

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, January 13, 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 – 12/23/2024 Regular Meeting
6. Public Comments
7. County Commissioner Report
8. Agenda Approval
9. Mayor’s Report
10. Recommendations and Reports:
 - A. City – Resolution 2025-05 Guidelines for Poverty Exemptions
Council will consider adopting Resolution 2025-05 as presented.
 - B. DPW – Seasonal Salt Order
Council will consider approving a seasonal salt order from Detroit Salt for \$6,667.00.
 - C. DPW – Water Tower Renovation Project
Council will consider approving a professional services agreement with Dixon Engineering for Phase 1 of the water tower renovation project for \$11,500.00.
 - D. DPS – Axon Body Worn Cameras installment payment #3
Council will consider approving the third of five total annual installment payments to Axon Body Worn Cameras in the amount of \$5,916.45.
11. Communications: The December 2024 Investment and Fund Balance reports.
12. Accounts Payable - \$1,172,207.00
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
December 23, 2024

1. Mayor Keeler called the regular meeting to order at 7:00pm in City Hall Council Chambers.
2. Invocation: Given by Dan Martin of Lighthouse Baptist Church.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Wisnaski, Councilmember Keeney and Councilmember Green. Absent: None
5. Approval of Minutes:
A motion by Steele, seconded by Wisnaski, to amend the 12/09/2024 minutes to reflect that Councilmember Keeney was absent, not Councilmember Wisnaski, and then accept and place on file the amended Council Minutes of the 12/09/2024 regular meeting. On a voice vote, all voted in favor. Motion passed.
6. Public Comment: None.
7. County Commissioners Report:
Commission Dugan gave an update of happenings throughout Allegan County.
8. Agenda approval:
A motion by Steele, seconded by Wisnaski, to approve the Agenda for the December 23, 2024 meeting as presented. On a voice vote, all voted in favor. Motion passed.
9. Mayor's Report: None.
10. Recommendations and Reports:
 - A. City Manager Lakamper stated that he and Community Development Manager Siegel had worked together to create bylaws for the Zoning Board of Appeals, bringing all Boards and Commissions in line with Redevelopment Ready Community standard requirements.
A motion by Steele, seconded by Wisnaski, to adopt the Zoning Board of Appeals bylaws as presented. On a roll call vote, all voted in favor. Motion passed.
 - B. Clerk Leonard discussed the Resolutions 2025-01 through 2025-04. The four Resolutions designate Ordinance Enforcement Officers, Council Meeting dates, Employee Holiday dates and Street Flag dates for 2025.
A motion by Steele, seconded by Green, adopting Resolution 2025-01 - 2025 Ordinance Enforcement Officers, Resolution 2025-02 - 2025 Council Meeting Dates, Resolution 2025-03 - 2025 Employee Holidays and Resolution 2025-04 - 2025 Street Flag Dates as presented. On a roll call vote, all voted in favor. Motion passed.
11. Communications:
A motion by Steele, seconded by Wisnaski, to accept and place on file the November 2024 Department of Public Safety and Water Renewal Monthly Reports, the 11/12/2024 DDA/BRA/TIFA meeting minutes and the 11/14/2024 Parks & Trees meeting minutes. On a voice vote, all voted in favor. Motion passed.
12. Accounts Payable:

MINUTES
Plainwell City Council
December 23, 2024

A motion by Keeney, seconded by Wisnaski, that the bills be allowed and orders drawn in the amount of \$268,304.15 for payment of the same. On a roll call vote, all voted in favor. Motion passed.

13. Public Comments: None.

14. Staff Comments:

Clerk Leonard had nothing to report.

City Manager Lakamper discussed that NAPA Auto had been offered and agreed to a different building site location on the Mill property.

15. Council Comments:

Councilmember Keeney asked if there was any information on Spectrum's plans to bury service lines in the Old Orchard. He stated he was happy to be home, and wished everyone a Merry Christmas and Happy New Year.

Councilmember Wisnaski wished everyone a Merry Christmas and Happy New Year.

Mayor Pro-Tem Steele thanked City Staff for their hard work on the Christmas party, sharing that the food was great! She wished everyone a Merry Christmas and Happy New Year.

Councilmember Green wished everyone a Merry Christmas and Happy New Year.

16. Adjournment:

A motion by Steele, seconded by Wisnaski, to adjourn the meeting at 7:20pm. On a voice vote, all voted in favor. Motion passed.

Minutes respectfully
submitted by,
JoAnn Leonard
City Clerk

MINUTES APPROVED BY CITY COUNCIL
January 13, 2025

JoAnn Leonard, City Clerk

Resolution 2025-05
City of Plainwell
Allegan County, Michigan

GUIDELINES FOR POVERTY EXEMPTIONS

At a regular meeting of the Plainwell City Council, held in the Plainwell City Hall Council Chambers, 211 North Main Street, Plainwell, MI on January 13, 2025 at 7:00 PM.

The following resolution was offered by Councilmember _____ and was supported by Councilmember _____.

WHEREAS, the adoption of guidelines for poverty exemptions is required of the City Council; and

WHEREAS, the principal residence of persons who the Assessor and Board of Review determine by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 390 of 1994 (MCL 211.7u); and

WHEREAS, pursuant to PA 390 of 1994, the City of Plainwell adopts the following guidelines for the Board of Review to implement. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household.

To be eligible, a person shall do all the following on an annual basis:

- 1) Be an owner of and occupy as a principal residence the property for which an exemption is requested.
- 2) File an application with the Assessor or Board of Review, accompanied by federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns filed in the immediately preceding year or in the current year.
- 3) File a claim reporting that the combined assets of all persons do not exceed the current asset guidelines. Assets include but are not limited to; real estate other than the principal residence, personal property, motor vehicles, recreational vehicles and equipment, certificates of deposit, savings accounts, checking accounts, stocks, bonds, life insurance, retirement funds, etc.
- 4) Produce a valid driver's license or other form of identification if requested.
- 5) Produce, if requested, a deed, land contract, or other evidence of ownership of the property for which an exemption is requested.
- 6) Meet the federal poverty income guidelines as defined and determined annually by the United States Department of Health and Human Services or alternative guidelines adopted by the governing body providing the alternative guidelines do not provide eligibility requirements less than the federal guidelines.
- 7) The application for an exemption shall be filed after January 1, but one day prior to the last meeting of the Board of Review in December. The filing of this claim constitutes an appearance before the Board of Review for the purpose of preserving the right of appeal to the Michigan Tax Tribunal.

The following are the federal poverty income guidelines which are updated annually by the United States Department of Health and Human Services. The annual allowable income includes income for all persons residing in the principal residence.

Federal Poverty Guidelines for 2025 Assessments

<u>Number of Persons Residing in the Principal Residence</u>	<u>Poverty Guidelines Annual allowable income</u>
1 person	\$15,060
2 persons	\$20,440
3 persons	\$25,820
4 persons	\$31,200
5 persons	\$36,580
6 persons	\$41,960
7 persons	\$47,340
8 persons	\$52,720
Each additional person, add	\$5,380

Maximum Asset Standards

To be eligible for a poverty exemption, the applicant and all persons residing in the principal residence/homestead (combined) must not have assets that exceed the Maximum Asset Standards, excluding the principal residence, one vehicle, and monies received pursuant to MCL 206.520 (homestead property tax credit). Assets include, but are not limited to; real estate other than the principle residence, personal property, recreational vehicles, checking/savings accounts, stocks, bonds, life insurance, retirement funds, etc.

The Maximum Asset Standards are as follows:

<u>Number of Persons Residing in the Principal Residence</u>	<u>Maximum Total Assets</u>
1 person	\$25,000
2 persons	\$31,000
3 persons	\$37,500
4 persons	\$43,750
5 persons	\$50,000
6 persons	\$56,250
7 persons	\$62,500
8 persons	\$68,750
9 or more persons	\$75,000

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Assessor and Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption.

Amount of Exemption: Public act 253 of 2020 requires that Poverty Exemptions be granted ONLY in the percentages stated below. The Board of Review shall follow these guidelines in granting or denying a poverty exemption. If the Board of Review determines that a person claiming a poverty exemption qualifies under the eligibility requirements of these guidelines, the Board of Review shall grant the exemption in whole or in part, as follows:

1. A full exemption equal to a 100% reduction in taxable value for the tax year in which the exemption is granted.
2. A partial exemption equal to one of the following:
 - a) A 50% reduction in taxable value for the tax year in which the exemption is granted.
 - b) A 25% reduction in taxable value for the tax year in which the exemption is granted.

The Board of Review shall not grant an exemption in any other amount under these guidelines unless the City has received approval from the State Tax Commission to grant exemptions in any other percentage reduction, and which shall be applied in a form and manner prescribed by the State Tax Commission.

THE FOLLOWING INCOME FIGURES WILL BE USED TO DETERMINE THE AMOUNT OF EXEMPTION FOR A SINGLE PERSON HOUSEHOLD:

\$15,060 AND UNDER: 100% EXEMPTION

\$15,061 TO \$18,825: 50% EXEMPTION

\$18,826 TO \$22,590: 25% EXEMPTION

HOUSEHOLDS WITH MULTIPLE RESIDENTS WILL BE CALCULATED BY THE BOARD OF REVIEW AND ASSESSOR IN THE SAME MANNER AS ESTABLISHED ABOVE.

RESOLUTION DECLARED ADOPTED by the Plainwell City Council on January 13, 2025.

Ayes: _____
Nays: _____
Absent: _____

JoAnn Leonard, City Clerk

CERTIFICATE:

I the undersigned being the duly qualified Clerk of the City of Plainwell, Allegan County Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Plainwell, Michigan, at a regular meeting of the City Council held on the 13th day of January 2025.

JoAnn Leonard, City Clerk



"The Island City"

MEMORANDUM

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

TO: City Council / Justin Lakamper, City Manager
FROM: Robert Nieuwenhuis
DATE: 1/9/2025
SUBJECT: Seasonal Salt order

SUGGESTED MOTION: I motion to approve Detroit Salt to deliver the seasonal salt order for The City of Plainwell at a cost of \$6,667.00 for the 2025 year.

BACKGROUND INFORMATION: The State of Michigan has a program through MI DEAL that chooses vendors for municipalities at bulk rate each year for salt. Detroit Salt is vendor that was awarded the seasonal salt award this year. We have always utilized this program without issue.

ANALYSIS: Vendor is chosen through MI DEAL program.

BUDGET IMPACT: This is a budgeted item.



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MEMORANDUM

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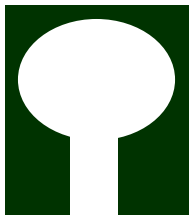
TO: City Council / Justin Lakamper, City Manager
FROM: Robert Nieuwenhuis
DATE: 1/9/2025
SUBJECT: Water Tower Renovation Project

SUGGESTED MOTION: I motion to approve the professional services agreement with Dixon Engineering for \$11,500 to start phase one of the water tower renovation project.

BACKGROUND INFORMATION: The City water tower is about 25 years old and needs a few updates and repairs. Dixon Engineering performs the inspections and recommends to the City what will keep our tower compliant and operational. This is the first phase of the project we plan to complete this summer. Dixon Engineering will write the specs for bidding and help with the contract and preconstruction meeting in this phase for \$11,500.

ANALYSIS: Dixon Engineering is and has been the engineering company that inspects and recommends repairs and cleaning to the City.

BUDGET IMPACT: This is a budgeted item.



DIXON

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

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-
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”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner”) and (“DIXON”) have executed this Agreement. The Owner’s Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: **Technical Specifications, Contract and Bidding Documents, Project Administration, and Pre-Construction Meeting for the 750,000 Gallon Composite** (“Project”).

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the (Estimated/Lump Sum) Amount of **\$11,500.**

Proposals / Agreement Signatures

Eric Binkowski, Project Manager _____ December 17, 2024
PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer) PROPOSAL DATE

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

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

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

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices be shall 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 Part 1
- B. Resident Project Representative (RPR): EXHIBIT A Part 1
- 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 that can be completed by the Owner. In most antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned to Exhibit B.
- D. Other Services: Services beyond the scope of Exhibit A 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.

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.

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 Owner'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 J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
 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 EJCDC merged with other EXHIBITS or not used.

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 AND OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR), If Antenna services are included those services are detailed in Exhibit B.

DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase. Exhibit B Antennas, when used, will follow the same format.

PART 1

A1.02 Design Phase – Technical Specifications:

A. Basic Services:

1. In preparing the Technical Specifications, use Design, Bid, Build Project Strategy.
2. DIXON shall prepare Technical Specifications and Drawings to include:
 - a. Additions to General Conditions of Construction Contract relevant to coating projects.
 - b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
 - c. Specifications for Coating Repair or Replacement.
3. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
5. After receipt, the Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
7. Providing logo drawings or models for Owner.
8. Visit the Site as needed to finalize the Design Phase documents.
9. In response to Owner's comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
10. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to the Owner the revised Technical Specifications.
11. If antennas may interfere or add costs to the Project a review of Exhibit B, Antennas is required. These services are available from DIXON or can be completed by the Owner. In most antenna carrier contracts, the fees for engineering services are back chargeable to the antenna carrier. It is essential that the responsibility for completion of Exhibit B services be well defined between DIXON and Owner as project delays may result in additional construction costs.

B. Design Phase – RPR Services–None

C. Design Phase – Owner's Responsibility:

1. Provide DIXON with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints-and upon DIXON's request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
2. Give instructions to DIXON regarding Owner's procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner's construction contract practices and requirements, insurance and bonding requirements, requirements for electronic transmittals during construction, other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents.

3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

A1.03 Bidding and Contract Document Phase:

A. Basic Services:

1. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.
2. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
3. Prepare and submit to Owner for compliance with local state and municipal requirements:
 - a. Section 00 00 00 Notice to Bidders.
 - b. Section 00 24 00 Project Summary.
 - c. Section 00 21 13 Instructions to Bidders.
 - d. Section 00 22 13 General Conditions as modified by DIXON. EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
 - e. Section 00 73 00 Supplemental Conditions to include insurance requirements furnished by Owner.
 - f. Section 00 52 00 Bid/Agreement Form as modified by DIXON.
 - g. Section 00 53 00 Schedule of Values Form.
4. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Owner. The Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
5. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.
6. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
7. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.
8. Send Bid Documents to selected Builders Exchanges and Dodge Reports.
9. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
10. Attend and document bid opening, create bid tabs, and notify bidders of results after authorization of Owner.
11. Review the bids submitted to the Owner and recommend an award in writing based on lowest responsible and responsive bidder.
12. If Owner agrees, issue Notice of Award to recommended Bidder.
13. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to the Owner for full review by their Insurance Consultant.
14. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).
15. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.

16. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.

B. Bidding and Contract Document Phase-RPR Services-None.

C. Bidding and Contract Documents Phase-Owner Responsibilities

1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.
2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.
3. Attend and participate in the pre-bid conference if any.
Provide a place for the bid opening and open the Bids received.
4. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney for legality and compliance with required indemnification, subrogation, amounts and all other insurance matters.
5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to the Owner by DIXON.

A1.04 Construction Phase:

A. Basic Services:

1. DIXON will consult with Owner and act as Owner'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-700-18 Standard General Conditions of the Construction Contract.
2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON 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 Point 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 are itemized in EXHIBIT C, Attachment C-1.

C. Construction Phase - Owner'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.
3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

A2.01 ADDITIONAL SERVICES

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
 1. All additional requested services and associated fees shall be documented by Exhibit K, Contract Amendment signed by both parties.

BASIS OF FEES, INVOICING AND PAYMENT

General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

Part 1 BASIS OF FEES

C1.00 Owner's Responsibility:

- A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), Post Construction Observation and Additional Services as detailed below and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

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 and Definitions 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 3 Construction, Basic, and RPR 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. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 - 3. 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.
 - a. 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.
 - b. The estimator then calculates Reimbursable Expenses based on the same criteria.
 - c. 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. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitutes full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
- C. 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.
 - 1. DIXON may use a Lump Sum for the entire project.
- D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in the Unit Price methods.
 - 1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).

2. Exhibit J Amendment: If Amendment changes Scope of Services, then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
 2. Exhibit B Antennas: LS, UP, or SHR or Combination per Exhibit K based on type of services.
 3. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
 4. 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.
- E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified as Basic Services 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 SHR method. These services are contracted services and thus are prior authorized.
- B. RPR Services contractually agreed services per Exhibit A 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 a Contract 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 contract such as Preconstruction Meeting and review of Final Pay Request. 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 thus 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. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.
- E. Antenna Services are defined in Exhibit B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in this Exhibit 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. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.
- 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 Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which

result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses is not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, 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 Owner 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 were determined to be a failed inspection and,
 - d. Work is defective, requires correction or replacement including additional inspection costs.
2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

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 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 Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner'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 Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner 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 requirements of these paragraphs are not negotiable. An RPR is a professional, and if the RPR remains on Site, the RPR is guaranteed the minimum number of hours. Negotiations may 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 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 to implement 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 Owner monthly. 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.
- B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- C. Failure to Pay: If Owner 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.
- D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner 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.
- E. 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 the Owner.

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 Observer is also working more than 40 hours, if work being completed rises to the level of reporting.
 - c. Rain days or no workdays as determined by Owner or Contractor- minimum billable time is 4 hours, no site time required.
 - d. Delayed start days as determined by Contractor, (ex. Rain delayed start) – minimum billable time is actual delay time and time on site. Total billable time cannot be less than 4 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 the Base Office. On site time at a minimum is time to complete observation 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 **Eleven Thousand and Five Hundred Dollars, \$11,500** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.02-Technical Specifications			\$7,500	Lump Sum
A1.03-Bidding and Contract Documents			\$2,500	Lump Sum
A1.04-Preconstruction Meeting			\$1,500	Unit Price
Total			\$11,500	

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

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

STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

<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	\$185.00 per diem	\$185.00 per diem
Meals	\$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. The 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 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 the 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	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	XLSX	
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.			
DOCX	Microsoft® Word. docx format.			
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.			

**GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR
EXHIBITS**

GP1.00 Time for Completion:

- A. The Effective Date of the Task Order and the times for completing services will be stated in each Task Order.
- B. 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 and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's Exhibit C Attachment 1 and 2.
- C. 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.
- D. The Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. 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.

GP1.01 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 construction 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 verbally by DIXON.

GP1.02 Standards of Performance and Limitations of Authority of DIXON with Owner and Owner's Contractor:

- 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. 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.
 - 1. DIXON and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided DIXON under this Agreement.
- C. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON/Owner/or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- D. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, 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.
- E. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.
- F. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible:
 1. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or
 2. the safety precautions and programs incident thereto,
 3. or security or safety at the Project site, nor
 4. for any failure of a Constructor's furnishing and performing of its work.
 5. DIXON shall not be responsible for the acts or omissions of any Constructor or
 6. for Constructor's compliance with Laws and Regulations.
- G. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services, nor assumes responsibilities for Contractor's failure to furnish material and provide the Work in accordance with Owner/Contractor Agreement.
- H. 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.
- I. 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.
- J. DIXON shall not be required to sign any document, no matter by whom requested, that would result in DIXON having to certify, guarantee, or warrant conditions whose existence DIXON cannot ascertain within the authorized scope of DIXON's services. The Owner agrees not to make resolution of any dispute with DIXON or payment of any amount due to DIXON in any way contingent upon DIXON signing any such document.
- K. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising 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.

GP1.03 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. NOTE: A delayed project may require revisions of the Bid Documents.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.
 - 2. DIXON grants Owner a limited license to use the Documents on the Specific Project.
 - 3. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. If Owner reuses or modifies documents without authorization, Owner shall indemnify and defend DIXON from any liabilities that result from the reuse.
 - 4. The limited license to the Owner shall not create any rights in third parties.

GP1.04 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 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 Task Order. Upon Owner's request, DIXON shall provide a copy of any such item to Owner at cost.

GP1.05 Suspension and Termination:

- A. Suspension:
 - 1. By Owner: Owner 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 Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
 - 3. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Task Order.
 - 4. A suspension under a specific Task Order, whether by Owner or DIXON, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.
- B. Termination for Cause – Main Agreement: The obligation to provide further services under this Agreement 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:
 - a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - b. DIXON shall have no liability to the Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven 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.
 - 3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.
- C. Termination for Cause – Task Order:

1. Either party may terminate a Task Order for cause upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph GP1.05.B.1 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; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. In addition to its termination rights in Paragraph GP1.05. B.1, DIXON may terminate a Task Order for cause upon 7 days' written notice:
 - a. If Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional.
 - b. If DIXON's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond DIXON's control: or
 - c. As the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern.
 3. DIXON will have no liability to the Owner on account of any termination by DIXON for cause.
- D. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner 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.
- E. Payments Upon Termination:
1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled to invoice Owner 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.
 2. The scheduled time between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

GP1.06 Controlling Law and Compliance with Laws and Regulations:

- A. DIXON shall comply with all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02. A above, and to the extent compliance is not inconsistent with professional practice requirements.
- B. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
 1. Changes after the Effective Date to Laws and Regulations.
 2. The receipt by DIXON; of changes after the Effective Date, of Owner-provided written policies and procedures.
- C. 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, and as modified by DIXON unless expressly indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

GP1.07 Dispute Resolution:

- A. The Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.
- B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party has any financial or relational control over any panel member. DIXON will select, based on expertise in dispute. (DIXON pays fees for their panel member, Owner pays fees of their member, and third member's fees are to be paid as directed by the panel, even though the panel's final dispute resolution is not accepted).
- C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

GP1.08 Environmental Condition of Site:

- A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern. For purposes of this Paragraph GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to Paragraph GP1.08. A, 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.
 1. 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.
 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
 3. 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.
 4. Constituents of Concern in the Coating Industry – DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C 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 C of C but are considered Disclosed C of C.
- C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.
- D. Owner acknowledges that DIXON is performing professional services for Owner 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.

INSURANCE REQUIREMENTS AND LIABILITY CONCERNS

The Agreement is supplemented to include the following agreement of the parties:

IR1.00 Insurance:

- A. The limits of liability for the insurance required on this project are as follows:
- B. By DIXON:
 - 1. Workers' Compensation: Statutory
 - 2. Employer's Liability:
 - a. Bodily injury, each accident \$1,000,000
 - b. Bodily injury by disease, each employee \$1,000,000
 - c. Bodily injury/disease, aggregate \$1,000,000
 - 3. General Liability:
 - a. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - b. General Aggregate \$2,000,000
 - 4. Excess or Umbrella Liability:
 - a. Per Occurrence \$5,000,000
 - b. General Aggregate \$5,000,000
 - 5. Automobile Liability:
 - a. Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000
 - 6. Professional Liability:
 - a. Each Claim Made \$2,000,000
 - b. Annual Aggregate \$2,000,000
- C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.
- D. 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 Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.
- F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights, and contain 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 DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. The Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.
- G. 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.
- H. At any time, Owner may request that DIXON or its Consultants, at Owner'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 Owner, and if commercially available, DIXON

shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit IR will be supplemented to incorporate this requirement.

I. Definitions:

1. Owner and Party 1 is Owner and Owner's officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
2. 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.

IR1.01 Limitation of Liability:

- A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in 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 Owner and anyone claiming by, through, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner'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

IR1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:

- A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement. DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

IR1.03 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 under the other party for damages caused in part by the negligence of the party and 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 Owner, DIXON, and all other negligent entities and individuals.



"The Island City"

MEMORANDUM

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

TO: Justin Lakamper, City Manager
FROM: Kevin Callahan, Director of Public Safety
DATE: January 10, 2025
SUBJECT: 3rd Installment of Body Worn Cameras

ACTION ITEM: I motion to approve the payment of \$5916.45 to Axon to be put toward the 3rd installment of payments for Axon Body Worn Cameras.

BACKGROUND INFORMATION: The Axon Body Worn Cameras were purchased in 2021 and under agreement with Axon the payments are spread out over 5 years with the cost being paid by the City of Plainwell and ½ the cost being refunded to the City of Plainwell under the Small Rural Tribal Body Worn Camera grant that we were awarded in 2022. A check will be written on behalf of the City of Plainwell to Axon. Once payment has been marked received, the SRT Grant will award the City of Plainwell a check for \$2958.22.

ANALYSIS: It is recommended that this purchase take place as it is an ongoing obligation for payments of Body Worn Cameras for patrol officers.

BUDGET IMPACT: The payment of the installment contract would use \$5916.45 from the budget and half of that amount would be refunded (\$2958.22) once proof of payment is uploaded to the SRT grant website. The total budget impact to the City would be \$2958.22.

ESTIMATED CASH BALANCE/FUND BALANCE REPORT

MONTH ENDED: **12/31/2024**



% OF FISCAL YEAR: **50.24%**

*** - 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	1,889,060	1,335,623	1,794,511	1,799,005	2,784,393	47.97%
Major Streets	160,731	190,388	140,414	78,008	252,794	257,664	373,067	20.91%
Local Streets	554,419	525,858	57,079	403,578	179,359	215,707	529,547	76.21%
Solid Waste	66,416	64,804	224,165	128,612	160,357	160,357	227,074	56.64%
Brownfield BRA	40,631	3,037	92,358	68,780	26,616	26,615	151,210	45.49%
Tax Increment TIFA	202,979	200,512	127,655	24,714	303,453	303,453	52,422	47.14%
Downtown DDA	154,012	151,768	107,354	34,538	224,584	224,584	88,342	39.10%
Revolving Loan	51,169	64,056	2,954	-	67,010	54,123	10,000	0.00%
Capital Improvement	42,150	77,265	106,856	40,113	144,008	144,009	86,113	46.58%
Fire Reserve	45,180	45,180	106,121	27,127	124,174	124,174	77,141	35.17%
Airport	31,838	33,648	32,919	35,979	30,588	25,223	89,517	40.19%
Sewer	2,016,160	1,979,501	886,983	1,570,956	1,295,527	1,027,893	2,662,983	58.99%
Water	1,948,490	1,762,953	499,609	1,589,174	673,388	862,682	1,824,499	87.10%
Motor Pool / Equipment	48,792	43,723	201,273	153,755	91,241	88,242	254,435	60.43%
OPEB**	136,231	89,021	29,075	18,203	99,893	104,807	59,061	30.82%
	6,681,314	6,472,788	4,503,875	5,509,161	5,467,502	5,418,537	9,269,804	59.43%

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:
 Justin Lakamper <small>Digitally signed by Justin Lakamper Date: 2025.01.03 12:52:28 -05'00'</small>	 Amanda Kersten <small>Digitally signed by Amanda Kersten Date: 2025.01.03 11:59:47 -05'00'</small>

Investment Activity Report



“The Island City”

City of Plainwell

Investment Portfolio Detail - Unaudited

at: 12/31/2024

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: 2025.01.03
12:00:41 -05'00'

	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	\$1,535,470	\$6,083.12	Michigan Class	Jeff Anderson - 616.244.9376	03/28/2016		4.68%	
2	90-Day CD Renewal	N/A	\$244,125	\$891.85	Northstar Bank	Julie Smith - 810.329.7104	12/30/2024	03/30/2025	4.10%	89
3	365-Day CD	N/A	\$247,373	\$970.09	Grand River Bank	Christy Vierzen - 616.259.1322	06/10/2024	06/10/2025	4.90%	161
4	365-Day CD	N/A	\$92,583	\$0.00	First National Bank	Doug Johnson - 616.538.6040	11/16/2024	11/17/2025	4.19%	321
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										

Total Investments: \$2,119,550.60 \$7,945.06 = Monthly investment interest

Average Yield: 4.47%

Cash Activity for the Month

Cash, beginning of month: \$3,307,915.40

\$5,334.37 = Monthly bank account interest

Cash, end of month: \$3,298,986.58

Cash and Investments, end of month: \$5,418,537.18 \$13,279.43 = 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: **Justin Lakamper**

Digitally signed by Justin
Lakamper
Date: 2025.01.03
12:52:49 -05'00'

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

01/09/2025

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL
INVOICE ENTRY DATES 12/20/2024 - 01/09/2025
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Vendor Code	Vendor Name	Description	Amount
000002	AT&T		
	2696851957 12	AIRPORT LANDLINE DECEMBER 2024	191.58
	2696856824 12	DPS LANDLINE DECEMBER 2024	191.58
TOTAL FOR: AT&T			383.16
000004	PLAINWELL AUTO SUPPLY INC		
	730448	DPW - BRAKE CLEAN (12) SHOP AB	45.48
	730450	DPS - BATTERY ACCESSORIES DM KC	37.99
	730464	DPS - BATTERY ACCESSORIES RETURN KC	(19.00)
	730552	DPW - CREEPER/WIPERS AS	122.25
	730553	DPW - BREAKAWAY (1) AS	4.79
	731142	DPW - 2008 CHEVY SIDE BEAM RL	20.79
	731166	DPS - WINDSHIELD WASHER (2) JW/KC	7.58
	731353	DPW - ANTIFREEZE #60A AS	13.29
TOTAL FOR: PLAINWELL AUTO SUPPLY INC			233.17
000009	CONSUMERS ENERGY		
	2024.12	CITY WIDE ELECTRIC DECEMBER 2024	8,930.06
	2024.12.2	CITY WIDE SERVICE DECEMBER 2024	4,340.69
	206792712889	WR PLANT ELECTRIC DECEMBER 2024	5,999.18
TOTAL FOR: CONSUMERS ENERGY			19,269.93
000011	SHOPPERS GUIDE INC		
	01381935	DDA - SHOP THE MERRY MILE ADVERTISEMENT DS	190.00
TOTAL FOR: SHOPPERS GUIDE INC			190.00
000014	MICHIGAN GAS UTILIITIES CORP		
	5287229300	WR PLANT SERVICE NOVEMBER 2024	2,466.61
	5287280910	DPS BUILDING SERVICE NOVEMBER 2024	519.16
	5287469605	CITY HALL SERVICE NOVEMBER 2024	120.13
	5287784371	WR - CUSHMAN GAS SERVICE NOVEMBER 2024	50.16
	5288483013	DPW BUILDING SERVICE NOVEMBER 2024	389.20
	5289897019	WATER CHEM ROOM NOVEMBER 2024	156.74
	5290042648	WR - 12TH ST LIFT NOVEMEBER 2024	39.37
	5290917184	DPW BACK BARN NOVEMBER 2024	299.45
	5296327862	AIRPORT HANGER NOVEMBER 2024	42.58
TOTAL FOR: MICHIGAN GAS UTILIITIES CORP			4,083.40
000034	VERIZON		

	6101909290	EOC/DPS PHONE SERVICE 11/24 - 12/23/2024	154.08
TOTAL FOR: VERIZON			154.08

000059	GOIN POSTAL LLC		
	12/03/2024	Air Quality test postage	20.04
TOTAL FOR: GOIN POSTAL LLC			20.04

000087	BILL G BOMAR		
	2025.1	RETIREE HEALTH PREMIUM JANUARY 2025 BOMAR	348.80
TOTAL FOR: BILL G BOMAR			348.80

000131	KEVIN CHRISTENSEN		
	2025.1	RETIREE PEMIUMS JANUARY 2025	207.70
TOTAL FOR: KEVIN CHRISTENSEN			207.70

000138	AMERICAN OFFICE SOLUTIONS		
	38286402	DPS - COPIER LEASE/USAGE KC	173.24
TOTAL FOR: AMERICAN OFFICE SOLUTIONS			173.24

000153	FLEIS & VANDENBRINK INC		
	72068	PROFESSIONAL SERVICES NOVEMBER 2024 OLD ORCHAR	5,138.41
	72075	PROFESSIONAL SERVICES NOVEMBER 2024 S MAIN JL	558.00
TOTAL FOR: FLEIS & VANDENBRINK INC			5,696.41

000155	BRAVE INDUSTRIAL FASTENER		
	172940	DPW - TRUCK #15 CP	99.02
TOTAL FOR: BRAVE INDUSTRIAL FASTENER			99.02

000157	DAVID RANTZ		
	2024.12.02	REIMBURSEMENT SHOW ALLOWANCE RANTZ KC	98.45
	2024.12.4	REIMBURSEMENT SUPPLIES RANTZ KC	110.74
TOTAL FOR: DAVID RANTZ			209.19

000164	ETNA SUPPLY CO INC		
	S106023177.001	DPW - 6' CLAMP FOR MAIN BREAKS CP	343.00
TOTAL FOR: ETNA SUPPLY CO INC			343.00

000166	FISHER SCIENTIFIC		
	7591396	WR - STAR A211 BENCHTOP PH METER LK	1,089.74
TOTAL FOR: FISHER SCIENTIFIC			1,089.74

000243	JIFFY PRINT		
	23947	DPS - FOLDING COMPLAINT CARD (1000) KC	358.70
TOTAL FOR: JIFFY PRINT			358.70

000309	JOHN VARLEY		
	2024.12.23	REIMBURSEMENT SHOW ALLOWANCE VARLEY KC	72.61

TOTAL FOR: JOHN VARLEY			72.61
000310	FISHBECK, THOMPSON, CARR AND HUBER		
	446509	ADMIN - EGLE BROWNFIELD CLOSEOUT REPORT DS/JL	5,000.00
TOTAL FOR: FISHBECK, THOMPSON, CARR AND HUBER			5,000.00
000365	MISS DIG 811		
	20250673	2025 TRANSMISSION-BASED MEMBERSHIP	1,265.66
TOTAL FOR: MISS DIG 811			1,265.66
000500	TRUCK & TRAILER SPECIALTIES, INC.		
	DSO015734	DPW - CUSHION VALVE TRUCK #15 CP	155.63
TOTAL FOR: TRUCK & TRAILER SPECIALTIES, INC.			155.63
000624	AIS CONSTRUCTION-JOHNDEERE POWERPLN		
	G76245	DPW - CLAW BLADE(2)/LOCK WASHER/BOLT/NUT LOAD	1,263.72
	G78606	DPW - OCV FILTER LOADER # 60A AB	74.96
TOTAL FOR: AIS CONSTRUCTION-JOHNDEERE POWERPLN			1,338.68
000708	CARLETON EQUIPMENT CO.		
	12/20/2024	Nut/bolt bobcat broom	355.36
TOTAL FOR: CARLETON EQUIPMENT CO.			355.36
000760	ALLEGAN COUNTY SHERIFFS DEPT		
	2024.11	DPS - SHERIFS CREW ASSIST PARKS CP	163.00
	2024.12	DPW - DECEMBER 2024 SHERIFFS CREW ASSIST CP	177.00
TOTAL FOR: ALLEGAN COUNTY SHERIFFS DEPT			340.00
000855	STATE OF MICHIGAN- MIDEAL		
	2025	2025 MIDEAL MEMBERSHIP #238	180.00
TOTAL FOR: STATE OF MICHIGAN- MIDEAL			180.00
000910	GRAINGER		
	9354490972	DPW - STEEL FOR TRUCK #12 AB	138.04
	9356504994	WR - MINIATURE BAYONET LK	19.15
	9359863751	WR - THERMAL UNIT (6) LK	233.22
TOTAL FOR: GRAINGER			390.41
000947	WYOMING ASPHALT PAVING INC.		
	2024-734	DPW - CRUSHED MILLINGS (30) CP	525.00
TOTAL FOR: WYOMING ASPHALT PAVING INC.			525.00
000962	STATE OF MICHIGAN		
	761-11288236	WR - 2025 ANNUAL BOISOLIDS FEE BP	1,580.12
TOTAL FOR: STATE OF MICHIGAN			1,580.12
000964	RAPA ELECTRIC INC		

	S13953	WR - VFD/FUJI FRENIC-MEGA DRIVE CUSHMAN LK	1,553.08
TOTAL FOR: RAPA ELECTRIC INC			1,553.08
000991	SAFETY SERVICES INC		
	132951	WR - ELECTRICAL GLOVES (1) BP	76.09
TOTAL FOR: SAFETY SERVICES INC			76.09
001112	WATER ENVIRONMENT FEDERATION		
	12/03/2024	Membership BP	244.00
	12/03/2024	Membership LK	235.00
TOTAL FOR: WATER ENVIRONMENT FEDERATION			479.00
001413	NCL OF WISCONSIN		
	513530	WR - LAB SUPPLIES/ B-12D 50ML (12) LK	72.25
TOTAL FOR: NCL OF WISCONSIN			72.25
001448	PROFESSIONAL CODE INSPECTIONS		
	240012	DECEMBER 2024 PERMITS	605.00
TOTAL FOR: PROFESSIONAL CODE INSPECTIONS			605.00
001645	ALEXANDER CHEMICAL CORPORATION		
	89884	WR - 4 CYLINDERS CHLORINE/4 CYLINDERS SULFUR DIOXI	1,571.62
	90116	WR - CYLIDER RENTAL LK	17.50
TOTAL FOR: ALEXANDER CHEMICAL CORPORATION			1,589.12
001650	STATE OF MICHIGAN		
	12/03/2024	Service Fee	13.27
TOTAL FOR: STATE OF MICHIGAN			13.27
001748	REPUBLIC SERVICES		
	0249-008422917	DPW - TWO CONTAINERS JANUARY 2025	433.77
	0249-008423208	WR - TWO CONTAINERS JANUARY 2025	285.00
TOTAL FOR: REPUBLIC SERVICES			718.77
001829	PERCEPTIVE CONTROLS INC		
	16685	WR - VALVE REPAIR/INSTALLATION AT PLANT BP	818.50
TOTAL FOR: PERCEPTIVE CONTROLS INC			818.50
001854	MODEL FIRST AID		
	00000136361	DPW - SAFETY SUPPLIES CP	93.17
TOTAL FOR: MODEL FIRST AID			93.17
001888	MICHIGAN ASSOC. OF MUNICIPAL CLERKS		
	12/19/2024	2025 Clerks Institute	700.00
TOTAL FOR: MICHIGAN ASSOC. OF MUNICIPAL CLERKS			700.00
001947	E-Z TREE TRANSPLANTING INC.		

	102860	DPW - TREES MOVED FOR OLD ORCHARD 2024	4,800.00
TOTAL FOR: E-Z TREE TRANSPLANTING INC.			4,800.00

002002	USABLUEBOOK		
	INV00577705	WR - FILTER(2)/NOTEBOOK(6)/MEMO BOOKS(10)/PHOSP	322.31
	INV00578781	WR - SB 1-1/2" BALL VALVE LK	184.95
	INV00579387	WR - SODIUM HYDROXIDE 500ML LK	16.35
TOTAL FOR: USABLUEBOOK			523.61

002116	CHARTER COMMUNICATIONS		
	005584501121424	DPS INTERNET/TV DECEMBER 2024	297.71
	172241901120724	AIRPORT INTERNET DECEMBER 2024	84.54
TOTAL FOR: CHARTER COMMUNICATIONS			382.25

002219	CLARK TECHNICAL SERVICES		
	9	DECEMBER 2024 CITY WIDE IT SERVICES RB/JL	1,053.95
	9.DPS	DPS - INSTALL AND CONFIGURE NEW DPS FIREWALL	3,300.00
TOTAL FOR: CLARK TECHNICAL SERVICES			4,353.95

002246	ELHORN ENGINEERING CO.		
	304886	DPW - WELLHOUSE #7 REPAIRS/ROLLER ASSY CP	608.61
	304902	DPW - CHEMICALS FOR WELLS 4 & 7 CP	826.00
TOTAL FOR: ELHORN ENGINEERING CO.			1,434.61

002281	HOME DEPOT		
	0010183	DPW - RIBBON FOR TREE PRESENTS CP	119.76
	1010791	DPW - GROUND BAR KIT/JUNCTION BOX AB	39.47
	2014651	DPW - 6X6-8'(3)/2X10-8'(2)/SCREWS BROOKS PLAZA SIGN	146.47
	5015113	DPW - LIGHT CLIPS(100) CHRISTMAS RL	9.98
	5110109	DPW - REFUND FOR RIBBON RETURN CP	(49.90)
	5622924	WR - DEWALT STRAP/UTILITY LIGHT (2PK) LK	43.86
	6120289	DPW - UTILITY ROLL LIGHT UP THE NIGHT RN	169.00
	6520612	WR - VACUUM/FABRIC SPRAY LK	84.97
	8010308	DPW - CABLE TIES CHRISTMAS RL	69.88
	8621542	DPW - POST BASE(8)/SCREWS/PARAWEDGE(25) BROOKS	138.82
TOTAL FOR: HOME DEPOT			772.31

002283	AXON ENTERPRISE, INC.		
	INUS307089	DPS - 2025 BASIC LICENSE BUNDLE KC	207.19
TOTAL FOR: AXON ENTERPRISE, INC.			207.19

002371	RENEWED EARTH INC		
	33624	DPW - JANUARY 2025 COMPOST SITE MANAGEMENT RN	1,250.00
TOTAL FOR: RENEWED EARTH INC			1,250.00

002439	AMERICAN LEGAL PUBLISHING CORPORATI		
	39547	ADMIN - ANNUAL CODE OF ORDINANCE ONLINE 2/4/25 -	495.00

TOTAL FOR: AMERICAN LEGAL PUBLISHING CORPORATI			495.00
002527	COPS HEALTH TRUST		
	2025.1	JANUARY 2025 DENTAL/VISION PREMIUMS	1,728.98
TOTAL FOR: COPS HEALTH TRUST			1,728.98
002582	COSGROVE ENTERPRISES LLC		
	15433	DPW - 6 YARDS ASPHALT MILLINGS CP	138.00
TOTAL FOR: COSGROVE ENTERPRISES LLC			138.00
002703	CONTINENTAL LINEN SERVICES INC		
	4080200	DPW RUGS	71.06
	4080201	WR RUGS	29.92
	4085903	DPS RUGS	42.62
TOTAL FOR: CONTINENTAL LINEN SERVICES INC			143.60
002787	ESPER ELECTRIC		
	33870	DPW - ELECTRICAL WORK AT DPS/WELLHOUSE/LIGHT PO	2,321.73
	33990	WR - PLANT REPAIRS BP	925.12
	34016	WR - CUSHMAN ST REPAIRS BP	3,027.47
TOTAL FOR: ESPER ELECTRIC			6,274.32
003024	BRIAN KELLEY		
	1001	ADMIN - PROFESSIONAL SERVICES DECEMBER 2024 JL	1,650.00
TOTAL FOR: BRIAN KELLEY			1,650.00
003067	HELPNET		
	145-4824	EMPLOYEE ASSISTANCE PROGRAM 1/1 - 3/31/2025	299.88
TOTAL FOR: HELPNET			299.88
004127	COOK RICK		
	24-0009	2025 CITY CALENDAR PS	900.00
TOTAL FOR: COOK RICK			900.00
004168	SBF ENTERPRISES		
	0139685	ADMIN - 2025 CITY CALENDAR PREP/MAIL PS	601.30
	0139698	UB PRINT/MAIL JANUARY 2025	97.83
	2024.12.1	UB POSTAGE DECEMBER 2024/NOVEMBER USAGE PS	419.91
	2025.01	UB POSTAGE JANUARY 2025/DEC USAGE PS	413.41
TOTAL FOR: SBF ENTERPRISES			1,532.45
004206	MADISON NATIONAL LIFE INSURANCE CO		
	1667472	JANUARY 2025 LIFE INSURANCE PREMIUMS	365.24
TOTAL FOR: MADISON NATIONAL LIFE INSURANCE CO			365.24
004253	NATIONAL HOSE TESTING SPECIALTIES I		
	01955	DPS - 2024 GROUND LADDER TESTING KC	862.40

TOTAL FOR: NATIONAL HOSE TESTING SPECIALTIES I			862.40
004785	PRIORITY HEALTH 24350000947	JANUARY 2025 HEALTH INSURANCE PREMIUMS	26,203.05
TOTAL FOR: PRIORITY HEALTH			26,203.05
004794	UNITED HEALTHCARE INSURANCE COMPANY 2025.01 TOWN	RETIREE HEALTH INSURANCE JANUARY 2025 - TOWN	302.50
	2025.01 WHIT	RETIREE HEALTH INSURANCE JANUARY 2025 - WHITNEY	302.50
TOTAL FOR: UNITED HEALTHCARE INSURANCE COMPANY			605.00
004796	SILVERSCRIPT INSURANCE COMPANY 2025.01 TOWN	RETIREE PRESCRIPTION COVERAGE JANUARY 2025 - TOW	28.30
	2025.01 WHIT	RETIREE PRESCRIPTION COVERAGE JANUARY 2025 - WHIT	28.30
TOTAL FOR: SILVERSCRIPT INSURANCE COMPANY			56.60
004806	LL JOHNS & ASSOCIATES INC 12700	AIRPORT GENERAL LIABILITY 11/1/2024 - 11/1/2025 BK	3,780.00
	12952	AIRPORT UNDERGROUND STORAGE TANK INSURANCE 20	1,245.05
TOTAL FOR: LL JOHNS & ASSOCIATES INC			5,025.05
004812	FISH WINDOW CLEANING 2647-148085	WR - WINDOW CLEANING BP	32.00
TOTAL FOR: FISH WINDOW CLEANING			32.00
004837	MUNIWEB 55793	DECEMBER 2024 WEBSITE HOSTING/RES SCHEDULING	250.00
TOTAL FOR: MUNIWEB			250.00
004852	PACE ANALYTICAL SERVICES LLC 2550256952	WR - ANNUAL IPP TESTING LK/BP	1,139.87
TOTAL FOR: PACE ANALYTICAL SERVICES LLC			1,139.87
004855	PLAINWELL ACE HARDWARE 18577	DPW - MISC FASTENERS/WIRE LAMP/SNAP BOLT JF	32.08
	18606	WR - DUSTER/ELEC CLEANER BP	21.98
	18621	DPW - DAWN DISH SOAP SHOP AS	9.18
	18622	DPW - MISC FASTENERS BOBCAT BROOM AS	5.66
	18624	WR - VP 50:1 FUEL 128OZ (2) LK	55.98
	18632	DPW - DIGITAL CALIPER 6" AB	34.99
	18646	DPW - LED CRD WORK LIGHT SHOP AS	45.00
	18650	DPW - AIRPORT METAL REPAIR TAPE/TAPING KNIFE AB	22.98
	18654	DPW - MISC FASTENERS/PAINT QT/BRUSH HYDRANTS W	52.62
	18666	DPW - PIPE INSULATION/MOP AIRPORT AB	23.58
	18668	DPW - WALL PATCH REPAIR/JOINT COMPOUND AIRPORT	37.97
	18669	DPW - TAPING KNIFE/MUD PAN AB	25.58
	18671	DPW - WALL REPAIR PATCH (2) AIRPORT AB	13.98

	18694	DPW - SNOW SHOVEL(2) RN	55.98
	18724	DPW - GATE HOOK(2)/HWH SELF DRILL 10X1 1871 GARB	28.76
	18727	WR - FAUCET NO KINK/ELBOW/NIPPLE LK	21.57
	18733	DPW - BATTERIES C/AAA WELLHOUSES WK	25.98
	18734	DPW - MISC FASTENERS/DW XP FLP DISC(2) #15 AB	43.94
	18736	DPW - HAMMER DRILL 1/2 8AMP SHOP TOOL AB	149.00
	18737	DPW - LED LIGHTS (2) DPS DR	27.98
	18739	DPS - CABLETIE (100) FOR GUN BOX DM/KC	13.99
	18741	DPS - BATTERIES (2) BR/KC	31.98
	18744	DPW - MISS DIG FLAGS WK	12.99
TOTAL FOR: PLAINWELL ACE HARDWARE			793.75
004858	FERGUSON WATERWORKS		
	0215000	DPW - WATER PARTS INVENTORY JF/CP	167.72
TOTAL FOR: FERGUSON WATERWORKS			167.72
004886	REPUBLIC SERVICES		
	0249-008431520	JANUARY 2025 CITY WIDE RECYCLING	4,799.06
TOTAL FOR: REPUBLIC SERVICES			4,799.06
005012	UNITED BANK		
	2024.12.26	ACH FEES WEEKLY TAX DISTRIBUTION RB	7.00
	2024.12.30 12:08	ACH FEES TAX DISTRIBUTION RB	7.00
	2024.12.30 12:12	ACH FEES PAYROLL BK/RB	7.00
	2024.12.30 12:32	ACH FEES 1ST ACH'S RB	7.00
	2024.12.30 LERETA	ADMIN - WIRE TRANSFER FEE LERETA TAX PAYMENT - AK	12.00
	2025.1.8 11:27	ACH FEES TAX DISTRIBUTION RB	7.00
	2025.1.8 12:43	ACH FEES UB PRENOTE PS/RB	7.00
TOTAL FOR: UNITED BANK			54.00
005015	CHECKALT-KLIK		
	224315	ELOCKBOX FEES DECEMBER 2024	143.31
TOTAL FOR: CHECKALT-KLIK			143.31
005023	VAIRKKO TECHNOLOGIES, LLC		
	28925	DECEMBER 2024 TRAINING COURSE CONTENT	67.80
	28926	DECEMBER 2024 EMPLOYEE TRAINING SOFTWARE	97.80
TOTAL FOR: VAIRKKO TECHNOLOGIES, LLC			165.60
005040	US INTERNET		
	4896468	SECURANCE EMAIL FILTERING 1/14/2025 - 2/13/2025	70.00
TOTAL FOR: US INTERNET			70.00
005041	EVOQUA WATER TECHNOLOGIES		
	906818114	WR - ODOR CONTROL DECEMBER 2024	200.00
TOTAL FOR: EVOQUA WATER TECHNOLOGIES			200.00

005047	STAPLES, INC. 6019241356	DPS - COPY PAPER/DIVIDERS/INDEX KC	47.18
TOTAL FOR: STAPLES, INC.			47.18
005049	QUADIENT FINANCE USA 2024.12	ADMIN - POSTAGE/LATE FEES RB	2,279.55
TOTAL FOR: QUADIENT FINANCE USA			2,279.55
005064	R & R ASSESSING INC 2025.1	JANUARY 2025 CITY ASSESSING SERVICES	1,700.00
TOTAL FOR: R & R ASSESSING INC			1,700.00
005081	RIVERRUN PRESS INC 174901	2025 CITY CALENDAR	3,035.00
TOTAL FOR: RIVERRUN PRESS INC			3,035.00
005087	PRO WATER TREATMENT LLC 0038955	CH REVERSE OSMOSIS YEARLY RENTAL 2025	264.00
TOTAL FOR: PRO WATER TREATMENT LLC			264.00
005090	BRADY ROBERTS 2024.12.28 2024.12.28 2	REIMBURSEMENT SHOE ALLOWANCE ROBERTS KC REIMBURSEMENT TRAINING MEALS KC	173.49 64.89
TOTAL FOR: BRADY ROBERTS			238.38
005122	GREAT LAKES ELEVATOR, LLC 11674	MILL FREIGHT ELEVATOR 1ST QTR 2025 MAINTENANCE	350.00
TOTAL FOR: GREAT LAKES ELEVATOR, LLC			350.00
005125	8X8 INC 4782267	CITY WIDE PHONES DECEMBER 2024	630.37
TOTAL FOR: 8X8 INC			630.37
005134	W SOULE & COMPANY 422573	WR - INSTALL 350LB MOTOR/ALINGMENT BP	4,492.00
TOTAL FOR: W SOULE & COMPANY			4,492.00
005165	SHULTS EQUIPMENT, LLC 0108803-IN	DPW - POLY WEAR PAD/LOCK NUTS TRUCK #12 CP	263.80
TOTAL FOR: SHULTS EQUIPMENT, LLC			263.80
005171	FLYERS ENERGY LLC CFS-4114751	DPS FUEL FOR POLICE VEHICLES 12/31/2024	583.06
TOTAL FOR: FLYERS ENERGY LLC			583.06
005189	JUSTIN LAKAMPER 2024.12.27	ADMIN - REIMBURSEMENT CITY SUPPLIES JL	94.34

TOTAL FOR: JUSTIN LAKAMPER			94.34
005195	T-MOBILE USA INC		
	2024.12	CITY WIDE CELL PHONE/TABLETS 11/21 - 12/20/2024	701.26
TOTAL FOR: T-MOBILE USA INC			701.26
005199	ENDUSTRA FILTER MANUFACTURERS		
	J245830-4-3	WR - TRI-VENT SERIES P09 FILTER BP	961.00
TOTAL FOR: ENDUSTRA FILTER MANUFACTURERS			961.00
005204	SMARTSIGHTS TECHNOLOGIES LLC		
	12/12/2024	Annual software support	1,450.00
TOTAL FOR: SMARTSIGHTS TECHNOLOGIES LLC			1,450.00
005211	LUKE KEYZER		
	2024.12.06	REIMBURSEMENT TRAINING MILAGE LK/BP	209.04
TOTAL FOR: LUKE KEYZER			209.04
005213	WHEN THEN PROJECT		
	INV-0001215	DPS - ANNUAL ACCESS PER USER (9) 11/12/2024 - 11/12/	486.00
TOTAL FOR: WHEN THEN PROJECT			486.00
999999	ACE HARDWARE		
	2024.12.19	DDA - LADIES LOOT REIMBURSEMENT (3) DS	75.00
TOTAL FOR: ACE HARDWARE			75.00
AAESAACH	ALLEGAN AREA EDUCATION SVC AGENCY		
	2024.12.21	DISTRIBUTE 2024 TAX COLLECTIONS W/E 12/21/2024	30,310.12
	2024.12.28	DISTRIBUTE 2024 TAX COLLECTIONS W/E 12/28/2024	15,736.85
	2025.1.4	DISTRIBUTE 2024 TAX COLLECTIONS W/E 01.04.2025	193,668.51
TOTAL FOR: ALLEGAN AREA EDUCATION SVC AGENCY			239,715.48
ACACH	ALLEGAN COUNTY TREASURER		
	2024.12.21	DISTRIBUTE 2024 TAX COLLECTIONS W/E 12/21/2024	1,448.81
	2024.12.28	DISTRIBUTE 2024 TAX COLLECTIONS W/E 12/28/2024	6,075.78
	2025.1	ADMIN - TRAILER TAX DECEMBER 2024	125.00
	2025.1.4	DISTRIBUTE 2024 TAX COLLECTIONS W/E 01.04.2025	75,147.91
TOTAL FOR: ALLEGAN COUNTY TREASURER			82,797.50
CBEFT	HUNTINGTON NATIONAL BANK		
	2024.12	ADMIN - HUNTINGTON BANK SERVICE FEES DECEMBER 2	30.00
TOTAL FOR: HUNTINGTON NATIONAL BANK			30.00
CC9999	DUO SECURITY		
	11/19/2024	Monthly Subscription	30.00
	12/01/2024	Armorers wrench set	66.40
	12/01/2024	icloud RN/AB	2.99

	12/01/2024	Ladies Night advertising	24.93
	12/03/2024	Ladies night swag	78.44
	12/04/2024	Shredding	58.00
	12/06/2024	Unreceipted charge	56.00
	12/17/2024	Replacement parts	48.48
	12/17/2024	Mirror for truck	73.98
	12/18/2024	Unreceipted charge	49.25
	12/20/2024	Unreceipted charge	23.02
	12/21/2024	Windshield 2016 Explorer	537.52
	12/22/2024	icloud RN/AB	2.99
TOTAL FOR: APPLE			<u>1,052.00</u>
COPEFT	CITY OF PLAINWELL		
	2024.12	CITY UTILITY BILLS JANUARY 2025 FOR DECEMBER 2024 U	769.65
TOTAL FOR: CITY OF PLAINWELL			<u>769.65</u>
PCSACH	PLAINWELL COMMUNITY SCHOOLS		
	2024.12.21	DISTRIBUTE 2024 TAX COLLECTIONS W/E 12/21/2024	135,969.34
	2024.12.28	DISTRIBUTE 2024 TAX COLLECTIONS W/E 12/28/2024	66,885.07
	2025.1.4	DISTRIBUTE 2024 TAX COLLECTIONS W/E 01.04.2025	480,075.86
TOTAL FOR: PLAINWELL COMMUNITY SCHOOLS			<u>682,930.27</u>
RDLACH	RANSOM DISTRICT LIBRARY		
	2024.12.21	DISTRIBUTE 2024 TAX COLLECTIONS W/E 12/21/2024	478.83
	2024.12.28	DISTRIBUTE 2024 TAX COLLECTIONS W/E 12/28/2024	2,091.88
	2025.1.4	DISTRIBUTE 2024 TAX COLLECTIONS W/E 01.04.2025	25,841.32
TOTAL FOR: RANSOM DISTRICT LIBRARY			<u>28,412.03</u>
REFUND UB	STEELE, JESSICA		
	12/26/2024	UB refund for account: 03-00028400-10	20.14
TOTAL FOR: STEELE, JESSICA			<u>20.14</u>
SOMEFT	STATE OF MICHIGAN		
	2024.12	DECEMBER 2024 AIRPORT/DDA SALES TAX RETURN	19.85
TOTAL FOR: STATE OF MICHIGAN			<u>19.85</u>
TOTAL - ALL VENDORS			1,172,207.00

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:

Insert Signature:

Roxanne
Branch
Digitally signed by Roxanne Branch
Date: 2025.01.09
13:42:08 -05'00'

Amanda
Kersten
Digitally signed by Amanda Kersten
Date: 2025.01.10
08:42:16 -05'00'

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:

Luke Keyzer
Digitally signed by Luke Keyzer
Date: 2025.01.10
07:20:17 -05'00'

Kevin A
Callahan
Digitally signed by Kevin A Callahan
Date: 2025.01.09
15:01:49 -05'00'

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:

Robert
Nieuwenhuis
Digitally signed by Robert Nieuwenhuis
Date: 2025.01.09
14:22:02 -05'00'

Justin
Lakamper
Digitally signed by Justin Lakamper
Date: 2025.01.10
08:42:57 -05'00'

Reports & Communications:

A. City – Resolution 2025-05 Guidelines for Poverty Exemptions

The United States Department of Health and Human Services updates federal poverty income guidelines annually. City Council is required to adopt poverty exemption guidelines, and has previously done so. The City Assessor recommends adopting the proposed poverty exemption guidelines as presented.

Recommended action: Consider adopting Resolution 2025-05 as presented.

B. DPW – Seasonal Salt Order

The State of Michigan has a program through MiDeal that chooses vendors for municipalities based on bulk rate pricing. Detroit Salt was awarded the seasonal salt contract this year.

Recommended action: Consider approving a seasonal salt order from Detroit Salt at a cost of \$6,667.00.

C. DPW – Water Tower Renovation Project

The City water tower is about 25 years old and it need of maintenance and repair. Dixon Engineering performs water tower inspections for the City, and recommends necessary repair and upgrades. This is Phase 1 of a project we plan to complete this summer. In Phase 1, Dixon Engineering will write the specs for bidding and help with the contract and preconstruction meeting.

Recommended action: Consider approving a professional services agreement with Dixon Engineering for Phase 1 of the water tower renovation project for \$11,500.00.

D. DPS – Axon Body Worn Camera installment payment #3

Axon Body Worn Cameras were purchased by the City in 2021. Under the agreement with Axon, payments are spread out over 5 years with the upfront cost paid by the City of Plainwell and half the cost being refunded under the Small Rural Tribal Body Worn Camera grant that we were awarded in 2022. A check will be written on behalf of the City of Plainwell to Axon. Once payment has been marked received, the SRT Grant will award the City of Plainwell a check for \$2958.22 (half the total cost of installment payment #3).

Recommended action: Consider approving installment payment #3 to Axon for the amount of \$5,916.45.

Reminder of Upcoming Meetings

- January 14, 2025 – DDA/BRA/TIFA – 7:30am
- January 15, 2025 – Planning Commission – 6:30pm
- January 16, 2025 – Parks & Trees – 5:00pm
- **January 27, 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