City of Plainwell

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



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

"The Island City"

AGENDA

Plainwell City Council Monday, December 13, 2021 - 7:00PM Plainwell City Hall Council Chambers

- 1. Call to Order
- 2. Invocation
- 3. Pledge of Allegiance
- 4. Roll Call
- 5. **Approval of Minutes –** November 22, 2021 Regular Meeting
- 6. General Public Comments
- 7. County Commissioner Report
- 8. Agenda Amendments
- 9. Mayor's Report
- 10. Recommendations and Reports:

A. Public Hearing – Commercial Rehabilitation District – 119 W. Bridge St.

Council will hold a public hearing to receive comments regarding the creation of a Commercial Rehabilitation District at 119 West Bridge Street.

B. WR - Digester, Dystor PLC Replacement

Council will consider approving the upgrade of a Programmable Logic Computer replacement for the Digester process at the Water Renewal Plant with Perceptive Control at a cost of \$14,800.00.

C. Rental Rehab Grant Administrator

Council will consider approving a grant administration agreement with Abonmarche Consultants in an amount not to exceed \$15,000.00 for the CDBG rental rehabilitation grant for 112 N. Main Street.

D. WR - Installation of Methane Accumulator

Council will consider approving the installation of a methane accumulator by Franklin Holwerda Company at a project cost of \$12,500.00

E. Mill Demolition Project - Change Order for Building 3 South Wall

Council will consider approving a change order for the Building 3 South Wall improvements with Melching, Inc. at an estimated cost of \$160,390.00.

F. Resolution 2021-20 - General Obligation Bonds

Council will consider adopting Resolution 2021-20 to advertise for bond issuance.

- 11. Communications: The October 2021 DPS Report, November 2021 Investment and Fund Balance Reports.
- 12. Accounts Payable \$630,584.89
- 13. Public Comments
- 14. Staff Comments
- 15. Council Comments
- **16.** Closed Session Adjourn to closed session to discuss attorney/client privilege information.
- 17. Adjournment

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

MINUTES Plainwell City Council November 22, 2021

- 1. Mayor Keeler called the regular meeting to order at 7:00 PM in City Hall Council Chambers.
- 2. Steve Smail from Lighthouse Baptist Church gave the invocation.
- 3. Pledge of Allegiance was given by all present.
- 4. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Overhuel and Councilmember Wisnaski. Absent: Councilmember Keeney.

A motion by Wisnaski, seconded by Steele, to excuse Councilmember Keeney. On a voice vote, all in favor. Motion passed.

5. Approval of Minutes/Summary:

A motion by Steele, seconded by Overhuel, to accept and place on file the Council Minutes of the 11/08/2021 regular meeting. On a voice vote, all voted in favor. Motion passed.

6. Public Comment:

Lori Antkoviak, Director of the Safe Harbor Children's Advocacy Council, gave a presentation and asked the City to consider allocating a portion of the ARPA Funding to support the Council.

- 7. County Commissioner Report: None.
- 8. Agenda Amendments: None.
- 9. Mayor's Report:

Mayor Keeler praised Bob Kengis' recent judicial promotion.

- 10. Recommendations and Reports:
 - A. Property Owner Barb Bechtel, of Barbed Wire Café, presented Council with updated plans and a cashiers' check based on a November 9, 2021 DDA Board recommendation to sell the Jensen Lot. Bechtel gave a presentation on her planned business expansion. Council questioned the existing sidewalk and the need for future green space in the lot. Mayor Keeler suggested a counter-offer of \$15,000 for half of the lot. After additional discussion, City Manager Wilson requested authorization to finalize a proposed boundary for the north expansion of Barbed Wire Café, subject to updated architectural drawings. A motion by Overhuel, seconded by Steele, to authorize the City Manager to finalize an updated proposed northern boundary for expansion of Barbed Wire Café, including sidewalk replacement, for a selling price of \$15,000.00. On a roll call vote, all voted in favor. Motion passed.
 - B. Superintendent Pond reported some spare parts no longer needs after the upgrade to the Wedgewood Lift Station. These parts could be sold to Village of Barryton subject to Council approval.

 A motion by Overhuel, seconded by Steele, to authorize the sale of a spare pump pedestal elbow, sliding bracket and upper guide rail part to Village of Barryton for \$480.00. On a roll call vote, all voted in favor. Motion passed.

C. Treasurer Kelley reported the dump body on Truck 19 is rusting through and has reached the end of its useful life. Quotes received included the installation and painting, which Superintendent Nieuwenhuis believes can be done in-house. Recommendation is to purchase a stock dump body and have staff complete the installation in the Spring.

A motion by Wisnaski, seconded by Overhuel, to approve the purchase of a replacement dump box for Truck 19 from Truck & Trailer Specialties for \$4,911.00. On a roll call vote, all voted in favor. Motion passed.

D. City Manager Wilson gave an update on negotiations for leasing the William Crispe Community House. He gave some options to be included with the lease and asked for direction from Council.

A motion by Wisnaski, seconded by Steele, to authorize the City Manager to execute a lease agreement with Stanford Lodge for the William Crispe Community House based on the provisions presented. On a roll call vote, all voted in favor. Motion passed.

11. Communications: None

A. A motion by Steele, seconded by Overhuel, to accept and place of file the draft November 9, 2021 DDA/BRA/TIFA Board Meeting Minutes. On a voice vote, all in favor. Motion passed.

12. Accounts Payable:

A motion by Wisnaski, seconded by Steele, that the bills be allowed and orders drawn in the amount of \$109,191.77 for payment of same. On a roll call vote, all in favor. Motion passed.

13. Public Comments: None

14. Staff Comments

Deputy Director John Varley reported training of new Public Safety Officer Roberts is going well. He also reported Officer Bruce handled an emergency call very well on Sunday the 21st.

Personnel Manager Lamorandier wished everyone a Happy Thanksgiving.

Community Development Manager Siegel reported continued progress on grant applications and successful indoor farmers markets. She read a proclamation for Small Business Saturday on November 27, 2021.

Clerk/Treasurer Kelley reported ongoing work with the Chart of Accounts, audit, budget, elections and clerk duties. He noted 2021 Winter Taxes will be issued December 1, 2021 and will be due February 14, 2022.

15. Council Comments:

Mayor Pro Tem Steele noted a successful Chamber of Commerce dinner last week.

Councilmember Wisnaski expressed joy at progress made on the Crispe House and Barbed Wire Café.

16. Adjournment:

A motion by Steele, seconded by Overhuel, to adjourn the meeting at 8:10 PM. On voice vote, all voted in favor. Motion passed.

Minutes respectfully Submitted by, Brian Kelley City Clerk/Treasurer MINUTES APPROVED BY CITY COUNCIL December 13, 2021

Brian Kelley, City Clerk



Resolution 2021-19 City of Plainwell Allegan County, Michigan

A RESOLUTION TO ESTABLISH A COMMERCIAL REHABILITATION DISTRICT FOR 119 W. BRIDGE ST., PLAINWELL, MI 49080 – PARCEL 55-350-001-10

Minutes of a regular meeting of the City Council of the City of Plainwell, held on December 13, 2021, at Plainwell City Hall in Plainwell, Michigan at 7:00pm..

PRESENT:	
ABSENT:	
The following preamble and resolution were offered by	, and supported by
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WHEREAS, pursuant to PA 210 of 2005, the has the authority to establish "Commercial Rehabilitation Districts" within the City of Plainwell at request of a commercial business enterprise; and

WHEREAS, Mark and Lisa Mezaros, has filed a written request with the clerk of the City of Plainwell requesting the establishment of the Commercial Rehabilitation District for 119 W. Bridge St. located in the City of Plainwell hereinafter described; and

WHEREAS, the City Council of the City of Plainwell determined that the district meets the requirements set forth in sections 2(b) and 3 of PA 210 of 2005; and

WHEREAS, written notice has been given by certified mail to the county and all owners of real property located within the proposed district as required by section 3(3) of PA 210 of 2005; and

WHEREAS, on December 13, 2021 a public hearing was held and all residents and taxpayers of the City of Plainwell were afforded an opportunity to be heard thereon; and

WHEREAS, the City Council deems it to be in the public interest of the City of Plainwell to establish the Commercial Rehabilitation District as proposed;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Plainwell that the following described parcel(s) of land situated in the Central Business District of the City of Plainwell, Allegan County and State of Michigan, to wit:

119 W. Bridge St. Plainwell, MI 49080

55-350-001-00

LOT 17 BLOCK 1 EX THE W 46.5 FT OF S 122 FT ALSO UNNUMBERED LOT LYING E OF LOT 17 ALSO W 82 FT OF LOT 18 ALSO E 2.5 FT OF LOT 19 ALSO E 2.5 FT OF N 10 FT LOT 20 ALSO COM AT A PT ON S LINE OF LOT 17 3 RDS E OF SW COR SD LOT 17 TH N TO WITHIN 10 FT OF N LINE OF SD LOT 17 TH W 3 FT TH SE TO PLACE OF BEG EXCEPT: COM AT SW COR LOT 4 SD PLAT TH W 30' TO POB THIS DESC TH W 19.09' TH N 121.58' TH E 19.09' TH S 121.58' TO POB THOMPSON'S ADDITION (87)

be and here is established as a Commercial Rehabilitation District pursuant to the provisions of PA 210 of 2005 to be known as Commercial Rehabilitation District No. 001.

YES:	
NO:	
ABSENT:	
	Brian Kelley, City Clerk
	CERTIFICATE:

STATE OF MICHIGAN COUNTY OF ALLEGAN

I, the undersigned do hereby certify 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 December, 2021.

Brian Kelley, City Clerk	

10/25/2021

To the City Council of Plainwell,

Mark and Lisa Mezaros, would like to ask the City Council of Plainwell to consider adopting a Commercial Rehabilitation District for their property at 119 West Bridge Street. They are hoping to invest \$1.5 million dollars to bring their property from an obsolete status without electricity, plumbing, and necessary structural safety measures to a full-service distillery service food and spirits along with the installation of a pottery studio. The tax burden of bringing this project to completion would be debilitating and may stall efforts they are in need of this incentive to move their project forward. Thank you for your time and consideration.

Michelle Miersma Development Grant Writing Svs. (616)795-1806

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

COMMERCIAL REHABILITATION ACT

Public Act 210 of 2005, as amended, encourages the rehabilitation of commercial property by abating the property taxes generated from new investment for a period up to 10 years. As defined, commercial property is a qualified facility that includes a building or group of contiguous buildings of commercial property that is 15 years or older, of which the primary purpose is the operation of a commercial business enterprise or multifamily residential use. A qualified facility may also include vacant property or other commercial property which, within the immediately preceding 15 years, was commercial property. Types of commercial business enterprises include office, engineering, research and development, warehousing, parts distribution, retail sales, and other commercial activities. Multi-family residential is housing that consists of five or more units. Commercial properties allocated new market tax credits are also considered a qualified facility.

Qualified retail food establishments are considered a qualified facility for purposes of granting the tax abatement. These establishments include a retail supermarket, grocery store, produce market, or delicatessen that offer unprocessed USDA-inspected meat and poultry products or meat products that carry the USDA organic seal, fresh fruits and vegetables, and dairy products for sale to the public. The qualified retail food establishment must be located in a "core community" as defined in the Obsolete Property Rehabilitation Act (PA 146 of 2000) or in an area designated as rural as defined by the United States Census Bureau and is located in an underserved area.

Commercial property does not include property that is to be used as a professional sports stadium or a casino. Land and personal property are not eligible for abatement under this act.

Note: This document is offered as a general guide only and the legislation should be reviewed by local officials.

WHO IS ELIGIBLE?

"Qualified local government units" mean any city, village or township.

WHAT IS REHABILITATION?

Rehabilitation is defined as changes to qualified facilities that are required to restore or modify the property, together with all appurtenances, to an economically efficient condition. The new investment in the rehabbed property must result in improvements aggregating to more than 10 percent of

the true cash value of the property at commencement of the rehabilitation of the qualified facility. Rehabilitation includes the following: improvement of floor loads, correction of deficient or excessive height, new or improved fixed building equipment including heating, ventilation, and lighting, reducing multistory facilities to one or two stories, improved structural support including foundations, improved roof structure and cover, floor replacement, improved wall placement, improved exterior and interior appearance of buildings, and other physical changes required to restore or change the property to an economically efficient condition.

Rehabilitation also includes new construction on vacant property from which a previous structure has been demolished and if the new construction is an economic benefit to the local community as determined by the qualified local governmental unit.

Rehabilitation for a qualified retail food establishment also includes new construction.

WHAT IS THE PROCESS?

Before the Commercial Rehabilitation Exemption Certificate (i.e., property tax abatement) can be granted to the commercial property owner, the city, village or township by resolution of its legislative body, must establish a Commercial Rehabilitation District. The establishment of the district may be initiated by the local government unit or by owners of property comprising 50 percent of all taxable value of the property in the proposed district. The district must be at least three acres in size unless it is located in a downtown or business area or contains a qualified retail food establishment.

The city, village or township must hold a hearing to establish a Commercial Rehabilitation District. Notification of the hearing must be given to the county board of commissioners and all real property owners in the proposed district.

After the hearing is held and the local unit of government determines the district meets the requirements of the act, a copy of the resolution adopting the district shall be provided to the county where the district is established. Within 28 days, the county may accept or reject the establishment of the district. In a county with a county executive, the executive can write a letter rejecting the establishment of the district. In all other counties, the county board of commissioners can pass a resolution rejecting the establishment of the district.

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

Once the district is established, the property owners may file an application with the local clerk for a commercial rehabilitation exemption certificate. Applications are available from the Michigan Department of Treasury. The local clerk shall provide written notification to the assessor of the local unit of government and each taxing jurisdiction that levies ad valorem property taxes of the application hearing. The city, village or township has 60 days after receipt of the application to either approve or disapprove the application. If denied, a reason must be given in the resolution. The assessor and applicant shall be sent a copy of the unapproved resolution by certified mail. If approved, the application and resolution must be sent to the State Tax Commission, which will certify or deny the application within 60 days. A resolution is not effective unless approved by the State Tax Commission.

COMMERCIAL REHABILITATION EXEMPTION CERTIFICATE

Upon approval by the State Tax Commission, a commercial rehabilitation certificate is issued. The property owner must pay a Commercial Rehabilitation Tax rather than the normal property tax. The certificate must be issued for a period of at least one year, but cannot exceed 10 years. Certificates initially issued for less than 10 years may be extended, but shall not exceed 10 years. The criteria for extensions must be included in the resolution approving the abatement.

The Commercial Rehabilitation Tax freezes the taxable value of the building and exempts the new investment from local taxes. The school operating tax and the State Education Tax (SET) are still levied on the new investment. Land and personal property cannot be abated under this act.

DISCUSSION

In addition to the Commercial Rehabilitation Act (PA 210 of 2005), several other property tax abatements are available for the rehabilitation of commercial property in Michigan, including the Commercial Redevelopment Act (PA 255 of 1978) and the Obsolete Property Rehabilitation Act (PA 146 of 2000). Each act has unique eligibility requirements, processes, and lengths and terms of the abatement. Please refer to the Michigan Economic Development Corporation (MEDC) fact sheet for more information on each program and consult the authorizing statute to determine the best fit for your project needs.

SUPPORTING STATUTE

Public Act 210 of 2005: Commercial Rehabilitation Act

CONTACT INFORMATION

For more information on the Commercial Rehabilitation Act, contact the Community Assistance Team (CAT) specialist assigned to your territory or visit www.miplace.org.



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

12/1/2021

To: Erik Wilson, City Administrator From: Bryan Pond, Superintendent WR

Cc: Brian Kelley City Treasurer

RE: Digester, Dystor PLC (Programmable Logic Computer) Replacement

This is a budgeted project that we have been looking to appropriate for a couple of fiscal years due to the phasing out of the SLC 5/05 PLC. The PLC monitors the plant boiler and methane gas holding system "DYSTOR" for operational conditions and alarm messaging.

The project is budgeted at \$12,000 from past quotations and is available in line item 590-970-971-000, the additional \$2,800 is available from line item 590-540-930.

Perceptive Controls is our local system integrator which has performed all of our SCADA work since its inception and below is the original quote from Perceptive with the project cost analysis.

"We are pleased to provide you a proposal for the Digester PLC upgrade. The existing AB SLC 5/05 plc is being phased out. We are proposing replacing the existing PLC with a new AB compact logic plc. This new plc uses the new Logix 5000 tagging structure and programming software. We will need to update the tagging in the PLC and in the HMI screens. We will also update the existing drawings to show the new plc and modules. We anticipate a long day to wire the new modules.

New AB Compact Logix processor and modules. \$9,000.00 Engineering, Programming, CAD, & Install: \$5,800.00 Total: \$14.800.00

Also, please note that we are getting April 2022 delivery dates on some modules. We can place the order now to ship complete and they will hold it until all are in, to essentially get your product secured."

With council's consideration I would like to recommend Perceptive Control of Plainwell Mi. for the amount \$14,800 for the PLC upgrade.

Mr. Bryan Pond

City of Plainwell – WWTP

129 Fairlane Street Plainwell, MI 49080

Subject: Digester PLC Upgrade

Dear Mr. Pond:

We are pleased to provide you a proposal for the Digester PLC upgrade. The existing AB SLC 5/05 plc is being phased out. We are proposing replacing the existing PLC with a new AB compact logic plc. This new plc uses the new Logix 5000 tagging structure and programming software. We will need to update the tagging in the PLC and in the HMI screens. We will also update the existing drawings to show the new plc and modules. We anticipate a long day to wire the new modules.

New AB Compact Logix processor and modules. \$9,000.00 Engineering, Programming, CAD, & Install: \$5,800.00

Total: \$14,800.00

Also, please note that we are getting April 2022 delivery dates on some modules. We can place the order now to ship complete and they will hold it until all are in, to essentially get your product secured.

Thank you for considering us on the above project. We look forward to continuing our work with you.

Sincerely,

Ryan Fisher Perceptive Controls, Inc. 269-207-4287

perceptive controls, inc.

TERMS AND CONDITIONS

1. PAYMENT TERMS

a) Milestone billing. Payment terms are NET 30 DAYS.

Unless explicitly amended or deleted, the following shall be considered a part of any contract resulting from this proposal.

2. BASIS OF PRICE

- a) Perceptive Controls, Inc. prices do not include sales, use, excise or other similar taxes or fees, unless expressly stated within this proposal.
- b) Bonds, insurance (other than our normal coverage), and other premiums are not included.
- c) In the event any payment becomes past due, a charge of 1.5% will be assessed monthly and the entire contract amount may be demanded in full.
- d) ALL ORDERS ARE SUBJECT TO CREDIT APPROVAL.
- e) The prices quoted are firm and not subject to escalation. However, in the event PERCEPTIVE CONTROLS Inc. is unable to ship equipment or provide services in accordance with the schedule determined at the time of an order, due to delays caused by you, including, but not limited to request to defer shipment or service, delays in return of submittal drawings, hold for inspection, or agreement to terms, we reserve the right to escalate our price.
- f) Our prices include only the specific items listed under the particular sections of this proposal. Items specified in other sections of the purchaser's specifications and not included herein are to be furnished by others.
- g) Our proposal is based on design and fabricating the proposed equipment to American standards for system dimensions and sizes. Similarly, all technical specifications, manuals, drawing dimensions, schedules, etc., will be in the English language and American system.
- h) This proposal is valid for 30 days.

3. **DELIVERY**

- a) The responsibility of Perceptive Controls, Inc. for physical damage ends when placed with the carrier.
- b) Shipping dates are approximate. We reserve the right to make partial shipments and as material is available.
- c) If shipment is delayed by Purchaser, Perceptive Controls, Inc. may invoice and pass title to the Purchaser; Purchaser agrees to remit the amount due at the times stated as if the equipment had shipped. All costs of storage shall be at the Purchaser's expense.
- d) Perceptive Controls, Inc. will be excused for delays for reasons beyond its reasonable control (i.e., force majeure).
- e) No fabrication or continuance of Engineering will be started without return of customer approved submittal drawings at their mutually agreed to, final, revision.

4. CANCELLATION

In the event of cancellation, Purchaser agrees to compensate Perceptive Controls, Inc. for all work performed including any purchased material restocking fees and expenses required to leave the job site. Purchaser will issue a written notice of cancellation, unless cancellation is due to default on the part of Perceptive Controls, Inc.

5. WARRANTY

PERCEPTIVE CONTROLS, Inc., warrants its equipment to be free from defects in material and workmanship. Decomposition by chemical action and wear caused by the presence of abrasive materials shall not constitute defects.

<u>Remedy</u>: Provided Purchaser gives Perceptive Controls, Inc. prompt written notice of defect within six (6) months from date of delivery. Perceptive Controls, Inc. shall repair or replace parts proven to be defective in materials and workmanship or, at its sole option, refund the purchase price.

Perceptive Controls, Inc. will accept back charges for reasonable repairs or replacements performed by Purchaser provided that Perceptive Controls, Inc. has given its written approval prior to Purchaser performing such work. However, Perceptive Controls, Inc. will not accept charges for cutting, trimming, fitting and other field work normally associated with erection/installation of the equipment.

perceptive controls, inc.

The remedy stated above for proven defects in materials and workmanship SHALL BE THE SOLE AND EXCLUSIVE REMEDY under this Warranty.

THERE ARE NO WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OF THE EQUIPMENT NOR ANY OTHER WARRANTIES (EXPRESS, IMPLIED OR STATUTORY), NOR ANY OTHER REPRESENTATIONS, OTHER THAN THE WARRANTIES AND REPRESENTATIONS SET FORTH IN PERCEPTIVE CONTROLS'S PROPOSAL.

6. PRODUCT SAFETY

Products designed and manufactured by Perceptive Controls, Inc. are capable of being used in a safe manner, but PERCEPTIVE CONTROLS, Inc. cannot warrant their safety under all circumstances. Purchaser must install and use the products in a safe and lawful manner in compliance with applicable health and safety regulations and laws and general standards of reasonable care.

7. GENERAL LIMITATION OF LIABILITY

Under this Agreement, PERCEPTIVE CONTROLS, Inc. will not be liable for any consequential or incidental damages, including, but not limited to, damages resulting from injury to persons or property (except liability for bodily injury or death occasioned to third parties as a direct result of PERCEPTIVE CONTROLS' negligence), loss of profits, loss of business reputation, downtime, or any losses or expenses in connection with the furnishing of Products or Services.

8. CHANGES, DELAYS, AND UNUSUAL COSTS

If Purchaser requests or causes changes to be made in design or construction of the products, or if Purchaser delays the progress of work covered by the quotation, the contract price will be adjusted to reflect any increase or decrease. Additional charges may be made to cover any unforeseen or unusual cost elements which have not been anticipated both by PERCEPTIVE CONTROLS, Inc. and Purchaser: i.e., extended storage, repriming, etc.

9. DESIGNS AND TECHNICAL INFORMATION

All manufacturing devices, designs, data or other technical information relating to an order will remain PERCEPTIVE CONTROLS' property.

10. Nonwaiver

The failure of PERCEPTIVE CONTROLS, Inc. to insist upon strict performance of any of the terms of conditions stated herein will not be considered a continuing waiver of any such term or condition or any of its rights, nor will it imply a course of performance between the parties.

11. COMPLETE AGREEMENT

The complete agreement between Perceptive Controls, Inc. and Purchaser is contained herein and no additional or different term or condition will be binding unless mutually agreed to in writing.

City of Plainwell

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



"The Island City"

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

Fax: 269-685-7282

Web Address: www.plainwell.org

MEMO

To: Erik Wilson, City Manager

From: Denise Siegel, Community Development Manager

Subject: Rental Rehab Grant Administrator

Date: December 7, 2021

In regards to the RFP that was requested at the Oct. 14 City Council meeting for a Grant Administrator for the Rental Rehab project at 112 N. Main St. only 1 proposal was submitted. We have been granted permission from the Community Development Block Grant (CDBG) for a pre-agreement of administrative expenses associated with the City's proposed CDBG Project/rental rehab of 112 N. Main St. Our request to incur administrative expenses up to \$15,000 with Joelle K. Regovich, Abonmarch Consultants, Inc. has been approved by MEDC/CDBG.

I recommend we sign the grant administration agreement to move forward with this project. Payment to the administrator is based on negotiated terms between the City and the selected administrator, which could be based on: a. Reimbursement from the City; or b. The City's drawdowns from the Michigan Economic Development Corporation (MEDC).





CERTIFIED GRANT ADMINISTRATOR PROPOSAL

SOUTHWRIGHT APARTMENT
BUILDINGS
CDBG PROJECT



September 13, 2021

Brian Kelley, City Treasurer/City Clerk City of Plainwell 211 N. Main Street Plainwell, MI 49080

Subject: Certified Grant Administrator Proposal

Southwright Apartment Buildings Project

Dear Brian:

Enclosed is my response to the RFP for a Certified Grant Administrator on the Southwright Apartment Buildings project. I look forward to the opportunity to work with the City of Plainwell on this endeavor. If you have any questions, feel free to contact me via email at jregovich@abonmarche.com, or via phone at 269.926.4579.

Sincerely,

Joelle Regovich

Certified Grant Administrator

Timothy R. Drews, PE

Vice President



At Abonmarche, our reputation is built on **trust**, **passion**, **reliability**, **and quality**. We are committed to exceed the specific needs of each client, which has established an outstanding portfolio of referrals. We work closely with our clients to understand what they need to accomplish and what they hope to achieve.

We undertake every project with our client's best interests in mind and truly seek to become **partners** during the course of the project. Our business strategy is centered upon building **long-term client relationships**. During our proud history, we have attracted and retained clients by focusing on client satisfaction and providing value added services. In fact, over 80% of our work is repeat business from loyal clients even as new clients desire to partner with us.

Abonmarche's **tradition of service** dates back to 1979, when our company was first founded in Southwest Michigan, to provide clients with surveying, civil engineering, and marina development services. In 1984, we diversified, adding architecture, planning, and landscape architecture to our range of services. One of the reasons our clients choose to work with us is our **reputation as a one-stop shop** no matter what the task, we have the resources, experience and capacity to deliver the needed services that result in impactful, sustainable projects.

As our client base and geographical service area expanded, we opened additional offices to better meet our clients' needs and carry on the tradition of service upon which the company was founded. With **41 years of experience**, Abonmarche has become a premier provider of a wide array of professional services, providing superior customer value, and **improving communities** for a variety of private- and public-sector clients. This often includes grant and loan applications in coordination with state funding agencies.

Our staff of 140+ has sufficient and redundant capacity to meet the needs of this project and the expectations of our clients. Our strength lies in our ability to draw upon the diverse knowledge and experience of our principals and staff. This enables us to creatively address design issues when they arise. Our strategy is to form a skilled project team that will **add value** to your project by providing **excellent communication**, **ingenuity**, **and customer service** paired with knowledge and experience.



Abonmarche brings a significant amount of value added service to our clients through our ability to match client needs with grant opportunities. We have experience working with numerous state and federal granting agencies such as the Michigan Natural Resources Trust Fund, Michigan Department of Natural Resources, Michigan Waterways Commission, Michigan Department of Transportation, U.S. Department of Agriculture, the Michigan Economic Development Corporation, and the Michigan Council for Arts and Cultural Affairs. We also have significant experience with private philanthropic organizations.

Our approach for grants is to evaluate and discuss the project with the community to best understand the goal they are trying to achieve. Understanding the main goal behind the improvements allows us to recommend the most successful grant application approach to funding it. Abonmarche also understands that grant funders want their monies to be used to support their causes. We endeavor to match projects to funding sources that share common goals.

We can also provide feedback on elements that strengthen or weaken the application, plus give some insight on timeframe for the project should funding be received. Some grants need to move quickly and resources have to be ready and on hand. Many grants require a long-term approach to project actualization and recognizing a several year timeframe can help communities establish budgets and manage expectations better. Guiding the community on this timing is an important factor in the grant application process.

Since a grant will frequently require an estimate and preliminary design concept with the application, Abonmarche's technical staff are of great benefit. Abonmarche's ability to develop strong project scopes, design concepts and accurate cost estimates is a cornerstone to our success in securing grants for our clients. A frequently overlooked component in a grant application is a realistic cost estimate for the project. Most grant awards are a fixed amount that cannot change after execution. Rather than leaving communities wondering how to address a budget shortfall, Abonmarche works to provide realistic estimates and project phases to include in grant applications that maximize successful project completion. Additionally, Abonmarche has experience layering financing from several funding sources to finance larger scale projects.



Once funding has been secured, our grant staff coordinates and manages grant compliance requirements. This can include environmental review processes, SHPO Section 106 applications, public notices and hearings, bid language, contract awards, utilizing Davis Bacon Act wages, reviewing and approving pay and reimbursement requests, progress reports and closeout paperwork.

Abonmarche grant staff work closely with project managers and are well versed in terminology and project progression. They have a clear understanding of the work being performed and can provide educated monitoring of the project.

This long track record of successfully securing and managing grants on behalf of our clients positions us well to serve the grantees and grantors as a Certified Grant Administrator (CGA), particularly for projects with multiple grant resources involved.

Following are a few of the recent grants we have helped deliver to our clients:

AWARDED GRANTS

CITY OF GRAND HAVEN

- Sluka Field Restroom/Concession Building MNRTF Development Grant \$300,000 award
- Mulligan's Hollow Parking Improvements
 MNRTF Development Grant \$280,000 award
- Mulligan's Hollow Basketball Courts
 MNRTF Development Grant \$258,300 award
- Waterfront Stadium Renovation
 MNRTF Development Grant \$280,000 award
- Phase III Marina Improvements PES
 DNR Waterways Grant \$17,500 award
- Harbor Island Fish Cleaning Station
 Great Lakes Fisheries Trust \$85,000 award
- Grand Haven South Pier Lighthouses
 Michigan Lighthouse Assistance Program Grant \$60,000 award
- Harbor Drive Improvements
 MEDC Infrastructure Capacity Enhancement
 Grant \$1,151,590 award
- Riverwalk Project
 MEDC Community Development Block Grant
 \$1,474,983 award
- Fulton Street Improvements
 MDOT Transportation Economic Development Fund (TEDF) \$336,545 award

CITY OF NEW BUFFALO

- Transient Marina PES
 DNR Waterways Grant \$15,000 award
- Waterfront Placemaking Study
 USDA Rural Business Development Grant \$51,000
 award
- Dune Walk Reconstruction
 DNR Land & Water Conservation Fund \$210,000
 award
- Dune Walk Reconstruction
 The Pokagon Fund \$110,000 award
- Whittaker Street Reconstruction
 The Pokagon Fund \$1,600,000 award
- Marquette Greenway Trailhead
 Recreation Passport \$100,000 award

CITY OF ALLEGAN

- Riverfront Plaza Development
 Michigan Economic Development Corporation \$250,000 award
- Canoe/Kayak Launch Facility
 DNR Land and Water Conservation Fund \$125,000 award
- Cutler Street Parking Lot
 USDA Rural Business Development Grant
 \$75,000 award



Riverfront Parking Lot

USDA Rural Business Development Grant \$30,000 award

Riverfront Stage

Michigan Council for Arts and Cultural Affairs \$52,812 award

Welcome Center

Michigan Municipal League Place Plan Implementation Grant \$11,000 award

CITY OF SOUTH HAVEN

Canoe/Kayak Launch Facility

Coastal Zone Management \$100,000 award

• Fish Cleaning Station

Great Lakes Fisheries Trust \$150,000 award

Black River Park Skid Piers

MNRTF Development Grant \$37,500 award

Black River Park Skid Piers 2

MNRTF Development Grant \$37,500 award

- Preliminary Engineering Study Southside Marina DNR Waterways Grant \$100,000 award
- Splash Pad and Plaza

MNRTF Development Grant \$300,000 award

Black River Park Access Drive

DNR Waterways Infrastructure Improvement Grant \$86,000 award

Black River Park Parking Lot

USDA Rural Business Development Grant \$30,000 award

• Southside Marina Wave Study

DNR Waterways Grant \$50,000 award

Southside Marina Reroof

DNR Waterways Program \$62,500 award

• Black River Park Restroom Renovation

Recreation Passport Grant \$37,500 award

• Liberty Hyde Bailey Museum

Michigan Council for Arts and Cultural Affairs Capital Improvement Grant \$18,200 award

Michigan Lighthouse Assistance Program \$60,000 award

Center Street Streetscape Improvements

MEDC Community Development Block Grant \$871,000 award

USDA Rural Business Development Grant \$100,000 award

North Beach Park Improvements

MNRTF Development Grant \$300,000 award

Bicycle Pump Track

Recreation Passport Grant \$42,800 award

• Fishing Platform and Bank Stabilization

DNR Land and Water Conservation Fund Grant \$78,100 award

SOUTH HAVEN AREA RECREATION AUTHORITY

• Pilgrim Haven Development Phase 1

MNRTF Development Grant \$50,000 award

• Pilgrim Haven Phase 2

MNRTF Development Grant \$100,000 award

14th Avenue Parcel Acquisition

MNRTF Acquisition Grant \$300,000 award

Royle Property Acquisition

MNRTF Acquisition Grant \$2,262,000 award

VILLAGE OF PAW PAW

Michigan Avenue Improvements

MDOT Transportation Alternatives Program \$426,921 award

U.S. Department of Agriculture Rural Business Development Grant \$89,025 award

CITY OF MUSKEGON

• Hartshorn Marina PES

DNR Waterways Grant \$30,000 award

NEW BUFFALO TOWNSHIP

Marquette Greenway

USDA Rural Business Development Grant \$75,000 award

CITY OF BRIDGMAN

Weko Beach Dune Restoration and Stabilization

Coastal Zone Management \$75,000 award

HAGAR TOWNSHIP

Canoe and Kayak Launch Facility

MNRTF Development Grant \$300,000 award



CALHOUN COUNTY

• County Building Sculpture

Michigan Council for Arts and Cultural Affairs \$6,500 award

CORNERSTONE ALLIANCE

Parking Lot Design

USDA Rural Business Development Grant \$33,950 award

MEC Midwest Energy & Communications

SMART Park Design

USDA Rural Business Development Grant \$76,000 award

CITY OF BANGOR

Sewer Rehabilitation Project

CDBG Water Related Infrastructure Grant \$969,112 Award





UGLG Contact for Current CDBG Certified Grant Administrator Services by Joelle Regovich:



Jacob VanBoxel, City Manager City of Stanton 225 S Camburn Street Stanton, MI 48888 989.831.4440 citymanager@stantononline.com

CDBG Project: Bradford Extended Storm Sewer and Detention Pond - 2020 to present

Recent local governing bodies utilizing Abonmarche for design, construction administration and grant compliance on CDBG projects:

Village of Paw Paw MICHIGAN

Sarah Moyer-Cale, Village Manager Larry Nielsen, Interim Village Manager Village of Paw Paw 111 E. Michigan Avenue Paw Paw, Michigan 49079 269.657.3148 s.moyer-cale@pawpaw.net

CDBG Project: Michigan Avenue Streetscape - 2020 to present



Pat McGinnis, City Manager City of Grand Haven 519 Washington Ave Grand Haven, MI 49417 616.847.4888 pmcginnis@grandhaven.org

CDBG Projects: Harbor Drive Infrastructure Improvement - 2017—2019

Project River Watch - 2019—2020





Brian Dissette, County Administrator (former South Haven City Manager)
Berrien County
701 Main Street
St. Joseph, MI 49085
269.983.7111 Ext. 8601
bdissette@berriencounty.org

CDBG Project: South Haven Center Street Streetscape - 2019—2020



Team Overview &

Capacity

THE ABONMARCHE TEAM

For over 40 years, the Abonmarche team has built its reputation as one of the leading consulting firms in the Midwest. Our team of over 140 professionals is composed of engineers, architects, land surveyors, planners, GIS specialists, landscape architects, grant administrators and more. Our wide-ranging client base includes Fortune 500 corporations, municipalities, road commissions, Departments of Transportation, and private developers.

Our multi-disciplined team has broad expertise in infrastructure projects utilizing local, state and federal funding sources, including CDBG funds. We are well versed in the necessary steps required for grant compliance during the design, construction and closeout of a project.

The Abonmarche team has extensive experience with environmental review processes, SHPO Section 106 applications, public notices and hearings, bidding, awarding contracts, utilizing Davis Bacon Act wages, reviewing and approving pay requests, construction inspection, construction administration, progress reports and closeout paperwork.

THE PROJECT TEAM

Administration of the City of Plainwell CDBG project will be provided by Joelle Regovich, Grant Administrator for Abonmarche. Joelle has been a Certified Grant Administrator for MEDC CDBG grants since June 2020.

In her position as Grant Administrator, Joelle performs work related to seeking appropriate grant sources for projects, preparing and writing grant applications, assisting with execution documents, preparing progress and financial reports, completing CGA requirements, and other compliance documentation as needed. Throughout the process, she collaborates with and coordinates information between the client, funding source, engineer and contractor to achieve a successful project outcome.

She has prepared and administered grant paperwork for multiple grant applications for MEDC Community Development Block Grant (CDBG) projects and is currently finalizing CGA duties with the City



of Stanton. She has initiated CGA duties with the Village of Middleville for a 2022 infrastructure project. Additionally, she has prepared applications and administered grants for USDA Rural Development, Department of Natural Resources Recreation and Waterways programs, Michigan Council for Arts and Cultural Affairs, Michigan State Historic Preservation Lighthouse Assistance Program, and Michigan Department of Transportation (MDOT) Transportation Alternative Program.

She has been involved with numerous infrastructure projects including sewer, sidewalk, road, drainage, and parks development. Her experience also includes managing and coordinating compliance for projects that leverage multiple funding sources including multiple grants, loans and local funds.

Abonmarche currently employs two CGAs on staff, Joelle Regovich and Katie Saintz. Abonmarche has the capacity to dedicate focused attention to this project.

TEAM CAPACITY

Joelle is currently performing Certified Grant Administrator duties for the City of Stanton's Bradford Extended Storm Sewer Improvements and Detention Pond CDBG Project. Project construction has been completed and final close out steps are occurring. She has initiated CGA duties with the Village of Middleville for a 2022 infrastructure project as well.

As previously mentioned, Abonmarche as a firm also provided engineering services for the following CDBG projects:

- 1. South Haven Center Street Streetscape 2019—2020
- 2. Village of Paw Paw Michigan Avenue Streetscape 2020 to present
- 3. City of Grand Haven Harbor Drive Infrastructure Improvements—2017-2019
- 4. City of Grand Haven Project River Watch 2019—2020

Following is a full resume for Joelle Regovich.

ABONMARCHE



EDUCATIONUniversity of Notre Dame
Bachelor of Arts, English

COMMUNITY INVOLVEMENTSouthshore Concert Band,

Southshore Concert Band, Board President

Southwest Michigan Symphony Orchestra—Education Programs Coordinator

CERTIFICATIONS

Certified Grant Administrator

JOELLE REGOVICH

GRANT ADMINISTRATOR

Joelle performs work related to grant seeking, grant writing, and grant administration. She helps to identify the grant funding needs of our clients and then actively researches and identifies funding opportunities. Joelle coordinates with the client to gather the required information to write a compelling grant. Once the grant has been received, Joelle assists with the administration of the grant. Joelle understands the impact that grants can have on a project and works diligently and tirelessly to find funding opportunities for our clients.

AREAS OF EXPERTISE:

USDA RURAL BUSINESS DEVELOPMENT GRANT

Joelle has worked with various communities to prepare, submit, and help administer rural business development grants.

- Benton Harbor, MI
- Allegan, MI
- South Haven, MI
- Three Oaks, MI

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

Joelle has assisted various municipalities in seeking funds from MDNR. Many of her grant applications have been subsequently funded. Additionally, she has provided grant administrative support once the grant has been received.

- Waterways Grant Programs
- Land and Water Conservation Fund
- Michigan Natural Resources Trust Fund
- Recreation Passport

MICHIGAN COUNCIL FOR ARTS AND CULTURAL AFFAIRS

Joelle has prepared a variety of awarded grants for different MCACA programs. She also served as a grant reviewer for the Capital Improvement Program.

- Calhoun County Project Support Program
- City of Allegan Capital Improvement Program
- Liberty Hyde Bailey Museum Capital Improvement Program

MICHIGAN FCONOMIC DEVELOPMENT CORPORATION

Joelle has worked with various MEDC grant funding programs for several communities.

- City of Allegan Core Community Fund
- City of Allegan PlacePlan Implementation Mini-grant
- City of South Haven Community Development Block Grant (CDBG)
- City of Grand Haven Infrastructure Capacity Enhancement (ICE) Grant
- City of Stanton—Certified Grant Administrator CDBG Infrastructure Project

MICHIGAN STATE HISTORIC PRESERVATION OFFICE

Joelle has prepared and received grant funding to restore lighthouses through the Michigan Lighthouse Assistance Program.

- South Haven Lighthouse—Exterior paint project
- Grand Haven Lighthouse—Window replacement project



PROJECT UNDERSTANDING

The City of Plainwell is seeking proposals from Certified Grant Administrators (CGAs) for management and administrative services required by the City for administration and implementation of a proposed Community Development Grant (CDBG) if funded by the state. The CGA will coordinate items as needed between the City, MEDC program specialist, and contractor to follow and meet program requirements.

We understand that the project for which funds will be requested consists of redevelopment of four apartments, three at low to moderate cost and one at market rate, located in the Central Business District in Plainwell, 112 N. Main St. Plainwell, MI 49080 above Perfect Image Salon.

We also understand the project funding is a MEDC CDBG grant for \$233,502, private funding of \$77,833 for a total project cost of \$311,335.

SCOPE OF SERVICES

The scope of services provided by the CGA includes the following:

General Tasks

- A. Establish project files in the GRANTEE's office that demonstrate compliance with all applicable state, local, and federal regulations. Monitor project files throughout the program to ensure that they are complete and that all necessary documentation is being retained in the GRANTEE's files.
- B. With the assistance of the GRANTEE, help conduct public hearings. This includes, but is not limited to, such things as assisting with public notices, conducting hearings, etc.
- C. Prepare the Section 504 self-evaluation and transition plan, if applicable.
- D. Prepare one analysis of impediments to fair housing.
- E. Ensure all Citizen Participation Requirements are met.
- F. Assist GRANTEE in establishing and maintaining one Section 3 plan and appropriate reports.
- G. Prepare semi-annual progress reports for the GRANTEE, which includes obtaining financial data from



- the Property Owner/Developer/Business and obtaining employment data from the Business.
- H. Prepare and submit for approval Community Development Block Grant Amendments as necessary and conduct public hearings if required.
- Other general tasks as necessary, including but not limited to, coordinating and meeting with key players, preparing amendment requests for GRANTEE, and preparing environmental review amendments for GRANTEE.

Financial Management

- A. Prepare the Requests for Payment at least quarterly to ensure consistency with the procedures established for the CDBG Program.
- B. Ensure that the GRANTEE has an acceptable financial management system as it pertains to finances of the CDBG Program. An acceptable system includes, but is not limited to, cash receipts and disbursements journal and accompanying ledgers, and should conform to generally accepted principles of municipal accounting.
- C. Make progress inspections and certify private investment.
- D. Provide assistance during annual audit of CDBG programs, as necessary.

Environmental Review—per project

- A. Assist UGLG with environmental review determination level, if not already determined. If determination is Categorically Excluded (CEST or CENST) and / or Exempt, then prepare the required Environmental Review Record documentation. CGA's cannot complete Environmental Assessments, as an Environmental Consultant will complete them.
- B. Assist UGLG with pre-agreement authorization request documentation to CDBG Program Specialist for exempt projects as applicable.
- C. Assist UGLG in providing documentation to CDBG Program Specialist for environmental release of funds for the awarded project, for Categorically Exclude (CEST or CENST) and/or Exempt projects.

Procurement

- A. Establish and maintain Procurement Policies and files.
- B. Assist the GRANTEE in preparing all RFPs/RFQs for any additional necessary professional services such as appraisal, architectural/engineering, legal and other services needed for projects
- C. Review and analyze proposals for qualifications, cost, and other factors.
- D. Provide required procurement reports to and obtain approvals from MEDC as appropriate.
- E. Maintain procurement records including selection process, advertisements, reasons for selections, minutes of bid openings, etc.
- F. Maintain Section 3 file for each contract in excess of \$100,000.
- G. Provide annual Project DBE and other related procurement reports.

Construction and Labor Compliance

- A. If applicable, assist the project engineer in the preparation of bid documents and supervise the bidding process consistent with state and federal regulations.
- B. If applicable, secure the Department of Labor's federal wage decision and include it in the bid documents.
- C. Prepare construction contracts which comply with state and federal regulations. Examples are Conflict of Interest, Access to Records, Copeland Anti-Kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (for contracts over \$100,000), HUD Handbook



(6500.3), 24 CFR 85.36, Section 3, Section 109, Title VI, Civil Rights Act, EO 11246 (for contracts over \$10,000), Section 504, etc.

- D. Obtain contractor clearance(s).
- E. Check weekly payrolls and complete Payroll Review Worksheet to ensure compliance with federal wage decision(s). Conduct on-site interviews and compare the results with the appropriate payrolls.
- F. Monitor construction to ensure compliance with equal opportunity and labor standards provisions.
- G. Assist in a final inspection of the project and in the issuance of a final acceptance of work.
- H. Assist the project architect/engineer in obtaining any necessary permits.
- I. Monitor Section 3, DBE and other contractor and subcontractor reports.

Rental Rehabilitation Specific Tasks

- A. Assist with managing rehabilitation portion of project as required through MEDC to assure compliance with all regulations.
- B. Attend meetings with City personnel, City Council and owner for informational purposes and public hearings.
- C. Prepare State Historic Preservation Office (SHPO) site specific review.
- D. Prepare bid specifications to work with plans as provided by design professional.
- E. Serve as primary contact for property owner and contractor.
- F. Prepare all closing and construction documentation for contractor, owner, and the GRANTEE.
- G. Attend all inspections of completed work with owner and GRANTEE and prepare financial requests.
- H. Oversee budget management, fund draws, leveraged fund summary SHPO response, Proforma changes and final outcome report.
- I. Work with property owners to assure rental compliance and eligibility.
- J. Review leases for Fair Housing and MEDC compliance.
- K. Inspect property after 3 years to assure maintenance.
- L. Assist GRANTEE in preparation of Release of Lien document after 5 years.

Monitoring and Close Out

- A. Attend and assist the GRANTEE during the MEDC's monitoring visit(s). Prepare GRANTEE's response to all monitoring findings.
- B. Prepare close-out documents.

National Objective Compliance, Surveys, and Income verification

A. For housing projects: Obtain documentation that at least 51% of the rental units are affordable and at least 51% of the rental units are leased to low income households.





TASK	HOURS/FEES
General Tasks	30 hours
Financial Management	30 hours
Environmental Review	20 hours
Procurement	20 hours
Construction and Labor Compliance	20 hours
Rental Rehabilitation Specific Tasks	30 hours
Monitoring and Close Out	30 hours
National Objective Compliance, Surveys, and Income Verification	20 hours
TOTAL HOURS:	200 Hours
Hourly Rate (inclusive of travel and material costs)	\$75.00
TOTAL NOT TO EXCEED CONTRACT PRICE:	\$15,000



Engineering			
Firm Principal	\$220-255		
Senior Project Engineer/ Manager/ Group Director	\$165-200		
Project Engineer / Project Manager	\$120-145		
Staff Engineer	\$90-120		
Landscape Architect	\$115-120		
CADD Technician	\$70-100		
Senior Construction Technician/Construction Technician/Office Technician	\$65-100		
Structural Engineer	\$140-160		
Senior Urban Planner	\$120-135		
Architecture			
Lead Architect	\$170-175		
Senior Licensed Architect/Project Manager	\$135-145		
Project Architect/Project Manager	\$110-135		
Architectural Draftsman/Designer	\$90-110		
Architectural Intern	\$75		
Surveying			
Senior Surveyor/Project Manager/Group Director	\$120-135		
Project Surveyor	\$100-120		
Survey Crew Manager	\$100-110		
Survey Crew Chief	\$70-100		
Survey Technician	\$60-80		
CADD Technician	\$70-90		
One-Person Crew with Robotic Total Station	\$100		
Auxiliary Services			
IT Support Technician/Manager	\$100-120		
Administrative/Executive Assistant/Graphic Designer/Grant Specialist	\$70-75		
Development Services Professionals	\$100-175		

Effective 02/01/2020 Rates Subject to Change





CONTACT PERSON

Ross Stein, Township Supervisor 269.637.3305 steins1983@gmail.com

Pat McGinnis, City Manager 616.847.4888 pmcginnis@grandhaven.org

Lisa Epple, Area Specialist 269.463.8030 lisa.epple@usda.gov

Denise Cook, Manager 269.429.7703 dcook@sjct.org

Brian Dissette, Berrien County Administrator 269.214.0747 bdissette@berriencounty.org

ORGANIZATION

South Haven Charter Township 09761 Blue Star Memorial Hwy South Haven, MI 49090

City of Grand Haven 519 Washington Avenue Grand Haven, MI 49417

USDA Rural Development 1035 E Michigan Avenue, Ste A Paw Paw, MI 49079

St. Joseph Charter Township 3000 Washington Avenue St. Joseph, MI 49085

Berrien County 701 Main Street St. Joseph, MI 49085



Professional Services Agreement

	Abonmarche Project Number:			
AGREEMENT between (Client name),		(Date)		
(Client address)		(Phone)		
	(Email)			
to as the Client, and Abonmarche Consultants, Inc	., referred to as Abonmarche, located at:			
The Client contracts with Abonmarche to perform	professional services regarding the Client's project get	nerally referred to as:		
(Project Name)	(Location)		
The professional services to be provided by Abonm	narche, collectively referred to as the Work Plan, are a	s follows:		
(Scope of work)				
(Project schedule)				
Abonmarche's proposal/work plan, dated		greement by reference, and is limited to the services ent's Authorization signature below.		
The Client agrees to promptly pay for services prov	ided by Abonmarche for the Scope of Work accordin	g to the following:		
(Fee/Type)				
	specify any and all documentation that the Client request from the Client, Abonmarche will send its standar			
	e Client has any questions, objections, or if there are a receipt. If no written objection is made within the ter	any discrepancies in the invoice, the Client shall (10) day period, any such objection shall be deemed		
Abonmarche invoices are due upon receipt and shall be considered past due if not paid within 30 calendar days of the invoice date. The parties agree that interest of 1.5% per month will be added to any unpaid balance after 30 days. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.				
	as its Represen ent or amendments thereto, and for the approval of c e shall be the contact person for submission of all docu	tative. The Representative shall have the authority to all change orders, addenda, and additional services to uments, invoices or communications.		
that the Client is the responsible party for making p and Conditions on Pages 2-4 of this Agreement, an understandings. These Terms and Conditions can o	and shall be considered to have been duly given whe	edge that I have received and agree to the Terms ecedence over all prior oral and written ed by a written instrument signed by both parties. Any		
Authorized Client Representative	If Individual	Authorized Abonmarche Representative		
Client:	Signature:	Signature:		
Signature:	Printed Name:	Printed Name:		
Printed Name:	Date of Birth:	Title:		
Date Signed:	Driver's License #:	Originating Abonmarche Consultants, Inc. Office:		
Federal Tax ID:	Employed by:			
	Address:			
	City/State	Date Signed:		
	Date Signed:			

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TERMS AND CONDITIONS OF PROFESSIONAL SERVICES AGREEMENT

- Agreement. These Terms and Conditions shall be incorporated by reference and shall prevail as the basis of the Client's Agreement to Abonmarche. Any Client document or communication in addition to or in conflict with these Terms and Conditions shall be subordinate and subject to these provisions.
- Execution. Abonmarche has the option to render this Agreement null and void, if it is not executed within thirty (30) days of delivery.
- 3. Client Responsibilities. The Client will provide all criteria and information concerning the requirements of the Project. Abonmarche shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client, including services and information provided by design professionals or consultants directly to the Client. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings, and legal information. The Client will assume responsibility for interpretation of contract documents and for construction observation and will waive all claims against Abonmarche that may be in any way connected, unless Abonmarche's services under this Agreement include full-time construction observation or review of contractor's performance. The Client shall designate in writing a person with authority to act on Client's behalf on all matters related to Abonmarche's services.
- 4. Performance. The standard of care for services performed by or provided by Abonmarche will be the care and skill ordinarily used by Abonmarche's profession practicing under similar circumstances at the same time and in the same locality. Abonmarche makes no warranty, expressed or implied, with respect to any services provided by Abonmarche. Abonmarche may be liable for claims, damages, cost, loss or expense (including reasonable attorney's fees) to the extent caused by the negligent acts, errors, or omissions of Abonmarche.
- Hourly Billing Rates. If payment is on an hourly rate, Client will
 pay Abonmarche at the current hourly billing rates. The
 hourly rates are adjusted annually or as deemed
 appropriate.
- 7. Reimbursable Expenses. Reimbursable expenses, the actual costs incurred directly or indirectly for the Client's Project, will be charged at Abonmarche's current rates. Examples of reimbursable expenses include, but are not limited to: mileage, tests and analyses, special equipment services, postage and delivery charges, telephone and telefax charges, copying, printing, and binding charges, commercial transportation, meals, lodging, special fees, licenses, and permits. Subconsultant and outside technical or professional services will be charged on the basis of the actual costs times a factor of 1.15.
- Additional Services. Additional services that may be provided pursuant to the Agreement or any subsequent modification of the Agreement will be authorized by written amendment signed on behalf of the Client and Abonmarche. Additional services performed by

- Abonmarche are subject to all Terms and Conditions and the Client will be responsible for payment. Should the Client, regulatory agency, or any public body or inspector direct modification or addition to services covered by this Agreement, including costs relating to the relationship between the Client and a third party i.e. punch lists, change orders, and disputes, the cost will be added to the agreed price. Requests for extra services should be made in writing via a change order, but nonetheless, Abonmarche is entitled to be paid for extra services provided whether or not it is in writing.
- 9. Underground Structures or Buried Utilities. The Client is responsible for identification and location of all public and private buried structures on the Client's property and the Project site, such as, but not limited to, storage tanks and lines, or gas, water, sewer, electrical, phone, cable, or any other public or private utilities. It is agreed that Abonmarche is not responsible for accidental damage to utilities or underground structures, whether known, unknown or improperly located. The client shall be responsible for design fees if changes are necessary. Utility locating or marking services provided by Abonmarche are not substitutes for complying with the utility owner notification requirements or the locating services (811 systems) required prior to an excavation. Utilities shown as located by ground penetrating radar are approximate only. No excavation took place to verify the positions shown or to verify the type of utility (except as noted). Careful excavation is required for verification of the buried utility. The owner or customer assumes the risk of error and the actual location of the underground utility. Abonmarche is not providing any certification or guarantee regarding the exact location of any underground utility.
- 10. Hazardous or Contaminated Materials/Conditions. Abonmarche does not provide environmental services. As such, Client will advise Abonmarche, in writing and prior to the commencement of services, of all known or suspected hazardous or contaminated materials/conditions present at the site(s). Abonmarche and the Client agree that the discovery of unknown or unconfirmed hazardous or contaminated materials/conditions constitutes a changed condition that may require Abonmarche to renegotiate the scope of work or terminate its services. Abonmarche and also agree that the discovery of said materials/conditions may make it necessary for Abonmarche to take immediate measures to protect health, safety, and welfare of those performing services. Client agrees to compensate Abonmarche for any costs incident to the discovery of said materials/conditions. Client acknowledges that Abonmarche cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Abonmarche's surface or subsurface exploration may later, due to natural phenomenon or human intervention, contaminated. Client waives any claim Abonmarche, and agrees to defend, indemnify and hold Abonmarche harmless from any claims or liability for injury or loss in the event that Abonmarche does not detect the presence of contaminants through techniques commonly applied in the provision of their services.
- 11. **Underground Conditions.** Abonmarche shall have no responsibility for the identification of existing or unforeseen/differing underground conditions. The Contractor shall have sole responsibility for determining the nature of underground conditions and the means and methods of dealing with those conditions. Abonmarche is entitled to rely upon the information provided by geotechnical consultants and shall have no responsibility for the accuracy or correctness of the data contained in the geotechnical reports.
- 12. Site Access and Security. With the exception of access rights that land surveyors are afforded by law, the Client will provide Abonmarche access to the Project site and the Client will be responsible for obtaining any necessary

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- permission from any affected third-party property owners for use of their lands. The Client is solely responsible for site security.
- 13. Consultants. Abonmarche may engage Consultants at the request of the Client to perform services which are typically the Client's responsibility, such as surveys, geotechnical and environmental assessments. The Client agrees that Abonmarche will not be responsible for, or in any manner guarantee, the performance of services by the Consultants. The Client further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Abonmarche, its officers, directors, employees and subconsultants (collectively, Abonmarche) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from subsurface penetrations in locations authorized by the Client or from the inaccuracy or incompleteness of information provided to Abonmarche by the Client, except for damages caused by the sole negligence or willful misconduct of Abonmarche.
- 14. Opinions of Cost. Any opinions of probable construction cost and/or total project cost provided by Abonmarche will be on the basis of experience and judgment, but these are only estimates. Abonmarche has no control over market or contracting conditions and does not warrant that bids or ultimate construction or total project costs will not vary from such estimates.
- 15. Ownership of Instruments of Service. Abonmarche will remain the owner of all original drawings, reports, and other materials provided to the Client, whether in hard copy or electronic media form. The Client is authorized to use the copies provided by Abonmarche only in connection with the Project. Any other use or reuse by the Client for any purposes whatever will be at the Client's risk and full legal responsibility, without liability to Abonmarche and the Client will defend, indemnify, and hold Abonmarche harmless from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting there from.
- 16. **Electronic Media.** Copies of data, reports, drawings, specifications, and other materials furnished by Abonmarche that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are delivered to the Client pursuant to the services under this Agreement. Computer files of text, data, graphics, or of other types of electronic media are the sole possession of Abonmarche, unless specifically stated otherwise in an amendment to this Agreement. Any electronic media provided under this Agreement to the Client are only for the convenience of the Client. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk.
- 17. Bonds and Permits. The Client will be responsible for the adoption of any site access or right of way bonds that may be initiated on their behalf. At completion of Abonmarche's services, the Client will take responsibility and pay any ongoing bond or permit costs for any bonded or permitted services.
- 18. Insurance. The Client will cause Abonmarche and Abonmarche's employees to be listed as additional insured on the general liability policies carried by the Client that are applicable to the Project. Upon request, the Client and Abonmarche will each deliver to the other certificates of insurance evidencing their coverage. The Client will require the Contractor to purchase and maintain general liability, automobile liability, workers compensation and other insurance as specified in the Contract Documents and to cause Abonmarche and Abonmarche's employees to be listed as additional insured with on a primary and noncontributory basis under the general liability and automobile insurance policies as respect to such liability and other insurance purchased and maintained by the Contractor for the Project. A certificate of insurance evidencing the additional insured and primary coverage status of Abonmarche under the General and Automobile liability from the Contractor shall be provided to Abonmarche.

- 19. Third Party Invoicing. If the Client directs Abonmarche to invoice third party payers, Abonmarche will do so, but the Client agrees to be ultimately responsible for Abonmarche's compensation until the Client provides Abonmarche with the third party's written acceptance of all terms of this Agreement and until Abonmarche agrees to the substitution.
- 20. Third Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Abonmarche. Abonmarche's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Abonmarche because of this Agreement or performance or nonperformance of services hereunder. The Client and Abonmarche agree to require a similar provision in all contracts with contractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
- 21. Suspension of Services. In the event of non-payment or other breach by Client, Abonmarche will have the absolute right and without any liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Abonmarche shall resume services under this Agreement, and the schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Abonmarche to resume performance.
- 22. Contractor's Work. Abonmarche shall have no authority to direct or control the Work of the Contractor or to stop the Work of the Contractor. Abonmarche shall not be liable to any party for the failure of the Contractor to perform the Work consistent with the Plans and Specifications and applicable Codes and Regulations. Neither the performance of the services by Abonmarche, nor the presence of Abonmarche at a project construction site, shall impose any duty on Abonmarche, nor relieve the construction contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the construction work in accordance with the plans and specifications and any health or safety precautions required by any regulatory agencies or applicable law. Abonmarche and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the construction contractor shall be solely responsible for jobsite and worker safety.
- 23. **ADA and Code Compliance**. The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are accessible to persons with disabilities. The Client acknowledges that the requirements of ADA will be subject to various and possibly contradictory interpretations. To the extent applicable, Abonmarche will use its reasonable professional efforts and judgement to interpret ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they may apply on the Project. Abonmarche does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local codes, rules, laws, ordinances, and regulations as they may apply to the Project. Client shall pay Abonmarche its customary hourly fees plus reimbursable expenses for any design changes made necessary by newly enacted laws, codes and regulations, or changes to existing laws, codes, or regulations after the date that this Agreement is executed.
- 24. Notice of Lien Rights. Abonmarche hereby notifies, and the Client acknowledges that Abonmarche has lien rights on the Client's land and property when Abonmarche provides labor and materials for Projects on the Client's land and the Client

Revised 1-16-2020 Page 3 of 4

- does not pay for those services except when the Client is a governmental agency and lien rights do not apply.
- 25. **Legal Expenses.** If Abonmarche brings a lawsuit against the Client to collect invoiced fees and expenses, the Client shall be legally liable to pay Abonmarche's expenses, including its actual attorney fees and costs.
- 26. Liability Limitation. In recognition of the relative risks and benefits of the Project to both the Client and Abonmarche, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, and not withstanding any other provision of this Agreement, to limit the total liability, in the aggregate, of Abonmarche and Abonmarche's officers, directors, partners, employees, shareholders, owners and subconsultants, for any and all claims, losses, costs, or damages of any nature whatsoever, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims and expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by Abonmarche under this Agreement, or the total amount of \$50,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall Abonmarche's liability exceed the amount of available insurance proceeds. Client acknowledges that Abonmarche is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Abonmarche, in execution or performance of this Agreement, shall be made against Abonmarche and not against such director, officer, or employee.
- 27. Contractor and Subcontractor Claims The Client further agrees, to the fullest extent permitted by law, to limit the liability of Abonmarche and Abonmarche's officers, directors, partners, employees, shareholders, owners and subconsultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims and expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Abonmarche and Abonmarche's subconsultants to all those named shall not exceed \$50,000, or Abonmarche's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.
- 28. Consequential Damages. The Client and Abonmarche waive consequential damages for claims, disputes, or other matters in question relating to services provided as a part of this Agreement, including for example, but not limited to, loss of business.
- 29. **Governing Law.** This Agreement will be deemed to have been made in the location where the services are performed, and shall be governed by and construed in accordance with the laws of that state.
- 30. Exclusive Choice of Forum. Each party irrevocably and unconditionally agrees that it will not bring any action, litigation, or proceeding against any other party in any way

- arising from or relating to this Agreement in any forum other than the courts of the state and county where the work is performed. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of those courts and agrees to bring any such action, litigation, or proceeding only in those courts. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- 31. **Considerations.** The successors, executors, administrators, and legal representatives of the Client and Abonmarche are hereby bound onto the other with respect to the covenants, Agreements, and obligations of this Agreement.
- 32. Acts of God. Neither the Client nor Abonmarche will have any liability for nonperformance caused in whole or in part by causes beyond Abonmarche's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.
- 33. Termination. Either the Client or Abonmarche may terminate this Agreement by giving ten (10) days written notice to the other party. In such an event, the Client will pay Abonmarche in full for all services previously authorized and performed prior to the effective date of the termination, plus (at the discretion of Abonmarche) a termination charge to cover finalization of services necessary to bring ongoing services to a logical conclusion. Such charge will not exceed thirty (30) percent of all charges previously incurred. Upon receipt of such payment, Abonmarche will return to the Client all documents and information that are the property of the Client. If the Client fails to make payment to Abonmarche in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Abonmarche.
- 34. Severability. In the event that one or more provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement shall not be affected or impaired.
- 35. Dispute Resolution. Any claims or disputes made during design, construction or post-construction between the Client and Abonmarche shall be submitted to non-binding mediation. The Client and Abonmarche agree to include a similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The mediation shall be governed by the then current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.
- 36. Entire Agreement. This Agreement contains the entire agreement between the parties and there are no agreements, representations, statements, or understandings which have been relied on by the parties which are not stated in this Agreement.

End of Agreement

Revised 1-16-2020 Page 4 of 4



Brad Keeler Mayor Lori Steele Mayor Pro-Tem Roger Kenney, Council Member Todd Overhuel, Council Member Randy Wisnaski, Council Member www.plainwell.org

Plainwell, Michigan 49080 Phone: 269-685-5153 Fax: 269-685-1994

Bryan D. Pond, Superintendent

Email: BPond@plainwell.org

129 Fairlane Street

12/9/2021

To: Erik Wilson, City Administrator From: Bryan Pond, Superintendent WR

Cc: Brian Kelley City Treasurer

RE: <u>Installation of Methane Accumulator</u>

The accumulator was purchased late fiscal year 20/21 and will be need to be installed by a mechanical contractor. This type of contractor is necessary because the piping will need to be fabricated to accommodate the small footprint to reinstall the accumulator. This work will also require specialized welding to be preformed on methane gas lines during a gas system shutdown.

The funding is available from our "Outside Services" line item 590-540-930 which is budgeted for various contractors that preform work for the facility.

I have two prices for the installation work:

Franklin Holwerda Company \$12,500

Allied Mechanical Services \$19,113

Bryan D. Pond

From:

Larry Lind <larry@franklinholwerda.com>

Sent:

Wednesday, December 8, 2021 2:58 PM

To:

Bryan D. Pond

Subject:

RE: New quote Plainwell Methane accumulator

CAUTION: External Email!

Hello Bryan,

Scope of Work:

- 1 Make return trip to complete field measurements for pipe layout and fabrication.
- 2 Draft fabrication drawings and shop fabricate SS 304 Sch 40 piping.
- 3 Mobilize, set-up/prep for pipe purging and purge pipe of methane gas owner to insure methane gas isolation.
- 4 Demo existing pipe and water separator.
- 5 Perform field weld of connecting Flange.
- 6 Install owner furnished water separator and related accessories.
- 7 Install fabricated pipe spool sections and pipe supports.
- 8 Pipe/install gauge and sensing line.
- 9 Clean-up and demob.

Best Regards

Larry L. Lind 2509 29th St. SW Wyoming, MI 49519 Office: 616-538-3231 Cell: 616-813-0104

Email: Larry@FranklinHolwerda.com

----Original Message----

From: Bryan D. Pond <BPond@plainwell.org> Sent: Tuesday, December 7, 2021 7:35 AM To: Larry Lind <larry@franklinholwerda.com>

Subject: RE: New quote Plainwell Methane accumulator

Larry let me know if FHC remains interested in our methane accumulator install. I realize everyone is busy. Thanks Bryan

Bryan D. Pond Superintendent City of Plainwell Water Renewal 129 Fairlane St



August 11, 2021

Bryan Pond Plainwell WWTP

Dear Mr. Pond

Thank you for your team's consideration of Allied Mechanical Services, Inc. as a potential partner for Biogas Sediment trap replacement project

Attached is our response to your Request for Proposal to provide design/build and construction services for the Biogas sediment trap replacement.

We trust you will find the Allied Mechanical team to be a strong and capable partner for this important project. We would be honored to add our experience and expertise to yours to help make this a successful project for everyone involved.

We look forward to the possibility of being selected to your team, and we are grateful for your careful consideration of our proposal.

Best regards,

James Oudbier Allied Mechanical Services, Inc. <u>joudbier@alliedmechanical.com</u> 616-607-4555

Job Scope:

Biogas Sediment Trap Replacement

Included

- 1. Remove existing piping & sediment trap per provided pictures
- 2. Install new piping and sediment trap per pictures & excel sheet information provided to us

Not included:

N/A

Assumptions:

- 1. Normal working hours.
- 2. Owner will isolate biogas

Proposal Pricing and Cost

1. Lump Sum\$19,113.00

Rates for additional work beyond this proposal without markup are as follows; Straight Time Journeyman Pipefitter \$78.4

Overtime/Shift Time Journeyman Pipefitter \$104.84

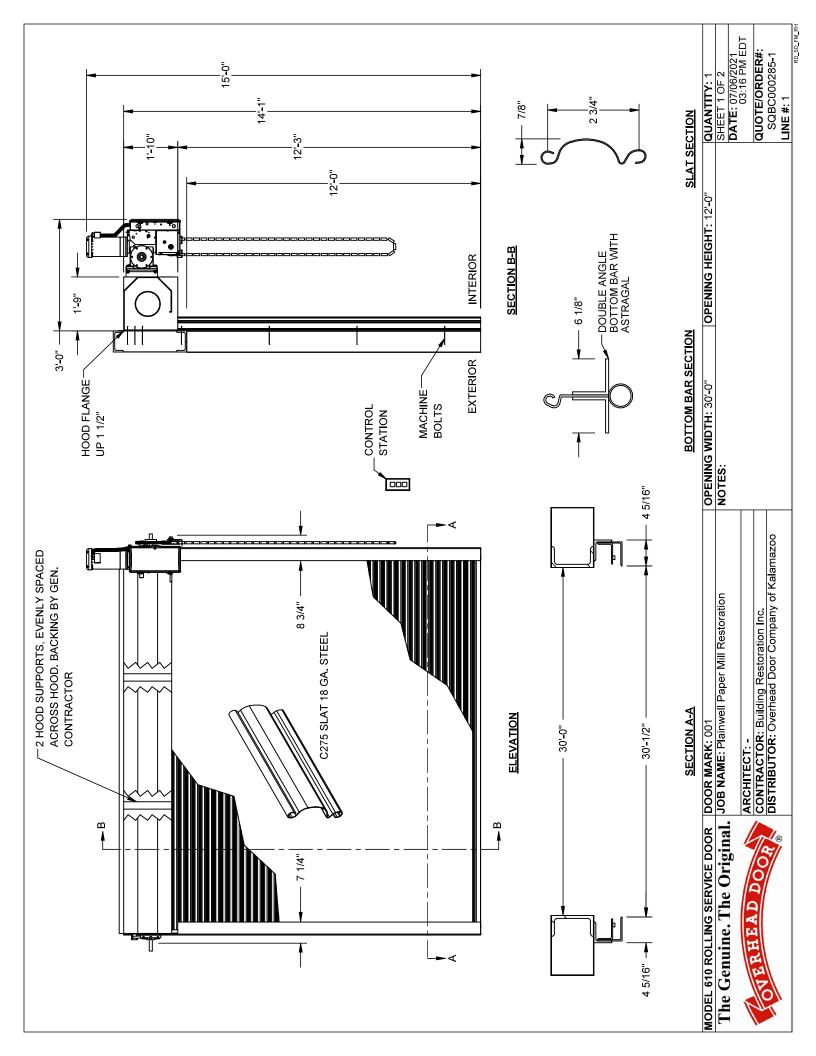
Markup for Self-Perform Labor & Material 15%

Markup for Subcontractors 7.5%



Date:	9/1/21	Invoice/Proposal Num	ber: CO#12 Request – B3 South Wall New Design -
			Rollup Door Option
To:	City of Plainwell	Project:	Plainwell Paper
	Attn: Erik Wilson		
Phone	:	Fax:	
	llowing is a change order request fo gineer/architect in Bulletin #2, revis	_	south wall installation based on the direction from
<u>Buildir</u>	ng Restoration		
Mater	ial, equipment: Material lift, scaffold	d, steel, roll up door,	
welde	r, tin siding above 8" block, mortar,	block to brick anchors	\$80,539
Labor	 Labor necessary for work describe 	d	\$55,270
<u>Melch</u>	ing		
Labor:	Oversight, Safety and Support	\$6,000	
Mater	ial: Use of Melching lift for duration	\$4,000	
Subtot	ral \$145,809		
ОН&Р	10%		
Total	\$160,390		
* Inclu	des deduct of \$13,200 for base bid	steel work not being done	
Propos	sal / Invoice Total: \$160,390		
Autho	rized By:		
Submi	tted By: Brandon Murphy / Vice Pre	sident	

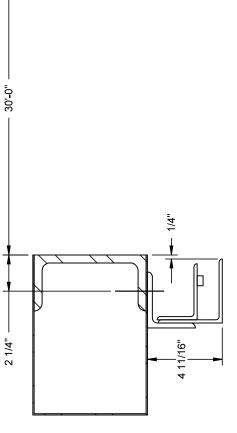
TERMS: PAYMENT DUE UPON RECEIPT OF INVOICE FOR COMPLETED WORK OR PHASE OF COMPLETED WORK A SERVICE CHARGE OF 1.5% WILL BE ADDED TO PAST DUE ACCOUNTS. FAILURE TO PAY PAST DUE AMOUNTS WILL RESULT IN YOURBEING LIABLE FOR ALL OF MELCHING INC'S. COLLECTION FEES, ATTORNEY FEES AND/OR COURT COSTS REQUIRED TO COLLECT PAST DUE AMOUNTS AND AS RELATED TO THE CONSTRUCTION LIEN ACT. CHANGES TO THESE TERMS MUST BE IN WRITING.



	SPECIFICATIONS		
CURTAIN	18 GA. STEEL, GRAY, PRIMED	1 HP, 208/230/460V 3PHASE 60HZ,	
BACKCOVER	NONE	4.0/4.0/3.0 FLA	1-3"
ENDLOCKS	VAR.FREQ.WINDLOCK	BUY MOTOD OBEDATOD UNIEL 24 VAO DISC TVDE BDAKE	
BOTTOM BAR	DOUBLE ANGLE, STEEL, POWDER COAT-BLACK, ZINC RICH BASECOAT	ELECTRO-MECHANICAL LIMIT SWITCH ADJUSTMENT, ELECTRONIC CONTROL BOARD W/ LCD DISPLAY, ON-BOARD OPEN/CLOSE/STOP	
ГОСК	NONE	FUNCTIONS, BUILT IN RADIO RECEIVER, CYCLE COUNTER, MAXIMUM RUN TIMER & DELAY ON REVERSE FEATURE. GEAR	
OCTAGON HOOD	24 GA. STEEL, GRAY, PRIMED	HEAD REDUCTION. THERMAL OVERLOAD PROTECTION SYSTEM. CONTINUOUS DUTY MOTOR RATED 60 CYCLES PER HOUR. NEMA	
FASCIA	NONE	1 PUSH BUTTON (OPEN/CLOSE/STOP)	
GUIDES	STEEL, POWDER COAT-BLACK, ZINC RICH BASECOAT		
BRACKET	1/4" STEEL, HEAVY DUTY BEARINGS, POWDER COAT- BLACK	ACCESSORIES	
PIPE	1 3/4" DRIVE SHAFT, 50,000 CYCLES SPRINGS, HEAVY DUTY BEARINGS		
INTERLOCK(S)	NONE		
DESIGN PRESSURE 20 PSF	20 PSF		MOTOR DETAIL



2 1/4"



INTERIOR FACE MOUNT E GUIDE ON STEEL JAMB

4 11/16"

<u>*</u>4

WALL FASTENERS MACHINE BOLTS 1/2-13, 18" ON CENTER

GUIDE DETAILS
STEEL ANGLES
WALL ANGLE
3-1/2x3x5/16
INNER ANGLE
3.5x2.5x.200
OUTER ANGLE
4x4x.200

EST. SHIPPING WEIGHT 3970 LBS MODEL 610 ROLLING SERVICE DOOR DOOR MARK: 001	DOOR MARK: 001
The Genuine. The Original.	The Genuine. The Original. JOB NAME: Plainwell Paper Mill Restoration
A B H E A D D S	ARCHITECT: -
	CONTRACTOR: Building Restoration Inc.
(e)	DISTRIBUTOR: Overhead Door Company of Kalamazoo

DOOR MARK: 001	OPENING WIDTH: 30'-0"
JOB NAME: Plainwell Paper Mill Restoration	NOTES:
ARCHITECT: -	
CONTRACTOR: Building Restoration Inc.	
DISTRIBUTOR: Overhead Door Company of Kalamazoo	

RD SD FM RH

QUOTE/ORDER#: SQBC000285-1 LINE #: 1

QUANTITY: 1 SHEET 2 OF 2 DATE: 07/06/2021 03:16 PM EDT

OPENING HEIGHT: 12'-0"

CITY OF PLAINWELL (Allegan County, Michigan)

Resolution No. 2021-20

RESOLUTION TO PURCHASE, ACQUIRE AND CONSTRUCT CAPITAL IMPROVEMENTS AND TO PUBLISH NOTICE OF INTENT TO ISSUE MUNICIPAL SECURITIES

Minutes of a regular meeting of the City Council of the City of Plainwell, Allegan County, Michigan, held in the City Hall on December 13, 2021, at 7:00 p.m. local time.

PRESENT:		
ABSENT:		
The fol	lowing resolution was offered by Member	_ and supported
by Member		

WHEREAS, the City Council deems it to be in the best interest of the City of Plainwell (the "City") to finance the acquisition of certain capital improvements, including without limitation, the acquisition of approximately 52.50 acres of real estate located at 830 Miller Road, Plainwell, Michigan, and appurtenances necessary or incidental to this acquisition, and such other capital improvements as the City shall determine to make and to pay the costs of issuance of municipal securities (the "Property") and to finance the Property by the issuance of municipal securities which pledge the City's limited tax general obligation pursuant to Section 517 of Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"); and

WHEREAS, the City has proceeded to acquire the Property prior to the issuance of the municipal securities; and

WHEREAS, the City has incurred substantial capital expenditures for the Property prior to the issuance of the municipal securities and desires to be reimbursed for such expenditures from the proceeds of the municipal securities; and

WHEREAS, pursuant to Section 517 of Act 34, it is necessary to publish a Notice of Intent to Issue Municipal Securities for the Property.

NOW, THEREFORE, BE IT RESOLVED that:

- 1. The City has acquired the Property, and the City Council determines to pay for the cost through the issuance of one or more series of municipal securities, which pledge the City's limited tax full faith and credit, pursuant to Section 517 of Act 34, in an amount of not to exceed \$500,000 (the "Municipal Securities").
- 2. A Notice of Intent to Issue Municipal Securities be published in accordance with Section 517 of Act 34, and the City Clerk is authorized and directed to publish the Notice of Intent

to Issue Municipal Securities in a newspaper of general circulation in the City, which Notice shall be substantially in the form as set forth on Exhibit A attached hereto with such changes as are approved by the City Manager, and shall be at least one-quarter (1/4) page size in the newspaper.

- 3. The City has acquired the Property using available funds of the City from the General Fund, a fund for the general operations of the City, and other funds of the City.
- 4. At such time as the City issues the Municipal Securities for the long-term financing of the acquisition of the Property, the City shall be reimbursed for its expenditures for the Property out of the proceeds of the Municipal Securities.
- 5. This resolution and the expression of intent to seek reimbursement from future proceeds of the Municipal Securities is intended to satisfy the requirements of Section 150 of the Internal Revenue Code of 1986, as amended.

All resolutions and parts of resolutions insofar as they conflict with the provisions

of this resolution be and the same are hereby rescinded.

YEAS:

NAYS:

ABSTAIN:

RESOLUTION DECLARED ADOPTED.

Brian Kelley, Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Plainwell, Allegan County, Michigan, at a meeting held on December 13, 2021, and that the public notice of the meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended.

Dated: December 13, 2021 Brian Kelley, Clerk

6.

EXHIBIT A

[NOTE TO PUBLISHER - PUBLICATION MUST BE 1/4 PAGE SIZE]

NOTICE OF INTENT TO ISSUE MUNICIPAL SECURITIES TO THE ELECTORS OF THE CITY OF PLAINWELL

PLEASE TAKE NOTICE that the City Council of the City of Plainwell (the "City") intends to issue municipal securities in one or more series, in an amount of not to exceed \$500,000 (the "Municipal Securities").

The Municipal Securities shall be issued for the purpose of defraying the cost to finance the acquisition of certain capital improvements, including without limitation, the acquisition of approximately 52.50 acres of real estate located at 830 Miller Road, Plainwell, Michigan, and appurtenances necessary or incidental to this acquisition, and such other capital improvements as the City shall determine to make and to pay the costs of issuance of municipal securities and capitalized interest, if any.

The Municipal Securities of this issue shall mature within the maximum terms permitted by law with interest on the unpaid balance at a rate not to exceed the maximum rate permitted by law. The Municipal Securities shall be issued pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34").

SOURCE OF PAYMENT

The principal of and interest on the Municipal Securities will be limited tax full faith and credit general obligations of the City, payable from any available funds of the City. Pursuant to this pledge of its limited tax full faith and credit, the City will be obligated to levy such ad valorem taxes upon all taxable property in the City as shall be necessary to make the payments of principal and interest on the Municipal Securities, which taxes, however, will be limited by applicable constitutional, statutory and charter limitations on the taxing power of the City.

RIGHT OF REFERENDUM

This notice is given, by order of the City Council of the City, to and for the benefit of the electors of the City in order to inform them of their right to petition for a referendum upon the question of the issuance of the Municipal Securities. The Municipal Securities will be issued, without submitting such a question to a vote of the electors, unless within 45 days after the date of publication of this notice a petition requesting a referendum upon such question, signed by not less than 10% or 15,000 of the registered electors residing within the City, whichever is the lesser, shall have been filed with the undersigned City Clerk. In the event that such a petition is filed, the Municipal Securities will not be issued unless and until the issuance thereof shall have been approved by the vote of a majority of the electors of the City qualified to vote and voting thereon at a general or special election.

This Notice is published pursuant to the requirements of Section 517 of Act 34.

Brian Kelley, Clerk City of Plainwell





PLAINWELL PUBLIC SAFETY

Police, Fire and Medical First Responder Services

MONTHLY REPORT October 2021

Prepared by Director Bill G. Bomar



	sification of Crimes		ort e d
File Class	CRIMES AGAINST PERSON	October	Year to Date
900	Murder and Non-Negligent Manslaughter	0	0
1000	Kidnapping	0	0
1100	Sexual Assault	2	7
1200	Robbery	0	1 5 0
1300	Aggravated & Non-Aggravated Assault PROPERTY CRIMES	11	58
2000		•	4
2000	Arson Extortion	0	1 0
2100		0	11
2200	Burglary	0	49
2300	Larceny Motor Vehicle Theft	2	49 11
2400		0	0
2500	Forgery/Counterfeiting Fraudulent Activities	0	-
2600	Embezzlement	0	19
2700		0	1
2800	Stolen Property - Buying, receiving	0	1
2900	Damage to Property Violation of Controlled Substances Act	1	13
3500	MORALS/DECENCY CRIMES	0	9
2700		0	0
3600	Sex Offenses (Other than Sexual Assault) Obscenity	0	0
3700	Family Offenses	1	1
3800		0	4
4100	Liquor Violations PUBLIC ORDER CRIMES	0	3
4000	Obstructing Police - Offenses Which Interfere with Investigations	0	2
4800	Escape/Flight - Fleeing and Eluding a Officer's Custody	0	
4900 5000	Obstructing Justice	0	1 16
5200	Weapons Offenses	6	2
5300	Public Peace	0	60
5400	Traffic Investigations - Any Criminal Traffic Complaints	11 0	30
5500	Health and Safety	12	41
5600	Civil Rights	0	0
5700	Invasion of Privacy	0	14
6200	Conservation Law Violation	0	0
7300	Miscellaneous Criminal Offense	0	0
7500	GENERAL NON-CRIMINAL	V	V
9100	Juvenile/Minor/School Complaints	0	4
9200	Civil Custody	2	4
9300	Traffic Non-Criminal (Reports Only - Does not include Citations Issued)	22	127
9400	False Alarm Activation	0	14
9500	Fires (Other than Arson)	0	18
9700	Accidents, All Other	3	5
9800	Inspections, Unfounded FIRS	2	230
9900	General Assistance (All Except Other Police Agencies)	108	730
9911 & 9912	General Assistance (Other Police Agencies)	64	496
FIRS	Medical First Responder	41	270
1110	F	41	4 / U

Plainwell Department of Public Safety

Complaints/Activities for October 2021

ARRESTS

CUSTODIAL ARRESTS

ARREST COUNTS

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

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

TRAFFIC ENFORCEMENT & CITATIONS

HAZARDOUS CITATIONS
NON-HAZARDOUS CITATIONS

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

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

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

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

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

DRUNK DRIVING CITATIONS

PARKING CITATIONS

VERBAL WARNINGS

TOTAL TRAFFIC CITATIONS/WARNINGS

COMPLAIN

ORIGINAL DISPATCH COMPLAINTS

277

26

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

PATROL INITIATED COMPLAINTS

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

TOTAL COMPLAINTS

288

OTHER ACTIVITIES

MOTORISTS ASSISTS

26 M

Motorist contacts caused by mechanical breakdown or similar problem.

PROPERTY INSPECTIONS

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

MOTOR VEHICLE ACCIDENTS

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

COMMERCIAL BUILDING SECURITY CHECK

1,803 Nightly security inspections of business' conducted by officers to assure windows and doors are locked.

FOUND UNSECURED

The number of business' found unlocked or unsecured.

Plainwell Department of Public Safety

Scheduled Hours By Activity for October 2021

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 Totals of all the below mentioned areas. 85 HOURS SPENT INVESTIGATING OR HANDLING CRIMINAL COMPLAINTS 8.88% Examples include: Burglaries, Robberies, Drunk Driving, All Sex Offenses, Alcohol Offenses, Larcenies, Etc. HOURS SPENT INVESTIGATING OR HANDLING NON-CRIMINAL COMPLAINTS 232 24.13% Examples include: Auto Accidents, Accidental Fires, Traffic Citations, Property Inspections, 397 HOURS SPENT ON SUPPORT OR PERIPHERAL ACTIVITIES 41.35% Examples include: Report Writing, Court, Directed Patrol, Foot Patrol, On Duty Training, Transport of Paperwork to the Court, Evidence to the Crime Lab, Etc. TOTAL UNOBLIGATED PATROL HOURS 246 25.64% Examples include: General Preventive Patrol, Building Security Checks, Etc. Note: This also includes any break time the officers take during their shift. TOTAL HOURS OBLIGATED TO DUTIES, COMPLAINTS, INVESTIGATIONS, ETC. 715 74.36%

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.



October Reports for Plainwell Department of Public Safety

PRIORITY 1 ASSISTS OUTSIDE OF JURISDICTION

The Plainwell Department of Public Safety was dispatched to 64 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
10/06/2021	06:16	06:17	320 Brigham	Alarm	Investigate	C6	1	0
10/06/2021	14:03	14:05	720 Brigham	Alarm	Fire Alarm	C6	1	0
10/09/2021	11:59	12:01	691 W. Bridge	Alarm	Called off - cooking	C6	1	0
10/09/2021	18:26	18:28	258 Robin	Medical	No contact	C4, C6	1	5
10/10/2021	17:34	17:40	402 S. Main	Alarm	Called off- cooking	C4	1	5
10/12/2021	08:33	08:43	1025 Wedgewood	Medical	Assist	E11, P4	1	2
10/12/2021	10:12	10:18	720 Brigham St	Medical	Assist EMS with cot	S62	1	2
10/13/2021	10:58	11:14	Allegan / Church	Power line down	Est. safe area, traffic control	C3, C6, T63, E11	4	6
10/15/2021	19:59	20:06	131 ramp/M-89	Accident	Traffic Control	E11, S62, T63	1	6
10/22/2021	16:32	16:34	381 Joyce	Assist OFD	Stand by until cleared by OFD	C6	2	3

Calls for Service at Plainwell Schools

Plainwell High School: 2

684 Starr Road

Gilkey School: 0 707 S. Woodhams Street

Plainwell Middle School: 5

720 Brigham Street

Starr Elementary: 2

601 school Drive

Early Childhood Development: 0

307 E. Plainwell Street

Renaissance School: 1 798 E. Bridge Street

Admin, Maintenance & Bus Garage: 0

600 School Drive

		nvestment	Activity	Report
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"The Island City"

City of Plainwell

Investment Portfolio Detail - Unaudited at: 11/30/2021

\$2,571,399.10

Brian Kelley, City Treasurer

I verify that this investment portfolio is in conformity with Michigan laws and the City's Investment Policy as approved by City Council.

Insert Signature:

Digitally signed by Brian Brian Kelley Kelley Date: 2021.12.01 18:09:53 -05'00'

		Principal	Institution or	Contact Name	Purchase	Maturity		Remaining Days
Investment Type	CUSIP	Purchase	Bank	and Number	Date	Date	Yield	to Maturity
1 Pooled Investment*	N/A	\$7,301	Michigan Class	Rich Garay - 734.604.1494	03/28/2016		0.03%	
2 365-Day CD	N/A	\$247,234	Grand River Bank	Christy Vierzen - 616.259.1322	06/10/2021	06/10/2022	0.30%	192
3 365-Day CD	N/A	\$84,148	First National Bank	Doug Johnson - 616.538.6040	11/16/2021	11/16/2022	0.65%	351
4 435-Day CD	N/A	\$62,943	First National Bank	Doug Johnson - 616.538.6040	11/16/2020	01/25/2022	0.70%	56
5 365-Day CD	N/A	\$197,667	First National Bank	Doug Johnson - 616.538.6040	09/27/2021	09/27/2022	0.65%	301
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

Average Yield: 0.47% Total Investments: \$599,292.11 Erik J. Wilson, City Manager **Cash Activity for the Month** I verify that this investment portfolio is in conformity with Cash, beginning of month: \$3,184,230.41 Michigan laws and the City's Investment Policy as approved by City Council. Insert Signature: Erik Wilson Digitally signed by Erik Wilson Date: 2021.12.10

Cash, end of month:

^{**} Funds 701 and 703 not included - Trust & Agency

CITY OF PLAINWELL

ESTIMATED CASH BALANCE/FUND BALANCE REPORT

MONTH ENDED: 11/30/2021 % OF FISCAL YEAR: 41.92%

	AUDITED FIG MOST RECEI		PERFC	ENT YEAR DRMACE - DITED ***				
					ESTIMATED			
					FUND	TOTAL		
	CASH AND		ACTUAL		BALANCE	RECONCILED	CURRENT	
	INVESTED		REVENUE	ACTUAL	(AUDIT FB +	CASH AND	YEAR	EXPENSE
	FUNDS	FUND	YTD - CASH		ACT REV -	INVESTED	AMENDED	BUDGET
FUND	BALANCE	BALANCE	BASIS	- CASH BASIS	ACT EXP)	FUNDS	BUDGET EXP	USED
General	249,258	277,621	1,435,399	1,411,104	301,917	405,975	2,245,306	62.85%
Major Streets	24,285	49,739	99,175	192,956	(44,042)	194,295	1,174,568	16.43%
Local Streets	65,210	43,753	139,283	79,265	103,771	154,688	424,530	18.67%
Solid Waste	17,557	16,646	173,302	88,003	101,945	114,936	203,174	43.31%
Fire Reserve	74,261	74,261	87,913	27,076	135,098	147,754	87,601	30.91%
Stimulus Fund ARPA	-	-	197,670	-	197,670	197,670	0	0.00%
Airport	25,101	38,390	29,463	33,296	34,557	31,537	48,160	69.14%
Revolving Loan	37,529	60,633	2,771	-	63,404	45,174	10,000	0.00%
Capital Improvement	36,014	34,314	87,703	33,408	88,609	92,529	80,097	41.71%
Brownfield BRA	75,583	475	626,856	244,545	382,785	54,453	130,212	187.81%
Tax Increment TIFA	89,174	87,933	85,682	39,624	133,991	147,604	68,722	57.66%
Downtown DDA	45,670	44,109	60,268	29,194	75,182	104,625	64,170	45.49%
Sewer	851,958	786,009	577,558	543,344	820,223	1,041,194	1,492,983	36.39%
Water	5,628	(51,067)	245,973	169,694	25,213	290,850	389,792	43.53%
Motor Pool / Equipment	232,068	223,198	158,463	254,704	126,957	64,866	383,287	66.45%
OPEB**	70,052	70,358	14,380	10,271	74,467	82,541	35,795	28.69%
	1,899,346	1,756,372	4,021,859	3,156,484	2,621,747	3,170,691	6,838,397	46.16%

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

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

Erik J.	Wilson, City Manager	Brian Kelley, City Treasurer	
	1	I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the b	est
of my knowledge the r	eport is accurate.	of my knowledge the report is accurate.	
Insert Signature:	Erik Wilson Date: 2021.12.10 11:17:16-05'00'	Insert Signature: Brian Kelley Kelley Date: 2021.12.01 18:15:15 -05'00'	lrian

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

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL EXP CHECK RUN DATES 12/13/2021 - 12/13/2021 BOTH JOURNALIZED AND UNJOURNALIZED BOTH OPEN AND PAID

Vendor Co	od Vendor Name Invoice	Description	Amount
000004 TOTAL FO	PLAINWELL AUTO SUPPLY INC 2021.11.30 PR: PLAINWELL AUTO SUPPLY INC	DPW - NOVEMBER 2021 PARTS PURCHASES (SUMMARY	658.52 658.52
000009	CONSUMERS ENERGY		
	201452090986 201986052276	STREET LIGHTS NOVEMBER 2021 LED STREET LIGHTS NOVEMBER 2021	99.13
	201986052276	DPS - FIRE ALARM ELECTRICITY NOVEMBER 2021	721.66 2.10
	206880125655	TRAFFIC LIGHTS NOVEMBER 2021	50.10
	207057896010	STREET LIGHTS NOVEMBER 2021	2,695.02
	9320978243	DPW - STREETLIGHTS/TREE CLEARING - WEST BRIDGE ADDITIONS	420.00
TOTAL FO	R: CONSUMERS ENERGY		3,988.01
000011	SHOPPERS GUIDE INC		
000011	2021.11.27	NOVEMBER 2021 INDOOR MARKET/LIGHT UP THE NIGHT ADS	360.99
TOTAL FO	R: SHOPPERS GUIDE INC	·	360.99
000077	AACMACTED CARR CURRLY		
000077	MCMASTER-CARR SUPPLY 69032558	WR SPARE BATTERY BACKUP FOR LIFT STATIONS	254.35
	69106730	WR PARTS FOR BOILER EXPANSION TANK	117.00
TOTAL FO	R: MCMASTER-CARR SUPPLY	WITHING FOR BOILER EXPANSION TANK	371.35
000079	ALLEGAN COUNTY NEWS		
	2021.12.02 854	2022 ALLEGAN COUNTY NEWS SUBSCRIPTION	40.00
TOTAL FO	5491 R: ALLEGAN COUNTY NEWS	PUBLISH NOTICE OF PUBLIC HEARING CRD DISTRICT	90.00
TOTALTO	M. ALLEGAN COONTI NEWS		130.00
000114	COLUMBIA PIPE & SUPPLY CO. INC		
	3723682	WR NEW METHANE GAS VALVE FOR BOILER	295.97
TOTAL FO	R: COLUMBIA PIPE & SUPPLY CO. INC		295.97
000138	AMERICAN OFFICE SOLUTIONS		
	30450553	DPS COPIER LEASE AND SUPPLIES	144.25
TOTAL FO	R: AMERICAN OFFICE SOLUTIONS		144.25
000153	FLEIS & VANDENBRINK INC		
000153	58835	RISK & RESILIENCE ASSESSMENT PROJECT SERVICES THROUGH 05/01/2021	5,900.00
	60355	DWAM GRANT SERVICES AUGUST 29 TO OCTOBER 2, 2021	1,828.66
	60612	DWAM GRANT SERVICES RENDERED OCTOBER 3 TO 30, 2021	1,507.50
	60618	OLD ORCHARD TOPOGRAPHIC ENGINEERING THROUGH 10/30/2021	242.50
TOTAL FO	R: FLEIS & VANDENBRINK INC		9,478.66
000166	FISHER SCIENTIFIC		
000100	5852828	WR LIGHT FOR SPECTROPHOTMETER	124.51
TOTAL FO	R: FISHER SCIENTIFIC		124.51
000356	LOCK MASTER SECURITY LLC		
000356	LOCK MASTER SECURITY LLC 10939	DPW REMOTE GATE BUTTON/KEYS	301.00
	10939	CH SECURITY MONITOR REPLACEMENT	897.50
TOTAL FO	R: LOCK MASTER SECURITY LLC		1,198.50
00000			
000365	MISS DIG 20220662	DDIA/AAD 2022 TRANSMISSION RASED MEMBERSHIR FEE	1 077 10
	20220002	DPW/WR - 2022 TRANSMISSION-BASED MEMBERSHIP FEE	1,877.19

TOTAL FOR	: MISS DIG		1,877.19
000910	GRAINGER 9097387543 9933380942	WR - NEW STIR PLATE FOR LAB TESTS DPS - DISPENSERS FOR HAND SANITIZER AND PAPER TOWELS	211.15 142.83
TOTAL FOR: GRAINGER			353.98
000941	WEST MICHIGAN CRIMINAL JUSTICE TC 4644	DPS - FALL 2021 MCOLES	194.38
TOTAL FOR	: WEST MICHIGAN CRIMINAL JUSTICE TC		194.38
000947	WYOMING ASPHALT PAVING INC. 2021-465	DPW - YARD SALE MATERIALS W/E 09/19/2021	49.00
	2021-527 2021-611	DPW - YARD SALE MATERIALS W/E 10/10/2021 DPW - ASPHALT PRODUCT FOR POTHOLE REPAIRS	395.63 57.57
TOTAL FOR	R: WYOMING ASPHALT PAVING INC.		502.20
000962	STATE OF MICHIGAN 761-10667293 R: STATE OF MICHIGAN	WR - NPDES ANNUAL PERMIT FE 2022 MI0020494	5,500.00 5,500.00
			3,300.00
001136	ENTENMANN-ROVIN CO 0162211-IN	DPS - PSO DOME BADGE	143.25
TOTAL FOR	R: ENTENMANN-ROVIN CO		143.25
001448	PROFESSIONAL CODE INSPECTIONS 21011	PERMITS NOVEMBER 2021	1,252.00
TOTAL FOR	R: PROFESSIONAL CODE INSPECTIONS		1,252.00
001536	WASHWELL-STADIUM DRIVE GROUP-SO 3002	DPS - DRY CLEANING OCTOBER/NOVEMBER 20221	218.80 218.80
TOTAL FOR: WASHWELL-STADIUM DRIVE GROUP-SOAP			
001645	ALEXANDER CHEMICAL CORPORATION 47853	DPW - CHLORINE DEMURRAGE CHARGES	31.00
	47854 47927	WR - CHLORINE DEMURRAGE CHARGE DPW - CREDIT FOR RENTAL CHARGES ON INVOICE 47853	63.50 (6.00)
TOTAL FOR	: ALEXANDER CHEMICAL CORPORATION		88.50
001669	DR HOOKS SIGNS INC 141211	CH - NAMEPLATE FOR DEPUTY CITY CLERK	12.00
TOTAL FOR	R: DR HOOKS SIGNS INC		12.00
002018	CDW-G	CIT CITY CLEDY OVE DDINTED	025.05
TOTAL FOR	N848901 t: CDW-G	CH - CITY CLERK QVF PRINTER	835.05 835.05
002030	DRUG SCREEN PLUS INC	DDW DDE EMBLOWAENT/DANDOM CODEENINGS MOVEMBED 2024	00.00
TOTAL FOR	21NOV1339 R: DRUG SCREEN PLUS INC	DPW - PRE-EMPLOYMENT/RANDOM SCREENINGS NOVEMBER 2021	90.00
002123	H & H AUTO BODY LLC 87E6E2C0	DPS - 2015 EXPLORER DOOR ASSEMBLY W/LIGHTS	291.20
TOTAL FOR	FOR: H & H AUTO BODY LLC		291.20
002247	PLUMBER'S PORTABLE TOILETS 390618	DDA - PORTABLE TOILET RENTAL HOLIDAY FESTIVAL	110.00
TOTAL FOR	TOTAL FOR: PLUMBER'S PORTABLE TOILETS		110.00
002371	RENEWED EARTH INC 29789	DPW - YARD BLEND SHERWOOD PARK - W/O 27462	46.50

TOTAL FOR	R: RENEWED EARTH INC		46.50
002418	WHITNEY ENTERPRISES INC 2021.11.22	DPW - STUMP GRINDING PROGRAM	1,020.00
TOTAL FOR	R: WHITNEY ENTERPRISES INC		1,020.00
002440	BOBS CRANE SERVICE CO INC	DDW CDANG FOR SETTING CURISTMAS TREE	200.00
TOTAL FOR	8314 R: BOBS CRANE SERVICE CO INC	DPW - CRANE FOR SETTING CHRISTMAS TREE	200.00
101712101	W BOBO CIW IN COLUMN COLUMN		200.00
002650	FUEL MANAGEMENT SYSTEM/PACIFIC F		
TOTAL FOR	145880	DPS - POLICE CRUISER FUEL NOVEMBER 16 TO 30, 2021	655.84 655.84
TOTAL FOR	R: FUEL MANAGEMENT SYSTEM/PACIFIC P	עואי	055.84
002703	CONTINENTAL LINEN SERVICES INC		
	2021.11CH	CH - CITY HALL RUGS NOVEMBER 2021	77.70
	2021.11DPS	DPS - PUBLIC SAFETY RUGS NOVEMBER 2021	48.88
	2021.11DPW	DPW - UNIFORMS AND RUGS NOVEMBER 2021	229.13
TOTAL FOR	2021.11WR	WR - UNIFORMS & RUGS NOVEMBER 2021	99.07
TOTAL FOR	R: CONTINENTAL LINEN SERVICES INC		454.78
003084	QUALITY AIR SERVICE INC		
	20211045	WR - TESTING OF LAB FUME HOOD	287.50
TOTAL FOR	R: QUALITY AIR SERVICE INC		287.50
004241	GHD SERVICES INC		
004241	340-0013717	CH - SHARED OPERATING COSTS OCTOBER 2021 - BUILDINGS 19 AND 18	1,181.17
TOTAL FOR	R: GHD SERVICES INC		1,181.17
	_		
004814	WILLIAMS & WORKS	DI ANIANIA (ZONINIC ACCISTANCE OCTORER 2024 - ZONINIC MAR	42.27
	93262 93368	PLANNING/ZONING ASSISTANCE OCTOBER 2021 - ZONING MAP PLANNING/ZONING ASSISTANCE NOVEMBER 2021 - W BRIDGE NONCONFOR	42.27 50.00
TOTAL FOR	R: WILLIAMS & WORKS	PLANNING/ZONING ASSISTANCE NOVEWIDER 2021 - W BRIDGE NONCONFOR	92.27
004007			
004837	MUNIWEB 54476	WEBSITE CMS HOSTING NOVEMBER 2021	200.00
TOTAL FOR	R: MUNIWEB	WEBSITE CIVIS HOSTING NOVEINIBER 2021	200.00
1017(2101	N. IVIOTIVE D		200.00
004855	PLAINWELL ACE HARDWARE		
	8984	DPS - CAR 6 TOTES/CLEANING SUPPLIES JW	58.56
	9006	DPW - ANTIFREEZE FOR BATHROOMS WK	9.18
	9014	DPW - TRUCK 5 MARKING PAINT/FASTENERS WK	19.54
	9043 9049	DPS - CHRISTMAS TREET SUPPLIES AB DPW - PAINT FOR CHRISTMAS TREE - AB	67.54 11.98
	9050	DPW - PRUNING BLADE CHRISTMAS TREE - AB	8.99
	9066	DPS - SALT SOFTENER PELLETS - DK	74.90
	9104	DPW - HANDSOAP REFILL PELL PARK - BH	14.99
	9108	DPW - RAKE SPRING BRACKET - DM	18.99
	9109	DPW - WIRE ROPE FOR FLAG POLE REPAIR - DR	1.59
	9113	DPW - VELCRO STICKY & KITCHEN TIMER WELL 4 - WK	14.58
	9115	DPW - CABLE TIES FOR CHRISTMAS DECORATIONS - AB	58.74
	9118	DPW - CABLE TIE CHRISTMAS LIGHTS - DR	11.96
	9140 9141	DPW - EXTENSION CORD/TAPCUBE FOR SANTA FISHING ORNAMENT - DR	41.98
	9141	DPW - UPOST/TAP CUBE/FASTENERS CHRISTMAS DECORATIONS - AB DPW - FASTENERS AND BOLTS - FIRE TRUCK CHRISTMAS DISPLAY - DR	29.04 41.73
	9145	DPW - PASTENERS AND BOLTS - FIRE TROCK CHRISTMAS DISPLAT - DR	19.98
	9146	DPW - EXTENSION CORD/CLAMLITE PLUG CHRISTMAS - DR	17.98
	9148	DPW - INSULATED PIPE FIRE TRUCK CHRISTMAS DISPLAY - DR	1.59
	9150	DPW - ENGINEER'S HAMMER - AB	26.99
	9153	DPW - MISCELLANEOUS FASTENERS TRUCK 10 - AB	8.30
	9154	DPW - CHRISTMAS DECORATION SUPPLIES - WK	24.53

TOTAL FOR	9155 9166 9169 9176 9177 9178 9179 9180 9181 9184 : PLAINWELL ACE HARDWARE	DPS - CHRISTMAS EXTENSION CORD - AB CH - VELCRO STICKY/BRACES FOR PICTURES IN COUNCIL CHAMBERS - WK DPW - FILM TO WRAP FLOWER POTS FOR WINTER STORAGE DPS - LED PLUG/PLAY LAMP TRUCK 10 - AB WR - KEYS - RL DPW - U BOLT TRUCK 5 - WK DPW - EXHANGE UBOLTS TRUCK 10 - WK DPW - FLAP DISCS TRUCK 10 - AB DPW - KEYS FOR DPW - RL DPW - BUSHING PVC #16 - DR	6.59 18.56 49.99 45.97 13.74 9.98 (0.80) 35.97 3.98 15.18
TOTALTON	. I EARWELL ACT HARDWARE		702.02
004877 TOTAL FOR	MATT ROGERS PLUMBING 315 : MATT ROGERS PLUMBING	DPW - EMERGENCY WORK FOR WATER MAIN BREAK 220 E BRIGHTON	1,200.00 1,200.00
004886 TOTAL FOR	REPUBLIC SERVICES (RECYCLE) 0249-007311699 : REPUBLIC SERVICES (RECYCLE)	DPW - RECYCLING SERVICE DECEMBER 2021	2,754.05 2,754.05
004896 TOTAL FOR	WALTERS SWEEPING 7836 : WALTERS SWEEPING	DPW - STREET SWEEPING FALL 2021	7,790.00 7,790.00
004902	BLOOM SLUGGETT PC 22183 22184 : BLOOM SLUGGETT PC	LEGAL SERVICES - GENERAL NOVEMBER 2021 LEGAL SERVICES NOVEMBER 2021 - PROJECTS	895.12 5,052.00 5,947.12
005015 TOTAL FOR	CHECKALT-KLIK 182274 : CHECKALT-KLIK	NOVEMBER 2021 ELOCKBOX PROCESSING FEES	<u>124.42</u> 124.42
005017 TOTAL FOR	DOUBLEDEE MECHANICAL LLC 6299 : DOUBLEDEE MECHANICAL LLC	SCHEDULED MAINTENANCE CITY HALL HEATING SYSTEM	1,232.03 1,232.03
005032 TOTAL FOR	M & C REPAIR LLC 9374 : M & C REPAIR LLC	DPW - GMC 8500 TRUCK 12 REPAIRS	725.00 725.00
005040 TOTAL FOR	US INTERNET 3023715 : US INTERNET	SECURANCE EMAIL FILTERING SERVICE 12/14/2021 - 01/13/2022	70.00 70.00
005047 TOTAL FOR	STAPLES, INC. 3492305916 3493018297 3493166681 3493687945 : STAPLES, INC.	CH - DEPUTY CITY CLERK CHAIR CH - VARIOUS OFFICE SUPPLIES CH - RETURN OF CALENDAR SUPPLIES CH - SPECIAL ORDER SUPPLY (RETURNED) - JS	259.99 69.65 (4.85) 4.85 329.64
005051 TOTAL FOR	JOSHUA MCCORMACK 0009 : JOSHUA MCCORMACK	DDA - DROVE PHOTOS TREE LIGHTING/LIGHT UP THE NIGHT	400.00 400.00
005073	HAVILAND PRODUCTS COMPANY 416987 : HAVILAND PRODUCTS COMPANY	WR - CHLORINE & SULFUR DIOXIDE 4 CYLINDERS EACH	1,153.92 1,153.92

TOTAL - ALL VENDORS 54,866.37

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:

Brian Kelley Date: 2021.12.09

Digitally signed by Brian

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 Kelley Date: 2021.12.09

Digitally signed by Brian

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 Pond Date: 2021.12.10

Digitally signed by Bryan

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:

Bob Nieuwenhuis, Public Works Supt.

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

Insert Signature:

Erik J. Wilson, City Manager

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

Insert Signature:

Erik Wilson Wilson Date: 2021.12.10

Digitally signed by Erik 11:16:40 -05'00'

CHECK REGISTER FOR CITY OF PLAINWELL CHECK DATE FROM 11/22/2021 - 12/15/2021

Check Date	Check	Vendor Name	Description	Amount
Bank CBGEN H	luntington Bank - form	perly Chemical Bank		
	FT Transfer - Autom		_	
12/06/2021	1878(E)		AI RETIREE HEALTH INSURANCE DECEMBER 2021 -	241.47
12/06/2021	1879(E)	UNITED HEALTHCARE INSURANCE COMPA	AI RETIREE HEALTH INSURANCE DECEMBER 2021	233.94
			Total EFT Transfer:	475.41
Bank UBAP Uni	ted Bank - General Cl	neckina		
		pperty Tax Distributions & Recurring Payments	5	
11/26/2021	477(A)	ALLEGAN COUNTY TREASURER	2021 TAX COLLECTIONS W/E 11/20/2021	627.98
11/26/2021	478(A)	RANSOM DISTRICT LIBRARY	2021 TAX COLLECTIONS W/E 11/20/2021	89.53
12/03/2021	481(A)	ALLEGAN COUNTY TREASURER	2021 TAX COLLECTIONS W/E 11/27/2021	927.62
12/03/2021	482(A)	RANSOM DISTRICT LIBRARY	2021 TAX COLLECTIONS W/E 11/27/2021	132.25
12/01/2021	485(A)	KEVIN CHRISTENSEN	MEDICARE PREMIUM REIMBURSEMENT DECEMBE	148.50
12/01/2021	486(A)	VAIRKKO TECHNOLOGIES, LLC	TRAINING COURSE CONTENT NOVEMBER 2021	165.60
12/10/2021	491(A)		/ 2021 TAX COLLECTIONS W/E 12/04/2021	4,759.03
12/10/2021	492(A)	ALLEGAN COUNTY TREASURER	2021 TAX COLLECTIONS W/E 12/04/2021	1,757.49
12/10/2021	493(A)	PLAINWELL COMMUNITY SCHOOLS	2021 TAX COLLECTIONS W/E 12/04/2021	12,440.30
12/10/2021	494(A)	RANSOM DISTRICT LIBRARY	2021 TAX COLLECTIONS W/E 12/04/2021	737.26
			Total ACH Transaction:	21,785.56
Check Type: F	FT Transfer - Autom	atic Deductions & Electronic Manual Payments	s	
11/22/2021	479(E)	UNITED BANK	ACH FEE - TAX DISTRIBUTION	7.00
11/24/2021	480(E)	UNITED BANK	RETURNED PAYMENT FEE	7.50
11/29/2021	483(E)	UNITED BANK	ACH FEE - TAX DISTRIBUTION	7.00
11/26/2021	484(E)	FIRST NATIONAL BANK (CREDIT CARD)	FNBO CREDIT CARD STATEMENT 11/24/2021	7,324.72
11/29/2021	487(E)	UNITED BANK	ACH FEE - A/P DECEMBER 1 PAYMENTS	7.00
11/30/2021	488(E)	VERIZON	UTILITY MACHINE CELL SERVICE 10/11/2021	42.66
12/15/2021	489(E)	CITY OF PLAINWELL	DECEMBER 2021 CITY UTILITY BILLS	522.27
12/02/2021	490(E)	STATE OF MICHIGAN	NOVEMBER 2021 SALES TAX RETURN	88.17
12/07/2021	495(E)	UNITED BANK	ACH FEE - TAX DISTRIBUTION	7.00
12/08/2021	496(E)	CENTURYLINK	LONG DISTANCE NOVEMBER 2021	1.24
12/10/2021	497(E)	VERIZON	EOC PHONE SERVICE 10/24 - 11/23/2021	1,147.46
			Total EFT Transfer:	9,162.02
Check Type: P	aper Check - <i>Manua</i>	l Checks		
11/29/2021	18063	FIRST AMERICAN TITLE INS. CO.	MEERT PROPERTY PURCHASE	505,635.49
12/01/2021	18064	CONSUMERS ENERGY	612 ALLEGAN ST - NOVEMBER 2021	6,797.48

12/01/2021	18065	COPS HEALTH TRUST	DECEMBER 2021 DENTAL & VISION	1,608.39
12/01/2021	18066	MADISON NATIONAL LIFE INSURANCE CO	DECEMBER 2021 LIFE INSURANCE COVERAGE	98.53
12/01/2021	18067	PRIORITY HEALTH	DECEMBER 2021 HEALTH INSURANCE PREMIUM	26,259.81
12/01/2021	18068	QUADIENT FINANCE USA	POSTAGE ADDED TO METER 10/29/2021	1,000.00
12/01/2021	18069	R & R ASSESSING INC	ASSESSING SERVICES DECEMBER 2021	1,525.00
12/01/2021	18070	TONY GLESS	PICKLEBALL COURT MAINT. SUPPLIES	198.16
12/01/2021	18071	VERIZON	DPW/WR ONE TALK SERVICE 10/18/21 - 11/17	222.97
12/01/2021	18072	REPUBLIC SERVICES #249	WR GARBAGE SERVICE DECEMBER 2021	480.80
12/01/2021	18073	CHARTER COMMUNICATIONS	DPS PHONES/INTERNET/TV THROUGH 12/18/202	468.90

Total Paper Check: 544,295.53

REPORT TOTALS: Total of 34 Checks:

Less 0 Void Checks:

Total of 34 Disbursements:

575,718.52 0.00

575,718.52

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 Nate: 2021.12.09 12:57:21-05'00'

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 Date: 2021.12.10

STATE OF MICHIGAN BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE OF HEARING FOR THE ELECTRIC CUSTOMERS OF CONSUMERS ENERGY COMPANY CASE NO. U-21048

- Consumers Energy Company requests Michigan Public Service Commission's approval to implement a power supply cost recovery plan for the twelve months ending December 31, 2022.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company or on the Commission's website at: michigan.gov/mpscedockets.
- A pre-hearing will be held:

DATE/TIME: Tuesday,

Tuesday, December 14, 2021 at 9:30 AM

BEFORE:

Administrative Law Judge Dennis Mack

LOCATION:

Video/Teleconferencing

PARTICIPATION:

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

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) September 30, 2021 application requesting to the Commission to approve: 1) Consumers Energy's Power Supply Cost Recovery (PSCR) Plan for the 12-month period January through December 2022; 2) for 2022 a maximum monthly PSCR Factor of not less than \$0.00177 per kWh for all classes of customers as proposed for the 12-month period January through December 2022; and 3) Consumers Energy further and additional relief.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by December 7, 2021. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

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

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. U-21048. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

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

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 Office of Administrative Hearings and Rules, Mich. Admin Code, and R 792.10401 through R 792.10448.

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

2117-E

STATE OF MICHIGAN BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE OF HEARING FOR THE GAS CUSTOMERS OF CONSUMERS ENERGY COMPANY CASE NO. U-21148

- Consumers Energy Company requests Michigan Public Service Commission's approval for authority 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, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company or on the Commission's website at: michigan.gov/mpscedockets.
- A pre-hearing will be held:

DATE/TIME: Wednesday, December 22, 2021 at 9:00 AM

BEFORE: Administrative Law Judge Jonathan Thoits

LOCATION: Video/Teleconferencing

PARTICIPATION: Any interested person may participate. Persons needing any

assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at mpscedockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) December 1, 2021 application requesting the Commission to: 1) authorize Consumers Energy to adjust its retail natural gas rates so as to provide additional revenue of approximately \$278 million annually above the level established in Case No. U-20650 based on a projected 12-month test year ending September 30, 2023; 2) authorize Consumers Energy to adjust its existing retail natural gas rates so as to produce a rate of return on common equity of not less than 10.5%; 3) implement a Gas Revenue Decoupling Mechanism to annually reconcile non-fuel rate revenues approved by the Commission in the most recent case to non-fuel rate revenues generated through actual sales during the period of time under evaluation; 4) grant the accounting authorizations as proposed by Consumers Energy; 5) approve the modifications to the rates, rules, and regulations as proposed by Consumers Energy, and 6) grant Consumers Energy other and further relief.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by December 17, 2021. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

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

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21148**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

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

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 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 Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

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 REQUEST.

2118-G



October 2021

Dear Neighbor:

Introduction

Wolverine Pipe Line Company ("Wolverine") operates a liquid petroleum products pipeline and facilities in your local community. If you have received this letter, enclosed safety brochure, and helpful reminder magnet, it is because our records indicate you live or work near where our pipeline is located.

Who We Are and What We Do

Based in Portage, Michigan, Wolverine safely transports over 15 million gallons of gasoline and diesel fuel per day, connecting Chicago refineries to terminals in Northwest Indiana to numerous locations in Michigan through more than 700 miles of pipeline; below are the hazards to be aware of if you encounter these products:

PRODUCT	LEAK TYPE	VAPORS		
HAZARDOUS LIQUIDS [SUCH AS: DIESEL FUEL, GASOLINE, AND OTHER REFINED PRODUCTS]	Liquid	Initially heavier than air and spread along ground and collect in low or confined areas. Vapors may travel to source of ignition and flash back. Explosion hazards indoors, outdoors or in sewers.		
HEALTH HAZARDS	Inhalation or contact corrosive and/or toxi dilution water may c	t with material may irritate or burn skin and eyes. Fire may produce irritating, ic gases. Vapors may cause dizziness or suffocation. Runoff from fire control or cause pollution.		

How a Partnership in Pipeline Safety with Wolverine Protects Your Community

Your preparedness and awareness of the location of our pipeline and understanding of how to respond in an emergency are very important to us. Please read the materials contained in the enclosed safety brochure regarding how to identify a pipeline leak and what to do in case of a pipeline incident or emergency. Wolverine monitors our pipeline system 24 hours a day, 7 days a week from our Operations Control Center. We ensure safe pipeline operations through extensive employee training, regularly planned testing, aerial inspection, right-of-way patrols, and adherence to our industry-leading safety management system. Wolverine complies with all applicable federal government safety procedures.

Wolverine maintains its strong safety record through its comprehensive Damage Prevention plan and by continuously striving to be prepared for pipeline incidents that may occur. This is done through measures like detailed emergency response plans and working closely with emergency first responders during annual training exercises. Although rare, pipeline incidents can happen, which is why it takes a partnership between Wolverine as the pipeline operator, and you to keep our community safe. In an emergency, Wolverine's priority will always be to protect people, environment, and property.

We Need Your Help! Please complete a Survey for a Chance to Win One of Twenty (20) \$25 Visa Reward Cards

Your response is very important to us. Your participation in our survey will help us improve our community awareness and outreach efforts. Please complete the survey attached to the enclosed safety brochure, visit the provided online website link, or scan the QR code with your smart phone's camera to complete the survey. Access to the website link and completion of the survey is available 24 hours a day and seven (7) days a week which allows you to participate at your convenience.

If you have specific questions regarding our pipeline operations in your community, contact us at our non-emergency phone number (269) 323-2491.

Respectfully,

Louis Kraus,

Right of Way & Claims Supervisor

Wolverine Pipe Line Company

ENCROACHMENT AWARENESS

pipeline right-of-way to ensure safe access by the pipeline decks, pools, landscaping, roads, driveways, sidewalks, owner for maintenance and in the event of an incident. property. As a pipeline operator, Wolverine conducts an adversely affects the rights of an interest holder in the An encroachment is an improvement, structure, or any the risks of an encroachment related pipeline incident. and more. When planning any project in the vicinity of a pipeline, it is important to stay clear of the indicated extensive encroachment program in order to mitigate Common encroachments include fence posts, patios, activity that (a) intrudes on another's property or (b)

To find who operates pipelines in your area, visit: https://www.npms.phmsa.dot.gov/

For more information about pipeline safety, visit: www.pipeline101.com

enclosed survey for a chance Complete and return the to win a Visa® gift card! IF THERE IS AN EMERGENCY, IMMEDIATELY CONTACT 911 **EMERGENCY NUMBER: AND OUR 24-HOUR** 1-888-337-5004

CONTACT 811 FOR ASSISTANCE CALL BEFORE YOU DIG!



CONNECT WITH US:

www.facebook.com/wolverinepipeline or on Twitter at @wolverinepipeline





8075 Creekside Drive, Suite 210 Wolverine Pipe Line Co. Portage, MI 49024

269-323-2491





YOUR COMMUNITY: **NAYS TO PROTECT**

- Know where pipelines are located find the location of pipelines near your
- Write down the operator's name and emergency home or office by looking for pipeline markers

phone number

- Always call 811 at least two working days (3 in Michigan) before you dig for any reason
- Watch, listen, and smell for signs of a leak. If you see, leave the area, warn others to stay away, and call 911 hear or smell signs of a pipeline leak, immediately

report any suspicious persons and/or activities near the We need your help in preventing accidental damage to pipeline to your local law enforcement authorities by pipelines. Wolverine supports the Nation's Homeland Security efforts and encourages you to immediately

PUBLIC AWARENESS PIPELINE SAFETY &

What you need to know about the pipeline in your neighborhood

Product Pipelines Owned and Operated by Wolverine Pipe Line Company **Underground Liquid Petroleum**

Para recibir la informacion de este folleto en español,por favor, communiques con nosotro

WOLVERINE'S 24-HOUR EMERGENCY NUMBER 1-888-337-5004

PIPELINES IN YOUR COMMUNITY

Underground pipelines are everywhere, including your neighborhood. Because they are largely out of sight, it is important hazards they bring. and the potential to consider their role

a leak occurs, it can be dangerous, requiring immediate digging even something as simple as a fence post. If need to be aware of it. Take precautions prior to way. It you live or work near a pipeline, you and maintains our lines and rights-of-Line Company (Wolverine) monitors partnership. Wolverine Pipe Pipeline safety is a

HOW DO I KNOW WHERE THE PIPELINE IS

Pipeline markers identify the approximate location of the general area of a pipeline, you will see a pipeline marker. under streets or buried in a right-of-way. However, in the Most pipelines are not visible because they are located line and come in various shapes and sizes.

of product being transported, and an emergency phone also display the company operating the pipeline, the type the exact location of the line, and its depth. The markers Only professional field personnel will be able to tell you

obtained to secure Before a pipeline is constructed, rights-of-way are

the land rights

acceptable. such project is and whether pipeline location of-way to verify the on, or over the rightplanting anything in, constructing or even Wolverine before must check with the pipeline. You and maintain construct, operate necessary to



WHAT HAPPENS IF THERE IS A LEAK?

extensive Integrity Management Program. conduct regular maintenance on our pipeline through our our pipelines 24/7. Our employees are highly trained, and we With safety as our number one priority, Wolverine monitors

responder, here are recommended actions if there is a leak: Although rare, leaks can happen. As an emergency

- enter the area if personnel are properly trained and Assess the situation. Determine hazards, risks and only
- Implement your local emergency plan.
- Perform necessary evacuations, secure area around leak, and identify safe zone.
- Contact pipeline company as soon as persons in immediate area have been protected by dialing Wolverine's emergency number: 1-888-337-5004,
- communicate the following: which a responsible person can be contacted. Location, nature of the problem, phone number at
- Control access into the emergency area, prohibit public
- If no fire exists, take precautionary steps to prevent gnition, such as:
- phone use, and turning on/off electrical appliances. supplies, and prohibiting smoking and vaping, cell Detouring traffic, shutting off electrical and gas
- Avoid any potential ignition sources that may cause
- communication has occurred with pipeline company If a fire exists, do not attempt to extinguish unless personnel.
- Do not touch or operate pipeline valves.
- Do not remain in a building if the smell is stronger inside than outside.
- Do not drive into the area where you suspect a leak or vapor cloud.
- eye, skin, or respiratory irritation. Avoid contacting escaping liquids or vapors to prevent

USE YOUR SENSES:



Signs of a leak:

- Dead vegetation, liquid on the ground near pipeline, dirt being blown into the air, fire or dense white cloud or tog
- Hissing or roaring sound
- Discolored snow or vegetation
- Continuous bubbling in a wet area
- Strong petroleum-like odor

emergency. For more information about our emergency response plan and training exercises, contact us today. with local Emergency Responders such as deploying to include tactical response plans for specific locations Wolverine has an extensive emergency response plan boom and simulating a worst-case scenario pipeline Each year, we conduct several training sessions

IT'S THE LAW! CALL 811 BEFORE YOU DIG OR EXCAVATE

connected to your state's One-Call Center. Call 811 from anywhere in the United States to be

When do you call 811? Before you...

- Install a new mailbox
 - Plant a tree
- Dig for any reason!

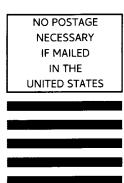
center for a re-mark. date in MI), please contact your 811 digging is started within 14 days of dig start or until marks tade in IL, 20 days in IN, 21 days if past your 811 request's expiration date (life of ticket marks during your project, or the project will continue duration of your project. If you are unable to maintain marked. The flags and marks (yellow paint and flags start so underground utility lines can be located and at least 2 working days (3 in MI) prior to project Before digging begins, you are required to call 811 for petroleum) are in place to serve as a guide for the



Call before you dig.

Para solicitar materiales de concientización pública en español, contáctenos en rightofway@wplco com o al 269-323-2491

	Pipeline Safety Awareness Survey					_
•	Your information is Very Important! Please complete this sur You can also fill out the survey online by visiting: survey.pdigm		rn it for a cha	ince to WIN a \$2	5 Visa® gift card.	•
1.	Prior to you receiving our safety brochure, were you aware that pipelines may be located in areas where you may conduct digging or excavation activities?	O Yes	O No		WebCode	3A7W-ZNWM
2.	Do you know how to recognize a pipeline accident, leak or release, and how to respond to such an emergency?	O Yes	O No			
3.	How long are markings good for?	O 14 days	21 days	O Until marks fac	de O All of the above d	lepending on which state you're i
4.	In which state(s) should you call 811 at least three days prior to date of excavation?		O Illinois	O Indiana		
5.	If you were to conduct any type of digging or excavation into the ground, what action should you take before digging? Call 811 and	d wait for the ar	ea to be marked	Call 911	Other	r: (specify):
6.	If you see a pipeline accident or suspect a leak in a pipeline, who should you contact Immediately?	d wait for the ar	ea to be marked	Call 911	Pipeline Operator Other	r: (specify):
7.	How would you obtain information on the location of a pipeline near a proposed excavation site?	fety brochure in	formation C	Obtain information	from the pipeline markers 🔘	Call 811 All of the above
8.	Do you understand the purpose of 811 and when you should call?	O Yes	O No			
9.	Do you know the potential hazards of a pipeline accident, leak or release?	O Yes	O No			
10	 We'd like to follow up with you to thank you for completing this survey; check yes if you'd like to hear from us. 	O Yes	O No		Scan to complete	
11	I. Did you find this information helpful?	O Yes	O No		Scan to complete our survey for a	34999
12	Was the information presented within the brochure you received written in a concise, understandable way?	O Yes	○ No		chance to win a Visa® gift card!	
13	3. Do you recall previously receiving materials concerning pipeline awareness?	O Yes	○ No		visas grit card:	E18.45394
					NAME	
]-	Ext.
	-լելուիներությեսներություններությեր				PHONE: (XXX) XXX	XXXX
	************ALL FOR AADC 493					
	PLAINWELL CITY HALL				E-MAIL	
	CURRENT CITY COUNCIL 211 N MAIN ST				COMMENTS:	
	PLAINWELL MI 49080-1370	02683	3			
	3A7	W-ZNWM				
ı	WPL AP 2021				nformation gathered will never be sed to measure the effectiveness o	



BUSINESS REPLY MAIL FIRST-CLASS MAIL PERMIT NO. 5411 WICHITA, KS

POSTAGE WILL BE PAID BY ADDRESSEE
WOLVERINE PIPE LINE COMPANY
PO BOX 9123
WICHITA KS 67277-9908

Reports & Reports:

A. Public Hearing – Commercial Rehabilitation District – 119 W. Bridge St.:

Application has been made to create a Commercial Rehabilitation District at 119 West Bridge Street to allow for grant application for rehabilitation of the building. Creation of the District affects the property tax collections and requires the allowance for tax jurisdictions to make comment on the proposed tax abatement. Notices were sent to the City Assessor and the tax jurisdictions. The Resolution proposed establishes the Commercial Rehabilitation District.

Recommended action: Consider adopting Resolution 2021-19 as presented.

B. WR - Digester, Dystor PLC Replacement:

Superintendent Pond recommends replacement of a programmable logic computer which monitors the plant boiler and methane gas holding system "Dystor" for operational conditions and alarm messaging. The budgeted project can be completed by local vendor Perceptive Control which has worked on other SCADA-related projects as a sole source provider. **Recommended action:** Consider approving the upgrade of a Programmable Logic Computer replacement for the Digester process at the Water Renewal Plant with Perceptive Controls at a cost of \$14,800.00.

C. Rental Rehab Grant Administrator:

Community Development Director Siegel worked with the Michigan Economic Development Corporation (MEDC) to solicit proposals for a grant administrator for the CDBG rental rehab grant for 112 N. Main St. Abonmarche Consultants was the only firm to submit a bid.

Recommended action: Consider approving a grant administration agreement with Abonmarche Consultants in an amount not to exceed \$15,000.00 for the CDBG rental rehabilitation grant for 112 N. Main Street.

D. WR - Installation of Methane Accumulator:

Superintendent Pond solicited quotes for the installation of a previously purchased methane accumulator. The installation requires specialized welding and fabrication. Superintendent Pond recommends the low bidder.

Recommended action: Consider approving the installation of a methane accumulator with Franklin Holwerda Company at an estimated cost of \$12,500.00.

E. Mill Demolition Project - Change Order for Building 3 South Wall:

City Manager Wilson recommends approving change order to allow for the structural improvements of south wall building 3 of the mill demolition project. These funds will come from project contingency.

Recommended action: Consider approving a change order for modifications to the South Wall of Building 3 with Melching. at an estimated cost of \$160,600.00.

F. Resolution 2021-20 – General Obligation Bonds:

For the purchase of the Meert Property, the City Administration recommends funding through municipal bonds to allow for proper zoning and infrastructure planning. City Attorney Roger Swets recommends adoption of a resolution of capital improvements and to publish notice of intent to issue municipal securities.

Recommended action: Consider adopting Resolution 2021-20 as presented.

Reminder of Upcoming Meetings

- December 15, 2021 Plainwell Planning Commission 7.00pm
- December 16, 2021 Plainwell Parks & Trees Commission 5:00pm
- December 27, 2021 Plainwell City Council 7:00pm
- January 4, 2022 Plainwell DDA/BRA/TIFA Board 7:30am

Non-Agenda Items / Materials Transmitted

- Notice of Public Hearing Consumers Energy December 14, 2021 9:30am
- Notice of Public Hearing Consumers Energy December 22, 2021 9:00am
- Wolverine Pipe Line Company Safety Brochure