

# 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](http://www.plainwell.org)

“The Island City”

---

## AGENDA

### Plainwell City Council

Monday, October 26, 2020 – 7:00PM

### Plainwell City Hall Council Chambers

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes/Summary – 10/12/2020 Regular Meeting & Closed Session**
6. **General Public Comments**
7. **County Commissioner Report**
8. **Agenda Amendments**
9. **Mayor's Report**
10. **Recommendations and Reports:**

**A. Emergency Purchase – Water Tower Cleaning & Security**

Council will consider confirming an emergency purchase for water tower cleaning with H2O Towers, LLC for \$17,500.00 and for an intrusion alarm from Perceptive Controls for \$1,679.00.

**B. WR - Annual Purchase of Calcium Nitrate (Bioxide)**

Council will consider approving consider a contract with Evoqua Water Technologies for chemical purchases for the water renewal process estimated at \$27,160.00.

**C. DPW – Loader Purchase**

Council will consider approving the purchase of a 2015 444K John Deere Loader from Woodhams Equipment for \$68,500.00.

11. **Communications:** The September 2020 Water Renewal Report.
12. **Accounts Payable - \$820,271.04**
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

The Island City

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

**MINUTES**  
**Plainwell City Council**  
**October 12, 2020**

1. Mayor Keeler called the regular meeting to order at 7:00 PM in Plainwell Council Chambers.
2. Peter Dams of Lighthouse Baptist Church gave the invocation.
3. Pledge of Allegiance was recited.
4. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Overhuel and Councilmember Wisnaski. Absent: Councilmember Keeney.
5. Approval of Minutes/Summary:  
**A motion by Steele, seconded by Overhuel, to accept and place on file the Council Minutes and Summary of the 09/28/2020 regular meeting. On voice vote, all voted in favor. Motion passed.**
6. Public Comment: None.
7. **Presentation:** Jeff Haas with Brody and Caitlin Honeysett presented, in person, the Chris Haas Volunteer of the Year Award for 2020 to Del Beier. A plaque inscription was read and presented to Mrs. Beier, who was nominated by Gun Plain Township resident Anne Conn, who was also in attendance.
8. County Commissioner Report:  
Commissioner Rick Cain reported the County is moving forward with the Rock Tenn site with thanks to City Manager Wilson's advice. He also reported the County is moving forward with the courthouse project. Finally, he gave an overview of the County's millage request on the November ballot noting that, if passed, the County will use the resources to reinstate services that have been cut over the years due to funding restrictions.
9. Agenda Amendments:  
**A motion by Steele, seconded by Overhuel, to amend the agenda to add as Item 11E, a closed session as permitted under Section 8(d) of the Open Meetings Act to consider the acquisition of real property. On a voice vote, all in favor. Motion passed**
10. Mayor's Report:  
Mayor Keeler said it is nice to see progress with the demolition.
11. Recommendations and Reports:
  - A. City Manager Wilson updated Council on the progress of the Paper Mill Demolition Project. He specifically noted that no injuries have been reported on site, and the security concerns that have arisen. He also noted that requests for giving out bricks are being held until further testing can be done on the bricks and whether they will be used elsewhere on the project. Included in the update was a listing of bills paid and payable for Melching and GHD for project work. Council asked several questions and was asked to consider the combined pay request totaling \$819,881.00  
**A motion by Overhuel, seconded by Wisnaski, to authorize approve pay application #2 for expenses incurred for demolition and engineering totaling \$819,881.00. On a roll call vote, all voted in favor. Motion passed.**

- B.** City Manager Wilson provided information related to structural changes to Building 3 and recommended Council approve a Change Order for reclaiming wood and bricks as well as design engineering fees. The changes will make for a more aesthetically pleasing look to the exterior wall being created in Building 3  
**A motion by Wisnaski, seconded by Overhuel, to approve Change Order 3 for the Paper Mill Demolition Project in the amount of \$38,000 for reclaiming additional wood and brick, as well as design engineering fees. Motion passed.**
- C.** City Treasurer Kelley requested one additional banking institution to be added to the previously approved listing, so that the city can diversify its idle cash reserves.  
**A motion by Steele, seconded by Wisnaski, to adopt Resolution 2020-21 to update the listing of approved depositories for city funds. On a voice vote, all in favor. Motion passed.**
- D.** City Treasurer Kelley reminded Council that resolutions were passed earlier in the year to allow for the waiver of utility billing penalties and water shut-offs in accordance with Executive Orders issued by State Government. With recent court decisions invalidating those Executive Orders, the resolutions are also invalid going forward. Council's direction is sought regarding continuance of any waivers, which would require an ordinance amendment. Council's deliberation directed staff to continue charging penalties and turning water off as provided in existing ordinances, with notice given to customers as soon as possible. Treasurer Kelley noted that the penalties and shut-offs would return in November 2020.

12. Staff Comments:

Superintendent Nieuwenhuis reporting the loose leaf pickup started today and would continue through Thanksgiving week, weather dependent. He also reported that hydrant flushing went well and that lead/copper testings have been submitted.

Community Development Manager Siegel reported working on permits and zoning issues. She noted that the Indoor Farmer's Market is still planned with restrictions recommended by health officials. Plainwell will be the only indoor market in Allegan County. She also asked for ideas about the tree lighting celebrations.

Director Bomar reported working on fire and lockdown drills with the schools. Mayor Pro Tem Steele inquired about parked tractor-trailers on North Sherwood. City Manager Wilson inquired about facemask laws.

Superintendent Pond reported that two (2) blowers are fully functional at the treatment plant.

13. Recommendations and Reports (continued):

- E.** **A motion by Steele, seconded by Wisnaski, to go into Closed Session at 8:02pm to discuss acquisition of real property. On a voice vote, all in favor. Motion carried.**

**A motion by Steele, seconded by Overhuel, to return to the Regular Meeting at 9:16pm. On a voice vote, all in favor. Motion carried.**

**A motion by Overhuel, seconded by Wisnaski, to authorize the Mayor to enter into negotiations with a property owner of 55 acres of land in Gun Plain Township for consideration as a future real property acquisition. On a voice vote, all voted in favor. Motion passed.**

14. Communications:

**A. A motion by Steele, seconded by Overhuel, to accept and place on file the October 2020 Investment and Fund Balance Reports. On a voice vote, all in favor. Motion passed.**

15. Accounts Payable:

**A motion by Wisnaski, seconded by Overhuel, that the bills be allowed and orders drawn in the amount of \$316,556.32 for payment of same. On a roll call vote, all in favor. Motion passed.**

16. Public Comments: None

17. Council Comments: None

18. Adjournment:

**A motion by Steele, seconded by Overhuel, to adjourn the meeting at 9:23 PM. On voice vote, all voted in favor. Motion passed.**

Minutes respectfully  
Submitted by,  
Brian Kelley  
City Clerk/Treasurer

MINUTES APPROVED BY CITY COUNCIL  
October 26, 2020

---

Brian Kelley, City Clerk

**SUMMARY**  
**Plainwell City Council**  
**October 12, 2020**

1. Mayor Keeler called the regular meeting to order at 7:00 PM in Plainwell Council Chambers.
2. Peter Dams of Lighthouse Baptist Church gave the invocation.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Keeler, Steele, Overhuel and Wisnaski. Absent: Keeney.
5. Approved Minutes/Summary of the 09/28/2020 regular meeting.
6. Presented Del Beier the 2020 Chris Haas Volunteer of the Year Award.
7. Authorized Pay Application #2 for \$819,881.00 for the Paper Mill Demolition Project.
8. Approved Change Order #3 for the Paper Mill Demolition Project in the amount of \$38,000 for reclaiming additional wood and brick, plus design engineering fees.
9. Adopted Resolution 2020-21 to update the listing of approved depositories for city funds.
10. Accepted and placed on file the September 2020 Investment and Fund Balance Reports.
11. Adjourned to Closed Session at 8:02pm to discuss acquisition of real property. Reconvened the Meeting at 9:16pm.
12. Approved Accounts Payable for \$316,556.32.
13. Adjourned the meeting at 9:23 pm.

Submitted by,  
Brian Kelley  
City Clerk/Treasurer

**H2O TOWERS LLC**  
 PO Box 398  
 Saline, MI 48176 US  
 +1 7344291828  
 bob@h2otowers.com  
 www.H2OTowers.com

# Invoice

BILL TO
City of Plainwell 126 Fairlane Street Plainwell, MI 49080 Bob Nieuwenhuis dpw@plainwell.org 269-806-3814

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1819	10/13/2020	\$17,500.00	11/01/2020	Due on receipt	

DESCRIPTION	AMOUNT
<p>H2O Towers will supply all labor and materials necessary, in order to: Remove and Paint the Graffiti off the exterior of your 750,000 gallon, 150' high Composite Hydro Pillar and a 200,000 gallon, 140' high Legged, on a emergency call (24 hour response.)</p> <p>750,000 gallon, 150' high Composite Pillar.</p> <p>Steam Clean areas Graffiti using 200* Hot Water at 5,000 PSI to remove as much of the Orange Acrylic base Aerosol Spray Paint as possible so the orange paint will not bleed through the White Top Coat, using our 15 story man lift. (Roof and Sides)</p> <p>After Steam Cleaning , the next day Roll on Tnemec series 1074 Urethane (Tnemec White in color) 2-3 DFT's, this is the same coating that was used to paint the tower in 2014. This process will put this tower back to original condition.</p> <p>200,000 gallon, 140' high Legged</p> <p>Using our 15 story man lift we will be able to get to the catwalk and prep sidewalls above catwalk to cover up the graffiti.</p> <p>Repaint Black Letters (Plainwell Paper) then repaint round letters using Tnemec series 1074 Urethane (Tnemec White in color) 2-3 DFT's. Approximately 8' X 40' area around all Black painted letters. This process will put this tower back to original condition.</p>	17,500.00

BALANCE DUE

**\$17,500.00**

8750 443-000-930 ?  
 8750 591-545-930 ?  
 17,500 - Insurance?

1/12/29  
VIN 000000



140 E Bridge Street  
Plainwell, MI 49080

# INVOICE

DATE	INVOICE #
10/19/2020	14672

<b>BILL TO</b>
City of Plainwell 211 N Main Street Plainwell, MI 49080

<b>SHIP TO</b>
City of Plainwell DPW / Water Dept 126 Fairlane Street Plainwell, MI 49080

TERMS	DUE DATE	CUSTOMER PO#	JOB DESCRIPTION	PCI JOB #	CUST CONTACT
Net 30	11/18/2020		WTP Service Calls	4224	Bob Niewenhuis

CLASS	DESCRIPTION	QTY.	RATE	DATE	AMOUNT
	WTP Onsite Support Add Intrusion Alarm Reference Trip Summary Report Attached				
Fisher, R.	On Site Support	4	120.00	10/8/2020	480.00
Bungart, J	On Site Support	7	85.00	10/8/2020	595.00
McClelland, C	On Site Support	4	85.00	10/8/2020	340.00
Fisher, R.	On Site Support	1.5	120.00	10/14/2020	180.00
	Inductive Proximity Switch & Red Momentary Push Button	1	84.00		84.00

591-545-930 000  
- Water Tower Security -

RECEIVED  
OCT 20 2020  
City of Plainwell



THANK YOU FOR YOUR BUSINESS  
Past due invoices may be subject to a 1.5% service charge (18% per annum)

<b>Total</b>	\$1,679.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$1,679.00

Phone #	Fax #
269-685-3040	269-685-3045

AK



## TRIP SUMMARY REPORT

<b>Client</b>	Plainwell
<b>Project Title</b>	Plainwell Service Calls
<b>Project No.</b>	4224
<b>Date</b>	10/8/20
<b>Location</b>	Plainwell, 49080
<b>Purpose</b>	Add intrusion alarm

Contacts / Attendees		
Name	Company	Title
Charles	PCI	
Jack	PCI	
Ryan	PCI	

Hardware					
Qty	Supplier	Part Name	Part Number		Price
1	Kendall	Red momentary push button	800T-B6A		
1	Allied Elec	Inductive proximity switch	N18U-M12-AP6X-H1141		
1	Unknown	Bracket	N/A		

Summary (include action items and responsible party)
<ol style="list-style-type: none"> <li>1. Added a Proximity Switch near door, ran and tied up cable running into cabinet wired in.</li> <li>2. Added Push button and wired in.</li> <li>3. Programmed the intrusion alarm and sent info to DPW.</li> <li>4. Wrote reports, created usage guide.</li> </ol>

Date	Service Tech	Hours	Travel Hrs	Mileage
10/8/2020	Jack Bungart	7		
10/8/2020	Chuck McClelland	4		
10/8/2020	Ryan Fisher	4		
10/14/2020	Ryan Fisher	1.5		





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

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

---

10/20/2020

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

RE: Annual Contract for Bioxide Evoqua Water Technologies

This is a budgeted annual chemical purchase for (*\$23,560 chemical & \$3,600 equipment maintenance, site visits*) totaling \$27,160, line item 590-550-740-000. 80% of this expenditure is invoiced to the Village of Martin and made reimbursable to the City of Plainwell. The chemical is used to treat hydrogen sulfide gas created in the sewage force main between Martin and Plainwell.

This vendor uses a contract which runs November thru October each year. This company is the regional manufacturer of a reliable quality product found not to foul equipment. This product has one competitor which was one of their suppliers but the product became very poor quality and the equipment was continually down due to fouling, therefore all business with them has been discontinued.

It is my recommendation upon council's approval we authorize the one-year contract with Evoqua Water Technologies.



July 15, 2020

Mr. Bryan Pond  
Superintendent  
City of Plainwell  
129 Fairlane Street  
Plainwell, MI 49080  
Phone: (269) 685-5153  
Fax: (269) 685-1994  
Email: BPond@Plainwell.org

**RE: 2020-2021 BIOXIDE® FULL-SERVICE ODOR CONTROL<sup>sm</sup> PROGRAM  
CITY OF PLAINWELL, MICHIGAN  
Evoqua Quote No. Q200715SJ03**

Dear Mr. Pond:

Evoqua Water Technologies LLC would like to thank you for your business and continued interest in our products and services.

The new price for BIOXIDE will be \$3.10 per gallon delivered in minimum 2,000-gallon bulk loads. This pricing will take effect on November 1, 2020, and remain firm through October 31, 2021. The \$300 monthly equipment rental fee shall remain the same. The above price is for BIOXIDE and includes two maintenance and optimization services per year.

BIOXIDE, BIOXIDE-AQ and BIOXIDE AE are proprietary processes developed by Evoqua Water Technologies LLC. A license to use Bioxide products is included with the product sale. Patents that cover aspects of the use of Bioxide products include, but are not necessarily limited to, United States Patent Nos. 5,500,368, 6,309,597, 7,087,172, 7,285,217, and 7,553,420 B2. Bioxide, Bioxide-AQ, Bioxide AE, AQUIT and Full-Service Odor Control are trademarks of Evoqua Water Technologies LLC.

All deliveries require 5-7 business days' notice from receipt of purchase order. Any applicable taxes due are not included. The attached Evoqua Terms and Conditions are considered part of this notice and shall prevail.

Evoqua appreciates your business and support and looks forward to continuing to provide you the quality products, services and lowest cost solutions. If you have any questions, comments, or if I can be of service to you in any way, please contact me at (941) 313-0736 or via email at [Christopher.Clark@Evoqua.com](mailto:Christopher.Clark@Evoqua.com). We look forward to providing you "Best in Class" service for years to come.

Sincerely,

**Evoqua Water Technologies LLC**

*Chris Clark*

Christopher Clark, Ph.D.  
Technical Sales Representative

**RE: 2020-2021 BIOXIDE® FULL-SERVICE ODOR CONTROL<sup>sm</sup> PROGRAM  
CITY OF PLAINWELL, MICHIGAN  
Evoqua Quote No. Q200715SJ03**

Evoqua will process your order when we receive acceptance of this proposal, by signing below and returning to [municipalservices@evoqua.com](mailto:municipalservices@evoqua.com) or via fax to: (941) 359-7985.

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

This \_\_\_\_\_ day of \_\_\_\_\_ Year \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

## EVOQUA WATER TECHNOLOGIES LLC

### Standard Terms of Sale

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

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

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

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

# 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](http://www.plainwell.org)

---

To: Erik Wilson, Brian Kelley  
From: Robert Nieuwenhuis  
Subject: Equipment Fund  
Date: 11/22/202

The Plainwell public works department is looking to add a 2015 444K John Deere Loader to its equipment fleet.

The loader we currently have is 1998 444H John Deere and has served the City well. This loader has had some major repairs done to it over the last handful of years and is starting to show its age. The loader is a pivotal piece of equipment for the City. The loader is used for snowplowing, loading snow piles and salt, leaf pickup and many varies small tasks throughout the year. I would recommend we keep the old loader for a spare, but the current value of the old loader is approximately \$18,000 if we choose to auction it.

The loader from Woodhams Equipment is \$62,500 or \$68,500 with new tires. The current tires have less than half their life expectancy left. Even with the price of the loader with the new tires this machine is priced right, I have looked online at many loaders around the same year and hours and the cost is significantly more. I am currently waiting on a quote from AIS on the cost of the hydraulic line needed to run the Tink Claw for leaf pickup. This would be the only cost we foresee this machine needing to fit right into our fleet. We have test drove and had a heavy equipment mechanic look at this loader.

The cost of not having a loader to plow or pick up leaves would be significant. By adding this to our fleet we can assure the City will be maintained at our normal high standard.

DPW Superintendent  
Robert Nieuwenhuis

[www.plainwell.org](http://www.plainwell.org).

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

# WOODHAM'S EQUIPMENT, INC.

1110 133rd Ave.  
Bob Genter

WAYLAND, MICHIGAN 49348  
Phone#: 269-792-0060

Fax#: 269-792-0203  
Phil Rasnake

Sold To <i>City of Plainwell</i>		Phone	Date <i>10/21/20</i>
Address		Driver's License No.	
City	Zip	Social Security No.	

Buyer acknowledges that by signing this Bill of Sale he consents and agrees that the below stated Equipment is sold "AS IS" and WITH ALL FAULTS, and that NO EXPRESS OR IMPLIED WARRANTIES HAVE BEEN GIVEN. The Equipment is used, and buyer has had ample opportunity to inspect it. Seller makes no representations about the condition, performance, or safety of the Equipment as it exists now or at the time buyer takes possession. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE and SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE STATED ON THIS BILL OF SALE.

RESALE	FARM USE	INTERSTATE COMMERCE	INDUSTRIAL PROCESSING	GOVERNMENT	CASH	CHARGE	TAX EXEMPT	DEL.	CONST. PICK-UP
EXEMPT No.					<i>Quote</i>				
The undersigned Buyer, being fully informed concerning the Michigan Sales Tax Law, hereby claims to be legally entitled to exemption from such tax by reason of one or more of the classifications listed above.					<i>2015 JD \$44K</i>		<i>\$62,500<sup>00</sup></i>		
					<i>wheel loader</i>				
					<i>SN# PFE668060</i>				
If this equipment is bought Tax Exempt and exemption is not valid, Buyer agrees to pay sales tax plus any fines or legal fees to acquire sales tax.									
Sales tax would be _____							Sales Price <i>\$62,500<sup>00</sup></i>		
Buyer Signature				Date			Sales Tax		
							TOTAL PRICE		

NOTE: PERSONS PASSING BAD CHECKS WILL BE REPORTED TO THE COUNTY PROSECUTOR'S OFFICE AND WILL BE PROSECUTED, A \$50.00 PROCESSING CHARGE WILL ALSO BE ASSESSED. 1 1/2 % INTEREST PER MONTH WILL BE CHARGED UNTIL FULL PAYMENT IS MADE. 18% PER ANNUAL.

BUYER -

I have read and agree to the conditions of this bill of sale.

Signature \_\_\_\_\_

Approved By

*Phil Rasnake*

# WOODHAMS EQUIPMENT, INC.

1110 133rd Ave. - WAYLAND, MICHIGAN 49348 - Fax#: 269-792-0203  
 Bob Genter Phone#: 269-792-0060 Phil Rasnake

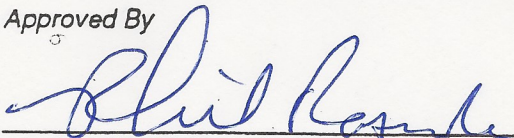
Sold To <i>City of Plainwell</i>		Phone	Date <i>10/21/28</i>
Address		Driver's License No.	
City	Zip	Social Security No.	

Buyer acknowledges that by signing this Bill of Sale he consents and agrees that the below stated Equipment is sold "AS IS" and WITH ALL FAULTS, and that NO EXPRESS OR IMPLIED WARRANTIES HAVE BEEN GIVEN. The Equipment is used, and buyer has had ample opportunity to inspect it. Seller makes no representations about the condition, performance, or safety of the Equipment as it exists now or at the time buyer takes possession. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE and SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE STATED ON THIS BILL OF SALE.

RESALE	FARM USE	INTERSTATE COMMERCE	INDUSTRIAL PROCESSING	GOVERNMENT	CASH	CHARGE	TAX EXEMPT	DEL	CONST. PICK-UP
EXEMPT No.					<i>Quote</i>				
The undersigned Buyer, being fully informed concerning the Michigan Sales Tax Law, hereby claims to be legally entitled to exemption from such tax by reason of one or more of the classifications listed above.					<i>2015 JD 444K</i>		<i>\$68,500<sup>00</sup></i>		
					<i>SN# PFE668060</i>				
If this equipment is bought Tax Exempt and exemption is not valid, Buyer agrees to pay sales tax plus any fines or legal fees to acquire sales tax.					<i>w/4-New Tires</i>				
Sales tax would be _____					Sales Price		<i>\$68,500<sup>00</sup></i>		
Buyer Signature				Date	Sales Tax				
					TOTAL PRICE				

NOTE: PERSONS PASSING BAD CHECKS WILL BE REPORTED TO THE COUNTY PROSECUTOR'S OFFICE AND WILL BE PROSECUTED, A \$50.00 PROCESSING CHARGE WILL ALSO BE ASSESSED. 1 1/2 % INTEREST PER MONTH WILL BE CHARGED UNTIL FULL PAYMENT IS MADE. 18% PER ANNUAL.

**BUYER -**  
 I have read and agree to the conditions of this bill of sale.  
 Signature \_\_\_\_\_

Approved By  




## Water Renewal

Superintendent: Bryan Pond

September 2020



### Significant Department Actions and Results

Trees on fence line were trimmed to protect the integrity of the fence.

Circulating pump on the plant heat exchanger was leaking and repaired.

The Storm Water plan as part of our NPDES permit was reviewed, some infractions were noted on the record keeping and the training portion of the permit. Nothing to do with jeopardizing storm water recovery or collection was noted, everything in this category was satisfactory.

### Pending Items (including CIP)

None budgeted

### Expenditure Summary/Issues

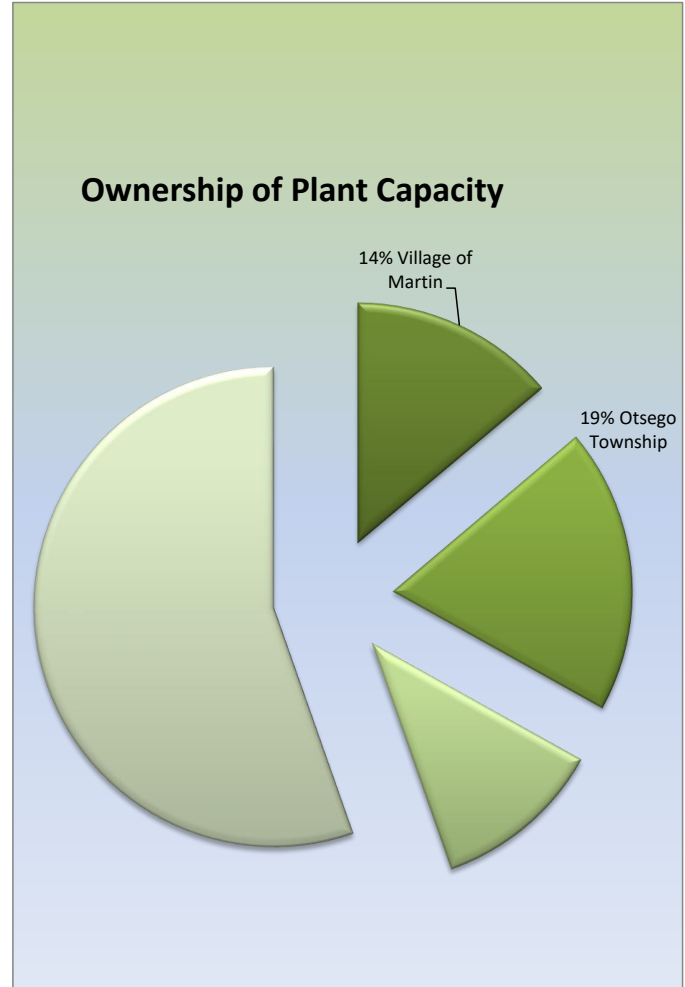
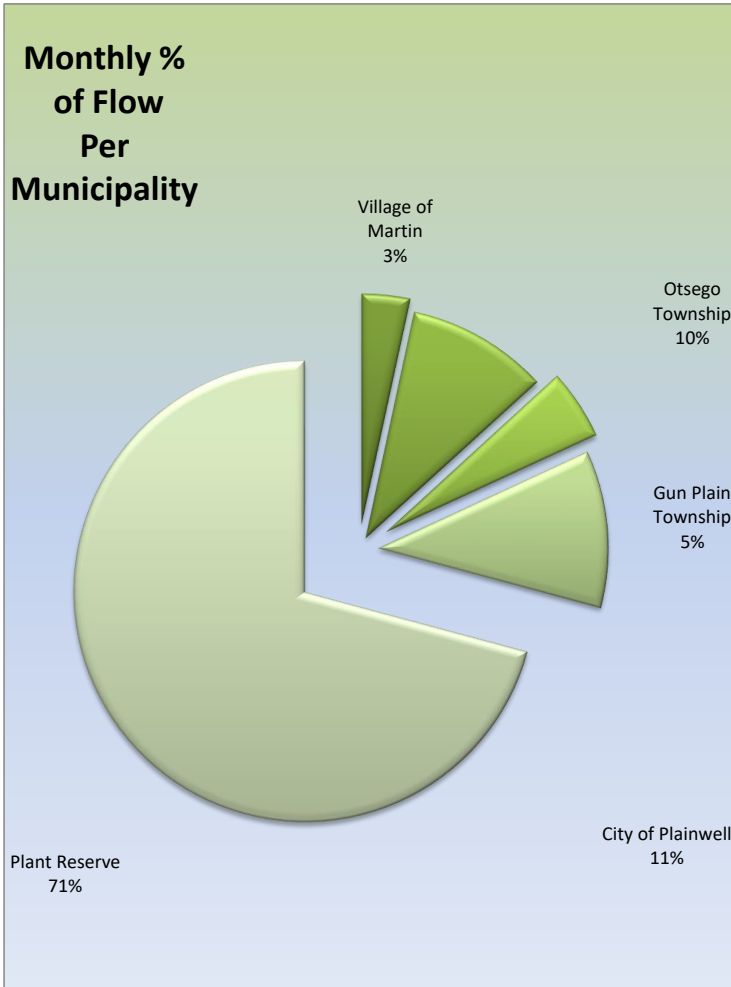
(budgeted)

(completed)

## Monthly Flow Data

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

	Total Gallons	Permitted Daily Flow Gallons	Reserve	Ownership of Plant Capacity
<b>Village of Martin</b>	910,156			
Gun River MH Park	323,000			
US 131 Motor Sports Park	75,000			
<b>Total:</b>	1,308,156			
<b>AVG. DAILY:</b>	42,199	180,000	77%	14%
<b>Otsego Township</b>	<b>Total:</b> 3,852,535			
	<b>AVG. DAILY:</b> 124,275	250,000	50%	19%
<b>Gun Plain Township</b>	<b>Total:</b> 1,343,000			
North Point Church	2,000			
North 10th Street	317,807			
Gores Addition	251,000			
<b>AVG. DAILY</b>	61,736	150,000	59%	12%
<b>City of Plainwell</b>	<b>Total:</b> 4300909			
	<b>AVG. DAILY:</b> 143363.64	720,000	80%	55%
<b>Avg. Daily Plant Flow from entire service district</b>	0.36			



## State Required Reporting Compatible Pollutants

MI State Requirement	City Benchmark	Monthly Avg. Reported/MDEQ
----------------------	----------------	----------------------------

### Carbonaceous Biochemical oxygen demand (CBOD-5):

25 mg/l	15	7.65
---------	----	------

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

### TOTAL SUSPENDED SOLIDS (TSS):

30 mg/l	15	11
---------	----	----

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

### PHOSPHORUS (P):

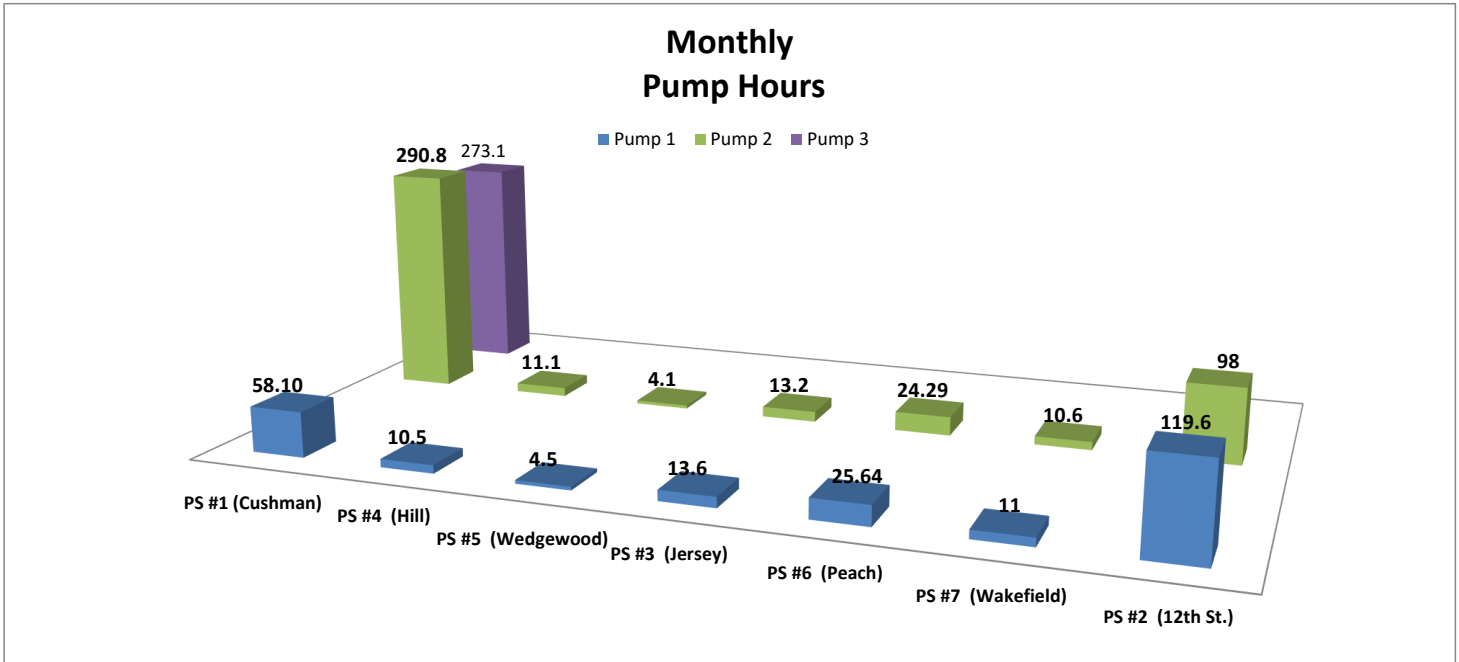
1.0 mg/l	0.45	0.28
----------	------	------

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

### Total Coliform (COLI):

200counts/ml	50	1
--------------	----	---

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



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

10/22/2020

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL  
EXP CHECK RUN DATES 10/26/2020 - 10/26/2020  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
BANK CODE: UBAP

Vendor Code	Vendor Name	Description	Amount
000010	RIDDERMAN & SONS OIL CO INC		
	136748	DPW DIESEL/GAS 10/19/2020	847.86
TOTAL FOR: RIDDERMAN & SONS OIL CO INC			847.86
000013	RATHCO SAFETY SUPPLY INC		
	169410	NO TRESPASSING SIGNS	84.00
	169465	NO TRESPASSING SIGNS (15)	315.00
TOTAL FOR: RATHCO SAFETY SUPPLY INC			399.00
000035	APPLIED IMAGING		
	1622992	DPW/WR COPIER CHARGES TO 10/15/2020	24.16
TOTAL FOR: APPLIED IMAGING			24.16
000077	MCMASTER-CARR SUPPLY		
	46462130	WR - ROOF LOUVER, DRILLING SCREWS	69.09
	47216718	WR - US FLAG (3), MOUNTING TAPE	263.79
TOTAL FOR: MCMASTER-CARR SUPPLY			332.88
000134	HAROLD ZIEGLER FORD		
	304579	CAR #4 - ALIGNMENT CHECK, ELECTRICAL REPAIR	200.00
TOTAL FOR: HAROLD ZIEGLER FORD			200.00
000140	HACH CO		
	12152802	D.O. PROBE SWIVEL ARM	597.95
TOTAL FOR: HACH CO			597.95
000356	LOCK MASTER SECURITY LLC		
	10236	WATER TOWER - STRAIGHTEN DOOR, INSTALL HARDWARE	237.50
	10250	LATCH PROTECTORS FOR WELL HOUSES	231.00
TOTAL FOR: LOCK MASTER SECURITY LLC			468.50
000500	TRUCK & TRAILER SPECIALTIES, INC.		
	DRO005695	TRUCK #15 REPAIR SALT TRUCK	739.65
TOTAL FOR: TRUCK & TRAILER SPECIALTIES, INC.			739.65
000531	CUMMINS SALES AND SERVICE		
	S3-87416	BLOCK HEATER - PORTABLE GENERATOR STORED AT WATER TOWER	1,207.71
	S3-87531	GENERATOR MAINT - 126 FAIRLANE, 140 FORBES	1,030.60
TOTAL FOR: CUMMINS SALES AND SERVICE			2,238.31
000581	FADER EQUIPMENT INC		
	132720	RENTAL EQUIP TO CUT DOWN SIDEWALKS	500.00
TOTAL FOR: FADER EQUIPMENT INC			500.00

000682	MAIN-TECH SERVICES INC		
	100924	SERVICE 2 PUMPS - SEPT 22, SEPT 25	1,822.79
TOTAL FOR: MAIN-TECH SERVICES INC			1,822.79
-----			
000885	KENDALL ELECTRIC INC		
	S109491623.003	HOLOPHANE REPLACEMENT OPTIC FOR STREET LIGHT	460.56
	S109512532.001	HOLOPHANE HOUSING - STREET LIGHT POLE	311.94
TOTAL FOR: KENDALL ELECTRIC INC			772.50
-----			
000941	WEST MICHIGAN CRIMINAL JUSTICE		
	4262	FALL 2020 MCOLES	156.72
TOTAL FOR: WEST MICHIGAN CRIMINAL JUSTICE			156.72
-----			
000947	WYOMING ASPHALT PAVING INC.		
	2020-460	MATERIALS PURCHASED 09/29/20 , 10/02/2020	219.44
	2020-482	MATERIALS PURCHASED 10/07/20	106.08
TOTAL FOR: WYOMING ASPHALT PAVING INC.			325.52
-----			
001536	WASHWELL-STADIUM DRIVE GROUP-SOAP		
	2752	SEPTEMBER 2020 DRY CLEANING DPS	77.40
TOTAL FOR: WASHWELL-STADIUM DRIVE GROUP-SOAP			77.40
-----			
001669	DR HOOKS SIGNS INC		
	140771	12 X 12 SIGN - NEW BOAT LAUNCH	73.20
TOTAL FOR: DR HOOKS SIGNS INC			73.20
-----			
001829	PERCEPTIVE CONTROLS INC		
	14672	WATER TOWER SECURITY	1,679.00
TOTAL FOR: PERCEPTIVE CONTROLS INC			1,679.00
-----			
001873	SCHANZ TIRE & AUTO SUPPLY INC.		
	152721	MOWER #76 - TURF TIRE	30.00
TOTAL FOR: SCHANZ TIRE & AUTO SUPPLY INC.			30.00
-----			
002002	USA BLUEBOOK		
	382272	SKIMMING NET, SANITIZER, ALCOHOL WIPES, POTASSIUI	389.25
	383311	SKIMMING NET	87.29
TOTAL FOR: USA BLUEBOOK			476.54
-----			
002201	VOSS LIGHTING		
	20183955-00	LIGHTS FOR DOWNTOWN STREET LIGHTS	250.00
TOTAL FOR: VOSS LIGHTING			250.00
-----			
002246	ELHORN ENGINEERING CO.		
	285013	CHEMICALS WELL # 4, 7	417.00
TOTAL FOR: ELHORN ENGINEERING CO.			417.00
-----			
002325	SEVERANCE ELECTRIC CO INC		
	10317	TRAFFIC SIGNAL - STARR RD	67.50
TOTAL FOR: SEVERANCE ELECTRIC CO INC			67.50
-----			
002562	CITY OF ALLEGAN		

	000008920	WATER TESTING JULY - SEPTEMBER 2020	324.00
TOTAL FOR: CITY OF ALLEGAN			324.00
-----			
002582	PLAINWELL REDI MIX - COSGROVE ENTER		
	10801	7 YDS - PLAINWELL ST / HICKS	882.00
	10914	6 YDS & ACCELERATOR - 1ST AVE/WEST OF MAIN ST	762.00
TOTAL FOR: PLAINWELL REDI MIX - COSGROVE ENTER			1,644.00
-----			
002650	FUEL MANAGEMENT SYSTEM/PACIFIC PRID		
	105235	DPS FUEL 10/01/20 - 10/15/20	361.56
TOTAL FOR: FUEL MANAGEMENT SYSTEM/PACIFIC PRID			361.56
-----			
002787	ESPER ELECTRIC		
	21659	FIX DOWNTOWN STREET LIGHTS - BREAKER & WIRING	182.32
TOTAL FOR: ESPER ELECTRIC			182.32
-----			
004167	B & B FIRE DIVISION MASON DYNAMICS		
	3170	E-17 FERARRA/HME REPLACE TCM	3,716.00
	3171	E-11 REAR WINDOW REPAIR, REASSEMBLED & TESTED	182.00
	3217	E-17 ENGINE, CHASSIS, TRANSMISSION & FIRE PUMP SEF	1,810.62
	3218	E-11 ENGINE, CHASSIS, TRANSMISSION & FIRE PUMP SEF	2,122.55
	3219	E-15 SMALL ENGINE & CHASSIS SERVICE	275.46
	3346	E-17 TRANSFER VALVE SERVICE & REPAIR	1,340.20
TOTAL FOR: B & B FIRE DIVISION MASON DYNAMICS			9,446.83
-----			
004173	AERZEN USA CORPORATION		
	SEPI-20-004196	GM25S OVERHAUL & INSTALL	4,568.64
	SEPI-20-004526	PRESSURE SAFETY SWITCHES FOR BLOWER SAFETY CONT	1,351.58
TOTAL FOR: AERZEN USA CORPORATION			5,920.22
-----			
004213	EXTREME POWER EQUIPMENT		
	49767	PARTS/LABOR - REPAIR ECHO 8000 CHAINSAW	183.72
TOTAL FOR: EXTREME POWER EQUIPMENT			183.72
-----			
004220	US BANK EQUIPMENT FINANCE (COPIER)		
	426164661	DPW/WR COPIER NOVEMBER 2020	113.00
TOTAL FOR: US BANK EQUIPMENT FINANCE (COPIER)			113.00
-----			
004241	GHD SERVICES INC		
	1081266	UTILITIES/Common Area Maint SEPTEMBER 2020	1,469.91
TOTAL FOR: GHD SERVICES INC			1,469.91
-----			
004814	WILLIAMS & WORKS		
	91084	PLANNING/ZONING ASSISTANCE TO 09/26/2020	461.00
TOTAL FOR: WILLIAMS & WORKS			461.00
-----			
004828	WRIGHT FENCE COMPANY LLC		
	2989	REPAIR BARB WIRE - WATER TOWER	50.00
	2990	REPAIR DAMAGED FENCE @ 505 S WOODHAMS	125.00
TOTAL FOR: WRIGHT FENCE COMPANY LLC			175.00
-----			
004837	MUNICIPAL WEB SERVICES		

	53956	SEPTEMBER 2020 WEBSITE CMS HOSTING	200.00
TOTAL FOR: MUNICIPAL WEB SERVICES			200.00
004852	PACE ANALYTICAL SERVICES LLC		
	2050150925	MERCURY TEST FOR PERMIT	270.00
TOTAL FOR: PACE ANALYTICAL SERVICES LLC			270.00
004855	PLAINWELL ACE HARDWARE		
	6264	MOTION LIGHT(2), BATTERIES - WATER TOWER	40.97
	6270	PROPANE FOR #106 INFRARED MACHINE	186.66
	6277	MILL - BIT DRILL (VARIOUS SIZES -4)	14.76
	6278	WIRE LAMP, FLEX GLUE, SPLICE - MILL	64.98
	6291	BIT DRILL, CLAMPS - MILL	31.25
	6293	AIRPORT - RUNWAY LIGHT BULBS, PAINT	23.97
	6307	PADLOCKS (24)	215.78
	6325	WR - SILICONE, LAWN FERTILIZER	49.35
	6328	WASTE BASKET - SHERWOOD BATHROOM	12.99
	6358	MISC FASTENERS TO HANG WELLHOUSE SIGNS	1.92
	6359	BATTERIES FOR HAND SANITIZER DISPENSERS - ELECTION	26.98
TOTAL FOR: PLAINWELL ACE HARDWARE			669.61
004894	ASCENSION MICHIGAN AT WORK		
	405171	DOT PHYSICAL - NIEUWENHUIS	70.00
TOTAL FOR: ASCENSION MICHIGAN AT WORK			70.00
004902	BLOOM SLUGGETT PC		
	20850	LEGAL SERVICES SEPTEMBER 2020	656.00
TOTAL FOR: BLOOM SLUGGETT PC			656.00
005021	ROBERT DARVAS ASSOCIATES PC		
	15811	CONSULTING/ENGINEERING MILL DEMO PHASE III THRO	1,225.00
TOTAL FOR: ROBERT DARVAS ASSOCIATES PC			1,225.00
005047	STAPLES, INC.		
	3457724100	HAND SANITIZER, DISPENSER & STANDS	737.96
	3458016178	DPW - CLEANING/OFFICE SUPPLIES	20.84
	3458101046	DPS - 32 GB USB 10 PACK	43.99
	34581011045	TREASURER OFFICE SUPPLIES	118.57
TOTAL FOR: STAPLES, INC.			921.36
REFUND UB	DOSTER, JESSE & ANGIE		
	10/14/2020	UB refund for account: 03-00037900-02	34.68
	10/14/2020	UB refund for account: 03-00029600-00	111.48
	10/20/2020	UB refund for account: 04-00051401-04	53.97
	10/21/2020	UB refund for account: 03-00042400-03	56.97
TOTAL FOR: BALKO, AMELIA & NICK			257.10
TOTAL - ALL VENDORS			37,047.11

**INVOICE AUTHORIZATION**

**Person Compiling Report**

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

Insert Signature:

**Amanda  
Kersten**

Digitally signed by Amanda Kersten  
DN: cn=Amanda Kersten, o=City of  
Plainwell, ou=City Hall,  
email=akersten@plainwell.org, c=US  
Date: 2020.10.22 11:36:00 -04'00'

**Brian Kelley, City Clerk/Treasurer**

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

Insert Signature:

**Brian Kelley**

Digitally signed by Brian  
Kelley  
Date: 2020.10.23  
13:58:43 -04'00'

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

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

Insert Signature:

**Bill Bomar, Public Safety Director**

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

Insert Signature:

**Bill Bomar**

Digitally signed by Bill  
Bomar  
Date: 2020.10.22  
11:58:50 -04'00'

**Bob Nieuwenhuis, Public Works Supt.**

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

Insert Signature:

**Erik J. Wilson, City Manager**

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

Insert Signature:

**Erik Wilson**

Digitally signed by Erik  
Wilson  
Date: 2020.10.22  
14:20:18 -04'00'



10/22/2020

CHECK REGISTER FOR CITY OF PLAINWELL  
CHECK DATE FROM 10/11/2020 - 10/23/2020

Check Date	Bank	Check	Vendor Name	Description	Amount
<b>Bank CBGEN Chemical Bank - General AP Account</b>					
<b>Check Type: EFT Transfer - Automatic Payments</b>					
10/14/2020	CBGEN	1794(E)	SILVERSCRIPT INSURANCE COMPAN	OCTOBER 2020 RETIREE PRESCRIPTION COVERA	30.20
10/14/2020	CBGEN	1795(E)	SILVERSCRIPT INSURANCE COMPAN	OCTOBER 2020 RETIREE PRESCRIPTION COVERA	30.20
10/16/2020	CBGEN	1796(E)	CHEMICAL BANK	TCF BANK SEPTEMBER 2020 ACCOUNT ANALYSIS	174.40
10/23/2020	CBGEN	1797€	FIRST NATIONAL BANKCARD	TCF CREDIT CARD STATEMENTS OCTOBER 23, 2020	1,693.85
Total EFT Transfer:					1,928.65
<b>Check Type: Paper Check - Manual Check</b>					
10/23/2020	CBGEN	14245	FLEIS & VANDENBRINK INC	SAW GRANT SERVICES THROUGH AUGUST 28, 2020	59,043.56
<b>Bank UBAP United Bank - General Checking</b>					
<b>Check Type: ACH Transaction - Property Tax Distributions and Employee Benefit Reimbursements</b>					
10/16/2020	UBAP	197(A)	ALLEGAN COUNTY TREASURER	2020 SUMMER TAX COLLECTIONS W/E 10/10/20	17.91
10/16/2020	UBAP	198(A)	RANSOM DISTRICT LIBRARY	2020 SUMMER TAX COLLECTIONS W/E 10/10/20	2.56
10/15/2020	UBAP	199(A)	JOHN VARLEY	CLOTHING ALLOWANCE 20/21	224.02
10/15/2020	UBAP	200(A)	DAN MCCLELLAN	20/21 SHOE ALLOWANCE	200.00
10/15/2020	UBAP	201(A)	MIKE BRUCE	20/21 SHOE ALLOWANCE	183.32
10/23/2020	UBAP	202(A)	ALLEGAN COUNTY TREASURER	2020 SUMMER TAX COLLECTIONS W/E 10/17/20	17.91
10/23/2020	UBAP	203(A)	RANSOM DISTRICT LIBRARY	2020 SUMMER TAX COLLECTIONS W/E 10/17/20	2.56
Total ACH Transaction:					648.28
<b>Check Type: EFT Transfer - Automatic Payments</b>					
10/22/2020	UBAP	204(E)	UNITED BANK	UNITED BANK ACH FEES THROUGH OCTOBER 23,	28.00
<b>Check Type: Paper Check - Manual Checks</b>					
10/13/2020	UBAP	16553	STATE OF MICHIGAN	LEAD/COPPER TESTING	52.00
10/13/2020	UBAP	16554	CHARTER COMMUNICATIONS	DPW/WR INTERNET THROUGH 10/31/2020	114.98
10/13/2020	UBAP	16555	REPUBLIC SERVICES	RECYCLING SERVICE - OCTOBER 2020	2,593.50
10/16/2020	UBAP	16556	STATE OF MICHIGAN	WELL #4, #7 - PFAS TESTING	580.00
10/16/2020	UBAP	16557	CHARTER COMMUNICATIONS	AIRPORT INTERNET THROUGH 11/06/20	561.75
10/16/2020	UBAP	16558	MELCHING, INC.	MILL DECOMMISSIONING & DEMO THROUGH 09/2	715,823.10
10/21/2020	UBAP	16559	AT&T - SBC	PHONES THROUGH 10/13/2020	617.94
10/21/2020	UBAP	16560	MICHIGAN GAS UTILIITIES CORP	GAS UTILITIES THROUGH 10/06/2020	1,141.01
10/21/2020	UBAP	16561	VERIZON	UTILITY MACHINE CELL SERVICE THROUGH 10/	44.85

10/22/2020 UBAP 16562

WILLIAM CRISPE COMMUNITY HOUSING CRISPE CD INTEREST THROUGH 10/21/2020

46.31

Total Paper Check:

721,575.44

REPORT TOTALS:

Total of 22 Checks:

783,223.93

Less 0 Void Checks:

0.00

Total of 22 Disbursements:

**783,223.93**

## 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: 2020.10.22 18:07:51 -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:

**Erik Wilson**  
Digitally signed by Erik Wilson  
Date: 2020.10.23 13:19:30 -04'00'

# 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

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

---

To: Erik Wilson City Manager & Plainwell City Council  
From: John Varley Deputy Director  
Subject: Graffiti to Water Towers  
Date: 10/24/2020

Our City Manager has asked me to give you an update to the Graffiti and the breaking and entry of our water towers.

The Public Safety Department had received three prior complaints of someone spray painting graffiti on the water tower located at 200 Allegan St (The old paper mill property). Those complaints came from August into October. The City had stepped up security measures on the property placing lighting and cameras in the area. The night shift Public Safety officers were also checking the property every hour when possible. On October 7, 2020 the Public Safety Department took a complaint of someone breaking into the Water Tower at Kenyon Park and spray-painting graffiti at the top of the tower. There were also items stolen from the inside of the tower.

On October 12, 2020 the Public Safety Department sent out a press release to local News stations requesting assistance for information leading us to the persons involved. The City also offered a \$1000 reward for the person who gave us information that led to the arrest of the suspects. We had received several leads from the press release that were unfounded. On October 15, 2020 we received a strong tip and we were able to develop two suspects who will be charged next week. The suspects are a 20-year-old Plainwell man and a 17-year-old Otsego resident. During the investigation we recovered the stolen property from the water tower along with some items that were stolen from Gun Plain Township. The anticipated charges will be Breaking and Entering the water tower including Theft, Malicious destruction of property, and larceny over \$1000. They will also be responsible for restitution to the City of Plainwell.

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

## **M-40/M-89 CORRIDOR COMMITTEE**

**October 27, 2020**

**10:00 a.m.**

**Via Zoom**

### **AGENDA**

Join Zoom Meeting

<https://us02web.zoom.us/j/88583660099?pwd=QThiUmx5MStGNjIjDOG52bEhOeGpoUT09>

Meeting ID: 885 8366 0099

Passcode: 128797

One tap mobile

+13126266799,,88583660099#,,,,,0#,,128797# US (Chicago)  
+19292056099,,88583660099#,,,,,0#,,128797# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

1. Welcome and Introductions
2. Review of Minutes (Enclosed)
3. MDOT Update
4. Allegan County Road Commission Update
5. West Michigan Regional Planning Commission Update
6. Macatawa Area Coordinating Council
7. Local Businesses – Issues & Concerns
8. Round Table/Corridor Issues
9. Future Meeting Dates
10. Future Agenda Items
11. Other Business
12. Adjournment

## **Reports & Communications:**

### **A. Emergency Repair – Water Tower Cleaning**

As Council is aware, the city has been vandalized in recent weeks. On one occasion, the Kenyon Park Water Tower was vandalized with spraying painting on the side and on the roof, that required immediate power cleaning. The Mill Water Tower was also power washed to remove graffiti. H2O Towers LLC from Saline was asked to expedite the power washing as a matter of public safety, which totaled \$17,500.00. Perceptive Controls was contracted to add an intrusion alarm at a cost of \$1,679.00. Additional costs were incurred for security upgrades with video camera and alarms on the doors at the water tower and at the wellhouses.

**Recommended action:** Consider confirming an emergency purchase for water tower cleaning with H2O Towers LLC for \$17,500.00 and for an intrusion alarm with Perceptive Controls for \$1,679.00.

### **B. WR - Annual Purchase of Calcium Nitrate (Bioxide)**

The Water Renewal Treatment Facility uses calcium nitrate as part of its chemical treatment and has pricing from the region's manufacturer of the chemical. A portion of the cost is recovered from Martin Village for its shared use.

**Recommended action:** Consider approving a contract with Evoqua Water Technologies for chemical purchases for the water renewal process for \$27,160.00.

### **C. DPW – Loader Purchase**

The city's current loader, a 1998 444H John Deere, is a pivotal piece of equipment used for snowplowing, loading snow and salt, leaf pickup and other tasks, but is showing its age and has had major repairs. Superintendent Nieuwenhuis has researched costs for newer models and recommends purchasing a 2015 444K John Deere from Woodhams Equipment for \$68,500, which includes a new set of tires. The addition of this unit will solidify the city's ability to deliver snow removal services when needed. The existing loader could be used as a backup and to make quicker work of the big jobs, or it could be sold at auction for an approximate \$18,000 windfall.

**Recommended action:** Consider approving the purchase of a 2015 444K John Deere loader from Woodhams Equipment for \$68,500.00.

## **Reminder of Upcoming Meetings**

- November 4, 2020 – Plainwell Planning Commission – 7:00pm – City Council Chambers
- November 5, 2020 – Allegan County Board of Commissioners – 1:00pm – Zoom
- November 9, 2020 – Plainwell City Council – 7:00pm – City Council Chambers
- November 10, 2020 – Plainwell DDA/BRA/TIFA Board – 7.30am – City Council Chambers

## **Non-Agenda Items / Materials Transmitted**

- Communication from Public Safety Deputy Director Varley regarding graffiti damage
- Meeting Agenda – M-40/M-89 Corridor Committee – October 27, 2020 10am - Zoom