

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, April 26 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** – April 12 2021 Regular Meeting
6. **General Public Comments**
7. **County Commissioner Report**
8. **Agenda Amendments**
9. **Mayor's Report**
10. **Recommendations and Reports:**
 - A. **Paper Mill Demolition Project – Change Order for Construction Oversight**
Council will consider confirming a change order for \$19,603.75 to GHD for additional construction oversight and project support through April 26, 2021.
 - B. **Paper Mill Demolition Project – Change Order for Structural Engineering Services**
Council will consider confirming a change order for \$5,000.00 to Robert Darvas Associates for additional consulting structural engineering services.
 - C. **Paper Mill Demolition Project – Pay Request #5**
Council will consider approving Pay Request Application #5 for Melching, Inc. in an amount not to exceed \$582,495.30.
 - D. **DPW – Asphalt Product Purchase**
Council will consider accepting the bid from Wyoming Asphalt for road paving product in an amount not to exceed \$17,000.00.
 - E. **DPW – Sale of City Assets**
Council will consider authorizing the sale of a DPW Chop Saw, Leaf Blower and John Deere mower.
 - F. **DPW – Mower Purchase**
Council will consider approving a mower purchase for city parks/grounds.
 - G. **425 Conditional Land Transfer Agreement**
Council will discuss a possible expansion economic development opportunity with Gun Plain Township.

H. Elevated Water Storage Tank Lease Renewal – 518 Thomas Street

Council will consider extending the existing water tower lease agreement.

11. **Communications:** The March 2021 Public Safety Report.
12. **Accounts Payable - \$50,692.89**
13. **Public Comments**
14. **Staff Comments**
15. **Council Comments**
16. **Adjournment**

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

Reminder of Upcoming Meetings

- May 5, 2021 – Plainwell Planning Commission – 7.00pm
- **May 10, 2021 – Plainwell City Council – 7:00pm**
- May 11, 2021 – Plainwell DDA/BRA/TIFA Board– 7:30am
- May 13, 2021 – Allegan County Board of Commissioners – 4:00pm
- May 13, 2021 – Plainwell Parks & Trees Commission – 5:00pm

Non-Agenda Items / Materials Transmitted

- Notice of Public Hearing – Michigan Gas Utilities – May 12, 2021 9am

MINUTES
Plainwell City Council
April 12, 2021

1. Mayor Keeler called the regular meeting to order at 7:00 PM in Plainwell City Hall Council Chambers.
2. Scott Smail of Lighthouse Baptist Church and Dave Alderman of Encounter Church gave the invocations.
3. Pledge of Allegiance was recited.
4. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Keeney and Councilmember Wisnaski. Absent: Councilmember Overhuel.
A motion by Steele, seconded by Keeney, to excuse Councilmember Overhuel with prior notification. On a voice vote, all in favor. Motion passed.
5. Approval of Minutes:
A motion by Steele, seconded by Keeney, to accept and place on file the Council Minutes of the 03/22/2021 regular meeting. On voice vote, all voted in favor. Motion passed.
6. Public Comment: None.
7. County Commissioner Report:
Dave Alderman gains encouragement from all the business activity downtown.
8. Agenda Amendments: None
9. Mayor's Report:
Mayor Keeler gave words of well wishes for Councilmember Overhuel.
10. Recommendations and Reports:
 - A. City Manager Wilson provided an update on the mill demolition, and discussed Change Order #13 related to pick up and disposal of previously profiled chemical waste. A small amount of chemicals not in the base bid were found in barrels during the demolition.
A motion by Wisnaski, seconded by Keeney, to confirm Change Order #13 for \$1,738.00 to Melching, Inc. for disposal of previously profiled chemical waste. On a roll call vote, all in favor. Motion passed.
 - B. Resolution 2021-08 – Redevelopment Liquor License for 200 E. Bridge St. MAB Restaurants LLC was presented by Community Development Manager Siegel. MAB Restaurants LLC has applied for a redevelopment liquor license, the LLC has made a large investment in downtown Plainwell and will be a destination restaurant once open. The Liquor License is a necessity for them to operate. This is a name change modification to Resolution 2021-07 passed at the March 22, 2021 Council Meeting.
A motion by Steele, seconded by Wisnaski, to adopt Resolution 2021-08 as presented. On a voice vote, all in favor. Motion passed.
 - C. DPW Superintendent Nieuwenhuis reported having gotten three quotes for pavement markings for 2021. He reported that included in the Council Packet was a quote from Bronco Asphalt Maintenance that was later modified because the original quote did not include all of the streets in the proposal. The new quote

from Bronco Asphalt Maintenance is \$14,300 for the entire project. Council discussed the proposals as amended and the scope of work.

A motion by Keeney, seconded by Steele, to approve the bid from Ace Parking Lot Striping for \$14,088.80 for 2021 Pavement Striping. On a roll call vote, all in favor. Motion passed.

11. Communications:

A. A motion by Steele, seconded by Wisnaski, to accept and place on file the February 2021 Public Safety Report, the March 2021 Investment and Fund Balance Reports, and the March 2021 Water Renewal Report. On a voice vote, all in favor. Motion passed.

12. Accounts Payable:

A motion by Keeney, seconded by Steele, that the bills be allowed and orders drawn in the amount of \$97,527.01 for payment of same. On a roll call vote, all in favor. Motion passed.

13. Public Comments: None

14. Staff Comments:

Personnel Manager Lamorandier gave well wishes for Councilmember Overhuel.

Superintendent Nieuwenhuis gave a report on cleanup and test of the new-to-us pull paver, the modifications to a truck to support use of the paver, and training of staff for its use once the asphalt companies open up.

Community Development Manager Siegel reporting plans for Plainwell Fest on June 12, 2021, and noted progress on the rental rehabilitation project above Perfect Image.

Superintendent Pond reported the SCADA upgrade is complete.

Director Bomar reported reviewing recent law changes related to incarceration for minor offenses and arrest regulations.

Clerk/Treasurer Kelley continues with budget preparation. There is a scheduled meeting April 23 with Senator Nesbitt to discuss concerns about pending litigation related to election laws.

City Manager Wilson reported progress on plans for rehabilitating and restore the Kalamazoo River and the Mill Race and that Plainwell could benefit from this EGLE Project to beautify the riverfront and maintain Racel water levels.

15. Council Comments:

Councilmembers all gave encouragement to Councilmember Overhuel.

16. Adjournment:

A motion by Steele, seconded by Keeney, to adjourn the meeting at 7:29 PM. On voice vote, all voted in favor. Motion passed.

Minutes respectfully
Submitted by,
Brian Kelley
City Clerk/Treasurer

MINUTES APPROVED BY CITY COUNCIL
April 26, 2021

Brian Kelley, City Clerk

DRAFT

200 Allegan Street, Suite 300
Plainwell, Michigan 49080-1397
United States
www.ghd.com



Our ref: 11216161

April 16, 2021

Mr. Erik J. Wilson
City Manager
City of Plainwell
211 N. Main Street
Plainwell, Michigan 49080

Change Order for Construction Oversight and Project Support – through April 26, 2021
Former Plainwell, Inc. Mill Site Demolition Project
City of Plainwell, Michigan

Dear Mr. Wilson:

GHD has prepared this Change Order (CO) to the City of Plainwell (City) for additional project management and oversight related to the Phase III Decommissioning and Demolition Project at the Former Plainwell, Inc., Mill Property in Plainwell, Michigan (Site).

1. Overview

The City of Plainwell has received a Unique/Innovative Community Development Blight Grant (CDBG) from the Michigan Economic Development Corporation (MEDC). The grant funds will be used to remove blighted buildings from the west and central portions of the Mill building complex at the Site.

The City awarded the decommissioning and demolition contract to Melching, Inc. (Melching). Melching provided the lowest responsive bid for the project.

Melching, Inc. provided a schedule with their bid which allotted for up to 29 weeks to complete the decommissioning and demolition. The project began July 20, 2020 with the 29 weeks concluded on February 12, 2021 (allowing for a 1-week hiatus between December 28, 2020 and January 3, 2021). On February 12, 2021, the buildings were approximately 30 percent demolished with restoration efforts at less than 20 percent complete. Continued oversight and additional project management will be required to support the project and ensure that Melching, and their subcontractors, complete the project per the bid specifications, as amended. GHD has managed field oversight during slow periods of the project by having our oversight staff conduct other work so as not to burden the project with standby costs. This management and reallocation of budget deemed unnecessary at this time for other work tasks allowed for the project to remain within the overall budget through the end of March 2021.

The level of GHD project management required for this project has exceeded the effort anticipated due to Melching's inexperience with the necessary project documentation requiring numerous reviews and requests for additional information, poor management and project planning, and alternatives proposed once the project was underway (e.g., recycling concrete from Building 1A, methods to address polychlorinated biphenyl (PCB) contamination, alternative water proofing). Also contributing to the additional project management time and

effort has been the response necessary to address the condition of Building 2, which was discovered once Building 1 was demolished. Finally, additional project management time has been spent due to changes to the scope of the project made on behalf of the City (e.g. additional salvage, work on Building 2 and Building 3 south wall).

This CO has been prepared to cover the following:

- Construction oversight in the field to document and confirm Melching' s performance in regard to the project specifications from April 19 through April 26, 2021,
- Additional project management, including coordination with Melching, and other contractors hired by the City for the project (from April 5 through April 26, 2021), and
- The electrical costs associated with the Melching and Building Restoration Inc. field trailers. Both field trailers were connected to the electrical service set up by GHD and was not able to be billed directly from Consumers Energy to Melching.

2. Cost Estimate

Table 1 provides the labor and expenses included in the CO. The CO amount is \$ 19,603.75. The costs presented in this change order will not be sufficient to cover the project to completion. Per the last full schedule provided by Melching, Inc., they are working towards a completion date of July 15, 2021.

Per the original contract, GHD has included a 10% discount on all standard GHD labor rates as well as waving standard Information Technology (IT) charges that are typically applied to each labor hour for the project.

Please contact the undersigned if you have any questions regarding this CO.

Regards



Don Osterhout
Technical Director
+1 269 685-2710
don.osterhout@ghd.com
JMD/md/PRO-2

Encl.

cc: Katie Kamm, GHD



Jodie Dembowski
Science Leader

**GHD Services Inc. Change Order Cost Estimate
Former Plainwell Inc. Phase III Decommissioning and Demolition Project
Plainwell, Michigan**

	Quantity	Unit	Rate	Budget Estimate
CONSTRUCTION OVERSIGHT				
<i>Details below are for the periods of time detailed below. Costs will vary based on actual work duration and contractor schedule.</i>				
 <i>Demolition, Restoration Oversight and Demobilization - April 19 through April 26, 2021</i>				
Field Oversight Staff	60	hours	\$135.00	\$ 8,100.00
Per Diem	1	day	\$40.00	\$ 40.00
Hotel	1	day	\$103.00	\$ 103.00
Travel expenses	1	trip	\$650.00	\$ 650.00
Electricity for Field Trailers	1	Allowance	\$250.00	\$ 250.00
			Subtotal	\$ 9,143.00
 <i>Project Management and Support - April 12 through April 26, 2021</i>				
Project Director	0.5	hours	\$256.50	\$ 128.25
Project Manager	60	hours	\$175.50	\$ 10,530.00
			Subtotal	\$ 10,660.75
Estimated Total Project Oversight				\$ 19,803.75

egw
4-19-21

Table 2
Cost Summary
Former Plainwell Inc. Phase III Decommissioning and Demolition Project
Plainwell, Michigan

Task	Original Estimated Cost	Budget Reallocations as of 4/15/2021	Current Budget Allocations	Costs Invoiced Through March, 2021 ⁽¹⁾⁽²⁾⁽³⁾	Estimated Amount Remaining in Budget as of April 1, 2021 ⁽⁴⁾	Estimated Costs Incurred From April 1 - April 15, 2021 ⁽⁵⁾	Costs Included in Change Order	Total Estimated Project Costs Through April 26, 2021
Mobilization, Oversight During Asbestos Abatement and								
10 Decommissioning Activities ⁽¹⁾	\$149,875.00	\$0.00	\$149,875.00	\$149,482.33	\$392.67	\$0.00	\$0.00	\$149,482.33
Oversight During Demolition and Restoration Activities and								
20 Demobilization	\$127,700.00	\$0.00	\$127,700.00	\$98,070.94	\$29,629.06	\$28,369.27	\$9,143.00	\$165,212.27
30 Project Management and Support ⁽²⁾	\$149,245.00	\$17,690.00	\$166,935.00	\$163,232.53	\$3,702.47	\$11,319.75	\$10,660.75	\$171,225.50
40 Geotechnical Engineering	\$5,445.00	-\$1,800.00	\$3,645.00	\$1,984.50	\$1,660.50	\$0.00	\$0.00	\$3,645.00
Waste Characterization and								
50 Assistance Profiling Waste	\$50,890.00	-\$15,890.00	\$35,000.00	\$29,813.02	\$5,186.98	\$0.00	\$0.00	\$35,000.00
60 Reporting	\$22,625.00	\$0.00	\$22,625.00	\$1,028.25	\$21,596.75	\$900.00	\$0.00	\$22,625.00
NA Melching Trailer Electrical Service ⁽³⁾	\$0.00	NA	NA	Included above	NA	Included above	None at this time	\$4,000.00
Total	\$505,780.00	\$0.00	\$505,780.00	\$443,611.57	\$62,168.43	\$40,589.02	\$19,803.75	\$551,190.10

⁽¹⁾Pre-Demolition Project Support Contract costs included in Phase 10/considered part of original budget

⁽²⁾Pre-Demolition Project Support Contract costs included in Phase 30/considered part of original budget

⁽³⁾Electrical costs (August, September, October, November, December) billed under Phase 10. January, February and March under Phase 20.

⁽⁴⁾ Does not include March truck charges.

⁽⁵⁾ Does not include April truck charges.



April 23, 2021

Erik Wilson
City of Plainwell
211 N. Main Street
Plainwell, MI 49080

Re: Additional Services Proposal for Consulting Structural Engineering Services for Plainwell Mill Demolition – Phase III

Dear Erik Wilson,

Robert Darvas Associates, P.C. (RDA) is pleased to provide the following proposal for additional consulting structural engineering services. This will be a continuation of our current services, providing assistance during the construction and demolition phases including addressing RFIs and review of structural submittals. We will also provide up to two (2) site visits at your request; a report will be generated with each visit. Our proposal is based on the current Plainwell Mill Demolition Phase III drawings & bulletins dated 03/31/2021.

1. ASSUMPTIONS/CLARIFICATIONS

RDA proposes to provide the following engineering services:

- 1.1 The work includes structural analysis, technical drafting of required details (if required), review of sketches, review of any shop drawings (if required), and up to two (2) site visits.
- 1.2 Any further changes in scope may necessitate another additional services proposal.
- 1.3 All items of the original contract will remain in-force and will apply to this additional services agreement.

2. ENGINEERING FEE

RDA proposes to provide the above described additional structural engineering services on an hourly rate basis plus expenses, not to exceed **\$5,000.00**.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. We have experienced staff available to work on this project immediately. If you find this proposed agreement acceptable, please sign and return.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Robert Darvas Associates, P.C.

A handwritten signature in black ink, appearing to read 'Stephen Rudner', written over a horizontal line.

Stephen Rudner, P.E.

Accepted by: _____
Erik Wilson

Date: _____



Date: 3/29/21

Project: Plainwell Paper Mill Decommissioning and Demolition

Re: March 29th Progress Billing

The following is a project progress for itemized completion billing dated 3/29/21:

- Complete demolition of Building #7, 6, 6A, 5B
- Demo of rooflines and separations for Buildings 4-7
- Partial backfill of building #7, 6
- Install of portions of stored backfill (3000 TN Installed @ \$3 in addition to previous billing of stored rate)
- Complete Asbestos abatement of Buildings with exception of rooftop units on building #9
- Complete Decommission of Building 10
- Installation of additional safety barricades and measures
- Chemical sweep and universal waste complete in buildings within contract, currently stored on site ready to be disposed of
- Partial restoration of Building #2 West wall per specifications
- Partial restoration of Building #2 south wall
- Complete installation of Building #3 basement level south wall
- Partial roof decking of Building #2 required for demolition, Purchase of all materials for roof decking
- Partial completion of Building #10 Infills

PAYMENT APPLICATION

TO: City of Plainwell
 211 N. Main Street
 Plainwell MI 49080
 Attn: Accounts Payable

FROM: Melching Inc
 3662 Airline Road
 Muskegon MI 49444

FOR:

PROJECT NAME AND LOCATION: PaperMill Demo
 Plainwell Inc Mill Decommissioning & Demo Proj
 200 Allegan Street Plainwell MI 49080

ARCHITECT:

APPLICATION # 5
PERIOD THRU: 03/29/2021
PROJECT #s: OWNER ARCHITECT CONTRACTOR

DATE OF CONTRACT: 07/16/2020

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below. Continuation Page is attached.

1. **CONTRACT AMOUNT** \$3,665,250.00
2. **SUM OF ALL CHANGE ORDERS** \$82,963.00
3. **CURRENT CONTRACT AMOUNT** (Line 1 +/- 2) \$3,748,213.00
4. **TOTAL COMPLETED AND STORED** (Column G on Continuation Page) \$2,831,922.00
5. **RETAINAGE:**
 - a. 10.00% of Completed Work (Columns D + E on Continuation Page) \$283,192.20
 - b. 0.00% of Material Stored (Column F on Continuation Page) \$0.00
6. **TOTAL COMPLETED AND STORED LESS RETAINAGE** (Line 4 minus Line 5 Total) \$283,192.20
7. **LESS PREVIOUS PAYMENT APPLICATIONS** \$2,548,729.80
8. **PAYMENT DUE** \$1,966,234.50
9. **BALANCE TO COMPLETION** (Line 3 minus Line 6) \$582,495.30

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$46,299.00	\$0.00
Total approved this month	\$36,664.00	\$0.00
TOTALS	\$82,963.00	\$0.00
NET CHANGES	\$82,963.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Melching Inc
 By:  Brandon Murphy
 State of: Michigan
 County of: Muskegon
 Date: 4/21/21

Notary Public: Janet Woodring
 My Commission Expires: May 14 2025
 Subscribed and sworn to before me this 21st day of April 2021
 County of Muskegon
 My Commission Expires: 5/14/2025
 Acting in the County of Muskegon
 Janet Woodring
 NOTARY PUBLIC - STATE OF MICHIGAN

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT:

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: _____
 By: _____
 Date: _____
 Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

PROJECT: PaperMill Demo
 Plainwell Inc Mill Decommissioning & Demo Project
 APPLICATION #: 5
 DATE OF APPLICATION: 04/06/2021
 PERIOD THRU: 03/29/2021
 PROJECT #s:

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT			TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)		
1	General Conditions	\$119,000.00	\$98,200.00	\$2,000.00	\$2,000.00	\$0.00	\$100,200.00	84%	\$18,800.00	
2	General & Site Temp Facilities & Controls	\$50,000.00	\$35,000.00	\$1,500.00	\$1,500.00	\$0.00	\$36,500.00	73%	\$13,500.00	
3	Asbestos Abatement	\$517,000.00	\$491,150.00	\$0.00	\$0.00	\$0.00	\$491,150.00	95%	\$25,850.00	
4 IV A	Env. Decom. Bldgs 1,1A,4,4A,5,5A 5B,6,6A,7,9,14, 29 & Train Shed	\$620,000.00	\$496,000.00	\$124,000.00	\$124,000.00	\$0.00	\$620,000.00	100%	\$0.00	
4 IV B1	Env. Decommissioning Bldg 2 First Floor	\$65,000.00	\$65,000.00	\$0.00	\$0.00	\$0.00	\$65,000.00	100%	\$0.00	
4 IV B2	Env. Decommissioning Bldg 2 Basement	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$40,000.00	100%	\$0.00	
4 IV B3	Env. Decom. Bldgs 2/14- Painted Bldg Mat'l within Bldg 14/S, Wall of	\$101,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$101,000.00	
4 IV C1	Env. Decommissioning Bldg 3 First Floor	\$42,000.00	\$42,000.00	\$0.00	\$0.00	\$0.00	\$42,000.00	100%	\$0.00	
4 IV C2	Env. Decommissioning Bldg 3 Basement	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	100%	\$0.00	
4 IV D 1	Env. Decommissioning Bldg 10 First Floor	\$2,500.00	\$1,250.00	\$1,250.00	\$1,250.00	\$0.00	\$2,500.00	100%	\$0.00	
4 IV D 2	Env. Decommissioning Bldg 10 Basement	\$51,000.00	\$0.00	\$51,000.00	\$51,000.00	\$0.00	\$51,000.00	100%	\$0.00	
5	Demolition	\$1,034,000.00	\$361,900.00	\$310,200.00	\$310,200.00	\$0.00	\$672,100.00	65%	\$361,900.00	
6	Salvage for Reuse - Cancelled	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
7	Salvation for Historical Preservation	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$0.00	\$7,000.00	100%	\$0.00	
8 A	Site Restoration - Bldg 2 - Beam Replacement & Roof Stabilization	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
8 B	Site Restoration - Bldg 2 -West Wall	\$90,000.00	\$76,500.00	\$4,500.00	\$4,500.00	\$0.00	\$81,000.00	90%	\$9,000.00	
	SUB-TOTALS	\$2,741,500.00	\$1,717,000.00	\$494,450.00	\$494,450.00	\$0.00	\$2,211,450.00	81%	\$530,050.00	

CONTINUATION PAGE

PROJECT: PaperMill Demo
 Plainwell Inc Mill Decommissioning & Demo Project
 APPLICATION #: 5
 DATE OF APPLICATION: 04/06/2021
 PERIOD THRU: 03/29/2021
 PROJECT #s:

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
8 C	Site Restoration - Bldg 2- South Wall	\$56,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	54%	\$26,000.00	
8 D	Site Restoration - Bldg 3 - South Wall	\$220,000.00	\$22,000.00	\$88,000.00	\$0.00	\$110,000.00	50%	\$110,000.00	
8 E	Site Restoration - Bldg 3 - North Wall - Roll up Door Area	\$67,000.00	\$61,950.00	\$0.00	\$0.00	\$61,950.00	92%	\$5,050.00	
8 F	Site Restoration - Bldg 10 - West Wall	\$46,000.00	\$0.00	\$9,200.00	\$0.00	\$9,200.00	20%	\$36,800.00	
9.1X A	Backfill & Restoration 1X A 21AA	\$67,094.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$67,094.00	
9.1X B	Backfill & Restoration 1X B General Fill	\$144,656.00	\$135,656.00	\$9,000.00	\$0.00	\$144,656.00	100%	\$0.00	
10	Top Soil	\$54,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$54,000.00	
11	Seeding	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,000.00	
12	Safety	\$10,000.00	\$7,000.00	\$1,000.00	\$0.00	\$8,000.00	80%	\$2,000.00	
13	Mobilization / Demobilization	\$30,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	50%	\$15,000.00	
14 Alt 1	Restoraiton of one steel truss to original configuration(Cancelled)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
14 Alt 3	Reclaimed timber, bricks and related componets from Bldg 1	\$85,000.00	\$85,000.00	\$0.00	\$0.00	\$85,000.00	100%	\$0.00	
14 Alt 4	Replace rotted wood beams in Bldg 2 with Salvaged Beams	\$24,000.00	\$4,800.00	\$7,200.00	\$0.00	\$12,000.00	50%	\$12,000.00	
15	Additional Insurance Premium	\$60,000.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00	100%	\$0.00	
16	Building 2 Roofing	\$55,000.00	\$0.00	\$27,500.00	\$0.00	\$27,500.00	50%	\$27,500.00	
17	Water Tower - Not on List to Demo	(\$5,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	0%	(\$5,000.00)	
SUB-TOTALS		\$3,665,250.00	\$2,138,406.00	\$636,350.00	\$0.00	\$2,774,756.00	76%	\$890,494.00	

CONTINUATION PAGE

PROJECT: PaperMill Demo
 Plainwell Inc Mill Decommissioning & Demo Project
 APPLICATION #: 5
 DATE OF APPLICATION: 04/06/2021
 PERIOD THRU: 03/29/2021
 PROJECT #s:

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
18	CO # 1 - Fire Protection Line Basement Bldg 2&3	\$4,945.00	\$4,945.00	\$0.00	\$0.00	\$0.00	\$4,945.00	\$0.00	
19	CO # 2 - Install WACO Shoring Tower Bldg #3	\$6,854.00	\$6,854.00	\$0.00	\$0.00	\$0.00	\$6,854.00	\$0.00	
20	CO # 3 - Rafter Beas and Exterior Bricks	\$34,500.00	\$34,500.00	\$0.00	\$0.00	\$0.00	\$34,500.00	\$0.00	
21	Change Order # 4 Item 14 Alt 1 deleting from scope	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
24	CO # 11 - Bulging West Wall Area of Bldg 2	\$6,580.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,580.00	
25	CO # 8 - Stiffening of Partial Rotted Wood Beams Bldg 2	\$19,217.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,217.00	
26	CO # 7 - Additional Asbestos	\$10,867.00	\$0.00	\$10,867.00	\$0.00	\$0.00	\$10,867.00	\$0.00	
27	CO # 13 - DLD - Disposal of Prev profiled chem waste	\$1,580.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,580.00	
TOTALS		\$3,749,793.00	\$2,184,705.00	\$647,217.00	\$0.00	\$2,831,922.00	76%	\$917,871.00	

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a

check from: City of Plainwell

in the sum of: \$582,495.30 Five Hundred Eighty Two Thousand Four Hundred Ninety Five and 30/100

payable to: Melching Inc

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has

on the job of: City of Plainwell

located at: Plainwell Inc Mill Decommissioning & Demo Project
200 Allegan Street Plainwell MI 49080
Parcel 55-030-076-01

to the following extent.

This release covers a progress payment for labor, services, equipment or material

furnished to: City of Plainwell

through: March 29 2021

only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 04/20/2021

Company: Melching Inc

Signature: 

By: Brandon Murphy, Vice President
(Name & Title)

State of: Michigan

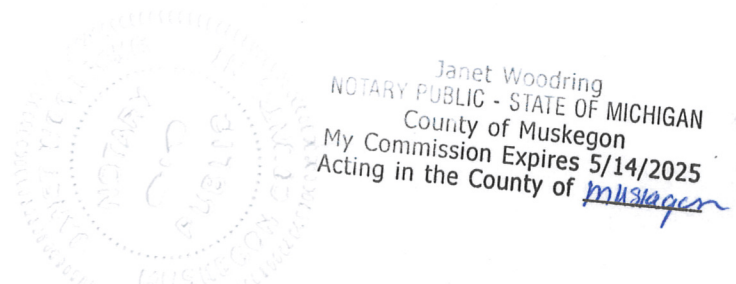
County of: Muskegon

Subscribed and sworn to before me, this 20 day of April 2021

Notary Public Signature: 

Notary Public Name: Janet Woodring

My Commission Expires: May 14 2025





PLAINWELL PAPER MILL

APPLICATION NUMBER

5

Period Through

3/29/2021

Item	Work Description	Scheduled amount	Amount Previous Periods	Amount This Period	% Complete To Date	Balance to Completion
1	Base Bid	3,496,250.00	1,988,606.00	629,150.00	75%	878,494.00
2	Alternate 1	-	-	-	0%	-
3	Alternate 3	85,000.00	85,000.00	-	100%	-
4	Alternate 4	24,000.00	4,800.00	7,200.00	50%	12,000.00
5	Additional Insurance	60,000.00	60,000.00	-	100%	0.00
6	Change Order 1	4,945.00	4,945.00	-	100%	0.00
7	Change Order 2	6,854.00	6,854.00	-	100%	0.00
8	Change Order 3	34,500.00	34,500.00	-	100%	-
9	Change Order 11	6,580.00	-	-	0%	6,580.00
10	Change Order 8	19,217.00	-	-	0%	19,217.00
11	Change Order 7	10,867.00	-	10,867.00	100%	-
Sub totals		3,748,213.00	2,184,705.00	647,217.00		916,291.00

Total Complete to Date 2,831,922.00

Retainage 10% 283,192.20
 Previously Invoiced 1,966,234.50

Total Amount This Application 582,495.30

Brandon Murphy
 Vice President

SWORN STATEMENT

State of Michigan

County of Muskegon

Melching Inc, being sworn, states the following:

Melching Inc (deponent), is the (contractor) (subcontractor) for an improvement to the following real property in City of Plainwell, MI (state), described as follows (insert legal description of property):

Plainwell Paper Mill Project 180 Michigan Ave, Plainwell MI Application 5
 Parcel 55-030-076-01

The following is a statement of each subcontractor and supplier, and laborer for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner or lessee of the property, and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

Name, Address and Telephone & Fax Numbers of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to Complete	Amount of Laborer Wages Due but Unpaid	Amount of Laborer Fringe Benefits and Withholdings Due but Unpaid
DM CONTRACTING	Contract Labor	195,282.25	195,282.25	-	-	-	-
Young Environmental	Environmental	623,872.99	477,044.48	146,828.51	-	-	-
Young Environmental	Safety Monitoring	2,093.00	987.50	1,105.50	-	-	-
Building Restoration	Contract Labor	481,200.00	200,623.37	83,706.88	196,869.75	-	-
Ottawa County Farms - Republic Services	Sanitation/Waste	88,049.77	31,534.59	56,515.18	-	-	-
Top Grade Aggregate	LimeStone	\$ 6,233.84	6,233.84	-	-	-	-
High Grade Materials	Sand	\$ 45,766.38	43,746.32	\$2,020.06	-	-	-
US Ecology	Land Fill	61,028.92	61,028.92	-	-	-	-
J & H Fuel	Fuel	\$ 32,645.86	24,896.04	7,749.82	-	-	-
Cloverdale Equipment	Rental Equip	\$ 110,070.67	\$ 78,167.85	\$ 31,902.82	-	-	-
B & R Trailer	Trailer Rental	8,133.39	6,791.15	1,342.24	-	-	-
Grand Davo Crane	Rigging	18,868.00	18,868.00	-	-	-	-
SME	Monitoring	10,896.12	10,896.12	-	-	-	-
Diamond Concrete Cutting	Saw Cutting	13,581.00	8,961.00	4,620.00	-	-	-
Division 7	Roofing	67,732.73	-	43,041.66	24,691.07	-	-
TOTAL:		1,765,454.92	1,165,061.43	378,832.67	221,560.82	-	-

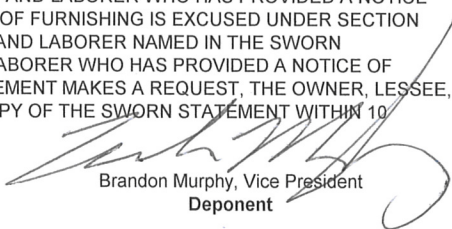
(Some columns are not applicable to all persons listed)

The contractor has not procured material from, or subcontracted with, any person other than those set forth and owes no money for the improvement other than the sums set forth.

I make this statement as the contractor to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under section 109 of the construction lien act, 1980 PA 497, MCL 570.1109.

WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109, TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE, MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR WHO IS NAMED IN THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.


 Brandon Murphy, Vice President
 Deponent

WARNING TO DEPONENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.

Subscribed and sworn to before me on

April 6, 2021

Janet Woodring

Notary Public, Muskegon County, MI (State)
 Acting in Muskegon County
 My Commission Expires: May 14 2025

Janet Woodring
 NOTARY PUBLIC - STATE OF MICHIGAN
 County of Muskegon
 My Commission Expires 5/14/2025
 Acting in the County of Muskegon

(Acknowledgment by Surety)

STATE OF MICHIGAN)
)
COUNTY OF MUSKEGON) ss.:

Party Waiving Lien - Name Republic Services – Ottawa County Farms Landfill
- Address 15550 68th Ave Coopersville, MI 49404

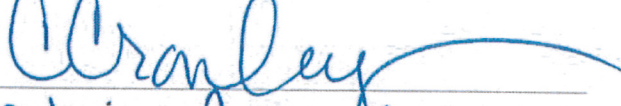
Role (Underline One): CONTRACTOR Supplier Subcontractor
 Laborer Other
Payment Received From - Name Melching Inc

Description of Services Sanitation – Waste Disposal - for Plainwell Paper Project – 180
 Michigan Ave
 Plainwell MI – Parcel 55-030-076-01

Accumulated Payment Amount \$31,534.59

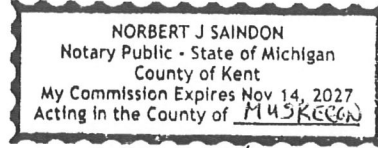
Upon actual receipt of the stated accumulated payment amount as consideration and satisfaction for furnishing material, labor or services in connection with the named premises location the undersigned, being duly authorized by the party waiving the Lien, by signing this Partial Waiver of Lien does waive, surrender and release any and all Lien, claim or right of Lien (asserted or unasserted) to the date of this Partial Waiver of Lien.

The undersigned covenants that any and all documents requested by the OWNER to effectuate this Partial Waiver of Lien shall be executed.

AUTHORIZED PERSON
Signature 
Name (Print or Type) Catie Crowley
Capacity (Print or Type) Scale operator
Date 3-31-21
Email Crowley, Catie (CCrowley@Republicservices.com)

(Acknowledgment by Surety)

STATE OF MICHIGAN)
)
COUNTY OF MUSKEGON) SS.:



Norbert J. Saindon 3/31/21

Party Waiving Lien - Name B & R Mobile Homes Inc
- Address 8510 Algoma Ave Rockford, MI 49341

Role (Underline One):
 CONTRACTOR Supplier Subcontractor
 Laborer Other

Payment Received From - Name Melching Inc

Description of Services *1260.09 ✓* Equipment Rental - for Plainwell Paper Project - 180 Michigan Ave
Plainwell MI - Parcel 55-030-076-01

Accumulated Payment Amount \$ 6,791.15 ✓

Upon actual receipt of the stated accumulated payment amount as consideration and satisfaction for furnishing material, labor or services in connection with the named premises location the undersigned, being duly authorized by the party waiving the Lien, by signing this Partial Waiver of Lien does waive, surrender and release any and all Lien, claim or right of Lien (asserted or unasserted) to the date of this Partial Waiver of Lien.

The undersigned covenants that any and all documents requested by the OWNER to effectuate this Partial Waiver of Lien shall be executed.

AUTHORIZED PERSON

Signature *Steve Brewer*
Name (Print or Type) Steve Brewer
Capacity (Print or Type) Authorized Agent
Date 3-31-21
Email B&R Sales and Leasing <brsalesandleasing@gmail.com>

39424 32321

(Acknowledgment by Surety)

STATE OF MICHIGAN)
) ss.:
COUNTY OF MUSKEGON)

Party Waiving Lien - Name US Ecology
- Address 17440 College Parkway, m #300 Livonia, MI 48152

Role (Underline One): CONTRACTOR Supplier Subcontractor
 Laborer Other

Payment Received From - Name Melching Inc

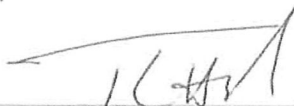
Description of Services Sanitation - Waste Disposal - for Plainwell Paper Project - 180
 Michigan Ave
 Plainwell MI - Parcel 55-030-076-01

Accumulated Payment Amount \$ 61,028.92

Upon actual receipt of the stated accumulated payment amount as consideration and satisfaction for furnishing material, labor or services in connection with the named premises location the undersigned, being duly authorized by the party waiving the Lien, by signing this Partial Waiver of Lien does waive, surrender and release any and all Lien, claim or right of Lien (asserted or unasserted) to the date of this Partial Waiver of Lien.

The undersigned covenants that any and all documents requested by the OWNER to effectuate this Partial Waiver of Lien shall be executed.

AUTHORIZED PERSON

Signature 
Name (Print or Type) THOMAS D WEIL
Capacity (Print or Type) Collection Supervisor
Date 3/31/2021
Email US Ecology (billing@uscology.com)

(Acknowledgment by Surety)

STATE OF MICHIGAN)
) ss.:
COUNTY OF MUSKEGON)

Party Waiving Lien - Name Diamond Concrete Sawing
- Address Dept 4020 PO Box 30516 Lansing MI 48909-8016

Role (Underline One): CONTRACTOR Supplier Subcontractor
 Laborer Other _____

Payment Received From - Name Melching Inc

Description of Services Concrete Cutting - for Plainwell Paper Project – 180 Michigan Ave
Plainwell MI – Parcel 55-030-076-01

Accumulated Payment Amount \$ 8,961.00

Upon actual receipt of the stated accumulated payment amount as consideration and satisfaction for furnishing material, labor or services in connection with the named premises location the undersigned, being duly authorized by the party waiving the Lien, by signing this Partial Waiver of Lien does waive, surrender and release any and all Lien, claim or right of Lien (asserted or unasserted) to the date of this Partial Waiver of Lien.

The undersigned covenants that any and all documents requested by the OWNER to effectuate this Partial Waiver of Lien shall be executed.

AUTHORIZED PERSON



Digitally signed by
Becky S Hernandez
Date: 2021.03.30
14:45:57 -04'00'

Signature

Name (Print or Type)

Becky S Hernandez

Capacity (Print or Type)

Date

3/30/2021

Email

Becky Hernandez <BeckyH@diamondconcretesawing.com>

(Acknowledgment by Surety)

STATE OF MICHIGAN)
)
COUNTY OF MUSKEGON) ss.:

Party Waiving Lien - Name Building Restoration, Inc
- Address 2423 Bayne Road Kalamazoo, MI 49004

Role (Underline One):
 CONTRACTOR Supplier
 Laborer Other Subcontractor

Payment Received From - Name Melching Inc

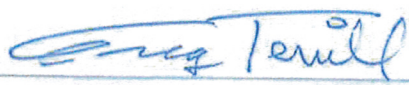
Description of Services Contract Labor - for Plainwell Paper Project - 180 Michigan Ave
Plainwell MI - Parcel 55-030-076-01

Accumulated Payment Amount \$ 200,623.37

Upon actual receipt of the stated accumulated payment amount as consideration and satisfaction for furnishing material, labor or services in connection with the named premises location the undersigned, being duly authorized by the party waiving the Lien, by signing this Partial Waiver of Lien does waive, surrender and release any and all Lien, claim or right of Lien (asserted or unasserted) to the date of this Partial Waiver of Lien.

The undersigned covenants that any and all documents requested by the OWNER to effectuate this Partial Waiver of Lien shall be executed.

AUTHORIZED PERSON

Signature 
Name (Print or Type) GREG TERRILL
Capacity (Print or Type) PRESIDENT
Date 3/25/2021
Email mmaurer@gobri.com

(Acknowledgment by Surety)

STATE OF MICHIGAN)
) ss.:
COUNTY OF MUSKEGON)

Party Waiving Lien - Name DM Contracting LLC
- Address 1995 E Troy Ave Suite A Indianapolis, IN 46203

Role (Underline One):
 CONTRACTOR Supplier Subcontractor
 Laborer Other

Payment Received From - Name Melching Inc

Description of Services Temp Contract Labor - for Plainwell Paper Project - 180 Michigan Ave
Plainwell MI - Parcel 55-030-076-01

Accumulated Payment Amount \$ 195,282.25

Upon actual receipt of the stated accumulated payment amount as consideration and satisfaction for furnishing material, labor or services in connection with the named premises location the undersigned, being duly authorized by the party waiving the Lien, by signing this Partial Waiver of Lien does waive, surrender and release any and all Lien, claim or right of Lien (asserted or unasserted) to the date of this Partial Waiver of Lien.

The undersigned covenants that any and all documents requested by the OWNER to effectuate this Partial Waiver of Lien shall be executed.

AUTHORIZED PERSON

Signature 

Name (Print or Type) Denis Martinez

Capacity (Print or Type) _____

Date 03/25/2021

Email Denis Martinez (Denismart1862@gmail.com)

(Acknowledgment by Surety)

STATE OF MICHIGAN)
) ss.:
COUNTY OF MUSKEGON)

Party Waiving Lien - Name Young Environmental
- Address G-5305 N Dort Hwy Flint MI 48505

Role (Underline One):
 CONTRACTOR Supplier Subcontractor
 Laborer Other

Payment Received From - Name Melching Inc


Description of Services Safety - for Plainwell Paper Project - 180 Michigan Ave
Plainwell MI - Parcel 55-030-076-01

Accumulated Payment Amount \$ 987.50

Upon actual receipt of the stated accumulated payment amount as consideration and satisfaction for furnishing material, labor or services in connection with the named premises location the undersigned, being duly authorized by the party waiving the Lien, by signing this Partial Waiver of Lien does waive, surrender and release any and all Lien, claim or right of Lien (asserted or unasserted) to the date of this Partial Waiver of Lien.

The undersigned covenants that any and all documents requested by the OWNER to effectuate this Partial Waiver of Lien shall be executed.

AUTHORIZED PERSON

Signature 
Name (Print or Type) Kris Thiel
Capacity (Print or Type) VP/GM
Date 3/25/21
Email Darlene Linn (Dlinn@veci.us)

(Acknowledgment by Surety)

STATE OF MICHIGAN)
) ss.:
COUNTY OF MUSKEGON)

Party Waiving Lien - Name Young Environmental
- Address G-5305 N Dort Hwy Flint MI 48505

Role (Underline One):
 CONTRACTOR Supplier **Subcontractor**
 Laborer Other

Payment Received From - Name Melching Inc

Description of Services Environmental for Plainwell Paper Project - 180 Michigan Ave
Plainwell MI - Parcel 55-030-076-01

Accumulated Payment Amount \$ 477,044.48

Upon actual receipt of the stated accumulated payment amount as consideration and satisfaction for furnishing material, labor or services in connection with the named premises location the undersigned, being duly authorized by the party waiving the Lien, by signing this Partial Waiver of Lien does waive, surrender and release any and all Lien, claim or right of Lien (asserted or unasserted) to the date of this Partial Waiver of Lien.

The undersigned covenants that any and all documents requested by the OWNER to effectuate this Partial Waiver of Lien shall be executed.

AUTHORIZED PERSON

Signature *[Handwritten Signature]*
Name (Print or Type) KRISTIN
Capacity (Print or Type) VP/GM
Date 3/25/21
Email Darlene Linn (Dlinn@veci.us)

(Acknowledgment by Surety)

STATE OF MICHIGAN)
) ss.:
COUNTY OF MUSKEGON)

Party Waiving Lien - Name JH Oil
- Address 1995 E Troy Ave Suite A Indianapolis, IN 46203

Role (Underline One):
 CONTRACTOR Supplier Subcontractor
 Laborer Other

Payment Received From - Name Melching Inc

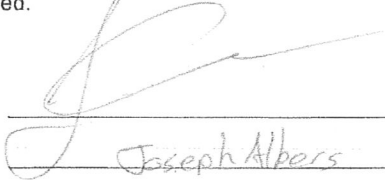
Description of Services Fuel - for Plainwell Paper Project - 180 Michigan Ave
Plainwell MI - Parcel 55-030-076-01

Accumulated Payment Amount \$ 24,896.04

Upon actual receipt of the stated accumulated payment amount as consideration and satisfaction for furnishing material, labor or services in connection with the named premises location the undersigned, being duly authorized by the party waiving the Lien, by signing this Partial Waiver of Lien does waive, surrender and release any and all Lien, claim or right of Lien (asserted or unasserted) to the date of this Partial Waiver of Lien.

The undersigned covenants that any and all documents requested by the OWNER to effectuate this Partial Waiver of Lien shall be executed.

AUTHORIZED PERSON

Signature 
Name (Print or Type) Joseph Albers
Capacity (Print or Type) CFO
Date 3/25/21
Email Julie Smith (jhbap@jhoil.com)

(Acknowledgment by Surety)

STATE OF MICHIGAN)
)
COUNTY OF MUSKEGON) SS.:

Party Waiving Lien - Name High Grade Materials
- Address 3512 Alegan Ave Rockford, MI 49341

Role (Underline One):
 CONTRACTOR Supplier Subcontractor
 Laborer Other

Payment Received From - Name Melching Inc


Description of Services Sand - for Plainwell Paper Project - 180 Michigan Ave
Plainwell MI - Parcel 55-030-076-01

Accumulated Payment Amount \$43,746.32

Upon actual receipt of the stated accumulated payment amount as consideration and satisfaction for furnishing material, labor or services in connection with the named premises location the undersigned, being duly authorized by the party waiving the Lien, by signing this Partial Waiver of Lien does waive, surrender and release any and all Lien, claim or right of Lien (asserted or unasserted) to the date of this Partial Waiver of Lien.

The undersigned covenants that any and all documents requested by the OWNER to effectuate this Partial Waiver of Lien shall be executed.

AUTHORIZED PERSON

Signature 
Name (Print or Type) Chris Shepester
Capacity (Print or Type) Credit Mgr
Date 3/25/2021
Email ar@highgradematerials.com

(Acknowledgment by Surety)

STATE OF MICHIGAN)
) ss.:
COUNTY OF MUSKEGON)

Party Waiving Lien - Name SME
- Address 43980 Plymouth Oaks Blvd Plymouth, MI 48170

Role (Underline One): CONTRACTOR Supplier Subcontractor
 Laborer Other _____

Payment Received From - Name Melching Inc


Description of Services Monitoring for Plainwell Paper Project – 180 Michigan Ave
Plainwell MI – Parcel 55-030-076-01
Project 84971.00

Accumulated Payment Amount \$ 10,896.12

Upon actual receipt of the stated accumulated payment amount as consideration and satisfaction for furnishing material, labor or services in connection with the named premises location the undersigned, being duly authorized by the party waiving the Lien, by signing this Partial Waiver of Lien does waive, surrender and release any and all Lien, claim or right of Lien (asserted or unasserted) to the date of this Partial Waiver of Lien.

The undersigned covenants that any and all documents requested by the OWNER to effectuate this Partial Waiver of Lien shall be executed.

AUTHORIZED PERSON

Signature  Dave Hurlburt
Mar 26 2021 8:10 AM

Name (Print or Type) Dave J. Hurlburt, PE

Capacity (Print or Type) Vice President

Date _____

Email RaeAnn.Stella@sme-usa.com

(Acknowledgment by Surety)

STATE OF MICHIGAN)
) ss.:
COUNTY OF MUSKEGON)

Party Waiving Lien - Name Cloverdale Equipment of West Michigan
- Address 7175 Enterprise Drive, Norton Shores MI 49456

Role (Underline One): CONTRACTOR Supplier Subcontractor
 Laborer Other

Payment Received From - Name Melching Inc

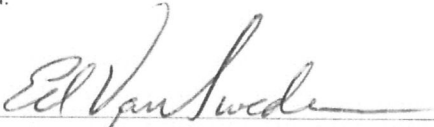
Description of Services Equipment Rental - for Plainwell Paper Project - 180 Michigan Ave
Plainwell MI - Parcel 55-030-076-01

Accumulated Payment Amount \$ 78,167.85

Upon actual receipt of the stated accumulated payment amount as consideration and satisfaction for furnishing material, labor or services in connection with the named premises location the undersigned, being duly authorized by the party waiving the Lien, by signing this Partial Waiver of Lien does waive, surrender and release any and all Lien, claim or right of Lien (asserted or unasserted) to the date of this Partial Waiver of Lien.

The undersigned covenants that any and all documents requested by the OWNER to effectuate this Partial Waiver of Lien shall be executed.

AUTHORIZED PERSON

Signature 
Name (Print or Type) ED VAN SWEDEN
Capacity (Print or Type) VP/OM
Date 3-26-21
Email Wendyc@cloverdale-equip.com



PLAINWELL PAPERMILL

Date	Control	Material	Tons
9/10/2020	899674	SW-Asbestos-Friable	5.33
9/24/2020	903055	SW-Asbestos-Friable	3.37
10/8/2020	906270	SW-Asbestos-Friable	6.56
10/20/2020	908763	SW-Asbestos-Friable	0.78
10/21/2020	909217	SW-CONST DEBRIS	13.59
10/21/2020	909029	SW-CONST DEBRIS	17.48
10/21/2020	909047	SW-CONST DEBRIS	19.91
10/21/2020	909045	SW-CONST DEBRIS	11.93
10/21/2020	909119	SW-CONST DEBRIS	22.89
10/21/2020	909128	SW-CONST DEBRIS	30.23
10/21/2020	909139	SW-CONST DEBRIS	12.47
10/21/2020	909220	SW-CONST DEBRIS	29.04
10/21/2020	909221	SW-CONST DEBRIS	25.04
10/22/2020	909375	SW-CONST DEBRIS	34.13
10/22/2020	909385	SW-CONST DEBRIS	36.08
10/22/2020	909380	SW-CONST DEBRIS	13.92
10/22/2020	909466	SW-CONST DEBRIS	34.9
10/22/2020	909482	SW-CONST DEBRIS	32.47
10/22/2020	909479	SW-CONST DEBRIS	12.74
10/22/2020	909532	SW-CONST DEBRIS	37.27
10/22/2020	909535	SW-CONST DEBRIS	15.22
10/22/2020	909537	SW-CONST DEBRIS	30.95
10/26/2020	910005	SW-CONST DEBRIS	13.28
10/26/2020	909935	SW-CONST DEBRIS	27.67
10/26/2020	909943	SW-CONST DEBRIS	11.82
10/26/2020	909951	SW-CONST DEBRIS	28.31
10/26/2020	909966	SW-CONST DEBRIS	10.94
10/26/2020	910044	SW-CONST DEBRIS	28.19
10/26/2020	910053	SW-CONST DEBRIS	25.03
10/26/2020	910048	SW-CONST DEBRIS	11.75
10/26/2020	910050	SW-CONST DEBRIS	11.26
10/26/2020	910100	SW-CONST DEBRIS	9.83
10/26/2020	910153	SW-CONST DEBRIS	12.02
10/26/2020	910154	SW-CONST DEBRIS	11.39
10/26/2020	910163	SW-CONST DEBRIS	29.29
10/27/2020	910425	SW-CONST DEBRIS	17.42
10/27/2020	910338	SW-CONST DEBRIS	7.98
10/27/2020	910341	SW-CONST DEBRIS	7.03
10/27/2020	910469	SW-CONST DEBRIS	8.26

10/27/2020	910471	SW-CONST DEBRIS	10.67
10/28/2020	910602	SW-CONST DEBRIS	7.54
10/28/2020	910696	SW-CONST DEBRIS	11.58
10/28/2020	910809	SW-CONST DEBRIS	8.17
10/28/2020	910603	SW-CONST DEBRIS	8.92
10/28/2020	910617	SW-CONST DEBRIS	18.09
10/28/2020	910692	SW-CONST DEBRIS	31.59
10/28/2020	910703	SW-CONST DEBRIS	15.22
10/28/2020	910721	SW-CONST DEBRIS	32.8
10/28/2020	910739	SW-CONST DEBRIS	30.15
10/28/2020	910814	SW-CONST DEBRIS	12.27
10/28/2020	910826	SW-CONST DEBRIS	25.71
10/28/2020	910831	SW-CONST DEBRIS	22.81
10/28/2020	910855	SW-CONST DEBRIS	26.37
10/29/2020	910976	SW-Asbestos-Friable	0.55
10/29/2020	910974	SW-CONST DEBRIS	23.91
10/29/2020	910985	SW-CONST DEBRIS	25.21
10/29/2020	910993	SW-CONST DEBRIS	27.03
10/29/2020	911015	SW-CONST DEBRIS	10.05
10/29/2020	911065	SW-CONST DEBRIS	41.54
10/29/2020	911078	SW-CONST DEBRIS	34.42
10/29/2020	911091	SW-CONST DEBRIS	31.63
10/29/2020	911136	SW-CONST DEBRIS	13.6
10/29/2020	911187	SW-CONST DEBRIS	31.87
10/29/2020	911193	SW-CONST DEBRIS	26.99
10/29/2020	911212	SW-CONST DEBRIS	28.91
10/30/2020	911325	SW-CONST DEBRIS	18.13
10/30/2020	911421	SW-CONST DEBRIS	19.19
10/30/2020	911534	SW-CONST DEBRIS	17.91
11/3/2020	912182	SW-Asbestos-Non-Friable	11.05
11/9/2020	913567	SW-CONST DEBRIS	51.09
11/9/2020	913679	SW-CONST DEBRIS	48
11/10/2020	913849	SW-CONST DEBRIS	23.4
11/10/2020	913854	SW-CONST DEBRIS	18.44
11/10/2020	913930	SW-CONST DEBRIS	24.74
11/10/2020	913939	SW-CONST DEBRIS	21.18
11/10/2020	914030	SW-CONST DEBRIS	21.57
11/10/2020	914034	SW-CONST DEBRIS	22.18
11/11/2020	914061	SW-CONST DEBRIS	24.16
11/11/2020	914134	SW-CONST DEBRIS	23.61
11/11/2020	914150	SW-CONST DEBRIS	19.67
11/11/2020	914221	SW-CONST DEBRIS	14
11/11/2020	914232	SW-CONST DEBRIS	12.83
11/18/2020	915646	SW-Asbestos-Non-Friable	7.75
1/5/2021	924755	SW-Asbestos-Non-Friable	9.33
1/7/2021	925243	SW-Asbestos- Friable	4.33
1/12/2021	926216	SW Ash Coal	17.52

1/13/2021	1342019	PCB painted bld. Debris	17.52
1/13/2021	1342023	PCB painted bld. Debris	13.76
1/13/2021	926500	SW paint/rust drum # 59	0.81
1/14/2021	1342114	PCB painted bld. Debris	9.74
1/14/2021	1342095	PCB painted bld. Debris	9.5
1/14/2021	926601	SW Ash Coal	14.28
1/14/2021	926737	SW Ash Coal	0.87
1/15/2021	1342172	PCB painted bld. Debris	6.11
1/15/2021	1342186	PCB painted bld. Debris	5.33
1/15/2021	1342185	PCB painted bld. Debris	16.95
1/26/2021	928908	SW Construction debris	23.27
1/26/2021	928939	SW Construction debris	38.78
1/26/2021	928979	SW Construction debris	25.04
1/26/2021	929011	SW Construction debris	50.05
1/27/2021	929037	SW Construction debris	23.6
1/27/2021	929126	SW Construction debris	24.12
1/27/2021	929144	SW Construction debris	50.91
1/27/2021	929196	SW Construction debris	25.48
1/27/2021	929222	SW Construction debris	49.17
1/27/2021	929264	SW Construction debris	24.67
1/27/2021	929285	SW Construction debris	48.92
1/28/2021	929368	SW Construction debris	24.03
1/28/2021	929370	SW Construction debris	35.57
1/28/2021	929395	SW Construction debris	52.04
1/28/2021	929387	SW Construction debris	48.00
1/28/2021	929438	SW Construction debris	31.75
1/28/2021	929431	SW Construction debris	24.58
1/28/2021	929258	SW Construction debris	51.73
1/28/2021	929460	SW Construction debris	42.10
1/28/2021	929467	SW Construction debris	35.10
1/28/2021	929499	SW Construction debris	34.16
1/28/2021	929546	SW Construction debris	40.82
1/28/2021	929552	SW Construction debris	40.00
1/28/2021	929509	SW Construction debris	23.64
1/28/2021	929501	SW Construction debris	16.30
1/29/2021	929635	SW Construction debris	20.37
1/29/2021	929643	SW Construction debris	28.63
1/29/2021	929658	SW Construction debris	31.73
1/29/2021	929657	SW Construction debris	33.41
1/29/2021	929651	SW Construction debris	32.64
1/29/2021	929717	SW Construction debris	27.46
1/29/2021	929714	SW Construction debris	20.37
1/29/2021	929748	SW Construction debris	13.77
2/8/2021	1343114	PCB painted bld. Debris	17.50
2/11/2021	932145	General Garbage	1.12
2/12/2021	1343384	PCB painted bld. Debris	16.97
2/23/2021	934066	SW C&D	22.84

2/23/2021	934049	SW C&D	18.03
2/23/2021	934053	SW C&D	21.52
2/24/2021	934092	SW C&D	18.15
2/24/2021	934093	SW C&D	23.90
2/24/2021	934086	SW C&D	24.52
2/24/2021	934150	SW C&D	28.45
2/24/2021	934149	SW C&D	23.55
2/24/2021	934159	SW C&D	18.26
2/24/2021	934165	SW C&D	18.77
2/24/2021	934302	SW C&D	28.43
2/24/2021	934292	SW C&D	25.40
2/24/2021	934277	SW C&D	19.01
2/24/2021	934228	SW C&D	31.71
2/24/2021	934236	SW C&D	25.36
2/24/2021	934231	SW C&D	22.54
2/24/2021	934226	SW C&D	35.91
2/24/2021	934206	SW C&D	13.98
2/24/2021	934293	SW C&D	34.44
2/24/2021	934296	SW C&D	33.16
2/24/2021	934182	SW C&D	9.49
2/24/2021	934280	SW C&D	6.53
2/25/2021	934349	SW C&D	18.36
2/25/2021	934423	SW C&D	19.78
2/25/2021	934411	SW C&D	30.20
2/25/2021	934409	SW C&D	38.98
2/25/2021	934426	SW C&D	24.71
2/25/2021	934477	SW C&D	26.57
2/25/2021	934453	SW C&D	40.71
2/25/2021	934499	SW C&D	36.20
2/25/2021	934512	SW C&D	22.53
2/25/2021	934500	SW C&D	17.09
2/25/2021	934527	SW C&D	28.38
2/25/2021	934558	SW C&D	19.73
2/25/2021	934545	SW C&D	21.79
2/25/2021	934564	SW C&D	22.95
2/25/2021	934457	SW C&D	13.56
2/25/2021	934350	SW C&D	27.54
2/25/2021	934352	SW C&D	23.49
2/26/2021	934581	SW C&D	25.87
2/26/2021	934784	SW C&D	16.29
2/26/2021	934797	SW C&D	12.47
2/26/2021	934840	SW C&D	22.55
3/1/2021	934980	SW C&D	11.42
3/1/2021	934962	SW C&D	13.31
3/1/2021	935097	SW C&D	15.27
3/1/2021	935135	SW C&D	16.59
3/1/2021	935167	SW C&D	18.35

3/1/2021	935169	SW C&D	15.78
3/1/2021	935168	SW C&D	20.27
3/1/2021	935054	SW C&D	14.57
3/1/2021	934889	SW C&D	16.92
3/2/2021	935184	SW C&D	14.87
3/2/2021	935189	SW C&D	10.83
3/2/2021	935193	SW C&D	12.54
3/2/2021	935231	SW C&D	14.75
3/2/2021	935268	SW C&D	13.22
3/2/2021	935324	SW C&D	10.59
3/2/2021	935328	SW C&D	12.24
3/2/2021	935376	SW C&D	13.39
3/2/2021	935435	SW C&D	12.43
3/2/2021	935427	SW C&D	18.40
3/2/2021	935440	SW C&D	12.84
3/2/2021	935439	SW C&D	14.29
3/3/2021	935543	SW C&D	17.37
3/3/2021	935541	SW C&D	14.66
3/3/2021	935561	SW C&D	18.51
3/3/2021	935632	SW C&D	24.13
3/3/2021	935674	SW C&D	18.91
3/3/2021	935675	SW C&D	14.94
3/3/2021	935703	SW C&D	22.55
3/3/2021	935732	SW C&D	21.06
3/4/2021	935762	SW C&D	17.41
3/4/2021	935757	SW C&D	19.84
3/4/2021	935764	SW C&D	12.21
3/4/2021	935906	SW C&D	15.93
3/4/2021	935941	SW C&D	19.48
3/4/2021	935973	SW C&D	24.25
3/4/2021	935999	SW C&D	16.75
3/4/2021	936043	SW C&D	21.27
3/4/2021	936034	SW C&D	23.38
3/5/2021	936134	SW C&D	18.79
3/5/2021	936140	SW C&D	24.32
3/5/2021	936206	SW C&D	27.57
3/5/2021	936238	SW C&D	31.18
3/5/2021	936281	SW C&D	27.33
3/5/2021	936323	SW C&D	25.63
3/8/2021	936601	SW C&D	24.37
3/8/2021	936582	SW C&D	24.3
3/8/2021	936516	SW C&D	28.03
3/8/2021	936486	SW C&D	24.62
3/8/2021	936444	SW C&D	24.23
3/8/2021	936654	SW C&D	22.34
3/8/2021	936419	SW C&D	15.92
3/8/2021	936381	SW C&D	28.72

3/10/2021	937076	SW Ash Coal	4.24
3/11/2021	937400	SW C&D	22.43
3/11/2021	937481	SW C&D	22.1
3/11/2021	937466	SW C&D	23.05
3/11/2021	937407	SW C&D	26.4
3/11/2021	937337	SW C&D	18.62
3/12/2021	937614	SW C&D	13.46
3/12/2021	937607	SW C&D	21.55
3/12/2021	937725	SW C&D	21.09
3/12/2021	937679	SW C&D	24.16
3/12/2021	937655	SW C&D	22.16
3/12/2021	937573	SW C&D	22.15
3/12/2021	937506	SW C&D	25.29
3/12/2021	937753	SW C&D	22.9
3/12/2021	937792	SW C&D	20.39
3/12/2021	937705	SW C&D	6.57
3/15/2021	938006	SW C&D	27.48
3/15/2021	938022	SW C&D	15.64
3/15/2021	938113	SW C&D	25.72
3/15/2021	938078	SW C&D	26.81
3/15/2021	938029	SW C&D	22.46
3/15/2021	937940	SW C&D	17.4
3/15/2021	937932	SW C&D	24.43
3/15/2021	937934	SW C&D	20.88
3/15/2021	938043	SW C&D	6.1
3/15/2021	937951	SW C&D	19.09
3/15/2021	937957	SW C&D	2.12
3/15/2021	938068	SW C&D	5.36
3/16/2021	938386	SW C&D	12.92
3/16/2021	938359	SW C&D	25.72
3/16/2021	938156	SW C&D	27.7
3/16/2021	938309	SW C&D	33.89
3/16/2021	938206	SW C&D	25.35
3/16/2021	938273	SW C&D	24.54
3/16/2021	938221	SW C&D	23.96
3/16/2021	938256	SW C&D	15.95
3/17/2021	938517	SW C&D	17.63
3/18/2021	938767	SW C&D	19.52
3/18/2021	938937	SW C&D	20.89
3/18/2021	938868	SW C&D	26.66
3/19/2021	939058	SW C&D	24.91
3/23/2021	939896	SW - ASH - COAL	31.74
3/23/2021	939888	SW - ASH - COAL	22.34
3/23/2021	939824	SW - ASH - COAL	20.08
3/23/2021	939830	SW - ASH - COAL	23.77
3/25/2021	940287	SW C&D	19.94
3/25/2021	940286	SW C&D	27

3/25/2021	940304	SW C&D	25.52
3/25/2021	940308	SW C&D	19.44
3/25/2021	940369	SW C&D	31.33
3/25/2021	940392	SW C&D	25.38
3/25/2021	940406	SW C&D	33.42
3/25/2021	940394	SW C&D	27.63
3/25/2021	940477	SW C&D	13.88
3/25/2021	940468	SW C&D	32.39
3/25/2021	940491	SW C&D	30.41
3/25/2021	940494	SW C&D	22.42
3/26/2021	940512	SW C&D	32.46
3/26/2021	940593	SW C&D	17.96
3/26/2021	940584	SW C&D	37
3/26/2021	940596	SW C&D	36.93
3/26/2021	940671	SW C&D	36.5
3/26/2021	940676	SW C&D	34.37
3/26/2021	940752	SW C&D	37.4
3/26/2021	940755	SW C&D	39.37
3/26/2021	940776	SW C&D	14.26
3/29/2021	941060	SW C&D	23.56
3/29/2021	941004	SW C&D	39.14
3/29/2021	941033	SW C&D	36.03
3/29/2021	940996	SW C&D	16.4
3/29/2021	940917	SW C&D	20.49
3/29/2021	940982	SW C&D	17.93
3/29/2021	940950	SW C&D	24.2
3/29/2021	940910	SW C&D	36.73
3/29/2021	940930	SW C&D	36.99
3/29/2021	940907	SW C&D	15.28
3/29/2021	940848	SW C&D	35.09
3/29/2021	940832	SW C&D	35.92
3/30/2021	941374	SW C&D	15
3/30/2021	941360	SW C&D	27.6
3/30/2021	941361	SW C&D	11.97
3/30/2021	941276	SW C&D	26.56
3/30/2021	941197	SW C&D	36.33
3/30/2021	941144	SW C&D	21.06
3/31/2021	941588	SW C&D	18.74
3/31/2021	941663	SW C&D	12.06
3/31/2021	941645	SW C&D	25.81
3/31/2021	941611	SW C&D	12.1
3/31/2021	941564	SW C&D	31.67
3/31/2021	941507	SW C&D	21.32
3/31/2021	941474	SW C&D	30.99
3/31/2021	941437	SW C&D	18.79
3/31/2021	941397	SW C&D	27.89
4/1/2021	941948	SW C&D	30.54

4/1/2021	941914	SW C&D	34.58
4/1/2021	941901	SW C&D	21.16
4/1/2021	941864	SW C&D	31.71
4/1/2021	941837	SW C&D	31.46
4/1/2021	941808	SW C&D	18.72
4/1/2021	941769	SW C&D	31.4
4/1/2021	941741	SW C&D	32.99
4/1/2021	941718	SW C&D	23.66
4/1/2021	941693	SW C&D	30.48
4/1/2021	941678	SW C&D	15.89
4/1/2021	941954	SW C&D	23.72
4/2/2021	942081	SW C&D	5.73
4/2/2021	942160	SW C&D	16.46
4/2/2021	942164	SW C&D	30.91
4/2/2021	942133	SW C&D	21.32
4/2/2021	942159	SW C&D	34.1
4/2/2021	942079	SW C&D	15.89
4/2/2021	942076	SW C&D	36.66
4/2/2021	942067	SW C&D	27.9
4/2/2021	941978	SW C&D	30.18
4/2/2021	941988	SW C&D	30.71
4/2/2021	942218	SW C&D	17.38
4/5/2021	942569	SW C&D	22.78
4/6/2021	942686	SW C&D	16.1
4/6/2021	942688	SW C&D	21.76
4/6/2021	942735	SW C&D	14.88
4/6/2021	942827	SW C&D	18.33
4/6/2021	942764	SW C&D	22.06
4/7/2021	942953	SW C&D	21.32
4/7/2021	942976	SW C&D	22.97
4/7/2021	943034	SW C&D	20.67
4/7/2021	943106	SW C&D	19.76
4/7/2021	943096	SW C&D	22.51
4/8/2021	943388	SW C&D	14.74
4/8/2021	943170	SW C&D	15.55
4/8/2021	943187	SW C&D	24.93
4/9/2021	943450	SW C&D	20.52
4/9/2021	943697	SW C&D	16.43
4/9/2021	943620	SW C&D	21.89
			8043.72

City of Plainwell



“The Island City”

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

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

To: Erik Wilson, Brian Kelley
From: Robert Nieuwenhuis
Subject: Local/Major Streets Repairs
Date: 4/21/2021

The City DPW is looking for approval of Asphalt purchase per ton for street repairs we plan to complete with our new equipment. The DPW is asking for approval of \$17,000 for local and major streets repairs. I have three quotes on base and top per ton for 2021.

Wyoming Asphalt	Comm. Base per ton \$42.00 Comm. Top per ton \$48.00
Black Gold	Comm. Base per ton \$43.00 Comm. Top per ton \$49.00
Reith Riley	Comm. Base per ton \$42.00 Comm. Top per ton \$48.00-\$48.50

I recommend using Wyoming Asphalt for our street asphalt repairs. They are the closest to the City for less drive time and the ability to keep the mix warmer.

DPW Superintendent
Robert Nieuwenhuis

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To: Erik Wilson, Brian Kelley
From: Robert Nieuwenhuis
Subject: Equipment
Date: 4/21/2021

The DPW is looking to sell three items listed below. The chop saw and leaf blower do not run. The cost to fix these old pieces of equipment isn't worth the cost. The John Deere zero turn needs replacement. I have asked for a trade in value on the John Deere mower. The two non-running pieces of equipment we have offers from staff that will use these for parts and pieces.

Chop saw - \$50.00
Leaf Blower - \$20.00
John Deere – Trade in (Steensma) \$1750.00

I recommend we take the John Deere mower to auction. The reason for the lower price on trade in to Steensma is they know the machines history. We can take the other items to auction also but they do not run. Chop saw will start sometimes and run for a few minutes then quit and won't restart. The leaf blower will not start at all. I am looking for recommendation on how we should sell these items.

DPW Superintendent
Robert Nieuwenhuis

www.plainwell.org.

The City of Plainwell is an equal opportunity provider, and employer







City of Plainwell



“The Island City”

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

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

To: Erik Wilson, Brian Kelley
From: Robert Nieuwenhuis
Subject: Equipment
Date: 4/22/2021

The City DPW is looking for approval of a new zero turn mower. We need to replace the 2009 John Deere Z997 zero turn mower. This mower has 3125 hours on it and has been bandaged together for the last few years and needs major surgery soon. The trade in value of \$1750 expresses the state we are in. The current value for most pieces of equipment similar to this would be between \$3000 and \$4000. The controlling arms are hydraulic and the pumps for these arms are adjusted to the max. These arms are very costly to replace. The DPW needs more than one mower to complete the weekly mowing. I have collected three quotes from different brand zero turns. One new problem of availability has now become another issue. I have had businesses not quote do to the length of time it would take to get a mower. The quotes I have received have the time frames in which we can get the mowers included. Listed below are the different brands with the cost and availability. The quotes are for 72 inch cut zero turns with side shoot shut off add on.

Grasshopper 335 -	\$10,220 one in stock (Starr lawn and Garden)
Grasshopper 337 -	\$10,995 2 weeks out (Starr lawn and garden)
Bad Boy Rogue -	\$10,199 4-6 weeks Ausra)
Bad Boy Rebel-	\$8,099 4-6 weeks (Ausra)
Exmark X series-	\$11,999 one in stock (Steensma)

I believe any of these mowers would be capable of completing the jobs we need them to for the City. The time frame on waiting to get the machine is the problem we have. The grass doesn't stop growing, or wait for the machine to be delivered. So, with that being said I believe its in the Cities best interest to get one of the Grasshopper units.

DPW Superintendent
Robert Nieuwenhuis

www.plainwell.org.

The City of Plainwell is an equal opportunity provider, and employer



AUSRA EQUIPMENT & SUPPLY CO., INC.
 1087 142nd Avenue
 Wayland, MI 49348
 (616) 877-5155

**SALES
 QUOTATION**

Prices subject to change without notice.

Name of Customer City of Plainwell
 Address 126 Fairlane St. Phone 269-685-9363
 City Plainwell State Mi Zip 49080 County Allegan

Date 4-20-21

Sales Ticket No.

Qty.	Kind	Code	Machines and Attachments (Serial Numbers)						
1			Bad Boy Rebel 61" deck					\$7,499 ⁰⁰	
			27hp. Kawasaki in stock						
1			Bad Boy Rogue 61" deck						
			37hp. Vanguard in stock					\$9,899 ⁰⁰	
1			Bad Boy Rogue 72" deck						
			37hp. Vanguard 4-6 weeks out					\$10,199 ⁰⁰	
1			Bad Boy Rebel 72" deck						
			36hp. Vanguard 4-6 weeks out					\$8,099 ⁰⁰	
			Prices include delivery						

Sub-Total

Trade Description	Trade No.	Trade Allowance	"As Is" Appraisal or Book Value	Over-Allowance				
								Freight
								Handling
								Total Retail Price
								Less Trade Allowance
								Total Cash and/or Note

FIRM NAME _____

SALESMAN Rob Trowbridge

STEENSMA

LAWN & POWER EQUIPMENT

"We can help!"

7561 Stadium Drive
Kalamazoo, MI 49009
Phone (269) 375-6476
Fax (269) 375-8193

361 12th Street
Plainwell, MI 49080
Phone (269) 685-9557
Fax (269) 685-9712

www.steensmalawn.com

Date: 4/21/2021

Invoice #

QUOTATION

INVOICE

Name	City of Plainwell
Address	126 Fairlane St
City	Plainwell MI 49080
Phone	

TERMS:

SALESMAN Tom Myland	F.O.B	SHIP VIA	FOLLOW UP DATE
------------------------	-------	----------	----------------

QUANTITY	DESCRIPTION	AMOUNT
1	Exmark LZX921GKA72600 Exmark X Series Zero Turn with Kawasaki 31 HP Engine 72" Side Discharge Mower List Price \$16,649.00	\$11,999.00
1	Exmark 116-8431 OCD Control for discharge List Price \$454.00	\$363.00
1	Jrco Mount 39NG	\$149.00
	Trade In :	
1	2009 John Deere Z997 w/ 72" mower 3125 hrs	-\$1,750.00
	Sub Total	\$10,761.00
	Sales Tax	
	TOTAL	\$10,761.00

Above prices good for _____ days.

Signature: _____

Grasshopper QuikQuote

#75225N00322



Quoted by

Starr Lawn & Garden Inc

3929 South Division

Wayland, MI 49348

P: (269) 792-4123

Ryan Reurink

Sales Manager

E: rreurink.starrlawn@gmail.com

P: (269)792-4123

Quoted for

City Of Plainwell

126 Fairlane St

Plainwell, MI 49080

E: rnieuwenhuis@plainwell.org

P: 2692077320



Model 337G5EFI with 72" deck

Quoted: Apr 20, 2021

Power Unit & Deck

List Bid

Model 337G5EFI with 72" deck (534230)

\$13,895.00 \$10,679.87

993cc Vanguard EFI Engine; Hydro-Gear ZT-5400 Hydrostatic Transmission; heavy-duty extra-deep 72" cutting deck; sliding seat with foldable armrests and shock-absorbing footrest

List Total: \$14,305.00

– Approx. Discount: 23.14%

Bid Price: \$10,995.00

Grand Total: \$10,995.00

Wholegoods

List Bid

534397 – DuraFlex™ Suspension Fork Kit (in lieu)

\$150.00 \$115.29

504210 – Side Discharge Control Kit

\$260.00 \$199.84

Stipulation(s):

✓ Quote Expires in 30 days

✓ Additional Stipulations:

This unit come standard with

Grammar Suspension Air Ride Seat.

Grasshopper QuikQuote

#75225N00321



Quoted by

Starr Lawn & Garden Inc

3929 South Division

Wayland, MI 49348

P: (269) 792-4123

Ryan Reurink

Sales Manager

E: rreurink.starrlawn@gmail.com

P: (269)792-4123

Quoted for

City Of Plainwell

126 Fairlane St

Plainwell, MI 49080

E: rnieuwenhuis@plainwell.org

P: 2692077320



Model 335 with 72" deck

Quoted: Apr 20, 2021

Power Unit & Deck

List Bid

Model 335 with 72" deck (534184)	\$13,125.00	\$9,910.42
993cc Big Block Engine; "no-gears" hydraulic pump-and-wheel-motor transmission; heavy-duty extra-deep 72" cutting deck; luxury seat and shock-absorbing footrest		

List Total: \$13,535.00

– Approx. Discount: 24.49%

Bid Price: \$10,220.00

Grand Total: \$10,220.00

Wholegoods

List Bid

534396 – DuraFlex™ Suspension Fork Kit (in lieu)	\$150.00	\$113.26
504210 – Side Discharge Control Kit	\$260.00	\$196.32

Stipulation(s):

✓ Quote Expires in 30 days

ACT 425 CONDITIONAL LAND TRANSFER AGREEMENT

City of Plainwell/Gun Plain Charter Township

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For the Township:

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

For the City

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

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

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

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

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

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

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

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

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

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

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

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

In the Presence of:

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

By: _____
Brad Keeler, Mayor

By: _____
Brian Kelley, City Clerk

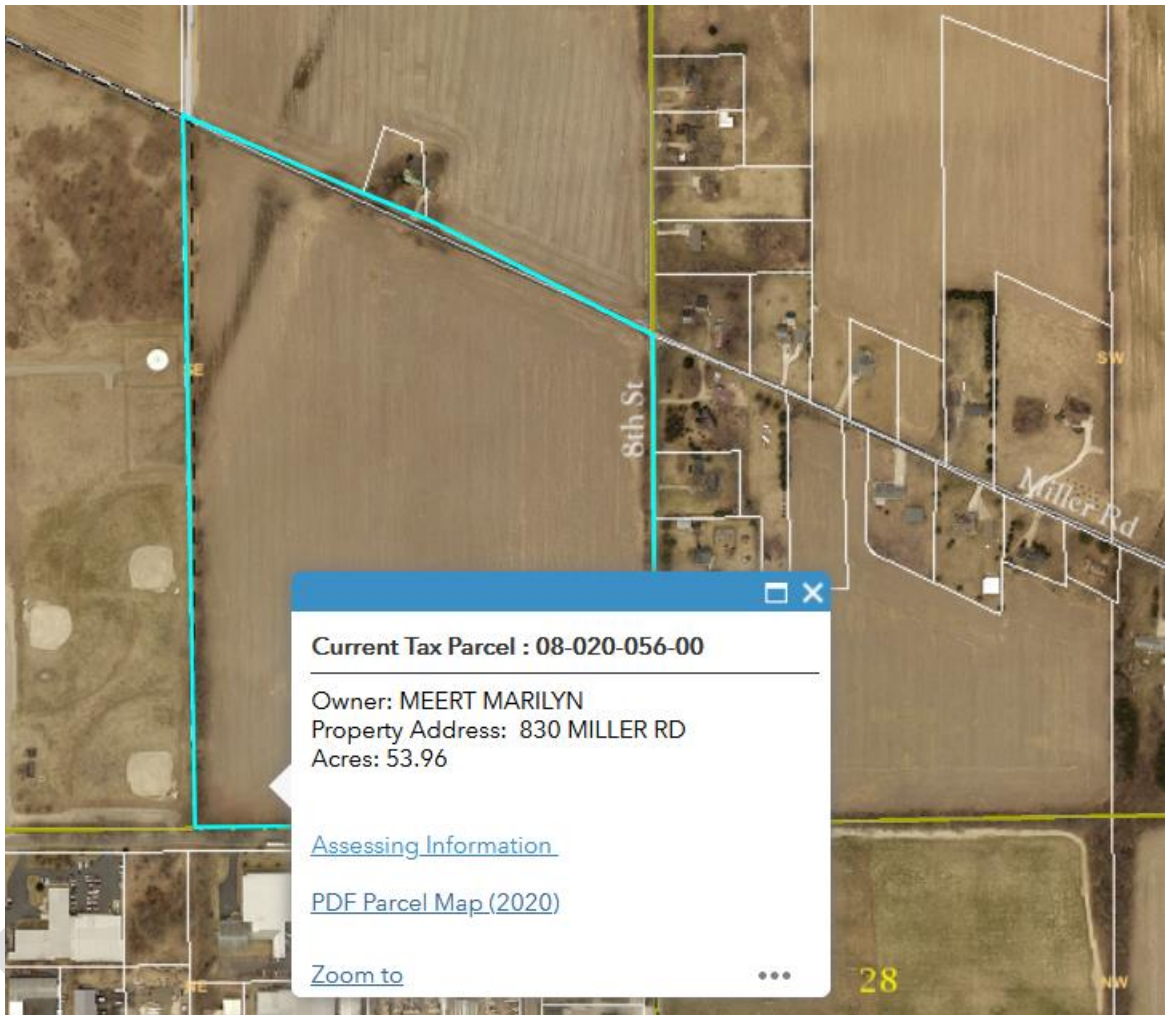
In the Presence of:

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

By: _____
Mike VanDenBerg, Supervisor

By: _____
Martha Meert, Clerk

EXHIBIT A



Cell Site No.: GRANMI5538
Cell Site Name: Cus – Plainwell
Fixed Asset No.: 10144444
Market: MI / IN
Address: 518 Thomas Street, Plainwell, MI 49080

FIRST AMENDMENT TO ELEVATED WATER STORAGE TANK SPACE LEASE

THIS FIRST AMENDMENT TO ELEVATED WATER STORAGE TANK SPACE LEASE (“**First Amendment**” or “**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is by and between the City of Plainwell, an Incorporated city, having a mailing address of 141 North Main Street, Plainwell, MI 49080 (hereinafter referred to as “**Lessor**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to Michiana Metronet, Inc., c/o Centennial Cellular Operating Company, LLC, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as “**Lessee**”).

WHEREAS, Lessor and Lessee (or its respective predecessor-in-interest) entered into an Elevated Water Storage Tank Space Lease dated July 29, 2003 (hereinafter, the “**Lease**”), whereby Lessor leased to Lessee certain leased premises (“**Leased Premises**”), therein described, that are a portion of the property (“**Property**”) located at 518 Thomas Street, Plainwell, MI; and

WHEREAS, the term of the Lease will expire on July 31, 2028, and the parties mutually desire to renew the Lease, memorialize such renewal period and modify the Lease in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Lessor and Lessee desire to amend the Lease to extend the term of the Lease; and

WHEREAS, Lessor and Lessee desire to amend the Lease to adjust the rent (as defined below) in conjunction with the modifications to the Lease contained herein; and

WHEREAS, Lessor and Lessee desire to amend the Lease to modify the notice section thereof; and

WHEREAS, Lessor and Lessee desire to amend the Lease to clarify scope of Lessee's permitted use of the Leased Premises; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Lease as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Extension of Term.** The term of the Lease shall be amended to provide that the current term, which commenced on August 1, 2018, shall expire on July 31, 2023 (“**Current Term**”), and commencing on August 1, 2023, will be automatically renewed, upon the same terms and conditions of the Lease, as amended herein, for up to five (5) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an “**Additional Renewal Term**” and each such Additional Renewal Term shall be considered a Renewal Term under the Lease), without further action by Lessee unless Lessee notifies Lessor in writing of Lessee’s intention not to renew the Lease at least sixty (60) days prior to the expiration of the Current Term or the then current Additional Renewal Term. The Current Term and the Additional Renewal Terms are collectively referred to as the Term (“**Term**”).

2. **Termination.** In addition to any rights that may exist in the Lease, Lessee may terminate the Lease at any time with thirty (30) days prior written notice to Lessor for any or no reason.

3. **Rent.** Commencing on August 1, 2021, the current rent payable under the Lease shall be One Thousand and No/100 Dollars (\$1,000.00) per month (the “**Rent**”), and shall continue during the Term, subject to adjustment as provided herein. Section 2 of the Lease shall be amended to provide that Rent shall be adjusted as follows: commencing on August 1, 2023, and each Additional Renewal Term exercised thereafter, the monthly Rent will increase by ten percent (10%) over the Rent paid during the previous Term. In the event of any overpayment of Rent

Cell Site No.: GRANMI5538
Cell Site Name: Cus – Plainwell
Fixed Asset No.: 10144444
Market: MI / IN
Address: 518 Thomas Street, Plainwell, MI 49080

prior to or after the Effective Date, Lessee shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. .

4. Expansion of Permitted Use. Lessee, its personnel, invitees, contractors, agents, sublessees, or its authorized sublessees, or assigns may use the Leased Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon (collectively, "**Communications Facility**"), or relocate the same within the Leased Premises at any time during the term of the Lease for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services, or for any other reason. Lessor shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Lessor does not comply with the terms of this section, in addition to any other rights it may have at law, Lessee may terminate the Lease and shall have no further liability to Lessor. If Lessor does not comply with the terms of this section, Lessee will have the right to exercise any and all rights available to it under law and equity, including the right to cure Lessor's default and to deduct the costs of such cure from any monies due to Lessor from Lessee.

5. Sale of Property.

(a) Lessor shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Lessor, at any time during the Term of the Lease, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Leased Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Lessee, Lessor shall promptly notify Lessee in writing, and such rezoning, sale, subdivision or transfer shall be subject to the Lease and Lessee's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Lessor or its successor shall send the documents listed below in this subsection (b) to Lessee. Until Lessee receives all such documents, Lessee shall not be responsible for any failure to make payments under the Lease and reserves the right to hold payments due under the Lease.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Lessor including phone number(s)

(c) Lessor agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Lessee's permitted use or communications equipment as determined by radio propagation tests performed by Lessee in its sole discretion. Lessor or Lessor's prospective purchaser shall reimburse Lessee for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Lessee, Lessor shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Lessor under the Lease, including interference and access obligations.

6. 24/7 Access. Lessor hereby grants to Lessee, its authorized sublessees, and to any public or private utility serving Lessee's Communications Facility or related equipment, access to the Leased Premises and to and over the Property twenty-four hours per day, seven days per week (24/7), including but not limited to, access from an accessible, open and maintained public road to the Leased Premises, for the installation, maintenance, repair,

Cell Site No.: GRANMI5538
Cell Site Name: Cus – Plainwell
Fixed Asset No.: 10144444
Market: MI / IN
Address: 518 Thomas Street, Plainwell, MI 49080

modification, alteration, or refurbishment of the Communications Facility or any equipment related to such Communications Facility as such access is deemed necessary by Lessee, in its sole discretion, without the requirement of notice by Lessee to Lessor. In the event that any public or private utility serving Lessee's Communications Facility is unable to use the access provided to Lessee, the Lessor hereby agrees to grant additional access to Lessee or to such public or private utility, for the benefit of Lessee, at no cost to Lessee and pursuant to the same terms and conditions as noted above. The terms and conditions regarding access in the Lease remain in full force and effect, except as modified by this paragraph.

7. Relocation.

(a) If Lessor determines it necessary to relocate the Communication Facility, Lessor will have the right, subject to the following provisions of this Section, but only exercisable one time during the Term, and only after providing Lessee with not less than twelve (12) months' prior written notice, to relocate the Communication Facility, or any part thereof, to an alternate location (the "**Relocation Premises**"); provided, however, that: (i) all reasonable costs and expenses associated with or arising out of such relocation (including costs associated with any required Governmental Approvals and/or costs for Tests of the Relocation Premises) shall be paid by Lessee (ii) such relocation will be performed exclusively by Lessee or its agents; (iii) such relocation will not unreasonably result in any interruption of the communications service of Lessee; (iv) use of temporary equipment such as a trailer-mounted cell site on wheels, will be at Lessee's cost and expense; and (v) such relocation will not impair, or in any manner alter, the quality of communications service provided by Lessee. Lessor will exercise its relocation right by delivering written notice, pursuant to the terms of this Agreement, to Lessee. In the notice, Lessor will identify the proposed Relocation Premises to which Lessee may relocate the Communication Facility. Lessor and Lessee hereby agree that a survey (prepared at the sole cost and expense of Lessee of the Relocation Premises (including the access and utility easements) will supplement **Exhibit 1** hereto and become a part hereof, and the Relocation Premises shall be considered the Premises for all purposes hereunder.

(b) If in Lessee's reasonable judgment no suitable Relocation Premises can be found, Lessor may not exercise its relocation right described in this Section and Lessor may not relocate or cause the relocation of the Communication Facility; provided, however, that if Lessor is exercising its relocation right described in this Section in order for Lessor to comply with then-current applicable governmental laws, rules, statutes and regulations, or in the event of site abandonment, decommissioning, or scheduled demolition either Lessee or Lessor shall have the right to terminate this Agreement upon 360 day written notice to the other, without penalty or further obligation.

8. Charges. All charges payable under the Lease such as utilities and taxes shall be billed by Lessor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Lessor, and shall not be payable by Lessee. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Lessor. The provisions of this subparagraph shall survive the termination or expiration of the Lease.

9. Acknowledgement. Lessor acknowledges that: 1) this First Amendment is entered into of the Lessor's free will and volition; 2) Lessor has read and understands this First Amendment and the underlying Lease and, prior to execution of this First Amendment, was free to consult with counsel of its choosing regarding Lessor's decision to enter into this First Amendment and to have counsel review the terms and conditions of this First Amendment; 3) Lessor has been advised and is informed that should Lessor not enter into this First Amendment, the underlying Lease between Lessor and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

10. Notices. Section 28 of the Lease is hereby deleted in its entirety and replaced with the following:

Cell Site No.: GRANMI5538
Cell Site Name: Cus – Plainwell
Fixed Asset No.: 10144444
Market: MI / IN
Address: 518 Thomas Street, Plainwell, MI 49080

“(a) **NOTICES.** All notices, requests, and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Lessee:

New Cingular Wireless PCS, LLC
Attn.: TAG-LA
Re: Cell Site #: GRANMI5538
Cell Site Name: Cus - Plainwell (MI);
Fixed Asset No.: 10144444
1025 Lenox Park Blvd. NE
3rd Floor
Atlanta, GA 30319

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: GRANMI5538
Cell Site Name: Cus - Plainwell (MI);
Fixed Asset No: 10144444
208 S. Akard Street
Dallas, Texas 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to Lessor:

City of Plainwell
141 North Main Street
Plainwell, MI 49080

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Lessor will send the below documents to Lessee. In the event Lessee does not receive such appropriate documents, Lessee shall not be responsible for any failure to pay the current Lessor

- (i) New deed to Property
- (ii) New W-9
- (iii) New Payment Direction Form
- (iv) Full contact information for new Lessor including all phone numbers

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.”

11. **Inspections and Safety.** Lessee acknowledges that the Leased Premises is a non-operational water tower that Lessor no longer maintains to the same standards required of an operational water tower. Lessor may from time to time perform inspections of the Leased Premises to review the safety conditions, including but not limited to the stability of the structure, and any other conditions that the inspection may reveal are a threat to the public safety, health or welfare. If an inspection reveals safety concerns that must be addressed prior to permitting access to the structure, Lessee agrees to hold Lessor harmless for the periods in which access to the Leased Premises is not permitted. Such access shall not be unreasonably withheld and shall be limited to those areas of access posing a safety risk. Lessor

Cell Site No.: GRANMI5538
Cell Site Name: Cus – Plainwell
Fixed Asset No.: 10144444
Market: MI / IN
Address: 518 Thomas Street, Plainwell, MI 49080

shall diligently pursue repairs and take measures to ensure safe access but will not be required to make all repairs if Lessor finds, in its sole discretion, that abandonment and demolition of the Leased Premises are required, in which case Lessor may terminate this Agreement with less than the required 360 notice.

12. Other Terms and Conditions Remain. In the event of any inconsistencies between the Lease and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment.

13. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No.: GRANMI5538
Cell Site Name: Cus – Plainwell
Fixed Asset No.: 10144444
Market: MI / IN
Address: 518 Thomas Street, Plainwell, MI 49080

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this First Amendment on the dates set forth below.

LESSOR:
City of Plainwell,
an Incorporated city

LESSEE:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]



PLAINWELL PUBLIC SAFETY

Police, Fire and Medical First Responder Services

MONTHLY REPORT

March 2021

Prepared by Director Bill G. Bomar

Handwritten initials "RB" in blue ink.

Plainwell Department of Public Safety

Scheduled Hours By Activity for March 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 Hours
815

Percentage of Total Hours

TOTAL ROAD PATROL HOURS SCHEDULED FOR THE MONTH

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

Totals of all the below mentioned areas.

HOURS SPENT INVESTIGATING OR HANDLING CRIMINAL COMPLAINTS

90 10.99%

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

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

HOURS SPENT INVESTIGATING OR HANDLING NON-CRIMINAL COMPLAINTS

161 19.81%

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

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

HOURS SPENT ON SUPPORT OR PERIPHERAL ACTIVITIES

318 39.01%

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

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

TOTAL UNOBLIGATED PATROL HOURS

246 30.19%

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

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

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

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

569 69.81%

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.

Plainwell Department of Public Safety

Complaints/Activities for March 2021

ARRESTS

CUSTODIAL ARRESTS	11	<i>An individual taken into custody for a criminal offense and jailed for that offense.</i>
ARREST COUNTS	27	<i>Criminal complaints or cases cleared by the custodial arrest or issuance of a warrant(s).</i>

TRAFFIC ENFORCEMENT & CITATIONS

HAZARDOUS CITATIONS	2	<i>Uniform Law Citations issued by officers to individuals for moving traffic violations. (Drag racing, Speeding, etc.)</i>
NON-HAZARDOUS CITATIONS	14	<i>Uniform Law Citations issued by officers to individuals for NON-moving traffic violations. (Registration, Equipment, Etc.)</i>
DRUNK DRIVING CITATIONS	0	<i>This is an activity that we specifically monitor that would normally be considered a hazardous citation.</i>
PARKING CITATIONS	2	<i>Citations issued in violation of city ordinance. This would include Overnight Parking, Time Limitation Parking, etc.</i>
VERBAL WARNINGS	4	<i>Traffic enforcement where no citation was issued but warnings were given.</i>
TOTAL TRAFFIC CITATIONS/WARNINGS	22	

COMPLAINTS

ORIGINAL DISPATCH COMPLAINTS	211	<i>Complaints that are call in or the officer is dispatched to by Allegan County Central Dispatch (911) or our business office.</i>
PATROL INITIATED COMPLAINTS	12	<i>Complaints observed by the officer while on patrol or came to their attention by personal observation.</i>
TOTAL COMPLAINTS	223	

OTHER ACTIVITIES

MOTORISTS ASSISTS	2	<i>Motorist contacts caused by mechanical breakdown or similar problem.</i>
PROPERTY INSPECTIONS	0	<i>Checks of homes or business specifically requested by a home or business owner.</i>
MOTOR VEHICLE ACCIDENTS	2	<i>Total motor vehicle accidents both on public roads or private property.</i>
COMMERCIAL BUILDING SECURITY CHECK	1,679	<i>Nightly security inspections of business' conducted by officers to assure windows and doors are locked.</i>
FOUND UNSECURED	5	<i>The number of business' found unlocked or unsecured.</i>

Classification of Crimes Reported

File Class	CRIMES AGAINST PERSON	March	Year to Date
900	Murder and Non-Negligent Manslaughter	0	0
1000	Kidnapping	0	0
1100	Sexual Assault	0	0
1200	Robbery	0	0
1300	Aggravated & Non-Aggravated Assault	9	14
PROPERTY CRIMES			
2000	Arson	0	1
2100	Extortion	0	0
2200	Burglary	3	4
2300	Larceny	4	10
2400	Motor Vehicle Theft	3	3
2500	Forgery/Counterfeiting	0	0
2600	Fraudulent Activities	0	4
2700	Embezzlement	0	1
2800	Stolen Property - Buying, receiving	0	1
2900	Damage to Property	0	2
3500	Violation of Controlled Substances Act	2	2
MORALS/DECENCY CRIMES			
3600	Sex Offenses (Other than Sexual Assault)	0	0
3700	Obscenity	0	0
3800	Family Offenses	0	0
4100	Liquor Violations	2	2
PUBLIC ORDER CRIMES			
4800	Obstructing Police - Offenses Which Interfere with Investigations	0	1
4900	Escape/Flight - Fleeing and Eluding a Officer's Custody	1	1
5000	Obstructing Justice	1	2
5200	Weapons Offenses	0	0
5300	Public Peace	11	16
5400	Traffic Investigations - Any Criminal Traffic Complaints	5	12
5500	Health and Safety	8	11
5600	Civil Rights	0	0
5700	Invasion of Privacy	4	6
6200	Conservation Law Violation	0	0
7300	Miscellaneous Criminal Offense	0	0
GENERAL NON-CRIMINAL			
9100	Juvenile/Minor/School Complaints	0	0
9200	Civil Custody	0	0
9300	Traffic Non-Criminal (Reports Only - Does not include Citations Issued)	7	28
9400	False Alarm Activation	2	4
9500	Fires (Other than Arson)	2	10
9700	Accidents, All Other	0	0
9800	Inspections, Unfounded FIRS	33	96
9900	General Assistance (All Except Other Police Agencies)	50	158
9911 & 9912	General Assistance (Other Police Agencies)	48	131
FIRS	Medical First Responder	27	72



March Reports for Plainwell Department of Public Safety

PRIORITY 1 ASSISTS OUTSIDE OF JURISDICTION

The Plainwell Department of Public Safety was dispatched to 47 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
3/5/21	1930	1932	691 W. Bridge Street	Alarm	Investigate, reset alarm	Patrol	1	0
3/19/21	0936	0940	1265 12 th Street	Structure	Extinguish, manpower	E-17, S-62	2	2
3/22/21	1759	1804	345 E. Franklin	Cover OFD, medical	Medical	E-17, S-62	1	2
3/24/21	1443		241 Deer Run	Structure	Cancelled enroute	E-17	4	2
3/26/21	0433	0438	211 W. Grant Street	Structure	Extinguish	E-17, E-11	5	5
3/29/21	1614	1625	125 S. Farmer Street	Assist Otsego	Cover station	E-17	0	3
3/30/21	0754	0802	M89/131	Accident	Cancelled enroute	Patrol	1	0

Calls for Service at Plainwell Schools

Plainwell High School: 6
684 Starr Road

Gilkey School: 1
707 S. Woodhams Street

Plainwell Middle School: 11
720 Brigham Street

Starr Elementary: 2
601 school Drive

Early Childhood Development: 0
307 E. Plainwell Street

Renaissance School: 0
422 Acorn Street

Admin, Maintenance & Bus Garage: 0
600 School Drive

Community Center: 1
798 E. Bridge Street

04/22/2021

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL
EXP CHECK RUN DATES 04/26/2021 - 04/26/2021
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: UBAP

Vendor Code	Vendor Name	Description	Amount
000010	RIDDERMAN & SONS OIL CO INC		
	140765	DPW DIESEL FUEL 04/06/2021	737.67
	140766	DPW GAS 04/06/2021	276.36
	140769	DPW GAS 04/07/2021	545.90
TOTAL FOR: RIDDERMAN & SONS OIL CO INC			1,559.93
000034	VERIZON		
	9877301962	UTILITY MACHINE CELL SERVICE 03/11/21 -4/10/21	46.08
TOTAL FOR: VERIZON			46.08
000035	APPLIED IMAGING		
	1720793	CITY HALL COPIER, BASE & USAGE TO 04/12/2021	392.27
	1723470	DPW/WR COPIER CHARGES TO 04/15/21	282.04
TOTAL FOR: APPLIED IMAGING			674.31
000077	MCMASTER-CARR SUPPLY		
	56075967	REPLACED FLOAT IN SEC. PUMP ROOMS	204.71
TOTAL FOR: MCMASTER-CARR SUPPLY			204.71
000153	FLEIS & VANDENBRINK INC		
	57991	SURVEY & PRELIMINARY WORK - BRIDGE IMPROVEMENT	4,500.00
	58450	SERVICES THROUGH 03/27/21 - INDUSTRIAL DISCHARGE	310.00
TOTAL FOR: FLEIS & VANDENBRINK INC			4,810.00
000155	BRAVE INDUSTRIAL FASTENER		
	153661	WELDING - OXYGEN & ACETYLENE	175.53
	153666	WELDING GLOVE	18.24
TOTAL FOR: BRAVE INDUSTRIAL FASTENER			193.77
000164	ETNA SUPPLY CO INC		
	S103973169.001	WATER METERS & PARTS	2,502.40
TOTAL FOR: ETNA SUPPLY CO INC			2,502.40
000348	KALAMAZOO LANDSCAPE		
	IN0195233	COSGROVE YARD RESTORE	66.00
	IN0197821	SOIL - HICKS PARK SIDEWALK & FLAG POLE RESTORE	40.88
TOTAL FOR: KALAMAZOO LANDSCAPE SUPPLIES			106.88
000356	LOCK MASTER SECURITY LLC		
	10559	KENYON PARK - RESTROOM LOCK SYSTEM	1,880.00
TOTAL FOR: LOCK MASTER SECURITY LLC			1,880.00
000624	AIS CONSTRUCTION-JOHNDEERE POWERPLN		
	G89749	#61 LOADER REPAIR - SWITCH & WIRING HARNESS	562.42

TOTAL FOR: AIS CONSTRUCTION-JOHNDERE POWERPLN			562.42
000714	WEBB CHEMICAL SERVICE CORP		
	520826	FERRIC CHLORIDE - WR TREATMENT	4,779.96
TOTAL FOR: WEBB CHEMICAL SERVICE CORP			4,779.96
001645	ALEXANDER CHEMICAL CORPORATION		
	38020	CHLORINE (4) & SULFUR (4)	1,083.50
	38021	DPW - CHLORINE FOR WELL#4	131.63
TOTAL FOR: ALEXANDER CHEMICAL CORPORATION			1,215.13
001915	BRIDGE STREET GALLERY		
	2021.04REFUND	CITY MAP- BUSINESS W/ NO LOGOS PAID FOR BY DDA BF	25.00
TOTAL FOR: BRIDGE STREET GALLERY			25.00
002219	CLARK TECHNICAL SERVICES		
	109	JANUARY 2021 SUPPORT	1,070.00
	110	FEBRUARY 2021 SUPPORT	1,130.00
	111.	MARCH 2021 SUPPORT	1,250.00
	112	SAW GRANT - FIRST INVOICE (PROJECT INCOMPLETE)	2,450.00
TOTAL FOR: CLARK TECHNICAL SERVICES			5,900.00
002371	RENEWED EARTH INC		
	29079	YARD BLEND - 15 YDS TO RESTORE STUMPS, ETC.	330.00
	29140	YARD WASTE CONTRACT - APRIL 2021	1,250.00
TOTAL FOR: RENEWED EARTH INC			1,580.00
002402	STEENSMA LAWN & POWER EQUIPMENT		
	800267	OIL, FILTERS, GREASE FOR AIRPORT MOWERS & TRACTO	290.11
	808096	#60 - OIL	31.98
TOTAL FOR: STEENSMA LAWN & POWER EQUIPMENT			322.09
002404	GREENMARK EQUIPMENT		
	P67950	#60 LOADER - RUBBER EDGE	675.00
TOTAL FOR: GREENMARK EQUIPMENT			675.00
002423	ANALYTICAL TESTING & CONSULT, INC		
	5879-21	BULK SAMPLES RECEIVED BY MELCHING FOR ANALYSIS 0	40.00
	5884-21	BULK SAMPLES RECEIVED BY MELCHING FOR ANALYSIS 0	40.00
TOTAL FOR: ANALYTICAL TESTING & CONSULT, INC			80.00
002562	CITY OF ALLEGAN		
	000009339	WATER TESTING JANUARY - MARCH 2021	414.00
TOTAL FOR: CITY OF ALLEGAN			414.00
002650	FUEL MANAGEMENT SYSTEM/PACIFIC PRID		
	122490	DPS FUEL 04/01/2021 - 04/15/2021	548.06
TOTAL FOR: FUEL MANAGEMENT SYSTEM/PACIFIC PRID			548.06
002813	GORDON WATER SYSTEMS		
	1965425	COOLER RENTAL	8.00
TOTAL FOR: GORDON WATER SYSTEMS			8.00

003041	CUT N LOOSE		
	2021.04REFUND	CITY MAP- BUSINESS W/ NO LOGOS PAID FOR BY DDA BF	25.00
TOTAL FOR: CUT N LOOSE			25.00

003081	GRIFFIN PEST SOLUTIONS INC		
	2021.04	ANNUAL TERMITE PROTECTION @ DPW	312.00
TOTAL FOR: GRIFFIN PEST SOLUTIONS INC			312.00

004221	R.W.LAPINE INC MECHANICAL CONTRACTO		
	29157	PLANT HEAT EXCHANGER - REMOVAL & INSPECTION	2,882.06
TOTAL FOR: R.W.LAPINE INC MECHANICAL CONTRACTO			2,882.06

004241	GHD SERVICES INC		
	1106702	UTILITIES/Common Area Maint. MARCH 2021	2,205.69
TOTAL FOR: GHD SERVICES INC			2,205.69

004852	PACE ANALYTICAL SERVICES LLC		
	215164515	SAMPLES - PERMIT REQUIREMENT	270.00
TOTAL FOR: PACE ANALYTICAL SERVICES LLC			270.00

004855	PLAINWELL ACE HARDWARE		
	7357	COOK PARK RESTROOMS	13.74
	7428	WATER PARTS	65.42
	7462	ELECTRICAL TAPE, WIRE, ANTI OXIDANT COMPOUND	14.57
	7464	PARTS FOR FLAG POLE LIGHTS - HICKS PARK	0.79
	7469	IRRIGATION PARTS	42.90
	7470	WATER PARTS	21.13
	7471	WATER PARTS	7.18
	7474	WATER PARTS	17.07
	7475	ECHO BACKPACK BLOWER, FUEL PRE-MIX	600.97
	7476	WATER & IRRIGATION PARTS	30.84
	7477	501 POWER BLEND FOR NEW BACKPACK BLOWER	31.40
	7480	PEA GRAVEL, PVC CMNT	36.93
	7496	EDGER BLADE (4)	59.96
	7499	MISC. PARTS	60.74
	7514	O-RING, COOK PARK BATHROOM	0.59
	7520	CONCRETE BRUSH, TROWEL - BACK BARN	47.98
	7525	TOUCH PAD WIRE	2.99
	7528	LYSOL AND YARD BAGS	14.56
	7532	FLAG POLE & DPS SIGN LIGHTS, DPW BATHROOM CLEAN	275.13
	7542	MISC FASTENERS - BOAT MOTOR REPAIR	3.88
	7543	TRUCK #5, SHERWOOD PARK	40.16
	7545	GRASS SEED 50# BAG - HICKS PARK	89.99
	7549	CLEANING PRODUCTS - COOK & KENYON PARK	12.36
	7550	MISC FASTENERS #61	1.96
	7562	PROPANE - GILCREST PAVER	10.88
	7563	BOLTS - SHOP GATE	26.36
TOTAL FOR: PLAINWELL ACE HARDWARE			1,530.48

004902	BLOOM SLUGGETT PC		
	21433	LEGAL SERVICES THROUGH 03/31/2021	863.50

TOTAL FOR: BLOOM SLUGGETT PC 863.50

005021	ROBERT DARVAS ASSOCIATES PC		
	16008	DESIGN & DRAFTING, MILEAGE 01/06/21 - 02/08/21 - DE	3,029.81
	16009	EXTRA SERVICES MASONRY INFILL MILL BLDG #3	3,800.00
TOTAL FOR: ROBERT DARVAS ASSOCIATES PC			6,829.81

005041	EVOQUA WATER TECHNOLOGIES		
	904855230	MARCH 2021 ODOR CONTROL	300.00
TOTAL FOR: EVOQUA WATER TECHNOLOGIES			300.00

005047	STAPLES, INC.		
	3473297345	CH OFFICE SUPPLIES -TONER CARTRIDGE, PAPER CLIPS, E	80.80
	3474115367	TONER CARTRIDGE - DPW	100.89
	3474296888	C FOLD TOWELS, STAPLES - CITY HALL	53.42
TOTAL FOR: STAPLES, INC.			235.11

999999	RAMSEY & BAUER LAW OFFICES		
	2021.04REFUND	CITY MAP- BUSINESS W/ NO LOGO PAID FOR BY DDA BR/	25.00
	2021.04REFUND	CITY MAP- BUSINESS W/ NO LOGOS PAID FOR BY DDA BF	25.00
TOTAL FOR: DRAGONFLY QUILTING			50.00

TOTAL - ALL VENDORS 43,591.39

INVOICE AUTHORIZATION

Person Compiling Report
<p>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.</p>
<p>Insert Signature:</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="font-size: 1.2em; font-weight: bold;">Amanda Kersten</div> <div style="font-size: 0.8em; font-family: monospace;"> Digitally signed by Amanda Kersten DN: cn=Amanda Kersten, o=City of Plainwell, ou=City Hall, email=akersten@plainwell.org, c=US Date: 2021.04.22 13:13:10 -04'00' </div> </div>

Brian Kelley, City Clerk/Treasurer
<p>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.</p>
<p>Insert Signature:</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="font-size: 1.2em; font-weight: bold;">Brian Kelley</div> <div style="font-size: 0.8em; font-family: monospace;"> Digitally signed by Brian Kelley Date: 2021.04.23 15:04:36 -04'00' </div> </div>

Bryan Pond, Water Renewal Plant Supt.
<p>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.</p>
<p>Insert Signature:</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="font-size: 1.2em; font-weight: bold;">Bryan Pond</div> <div style="font-size: 0.8em; font-family: monospace;"> Digitally signed by Bryan Pond Date: 2021.04.22 15:22:10 -04'00' </div> </div>

Bill Bomar, Public Safety Director
<p>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.</p>
<p>Insert Signature:</p>

Bob Nieuwenhuis, Public Works Supt.
<p>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.</p>
<p>Insert Signature:</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="font-size: 1.2em; font-weight: bold;">Robert Nieuwenhuis</div> <div style="font-size: 0.8em; font-family: monospace;"> Digitally signed by Robert Nieuwenhuis Date: 2021.04.23 02:45:45 -04'00' </div> </div>

Erik J. Wilson, City Manager
<p>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.</p>
<p>Insert Signature:</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="font-size: 1.2em; font-weight: bold;">Erik Wilson</div> <div style="font-size: 0.8em; font-family: monospace;"> Digitally signed by Erik Wilson Date: 2021.04.23 12:25:49 -04'00' </div> </div>

04/23/2021

CHECK REGISTER FOR CITY OF PLAINWELL
CHECK DATE FROM 04/13/2021 - 04/20/2021

Check Date	Check	Vendor Name	Description	Amount
Bank CBGEN Chemical Bank - General AP Account				
Check Type: EFT Transfer - Automatic Payments				
04/13/2021	1838(E)	SILVERSCRIPT INSURANCE COMPANY	MARCH 2021 RETIREE PRESCRIPTION COVERAGE	26.20
04/13/2021	1839(E)	SILVERSCRIPT INSURANCE COMPANY	MARCH 2021 RETIREE PRESCRIPTION COVERAGE	26.20
04/16/2021	1840(E)	CHEMICAL BANK	MARCH 2021 TCF BANK FEES	135.52
04/19/2021	1841(E)	CHEMICAL BANK	MARCH 2021 FIRE ACCOUNT FEES TCF BANK	10.04
Total EFT Transfer:				<u>197.96</u>
Bank UBAP United Bank - General Checking				
Check Type: Paper Check - Manual Checks				
04/13/2021	17265	ALLEGAN COUNTY TREASURER	TRAILER TAX THROUGH MARCH 2021 - COUNTY	2,375.00
04/20/2021	17266	AT&T - SBC	DPS NON PUBLISHED LINE THROUGH 4/13/21	1,334.79
04/20/2021	17267	MICHIGAN GAS UTILIITIES CORP	GAS UTILITY THROUGH 04/06/21	2,632.09
04/20/2021	17268	CHARTER COMMUNICATIONS	CH PHONES/INTERNET/TV THROUGH 05/04/21	561.66
Total Paper Check:				<u>6,903.54</u>
REPORT TOTALS:				
Total of 8 Checks:				7,101.50
Less 0 Void Checks:				0.00
Total of 8 Disbursements:				<u><u>7,101.50</u></u>

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
Date: 2021.04.23 10:51:22 -04'00'

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:

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF
MICHIGAN GAS UTILITIES CORPORATION
CASE NO. U-20872**

- Michigan Gas Utilities Corporation requests Michigan Public Service Commission's approval for authority to reconcile its 2020 energy waste reduction costs and revenues.
- The information below describes how a person may participate in this case.
- You may call or write Michigan Gas Utilities Corporation, 899 S. Telegraph Rd., Monroe, MI 48161, 734-457-6137 for a free copy of its application. Any person may review the documents at the offices of Michigan Gas Utilities Corporation.
- A pre-hearing will be held:

DATE/TIME: **Wednesday, May 12, 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 mpscdockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Michigan Gas Utilities Corporation's (MGUC) March 25, 2021 application requesting the Commission to: 1) approve the reconciliation of the 12-month Energy Waste Reduction (EWR) surcharge revenues and expenses ending December 31, 2020, as presented by MGUC; 2) determine that MGUC's EWR surcharge revenues for the 12-month period ending December 31, 2020 were properly recovered; 3) authorize MGUC to roll-in the net cumulative over-recovery of \$133,953 into its EWR biennial plan filing in Case No. U-20882; and 4) grant MGUC other and further authority.

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 May 5, 2021. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Michigan Gas Utilities Corporation's attorney, Sherri A. Wellman, One Michigan Ave., Ste. 900, Lansing, MI 48933.

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-20872**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

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

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

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

Reports & Communications:

A. Paper Mill Demolition Project – Change Order for Construction Oversight:

Because the demolition project has gone longer than anticipated, additional construction oversight from GHD is needed. A quoted change order is included in the packet totaling \$19,603.75.

Recommended action: Consider confirming a change order for \$19,603.75 to GHD for additional construction oversight and project support through April 26, 2021.

B. Paper Mill Demolition Project – Change Order for Structural Engineering:

Because the demolition project is taking longer than expected we have the need for additional structural engineering work.

Recommended action: Consider approving additional services in the amount of \$5,000.

C. Paper Mill Demolition Project – Pay Request #5:

This pay request covers \$582,495.30 worth of expenditures from Melching Inc. for the demolition project.

Recommended action: Consider approving Pay Request Application #5 for Melching Inc. in an amount not to exceed \$582,495.30.

D. DPW – Asphalt Product Purchase:

Superintendent Nieuwenhuis solicited three (3) bids for asphalt product to be used by the recently acquired paving machine. The quotes were very similar and the recommendation is to use the more local vendor, Wyoming Asphalt for product up to \$17,000.00 for Spring 2021 paving.

Recommended action: Consider accepting a bid from Wyoming Asphalt for road paving product in an amount not to exceed \$17,000.00.

E. DPW – Sale of City Assets:

City Charter requires Council approval for all dispositions and sale of city-owned assets. Superintendent Nieuwenhuis has identified three (3) city assets for sale. A chop saw can be sold for \$50 and a leaf blower could be sold for \$20. A John Deere mower could be sold at auction or as a trade-in, but it is believed the auction would net a higher value.

Recommended action: Consider authorizing the sale of a DPW chop saw, leaf blower and John Deere mower.

F. DPW – Mower Purchase:

Superintendent Nieuwenhuis solicited quotes for a mower needed to replace an obsolete model. The quotes and time frames are included in the Council Packet, but the Administration recommends a Grasshopper Mower from Starr Lawn and Garden in an amount not to exceed \$10,995.00.

Recommended action: Consider authorizing the purchase of a mower for city parks/grounds.

G. 425 Conditional Land Transfer Agreement:

Regarding the acreage in Gun Plain Township for which the city holds a Purchase Option, Gun Plain Township has discussed the draft 425 agreement included in the Packet and has asked the City to consider 1 mill for the entirety of the agreement as well as a “floor” of \$6,000 per year in taxes.

Recommended action: Discussion.

ERI

H. Elevated Water Storage Tank Lease Renewal – 518 Thomas Street:

Superintendent AT&T approached the City asking for a reduction of rent due to market conditions as well as an extension. The existing lease expires on July 31, 2028. The attached lease extends the term from August 1 2023 and would have 5 separate consecutive additional periods of 5 years each. Rent would be reduced from approximately \$1,300 to \$1,000 per month. However, staff has asked for relocation language that would allow the City to give 12 months' notice to relocate (possible tower in the industrial park). If AT&T does not wish to relocate than the lease will be terminated. Our City attorney has reviewed the proposed lease.

As you know, we have discussed possibly demolishing the tower on Thomas Street at some point in the future since it is not in use. If Council, at some point, wishes for the removal of this tower we would have the ability to terminate the lease. In reviewing the document our address is wrong and they did not include a survey of the existing "leased" premises. I would like to clean that up before the document is executed. \$10,995.00.

Recommended action: Consider authorizing the City Manager to execute the lease with the ability to make minor changes