

City of Plainwell



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

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

“The Island City”

AGENDA

Plainwell City Council

Monday, June 09, 2025 - 7:00PM

Plainwell City Hall Council Chambers

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes** – 05/27/2025 Regular Meeting
6. **Public Comments**
7. **County Commissioner Report**
8. **Agenda Approval**
9. **Mayor’s Report**
10. **Recommendations and Reports:**
 - A. **City of Plainwell – Boards and Commissions Appointment List**

Council will consider confirming the Mayor’s appointment of several community members to various boards and commissions.
 - B. **City of Plainwell – Water Tower Maintenance and Painting**

Council will consider approving a contract with Fedewa Inc. to complete the water tower painting and upgrades under the supervision of Dixon Engineering for the cost of \$84,499.00.
 - C. **City of Plainwell – Selection of Mill Property Developer**

Council will consider instructing City Manager Lakamper to enter into negotiations to establish a development agreement with _____, for the creation of a housing development on Parcels 2 and 4 of the Mill property, and to negotiate the terms of conveyance for the same parcels.
11. **Communications:** The May 2025 Investment and Fund Balance reports.
12. **Accounts Payable - \$109,567.77**
13. **Public Comments**
14. **Staff Comments**
15. **Council Comments**
16. **Adjournment**

Agenda Subject to Change

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

MINUTES
Plainwell City Council
May 27, 2025

1. Mayor Keeler called the regular meeting to order at 7:00pm in City Hall Council Chambers.
2. Invocation: Given by Ken Fritz of Lighthouse Baptist Church.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Keeney, and Councilmember Wisnaski
Councilmember Green. Absent: Councilmember Green
A motion by Steele, seconded by Wisnaski, to excuse Councilmember Green from tonight's proceedings. On a voice vote, all voted in favor. Motion passed.
5. Approval of Minutes:
A motion by Steele, seconded by Wisnaski, to accept and place on file the Council Meeting Minutes of the 05/12/2025 regular meeting. On a voice vote, all voted in favor. Motion passed.
6. Public Comment: None.
7. Linda Teeter from Allegan County Legal Assistance Center introduced herself and discussed the services offered.
8. County Commissioners Report: Commissioner Dugan gave an update on happenings throughout Allegan County.
9. Agenda approval:
A motion by Steele, seconded by Wisnaski, to approve the Agenda for the May 27, 2025 meeting as presented. On a voice vote, all voted in favor. Motion passed.
10. Mayor's Report: None.
11. Recommendations and Reports:
 - A. Mayor Keeler presented Resolution 2025-10, renaming and dedicating the Plainwell Municipal Airport to the Virgil L. Williams Plainwell Municipal Airport. Mayor Keeler thanked Virgil for volunteering his time and skill managing the Airport for the City for the past 23 years. Mayor Keeler read aloud the following:

WHEREAS, Virgil L. Williams has dedicated his life to aviation, including retiring from the Upjohn Company as Chief Pilot and Aviation Director; and has been recognized with the FAA's Wright Brothers "Master Pilot" Award for over 50 years of safe flying, and named "Aviator of the Year" by the Michigan Department of Transportation in 2023; and

WHEREAS, Virgil L. Williams has generously volunteered his time, knowledge, and skills to oversee and manage the Plainwell Municipal Airport in service to the City of Plainwell since 2002; and

WHEREAS, Virgil has contributed to community enrichment through mentoring young pilots and co-founding the Plainwell Aviation STEM Academy, a non-profit flight school dedicated to introducing children to aviation; and

WHEREAS, Virgil has played a key role in developing and expanding the Plainwell Municipal Airport, creating new revenue streams, stewarding the Plainwell Pilots Association, and helping to establish Plainwell as a general aviation destination in West Michigan;

MINUTES
Plainwell City Council
May 27, 2025

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council, as an expression of gratitude on behalf of the citizens of the City of Plainwell, do hereby rename the Plainwell Municipal Airport to **Virgil L. Williams Plainwell Municipal Airport**, and dedicate it in honor of Virgil Williams for his extraordinary service to the City of Plainwell; and

BE IT FURTHER RESOLVED, that a copy of this resolution be entered in full in the minutes of the May 27, 2025 meeting of the Plainwell City Council and that a copy be presented to Mr. Virgil L. Williams.

A motion by Steele, seconded by Keeney, to approve Resolution 2025-10 as presented. On a roll call vote, all voted in favor. Motion passed.

Mayor Keeler presented Virgil Williams with a ceremonial signed copy of Resolution 2025-10. Mr. Williams shared that he was honored and thanked City Council, staff and residents for their continued support of the airport. He shared stories from his past, and spoke about his love of aviation. He enjoys being involved in the STEM flight school, and instructing the next generation of aviation lovers.

- B. Mayor Keeler discussed setting a required Public Hearing concerning the 2025/2026 City Budget. **A motion by Wisnaski, seconded by Steele, to set a Public Hearing for June 23, 2025 at 7pm to review and adopt the 2025.2026 City Budget. On a roll call vote, all voted in favor. Motion passed.**
- C. Superintendent Nieuwenhuis discussed a 3-year contract with Renewed Earth for solid waste removal. **A motion by Keeney, seconded by Wisnaski, approving a 3-year contract with Renewed Earth for solid waste removal at a cost of \$16,500 per year. On a roll call vote, all voted in favor. Motion passed.**
- D. Superintendent Nieuwenhuis discussed a 3-year contract for street sweeping services with Walters Sweeping. **A motion by Keeney, seconded by Wisnaski, approving a 3-year contract with Walters Sweeping for street sweeping services at a cost of \$22,200 for the first year, \$23,088 for the second year, and \$24,011 for the third year. On a roll call vote, all voted in favor. Motion passed.**
- E. City consultant Brain Kelley discussed the draft BRA/DDA/TIFA budget for fiscal year 2025/2026. **A motion by Steele, seconded by Wisnaski, approving the draft 2025/2026 BRA/DDA/TIFA budget as presented. On a roll call vote, all voted in favor. Motion passed.**
- F. Superintendent Nieuwenhuis discussed a contract with PK Contracting to stripe major streets for the City. **A motion by Keeney, seconded by Wisnaski, approving contract with PK Contracting for striping major streets in the City of Plainwell for a cost not to exceed \$44,827.50. On a roll call vote, all voted in favor. Motion passed.**
- G. City Council discussed the two developers interested in the Mill property. **A motion by Steele, seconded by Wisnaski, to postpone choosing a developer until the next Council meeting on June 9, 2025. On a roll call vote, all voted in favor. Motion passed.**

12. Communications:

A motion by Keeney, seconded by Wisnaski, to accept and place on file the April 2025 Department of Public Safety and Water Renewal Reports, and the 04/08/2025 DDA/BRA/TIFA meeting minutes and the 4/17/2025 Parks & Trees meeting minutes. On a voice vote, all voted in favor. Motion passed.

13. Accounts Payable:

MINUTES
Plainwell City Council
May 27, 2025

A motion by Keeney, seconded by Wisnaski, that the bills be allowed and orders drawn in the amount of \$48,357.71 for payment of the same. On a roll call vote, all voted in favor. Motion passed.

14. Public Comments:

Sandy Lamorandier shared that she enjoyed the dedication and renaming of the airport in honor of Virgil Williams, and that she appreciated the street sweeping provided by the City, saying that it makes a noticeable difference.

15. Staff Comments:

Personnel Coordinator/Interim Treasurer Kersten shared the DPW had hired two new seasonal employees who would be starting soon, and that open enrollment period for benefits is coming up..

Superintendent Nieuwenhuis congratulated Virgil. He shared that the City had been awarded a settlement from a PFAS lawsuit, and that there are two other potential settlements still being processed.

Deputy Superintendent Keyser stated that he is doing preventative maintenance and continued training.

Superintendent Pond had nothing to report.

Director Callahan reported that a person had gone into the river recently, and reminded everyone that there are resources available to anyone who is struggling with mental health or any other issues.

Clerk Leonard shared that she is attending the Clerk's Conference in Muskegon the first week of June.

City Manager Lakamper shared hoe thankful he was to have Virgil managing the airport for the City, stating that there will be a new sign and dedication ceremony soon. He said that the PFAS settlement could only be used for the water fund. He thanked Brian Kelley for coming to the meeting. He gave an update on Building #2, stating that the insurance company had requested that a structural engineer provide an evaluation of the damage. He also set a date for the Budget Workshop, which will be held June 9, 2025 at 5:30pm prior to the Council Meeting that night.

16. Council Comments:

Mayor Pro Tem Steele congratulated Virgil, and stated that he makes a mean cup of coffee.

Councilmember Wisnaski congratulated Virgil.

Councilmember Keeney congratulated Virgil, saying it was well deserved. He shared that the Memorial Day parade was great, and that this year there were more tractors.

17. Adjournment:

A motion by Steele, seconded by Wisnaski, to adjourn the meeting at 7:57pm. On a voice vote, all voted in favor. Motion passed.

Minutes respectfully
submitted by,
JoAnn Leonard
City Clerk

MINUTES APPROVED BY CITY COUNCIL
June 09, 2025

JoAnn Leonard, City Clerk

**City of Plainwell
Boards & Commissions
Appointment List
June 2025**

Parks & Trees

Matthew Bradley

Rosemary (Bunny) LaDuke

2-year term

06/2027

06/2027

Planning Commission

Kevin Hammond

3-year term

06/2028

DDA/BRA/TIFA

Adam Hopkins

David Steffen

4-year term

06/2029

06/2028 (partial term)

Current Vacancies

Downtown Development Authority (DDA)

1 opening

Planning Commission

1 opening



"The Island City"

MEMORANDUM

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

TO: City Council / Justin Lakamper, City Manager
FROM: Robert Nieuwenhuis
DATE: 6/4/25
SUBJECT: Water Distribution

SUGGESTED MOTION: I make a motion to approve Fedewa Inc. to complete the water tower painting and upgrades under the supervision of Dixon Engineering for the cost of \$84,499.

BACKGROUND INFORMATION: The water tower is inspected by Dixon Engineering for the City per EGLE requirements. Dixon then gives us recommendations on what needs to be done for maintenance and painting. Dixon has put a proposal together for the City to have some updates and painting completed. There were 8 bidders and Fedewa was the low bidder.

ANALYSIS: Dixon has included a recommendation letter for Fedewa Inc. and we trust Dixon engineering's professional opinion.

BUDGET IMPACT: This is a budgeted item.

City of Plainwell -750,000gal Composite Tank 2025 Water Tower Painting Project 5/14/2025 @ 2PM	LC United	Seven Brothers	Fedewa	L&T	E&L Painting
	Sterling Heights,	Shelby Twp.,	Hastings,	Shelby Twp.,	Howell,
	MI	MI	MI	MI	MI
Section 05 00 00					
Overflow Pipe Discharge Mod. (1)	\$2,500	\$3,900	\$7,000	\$6,500	\$4,800
Roof Painter's Railing (2)	\$5,500	\$4,000	\$8,000	\$9,000	\$9,200
Section 09 00 00					
Exterior Overcoat (3)	\$87,000	\$110,000	\$68,499	\$93,400	\$84,000
Project Total	\$95,000	\$117,900	\$83,499	\$108,900	\$98,000
Alternate Bids					
Wet Interior Painter's Railing Replacement (1)	\$29,000	\$5,000	\$16,000	\$8,800	\$18,000
Wet Interior Painter's Railing Coating Repair (2)	\$7,000	\$2,500	\$1,000	\$2,560	\$8,600
Antenna & Cables	\$200	\$1,500	\$500	\$1,000	\$4,000
Bid Bond					
Project Total With Alternate Bids Included	\$131,200	\$126,900	\$100,999	\$121,260	\$128,600

City of Plainwell -750,000gal Composite Tank 2025 Water Tower Painting Project 5/14/2025 @ 2PM	D and Six Sons	PT&T	Stoic Industrial	Classic Protective	
	Stockbridge,	Henderson,	Grand Ledge,	Menomonie,	
	MI	KY	MI	WI	
Section 05 00 00					
Overflow Pipe Discharge Mod. (1)	\$3,000	\$10,230		\$9,800	
roof Painter's Railing (2)	\$12,000	\$14,560		\$35,000	
Section 09 00 00					
Exterior Overcoat (3)	\$141,700	\$275,090		\$302,560	
Project Total	\$156,700	\$299,880		\$347,360	
Alternate Bids					
Wet Interior Painter's Railing Replacement (1)	\$24,000	\$29,350		\$150,000	
Wet Interior Painter's Railing Coating Repair (2)	\$4,000	\$19,720		\$98,000	
Antenna & Cables	\$1,000	\$5,000		\$2,000	
Bid Bond					
Project Total With Alternate Bids Included	\$185,700	\$353,950		\$597,360	



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

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

June 3, 2025

Mr. Robert Nieuwenhuis, Public Works Superintendent
City of Plainwell
211 N. Main Street
Plainwell, MI 49080

Subject: 750,000 Gallon Composite Exterior Overcoat and Miscellaneous Repairs –
Recommendation for Award

Dear Mr. Nieuwenhuis:

Dixon Engineering has reviewed the bids submitted for the 750,000 gallon composite exterior overcoat and miscellaneous repairs rehabilitation project and recommends an award to the low bidder, Fedewa Inc., of Hastings, Michigan, for the bid amount of \$84,499. The bid amount includes all the base bid line items along with the second alternate to complete the wet interior painters railing coating repair. The bid was well below the engineering estimate of \$145,000 for this scope of work from the 2024 maintenance report. Bidding was competitive with eight (8) bids received and the lowest three (3) bids separated by fifteen (15) percent.

Fedewa, Inc. is a prequalified contractor with Dixon and has successfully completed many elevated tank overcoating projects including ones in the City of Muskegon, Muskegon County, the City of Holland along with a recently completed project in Spring Lake Township.

If you have any questions regarding our recommendation, please contact me at (616) 374-3221, Ext. 309.

FOR DIXON ENGINEERING, INC.,

Eric Binkowski
Project Manager



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

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

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

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

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

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

Proposals / Agreement Signatures

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

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

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

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

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document. [This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

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

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

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

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

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

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

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

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

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS - PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

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

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

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

ARTICLE 9 MISCELLANEOUS PROVISIONS

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

9.01 Survival:

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

9.02 Severability:

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

9.03 Successors, Assigns, and Beneficiaries:

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

9.04 Waiver:

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

9.05 Accrual of Claims:

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

9.06 DIXON's Certifications:

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

9.07 Total Agreement:

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

DIXON's SERVICES

A1.04 Phase 4 Construction:

- A. Basic Services for Maintenance of Existing Structure:
1. After receiving authorization from Client to proceed with the Construction Phase, DIXON will consult with Client and act as Client's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700 Standard General Conditions of the Construction Contract, edition with modifications as used in the Construction Contract, and as detailed below:
 - a. Attend a Preconstruction meeting, and address questions regarding observation services and coordination of field observations. I do not think this should be optional
 - b. Accept submittal of all matters in question concerning the requirements of the Construction Contract Documents. With reasonable promptness, recommend a written clarification, interpretation, or decision on the issue submitted, or an amendment or supplement to the Construction Contract Documents
 - c. Prepare any technical specifications needed for Change Orders, Field Orders, Work Directives.
 - d. Review Contractor's Pay Requests.
 - e. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
 - f. Prepare Substantial Completion and other Construction documents.
 2. DIXON has authority to Stop Work if DIXON questions the quality of Work or rejects the Work, or if there (in the sole opinion of DIXON) is a potential for creating an environmental contamination.
 3. Recommend that Work be rejected if DIXON believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations regarding whether Contractor should correct such Work, if a portion of the Work should be uncovered, if tests are required, or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 4. Inform Client of any Work that DIXON believes is not defective; but is nonetheless, not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations for addressing such work.
 5. All of Client's instructions to Contractor will be issued through DIXON, who shall have authority to act on behalf of Client in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 6. The Construction Phase will terminate upon written recommendation by DIXON or Client for final payment to Contractors.
- B. RPR Services for Maintenance of Existing Structures
1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
 2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
 3. Hold Points - General
 - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
 - b. A Hold Point Site visit is an observation trip to perform one of the functions below. The number of Site visits required are estimates.
 - c. If two Job Tasks are performed during the same trip, there is no additional charge (i.e., exterior intermediate and pit piping primer).

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

A1.05 Post Construction Phase:

A. Basic Services:

1. Warranty Observation - Exterior:

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

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

D. Post Construction Phase – RPR Services

1. Detailed above if repairs are needed.

E. Post Construction Phase - Owner’s Responsibilities:

1. Warranty Observation - Exterior only:

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

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

BASIS OF FEES, INVOICING, AND PAYMENT

Part 1 BASIS OF FEES

C1.01 Basis:

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

C1.02 Methods of Rate Calculation including Limitations:

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

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

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

C1.03 Definitions including Limitations:

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

C1.04 Fees:

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

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

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

C1.05 Estimated Fee:

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

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

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

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

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

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

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

PART 3 SELECTION OF RPR SERVICES

C3.00 Selection of Full Time vs. Daily RPR

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

C3.01 Financial Considerations when Selecting RPR Services:

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

C3.02 Hold Point Observations:

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

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

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

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

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

Employee Billable Rates and Terms

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

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

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

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

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

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

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

E1.01 Electronic Documents Protocol

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

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

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

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

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

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

GENERAL PROVISIONS and RELATED CONDITIONS

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

GP1.01 Standards of Performance:

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

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

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

GP1.03 Opinions of Probable Construction Cost:

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

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

GP1.04 Use of Documents:

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

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

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

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

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

GP1.07 Visits to Site and Observation of Construction

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

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

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

Agreement

Owner: City of Plainwell, MI

Page 21 of 27

Exhibits: A, C, E, GP, IR

Tank No: 22-03-02-02

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

B. Definitions:

1. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
2. Undisclosed Constituents of Concern. For purposes of this Article GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to this Article GP1.08, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “Undisclosed” Constituents of Concern.
3. “Known” Constituents of Concern - Constituents of concern in the coating industry- The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not Undisclosed Constituents of Concern. DIXON and Client acknowledge that the coating industry may generate hazardous waste or constituents of concern (CC) when removing old coatings, CC may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be CC but are considered “Known” CC.

- C. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not Undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
- D. If DIXON encounters or learns of an Undisclosed Constituents of Concern at the Site, then DIXON shall notify Client. State and Federal notifications, if required, are the responsibility of the Owner.
- E. If DIXON or any other party encounters, uncovers, or reveals an Undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to Disclosed or Undisclosed Constituent of Concern, then either Client or DIXON may, at its option and without liability for any damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer affected.
- F. Client acknowledges that DIXON is performing professional services for Client, and that DIXON is not and shall not be required to become an “owner,” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON’s activities under this Agreement.

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

GP1.10 Suspension and Termination:

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

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

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

GP1.11 Records Retention:

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

INSURANCE REQUIREMENTS AND INDEMNIFICATION

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

IR1.01 Insurance Requirements

- A. The limits of liability for the insurance required by the Agreement are as follows:
1. DIXON/Client will obtain/carry the following insurance policies and with the listed amounts as a minimum :
 - a. Worker' Compensation Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each Accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - c. General Liability –
 - 1) Each Occurrence (Bodily injury and Property damage) \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability –
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate \$2,000,000
 - e. Automobile Liability – Combined Single Limit \$1,000,000
 - f. Professional Liability - (required only of Engineer Client)
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$2,000,000

IR1.02 Insurance Requirements

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

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

PART 2 LIMITATIONS OF LIABILITY

IR2.01 Definitions:

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

IR2.02 Indemnification

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

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

IR2.03 Mutual Waiver

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

IR2.04 Percentage Share of Negligence

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

IR2.05 No Defense Obligation

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



“The Island City”

MEMORANDUM

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

TO: Mayor and City Council
FROM: Justin Lakamper, City Manager
DATE: June 9, 2025
SUBJECT: Selection of Mill Property Developer

SUGGESTED MOTION: “To instruct City Manager Lakamper to enter into negotiations to establish a development agreement with _____ for the creation of a housing development on Parcels 2 and 4 of the Mill property, and to negotiate the terms of conveyance for the same parcels.”

BACKGROUND INFORMATION: The City owns approximately 15 acres of vacant land of the former paper mill complex which it has been marketing to area developers for a number of years and with the help of the MEDC. In November of 2023 the City released a request for qualifications from interested developers. The City did not receive any interest at the end of that request period. After that closed we were contacted by five separate developers who wanted to look at the land. Three of which engaged in preliminary conversations with the City. Ultimately two, Allen Edwin Homes and Watts Homes and Construction, wanted to move forward with the cities preference for building single family homes and condos. Both presented their concepts at the first city council meeting in May. At the second may meeting the City held an all boards workshop to discuss the proposals. The Council is being asked to select one developer with whom to enter into negotiations to establish a development agreement.

Watts Homes and Construction:

They have presented the concept to build a condo complex on parcel 4 along the river, which would be accessed exclusively through Prince St. The complex would consist of a mix of two- and four-unit condos. They have proposed doing this section of the project first. Once finished they would like to begin a forty unit single-family housing development on parcel 2 with exclusive access from M-89. These homes would range from 728 square feet to 1677 square feet. All of these units would be built to be sold on the open market.



Allen Edwin Homes:

They have proposed a forty-six-unit single family housing development on parcel 2 with exclusive access from M-89. These would range from 1800 – 1910 square feet. They would also be primarily for rent. Allen Edwin had originally proposed that all units would be for rent, but have said that they would be open to listing some portion of the development for sale.

ANALYSIS:

Both of these concepts are viable and would accomplish the cities goals of providing residential housing on the mill property. Both companies are well known and have successfully completed projects of this size in the past. The main differences in their proposals is that Watts is proposing all owner-occupied units, where Allen Edwin is proposing mostly higher end single family rental units. The site will require a higher level of understanding of working on brownfield property and all of the environmental aspects that it entails. In this regard I feel that Allen Edwin is more versed, being a larger company with dedicated staff to handle working in an BRA, however that does not mean that Watts is not capable of handling the property. Both companies have proposed using the TIFF mechanism to recover the cost of the infrastructure improvements. This was to be expected and is a common request of developers working with brownfield land. This allows the City to have infrastructure installed at no upfront cost to the City. These costs are paid back over time through the tax revenue created by the project. That being the case, the City will negotiate other improvements, such as a river walk, and/or a cost for the land. Through the feedback that we have received from the various city boards, and the community through various listening sessions, it appears that Watts proposal more closely aligns with the development goals of the City. That being the case I would recommend moving forward with negotiations with Watts Homes and Construction to enter into a development agreement.



BUDGET IMPACT: None

ATTACHMENTS: Both development concepts



Plainwell + Allen Edwin Home
Single Family Residential Subdivision
Sample Portfolio of Homes + TIF



1,800 Square Foot
Bi-Level Home

3 Bedrooms, 2 ½
Bathrooms

2 Stall Garage, 2 Car
Driveway



Integrity 1800

1,910 Square Foot
Two-Story Home

4 Bedrooms, 2 ½
Bathrooms

2 Stall Garage, 2 Car
Driveway



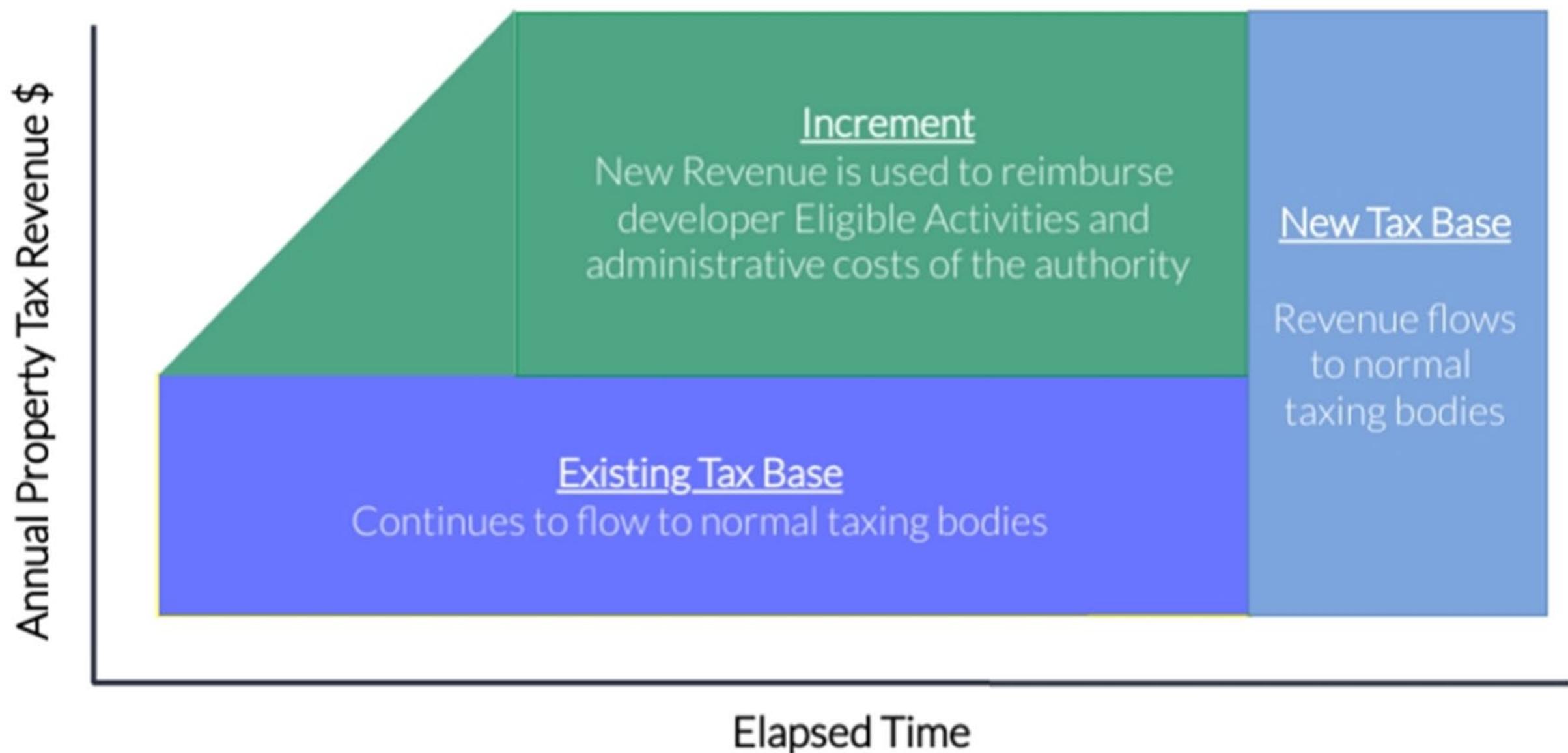
Integrity 1910

Site Preparation + Infrastructure Improvements

- The TIF (Taxable Incremental Funding) allows a Municipality to partner with a builder to help defray the development costs of a site. These items, which are reimbursable, are:
 - Sanitary, Storm, and potable water improvements;
 - Site Preparation including soft costs:
 - Engineering, Environmental, etc.,
 - Franchise utility improvements:
 - Electric, Fiber Optic, Natural Gas

Missing Middle Housing

- Options:
 - Rent:
 - Market Rate and/or,
 - Missing Middle: For people working and earning 80 – 120% of Area Median Income
 - Retail:
 - Recapture is used for site improvements and infrastructure.
 - Gap between Appraised Value and Sales Price if a market segment was aimed for servicing
 - Hybrid
 - We have the flexibility and experience to weave together the various components



How a TIF works

- Allows a City to recapture all of the taxes on a property:
 - Those they would be entitled to and,
 - All county and state taxes that would leave the municipality.
- With that revenue, the City repays the Developer for all agreed upon qualified expenses over a time period.
 - Developer only gets paid after they perform and only for actual expense incurred.

Not Captured:

- School Debt milage is not collected and will increase allowing for faster repayment of School Debt



**WATTS HOMES
& CONSTRUCTION**
5071 Gull Road | Kalamazoo, MI 49048

269-345-3859

Fax 269-345-1570

www.MyWattsHome.com

Your life... Your home... Your style!

CITY OF PLAINWELL'S VISION MILL SITE REIMAGINED

PRESENTED BY
WATTS HOMES & CONSTRUCTION

MAY 12, 2025

Your life... Your home... Your style!

Bio

Watts Homes & Construction is a small local company that is very diverse in all construction needs from small residential homes and condos to luxury homes, remodeling and commercial construction.

We're confident that if you look into our reputation, you'll find a long history of very happy and satisfied customers in the greater Kalamazoo, area. They've also recommended us to their friends and family. We've worked hard in this industry to ensure the Watts name is synonymous with thoughtfully designed and beautifully crafted homes. We stand behind the work we've done in the past, the present and we won't stop in the future. We've staked our reputation on it.

3 generations of the Watts family have carried on the tradition of building quality homes in our community. We have been building communities within the greater Kalamazoo area for 70 years! We know a house is more than a building; it's your home. It's where your life happens. We are dedicated to making sure your home suits your life. What does that say about us?

- It tells you that for seven decades, our clients have put their trust in us to build their new homes.
- They've gone on to recommend us to their neighbors, friends and family members.
- Many have trusted us to build multiple homes for their families.
- We've also built solid relationships with our suppliers and sub-contractors.
- That kind of longevity lets you know that we have a tremendous amount of experience in understanding what our customers want and need.
- It says we keep our promises.

We deliver quality and value in a home you'll love for years to come. You may choose from a wide variety of residential and condominium designs to suit your taste. Each of our existing home plans can be changed and customized as much or as little as you choose.

We are a real estate developer as well as a home builder. Our company finds and buys land suitable for a project, improves it accordingly, and builds on it. We specialize in residential real estate projects and manage all phases, including neighborhood concept, infrastructure, home design, project marketing and client move-in.



SCALE:
1" = 60'-0"

WATTS HOMES AND CONSTRUCTION

46 CONDOMINIUM UNITS ARRANGED IN 2 TO 4 UNIT BUILDINGS
40 50' x 96' SINGLE FAMILY LOTS

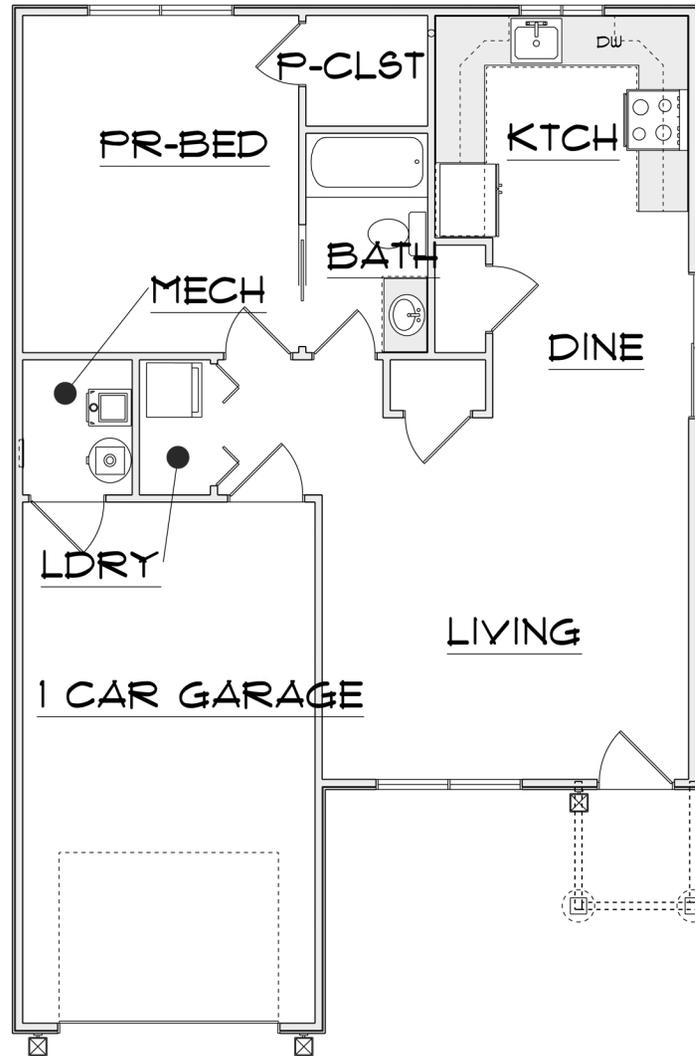
728 - Ranch

728 Sq Ft • 1 Bedroom • 1 Bath • 1-Car Garage



728 - Ranch

728 Sq Ft • 1 Bedroom • 1 Bath • 1-Car Garage



This illustration is an artists' rendering based on Watts Homes & Construction's current proposed development concepts, which continue to evolve & are subject to change without notice. This illustration is not to scale. No guarantee is made that the facilities & features depicted will be constructed or that, if constructed, the number, type, size & location will be as depicted on this illustration. Access to & use of certain areas may be restricted. The common & surrounding properties will undergo continuing growth & development, & conditions within sight may change. This illustration does not show the legal boundaries of the community; please refer to the recorded plats. Because Watts Homes & Construction does not own or control the land outside the boundary of the community, Watts Homes & Construction does not guarantee the accuracy of any matters or conditions shown on this illustration outside the boundary of the community and/or the current or future uses of those properties. © Watts Homes & Construction, Kalamazoo, MI

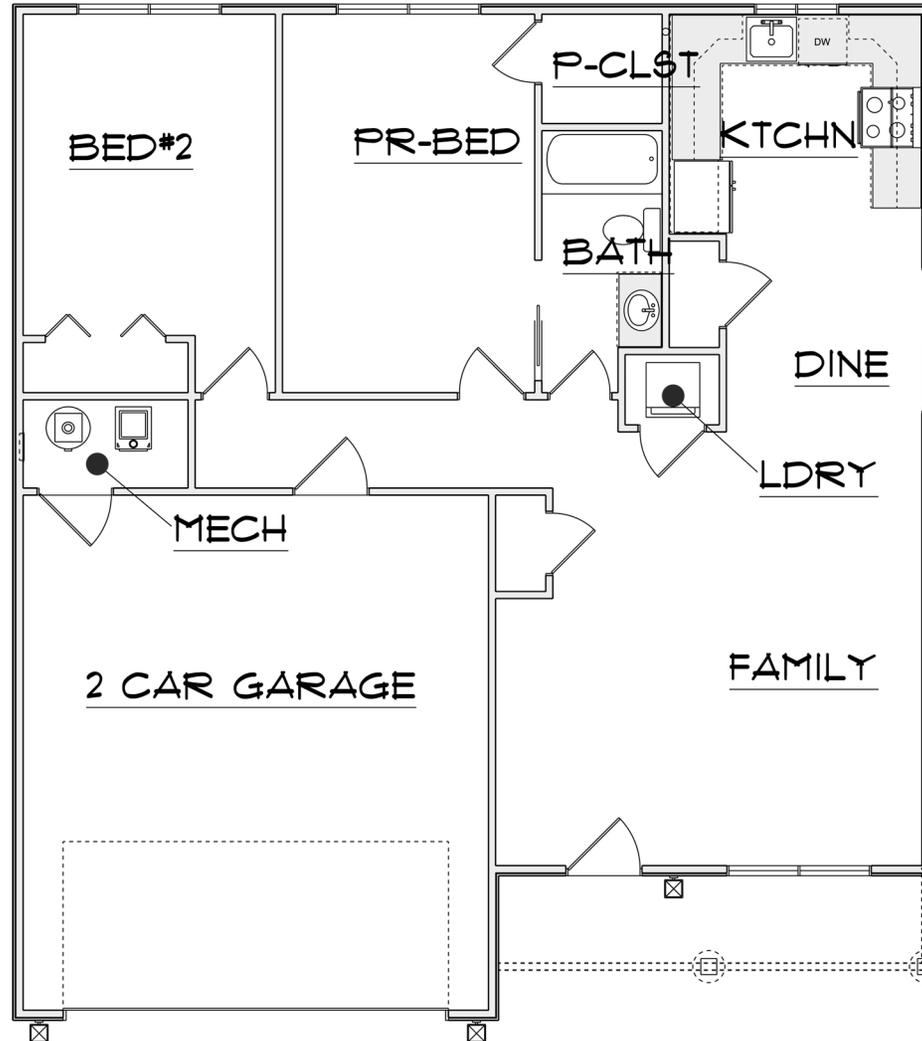
1014 - Ranch

1,014 Sq Ft • 2 Bedrooms • 1 Bath • 2-Car Garage



1014 - Ranch

1,014 Sq Ft • 2 Bedrooms • 1 Bath • 2-Car Garage



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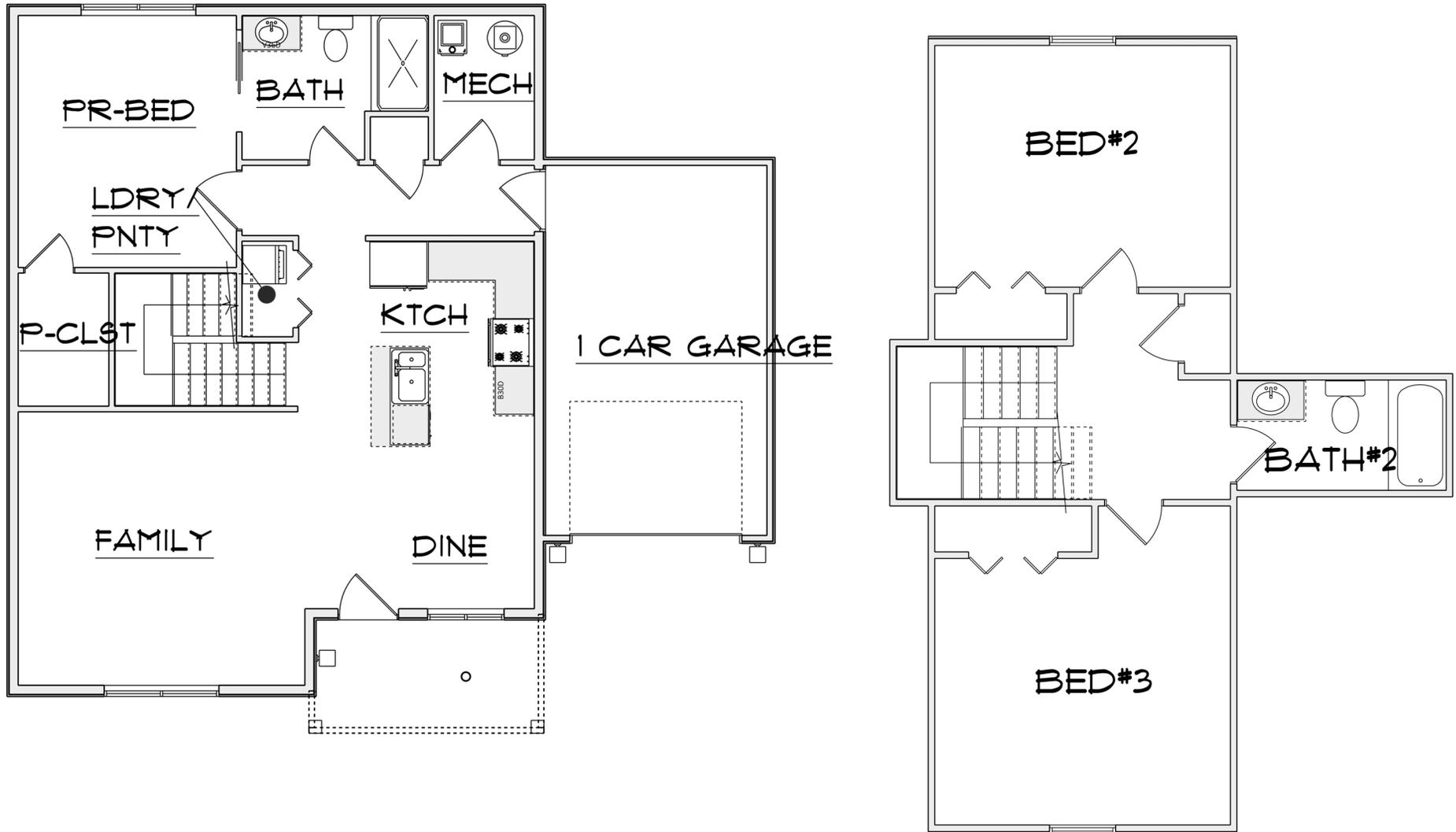
1426 - 1.5 Story

1,426 Sq Ft • 3 Bedrooms • 2 Baths • 1-Car Garage



1426 - 1.5 Story

1,426 Sq Ft • 3 Bedrooms • 2 Baths • 1-Car Garage



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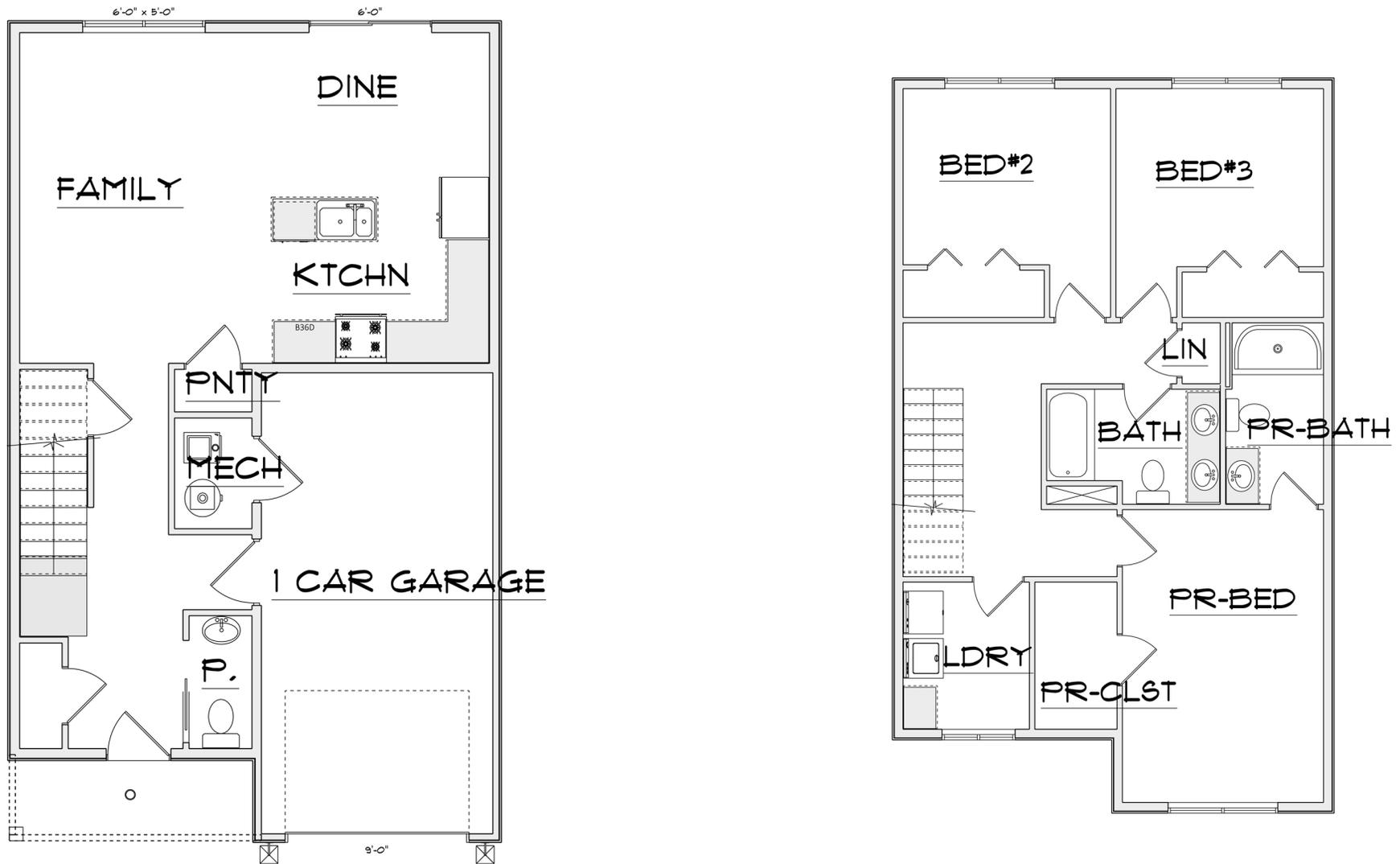
1464 - 2 Story

1,464 Sq Ft • 3 Bedrooms • 2.5 Baths • 1-Car Garage



1464 - 2 Story

1,464 Sq Ft • 3 Bedrooms • 2.5 Baths • 1-Car Garage



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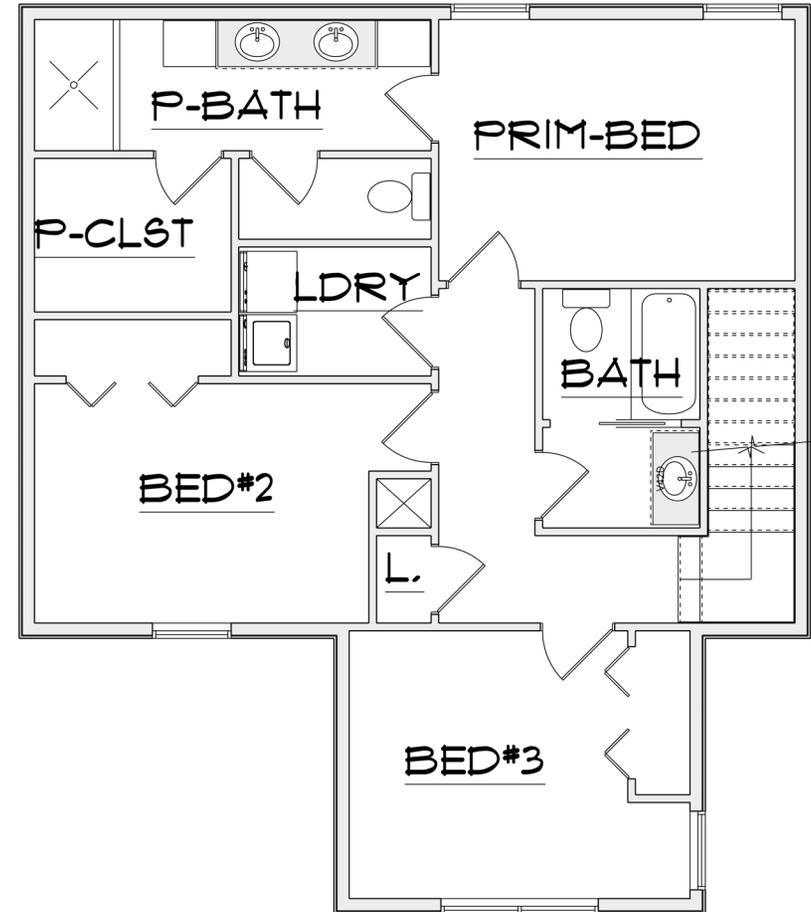
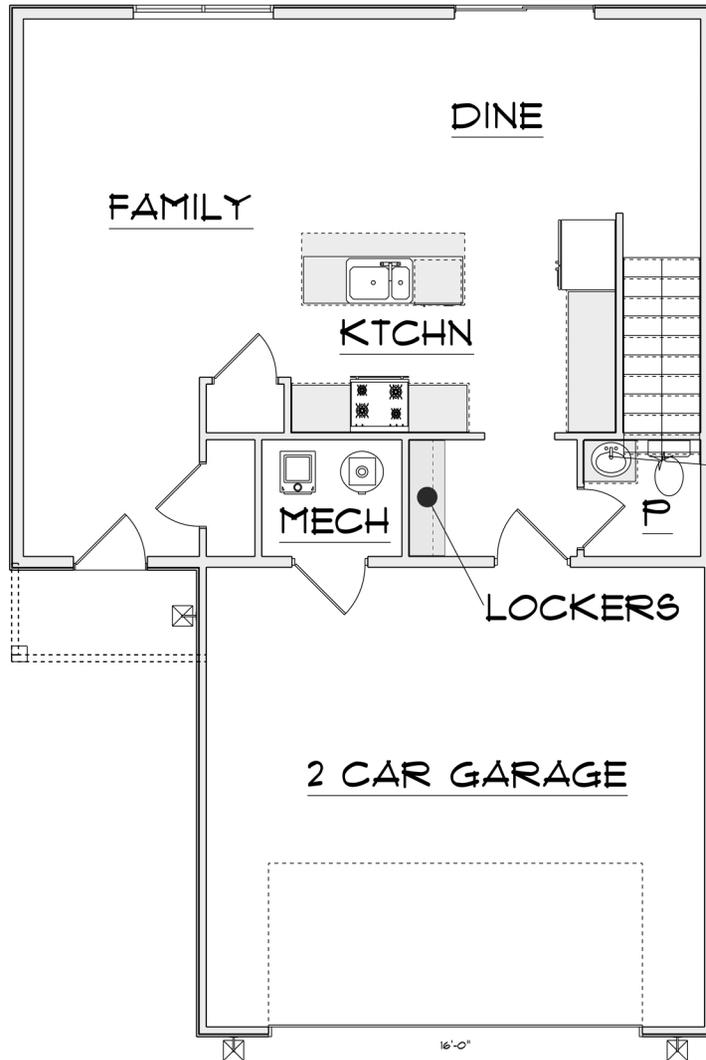
1592 - 2 Story

1,592 Sq Ft • 3 Bedrooms • 2.5 Baths • 2-Car Garage



1592 - 2 Story

1,592 Sq Ft • 3 Bedrooms • 2.5 Baths • 2-Car Garage



This illustration is an artists' rendering based on Watts Homes & Construction's current proposed development concepts, which continue to evolve & are subject to change without notice. This illustration is not to scale. No guarantee is made that the facilities & features depicted will be constructed or that, if constructed, the number, type, size & location will be as depicted on this illustration. Access to & use of certain areas may be restricted. The common & surrounding properties will undergo continuing growth & development, & conditions within sight may change. This illustration does not show the legal boundaries of the community; please refer to the recorded plats. Because Watts Homes & Construction does not own or control the land outside the boundary of the community, Watts Homes & Construction does not guarantee the accuracy of any matters or conditions shown on this illustration outside the boundary of the community and/or the current or future uses of those properties. © Watts Homes & Construction, Kalamazoo, MI

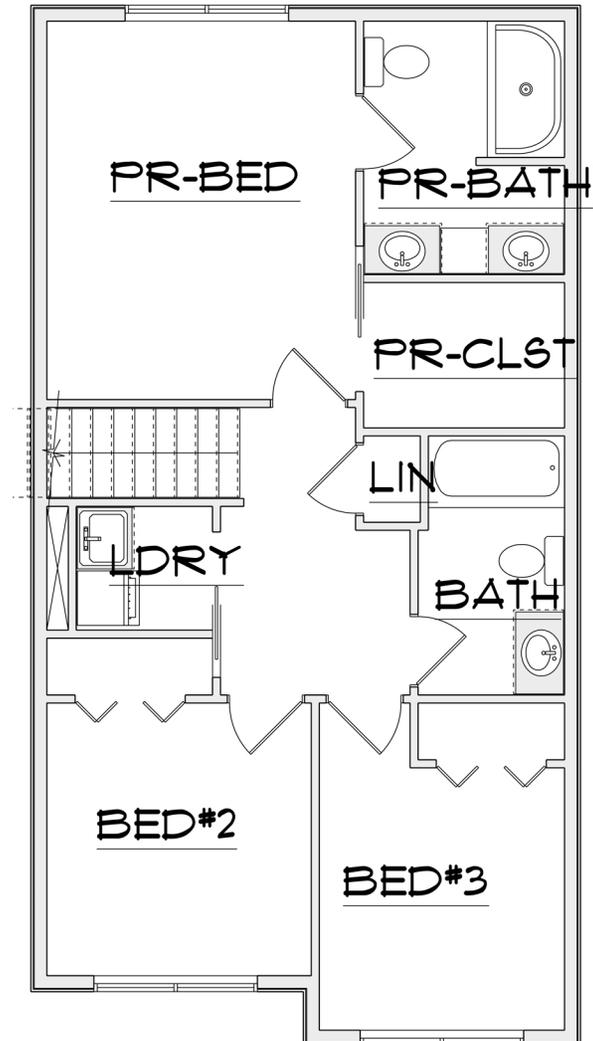
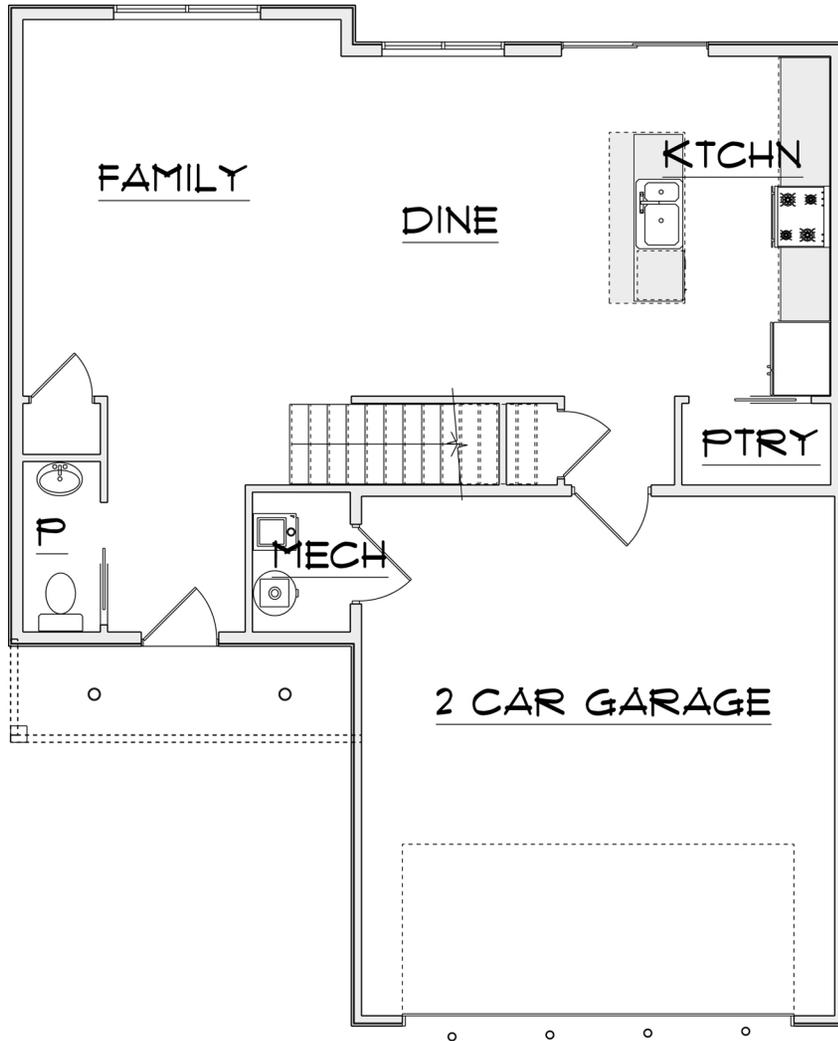
1677 - 2 Story

1,677 Sq Ft • 3 Bedrooms • 2.5 Baths • 2-Car Garage



1677 - 2 Story

1,677 Sq Ft • 3 Bedrooms • 2.5 Baths • 2-Car Garage



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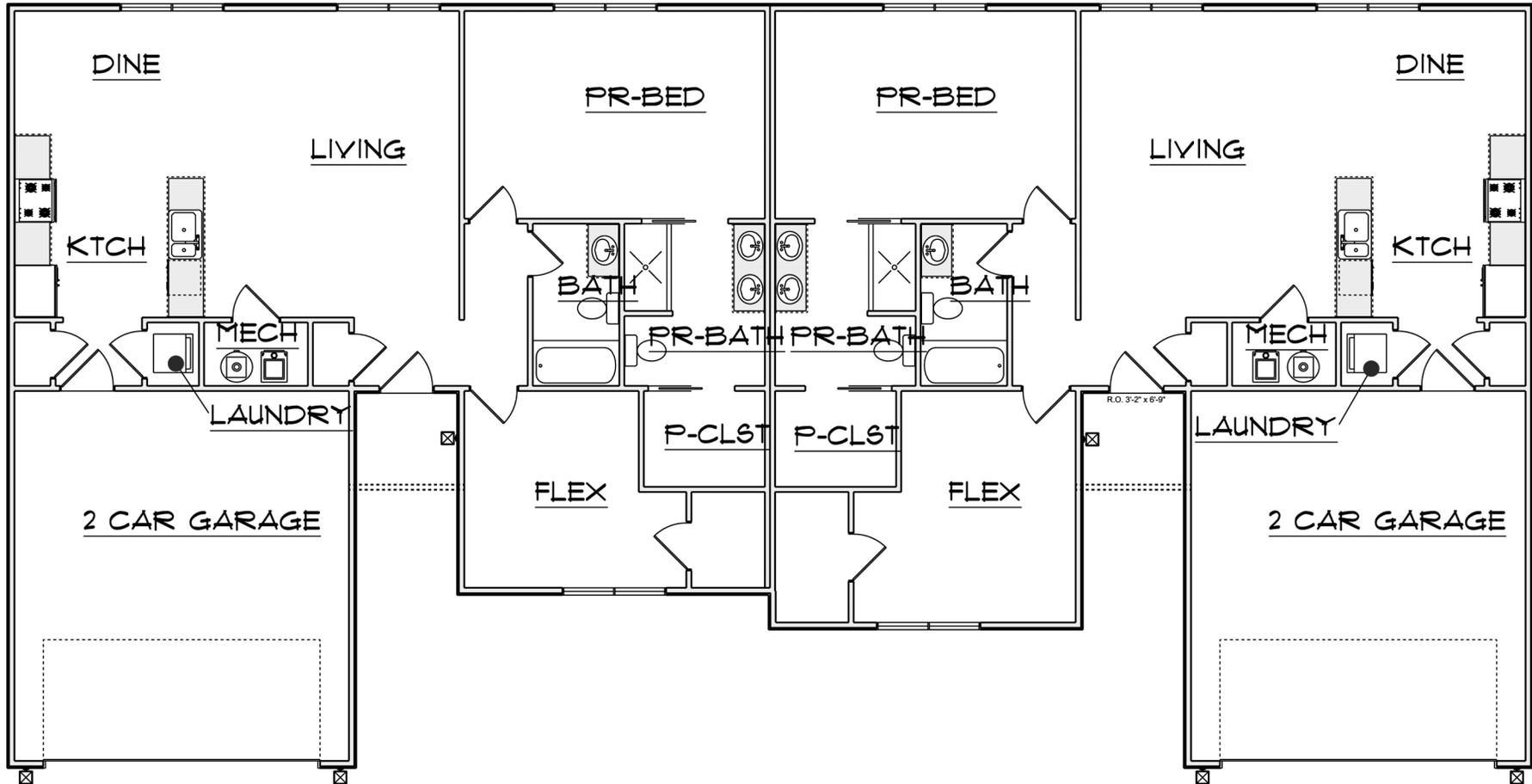
2 Unit Condo - Ranch

1,203 Sq Ft • 2 Bedrooms • 2 Baths • 2-Car Garage Per Unit



2 Unit Condo - Ranch

1,203 Sq Ft • 2 Bedrooms • 2 Baths • 2-Car Garage Per Unit



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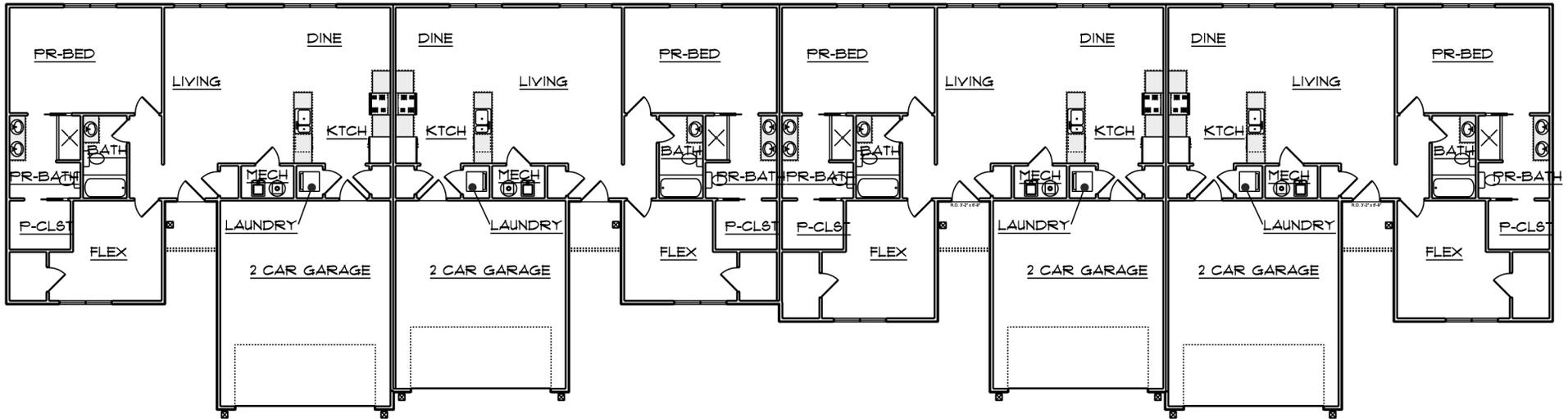
4 Unit Condo - Ranch

1,239 Sq Ft • 2 Bedrooms • 2 Baths • 2-Car Garage Per Unit



4 Unit Condo - Ranch

1,239 Sq Ft • 2 Bedrooms • 2 Baths • 2-Car Garage Per Unit



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Investment Activity Report



City of Plainwell
 Investment Portfolio Detail - Unaudited
 at: 05/31/2025

Amanda Kersten, HR/Interim 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: **Amanda Kersten**
Digitally signed by Amanda Kersten
 Date: 2025.06.03 07:56:57 -04'00'

Investment Type	CUSIP	Principal Purchase	Monthly Interest Earned	Institution or Bank	Contact Name and Number	Purchase Date	Maturity Date	Yield	Remaining Days to Maturity
1 Pooled Investment*	N/A	\$1,584,386	\$5,803.78	Michigan Class	Jeff Anderson - 616.244.9376	03/28/2016		4.37%	
2 180-Day CD Renewal	N/A	\$248,331	\$835.30	Northstar Bank	Julie Smith - 810.329.7104	03/30/2025	09/30/2025	4.05%	122
3 365-Day CD	N/A	\$252,314	\$989.46	Grand River Bank	Christy Vierzen - 616.259.1322	06/10/2024	06/10/2025	4.90%	10
4 365-Day CD	N/A	\$94,516	\$955.88	First National Bank	Doug Johnson - 616.538.6040	11/16/2024	11/17/2025	4.19%	170
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									

Total Investments: \$2,179,547.35 \$8,584.42 = Monthly investment interest

Average Yield: 4.38%

Cash Activity for the Month

Cash, beginning of month: \$2,996,383.10
\$4,791.89 = Monthly bank account interest
 Cash, end of month: \$2,965,580.84
 Cash and Investments, end of month: \$5,145,128.19 \$13,376.31 = Total monthly interest earned

Justin Lakamper, City Manager
 I verify that this investment portfolio is in conformity with Michigan laws and the City's Investment Policy as approved by City Council.
 Insert Signature:

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

CITY OF PLAINWELL

ESTIMATED CASH BALANCE/FUND BALANCE REPORT

MONTH ENDED: **5/31/2025**

% OF FISCAL YEAR: **91.78%**

*** - Amounts taken from audited financial statements as of June 30, 2024**

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

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

FUND	AUDITED FIGURES AS OF MOST RECENT AUDIT *		CURRENT YEAR PERFORMANCE - UNAUDITED ***		ESTIMATED FUND BALANCE (AUDIT FB + ACT REV - ACT EXP)	TOTAL RECONCILED CASH AND INVESTED FUNDS	CURRENT YEAR AMENDED BUDGET EXP	EXPENSE BUDGET USED
	CASH AND INVESTED FUNDS BALANCE	FUND BALANCE	ACTUAL REVENUE YTD - CASH BASIS	ACTUAL EXPENSE YTD - CASH BASIS				
General	1,182,116	1,241,074	2,408,587	2,380,798	1,268,863	1,274,009	2,788,893	85.37%
Major Streets	160,731	190,388	406,012	158,198	438,202	443,072	373,067	42.40%
Local Streets	554,419	525,858	162,430	476,587	211,701	248,049	529,547	90.00%
Solid Waste	66,416	64,804	231,664	199,111	97,357	97,357	227,074	87.69%
Brownfield BRA	40,631	3,037	138,260	140,897	400	400	151,210	93.18%
Tax Increment TIFA	202,979	200,512	130,471	44,897	286,085	286,085	52,422	85.65%
Downtown DDA	154,012	151,768	111,160	58,364	204,563	206,106	88,342	66.07%
Revolving Loan	51,169	64,056	5,863	-	69,919	57,032	10,000	0.00%
Capital Improvement	42,150	77,265	111,059	79,363	108,961	108,962	86,113	92.16%
Fire Reserve	45,180	45,180	109,740	75,891	79,029	79,029	77,141	98.38%
Airport	31,838	33,648	55,212	58,803	30,057	22,178	89,517	65.69%
Sewer	2,016,160	1,979,501	1,608,980	2,193,121	1,395,359	1,136,192	2,662,983	82.36%
Water	1,948,490	1,762,953	837,768	1,858,150	742,570	927,285	1,824,499	101.84%
Motor Pool / Equipment	48,792	43,723	335,333	223,540	155,516	152,472	254,435	87.86%
OPEB**	136,231	89,021	53,064	40,143	101,942	106,900	59,061	67.97%
	6,681,314	6,472,788	6,705,602	7,987,864	5,190,525	5,145,128	9,274,304	86.13%

Justin Lakamper, City Manager	Amanda Kersten, HR/Interim Treasurer
I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate.	I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate.
Insert Signature:	Insert Signature:
	Amanda Kersten <small>Digitally signed by Amanda Kersten Date: 2025.06.03 07:55:45 -04'00'</small>

06/05/2025

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL
INVOICE ENTRY DATES 05/23/2025 - 06/05/2025
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Vendor Code	Vendor Name	Description	Amount
000004	PLAINWELL AUTO SUPPLY INC		
	741168	DPS - WASHER FULD CAR #5 KC	9.29
	741326	DPS - WINCH RESCUE BOAT TRAILER KC	69.59
	741499	DPW - BATTERY(2) WELL 7 GENERATOR AB	504.98
	742023	DPS - MOTOR OIL CAR #6 JP	27.96
TOTAL FOR: PLAINWELL AUTO SUPPLY INC			611.82
000009	CONSUMERS ENERGY		
	2025.05	WR PLANT ELECTRIC MAY 2025	7,187.66
	2025.05 2	CITY WIDE ELECTRIC MAY 2025	3,837.97
	2025.05 CW	CITY WIDE ELECTRIC MAY 2025	6,190.24
TOTAL FOR: CONSUMERS ENERGY			17,215.87
000014	MICHIGAN GAS UTILIITIES CORP		
	5481041995	AIRPORT GAS APRIL 2025	38.58
TOTAL FOR: MICHIGAN GAS UTILIITIES CORP			38.58
000034	VERIZON		
	6113133176	DPW/WR ALARM SERVICE 4/11 - 5/10/2025	44.85
	6114286791	CITY CELL/HOT SPOT SERVICE 4/24 - 5/23/2025	181.61
	6114286792	EOC/DPS PHONE SERVICE 4/24 - 5/23/2025	154.20
TOTAL FOR: VERIZON			380.66
000079	ALLEGAN COUNTY NEWS		
	16798	ADMIN - MAY 2025 LEGALS AK	520.00
TOTAL FOR: ALLEGAN COUNTY NEWS			520.00
000087	BILL G BOMAR		
	2025.6	RETIREE HEALTH PREMIUM REIMBURSEMENT JUNE 2025	370.00
TOTAL FOR: BILL G BOMAR			370.00
000131	KEVIN CHRISTENSEN		
	2025.06	RETIREE HEALTH PREMIUM REIMBURSEMENT JUNE 2025	224.00
TOTAL FOR: KEVIN CHRISTENSEN			224.00
000157	DAVID RANTZ		
	2025.06	RETIREE HEALTH PREMIUM REIMBURSEMENT JUNE 2025	448.00
TOTAL FOR: DAVID RANTZ			448.00

000372	PREMIERE PRINTING CORP.		
	235055	ADMIN - CITY MAP BROCHURE(500)/KIOSK MAP JL	362.00
TOTAL FOR: PREMIERE PRINTING CORP.			362.00

000470	AARON CHAPMAN		
	2025.06	RETIREE HEALTH PREMIUM REIMBURSEMENT JUNE 2025	397.52
TOTAL FOR: AARON CHAPMAN			397.52

000609	MIDWAY CHEVROLET		
	21528	WR - TRUCK 1 OIL CHANGE/AIR FILTER/DOOR HINGE PIN	313.64
TOTAL FOR: MIDWAY CHEVROLET			313.64

000734	SAFETY-KLEEN SYSTEMS		
	96941893	DPW - USED OIL RECYCLING RN	130.60
TOTAL FOR: SAFETY-KLEEN SYSTEMS			130.60

001081	MIKE BRUCE		
	2025.05.13	DPS - REIMBURSEMENT FOR PATROL CAR OIL MB/KC	25.43
TOTAL FOR: MIKE BRUCE			25.43

001369	UNITED STATES POSTAL SERVICE		
	05/01/2025	BRA Postage SHPO	10.10
TOTAL FOR: UNITED STATES POSTAL SERVICE			10.10

001448	PROFESSIONAL CODE INSPECTIONS		
	25005	MAY 2025 PERMITS	1,862.00
TOTAL FOR: PROFESSIONAL CODE INSPECTIONS			1,862.00

001645	ALEXANDER CHEMICAL CORPORATION		
	95364	WR - CYLINDER RENTAL BP	31.50
TOTAL FOR: ALEXANDER CHEMICAL CORPORATION			31.50

001748	REPUBLIC SERVICES		
	0249-008563901	DPW - TWO CONTAINERS JUNE 2025	433.77
	0249-008564195	WR TWO CONTAINERS JUNE 2025	285.00
TOTAL FOR: REPUBLIC SERVICES			718.77

002002	USABLUBOOK		
	INV00724497	WR - DIGITAL HOT PLATE/LAB EQUIP BP	468.40
TOTAL FOR: USABLUBOOK			468.40

002116	CHARTER COMMUNICATIONS		
	005584501051425	DPS INTERNET/TV MAY 2025	309.94
TOTAL FOR: CHARTER COMMUNICATIONS			309.94

002149	DONNIE'S AUTO REPAIR		
	2025.05.27	DPW - BUCKET TRUCK R&R SHIFT TUBE CP	311.88

TOTAL FOR: DONNIE'S AUTO REPAIR			311.88
002219	CLARK TECHNICAL SERVICES		
	223 2025	CITY WIDE IT SERVICES MAY 2025	395.00
TOTAL FOR: CLARK TECHNICAL SERVICES			395.00
002371	RENEWED EARTH INC		
	34168	DPW - BROWN MULCH(2) FLOWER BEDS DR	80.00
	34174	DPW - BLACK(2)/BROWN(2) MULCH PNC LOT/FLOWERBE	160.00
	34221	DPW - JUNE 2025 COMPOST SITE MGMT	1,250.00
TOTAL FOR: RENEWED EARTH INC			1,490.00
002527	COPS HEALTH TRUST		
	2025.06	JUNE 2025 DENTAL/VISION PREMIUMS	1,571.80
TOTAL FOR: COPS HEALTH TRUST			1,571.80
002661	JIM KOESTNER INC		
	6044585/1	DPS - 2021 TAHOE *6452 OIL SERVICE/TIRE ROTATION KI	79.53
TOTAL FOR: JIM KOESTNER INC			79.53
002703	CONTINENTAL LINEN SERVICES INC		
	4198780	DPS RUGS	45.62
	4215452	CH RUGS	50.06
	4215454	DPW RUGS	83.59
	4215455	WR RUGS	32.02
TOTAL FOR: CONTINENTAL LINEN SERVICES INC			211.29
002755	MICHIGAN WATER ENVIRONMENT ASSOCIAT		
	05/13/2025	MWEA membership LK	100.00
TOTAL FOR: MICHIGAN WATER ENVIRONMENT ASSOCIAT			100.00
002756	ANGELS PEST CONTROL CO		
	2025.05.30	DPS - SPRING PEST TREATMENT KC	500.00
TOTAL FOR: ANGELS PEST CONTROL CO			500.00
003087	TOTAL PROPERTY MANAGEMENT		
	104735	DPS - ORD MOW/TRIM/BLOW 203 WEST BRIDGE KC	200.20
TOTAL FOR: TOTAL PROPERTY MANAGEMENT			200.20
004168	SBF ENTERPRISES		
	0140119	UB PRINT/MAIL JUNE 2025	146.93
	2025.6	UB POSTAGE JUNE 2025/MAY BILLING	402.52
TOTAL FOR: SBF ENTERPRISES			549.45
004206	MADISON NATIONAL LIFE INSURANCE CO		
	1698624	JUNE 2025 LIFE INSURANCE PREMIUMS	383.77
TOTAL FOR: MADISON NATIONAL LIFE INSURANCE CO			383.77

004241	GHD SERVICES INC		
	340-0146956	MARCH 2025 PROFESSIONAL SERVICES PFAS SAMPLING	2,470.25
TOTAL FOR: GHD SERVICES INC			2,470.25

004785	PRIORITY HEALTH		
	251350001926	JUNE 2025 HEALTH INSURANCE PREMIUMS	23,555.76
TOTAL FOR: PRIORITY HEALTH			23,555.76

004794	UNITED HEALTHCARE INSURANCE COMPANY		
	2025.06 TOWN	RETIREE HEALTH INSURANCE JUNE 2025 - TOWN	302.50
	2025.06 WHIT	RETIREE HEALTH INSURANCE JUNE 2025 - WHITNEY	302.50
TOTAL FOR: UNITED HEALTHCARE INSURANCE COMPANY			605.00

004796	SILVERSCRIPT INSURANCE COMPANY		
	2025.06 TOWN	RETIREE PRESCRIPTION COVERAGE JUNE 2025 - TOWN	28.30
	2025.06 WHIT	RETIREE PRESCRIPTION COVERAGE JUNE 2025 - WHITNEY	28.30
TOTAL FOR: SILVERSCRIPT INSURANCE COMPANY			56.60

004855	PLAINWELL ACE HARDWARE		
	19872	DPW - WEED PREVENTION FLOWERS DR	15.99
	19878	DPW - LAMP(4)/MISC(2) SHERWOOD IRRIGATION AB	21.94
	19880	DPW - OUTLET/COVER/OUTLET BOX PNC PARKING LOT	21.96
	19886	DPW - BLACK PIPE/RECIP SHERWOOD PARK IRRIGATION	42.98
	19889	DPW - TARP STRAP SHERWOOD PARK AS	9.95
	19893	DPW - HOSE CLAMP(4)/COUPLE INSERT(2) SHERWOOD P	14.34
	19895	DPW - SPRINKLER HEAD/RISER/ELBOW SHERWOOD IRRIG	16.57
	19896	DPW - WEED PREVENTOR HICKS PARK/FLOWER BEDS JF	34.99
	19926	DPW - SPRAY PAINT FOR TRASH BINS/TRASH BAGS DR	250.89
	19927	DPW - HUNTER GREEN SPRAY PAINT FOR TRASH BINS DR	32.95
	20002	WR - CLEANING SUPPLIES LK	69.13
TOTAL FOR: PLAINWELL ACE HARDWARE			531.69

005004	ACTIVE 911 INC		
	05/02/2025	Subscription renewal	330.75
TOTAL FOR: ACTIVE 911 INC			330.75

005012	UNITED BANK		
	2025.05.29	ACH FEE UB POSTAGE PS/RB	7.00
	2025.05.30 10:17A	ACH FEES 1ST PYMTS RB	7.00
	2025.06.04 9:03	ACH FEES PAYROLL	7.00
TOTAL FOR: UNITED BANK			21.00

005023	VAIRKKO TECHNOLOGIES, LLC		
	30237	MAY 2025 TRAINING COURSE CONTENT	67.80
	30238	MAY 2025 EMPLOYEE TRAINING SOFTWARE	97.80
TOTAL FOR: VAIRKKO TECHNOLOGIES, LLC			165.60

005040	US INTERNET		
	5184780	SECURANCE EMAIL FILTERING 6/13 - 7/13/2025	70.00
TOTAL FOR: US INTERNET			70.00

005041	EVOQUA WATER TECHNOLOGIES		
	907051899	WR - ODOR CONTROL MAY 2025	200.00
TOTAL FOR: EVOQUA WATER TECHNOLOGIES			200.00

005047	STAPLES, INC.		
	6032496502	ADMIN - PAPER/BATTERIES RB	157.76
TOTAL FOR: STAPLES, INC.			157.76

005064	R & R ASSESSING INC		
	2025.6	JUNE 2025 ASSESSING SERVICES	1,750.00
TOTAL FOR: R & R ASSESSING INC			1,750.00

005125	8X8 INC		
	5028094	CITY WIDE PHONES MAY 2025	630.37
TOTAL FOR: 8X8 INC			630.37

005171	FLYERS ENERGY LLC		
	CFS-4266788	DPS FUEL FOR POLICE VEHICLES 5/31/2025	822.40
TOTAL FOR: FLYERS ENERGY LLC			822.40

005173	OLDCASTLE INFRASTRUCTRE, INC		
	271002671	DPW - OLD ORCHARD STORM WATER REPAIRS CP	2,092.10
TOTAL FOR: OLDCASTLE INFRASTRUCTRE, INC			2,092.10

005178	SHILA KIANDER		
	2025.02.27	ADMIN - BOR TRAINING ANDRIE/CARTER MR	60.00
TOTAL FOR: SHILA KIANDER			60.00

005195	T-MOBILE USA INC		
	2025.5	CITY WIDE CELL PHONES/TABLETS 4/21 - 5/20/2025	417.91
TOTAL FOR: T-MOBILE USA INC			417.91

005220	DON MCGEHEE		
	2025.04.30	DPS - REIMBURSEMENT FOR PATROL CAR OIL DM/KC	32.93
	2025.04.30 2	DPS - REIMBURSEMENT FOR PATROL GAS DM/KC	24.01
TOTAL FOR: DON MCGEHEE			56.94

ACACH	ALLEGAN COUNTY TREASURER		
	2025.5	MAY 2025 TRAILER TAX	125.00
TOTAL FOR: ALLEGAN COUNTY TREASURER			125.00

CBEFT	HUNTINGTON NATIONAL BANK		

	2025.05	ADMIN - HUNTINGTON BANK SERVICE FEES MAY 2025 - R	30.00
TOTAL FOR: HUNTINGTON NATIONAL BANK			30.00

CC9999	DATA GUARDIAN		
	05/01/2025	City hall shredding	58.00
	05/01/2025	Service office vaccuum	125.00
	05/01/2025	S Main sidewalks	385.00
	05/01/2025	Trash cans	190.74
	05/01/2025	FB spring soiree	29.91
	05/01/2025	Conference - Unreceipted	225.00
	05/06/2025	Monthly	56.00
	05/07/2025	Patrol car fuel	6.00
	05/08/2025	Old orchard water testing	215.00
	05/08/2025	Paddles for rescue boat	84.29
	05/13/2025	DDA Ribbon/sign frame	77.23
	05/13/2025	Dog waste bags	289.77
	05/15/2025	Dripline/polyplug	65.22
	05/15/2025	Hose for watering flowers	23.93
	05/17/2025	Fuel for rescue boat	57.71
	05/19/2025	Duo essentials monthly	30.00
	05/21/2025	Waterproof phone cases	38.68
TOTAL FOR: AMAZON			1,957.48

COPEFT	CITY OF PLAINWELL		
	2025.06	JUNE 2025 CITY UB FOR MAY USAGE RB	1,184.51
TOTAL FOR: CITY OF PLAINWELL			1,184.51

HBEFT	HORIZON INVESTMENTS (BANK)		
	2025	2025 DEBT SERVICE - 2022 LTGO BOND - FARM RB	41,929.20
TOTAL FOR: HORIZON INVESTMENTS (BANK)			41,929.20

REFUND UB	GORDON, DENNIS		
	06/04/2025	UB refund for account: 03-00035700-00	7.46
TOTAL FOR: GORDON, DENNIS			7.46

SOMEFT	STATE OF MICHIGAN		
	2025.05	MAY 2025 SALES TAX RETURN - MTO	108.24
TOTAL FOR: STATE OF MICHIGAN			108.24

TOTAL - ALL VENDORS			109,567.77
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INVOICE AUTHORIZATION

Person Compiling Report

Amanda Kersten, HR/Interim Treasurer

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

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

Insert Signature:

Roxanne
Branch

Digitally signed by
Roxanne Branch
Date: 2025.06.05
11:46:22 -04'00'

Insert Signature:

Amanda
Kersten

Digitally signed by
Amanda Kersten
Date: 2025.06.05
13:33:24 -04'00'

Bryan Pond, Water Renewal Plant Supt.

Kevin Callahan, Public Safety Director

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

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

Insert Signature:

Insert Signature:

Bob Nieuwenhuis, Public Works Supt.

Justin Lakamper, City Manager

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

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

Insert Signature:

Insert Signature:

Justin
Lakamper

Digitally signed by Justin
Lakamper
Date: 2025.06.05
12:11:52 -04'00'

Reports & Communications:

A. City of Plainwell – Boards and Commissions Appointment List

Several board members' terms end on June 30, 2025. Clerk Leonard has confirmed with each candidate their willingness to serve for another term. Appointments are made by the Mayor, and subject to confirmation from Council. The City is currently accepting applications for the Planning Commission.

Recommended action: Consider confirming the Mayor's appointment of several community members to various boards and commissions.

B. City of Plainwell – Water Tower Maintenance and Painting

The water tower inspection for the City of Plainwell is handled by Dixon Engineering per EGLE requirements. Dixon Engineering provided recommendations for tower maintenance. Dixon put together a proposal for the City to paint and update the water tower, and received eight bids for the project. Dixon has recommended Fedewa Inc. for this project.

Recommended action: Council will consider approving a contract with Fedewa Inc. to complete the water tower painting and upgrades under the supervision of Dixon Engineering for the cost of \$84,499.00.

C. City of Plainwell – Selection of Mill Property Developer

The City owns approximately 15 acres of vacant land of the former paper mill complex which it has been marketing to area developers for a number of years and with the help of the MEDC. In November of 2023 the City released a request for qualifications from interested developers. The City did not receive any interest at the end of that request period. After that closed we were contacted by five separate developers who wanted to look at the land. Three of which engaged in preliminary conversations with the City. Ultimately two, Allen Edwin Homes and Watts Homes and Construction, wanted to move forward with the cities preference for building single family homes and condos. Both presented their concepts at the first city council meeting in May. At the second may meeting the City held an all boards workshop to discuss the proposals. The Council is being asked to select one developer with whom to enter into negotiations to establish a development agreement.

Recommended action: Council will consider instructing City Manager Lakamper to enter into negotiations to establish a development agreement with _____, for the creation of a housing development on Parcels 2 and 4 of the Mill property, and to negotiate the terms of conveyance for the same parcels.

Reminder of Upcoming Meetings

- June 10, 2025 – DDA/BRA/TIFA – 7:30am
- June 12, 2025 – Parks & Trees – 5:00pm
- June 18, 2025 – Planning Commission – 6:30pm
- **June 23, 2025 – City Council – 7:00pm**

Agenda Subject to Change

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