES NO

Does the event require street closure? If so, indicate route YES NO

Do you plan to have sound amplification? YES NO

Is electrical power required (for sound amplification, lighting, etc)? YES NO

If yes, please show items on a site plan and describe how power is to be provided

Portable generator

PGE temporary power service

Other, please describe DRAWN TO THE CREAM POWER

Are you using local businesses? YES NO

Special Services:

I am requesting permission to provide the following special services* at my event:

Canopy/Tent

Inflatables (please describe): _____

Tables and chairs

Caterer

Alcohol

Other (please specify): _____

*Groups providing special services must complete this form and provide a Certificate of Insurance two months prior to event date. Tents/canopies or inflatables must list the City of Plainwell as additionally insured and a copy of the insurance must be attached with this request.

*Tents/Structures: If you are installing or constructing any structures (tents, stages, etc.) please include a site plan showing these structures. Please describe type, size, and number of structures.

City of Plainwell Hold Harmless Agreement

This special event applicant or designee of the sponsoring organization(s) (hereafter called "permittee") agrees to reimburse the City of Plainwell (hereafter called "City") for all loss incurred by it in repairing or replacing damage to City property proximately caused by the permittee, its officers, employee, agents, monitors, or any other persons attending or forming the special event who were, or should have been, under the permittee's control. Persons who merely attend or join in a special event are not considered by that reason alone to be "under the control" of the permittee.

The permittee further agrees to defend without costs, indemnify, and hold harmless the City, its officers, agents, and employees from any liability to any persons, damages, losses, or injuries arising out of or alleged to arise out of the permitted event, which was proximately caused by the actions of the permittee, its officers, employees, agents, including monitors, or any other persons attending or joining in the event who were, or reasonably should have been under the control of the permittee. Persons who merely attend or join in an event are not considered by that reason alone to be "under the control" of the permittee.

I understand and agree to comply with all the terms of the above Hold Harmless Agreement if my application has been approved and all special conditions and required advance payment have been met.

Signature of Permittee(s): Seuld R Barty Date: 6-14-21
Signature of Officer of Sponsoring Organizations: _____ Date: 6-14-21
Title: PRESIDENT

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

We agree to remove all props and items brought into the public areas and clean up all litter and debris that result from our event the same day as the event. I understand that a permit is required before this event can be held.

Signature of Applicant: Seuld R Barty Date: 6-14-21

Please Send Completed Applications To:

City of Plainwell
211 N. Main Street
Plainwell, MI 49080
269-685-6821
Or email to: contactus@plainwell.org

Administrative Use Only:

Received by: JS Date: 6/16/21 Amount paid: \$50 cash/CC/check # 002860

- | | | |
|---|--|---|
| <input type="checkbox"/> Application approved | <input type="checkbox"/> Permit # assigned | <input type="checkbox"/> Event on calendar |
| <input type="checkbox"/> Application scanned & logged | <input type="checkbox"/> Email DPW/DPS | <input type="checkbox"/> Notice posted before event |



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"The Island City"

MEMORANDUM

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

To: City Council
From: Erik J. Wilson, City Manager
Subject: Dean's Ice Cream – Car Show Request
Date: June 11, 2021

Gerry Bentley, owner of Dean's Ice Cream, has asked the City would consider shutting down a portion of Sherwood Street to accommodate the car show he runs on Monday nights. I have asked Mr. Bentley to attend Monday's Council meeting to discuss the event(s) in more detail.

I believe he is asking for Sherwood Street to be shut down on Monday's from 4-7 during the summer. Traffic would be redirected to Oak-Kenwood-Sterling.



**CITY COUNCIL
CITY OF PLAINWELL
ALLEGAN COUNTY, MICHIGAN**

At a regular meeting of the City Council for the City of Plainwell held on July 12, 2021 beginning at 7:00 pm, the following Resolution was offered for adoption by City Council Member _____ and was seconded by City Council Member _____:

RESOLUTION NO. 2021-12

**A RESOLUTION AUTHORIZING AND APPROVING AN ACT 425
CONDITIONAL LAND TRANSFER AGREEMENT WITH GUN PLAIN
CHARTER TOWNSHIP**

RECITALS

- A. The City of Plainwell (“City”) and Gun Plain Charter Township (“Township”) have negotiated an agreement for the conditional transfer of certain real property from the Township to the City for an economic development project as authorized by Act No. 425 of the Public Acts of 1984 (“Act 425”), as amended.
- B. The agreement negotiated is attached as Exhibit A to this Resolution (“Agreement”).
- C. As required by Act 425, before a conditional land transfer agreement may become effective a public hearing must be held by each affected governing body. The City noticed and held in accordance with Act 425 a public hearing before the City Council on July 12, 2021. The Township noticed and held in accordance with Act 425 a public hearing before the Township Board on July 12, 2021.
- D. Act 425 further provides that for a period of 30 days after the public hearings, a petition meeting the requirements of Act 425 may be filed with the clerk of the local unit in which the property is located, in which case a referendum on the transfer shall be held in that local unit. If a petition is not filed as provided for in Act 425, then the parties may sign the contract to transfer the property.

NOW, THEREFORE, IT IS RESOLVED that:

1. The recitals set forth above are affirmed as accurate and incorporated herein as if fully restated.
2. The Agreement is hereby approved and if, by August 12, 2021, a petition meeting the requirements of Act 425 has not been filed in accordance with Act 425’s provisions, then the Mayor and City Clerk are authorized and directed, on behalf of the City and in accordance with the terms of this Resolution, to execute the Agreement.

3. The execution of the Agreement, and any other actions taken pursuant to this Resolution, must be consistent substantively and procedurally with all parts of this Resolution.

4. After the Agreement's execution, the City Manager is authorized to take all actions reasonably necessary to effectuate the Agreement including, without limitation, the filing the Agreement with the State of Michigan and the Allegan County Clerk.

5. All resolutions and parts of resolutions in conflict herewith are, to the extent of such conflicts, repealed.

6. This Resolution takes effect immediately.

YEAS: _____

NAYS: _____

ABSENT: _____

RESOLUTION NO. 2021-12 ADOPTED

Brian Kelley
City Clerk

CERTIFICATION

I, Brian Kelley, hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Plainwell City Council at a regular meeting held at the time and date specified above pursuant to the required statutory procedures.

Brian Kelley, City Clerk

City of Plainwell



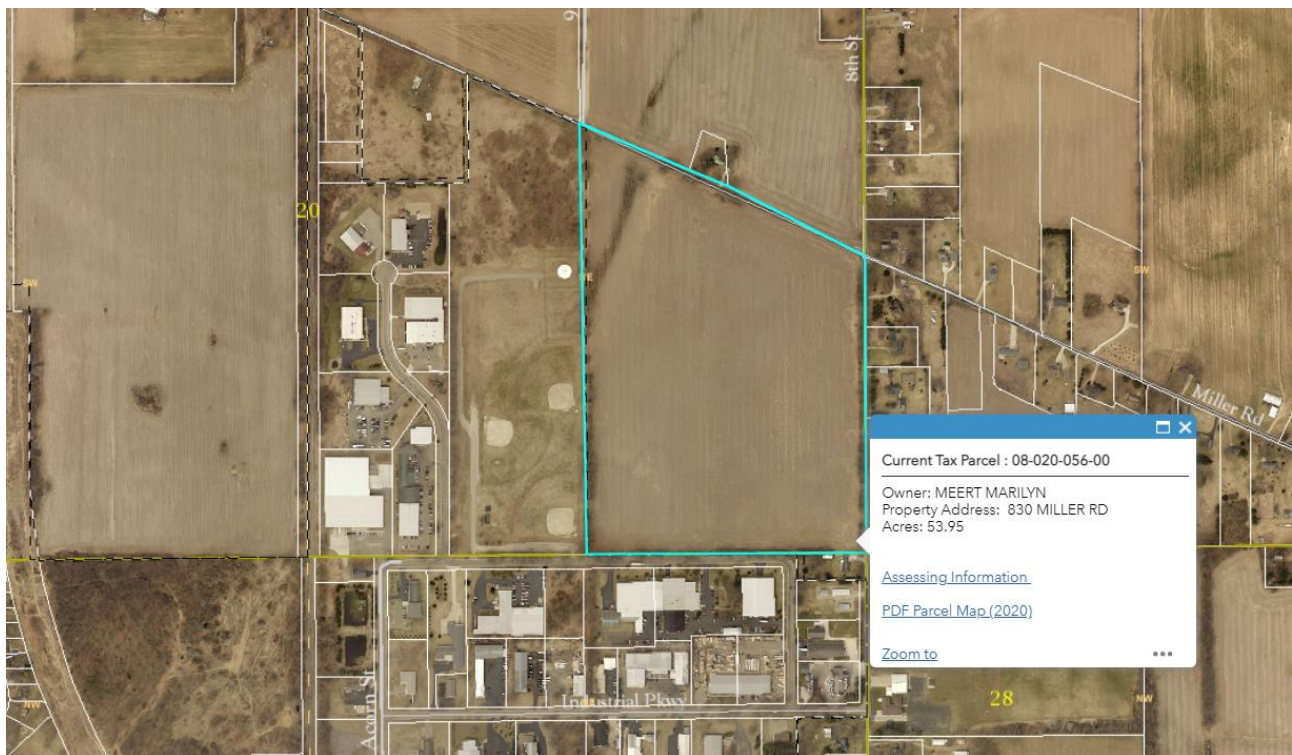
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“The Island City”

City of Plainwell, Allegan County City Council Amended Notice of Public Hearing

Please take notice that the City Council of the City of Plainwell, Allegan County, Michigan will hold a public hearing on **July 12, 2021**, at 7:00 p.m., at the City Hall, 211 North Main Street, Plainwell, Michigan, 49080, to consider a proposed Act 425 Conditional Land Transfer Agreement for the conditional transfer of property between the City of Plainwell and Gun Plain Township, pursuant to Act 425 of the Public Acts of Michigan of 1984, as amended. The proposed Agreement pertains to the conditional transfer of approximately 54 acres of land (depicted as the designated property in the map below), with a street address of 830 Miller Road, Plainwell, Michigan, from the jurisdiction of Gun Plain Township to the jurisdiction of the City of Plainwell for the limited purposes of economic development and the provision of governmental services:



A copy of the proposed Agreement is on file in the office of the City Clerk and may be examined at the City Hall at the address provided above during normal City business hours.

Written comments concerning the proposed Agreement will be accepted up to the time of the public hearing. All interested persons may attend the hearing and comment upon the proposed Agreement.

Following the public hearing, the City Council may take action on the proposed Agreement in the manner permitted by law.

The Public Hearing for this matter previously noticed for July 26, 2021 is rescinded and superseded by this Amended Notice. Questions regarding the public hearing may be directed to the City Clerk's office at the address and phone number above.

Dated: June 29, 2021

Brian Kelley, City Clerk

ACT 425 CONDITIONAL LAND TRANSFER AGREEMENT

City of Plainwell/Gun Plain Charter Township

This Agreement is entered into this ____ day of _____, 2021, by and between the City of Plainwell, a Michigan home rule city, of Allegan County, Michigan (“City”), and the Gun Plain Charter Township, a Michigan charter township, of Allegan County, Michigan (“Township”).

Recitals

WHEREAS, Act 425 of the Public Acts of 1984, as amended (“Act 425”), MCL 124.21, *et seq.*, permits the conditional transfer of property by contract between local units of government; and

WHEREAS, the property located at 830 Miller Rd., Plainwell, MI 49080 (the “Property”) is located in the Township, adjacent to the City’s industrial park and the City wishes to acquire the Property for the expansion and development of that industrial park (“Development”). The City has entered into an Option Agreement, dated February 17, 2021, for the City’s purchase of the Property, one contingency of which is the execution of this Agreement; and

WHEREAS, the Development meets the definition of an “economic development project” under Act 425; and

WHEREAS, by entering into this Agreement under Act 425, the City and Township will enhance the economic growth of Property and vicinity; and

WHEREAS, the development of the Property will be substantially enhanced by this Agreement and the conditional transfer of the Property between the City and the Township under appropriate conditions with respect to the jurisdiction transferred; and

WHEREAS, the City and Township have considered and analyzed the factors set forth in Section 3 of Act 425 (MCL 124.23), including but not limited to the respective populations; population density; land area and land uses; assessed valuation; topography, natural boundaries, and drainage basins; past and probable future growth; comparative data from the Property proposed to be transferred and the remainder of the City and Township thereafter; the need for organized community services; the present cost and adequacy of governmental services; the probable future needs for services; the practicality of supplying such services; the probable effects of the proposed transfer and of alternate courses of action; the probable change in taxes and tax rates in relation to the benefits expected to accrue; the financial ability of the City and the Township to provide and maintain such services; and the general effect upon both the City and the Township after the transfers, as well as the relationship to the proposed transfers to existing land uses; and

WHEREAS, the City and the Township have held the requisite public hearings and given notice as required by Section 4 of Act 425; and

WHEREAS, the statutory referendum for transfer pursuant to Section 5 of Act 425 has expired, without a petition filed or a resolution adopted.

NOW, THEREFORE, for and in consideration of the mutual promises contained in this Agreement and pursuant to the authority granted pursuant to Act 425, the City and the Township agree as follows.

1. Area Subject to 425 Agreement. The City and the Township agree that the area subject to this Agreement, which shall be transferred to the City as set forth in this Agreement, shall be the Property, with tax parcel number 08-020-056-00, delineated on the map on the attached Exhibit A and legally described as:

E ½ SE ¼ LYG S OF MILLER RD SEC 20 T1N R11W (07)

2. Term of Agreement. Unless otherwise terminated consistent with the provisions set forth herein, the initial term of this Agreement shall commence on the Effective Date (defined below) and shall be completed upon the expiration of 50 years (“Initial Term”). This Agreement may be renewed for an additional term of 50 years, pursuant to Section 2 of Act 425 (“Renewal Term”). Upon expiration or termination of the Agreement, the entirety of the Property shall remain in the City for all purposes under law.

3. Services to be Performed by the City and the Township.

A. Upon the Effective Date, the Property shall be transferred to or remain in the City and shall receive all municipal services from the City, as permitted by law, except as otherwise provided in this Agreement. Subject to the terms of this Agreement, the municipal services to be provided by the City to the Property include, but are not limited to, zoning administration and jurisdiction; building, electrical, plumbing, mechanical, and other inspection services; ordinance enforcement; special assessments; police and fire/rescue services; property tax assessing; tax collection; and voting. The Township shall not be responsible to provide any of these services for the Property after the Effective Date.

B. Upon the Effective Date, the Property shall be:

i) Subject to the application of the City’s ad valorem tax millage, which shall be administered and collected by the City. The parties acknowledge and agree that the City’s standard administrative fee, if any, shall be applied to the Property as shall interest and penalties, if any, consistent with state law and as applied by the City.

- ii) For the first 20 years of the Agreement the Township shall receive .50 mill of all ad valorem tax millage collected on the Property by the City. For the remaining 30 years of the Initial Term, and during any Renewal Term the Township shall receive 1.0 mill of all ad valorem tax millage collected on the Property by the City.
- C. Any municipal service not specifically provided for herein shall remain subject to and under the authority of the City.
- 4. Zoning Administration and Jurisdiction on Property. Subject to the foregoing, for purposes of this Agreement, zoning administration and jurisdiction shall include, but shall not be limited to, the administration of the Zoning Ordinance of the City; the public hearing process to review zoning requests, whether administrative or legislative in nature; the granting of rezonings, special land uses, conditional uses, planned unit development approvals, site plan and development plan approvals, variances, and interpretations of the Zoning Ordinance; and such other express and implied powers and rights to a city under the Michigan Zoning Enabling Act, Act 110 of the Public Acts of 2006, as amended, and under the Michigan Planning Enabling Act, Act 33 of 2008, as amended. Zoning jurisdiction shall be interpreted to also include building inspection, plan review, construction code compliance, and all other functions necessary to issue required permits and approvals in the review and approval of development of the Property.
- 5. Public Documents – Transferred Property. Upon the transfer of the Property for various purposes, all as described in this Agreement, the City and the Township shall share all documents pertaining to the Property, in order to fully implement the purposes of this Agreement.
- 6. Effective Date/Conditions Precedent. As of the date and year first above written, and upon satisfaction of all of the following conditions, this Agreement shall be deemed effective (the “Effective Date”):
 - A. The Agreement has been duly approved by the legislative bodies of the City and the Township, and duly executed by the authorized representatives of the Township and the City after the required public hearings under Act 425; and
 - B. This Agreement has been approved by a majority of the voters within the City and/or the Township voting at a special referendum, in the event such is required by Section 5 of Act 425, unless the statutory referendum period has expired pursuant to Act 425; and
 - C. A fully executed and approved copy of this Agreement has been filed with the County Clerk for the County of Allegan, the Register of Deeds for the County of Allegan, and the Secretary of State for the State of Michigan.

7. Default/Remedies. If the City or the Township refuses or neglects to perform one of the duties or promises that are set forth in this Agreement, and this refusal or neglect substantially violates the Agreement, the refusal or neglect shall constitute a material breach of this Agreement. In the event of a material breach or an alleged material breach of this Agreement, including but not limited to the failure of the City or the Township to comply with the terms, conditions, and agreements relating to the Property, after satisfying the applicable provisions of Paragraph 8, the aggrieved party may send written notification of the alleged breach; if there is no resolution of the alleged breach within 30 days after the notification, then the aggrieved party may seek equitable relief in the Allegan County Circuit Court. The City and the Township acknowledge that there is no adequate remedy at law for a material breach of this Agreement, and the City and the Township agree that equitable relief may be issued in accordance with the decision and discretion of the Allegan County Circuit Court. Equitable relief shall include but shall not be limited to mandamus, *quo warranto*, specific performance, and injunctive relief. Reasonable attorneys' fees and costs shall be awarded to the prevailing party in any filed litigation pursuant to this Paragraph.

8. Notices. All notices required or desired to be given under or pursuant to this Agreement shall be sent by certified or registered mail, return receipt requested, to the following designated individuals on behalf of their respective parties.

For the Township:

Gun Plain Charter Township
ATTENTION: Supervisor
Township Hall
381 8th Street
Plainwell, MI 49080

For the City

City of Plainwell
ATTENTION: Manager
City Hall
211 N. Main Street
Plainwell, MI 49080

All notices shall be deemed given on the date of mailing. The Township or the City may change its address for the receipt of notices pursuant to this Paragraph at any time by giving notice of the change to the other party as provided in this Paragraph. Any notice given by a party under this Paragraph must be signed by an authorized representative of that party.

9. Amendments. No amendment, including any extension or modification or alteration of this Agreement, shall be effective unless in writing and duly approved and executed by the City and the Township. An amendment shall make specific reference to this Agreement and to the specific provision or provisions which are amended; all effective amendments shall be attached to this Agreement.

10. No Waivers. The failure of either the Township or the City to insist upon strict performance of any obligation set forth in this Agreement shall not be a waiver of that party's right to demand strict compliance in the future.

11. No Third-Party Beneficiary Status. Nothing contained in this Agreement shall create a third-party beneficiary relationship or status for any person or entity. The City and the

Township acknowledge that this Agreement was not intended to confer any such rights, duties, and privileges, and that the provisions of this Agreement relate solely to the named parties.

12. Joint Drafting of Agreement. The City and the Township acknowledge that they each have legal counsel participating in the review, preparation, and drafting of this Agreement, and no interpretation, presumption, or construction of this Agreement shall be based upon any party drafting this Agreement. The City and the Township acknowledge joint and mutual drafting of this Agreement.

13. Captions. Titles or captions of Paragraphs contained in this Agreement are inserted only as a matter of convenience and for reference; they do not define, limit, extend, or describe the scope of this Agreement or the intent of any of its provisions. The parties acknowledge and agree, however, that the Recitals set forth above shall be construed to be an integral part of the Agreement in all particulars.

14. Entire Agreement. This Agreement, including the attached Exhibits, which are incorporated into and made a part of this Agreement, contains the entire agreement between the City and the Township with respect to the Property. All prior agreements and understandings, whether written or oral, are superseded by and merged into this Agreement. Neither the Township nor the City has made any representations except those expressly set forth in this Agreement, and no rights or remedies are or shall be acquired by either the Township or the City by implication or otherwise unless expressly set forth in this Agreement.

15. Interpretation and Severability. In the event that any provision of this Agreement shall be determined by a court or administrative tribunal with appropriate jurisdiction to be contrary to the provisions of any statute or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by the court or administrative tribunal having jurisdiction over this Agreement and its interpretation, or by the parties, so as to, as nearly as possible, carry out the intention of the City and the Township considering the purposes of this Agreement and such provision in *pari materia*.

16. Execution in Counterparts. This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed originals, and together they shall constitute one and the same instrument.

IN WITNESS WHEREOF, The City and the Township, by and through their duly authorized representatives, have executed this Agreement as of the day and date first above written.

In the Presence of:

CITY OF PLAINWELL, a Michigan
home rule city of Allegan County

By: _____
Brad Keeler, Mayor

By: _____
Brian Kelley, City Clerk

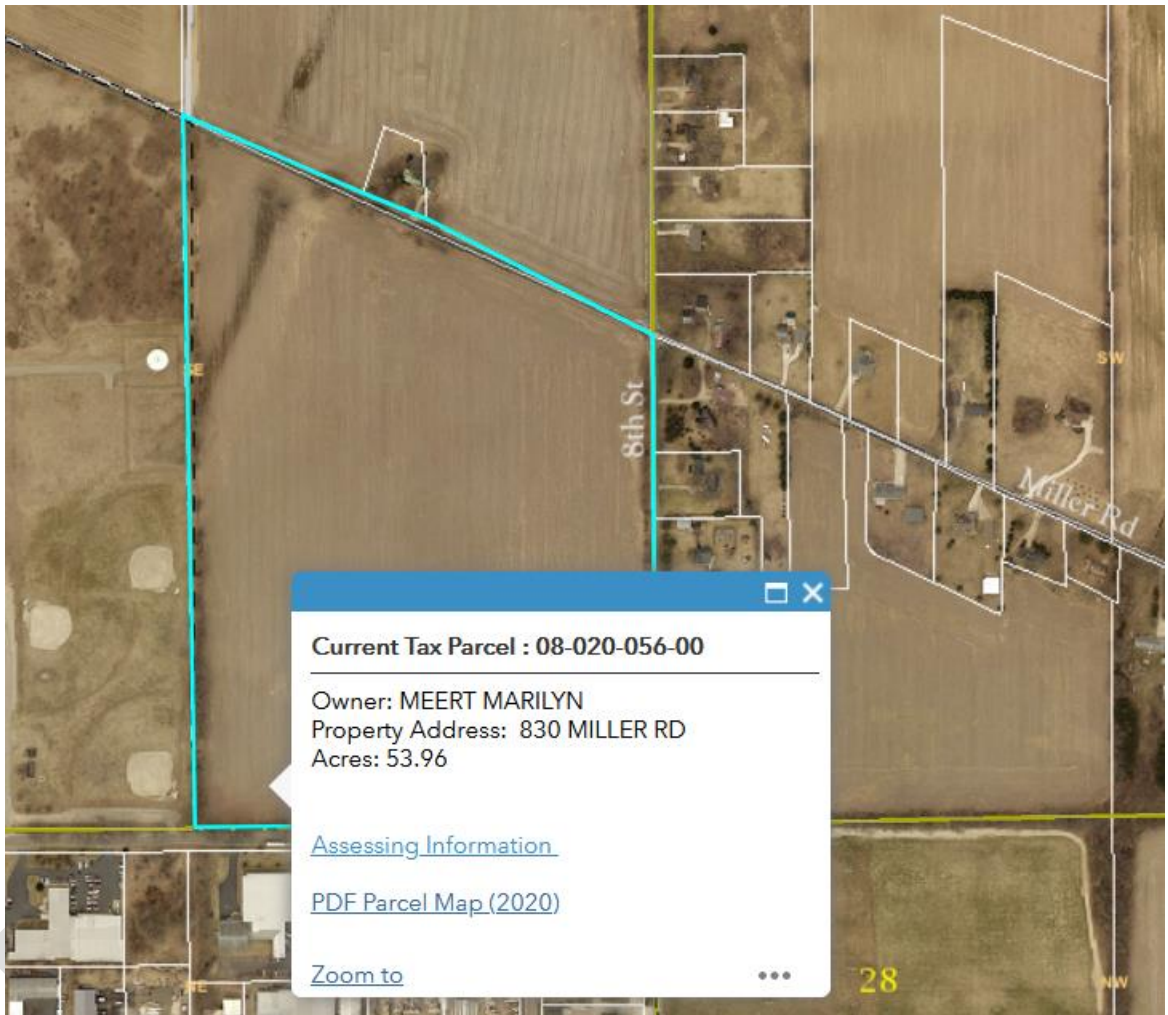
In the Presence of:

GUN PLAIN CHARTER TOWNSHIP, a
Michigan charter township of Allegan
County

By: _____
Mike VanDenBerg, Supervisor

By: _____
Martha Meert, Clerk

EXHIBIT A





“The Island City”

MEMORANDUM

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

TO: Erik J. Wilson, City Manager
FROM: Brian Kelley, City Clerk/Treasurer
DATE: July 8, 2021
SUBJECT: American Rescue Plan Act – Coronavirus Local Fiscal Recovery Fund Funding

ACTION RECOMMENDED: The City Council approve accepting the direct award of \$395,333 from the American Rescue Plan Act Fiscal Recovery Fund, authorize the City Manager to execute all documents related to the acceptance, and amend the budget accordingly by creating Fund 285 – Stimulus Grant Fund.

On March 11, 2021, the Federal Government enacted Public Law 117-2, known as the “American Rescue Plan Act of 2021” or “ARPA” to provide additional relief to address the continued impact of the Coronavirus Disease of 2019 (“COVID-19”) pandemic on the economy, public health, state and local governments, individuals and businesses. On May 10, 2021, the United States Department of Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by ARPA, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments to recover from the COVID-19 pandemic.

The City of Plainwell will receive its funding through the State of Michigan, which acts as a pass-through for smaller municipalities not entitled to receive funding directly from the federal government. The State has computed the City of Plainwell allotment of Fiscal Recovery Funds to be \$395,333. This allotment will be paid to the city over two years. The ARPA permits the City to use the Fiscal Recovery Funds to cover eligible costs incurred during the period beginning March 3, 2021 and ending December 31, 2024. Eligible costs generally include recovery of revenue losses and negative economic impacts from the COVID-19 pandemic, and investments in water, sewer and broadband infrastructure. Final guidance is still being developed related to eligible costs. The City plans to have ongoing dialogue and transparency regarding appropriation of these funds.

It is recommended that, in order to maximize and expedite the use of future funding made available under ARPA or any other state or federal economic stimulus law, the City Manager, or their designee, may file an application, supplement or amendment for a federal, state or other grant from Stimulus Funding, and that the Treasurer can amend the budget to create Fund 285, Stimulus Grant Fund, for all stimulus-related revenues and approved costs.

Coronavirus Local Fiscal Recovery Fund (CLFRF) Non-Entitlement Unit of Local Government (NEU) Funding Election and Budget Certification

Completed and signed form must be uploaded in the [ELITE System](#).

PART 1: NON-ENTITLEMENT UNIT OF LOCAL GOVERNMENT INFORMATION			
Local Unit Name CITY OF PLAINWELL		Local Unit County Name ALLEGAN COUNTY	
Local Unit Municipal Code 032050		Contact Email Address bkelley@plainwell.org	
Contact Name Brian Kelley	Contact Title Treasurer	Contact Telephone Number (269) 685-6821	Extension
PART 2: ELECTION OF CORONAVIRUS LOCAL FISCAL RECOVERY FUND (CLFRF) FUNDING			
<p>Select one of the options below indicating the CLFRF funding option your local unit elects. The selected option will apply to both the 2021 and 2022 CLFRF funding distributions. A local unit cannot change the elected option once this form is submitted to the Michigan Department of Treasury.</p> <p><input checked="" type="checkbox"/> Option One: NEU accepts the CLFRF funding and requests payment from the State of Michigan. Complete the remainder of the form.</p> <p><input type="checkbox"/> Option Two: NEU declines the CLFRF funding allocation for the NEU and requests the funds be transferred to the State of Michigan. The NEU must complete and sign the U.S. Treasury Notice of Transferring CLFRF Funds to the State. Complete Parts 3 and 5 and skip Part 4.</p> <p><input type="checkbox"/> Option Three: NEU declines the CLFRF funding by selecting neither Option One or Option Two; and therefore, the NEU's CLFRF funds will be distributed proportionately to NEUs that elected Option One. For U.S. Treasury purposes, the NEU will be classified as "non-responsive." Skip Parts 3 and 4 and complete Part 5.</p>			
PART 3: CERTIFIED TOP-LINE BUDGET TOTAL			
An NEU that elected Option One or Option Two in Part 2 must enter the NEU's Top-Line Budget (as defined in Michigan Department of Treasury Numbered Letter 2021-5) as of January 27, 2020.		Top-Line Budget \$ 6,652,998.82	
PART 4: REQUIRED NOTIFICATION			
<p>NEUs that elected Option One in Part 2, accepting the CLFRF funding, will be required to report and upload the documents below as part of the NEU's first reporting to the U.S. Treasury. The first report is due October 31, 2021.</p> <ul style="list-style-type: none"> • Copy of signed Award Terms and Conditions Agreement • Copy of signed Assurances of Compliance with Title VI of the Civil Rights Act of 1964 • Copy of actual budget documents validating the Top-Line Budget (as defined in Michigan Department of Treasury Numbered Letter 2021-5) amount provided to the State of Michigan in Part 3 above 			
PART 5: CERTIFICATION			
<p><i>The undersigned Chief Administrative Officer, following approval by the governing board where applicable, of the local unit indicated in Part 1 hereby certifies to the Michigan Department of Treasury the following:</i></p> <p>1) <i>The Chief Administrative Officer elected an Option in Part 2 to either accept or decline the Coronavirus Local Fiscal Recovery Fund (CLFRF) funding. Acknowledges that this election is a one-time election and cannot be modified for future CLFRF distributions.</i></p> <p>2) <i>The Chief Administrative Officer reviewed the federal and state guidance related to the determination and calculation of the Top-Line Budget (as defined in Michigan Department of Treasury Numbered Letter 2021-5), and certifies to the Michigan Department of Treasury that the Top-Line Budget (as defined in Michigan Department of Treasury Numbered Letter 2021-5) amount as of January 27, 2020, provided in Part 3 above, is accurate.</i></p> <p>3) <i>The Chief Administrative Officer read the information provided in Part 4 above and acknowledges and understands the documents that will be required to be provided to the U.S. Treasury as part of the first federal reporting due October 31, 2021.</i></p>			
Chief Administrative Officer Signature (as defined in MCL 141.422b)		Printed Name of Chief Administrative Officer (as defined in MCL 141.422b) ERIK J WILSON	
Title CITY MANAGER		Date	

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide] City of Plainwell 211 N. Main Street Plainwell, MI 49080-1370	DUNS Number: [Recipient to provide] 9499650320000 Taxpayer Identification Number: [Recipient to provide] 38-6004724 Assistance Listing Number: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

American Rescue Plan Act

Eligible Funding Amounts for Non-Entitlement Units (NEUs)

Estimates Generated by the Michigan Department of Treasury as of June 17, 2021

Local Unit Code	Name	County	Population 2019	Funding Estimate
031110	Laketown Township	Allegan	5,950	\$ 622,778
031120	Lee Township	Allegan	4,123	\$ 431,548
031130	Leighton Township	Allegan	5,966	\$ 624,453
031140	Manlius Township	Allegan	3,215	\$ 336,509
031150	Martin Township	Allegan	2,341	\$ 245,029
031160	Monterey Township	Allegan	2,458	\$ 257,275
031170	Otsego Township	Allegan	5,856	\$ 612,939
031180	Overisel Township	Allegan	3,022	\$ 316,308
031190	Salem Township	Allegan	5,023	\$ 525,750
031200	Saugatuck Township	Allegan	3,360	\$ 351,686
031210	Trowbridge Township	Allegan	2,570	\$ 268,998
031220	Valley Township	Allegan	2,227	\$ 233,097
031230	Watson Township	Allegan	2,190	\$ 229,224
031240	Wayland Township	Allegan	3,441	\$ 360,165
032010	Allegan City	Allegan	5,020	\$ 525,436
032015	Douglas City	Allegan	1,345	\$ 140,779
032020	Fennville City	Allegan	1,429	\$ 149,571
032040	Otsego City	Allegan	3,994	\$ 418,046
032050	Plainwell City	Allegan	3,777	\$ 395,333
032055	Saugatuck City	Allegan	960	\$ 100,482
032060	Wayland City	Allegan	4,225	\$ 442,225
033020	Hopkins Village	Allegan	607	\$ 63,534
033030	Martin Village	Allegan	409	\$ 42,809
041010	Alpena Township	Alpena	8,747	\$ 915,536
041020	Green Township	Alpena	1,189	\$ 124,451
041030	Long Rapids Township	Alpena	980	\$ 102,575
041040	Maple Ridge Township	Alpena	1,645	\$ 172,180
041050	Ossineke Township	Alpena	1,599	\$ 167,365
041060	Sanborn Township	Alpena	2,025	\$ 211,954
041070	Wellington Township	Alpena	297	\$ 31,087
041080	Wilson Township	Alpena	1,961	\$ 205,255
042010	Alpena City	Alpena	9,956	\$ 1,042,080
051010	Banks Township	Antrim	1,245	\$ 130,312
051020	Central Lake Township	Antrim	1,230	\$ 128,742
051030	Chestonia Township	Antrim	509	\$ 53,276
051040	Custer Township	Antrim	1,123	\$ 117,543
051050	Echo Township	Antrim	861	\$ 90,120
051060	Elk Rapids Township	Antrim	977	\$ 102,261
051070	Forest Home Township	Antrim	1,223	\$ 128,010
051080	Helena Township	Antrim	986	\$ 103,203
051090	Jordan Township	Antrim	985	\$ 103,099
051100	Kearney Township	Antrim	1,147	\$ 120,055
051110	Mancelona Township	Antrim	3,005	\$ 314,529
051120	Milton Township	Antrim	2,181	\$ 228,282
051130	Star Township	Antrim	922	\$ 96,504
051140	Torch Lake Township	Antrim	1,179	\$ 123,404
051150	Warner Township	Antrim	418	\$ 43,751
053010	Bellaire Village	Antrim	1,066	\$ 111,577

Investment Activity Report



"The Island City"

City of Plainwell
 Investment Portfolio Detail - Unaudited
 at: 06/30/2021

Brian Kelley, City Treasurer
 I verify that this investment portfolio is in conformity with Michigan laws and the City's Investment Policy as approved by City Council.
 Insert Signature: **Brian Kelley**
Digitally signed by Brian Kelley
 Date: 2021.07.02 17:43:57 -04'00'

	Investment Type	CUSIP	Principal Purchase	Institution or Bank	Contact Name and Number	Purchase Date	Maturity Date	Yield	Remaining Days to Maturity
1	Pooled Investment*	N/A	\$7,300	Michigan Class	Rich Garay - 734.604.1494	03/28/2016		0.06%	
2	365-Day CD	N/A	\$246,923	Grand River Bank	Christy Vierzen - 616.259.1322	06/10/2021	06/10/2022	0.30%	345
3	365-Day CD	N/A	\$83,852	First National Bank	Amanda Mattson - 616-538-6040	11/16/2020	11/16/2021	0.70%	139
4	435-Day CD	N/A	\$62,721	First National Bank	Amanda Mattson - 616-538-6040	11/16/2020	01/25/2022	0.70%	209
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									

Total Investments: \$400,796.34

Average Yield: 0.44%

Cash Activity for the Month

Cash, beginning of month: \$2,532,546.75

 Cash, end of month: \$2,157,865.96

Erik J. Wilson, City Manager
 I verify that this investment portfolio is in conformity with Michigan laws and the City's Investment Policy as approved by City Council.
 Insert Signature: **Erik Wilson**
Digitally signed by Erik Wilson
 Date: 2021.07.08 15:51:46 -04'00'

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

CITY OF PLAINWELL

ESTIMATED CASH BALANCE/FUND BALANCE REPORT

MONTH ENDED: **6/30/2021**

% OF FISCAL YEAR: **100.00%**

FUND	AUDITED FIGURES AS OF MOST RECENT AUDIT *		CURRENT YEAR PERFORMANCE - UNAUDITED ***		ESTIMATED FUND BALANCE (AUDIT FB + ACT REV - ACT EXP)	TOTAL RECONCILED CASH AND INVESTED FUNDS	CURRENT YEAR AMENDED BUDGET EXP	EXPENSE BUDGET USED
	CASH AND INVESTED FUNDS BALANCE	FUND BALANCE	ACTUAL REVENUE YTD - CASH BASIS	ACTUAL EXPENSE YTD - CASH BASIS				
General	249,258	277,621	2,407,541	2,337,364	347,798	340,739	2,430,014	96.19%
Major Streets	24,285	49,739	353,126	184,497	218,367	234,209	219,022	84.24%
Local Streets	65,210	43,753	141,395	143,525	41,623	75,875	171,323	83.77%
Solid Waste	17,557	16,646	193,249	178,604	31,291	31,091	187,790	95.11%
Fire Reserve	74,261	74,261	90,007	77,351	86,918	86,918	77,351	100.00%
Airport	25,101	38,390	55,229	47,387	46,232	37,715	42,427	111.69%
Revolving Loan	37,529	60,633	14,875	10,000	65,507	42,403	10,000	100.00%
Capital Improvement	36,014	34,314	89,697	85,776	38,234	38,234	85,887	99.87%
Brownfield BRA	75,583	475	3,302,691	3,280,133	23,033	23,033	5,722,189	57.32%
Tax Increment TIFA	89,174	87,933	80,369	64,378	103,923	103,923	61,156	105.27%
Downtown DDA	45,670	44,109	65,007	40,099	69,016	72,621	49,570	80.89%
Sewer	851,958	786,009	1,541,439	1,335,051	992,397	1,021,220	1,113,918	119.85%
Water	5,628	(51,067)	568,531	359,089	158,375	199,162	407,639	88.09%
Equipment	232,068	223,198	259,303	311,588	170,913	173,313	216,029	144.23%
OPEB**	70,052	70,358	28,443	20,370	78,431	78,206	32,329	63.01%
	<u>1,899,346</u>	<u>1,756,372</u>	<u>9,190,899</u>	<u>8,475,213</u>	<u>2,472,059</u>	<u>2,558,662</u>	<u>10,826,644</u>	<u>78.28%</u>

* - Amounts taken from audited financial statements as of June 30, 2020

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

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

Erik J. Wilson, City Manager	Brian Kelley, City Treasurer
I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate.	I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate.
Insert Signature: Erik Wilson <small>Digitally signed by Erik Wilson Date: 2021.07.08 15:52:01 -04'00'</small>	Insert Signature: Brian Kelley <small>Digitally signed by Brian Kelley Date: 2021.07.02 18:17:43 -04'00'</small>

07/08/2021

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL
EXP CHECK RUN DATES 07/12/2021 - 07/12/2021
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: UBAP

Vendor Code	Vendor Name	Description	Amount
000004	PLAINWELL AUTO SUPPLY INC		
	2021.06	JUNE 2021 PARTS & SUPPLIES	1,599.08
TOTAL FOR: PLAINWELL AUTO SUPPLY INC			1,599.08
000010	RIDDERMAN & SONS OIL CO INC		
	142831	GASOLINE - 06/24/2021 DELIVERY	962.28
	142832	DIESEL FUEL - 06/24/2021 DELIVERY	429.58
	33947	AIRPORT - FUEL 5/31/2021	86.30
	59032	OIL FOR DPW EQUIPMENT 6/25/2021 - 1 DRUM	719.29
TOTAL FOR: RIDDERMAN & SONS OIL CO INC			2,197.45
000035	APPLIED IMAGING		
	1770023	CITY HALL COPIER BASE & USAGE	141.29
TOTAL FOR: APPLIED IMAGING			141.29
000079	ALLEGAN COUNTY NEWS		
	4840	PUBLICATIONS 6/10/21(BUDGET) & 6/17/21 (LAND TRAN	340.00
TOTAL FOR: ALLEGAN COUNTY NEWS			340.00
000104	HARDINGS MARKET 380		
	2021.07	LATE CHARGE ON OUTSTANDING BALANCE	1.00
TOTAL FOR: HARDINGS MARKET 380			1.00
000203	HONEYTREE ARBORIST SERVICES		
	1113	EAB TREATMENT - ASH TREES SPRING 2021	3,600.00
TOTAL FOR: HONEYTREE ARBORIST SERVICES			3,600.00
000897	SHERWIN WILLIAMS		
	1870-7	PAINT - CITY CURBS, CROSSWALKS, ETC.	1,806.86
TOTAL FOR: SHERWIN WILLIAMS			1,806.86
000910	GRAINGER		
	9951109413	WIRE WHEEL BRUSH FOR WALK BEHIND EDGER	202.68
TOTAL FOR: GRAINGER			202.68
000947	WYOMING ASPHALT PAVING INC.		
	2021-185	MATERIALS PURCHASED 06/24/2021	104.00
	2021-204	MATERIALS PURCHASED 07/02/2021	47.04
TOTAL FOR: WYOMING ASPHALT PAVING INC.			151.04
001448	PROFESSIONAL CODE INSPECTIONS		
	6709	JUNE 2021 PERMITS	2,660.00
TOTAL FOR: PROFESSIONAL CODE INSPECTIONS			2,660.00

001645	ALEXANDER CHEMICAL CORPORATION		
	41258	RENTAL CHARGE FOR CONTAINERS HELD PAST GRACE D/	16.00
	41259	RENTAL CHARGE - CONTAINERS HELD PAST GRACE DAYS	160.00
TOTAL FOR: ALEXANDER CHEMICAL CORPORATION			176.00

001815	JEFF GILLILAND		
	20/21SHOE	20/21 SHOE ALLOWANCE	200.00
TOTAL FOR: JEFF GILLILAND			200.00

002149	DONNIE'S AUTO REPAIR		
	2021.07	TRUCK #19 - REPLACE VALVE STEM ON TIRE	35.00
TOTAL FOR: DONNIE'S AUTO REPAIR			35.00

002281	HOME DEPOT		
	2021.06	JUNE 2021 STATEMENT	193.07
TOTAL FOR: HOME DEPOT			193.07

002371	RENEWED EARTH INC		
	29552	JULY 2021 YARD WASTE CONTRACT	1,250.00
TOTAL FOR: RENEWED EARTH INC			1,250.00

002402	STEENSMA LAWN & POWER EQUIPMENT		
	832485	#73 - REPAIR LABOR & PARTS	921.80
TOTAL FOR: STEENSMA LAWN & POWER EQUIPMENT			921.80

002650	FUEL MANAGEMENT SYSTEM/PACIFIC PRID		
	129912	DPS FUEL 06/16/2021 - 06/30/2021	646.28
TOTAL FOR: FUEL MANAGEMENT SYSTEM/PACIFIC PRID			646.28

002703	CONTINENTAL LINEN SERVICES INC		
	2021.06CH	JUNE 2021 CH RUGS	48.88
	2021.06DPS	JUNE 2021 DPS RUGS	46.10
	2021.06WR	JUNE 2021 WR UNIFORMS/RUGS	93.69
	2021.6DPW	JUNE 2021 DPW UNIFORMS/RUGS	228.75
TOTAL FOR: CONTINENTAL LINEN SERVICES INC			417.42

003067	HELPNET (BBC-HELPNET)		
	34730	EAP - 3RD QUARTER 2021	299.88
TOTAL FOR: HELPNET (BBC-HELPNET)			299.88

004241	GHD SERVICES INC		
	1116845	MILL DEMO PHASE III THROUGH 06/26/2021	23,364.03
TOTAL FOR: GHD SERVICES INC			23,364.03

004855	PLAINWELL ACE HARDWARE		
	7923	HOSE & GRASS SEED	98.58
	8045	PARTS FOR KIOSK (WAY FINDING MAP)	13.77
	8047	PARTS FOR KIOSK (WAY FINDING MAP)	7.98
	8048	VELCRO FOR KIOSK (WAY FINDING MAP)	9.59
	8074	ELECTRICAL BOXES (2)	16.18
	8076	ELECTRICAL BOX & COVER	9.98
	8113	PARTS FOR CHAINSAWS	22.29

	8123	WILLIAM CRISPE - DEHUMIDIFIER (2), HOSE (2)	631.96
	8124	WILLIAM CRISPE - ELECTRICAL CORDS (2)	35.98
	8140	BATTERIES FOR LOCATOR, SCALES, & FL TESTER	67.14
	838	PARTS FOR KIOSK (WAY FINDING MAP)	25.75
TOTAL FOR: PLAINWELL ACE HARDWARE			939.20

004896	WALTERS SWEEPING		
	7216	STREET SWEEPING - 06/07/21 & 06/09/21	2,800.00
TOTAL FOR: WALTERS SWEEPING			2,800.00

005015	CHECKALT-KLIK		
	176878	E-LOCKBOX FEES FOR JUNE 2021	132.10
TOTAL FOR: CHECKALT-KLIK			132.10

005040	US INTERNET		
	2804368	SECURENCE EMAIL FILTERING 07/14/21 - 08/13/21	70.00
TOTAL FOR: US INTERNET			70.00

005047	STAPLES, INC.		
	3480290369	DPW OFFICE SUPPLIES, TISSUE FOR PARKS	91.99
TOTAL FOR: STAPLES, INC.			91.99

REFUND TAX	CORELOGIC CENTRALIZED REFUNDS		
	07/07/2021	2020 Sum Tax Refund 55-220-003-00	49.00
	07/07/2021	2019 Sum Tax Refund 55-220-003-00	49.00
TOTAL FOR: CORELOGIC CENTRALIZED REFUNDS			98.00

REFUND UB	BAILEY, THADDEUS J.		
	07/08/2021	UB refund for account: 01-00007300-01	57.26
	07/08/2021	UB refund for account: 06-00087724-02	41.87
TOTAL FOR: TOWNSEND, JULIE			99.13

TOTAL - ALL VENDORS			44,433.30

INVOICE AUTHORIZATION

Person Compiling Report

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

Insert Signature:

**Amanda
Kersten**

Digitally signed by Amanda Kersten
DN: cn=Amanda Kersten, o=City of
Plainwell, ou=City Hall,
email=akersten@plainwell.org, c=US
Date: 2021.07.08 14:53:00 -04'00'

Brian Kelley, City Clerk/Treasurer

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

Insert Signature:

Brian Kelley

Digitally signed by Brian
Kelley
Date: 2021.07.09
15:02:26 -04'00'

Bryan Pond, Water Renewal Plant Supt.

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

Insert Signature:

Bill Bomar, Public Safety Director

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

Insert Signature:

Bill Bomar

Digitally signed by Bill
Bomar
Date: 2021.07.09
11:14:21 -04'00'

Bob Nieuwenhuis, Public Works Supt.

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

Insert Signature:

Erik J. Wilson, City Manager

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

Insert Signature:

Erik Wilson

Digitally signed by Erik
Wilson
Date: 2021.07.08
15:51:30 -04'00'

07/08/2021

CHECK REGISTER FOR CITY OF PLAINWELL
CHECK DATE FROM 06/29/2021 - 07/15/2021

Check Date	Check	Vendor Name	Description	Amount
Bank CBGEN Chemical Bank - General AP Account				
Check Type: EFT Transfer - Automatic Payments				
07/06/2021	1852(E)	UNITED HEALTHCARE INSURANCE COMPANY	RETIREE HEALTH INSURANCE JULY 2021 - WHI	233.94
07/06/2021	1853(E)	UNITED HEALTHCARE INSURANCE COMPANY	RETIREE HEALTH INSURANCE JULY 2021 - TOW	226.41
			Total EFT Transfer:	460.35
Bank UBAP United Bank - General Checking				
Check Type: ACH Transaction - Property Tax Collections and Electronic Payments				
06/30/2021	366(A)	ALLEGAN AREA EDUCATION SVC AGENCY	2020 DELINQUENT PERSONAL TAX COLLECTIONS	362.27
06/30/2021	367(A)	ALLEGAN COUNTY TREASURER	2020 DELINQUENT PERSONAL TAX COLLECTIONS	130.65
06/30/2021	368(A)	ALLEGAN COUNTY TREASURER	APRIL/MAY 2021 TRAILER TAX COLLECTIONS	250.00
06/30/2021	369(A)	PLAINWELL COMMUNITY SCHOOLS	2020 DELINQUENT PERSONAL TAX COLLECTIONS	1,213.58
06/30/2021	370(A)	RANSOM DISTRICT LIBRARY	2020 DELINQUENT PERSONAL TAX COLLECTIONS	56.35
07/01/2021	371(A)	KEVIN CHRISTENSEN	MEDICARE PREMIUM REIMBURSEMENT JULY 2021	148.50
07/01/2021	372(A)	MIKE BRUCE	TRAINING - LUNCH REIMBURSEMENT (2 WEEKS)	80.64
07/01/2021	373(A)	JAMES PELL	20/21 SHOE ALLOWANCE - BACK UP WEAPON	162.72
07/01/2021	374(A)	VAIRKKO TECHNOLOGIES, LLC	EMPLOYEE TRAINING SOFTWARE JUNE 2021	97.80
07/01/2021	375(A)	VAIRKKO TECHNOLOGIES, LLC	TRAINING COURSE CONTENT JUNE 2021	67.80
07/09/2021	380(A)	ALLEGAN COUNTY TREASURER	2021 TAX COLLECTIONS THROUGH 07/03/2021	5,459.56
07/09/2021	381(A)	RANSOM DISTRICT LIBRARY	2021 TAX COLLECTIONS THROUGH 07/03/2021	778.32
			Total ACH Transaction:	8,808.19
Check Type: EFT Transfer - Automatic Payments				
06/29/2021	376(E)	UNITED BANK	UNITED BANK FEE TAX DISTRIBUTION	7.00
06/30/2021	377(E)	UNITED BANK	UNITED BANK ACH FEE AP ACH	7.00
07/15/2021	378(E)	CITY OF PLAINWELL	JULY 2021 CITY UTILITY BILLS	1,669.97
07/02/2021	379(E)	STATE OF MICHIGAN	JUNE 2021 AIRPORT FUEL SALES TAX	191.92
07/07/2021	382(E)	UNITED BANK	UNITED BANK ACH FEE - TAX DISTRIBUTION	7.00
			Total EFT Transfer:	1,882.89
Check Type: Paper Check - Manual Checks				
07/01/2021	17516	MML WORKERS COMP FUND	WORKERS COMP INSURANCE FOR 2021/2022	26,669.00
07/01/2021	17517	COPS HEALTH TRUST	JULY 2021 DENTAL & VISION	1,531.80
07/01/2021	17518	ASCENSION BORGESS FOUNDATION	2021/2022 AMBULANCE SERVICE AGREEMENT	8,818.00


07/01/2021	17519	MICHIGAN MUNICIPAL LEAGUE LIA & PRO	2021/2022 LIABILITY INSURANCE CRISPE HOU	2,064.00
07/01/2021	17520	MICHIGAN MUNICIPAL LEAGUE LIA & PRO	GENERAL LIABILITY INSURANCE - FISCAL 202	82,304.00
07/01/2021	17521	MADISON NATIONAL LIFE INSURANCE CO	JULY 2021 LIFE INSURANCE COVERAGE	97.64
07/01/2021	17522	PRIORITY HEALTH	JULY 2021 HEALTH INSURANCE PREMIUM	25,608.32
07/01/2021	17523	R & R ASSESSING INC	ASSESSING SERVICES JULY 2021	1,525.00
07/08/2021	17524	CONSUMERS ENERGY	STREET/TRAFFIC LIGHTS, 934 IND PKWY - JU	3,910.27
07/08/2021	17525	VERIZON	CELL PHONE SERVICE 05/24/2021 - 06/23/20	1,074.92
07/08/2021	17526	VERIZON	EOC/DPS PHONES 05/24/21 - 06/23/21	154.14
07/08/2021	17527	REPUBLIC WASTE SERVICES	WR GARBAGE SERVICE JULY 2021	225.00
07/08/2021	17528	REPUBLIC WASTE SERVICES	DPW/CITY GARBAGE/RECYCLE JULY 2021	240.00
07/08/2021	17529	CHARTER COMMUNICATIONS	DPW/WR INTERNET THROUGH 07/31/2021	114.98
07/08/2021	17530	REPUBLIC SERVICES (RECYCLE)	JULY 2021 RECYCLE SERVICE	2,667.60

Total Paper Check: 157,004.67

REPORT TOTALS:

Total of 34 Checks:	168,156.10
Less 0 Void Checks:	0.00
Total of 34 Disbursements:	<u><u>168,156.10</u></u>

Off Cycle Payment Authorization

Brian Kelley, City Clerk/Treasurer
<p>I verify that I have reviewed the off-cycle payments listed above and to the best of my knowledge the listing is accurate and complies with the City's purchasing policy.</p>
<p>Insert Signature:</p> <div style="text-align: right; margin-top: 20px;">  <p>Digitally signed by Brian Kelley Date: 2021.07.08 17:52:38 -04'00'</p> </div>

Erik J. Wilson, City Manager
<p>I verify that I have reviewed the off-cycle payments listed above and to the best of my knowledge the listing is accurate and complies with the City's purchasing policy.</p>
<p>Insert Signature:</p>

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC & GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-20865**

- Consumers Energy Company requests Michigan Public Service Commission's approval for authority to reconcile its 2020 Energy Waste Reduction Plan Costs associated with the Plan approved in case no. U-20372.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A pre-hearing will be held:

DATE/TIME: Tuesday, July 20, 2021 at 9:30 AM

BEFORE: Administrative Law Judge Kandra Robbins

LOCATION: Video/Teleconferencing

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at mpscdockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) May 28, 2021 Application requesting the Commission to review and approve: 1) Consumers Energy's implementation of its 2020 Energy Waste Reduction ("EWR") Plan and find that Consumers Energy has complied with the energy savings targets imposed by 2008 PA 295, as amended by 2016 PA 342; MCL 460.1001 et seq. ("Act 295"); 2) the reconciliation of Consumers Energy's 2020 EWR Plan with the surcharges collected during that period; 3) the collection of a financial performance incentive payment for both the natural gas and electric EWR Plan, the collection of which is to be completed by December 31, 2022, in order to comply with the requirements of ASC 980-605-25; 4) the EWR surcharge mechanism as proposed by Consumers Energy; 5) the conversion of 151,378 EWR Credits into Renewable Energy Credits in 2020 for use in meeting Consumers Energy's renewable energy requirements under Act 295; and 6) grant such other and further relief.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by July 13, 2021. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-20865**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

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

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

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 2008 PA 295, as amended, MCL 460.1001 et seq., and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

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

EPA Proposes Cleanup for Area 3 of Kalamazoo River

Allied Paper/Portage Creek/Kalamazoo River Site
Otsego Township, Michigan

July 2021

You are invited

EPA invites you to discuss the proposed cleanup plan for Area 3 of the Kalamazoo River site. See the "Upcoming Meeting" box on page 2 for details.

For more information

Please contact any of the following team members with questions:

EPA

Jim Saric

Remedial Project Manager
312-886-0992
saric.james@epa.gov

Diane Russell

Community Involvement Coordinator
989-395-3493
russell.diane@epa.gov

You may also call EPA toll-free:
800-621-8431, weekdays, 9:00 a.m.
to 5:30 p.m.

Webpage

For more details about the site, visit the webpage at:
www.epa.gov/superfund/allied-paper-kalamazoo

Para la versión en español de esta hoja informativa, visite
www.epa.gov/superfund/allied-paper-kalamazoo

U.S. Environmental Protection Agency, working with the Michigan Department of Environment, Great Lakes and Energy, or EGLE, has proposed a plan to clean up polychlorinated biphenyl, or PCB, contamination in the part of the Kalamazoo River known as Area 3 (see map, below). Area 3 is a 3.4-mile stretch of the Kalamazoo River located between the Otsego City Dam and the former Otsego Township Dam, Otsego, Michigan. This section of the river flows through forested wetland areas with predominately recreational land use, although some residential parcels exist along Area 3.

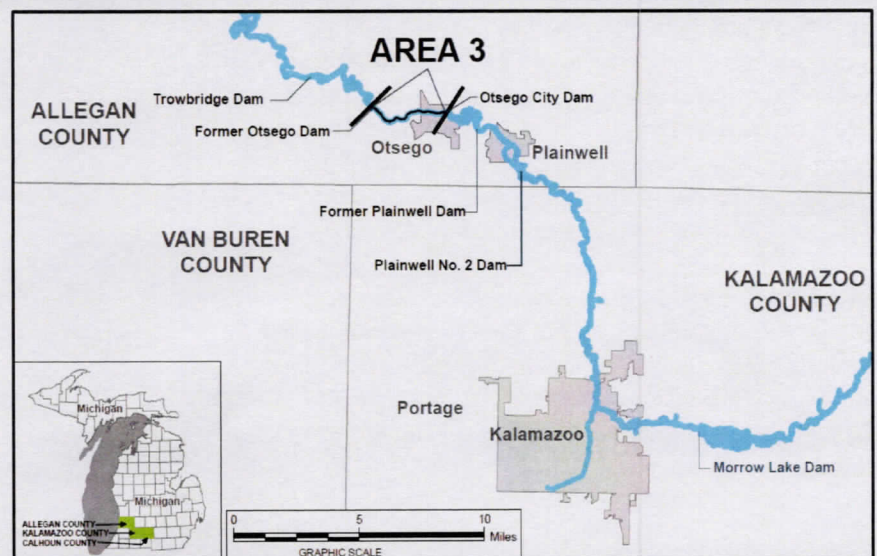


Public Comment Period for Area 3

EPA will accept comments on the proposed cleanup plan from July 8 to August 6, 2021. This fact sheet provides background information, describes cleanup options and explains EPA's recommendations.¹ EPA may modify the plan or select another solution based on new information or public comments, so your opinion is important. There are several ways to offer comments:

- Fill out and mail the enclosed comment form.
- Attend the virtual public meeting (see "Upcoming Meeting," page 2) and submit an oral statement.
- Go to: www.epa.gov/superfund/allied-paper-kalamazoo and click the "Public Comment Form" and fill out.

EPA must receive your comments online or in an envelope postmarked by Friday, August 6, 2021.



¹Section 117(a) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, known as the Superfund law) requires public notice about this proposed cleanup plan through a newspaper announcement, comment period, and an opportunity for a public meeting. This fact sheet summarizes information contained in the feasibility study and other documents that can be reviewed at the information repositories listed on page 2.



Upcoming Meeting

EPA will host a virtual public meeting on July 15, 2021. After a brief presentation,

EPA will answer questions about the proposed plan.

EPA will then take public comments and a court reporter will record the meeting and all comments.

The public meeting will be conducted via the Zoom web platform. You can join the Zoom public meeting at any time during the event hours below or by phone toll-free at: 888-475-4499 (*please note, phone numbers will be displayed on screen. To hide your phone number, dial *67 and then dial the toll-free number*).

Date: July 15, 2021

Time: 6 – 8 p.m.

Link to join: <https://bit.ly/35qsNGj>

You will be instructed to provide the meeting ID and passcode listed below whether you join online or by phone:

Meeting ID – 971 2500 1013

Passcode – 227278

You can also join the meeting by going to www.epa.gov/superfund/allied-paper-kalamazoo and clicking on the posted link.

About the Allied Paper/Portage Creek/Kalamazoo River Site

In 1977, a public health advisory was issued recommending residents to not eat fish caught from the Kalamazoo River due to PCBs found in the fish. In 1990, the Kalamazoo River, as part of the Allied Paper/Portage Creek/Kalamazoo River Superfund site, was placed on the National Priorities List, a roster of the nation's hazardous waste sites needing cleanup.

Since 1998, EPA-lead response actions have removed nearly 470,000 cubic yards of contaminated material from the site, cleaned up and restored 12 miles, including the banks, of the Kalamazoo River and Portage Creek (including banks), and capped 82 acres of contaminated material.

Why is cleanup needed?

EPA has studied the risks to human health and the

environment. Based on its studies, the Agency determined PCB contamination poses unacceptable hazards and risks to people eating fish caught from the Kalamazoo River. Fish advisories are currently in place to warn residents and anglers about the risks associated with eating fish from the river. The Agency also determined PCB contamination in floodplain soil may pose a risk to birds and mammals. There are currently no restrictions in place to control human exposure to sediment, soil, or surface water.



Information Repositories

EPA keeps site project information and reference materials for the public to read at local information repositories. Copies of cleanup documents for the Allied Paper/Portage Creek/Kalamazoo River site are available at the locations below. You may also access cleanup documents on EPA's site profile page at www.epa.gov/superfund/allied-paper-kalamazoo.

U.S. EPA Records Center

77 W. Jackson Blvd., 7th Floor
Chicago

Charles Ransom Library

180 S. Sherwood
Plainwell

Kalamazoo Public Library

315 S. Rose
Kalamazoo

Allegan Public Library

331 Hubbard St.
Allegan

Otsego District Library

219 S. Farmer St.
Otsego

Waldo Library

Western Michigan University
1903 W. Michigan Ave.
Kalamazoo

EPA's Evaluation Criteria

These criteria guide EPA as it weighs different cleanup alternatives. These criteria are separated into three categories: Threshold, Balancing, and Modifying Criteria. **Threshold Criteria** determines if a cleanup alternative protects human and environmental health and complies with all applicable or relevant and appropriate requirements, or **ARARs**. More generally, ARARs are the federal and state regulations that EPA must follow during a cleanup. In cases where the federal and state regulations are slightly different, EPA will follow the stricter regulations. **Balancing Criteria** are used to identify trade-offs between cleanup alternatives.

Modifying Criteria are based on public comments, and can prompt modifications to the recommended cleanup alternative (see figure below).

They are summarized in the table on page 4. EPA developed these alternatives using combinations of different technologies and evaluated each option in detail against criteria established by federal law (see figure below).

The last two criteria, state and community acceptance, will not be evaluated until after the comment period and public meeting.

Alternative 1: No Action. EPA is required to include a no-action alternative as a basis for comparison with other cleanup options. Under this alternative, EPA would take no additional action. No cost is associated with this alternative.

Alternative 2: This alternative involves capping floodplain soil with a clean soil cover; excavating riverbank soil and sediment; site controls and capping or removal of floodplain soil from private recreational

Cleanup alternatives

EPA considered five options for cleaning up Area 3.



1. Overall protection of human health and the environment.

- Is it protective?
- How are risks eliminated, reduced, or controlled?



2. Compliance with ARARs.

- Does it meet environmental laws or provide grounds for a waiver?



3. Long-term effectiveness and permanence.

- Does it provide reliable protection over time?



4. Reduction of toxicity, mobility, or volume through treatment.

- Does it use a treatment technology?
- This is preferred, if possible.



5. Short-term effectiveness.

- Will the remedy be implemented fast enough to address short-term risks, and will there be adverse effects (human health or environmental) during construction/ implementation?



6. Implementability.

- How difficult will it be to implement (e.g. availability of materials or coordination of Federal, State, and local agencies)?



7. Cost effectiveness.

- What are the estimated capital and operation and maintenance costs in comparison to other, equally-protective alternatives?



8. State acceptance.

- Does the State agree with, oppose, or have no comment on it?



9. Community acceptance.

- Does the community support, have reservations about, or oppose it?

Threshold Criteria

must be met for an alternative to be eligible.

Balancing Criteria

determines relative strengths and weaknesses among the criteria that meet threshold.

Modifying Criteria

implemented once all public comments are evaluated. They may prompt modifications to the preferred alternative to achieve the end result of a preferred alternative for cleanup in which EPA and the community can be confident.

areas; and long-term monitoring, inspections and maintenance of riverbank erosion controls. Alternative 2 includes capping approximately 18.1 acres of floodplain soil and excavating 11,300 cubic yards of riverbank soil and sediment along 6,600 feet of the river. The estimated cost of this alternative is \$26.3 million.

Alternative 3: This alternative is the same as Alternative 2, except the floodplain soil containing PCBs within 50 feet of the channel will be excavated with the remainder being capped. Alternative 3 includes capping approximately 15.8 acres and excavating 8,300 cubic yards of floodplain soil, plus excavating 11,300 cubic yards of riverbank soil and sediment along 6,600 feet of the river. The estimated cost of this alternative is \$28.7 million.

Alternative 4 (EPA’s recommended cleanup option): This alternative is the same as Alternative 2, except the floodplain soil containing PCBs will be excavated instead of capped. Alternative 4 includes excavating approximately 58,500 cubic yards of floodplain soil and 11,300 cubic yards of riverbank soil and sediment along 6,600 feet of the river. The estimated cost of this alternative is \$33.4 million.

Alternative 5: Alternative 5 includes Area-3-wide excavation of floodplain soil and sediment, restoration of floodplain areas, site controls, and long-term monitoring and maintenance. Alternative 5 includes excavating 427,000 cubic yards of floodplain soil and 94,300 cubic yards of sediment. The estimated cost of this alternative is \$116 million.

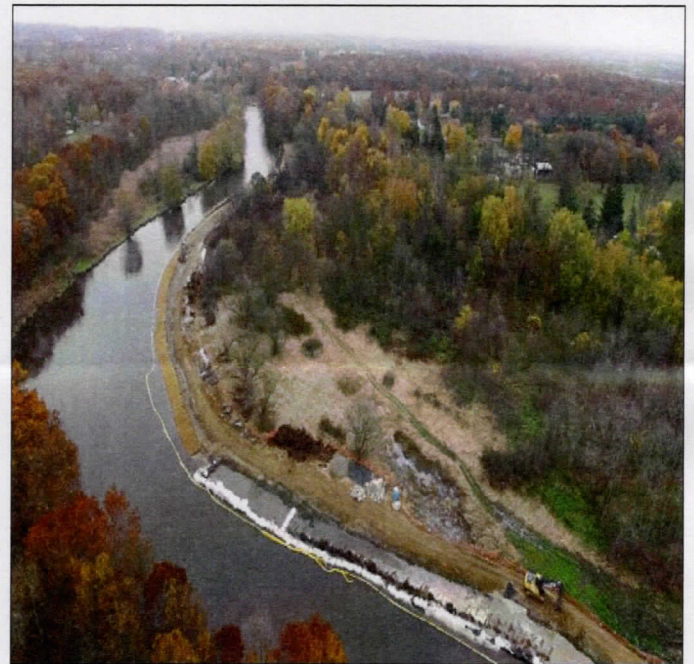
EPA’s recommended alternative

Based on the criteria, EPA believes that Alternative 4. provides the best balance of the evaluation criteria among all the alternatives. Alternative 4 would be protective of human health and the environment, would meet all federal and state ARARs, would achieve the remedial action objectives for this proposed cleanup, would be straightforward in its implementation, and

would be effective in the long term and permanent.

Next steps

EPA, with input from Michigan EGLE and the community, will make the final decision on what cleanup alternative will be implemented. Public comments are important and could encourage EPA to modify or change its preliminary cleanup decision. EPA will review and compile responses to public comments in a document called a responsiveness summary. The final cleanup plan will be published in a document called a “record of decision” or ROD, and available for public review in the site’s administrative record. The ROD (which includes the responsiveness summary) and administrative record will be available for review at www.epa.gov/superfund/allied-paper-kalamazoo and at the information repositories shown on page 2.



Bank work in Area 3.

Options	Overall protection of human health and the environment	Compliance with ARARs	Long-term effectiveness and permanence	Reduction of toxicity, mobility, or volume through treatment	Short-term effectiveness	Implementability
Alternative 1	○	⊙	⊙	N/A	○	NA
Alternative 2	●	●	●	N/A	●	●
Alternative 3	●	●	●	N/A	●	●
* Alternative 4	●	●	●	N/A	●	●
Alternative 5	●	●	●	N/A	●	⊙

Kalamazoo River, Area 3 Comment Sheet

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Diane Russell
Community Involvement Coordinator
U.S. EPA Region 5 Superfund Division
1300 Bluff St., Suite 140
Flint, MI 48504



Kalamazoo River upstream of former Otsego Twp. Dam.



Kalamazoo River after Otsego Twp. Dam removal completed in 2018.



Figure showing area cleaned up by removal action upstream of former Otsego Township Dam, shaded in purple and completed in 2018. Area 3 floodplain areas evaluated for cleanup alternatives shown in grey hashing.

EPA Proposes Cleanup Plan for Area 3; Seeks Public Comments

Virtual Public Meeting

- ▶ July 15, 2021
- ▶ 6 - 8 p.m.
- ▶ Link to join: <https://bit.ly/35qsNGj>

The meeting will be conducted via the Zoom web platform. You can join the Zoom public meeting at any time during the event hours below or by phone toll-free at: 888-475-4499 (please note, phone numbers will be displayed on screen. To hide your phone number, dial *67 and then dial the toll-free number) You will be instructed to provide the meeting ID and passcode listed below whether you join online or by phone:

- ▶ Meeting ID - 971 2500 1013
- ▶ Passcode - 227278

You can also join the meeting by going to www.epa.gov/superfund/allied-paper-kalamazoo and clicking on the posted link.

If you will need special accommodations at the meeting, contact:
Diane Russell, Community Involvement Coordinator, 989-395-3493, russell.diane@epa.gov by July 12.

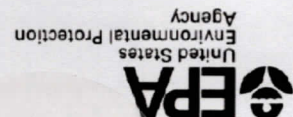
ALLIED PAPER/PORTAGE CREEK/KALAMAZOO RIVER SITE: EPA Proposes C



BRIAN KELLEY
CLERK
CITY OF PLAINWELL
211 N MAIN ST
PLAINWELL, MI 49080

Community Information Office
1300 Bluff St, Suite 140
Flint, MI 48504
Official Business
Penalty for Private Use, \$300
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PITNEY BOWES
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MAILED FROM ZIP CODE 60606



Reports & Communications:

A. Special Event Permit – Dean’s Ice Cream 307 N Sherwood:

On Jun 14, 2021, City Council considered a request from Dean’s Ice Cream at 307 N Sherwood to temporarily close North Sherwood on Monday evenings from 4pm to 8pm for a recurring car show event at Dean’s. Council conditionally approved the request with a directive to review the request on July 12 to determine whether modifications are needed related to the request.

Recommended action: Consider final approval for the Special Event Permit for Dean’s Ice Cream at 307 N Sherwood for recurring Monday evening road closures.

B. Public Hearing – Resolution 2021-12-Proposed Act 425 Conditional Land Transfer Agreement:

Council will hold a Public Hearing to consider adopting Resolution 2021-12 regarding the proposed Act 425 Conditional Land Transfer Agreement with Gun Plain Township for land at Miller Road and 8th Street. This hearing will open up a 30-day petition period before agreement can be executing.

Recommended action: Consider adopting Resolution 2021-12 approving the proposed Act 425 Conditional Land Transfer Agreement with Gun Plain Township.

C. American Rescue Plan Act Coronavirus Local Recovery Fund Funding:

On March 11, 2021, the Federal Government enacted the American Rescue Plan Act which, among other things, provides funding for state, local, territorial and Tribal governments to recover from the COVID-19 pandemic. The City of Plainwell is being awarded \$395,333 in these stimulus funds, which can be used for recovery of lost revenue or negative economic impacts from the pandemic, and investments in certain infrastructure projects. The city will receive the funds in two annual installments and has until December 31, 2024 to incur costs. The city will have ongoing dialogue and transparency regarding use of the funds. The recommendation is to authorize the City Manager to make application for funds and to authorize the City Treasurer to amend the budget to create a separate accounting fund for these monies.

Recommended action: Consider accepting American Rescue Plan Act Fiscal Recovery Funds of \$395,333, authorizing the City Manager to make execute the documents and amend the budget to create Fund 285 – Stimulus Grant Fund.

Reminder of Upcoming Meetings

- July 13, 2021 – Plainwell DDA/BRA/TIFA Board– 7:30am
- July 15, 2021 – Plainwell Parks & Trees Commission – 5:00pm
- July 21, 2021 – Plainwell Planning Commission – 7.00pm
- July 22, 2021 – Allegan County Board of Commissioners – 4:00pm
- **July 26, 2021 – Plainwell City Council – 7:00pm**

Non-Agenda Items / Materials Transmitted

- Notice of Public Hearing – Consumers Energy Electric – July 20, 2021, 9:30AM
- EPA Cleanup Newsletter July 2021