

# City of Plainwell



Rick Brooks, Mayor  
Lori Steele, Mayor Pro-Tem  
Brad Keeler, Council Member  
Todd Overhuel, Council Member  
Roger Keeney, Council Member

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

“The Island City”

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## AGENDA City Council Monday, November 27, 2017 7:00 PM

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes/Summary – 11/13/2017 Regular Meeting**
6. **General Public Comments**
7. **County Commissioner Report**
8. **Presentation – *Employee Recognition – Shirley Wilfinger***
9. **Agenda Amendments**
10. **Mayor's Report**
11. **Recommendations and Reports:**

**A. Site Plan Review – Ace Parking Lot Striping Pole Barn**

Council will consider approving the site plan for the addition of a pole bard at Ace Parking Lot Striping at 939 Industrial Drive.

**B. Board & Commission Member Appointments**

Council will consider confirming the Mayor's reappointment of Jim Higgs to the Planning Commission and Marsha Keeler to the Parks & Trees Commission, as well as the appointment of Rachel Colingsworth to the Planning Commission to complete Chris Slinkman's term.

**C. WR – Replace Dystor Methane Sensor**

Council will consider approving the purchase of a replacement sensor in the Dystor system from Evoqua Water Technologies for \$3,711.00.

**D. Public Safety Taser Purchase**

Council will consider approving the purchase of two (2) replacement electronic control devices from Axon Enterprise Inc. for \$4,337.52.

12. **Communications:** The October 2017 Public Safety and Water Renewal Reports, the DRAFT 11/13/2017 DDA-BRA-TIFA Minutes, the DRAFT 11/14/2017 Planning Commission Minutes.
13. **Accounts Payable - \$187,373.47**
14. **Public Comments**
15. **Staff Comments**
16. **Council Comments**
17. **Adjournment**

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

The Island City

Plainwell is an equal opportunity provider and employer

**MINUTES**  
**Plainwell City Council**  
**November 13, 2017**

1. Mayor Brooks called the regular meeting to order at 7:00 PM in City Hall Council Chambers.
2. Peter Dams from Lighthouse Baptist Church gave the invocation.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Brooks, Mayor Pro-Tem Steele, Councilman Keeler, Councilman Overhuel and Councilman Keeney. Absent: None.
5. Approval of Minutes/Summary:  
**A motion by Steele, seconded by Overhuel, to accept and place on file the Council Minutes and Summary of the 10/23/2017 regular meeting. On voice vote, all voted in favor. Motion passed.**
6. General Public Comments: None
7. County Commissioner Report: None.
8. Presentations:  
Community Development Siegel presented Jaqua Realtors with a plaque commemorating the 2017 Scarecrow Stroll winning entry.
9. Agenda Amendments: None
10. Mayor's Report: None.
11. Recommendations and Reports:
  - A. City Manager Wilson reported about the budgeted project for upgrading the Hill Street Lift Station and the purchase request being the first component of that upgrade.  
**A motion by Steele, seconded by Overhuel, to approve the purchase of pumps, railings, control panels and valves from Kerr Pump for \$30,550.00 as part of the Hill Street Lift Station Upgrade. On a roll-call vote, all in favor. Motion passed.**
  - B. Superintendent Updike reported about the budgeted project to paint the internal control room at the Water Reclamation Plant.  
**A motion by Keeney, seconded by Keeler, to approve the project with Kooi Industrial Painting for \$17,350.00 to pain the Internal Control Building at the Water Reclamation Plant. On a roll-call vote, all in favor. Motion passed.**
  - C. Superintendent Updike briefed Council about a new roof leak at Well #5 at the west end of Benhoy Street. Upon inspection, there is little of the existing roof remaining. This unbudgeted project will repair and replace the roof up to standards.  
**A motion by Keeler, seconded by Keeney, to approve a project with Modern Roofing Inc for \$4,844.00 to repair the roof at Well #5. On a roll-call vote, all in favor. Motion Passed.**
  - D. City Manager Wilson reported to Council about ongoing negotiations regarding the renewal of the lease agreement with AT&T for antenna space at the Thomas Street Water Tower. A third-party representative of AT&T has offered draft renewal language for a new 5-year lease, with renewal options. The offers have all come with a reduction in the current monthly rental revenue. City Manager Wilson noted that this water tower is used only for the antenna location and could be dismantled to free up the land for redevelopment. The city's attorney has review the draft agreement and offered a 6-month termination option, which would allow AT&T to research the viability of the Kenyon Park water tower. The current

**A motion by Steele, seconded by Keeney, to authorize the City Manager to negotiate the Thomas Street Water Tower Lease renewal with AT&T, with no reduction in revenue and with an option for a 6-month termination should the city decide to dismantle the tower. On a voice vote, all in favor. Motion Passed.**

- E. Clerk/Treasurer Kelley introduced Dan Veldhuizen from Siegfried Crandall who, along with his colleague Josh Gabrielse, reported about the audited financial statement as of and for the year ended June 30, 2017. No audit adjustments were presented, nor were any internal control weaknesses identified. Dan and Josh thanked the city staff for their cooperation and assistance during the audit.**

**A motion by Steele, seconded by Keeler, to accept and place on file the June 30, 2017 audited financial statements. On a voice vote, all in favor. Motion Passed.**

12. Communications:

- A. A motion by Steele, seconded by Overhuel, to accept and place on file the October 2017 Investment and Fund Balance Reports. On a voice vote, all in favor. Motion passed.**

13. Accounts Payable:

**A motion by Keeler, seconded by Overhuel, that the bills be allowed and orders drawn in the amount of \$200,542.74 for payment of same. On a roll call vote, all in favor. Motion passed.**

14. Public Comments None.

15. Staff Comments

Personnel Manager Lamorandier reported how great the Veteran's Memorial Service was on November 11.

Superintendent Updike reported his staff is working on leaf pickups and holiday preparations prevent the staff from modifying the leaf pickup schedule.

Community Development Siegel briefed Council on the new website. She noted the Indoor Farmer's Markets were going well – they continue on Saturdays from 10am to 2pm. She noted Shop Small Saturday coming up on November 25, which will have activities involving the Indoor Farmer's Market.

Clerk/Treasurer Kelley noted preparing for 2018 budgets and elections as well as policy updates.

City Manager Wilson introduced Phil Doorlag from Wightman & Associates who provided an update on the North Prince Street project. The concrete has been laid and the first layer of paving will be laid on Friday November 17. The project is on schedule and on budget. The finishing work, including a sidewalk trail on the west side of North Prince Street, will be done in the Spring of 2018.

16. Council Comments:

Councilman Keeler expressed concerns about the traffic behind the businesses on the west side of North Main and asked for increased police patrols, in response to complaints from business owners.

17. Adjournment:

**A motion by Steele, seconded by Overhuel, to adjourn the meeting at 7:43 PM. On voice vote, all voted in favor. Motion passed.**

Minutes respectfully  
Submitted by,  
Brian Kelley  
City Clerk/Treasurer

**SUMMARY**  
**Plainwell City Council**  
**November 13, 2017**

1. Mayor Brooks called the regular meeting to order at 7:00 PM in Council Chambers at City Hall.
2. Invocation given by Peter Dams from Lighthouse Baptist Church.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Brooks, Steele, Keeler, Overhuel and Keeney. Absent: None.
5. Approved Minutes/Summary of the 10/23/2017 regular meeting.
6. Recognized Jaqua Realtors as winners of the 2017 Scarecrow Stroll.
7. Approved purchase of pumps, railings, control panels and valves from Kerr Pump for \$30,550.00 as part of the Hill Street Lift Station Upgrade.
8. Approved project with Kooi Industrial Painting Inc to paint the Internal Control Building at the Water Reclamation Plant.
9. Approved project with Modern Roofing Inc. to repair/replace the roof at Well #5 for \$4,844.
10. Authorized the City Manager to negotiate a lease renewal with AT&T for the Thomas Street Water Tower with no reduction in revenue and with a 6-month opt out clause.
11. Accepted and placed on file the June 30, 2017 audited financial statements.
12. Accepted and placed on file the October 2017 Investment and Fund Balance reports.
13. Approved Accounts Payable for \$200,542.74.
14. Adjourned the meeting at 7:43 pm.

Submitted by,  
Brian Kelley  
City Clerk/Treasurer



# City of Plainwell



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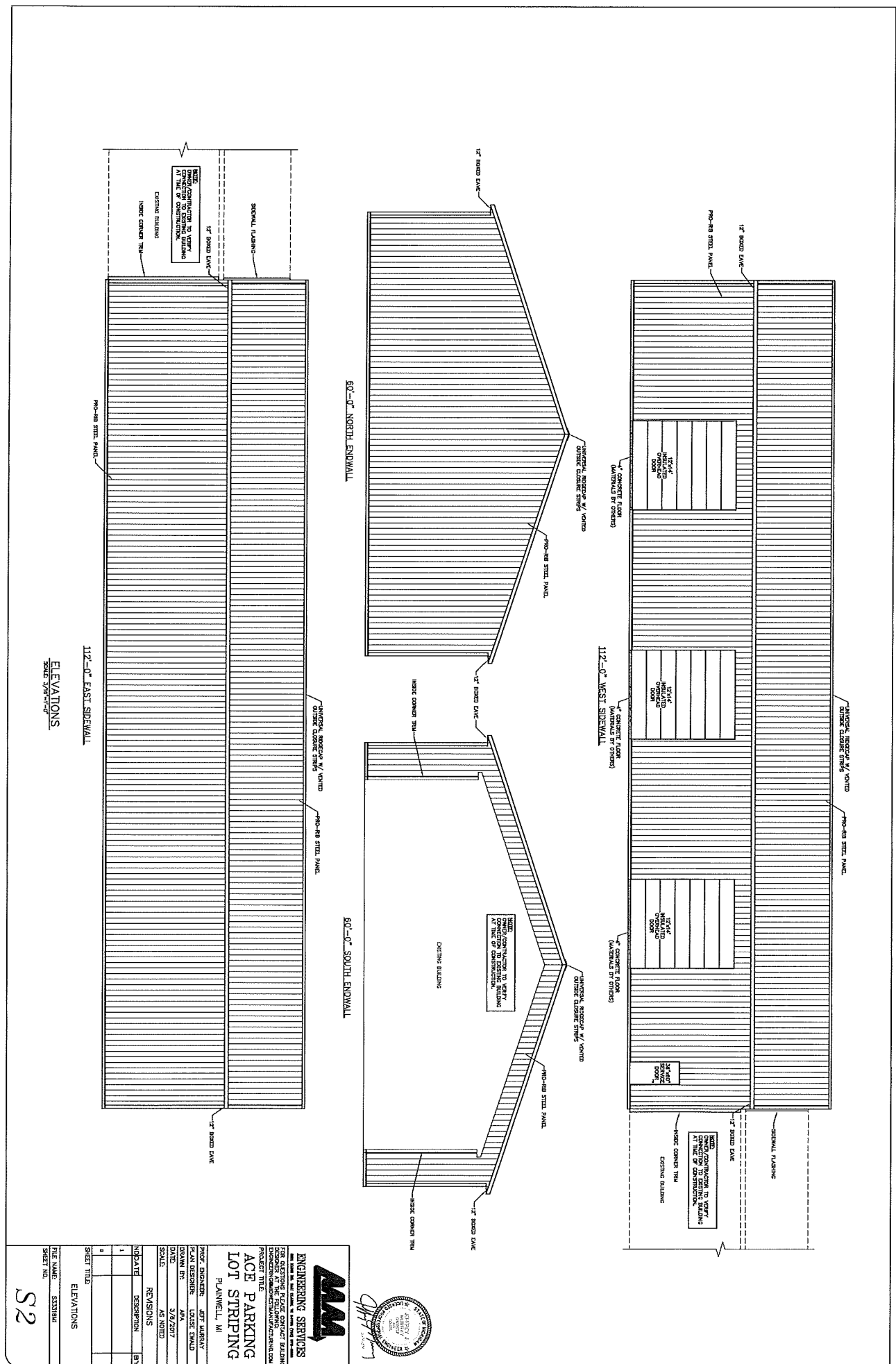
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## November 2017 Employee Recognition

**Congratulating 20 Years of Service**  
**Shirley Wilfinger – Administration**

*Administrative Assistant – Utility Billing*  
November 17, 1997 - current





12" BOARD AND BATTEN  
 180-DEGREE STEEL PANEL  
 12" CONCRETE MASONRY  
 EXISTING BUILDING  
 HIDE AND CONDUIT TO VERIFY AT TIME OF CONSTRUCTION

50'-0" NORTH ENDWALL

112'-0" WEST SIDEWALL

50'-0" SOUTH ENDWALL

112'-0" EAST SIDEWALL

ELEVATIONS  
 SCALE: 3/8" = 1'-0"

**ENGINEERING SERVICES**

FOR DESIGN OF PLACE CONTACT BUILDING  
 DESIGNER: CANTON STRIPING/PLANNING, INC.  
 PROJECT TITLE:  
**ACE PARKING  
 LOT STRIPING**  
 PLAINWELL, MI

PROJ. ENGINEER: JEFF LABRAY  
 PLANNING DESIGNER: LUCAS ENVALD  
 DRAWN BY: ADA  
 DATE: 3/8/2017  
 SCALE: AS NOTED

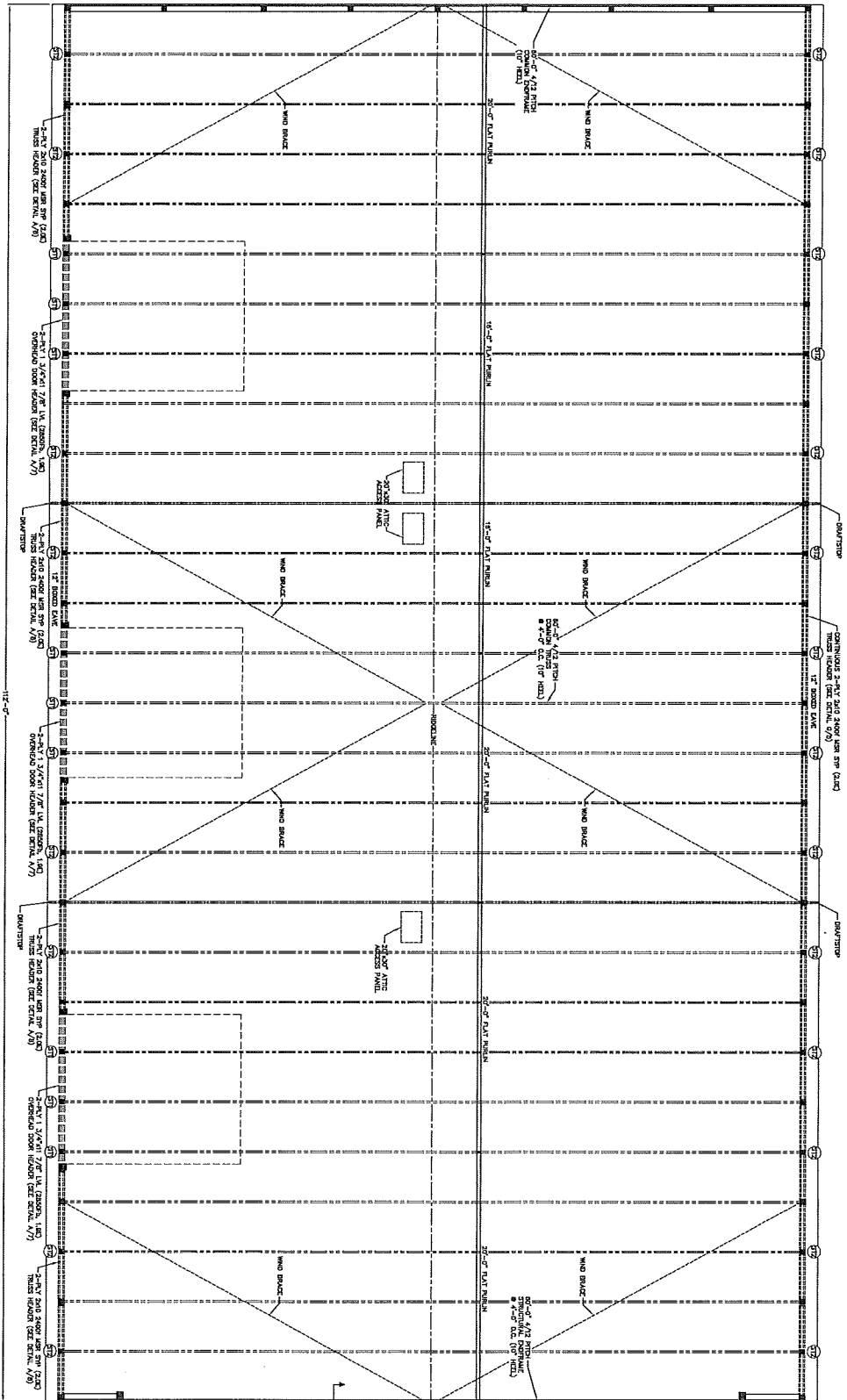
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SHEET TITLE:  
 ELEVATIONS

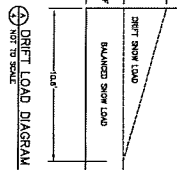
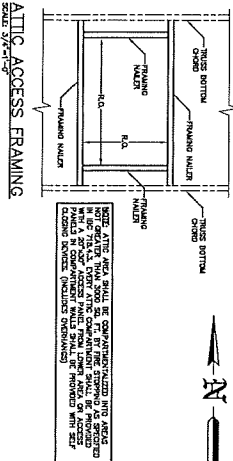
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ROOF FRAMING PLAN  
SCALE: 1/4"=1'-0"



ATTIC ACCESS FRAMING  
SCALE: 3/4"=1'-0"

DIRECT LOAD DIAGRAM  
NOTE: NOT TO SCALE

**NOTE:** ALL ROOF BRACING IS TO BE PROVIDED FOR THE TRUSS SYSTEM. BRACING SHALL BE PROVIDED FOR ALL TRUSS CHORDS. BRACING SHALL BE PROVIDED FOR ALL TRUSS JOINTS. BRACING SHALL BE PROVIDED FOR ALL TRUSS MEMBERS. BRACING SHALL BE PROVIDED FOR ALL TRUSS CONNECTIONS. BRACING SHALL BE PROVIDED FOR ALL TRUSS DETAILS. BRACING SHALL BE PROVIDED FOR ALL TRUSS ELEMENTS. BRACING SHALL BE PROVIDED FOR ALL TRUSS COMPONENTS. BRACING SHALL BE PROVIDED FOR ALL TRUSS PARTS. BRACING SHALL BE PROVIDED FOR ALL TRUSS ASSEMBLIES. BRACING SHALL BE PROVIDED FOR ALL TRUSS SYSTEMS. BRACING SHALL BE PROVIDED FOR ALL TRUSS STRUCTURES. BRACING SHALL BE PROVIDED FOR ALL TRUSS CONSTRUCTIONS. BRACING SHALL BE PROVIDED FOR ALL TRUSS INSTALLATIONS. BRACING SHALL BE PROVIDED FOR ALL TRUSS MAINTENANCE. BRACING SHALL BE PROVIDED FOR ALL TRUSS REPAIRS. BRACING SHALL BE PROVIDED FOR ALL TRUSS REPLACEMENTS. BRACING SHALL BE PROVIDED FOR ALL TRUSS MODIFICATIONS. BRACING SHALL BE PROVIDED FOR ALL TRUSS ALTERATIONS. BRACING SHALL BE PROVIDED FOR ALL TRUSS ADJUSTMENTS. BRACING SHALL BE PROVIDED FOR ALL TRUSS TIGHTENINGS. BRACING SHALL BE PROVIDED FOR ALL TRUSS LOOSENING. BRACING SHALL BE PROVIDED FOR ALL TRUSS MOVEMENTS. BRACING SHALL BE PROVIDED FOR ALL TRUSS SETTLEMENTS. BRACING SHALL BE PROVIDED FOR ALL TRUSS SLIDINGS. BRACING SHALL BE PROVIDED FOR ALL TRUSS ROTATIONS. BRACING SHALL BE PROVIDED FOR ALL TRUSS TILTS. BRACING SHALL BE PROVIDED FOR ALL TRUSS CURVATURES. BRACING SHALL BE PROVIDED FOR ALL TRUSS DEFORMATIONS. BRACING SHALL BE PROVIDED FOR ALL TRUSS DISTORTIONS. BRACING SHALL BE PROVIDED FOR ALL TRUSS DEFLECTIONS. BRACING SHALL BE PROVIDED FOR ALL TRUSS VIBRATIONS. BRACING SHALL BE PROVIDED FOR ALL TRUSS NOISES. BRACING SHALL BE PROVIDED FOR ALL TRUSS SHAKES. BRACING SHALL BE PROVIDED FOR ALL TRUSS SWAYS. BRACING SHALL BE PROVIDED FOR ALL TRUSS SWINGS. BRACING SHALL BE PROVIDED FOR ALL TRUSS DRIFTS. BRACING SHALL BE PROVIDED FOR ALL TRUSS SLIPS. BRACING SHALL BE PROVIDED FOR ALL TRUSS FALLS. BRACING SHALL BE PROVIDED FOR ALL TRUSS COLLAPSES. BRACING SHALL BE PROVIDED FOR ALL TRUSS FAILURES. BRACING SHALL BE PROVIDED FOR ALL TRUSS COLLISIONS. BRACING SHALL BE PROVIDED FOR ALL TRUSS IMPACTS. BRACING SHALL BE PROVIDED FOR ALL TRUSS COLLISIONS. BRACING SHALL BE PROVIDED FOR ALL TRUSS IMPACTS. BRACING SHALL BE PROVIDED FOR ALL TRUSS COLLISIONS. BRACING SHALL BE PROVIDED FOR ALL TRUSS IMPACTS.

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**ENGINEERING SERVICES**  
 FOR CUSTOMER PLEASE CONTACT BUILDING  
 DEPARTMENT AT 262.261.2222  
 PROJECT TITLE  
**ACE PARKING LOT STRIPING**  
 PLANNETT, WI

PROJECT ENGINEER: JEFF LIBBANI  
 PLANNING DESIGNER: LOUISE EMALD  
 DRAFTER: JPM  
 DATE: 3/2/2017  
 SCALE: AS NOTED

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SHEET TITLE  
 ROOF FRAMING PLAN

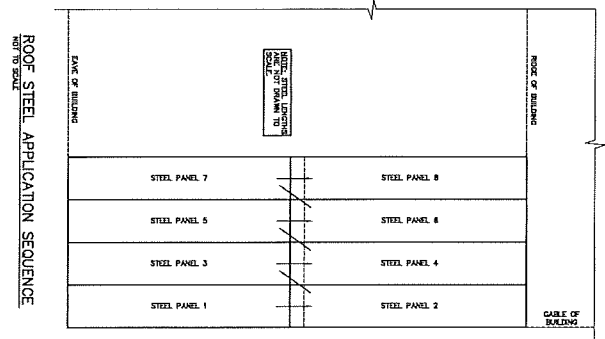
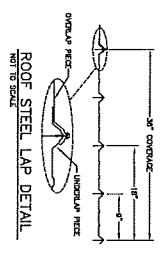
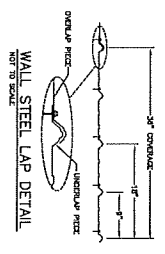
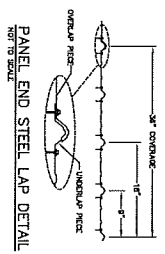
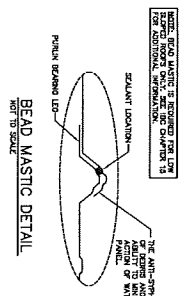
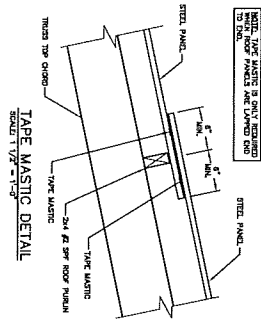
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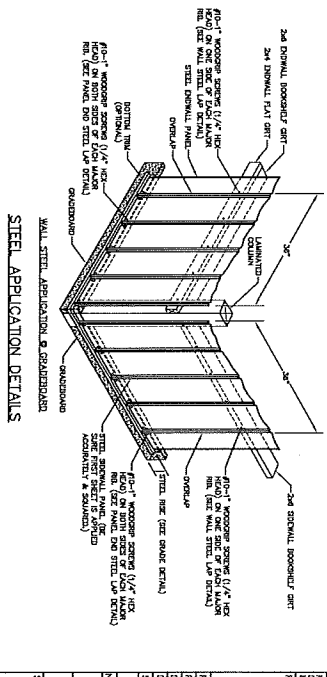
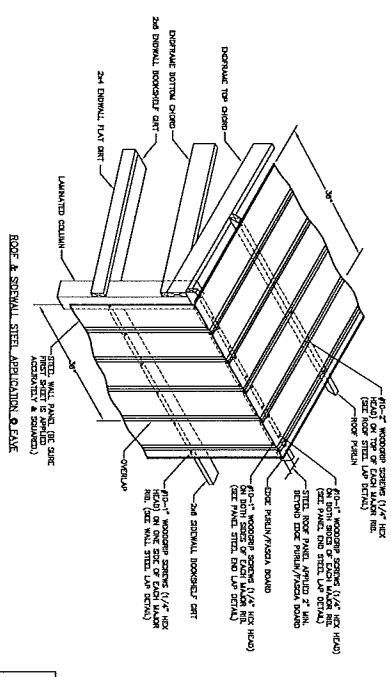
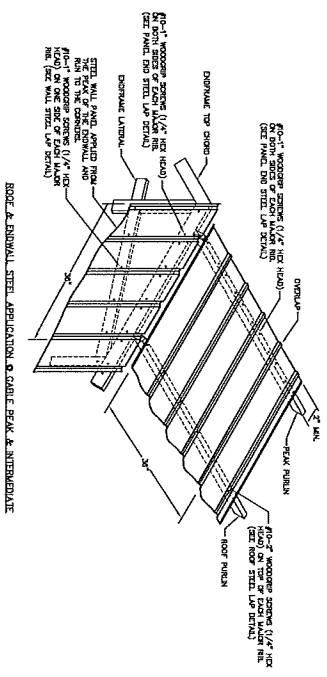






ROOF STEEL APPLICATION SEQUENCE

STEEL LAP AND SEAMLESS SEAM DETAIL. THE APPLICATION IN THE PANEL'S ABILITY TO PROVIDE LOADS...  
 2) FLASHING WORKING IS CRITICAL IN THE CAPABILITY OF THE FLASHING'S ABILITY TO HOLD PROPER LAPS...  
 3) FLASHING WORKING IS CRITICAL IN THE CAPABILITY OF THE FLASHING'S ABILITY TO HOLD PROPER LAPS...  
 4) THE FLASHING WORKING IS CRITICAL IN THE CAPABILITY OF THE FLASHING'S ABILITY TO HOLD PROPER LAPS...



WALL STEEL APPLICATION & GRAVELBOARD

**ENGINEERING SERVICES**  
 PROJECT TITLE: ACE PARKING LOT STRIPPING  
 PROJECT LOCATION: PLAINWELL, NJ  
 PROJECT ENGINEER: JEFF ARBARY  
 PLAN DESIGNER: LOUISE ENVALD  
 DRAWN BY: AYA  
 DATE: 3/29/2017  
 SCALE: AS NOTED

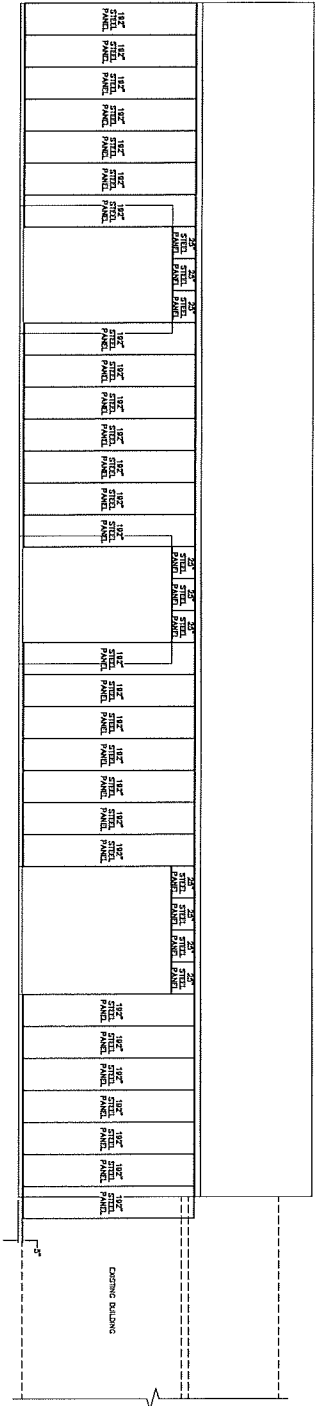
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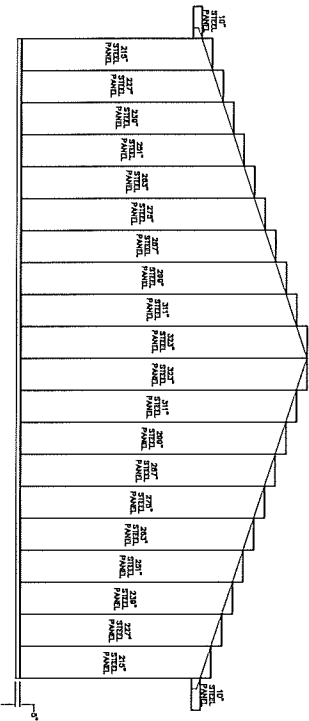
SHEET TITLE: STEEL APPLICATION DETAILS  
 SHEET NO: 58  
 DATE: 3/29/2017



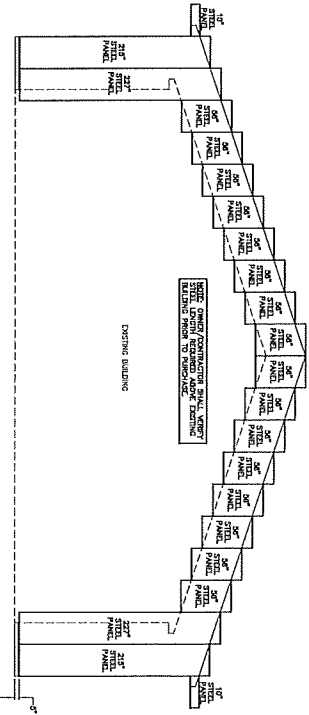
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112'-0" WEST SIDEWALL



80'-0" NORTH ENDWALL



80'-0" SOUTH ENDWALL

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112'-0" EAST SIDEWALL  
WALL STEEL LAYOUTS  
SCALE 3/8"=1'-0"

**ENGINEERING SERVICES**  
PLANNING, DESIGN & CONSTRUCTION  
1000 EAST RIVER ROAD  
ANN ARBOR, MI 48106  
TEL: 734.769.4400  
WWW.ES-SERVICES.COM

**PROJECT:** ACE PARKING LOT STRIPING  
**CLIENT:** PLANNING, MI  
**DATE:** 3/7/2012  
**SCALE:** AS NOTED  
**DESIGNER:** LOUIE ENVALD  
**CHECKER:** JEFF ALBRAY  
**DATE:** 3/7/2012  
**REVISIONS:** AS NOTED  
**BY:** [Signature]

**WALL STEEL LAYOUTS**

SHEET TITLE: WALL STEEL LAYOUTS

FILE NAME: S23110  
SHEET NO: S9



## **Appointment List November-December 2017**

### **Planning Commission**

**3-year term**

Jim Higgs

12/2020

Rachel Colingsworth

12/2018 – completing Chris Slinkman's term

### **Parks & Trees Commission**

**2-year term**

Marsha Keeler

12/2019

### **Notice of Vacancy**

There is a current vacancy on the Parks & Trees Commission. Notice has been posted in City Hall and on the Website.



RECEIVED  
JUN 23 2017

Plainwell City Clerk's Office

**City of Plainwell**  
**Application for Consideration for Appointment to**  
**Citizen Boards and Commissions**

*(Applications are kept on file for one year from date of completion.)*

Date: June 20, 2017

Name: Rachel Colingsworth

Address: 115 Walnut Woods Ct.  
Plainwell MI 49080

Telephone (Home): [REDACTED]

Telephone (Work): [REDACTED]

E-mail: [REDACTED]

I wish to be considered for appointment to the following citizen board(s) or commission(s). (If selecting more than one board/commission, indicate order of preference — "1" being first choice.)

<input type="checkbox"/> Board of Review	<input type="checkbox"/> Joint Recreation Committee
<input checked="" type="checkbox"/> Compensation Board	<input type="checkbox"/> Parks & Trees Commission
<input checked="" type="checkbox"/> Downtown Development Authority/ Tax Increment Finance Authority/ Brownfield Redevelopment Authority.	<input checked="" type="checkbox"/> Planning Commission
<input checked="" type="checkbox"/> District Library Board	<input type="checkbox"/> Other

Are you over 21 years of age?

Yes  No

Are you a resident of the city of Plainwell?

Yes  No

Are you a registered voter in the city of Plainwell?

Yes  No

Educational Qualifications:

BA in Mathematics, Kalamazoo College  
Master in Organizational Management, Spring Arbor Univ.

Place of Employment:

Western Michigan University

Type of Work Performed:

Assoc. Director of Financial Services and Compliance

Other experience which would assist you in performing the duties of a board/commission member:

**Return completed form to:** City Clerk's Office, 141 North Main Street, Plainwell, MI 49080



Rick Brooks, Mayor  
Lori Steel Mayor Pro-Tem  
Roger Kenney, Council Member  
Brad Keeler, Council Member  
Todd Overhuel, Council Member  
[www.plainwell.org](http://www.plainwell.org)

Bryan D. Pond, Superintendent  
129 Fairlane Street  
Plainwell, Michigan 49080  
Phone: 269-685-5153  
Fax: 269-685-1994  
Email: [BPond@plainwell.org](mailto:BPond@plainwell.org)

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11/15/2017

To: Erik Wilson, City Administrator  
From: Bryan Pond, Superintendent WR  
Cc: Brian Kelly City Treasurer

RE: Replacement of obsolete Dystor methane sensor

The 2005 methane Dystor is obsolete and is not supported. I need to replace the sensor as it is an intricate part of the safety of the operation of the Dystor.

The cost from Evoqua Water Technologies is attached \$3,711

With councils approval I am recommending we purchase the new sensor and calibration kit for \$3,711

Proposal For: CITY OF PLAINWELL  
Bryan Pond  
129 Fairlane Street  
Plainwell, 49080  
Phone: 269-685-5153

Kristopher Kebbekus  
Evoqua  
2607 N. Grandview Blvd  
Waukesha, WI53188  
Phone: 1-262-521-8212  
kristopher.kebbekus@evoqua.com

## ITEM PRICING SUMMARY

Item Number	Description	Reference Number	Qty	Unit Price	Ext. Price
<b>W2T544982</b>	INSTRMNT,INDCTNG;GAS MONITOR;0-100% LEL	No Cat PN Available	1 EA	\$2,925.00	\$2,925.00
<b>W2T544983</b>	CALIBRATION KIT	No Cat PN Available	1 EA	\$495.00	\$495.00
<b>W3T257799</b>	Flange-Blind, 1.00"PP, .750"NPT,SCH80	341-20057-5	1 EA	\$268.00	\$268.00
<b>W2T117505</b>	GASKET-FLANGE, 1.000"D,W/HOLES,KLINGER	841-04795	1 EA	\$23.00	\$23.00

Total Price: **\$3,711.00**

### Proposal Notes

Lead Time: 8 Weeks

**Please provide tax exempt certificate with purchase order.**

Our Manufacturer Rep in your area is:

Representative: Michael Wright  
Company: Peterson and Matz, Inc.  
List Address: 30701 W Ten Mile Road Suite 100  
Farmington Hills, MI, 48336  
Phone: 616-350-1671  
Email: michael.wright@petersonandmatz.com

## Payment Terms and Delivery

### PO Terms

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

### Shipping Information

- FOB - Free on board: Prepaid and Add
- Shipping Account Number:

### Terms

- This quote is valid until 12-09-2017
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Terms and Conditions
- Pricing listed does not include applicable sales tax.
- New customers are pre-approved to \$1,000. All others will need to fill out a credit application and submit a hardcopy PO (or a "No PO Form").
- We require hard documentation of your ordering for Evoqua to process your order. For your convenience, we can start processing your order by signing and returning:
  - Fax to:
  - or Email to: [kristopher.kebbekus@evoqua.com](mailto:kristopher.kebbekus@evoqua.com)
- You may also mail this to:
  - Evoqua
  - 2607 N. Grandview Blvd
  - Waukesha, WI 53188

# Standard Terms

## Standard Terms of Sale

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



10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.
11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then *any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators* who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. *The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision* of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.
12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.
15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Accepted by: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

# City of Plainwell



Department of Public Safety

119 Island Avenue

Plainwell, Michigan 49080

Phone: 269-685-9858

Fax: 269-685-5460

Web Page Address: [www.plainwell.org](http://www.plainwell.org)

Rick Brooks, Mayor  
Lori Steele, Mayor Pro-Tem  
Brad Keeler Council Member  
Todd Ovehuel, Council Member  
Roger Keeney, Council Member

“The Island City”

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## MEMORANDUM

November 22, 2017

To: Erik Wilson, City Manager

From: Bill Bomar, Director

Subject: Purchase Request for Electronic Control Devices and accessories.

Plainwell Department of Public Safety is requesting to purchase (2) Axon Tasers, X2 electronic control device (ECD) and accessories.

This purchase will replace our first generation Taser X26 models that were purchased in 2005 and 2006. Taser, the manufacture of the X26, will no longer provide service other than providing battery and cartage replacements. The X26s owned by the department are considered no longer functional and well past their expected useful life. Officers have reported some minor service issues, and one has recently been taken out of service.

Along with the two new ECDs, the department plans on purchasing (11) holsters for one for each public safety officer, 28 cartridges, a Data-port Download Kit and a Conductive Target. At this time, on-duty officers will be required to share the two new ECDs. Additional ECDs will be considered in future budget years. Attached to this memorandum is an Axon quotation sheet.

The use of an ECD when apprehending combative suspects has been proven to prevent officer and suspect injuries. The use of an ECD provides law enforcement officers additional less-lethal options when confronted by dangerous subjects.

This is a planned purchase in the 2017-18 budget year, from account 101-301-740-000 “Operating Supplies”. Currently, this fund has approximately \$5900.00 available. I’m requesting council to approve this purchase of (2) ECDs, accessories, including shipping and handling for a total cost of \$4,337.52.

# Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737  
Fax: (888) 855-5281

## James Pell

(269) 685-6824  
jpell@plainwell.org



## Quotation

Quote: Q-136733-2  
Date: 11/6/2017 7:12 AM  
Quote Expiration: 11/30/2017  
Contract Start Date\*: 10/4/2017  
Contract Term: 1 year

**AX Account Number:**  
120670

### Bill To:

Plainwell Department of Public Safety - MI  
119 ISLAND AVE  
Plainwell, MI 49080  
US

### Ship To:

James Pell  
Plainwell Department of Public Safety - MI  
119 ISLAND AVE  
Plainwell, MI 49080  
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Ashley Bittl	800-978-2737	abittl@faser.com	Fedex - Ground	Net 30

\*Note this will vary based on the shipment date of the product.

### Hardware

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2	22003	HANDLE, YELLOW, CLASS III, X2	USD 1,103.31	USD 2,206.62	USD 0.00	USD 2,206.62
2	22010	PPM, BATTERY PACK, STANDARD, X2/ X26P	USD 58.38	USD 116.76	USD 0.00	USD 116.76
10	22504	HOLSTER, BLACKHAWK, LEFT, X2, 44HT01BK-L-B	USD 70.54	USD 705.40	USD 0.00	USD 705.40
1	22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	USD 70.54	USD 70.54	USD 0.00	USD 70.54
28	22151	CARTRIDGE, PERFORMANCE, SMART, 25'	USD 33.74	USD 944.72	USD 0.00	USD 944.72
1	22013	KIT, DATAPORT DOWNLOAD, USB, X2/ X26P	USD 176.49	USD 176.49	USD 0.00	USD 176.49
2	80004	TARGET, CONDUCTIVE, 2 PART, TOP AND BOTTOM	USD 28.55	USD 57.10	USD 0.00	USD 57.10
<b>Hardware Total Before Discounts:</b>						USD 4,277.63
<b>Hardware Net Amount Due:</b>						USD 4,277.63

<b>Subtotal</b>	USD 4,277.63
<b>Estimated Shipping &amp; Handling Cost</b>	USD 59.89
<b>Grand Total</b>	USD 4,337.52

**Hardware Shipping Estimate**

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

**Axon Enterprise, Inc.'s Sales Terms and Conditions  
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at <https://www.axon.com/legal/sales-terms-and-conditions>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name (Print):** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**PO# (if needed):** \_\_\_\_\_

Quote: Q-136733-2

Please sign and email to Ashley Bittl at [abittl@taser.com](mailto:abittl@taser.com) or fax to (888) 855-5281

THANK YOU FOR YOUR BUSINESS!

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# PLAINWELL PUBLIC SAFETY

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Police, Fire and Medical First Responder Services

# MONTHLY REPORT

## October 2017

Prepared by Director Bill G. Bomar

A handwritten signature in blue ink, appearing to be the initials "B.G.", located in the bottom left corner of the page.

# Plainwell Department of Public Safety

## Scheduled Hours By Activity for October 2017

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

### TOTAL ROAD PATROL HOURS SCHEDULED FOR THE MONTH

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

Totals of all the below mentioned areas.

Total Hours  
1,079

Percentage of Total Hours

### HOURS SPENT INVESTIGATING OR HANDLING CRIMINAL COMPLAINTS

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

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

110 10.17%

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

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

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

238 22.04%

### HOURS SPENT ON SUPPORT OR PERIPHERAL ACTIVITIES

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

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

530 49.10%

### TOTAL UNOBLIGATED PATROL HOURS

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

Examples include: General Preventive Patrol, Building Security Checks, Etc.

Note: This also includes any break time the officers take during their shift.

202 18.69%

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

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

877 81.31%

# Plainwell Department of Public Safety

## Complaints/Activities for October 2017

### ARRESTS

CUSTODIAL ARRESTS	17	<i>An individual taken into custody for a criminal offense and jailed for that offense.</i>
ARREST COUNTS	40	<i>Criminal complaints or cases cleared by the custodial arrest or issuance of a warrant(s).</i>

### TRAFFIC ENFORCEMENT & CITATIONS

HAZARDOUS CITATIONS	9	<i>Uniform Law Citations issued by officers to individuals for moving traffic violations. (Drag racing, Speeding, etc.)</i>
NON-HAZARDOUS CITATIONS	10	<i>Uniform Law Citations issued by officers to individuals for NON-moving traffic violations. (Registration, Equipment, Etc.)</i>
DRUNK DRIVING CITATIONS	1	<i>This is an activity that we specifically monitor that would normally be considered a hazardous citation.</i>
PARKING CITATIONS	0	<i>Citations issued in violation of city ordinance. This would include Overnight Parking, Time Limitation Parking, etc.</i>
VERBAL WARNINGS	11	<i>Traffic enforcement where no citation was issued but warnings were given.</i>
TOTAL TRAFFIC CITATIONS/WARNINGS	31	

### COMPLAINTS

ORIGINAL DISPATCH COMPLAINTS	220	<i>Complaints that are call in or the officer is dispatched to by Allegan County Central Dispatch (911) or our business office.</i>
PATROL INITIATED COMPLAINTS	19	<i>Complaints observed by the officer while on patrol or came to their attention by personal observation.</i>
TOTAL COMPLAINTS	239	

### OTHER ACTIVITIES

MOTORISTS ASSISTS	60	<i>Motorist contacts caused by mechanical breakdown or similar problem.</i>
PROPERTY INSPECTIONS	4	<i>Checks of homes or business specifically requested by a home or business owner.</i>
MOTOR VEHICLE ACCIDENTS	9	<i>Total motor vehicle accidents both on public roads or private property.</i>
COMMERCIAL BUILDING SECURITY CHECK	4,679	<i>Nightly security inspections of business' conducted by officers to assure windows and doors are locked.</i>
FOUND UNSECURED	0	<i>The number of business' found unlocked or unsecured.</i>

# Classification of Crimes Reported

File Class	CRIMES AGAINST PERSON	October	Year to Date
900	Murder and Non-Negligent Manslaughter	0	0
1000	Kidnapping	0	0
1100	Sexual Assault	0	5
1200	Robbery	1	2
1300	Aggravated & Non-Aggravated Assault	8	59
<b>PROPERTY CRIMES</b>			
2000	Arson	0	0
2100	Extortion	0	0
2200	Burglary	1	11
2300	Larceny	4	54
2400	Motor Vehicle Theft	0	0
2500	Forgery/Counterfeiting	0	0
2600	Fraudulent Activities	4	23
2700	Embezzlement	0	0
2800	Stolen Property - Buying, receiving	0	0
2900	Damage to Property	6	31
3500	Violation of Controlled Substances Act	4	15
<b>MORALS/DECENCY CRIMES</b>			
3600	Sex Offenses (Other than Sexual Assault)	0	0
3700	Obscenity	0	1
3800	Family Offenses	0	3
4100	Liquor Violations	1	7
<b>PUBLIC ORDER CRIMES</b>			
4800	Obstructing Police - Offenses Which Interfere with Investigations	0	0
4900	Escape/Flight - Fleeing and Eluding a Officer's Custody	0	0
5000	Obstructing Justice	2	42
5200	Weapons Offenses	0	5
5300	Public Peace	8	60
5400	Traffic Investigations - Any Criminal Traffic Complaints	4	48
5500	Health and Safety	2	23
5600	Civil Rights	0	0
5700	Invasion of Privacy	1	15
6200	Conservation Law Violation	0	0
7300	Miscellaneous Criminal Offense	0	0
<b>GENERAL NON-CRIMINAL</b>			
9100	Juvenile/Minor/School Complaints	0	0
9200	Civil Custody	0	0
9300	Traffic Non-Criminal ( Reports Only - Does not include Citations Issued)	15	125
9400	False Alarm Activation	5	42
9500	Fires (Other than Arson)	6	32
9700	Accidents, All Other	0	9
9800	Inspections, Unfounded FIRS	43	375
9900	General Assistance (All Except Other Police Agencies)	53	595
9911 & 9912	General Assistance (Other Police Agencies)	47	492
FIRS	Medical First Responder	24	236





# Plainwell Department of Public Safety

## October 2017 Monthly Report



PSO Welcher instructed over 250 children during fire safety month. (Above) Officer Welcher shows fire truck after class room instruction.



**Submitted By: Director Bill Bomar**

**October 2017 Report Summary**

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## Community Events:



October was Fire Safety month Officer Welcher was assisted by Officer Rantz (left). They instructed over 250 grade school children in fire safety. The officers let the children shoot a little water at a miniature house that was simulated on fire.

Also, we had extra patrol at Pumpkins in the Park and for Halloween night.

## Training:

On the Police side of public safety we trained on the use of departmental weapons and the eight keys to a well written police report. On the fire side we trained on Rapid Intervention and fire extinguishers. We also reviewed three general orders pertaining to the training topics.

## Foot Patrol:

This month the PSO performed 13 hours of foot patrol with over 328 citizen contacts. Many of the contacts came from Halloween night.

## Traffic Issue:

We have been keeping an eye on the traffic issues caused by the construction of Sweet Waters and Wesco. All of the issues have been minor. We also enjoyed the usual high foot traffic of Halloween night.

## Notable Incidents:

This month there were 34 medical first responder complaints and 13 fraud complaints. There was one Strong Armed Robbery. In this case two individuals from Gun Plain Township assaulted a 17 year old in Thurl Cook Park (lower lot) and took \$150 dollars cash. Warrants for the two suspects were sent over to the Allegan County Prosecutor's Office, and we are awaiting charges.





Photo above Plainwell DPS assist Otsego Fire Oct 2017

We also received 17 fire calls this month including an assist to the Otsego Fire Department.

### Investigations:

This month Dep/Dir Varley had 41 follow up investigations for criminal cases. Seventeen warrants were sent to the prosecutor for suspect's arrest. This included felony charges for embezzlement over \$20,000 from a local business.

Kenneth Moose, who admitted choking his girlfriend and fled Plainwell DPS by jumping into the Kalamazoo River, will serve a prison sentence for the crimes. On October 31, Moose was sentenced to 29 months to five years in prison for attempted assault by strangulation. The judge also sentenced Moose to 174 days in jail, with credit for 174 days already served, for attempted assaulting/resisting/obstructing police. This incident occurred May 10, 2017, at 10:00am.

### Miscellaneous:

The Director attended a two day M.A.C.P. Executive Board Session in Midland, Michigan. The monthly board meeting was held in conjunction with a strategic planning meeting. This meeting will review strengths, weaknesses, aspirations, best practices and needs of the association. Also, we reviewed and updated mission and vision statements. This is the Director's fourth year serving as the M.A.C.P. 6<sup>th</sup> District Representative.



## October Reports for Plainwell Department of Public Safety

### PRIORITY 1 ASSISTS OUTSIDE OF JURISDICTION

The Plainwell Department of Public Safety was dispatched to 40 calls for assistance outside the city limits of Plainwell by Allegan County Central Dispatch.

These calls were classified as priority 1 assists.

\*\*\*\*\*

### Fire Suppression/Call Out Incident Report

Date	Dispatch Time	Arrival Time	Location	Incident Type	Actions taken	Apparatus	PSO	POC
10/9/17	1635	1637	691 W. Bridge Street	Alarm	Ventilate	E-11	2	3
10/9/17	2014	2017	258 Robin Street	Smoke	Investigate	Patrol	4	7
10/10/17	1409	1410	241 Allegan Street	Gas odor	Investigate	E-11	6	3
10/11/17	0604	0604	Assist Otsego	Smoke	Stand-by		4	4
10/11/17	2155	2155	Starr Road	Accident	Traffic control	E-15	0	4
10/12/17	2217	2219	811 Thomas Street	Alarm	Investigate	E-11	4	5
10/15/17	1240	1244	669 Morrell Street	Medical	Medical	E-11	4	4
10/15/17	1754	1757	201 W. First Avenue	Water rescue	Rescue	E-11	4	8
10/15/17	1245	1248	N. Sherwood Avenue	Wires down	Investigate, stand-by	E-11	2	3
10/22/17	1352	1400	15th Street	Assist OFD	Trees removed	Personal vehicle	0	1
10/22/17	11400	1405	1695 Prairiewood	Lawn mower fire	Extinguish	E-17	1	3
10/31/17	2238	2250	343 12 <sup>th</sup> Street	Medical	Medical	Patrol	1	1

\*\*\*\*\*

### Calls for Service at Plainwell Schools

Plainwell High School: 13  
684 Starr Road

Gilkey School: 1  
707 S. Woodhams Street

Plainwell Middle School: 3  
720 Brigham Street

Starr Elementary: 3  
601 school Drive

Early Childhood Development: 0  
307 E. Plainwell Street

Renaissance School: 2  
422 Acorn Street

Admin, Maintenance & Bus Garage: 0  
600 School Drive

# Water Renewal

Superintendent: Bryan Pond

October 2017



## Significant Department Actions and Results

The Bio filter project was completed this month.

Bids were sent out for the replacement of Hill St station "parts" only portion

Bids were also sent out for the painting of the north control room.

I filled in for Rick while on vacation.

I met with some of the interested parties in the 2018 replacement of the plant screw pumps.

## Pending Items (including CIP)

Replace Bio -Filter Media  
Replace Hill St lift Station  
Engineering to replace Srew Pumps  
Paint back Room and Chemical Room  
Six new Radios SRM 6230

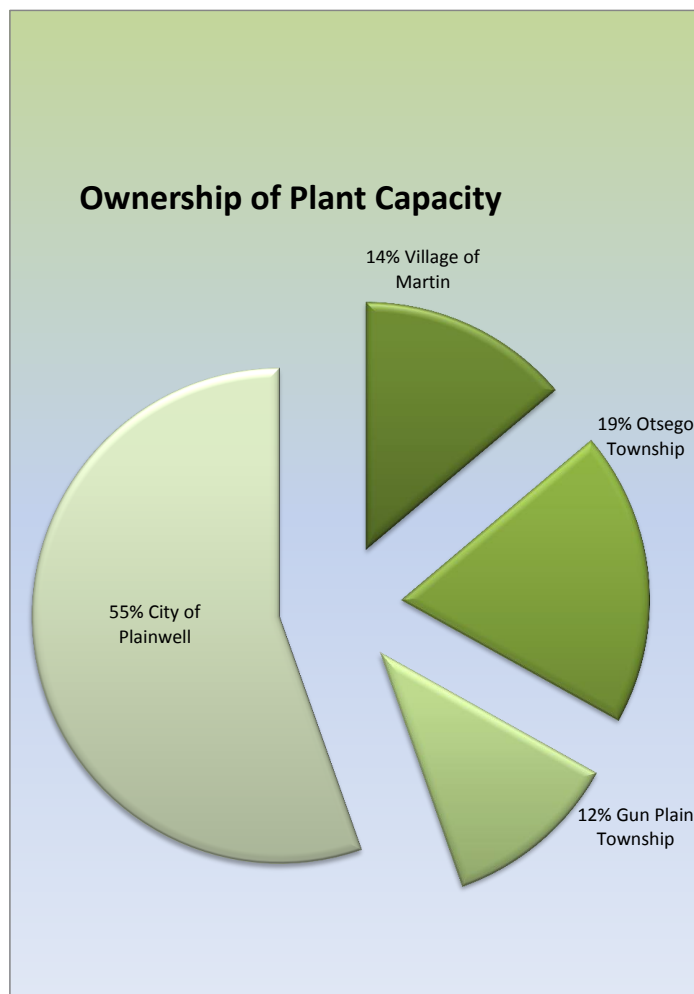
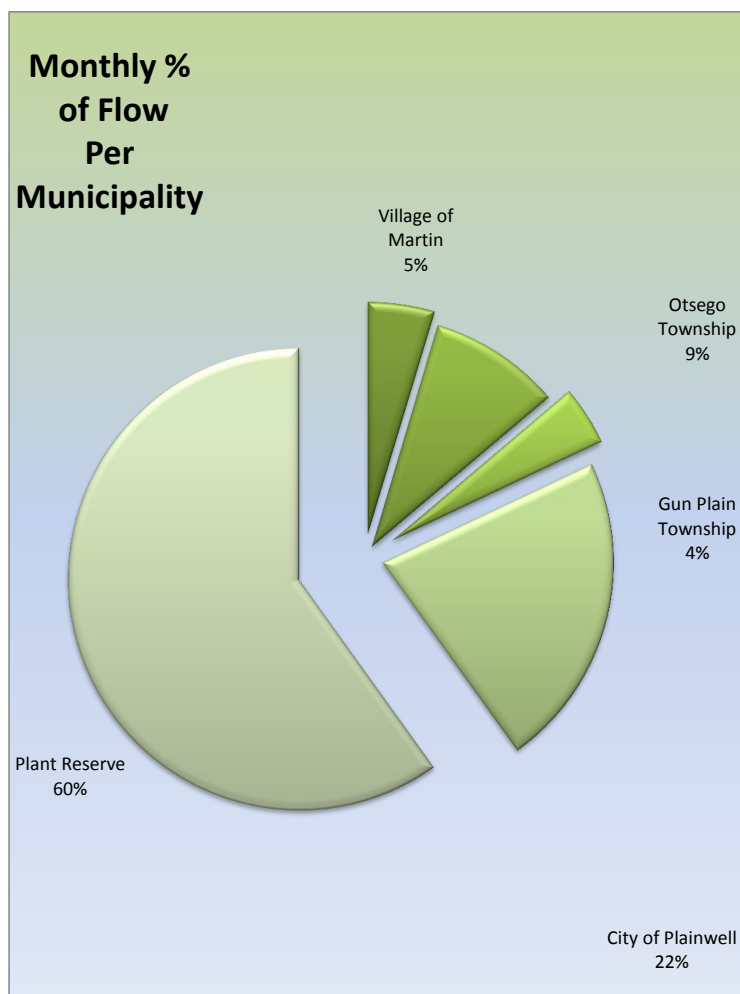
## Expenditure Summary/Issues

	<u>(budgeted)</u>	(progress)	(completed)
Replace Bio -Filter Media	30,000	100%	\$23,189
Replace Hill St lift Station	90,000	bid	\$30,550 pumps only
Engineering to replace Srew Pumps	37,114	started	15%
Paint back Room and Chemical Room	28,000	bid	\$17,340
Six new Radios SRM 6230	<u>13,000</u>		
	198,114		

## Monthly Flow Data

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

	Total Gallons	Permitted Daily Flow Gallons	Reserve	Ownership of Plant Capacity
<b>Village of Martin</b>	999,950			
Gun River MH Park	817,000			
US 131 Motor Sports Park	34,580			
<b>Total:</b>	1,851,530			
<b>AVG. DAILY:</b>	54,457	180,000	70%	14%
<b>Otsego Township</b>	<b>Total:</b> 3,720,600			
	<b>AVG. DAILY:</b> 109,429	250,000	56%	19%
<b>Gun Plain Township</b>	<b>Total:</b> 1,155,000			
North 10th Street	268,120			
Gores Addition	250,000			
<b>AVG. DAILY</b>	49,209	150,000	67%	12%
<b>City of Plainwell</b>	<b>Total:</b> 890,743			
<b>AVG. DAILY:</b>	287,337	720,000	60%	55%
<b>Avg. Daily Plant Flow from entire service district</b>	1			



## State Required Reporting Compatible Pollutants

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

25 mg/l	15	8.62
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*This test measures the amount of oxygen consumed by bacteria during the decomposition of organic materials. Organic materials from wastewater treatment facility act as a food source for bacteria.*

**TOTAL SUSPENDED SOLIDS (TSS):**

30 mg/l	15	9
---------	----	---

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

**PHOSPHORUS (P):**

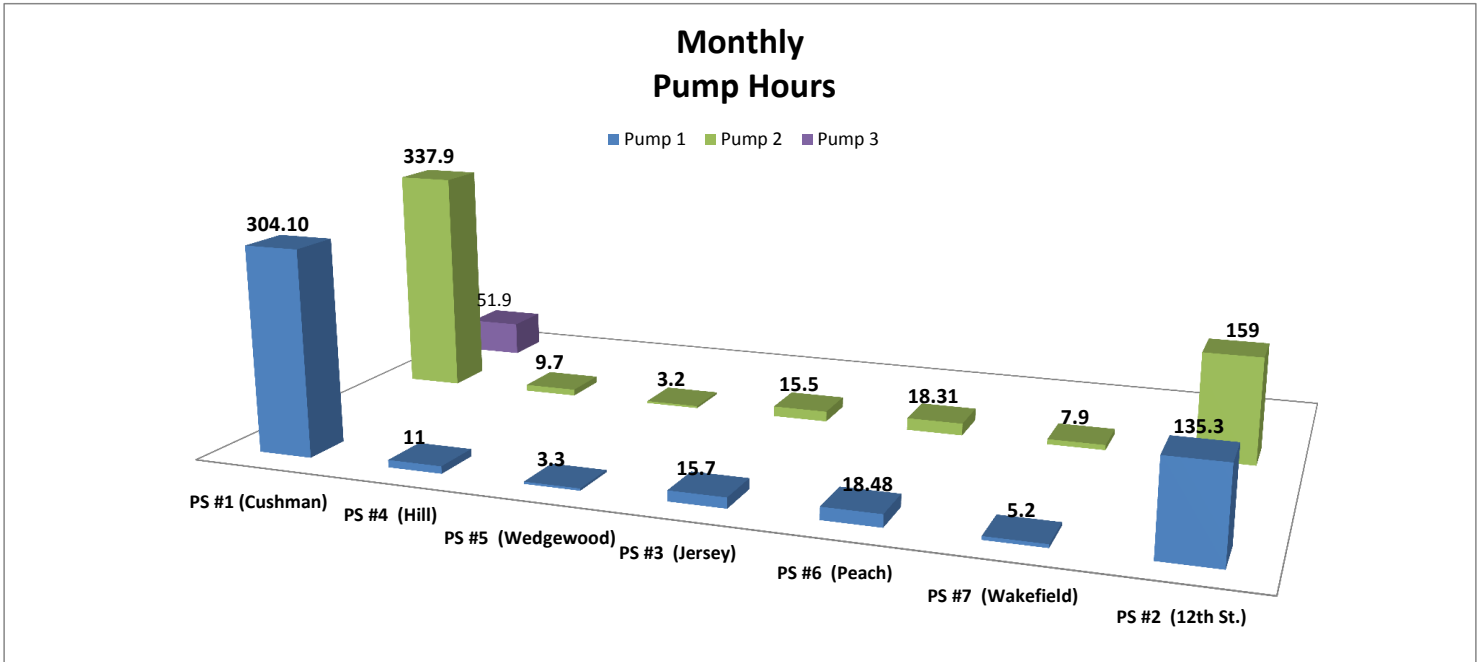
1.0 mg/l	0.45	0.29
----------	------	------

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

**Total Coliform (COLI):**

200counts/ml	50	8
--------------	----	---

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



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

Minutes  
Plainwell DDA, BRA and TIFA:  
November 14, 2017

1. Call to Order - Meeting called to order at 7:31 a.m. by Larabel
2. Pledge of Allegiance
3. Roll Call  
Members Present: Jim Turley, Paul Rizzo, Zelda Schippers, Nick Larabel, Erik Wilson,  
Excused: Mayor Rick Brooks, Tracee Dunlop, EJ Hart
4. Approval of Minutes of 10/10//2017 minutes
5. General Public: None
6. Chairman's Report: None
7. BRA Action Items  
**A. Motion to accept accounts payable for October of \$2,609.14 was made by Schippers and seconded by Rizzo. Motion carried.**  
**B.** Information shared by Erik Wilson, re: the official closing on Sweetwater's property and the City's request of a contamination map from the EPA/Weyerhaeuser for the Mill Site. Also Wilson discussed the power poles and recommendation that Weyerhaeuser pay to move the poles that are along the river, either down M89 or on the new road that would be located on the Mill Site. This would clean up the view for future condo's and businesses and could be a long shot in adding this to the remediation plan.
8. DDA Action Items  
**A. Motion to accept accounts payable for October of \$888.10 was made by Schippers and seconded by Turley. Motion carried.**
9. TIFA Action Items  
**A. Motion to accept accounts payable for October of \$807.83 was made by Larabel and seconded by Turley. Motion carried.**  
**B.** Wilson reported out that there is movement, strong interested by company for the Baker Agency building in the Industrial Park.
10. Communications:  
9/25/17 and 10/09/17 Council Minutes. Also the Financial report/summary as of 10/31/17 was approved and placed on file.
11. Public Comments: None
12. Staff Comments: Shop Small Saturday
13. Member Comments: Turley has requested that we continue to look into changing the parking in the back lot west of N. Main St. and north of E. Bridge St. to angle parking.

**Adjournment: A Motion by Rizzo supported by Turley to adjourn the meeting at 8:16 a.m. was made and passed.**

Submitted by Denise Siegel, Community Development Manager



**CITY OF PLAINWELL  
MINUTES  
Planning Commission  
November 15, 2017**

1. Call to Order at 7:01 p. m. by Chair Lubic
2. Pledge of Allegiance was given by all present.
3. Roll Call: Present: Jay Lawson, Lori Steele, Diana Lubic, Jim Higgs, Chris Haas, Gary Sausaman  
Excused: Chris Slinkman
4. Approval of Minutes – 9/06/17  
**Sausaman motioned to approve minutes as received seconded by Steele. Minutes approved.**
5. Chairperson’s Report:  
Lubic reported that she attended the Michigan State Planning Conference on Mackinac Island in October. She commented that the conference was very good with a lot of workshops geared for small towns.
6. A motion was made by Haas to add Item C. Chris Slinkman resignation letter under new business, item C, Sausaman seconded. Motion passed.
7. New Business:  
**A. Ace Parking lot Striping – Addition of a Pole Barn.**  
Site Plans for the Ace Parking Lot Striping addition was recommended to move forward to City Council by Higgs and seconded by Steele.  
  
**B. Fair Trade Coffee Shop – 203 S. Main St.**  
Site Plans for the drive up coffee shop lead to discussion regarding the current ordinance doesn’t allow for a drive up in the CBD. The Planning Commission agreed they would grandfather this building as drive through. It was originally a drive up full service gas station and Skyline Computers continued to operate the drive up window during their operation, which ceased in September of 2017. Discussion regarding traffic flow and parking were discussed with options. Planning Commission agreed that 3 months after the shop opens to revisit the traffic flow if issues arise.  
  
The Site Plans for Fair Trades Coffee Shop are recommended to move forward to City Council by Higgs and seconded by Sausaman.  
  
**C. Commission Chris Slinkman submitted his resignation to the Planning Commission due to work he can no longer fulfill his duties. His resignation was accepted on an all commission vote.**
8. Old Business:  
None
9. Public Comment:

None

10. Reports and Communications:

A. Accepted the 9/11, 9/25 & 10/09/17 Council Minutes. **Minutes were accepted as presented.**

110. Staff Comments:

Siegel shared the new city website

12. Commissioner Comments: None

13. Adjournment:

The meeting was adjourned at 7:45 p.m.

Minutes submitted by Denise Siegel, Community Development Manager

11/22/2017 INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL  
 EXP CHECK RUN DATES 11/28/2017 - 11/28/2017  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

Vendor Code	Vendor Name	Description	Amount
000624	AIS CONSTRUCTION-JOHNDEERE POWERPLN W48132	BLANKET PO FOR EQUIPMENT REPAIR	477.88
TOTAL FOR: AIS CONSTRUCTION-JOHNDEERE POWERPLN			477.88
001645	ALEXANDER CHEMICAL CORPORATION SLS10065593	ANNUAL PURCHASE OF CHLORINE & SULFUR DIOXIDE	1,771.00
TOTAL FOR: ALEXANDER CHEMICAL CORPORATION			1,771.00
000035	APPLIED IMAGING 1026121	11/13/17 - 12/12/17 CITY HALL COPIER	116.05
	1026203	11/16/17 - 12/15/17 DPW/WR COPIER	18.94
TOTAL FOR: APPLIED IMAGING			134.99
000002	AT&T - SBC		
	2017-11 AIRPORT FUEL	10/14/17 - 11/13/17 AIRPORT FUEL PUMP	119.66
	2017-11 CITY DATA	10/14/17 - 11/13/17 CITY DATA GATE	133.37
	2017-11 DPS	10/14/17 - 11/13/17 DPS NON-PUBLISHED #	158.58
	2017-11 DPS TRAINING	10/14/17 - 11/13/17 DPS TRAINING ROOM	276.24
	2017-11 DPW	10/14/17 DPW SECURITY GATE	139.37
	2017-11 DPW CENTRAL	10/14/17 - 11/13/17 DPW CENTRAL DIALER	576.03
	2017-11 WR	10/14/17 - 11/13/17 WR	539.99
TOTAL FOR: AT&T - SBC			1,943.24
000461	BOB'S HARDWARE 48427	WR	4.28
TOTAL FOR: BOB'S HARDWARE			4.28
001423	BORGESS MEDICAL CENTER 148835C10634	PHYSICAL/DRUG TEST 10/13/17	93.00
TOTAL FOR: BORGESS MEDICAL CENTER			93.00
000155	BRAVE INDUST FASTENERS 138903	SHERWOOD PARK SLIDE	47.00
TOTAL FOR: BRAVE INDUST FASTENERS			47.00
000189	BRYAN POND		
	17/18 CLOTHING ALLOW	17/18 CLOTHING ALLOWANCE	310.57
	17/18 SHOE ALLOW	17/18 SHOE ALLOWANCE	200.00
TOTAL FOR: BRYAN POND			510.57
002527	C.O.P.S. TRUST INSURANCE 2017-12 HEALTH	DECEMBER 2017 HEALTH INSURANCE	2,283.61
TOTAL FOR: C.O.P.S. TRUST INSURANCE			2,283.61
002890	CHEF CONTAINER LLC 421804	12/1/17 - 12/31/17 RECYCLE	2,445.30
TOTAL FOR: CHEF CONTAINER LLC			2,445.30
000867	DETROIT PUMP & MFG INC 1048514	#5 CHEM PUMP PARTS	303.14
TOTAL FOR: DETROIT PUMP & MFG INC			303.14
000164	ETNA SUPPLY CO INC S102414274.001	BLANKET PO FOR WATER PARTS	167.00
	S102425116.001	BLANKET PO FOR WATER PARTS	119.76
TOTAL FOR: ETNA SUPPLY CO INC			286.76

002650	FUEL MANAGEMENT SYSTEM PACIFIC PRID		
	1731901	PD GAS 11/14/17	535.10
TOTAL FOR: FUEL MANAGEMENT SYSTEM PACIFIC PRID			535.10
-----			
000134	HAROLD ZEIGLER INC		
	270530	#7 REPAIR DPW	1,260.06
TOTAL FOR: HAROLD ZEIGLER INC			1,260.06
-----			
002301	JOYFUL CLEANING - SID TUBBS		
	933	NOVEMBER 2017 CLEANING	964.00
TOTAL FOR: JOYFUL CLEANING - SID TUBBS			964.00
-----			
001993	KERKSTRA PORTABLE RESTROOMS INC		
	115706	HANDI CAP RESTROOM @ SHERWOOD PARK	95.00
TOTAL FOR: KERKSTRA PORTABLE RESTROOMS INC			95.00
-----			
001218	KERR PUMP INC		
	INV181963	BACK UP FERRIC PUMP WR	2,287.61
TOTAL FOR: KERR PUMP INC			2,287.61
-----			
002618	KIM BROWN		
	17/18 SHOE ALLOWA	17/18 SHOE ALLOWANCE	150.00
TOTAL FOR: KIM BROWN			150.00
-----			
002581	LAW ENFORCEMENT TARGETS INC		
	0360419-in	TRAINING SUPPLIES	69.60
TOTAL FOR: LAW ENFORCEMENT TARGETS INC			69.60
-----			
004206	MADISON NATIONAL LIFE INSURANCE CO		
	1276576	DECEMBER 2017 LIFE INS	98.99
TOTAL FOR: MADISON NATIONAL LIFE INSURANCE CO			98.99
-----			
002435	MALL CITY MECHANICAL, INC		
	0182619	REBUILD OF 2 FAILD BACKFLOW PREVENTERS WR	1,234.50
TOTAL FOR: MALL CITY MECHANICAL, INC			1,234.50
-----			
000014	MICHIGAN GAS UTILIITIES CORP.		
	2017-11	10/11/17 - 11/9/17 GAS BILLS	1,531.48
TOTAL FOR: MICHIGAN GAS UTILIITIES CORP.			1,531.48
-----			
004125	MICHIGAN PAVING & MATERIALS CO		
	621259	2017 PAVING PROJECT	125,275.00
TOTAL FOR: MICHIGAN PAVING & MATERIALS CO			125,275.00
-----			
000951	MICHIGAN RURAL WATER ASSOC **		
	RU2018	BIRD/KEYZER/UPDIKE EVACUATION/TRENCHING SAFETY	585.00
	RU2018A	REEVES/UPDIKE TRAFFIC CONTROL CLASS	410.00
TOTAL FOR: MICHIGAN RURAL WATER ASSOC **			995.00
-----			
001854	MODEL FIRST AID,SAFETY & TRAINING		
	118926	DPS SAFETY SUPPLIES	121.75
	118927	DPW MISC MEDICAL/SAFETY SUPPLIES	44.55
TOTAL FOR: MODEL FIRST AID,SAFETY & TRAINING			166.30
-----			
004807	OTIS ELEVATOR COMPANY		
	CVK65023C17	12/1/17 - 2/28/18 SERVICE ELEVATOR IN THE BACK OF TI	127.26
TOTAL FOR: OTIS ELEVATOR COMPANY			127.26
-----			
004852	Pace Analytical Services LLC		
	1746201979	DPW DRINKING WATER SAMPLES 11/6/17	112.00
	1746202027	SWEETWATERS H2O TESTING	14.00
	1746202078	SWEETWATERS H2O TESTING	14.00
TOTAL FOR: Pace Analytical Services LLC			140.00
-----			

002031	PATRICIA SAUSAMAN		
	2017-11	TRAINING MILEAGE	90.21
TOTAL FOR: PATRICIA SAUSAMAN			90.21
-----			
002582	PLAINWELL REDI MIX - COSGROVE ENTER		
	6942	ACE HARDWARE	148.00
	6951	ACE HARDWARE	158.00
TOTAL FOR: PLAINWELL REDI MIX - COSGROVE ENTER			306.00
-----			
002247	PLUMBER'S PORTABLE TOILETS		
	368534	10/10/17 - 11/7/17 LAST FARMERS MARKET OF THE SEA'	60.00
TOTAL FOR: PLUMBER'S PORTABLE TOILETS			60.00
-----			
004830	RICHMOND, MICHAEL J		
	2017-12	12/1/17 - 12/31/17 ASSESSING SERVICES	1,300.00
TOTAL FOR: RICHMOND, MICHAEL J			1,300.00
-----			
004259	SME		
	80552	ENGINERRING WORK ON 2017 PAVING PROJECT	1,328.75
TOTAL FOR: SME			1,328.75
-----			
000370	STATE SYSTEMS RADIO INC		
	158037	CLEANED RADIO FROM OLD VEHICLE DPW	121.00
TOTAL FOR: STATE SYSTEMS RADIO INC			121.00
-----			
000124	TUSTIN'S ASPHALT SEALING INC.		
	C31391	ACE HARDWARE PROJECT	495.00
TOTAL FOR: TUSTIN'S ASPHALT SEALING INC.			495.00
-----			
002653	VAN MANEN OIL COMPANY		
	2139776	REGULAR GAS DPW 11/13/17	328.04
	2139777	DIESEL FUEL DPW 11/13/17	793.81
TOTAL FOR: VAN MANEN OIL COMPANY			1,121.85
-----			
000947	WYOMING ASPHALT & PAVING INC.		
	16317-1	PATCH ON RUSSET STREET	3,775.00
	659	ASPHALT 10/30/17	88.88
	681	ASPHALT 11/6/17	90.64
TOTAL FOR: WYOMING ASPHALT & PAVING INC.			3,954.52
-----			
TOTAL - ALL VENDORS			154,008.00

**INVOICE AUTHORIZATION**

**Person Compiling Report**

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

Insert Signature:

**Cheryl Pickett**

Digitally signed by Cheryl Pickett  
DN: c=US, st=Michigan, l=Plainwell,  
o=City of Plainwell, ou=CoP, cn=Cheryl  
Pickett, email=cpickett@plainwell.org  
Date: 2017.11.22 09:34:58 -05'00'

**Brian Kelley, City Clerk/Treasurer**

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

Insert Signature:

**Brian Kelley**

Digitally signed by Brian Kelley  
DN: c=US, st=MI, l=City of Plainwell,  
o=Internet Widigits Pty Ltd, cn=Brian  
Kelley, email=bkelley@plainwell.org  
Date: 2017.11.22 11:44:09 -05'00'

**Bryan Pond, Water Renewal Plant Supt.**

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

Insert Signature:

**Bryan Pond**

Digitally signed by Bryan  
Pond  
Date: 2017.11.22  
12:32:33 -05'00'

**Bill Bomar, Public Safety Director**

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

Insert Signature:

**Bill Bomar**

Digitally signed by Bill  
Bomar  
Date: 2017.11.22  
11:51:44 -05'00'

**Rick Updike, Public Works Supt.**

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

Insert Signature:

**Rick Updike**

Digitally signed by Rick  
Updike  
Date: 2017.11.22  
12:45:14 -05'00'

**Erik J. Wilson, City Manager**

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

Insert Signature:

**Erik Wilson**

Digitally signed by Erik Wilson  
DN: c=US, st=Michigan, l=Plainwell,  
o=City of Plainwell, ou=CoP, cn=Erik  
Wilson, email=ewilson@plainwell.org  
Date: 2017.11.22 15:47:28 -05'00'

11/22/2017

CHECK REGISTER FOR CITY OF PLAINWELL  
CHECK DATE FROM 11/13/2017 - 11/30/2017

Check Date	Bank	Check	Vendor Name	Description	Amount
<b>Bank APPNC PNC Accounts Payable Checking</b>					
Check Type: EFT Transfer					
11/30/2017	APPNC	457(E)	PNC BANK (SERVICE CHARGE)	NOVEMBER 2017 SERVICE CHARGE - PNC (OCTO	83.63
Total EFT Transfer:					83.63
APPNC TOTALS:					
Total of 1 Checks:					83.63
Less 0 Void Checks:					0.00
Total of 1 Disbursements:					<b>83.63</b>
<b>Bank CBGEN Chemical Bank - General AP Account</b>					
Check Type: ACH Transaction					
11/17/2017	CBGEN	1184(A)	ALLEGAN COUNTY TREASURER	2017 SUMMER TAX/INT COLLECTED W/E 11/11/	909.43
11/17/2017	CBGEN	1185(A)	RANSOM DISTRICT LIBRARY	2017 SUMMER TAX/INT COLLECTED W/E 11/11/	129.24
Total ACH Transaction:					1,038.67
Check Type: EFT Transfer					
11/13/2017	CBGEN	1186(E)	SILVERSCRIPT INSURANCE COMPANY	November 2017 Retiree Prescription Cover	29.70
11/13/2017	CBGEN	1187(E)	SILVERSCRIPT INSURANCE COMPANY	November 2017 Retiree Prescription Cover	33.50
11/16/2017	CBGEN	1188(E)	CHEMICAL BANK	NOVEMBER 2017 BANK SERVICE CHARGES - OCT	176.86
11/16/2017	CBGEN	1189(E)	CHEMICAL BANK	eLockbox Setup Fees	250.00
11/24/2017	CBGEN	1190(E)	PNC BANK (CREDIT CARD)	Monthly Constant Contact Support	45.00
11/20/2017	CBGEN	1191(E)	CHEMICAL BANK	PAYROLL CHECK STOCK	288.26
Total EFT Transfer:					823.32
Check Type: Paper Check					
11/22/2017	CBGEN	11627	PRIORITY HEALTH	DECEMBER 2017 HEALTH INSURANCE PREMIUMS	31,419.85
Total Paper Check:					31,419.85
CBGEN TOTALS:					
Total of 9 Checks:					33,281.84
Less 0 Void Checks:					0.00
Total of 9 Disbursements:					<b>33,281.84</b>

REPORT TOTALS:

Total of 10 Checks:

Less 0 Void Checks:

Total of 10 Disbursements:

33,365.47

0.00

33,365.47

## Off Cycle Payment Authorization

**Brian Kelley, City Clerk/Treasurer**

I verify that I have reviewed the off-cycle payments listed above and to the best of my knowledge the listing is accurate and complies with the City's purchasing policy.

Insert Signature:

**Brian Kelley**  
Digitally signed by Brian Kelley  
DN: c=US, st=MI, l=City of Plainwell,  
o=Internet Widgits Pty Ltd, cn=Brian  
Kelley, email=bkelley@plainwell.org  
Date: 2017.11.22 11:43:39 -05'00'

**Erik J. Wilson, City Manager**

I verify that I have reviewed the off-cycle payments listed above and to the best of my knowledge the listing is accurate and complies with the City's purchasing policy.

Insert Signature:

**Erik Wilson**  
Digitally signed by Erik Wilson  
DN: c=US, st=Michigan, l=Plainwell,  
o=City of Plainwell, ou=CoP, cn=Erik  
Wilson, email=ewilson@plainwell.org  
Date: 2017.11.22 15:46:12 -05'00'



**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

**NOTICE OF HEARING  
FOR THE NATURAL GAS  
CUSTOMERS OF  
CONSUMERS ENERGY COMPANY  
CASE NO. U-18424**

- Consumers Energy Company requests approval from the Michigan Public Service Commission to increase its rates for the distribution of natural gas and for other relief.
- The information below describes how a person may participate in this case.
- You may call or write, Consumers Energy Company, One Energy Plaza, Jackson, MI 49201 for a free copy of its application. Any person may review the application at the offices of Consumers Energy Company.
- The Prehearing in this matter will be held:

**DATE/TIME:** **Tuesday, November 28, 2017, at 10:00 A.M.**  
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

**BEFORE:** Administrative Law Judge Suzanne D. Sonneborn

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

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

The Michigan Public Service Commission (Commission) will hold a hearing to consider Consumers Energy Company's October 31, 2017 application for authority to: increase its rates for the distribution of natural gas; adjust its retail natural gas rates so as to provide additional revenue of \$178.194 million annually above the level established in Case No. U-18124 based on a projected 12-month test year ending June 30, 2019; adjust its existing retail natural gas rates so as to produce a rate of return on common equity of not less than 10.50%; utilize the proposed Gas Revenue Decoupling Mechanism; and implement an Investment Recovery Mechanism to recover the annual revenue requirements associated with the incremental capital expenditures and associated direct expenses for specified distribution and transmission programs beyond the level provided in rates through the projected test year; modify the rates, rules, and regulations and grant certain accounting authorizations as described in Consumers Energy's filing; and grant further relief.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by **November 17, 2017**. (Petitions to intervene may also be filed using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department - Regulatory Group, One Energy Plaza, Jackson, MI 49201.

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

Requests for adjournment must be made pursuant to the Commission's Rules of Practice and Procedure R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

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

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Michigan Administrative Hearing System's Administrative Hearing Rules, Mich. Admin Code, R 792.10101 through R 792.10137, and R 792.10401 through R 792.10448.

Issuance of this notice is a ministerial act and does not constitute a determination that Consumers Energy Company's application is complete within the meaning of MCL 460.6a(1).

**CONSUMERS ENERGY COMPANY HAS REQUESTED THE INCREASES AND OTHER PROPOSALS DESCRIBED IN THIS NOTICE. THE MICHIGAN PUBLIC SERVICE COMMISSION MAY GRANT OR DENY THE REQUESTED INCREASES AND OTHER PROPOSALS, IN WHOLE OR IN PART, AND MAY GRANT LESSER OR GREATER INCREASES THAN THOSE REQUESTED, AND MAY AUTHORIZE A LESSER OR GREATER RATE FOR ANY CLASS OF SERVICE THAN THAT REQUESTED.**



**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

**NOTICE OF HEARING  
FOR THE ELECTRIC  
CUSTOMERS OF  
CONSUMERS ENERGY COMPANY  
CASE NO. U-18402**

Received

**NOV 17 2017**

City of Plainwell  
Clerk/Treasurer's Office

- Consumers Energy Company requests Michigan Public Service Commission for Approval of a Power Supply Cost Recovery (PSCR) plan and for authorization of monthly PSCR factors for 2018.
- The information below describes how a person may participate in this case.
- You may call or write, Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the application at the offices of Consumers Energy Company.
- The public hearing in this matter will be held:

**DATE/TIME:** **Thursday, November 30, 2017, at 9:00 A.M.**  
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

**BEFORE:** Administrative Law Judge Dennis W. Mack

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

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

The Michigan Public Service Commission (Commission) will hold a hearing to consider Consumers Energy Company requests Michigan Public Service Commission for approval of a Power Supply Cost Recovery (PSCR) plan and for authorization of monthly PSCR factors for 2018, with a maximum monthly PSCR factor of not less than \$0.00088 per kWh for all classes of customers.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by **November 21, 2017**. (Petitions to intervene may also be filed using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department - Regulatory Group, One Energy Plaza, Jackson, MI 49201.

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

Requests for adjournment must be made pursuant to the Commission's Rules of Practice and Procedure R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

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

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in various Commission proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; and Parts 1 & 4 of the Michigan Administrative Hearing System's Administrative Hearing Rules, Mich. Admin Code, R 792.10101 through R 792.10137, and R 792.10401 through R 792.10448.

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

**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

**NOTICE OF HEARING FOR  
THE NATURAL GAS  
CUSTOMERS OF  
CONSUMERS ENERGY COMPANY  
CASE NO. U-18458**

Received

**NOV 22 2017**

City of Plainwell  
Clerk/Treasurer's Office

- Consumers Energy Company requests Michigan Public Service Commission approval of a natural gas rate self-implementation reconciliation.
- The information below describes how a person may participate in this case.
- You may call or write, Consumers Energy Company, One Energy Plaza, Jackson, MI 49201 for a free copy of its application. Any person may review the application at the offices of Consumers Energy Company.
- The Prehearing in this matter will be held:

**DATE/TIME:** **Tuesday, December 5, 2017, at 9:00 A.M.**  
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

**BEFORE:** Administrative Law Judge Suzanne D. Sonneborn

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

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

The Michigan Public Service Commission (Commission) will hold a hearing to consider Consumers Energy Company's (Consumers Energy) October 27, 2017 application for approval of a natural gas rate self-implementation reconciliation. Consumers Energy is requesting the Commission to order that no refund is required pursuant to MCL 460.6a(2) with respect to the provisional rates implemented by Consumers Energy in Case No. U-18124 for the period January 29, 2017 to August 6, 2017, and find that no customer rates or charges will be increased if the relief requested is granted.

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

Any person wishing to intervene and become a party to the case shall electronically file a



petition to intervene with this Commission by **November 28, 2017**. (Petitions to intervene may also be filed using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

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

Requests for adjournment must be made pursuant to the Commission's Rules of Practice and Procedure R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

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

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Michigan Administrative Hearing System's Administrative Hearing Rules, Mich. Admin Code, R 792.10101 through R 792.10137, and R 792.10401 through R 792.10448.

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

## Reports & Communications:

### A. Site Plan Review – Ace Parking Lot Striping Pole Barn:

The Planning Commission reviewed a site plan for Ace Parking Lot Striping at 939 Industrial Parkway to add a pole barn for cold storage.

**Recommended action:** Consider approving the site plan for the addition of a pole barn at Ace Parking Lot Striping at 939 Industrial Drive.

### B. Board & Commission Member Appointments:

Several terms expire as of December 31, 2017. Jim Higgs on the Planning Commission and Marsha Keeler on the Parks & Trees Commission have offered to continue serving and have been reappointed. At the November 15, 2017 Planning Commission meeting, Chris Slinkman's resignation was accepted, leaving a vacancy which has been filled by Rachel Colingsworth who agreed to complete Mr. Slinkman's term. Finally, Justin Burchett has resigned from the Parks & Trees Commission, leaving a vacancy on that Commission. The vacancy has been posted.

**Recommended action:** Consider confirming the Mayor's reappointment of Jim Higgs to the Planning Commission and Marsha Keeler to the Parks & Trees Commission, as well as the appointment of Rachel Colingsworth to the Planning Commission to complete Chris Slinkman's term (accept Commissioner Slinkman's resignation with regrets).

### C. WR – Replace Dystor Methane Sensor:

The 2005 Methane Dystor sensor is obsolete and no longer supported.

**Recommended action:** Consider approving the purchase of a replacement sensor in the Dystor system from Evoqua water Technologies for \$3,711.00.

### D. Public Safety Electronic Control Device Purchase:

The city's existing Taser models have reached the end of their useful lives and need replacement. The newer technology model, the X2, allows law enforcement officers additional less-lethal options when confronted by dangerous subjects.

**Recommended action:** Consider approving the purchase of two (2) Axon X2 electronic control devices, and related accessories, from Axon Enterprise Inc. for \$4,337.52.

## Reminder of Upcoming Meetings

- December 14, 2017 – Allegan County Board of Commissioners – 7pm
- December 12, 2017 – Plainwell DDA/BRA/TIFA Board – 7.30am
- December 6, 2017 – Plainwell Planning Commission – 7pm
- December 11, 2017 – Plainwell City Council – 7pm

## Non-Agenda Items / Materials Transmitted

- Notice of Hearing – Consumers Energy – November 28, 2017 10am
- Notice of Hearing – Consumers Energy – November 30, 2017 9am
- Notice of Hearing – Consumers Energy – December 5, 2017 9am