

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, July 13, 2020 7:00PM

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes/Summary** – June 22, 2020 Regular Meeting & July 6, 2020 Special Meeting
6. **General Public Comments**
7. **County Commissioner Report**
8. **Agenda Amendments**
9. **Mayor's Report**
10. **Recommendations and Reports:**

A. GHD – Proposal for Construction Oversight and Project Support

Council will consider approving a professional services agreement GHD for construction oversight and project support for the Mill Demolition Project in the amount of \$505,780.00.

B. Air Monitoring – Mill Site

Council will consider approving a professional services quote from Analytical Testing & Consulting Services Inc. for air monitoring and sampling during the Mill Demolition Project at an estimated cost of \$39,000.00.

C. Resolution 2020-18 – Grant Funding Request

Council will consider adopting Resolution 2020-18 for Public Safety Grant Funding.

11. **Communications:** The June 2020 Investment and Fund Balance Reports.
12. **Accounts Payable - \$180,768.48**
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
Plainwell is an equal opportunity provider and employer

MINUTES
Plainwell City Council
June 22, 2020

1. Mayor Keeler called the regular meeting to order at 7:00 PM in City Hall Council Chambers.
2. Peter Dams from Lighthouse Baptist Church gave the invocation.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor 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 06/08/2020 regular meeting and the Council Minutes of the 06/18/2020 special meeting. On voice vote, all voted in favor. Motion passed.
6. Public Comment:
Myrene Kay Koch, JD, Allegan County Prosecuting Attorney provided Council with updates about the Prosecuting Attorney's Office.
7. County Commissioner Report: None
8. Agenda Amendments: None
9. Mayor's Report:
Mayor Keeler read a letter from Lee & Dawn Dean at 208 E. Brighton who thanked the Department of Public Safety, stating he appreciated very much that the Deans took time out to send that letter.
10. Recommendations and Reports:
 - A. Clerk Kelley reported having communicated with five (5) board members on various Boards and Commissions, each of whose term expires on June 30. Each member expressed desire to continue serving. The Mayor reviewed the list and has recommended re-appointment of each member, as presented, subject to City Council confirmation. Additionally, a business owner applied for appointment to the DDA/BRA/TIFA Board to complete Zelda Schipper's term, after the recent resignation. The Mayor recommends appointment, again subject to Council confirmation.
A motion by Overhuel, seconded by Wisnaski, to confirm the Mayor's appointment of Jennifer Loftus to the Board of Review, Karen Koehn to the Compensation Commission, Melissa Gelbaugh to the District Library Board, Paul Rizzo, Jim Turley and new member Angela Ridgway to the DDA/BRA/TIFA Board. On a voice vote, all voted in favor. Motion passed.
 - B. Treasurer Kelley reported a requirement for a full actuarial valuation for the upcoming audited financials. Periodically as required by the Governmental Accounting Standards Board, the city must have an independent valuation of the long-term obligation for the city's Post Employment Retirement Benefits Plan. Prior valuations have been completed by Watkins Ross PC in Grand Rapids, who is familiar with the city's plan and its history. The Administration recommends awarding a professional services contact

to Watkins Ross PC for \$4,200.00 for an actuarial valuation as of June 30, 2020.

A motion by Wisnaski, seconded by Steele, to award a professional services contact to Watkins Ross PC for \$4,200.00 for an actuarial valuation. On a roll call vote, all voted in favor. Motion passed.

- C.** Treasurer Kelley presented several budget amendments to account for 2019/2020 projects previously approved but not accounted for in the budget, and for changes to cost distributions.
A motion by Steele, seconded by Overhuel, to approve the 2019/2020 Budget Amendments as presented. On a roll call vote, all voted in favor. Motion passed.
- D.** Treasurer Kelley reported having reviewed the listing of approved depositories for city funds as required by the Investment Policy. The current listing has no changes from the prior year.
A motion by Overhuel, seconded by Steele, to adopt Resolution 2020-14 for the approved depositories of city funds. On a voice vote, all voted in favor. Motion passed.
- E.** Treasurer Kelley presented a schedule of fines and fees for the upcoming 2020/2021 Budget Year. There was discussion of whether the fees charged actually cover the costs associated.
A motion by Wisnaski, seconded by Overhuel, to adopt Resolution 2020-15 for the 2020/2021 Fines and Fees and asked staff to review the listing to confirm that costs are being covered. On a voice vote, all voted in favor. Motion passed.
- F.** **A motion by Steele, seconded by Overhuel, to open a Public Hearing at 7:31pm for the 2020/2021 Plainwell City Budget. On a voice vote, all in favor. Motion passed.**

City Manager Wilson presented the 2020/2021 Plainwell City Budget showing the revenues and expenditures for all funds city-wide. The budget will continue to be a work in progress because of the unknowns from State regarding revenue sharing. This budget reflects about a 27% reduction in State Shared Revenue. City Manager Wilson outlined temporary reductions to staff hours and wages to help offset the anticipated revenue shortfalls. He noted that the only capital project included in the budget is the Mill Demolition, as all other projects are on a delayed basis.

No public comment.

A motion by Wisnaski, seconded by Steele, to close the Public Hearing at 7:55pm. On a voice vote, all in favor. Motion passed.

A motion by Overhuel, seconded by Steele, to adopt Resolution 2020-16 for the General Fund Appropriations and Resolution 2020-17 for the Special and Operating Funds Appropriations for the 2020/2021 Plainwell City Budget. On a roll call vote, all voted in favor. Motion passed.

11. Communications:

- A.** **A motion by Steele, seconded by Overhuel, to accept and place on file the January through May 2020 DDA/BRA/TIFA Meeting Minutes, the May 2020 Public Safety Report and the May 2020 Water Renewal Report. On a voice vote, all in favor. Motion passed.**

12. Accounts Payable:

A motion by Wisnaski, seconded by Steele, that the bills be allowed and orders drawn in the amount of \$86,842.14 for payment of same. On a roll call vote, all in favor. Motion passed.

13. Public Comments: None

14. Staff Comments

Community Development Manager Siegel reported that most of the businesses are back open – Elle will re-open in July. She reported that the Lost Raven sale has gone through and that there is interest in the Champion Law building. She reported proposed upgrades to the Warnement Building.

Personnel Manager Lamorandier thanked the staff for all their help, support and understanding during the shut-down and the budget process.

Superintendent Pond discussed the SAW Grant's work related to the sewer rate structure and the Asset Management Plan.

Director Bomar reported a peaceful protest with no law enforcement concerns on Friday, June 19 and thanked the Allegan County Sheriff's Office, the Michigan State Police and City of Otsego for their support. He also thanked Scott Zylstra from Old Mill Brewpub for having fed law enforcement during the event.

Superintendent Nieuwenhuis thanked all the volunteers for keeping the flowers looking great!

City Manager Wilson thanked the staff for their understanding during the budget process. He thanked the Department of Public Safety and specifically Deputy Director John Varley for great work planning and executing during the recent peaceful protest.

City Manager Wilson also reported having received a Letter of Termination from Lamar Advertising regarding the billboard on the Airport grounds. He asked for authority from Council to negotiate new terms based on advertising sales. The current contract provides a flat-rate for the City, which is outside industry norms. **A motion by Wisnaski, seconded by Overhuel, to authorize the City Manager to negotiate a new billboard contract. On a voice vote, all in favor. Motion passed.**

City Manager Wilson then reported that he's still waiting for final language from the Potawatomi Tribe in Wisconsin for a Memorandum of Agreement (MOA) to satisfy State Historic Preservation Office (SHPO) before finalizing the contract related to the Mill Demolition Project.

Clerk/Treasurer Kelley reports 2020 Summer Property Tax Statements will be mailed on Tuesday, June 30 and will be due on Monday, August 17, 2020. He reported that 351 Absent Voter Ballots have been issued and the city continues to accept applications from any city registered voter. He reported preparing for year-end and for the August 4, 2020 election.

15. Council Comments:

Councilmember Wisnaski thanked the flower volunteers and asked if the city could do anything for them. Councilmember Overhuel thanked the entire city staff for their work throughout the past several months.

Mayor Pro Tem Steele thanked everyone for their works.

16. Adjournment:

A motion by Steele, seconded by Overhuel, to adjourn the meeting at 8:33 PM. On voice vote, all voted in favor. Motion passed.

Minutes respectfully
Submitted by,
Brian Kelley
City Clerk/Treasurer

MINUTES APPROVED BY CITY COUNCIL
July 13, 2020

Brian Kelley, City Clerk

DRAFT

SUMMARY
Plainwell City Council
June 22 2020

1. Mayor Keeler called the regular meeting to order at 7:00 PM in Council Chambers.
2. Invocation was given by Terry Steele.
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 06/08/2020 regular meeting, as well as the Minutes from the 06/18/2020 special meeting.
6. Confirmed the Mayor's Appointment of six (6) residents/business owners to various Boards and Commissions.
7. Approved a professional services contact with Watkins Ross PC for \$4,200.00 for an actuarial valuation as of June 30, 2020.
8. Approved 2019/2020 Budget Amendments.
9. Adopted Resolution 2020-14 for the city's approved depositories.
10. Adopted Resolution 2020-15 listing fines and fees for services effective July 1, 2020.
11. Held a Public Hearing to discuss and consider the 2020/2021 City Budget. Adopted Resolutions 2020-16 and 2020-17 setting appropriations for all funds.
12. Accepted and placed on file the January through May 2020 DDA/BRA/TIFA Board Minutes, the May 2020 Public Safety Report and the May 2020 Water Renewal Report.
13. Approved Accounts Payable for \$86,842.32
14. Authorized the City Manager to negotiate a new billboard rental contract for the airport.
15. Adjourned the meeting at 8:33 pm.

Submitted by,
Brian Kelley
City Clerk/Treasurer

MINUTES
Plainwell City Council
July 6, 2020

1. Mayor Keeler called the special meeting to order at 5:01 PM in City Hall Council Chambers.
2. Roll Call: Present: Mayor Keeler, Pro Tem Steele and Councilmember Wisnaski. Absent: Councilmember Overhuel and Councilmember Keeney.
Clerk Kelley confirmed there is a Quorum of the Council present.
3. New Business:
 - A. City Manager Wilson and GHD Project Manager Jodie Dembowske provided an update on the Mill Demolition Project. The Memorandum of Agreement (MOA) was received by the Wisconsin Potawatomi Tribe on July 1. A worksheet breaking down costs was reviewed with Council. The proposed contract had a different total number, so the parties need to confirm all the modifications are accounted for. The schedule of work also needs to be clarified – Melching has agreed to honor the number of days to be worked, the new schedule needs to be finalized. There are required 10-day notices before abatement can begin. It was noted that there will be safety work to be done before actual demolition can start, but this work can be done during the abatement process. Melching has hired a safety director and GHD will monitor the project as well.
A motion by Steele, seconded by Wisnaski, to award Melching Inc. with an agreement to demolish 220,000 square feet of the Mill buildings in an amount of \$3,805,250.00, subject to confirmation of the costs included in the contract. On a roll call vote, all in favor. Motion passed.
 - B. City Manager Wilson reported additional engineering work was needed to complete the preliminary stages of the Mill Demolition Project related to changes from the original plans to Building 2 and 3 changes recommended by the State Historic Preservation Office (SHPO). The work has been substantially completed and Wilson recommends approval of a change order with GHD for the work.
A motion by Steele, seconded by Wisnaski, to approve a Change Order of \$27,500.00 with GHD for additional Phase III engineering services. On a roll call vote, all in favor. Motion passed.

City Manager Wilson also asked for authority to negotiate a project with GHD to provide project oversight, reporting and monitoring. The preliminary cost estimate provided to Council is \$505,780.00 and includes costs for project oversight, reporting, sampling and on-site monitoring (which includes travel and per diem).
A motion by Wisnaski, seconded by Steele, to authorize the City Manager to negotiate a contract with GHD for project oversight services in an amount not to exceed \$505,780.00. On a roll call vote, all in favor. Motion passed.

City Manager Wilson reported air monitoring during the abatement project is another component of the Project that has a known cost. The city would contract with Analytical Testing and Consulting Services to provide air monitoring during and after the abatement work. The cost of the project is \$39,000 for 64 days' work plus eight (8) final air clearance samples.
A motion by Wisnaski, seconded by Steele, to approve the project with Analytical Testing and Consulting Services for air quality monitoring services during an after abatement at a cost of \$39,000. On a roll call vote, all in favor. Motion passed.

4. Public Comments: None
5. Council Comments: None
6. Adjournment:
A motion by Steele, seconded by Wisnaski, to adjourn the meeting at 5:46 PM. On voice vote, all voted in favor. Motion passed.

Minutes respectfully
Submitted by,
Brian Kelley
City Clerk/Treasurer

MINUTES APPROVED BY CITY COUNCIL
July 13, 2020

Brian Kelley, City Clerk

DRAFT



April 28, 2020

Reference No. 11212294

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

Dear Mr. Wilson:

**Re: Proposal for Construction Oversight and Project Support
Former Plainwell, Inc. Mill Site Demolition Project
City of Plainwell, Michigan**

GHD is pleased to submit this Proposal for Professional Services (Proposal) to the City of Plainwell (City) for project management, oversight, waste characterization and reporting 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 intends to award the decommissioning and demolition contract to Melching, Inc. (Melching). Melching provided the lowest responsive bid for the project. GHD, along with the City, and the City's Brownfield Committee Chair (Nick Larabel), have reviewed and evaluated Melching's bid, experience and safety record. Melching has been deemed acceptable to award the project contract.

The City has requested that GHD prepare a cost estimate to support the project by providing the following:

- Construction oversight to document and confirm Melching's performance in regards to the project specifications,
- Project management, including coordination with Melching, and other contractors hired by the City for the project,
- Providing assistance to Melching to obtain waste disposal approvals,
- Conduct delineation sampling for PCBs in Buildings 7 and 14 post-scarification efforts by Melching
- Limited waste characterization sampling (as defined in the Building Decommissioning Assessment Report [GHD, 2020]),
- Preparation of a geotechnical memorandum to further define the backfill placement in the former basement areas of demolished buildings, and



- Generating a Construction Completion Report to document the project.

2. Cost Estimate

The cost breakdowns by activity are provided in Table 1. A cost estimate summary for the proposed scope of work is summarized below.

Table 3.1 Cost Estimate Summary

Task	Estimated Cost
Mobilization, Oversight During Asbestos Abatement and Decommissioning Activities	\$149,875
Oversight During Demolition and Restoration Activities and Demobilization	\$127,700
Project Management and Support	\$149,245
Geotechnical Engineering	\$5,445
Waste Characterization and Assistance Profiling Waste	\$50,890
Reporting	\$22,625
Total Estimated Costs	\$505,780

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 proposal.

Sincerely,

GHD

Jodie Dembowske

JMD/lg/1

Encl.

cc: Wayne Bauman, GHD

Table 1
GHD SERVICES, INC. COST ESTIMATE
FORMER PLAINWELL, INC. MILL SITE PHASE III DECOMMISSIONING AND DEMOLITION PROJECT
PLAINWELL, MICHIGAN

	Quantity	Unit	Rate	Budget Estimate
CONSTRUCTION OVERSIGHT				
<i>Provide oversight of decommissioning and demolition to assure the contractor follows the technical specification requirements and attend progress meetings. Details below are based on the Melching, Inc. schedule provided April 10, 2020. Costs will vary based on actual work duration and contractor schedule.</i>				
Mobilization, Decommissioning and Asbestos Abatement Oversight				
Field Oversight Staff	912	hours	\$135.00	\$ 123,120.00
Per Diem	120	days	\$40.00	\$ 4,800.00
Hotel	120	days	\$104.00	\$ 12,480.00
Field Expenses (PPE, drinking water etc.)	90	days	\$10.00	\$ 900.00
Truck	3	Months	\$1,575.00	\$ 4,725.00
Mileage	4460	Miles	\$0.28	\$ 1,248.80
Flights /Airport Parking/Shuttle	4	trips	\$650.00	\$ 2,600.00
			Subtotal	\$ 149,875.00
Demolition, Restoration Oversight and Demobilization				
Field Oversight Staff	792	hours	\$135.00	\$ 106,920.00
Per Diem	88	days	\$40.00	\$ 3,520.00
Hotel	88	days	\$104.00	\$ 9,152.00
Field Expenses (PPE, drinking water etc.)	65	days	\$10.00	\$ 650.00
Truck	3	Months	\$1,575.00	\$ 4,725.00
Mileage	2810	Miles	\$0.28	\$ 786.80
Flights /Airport Parking/Shuttle	3	trips	\$650.00	\$ 1,950.00
			Subtotal	\$ 127,700.00
Project Management and Support				
Project Director	70	hours	\$256.50	\$ 17,955.00
Project Manager	705	hours	\$175.50	\$ 123,727.50
Project Advisor - Demolition	24	hours	\$198.00	\$ 4,752.00
Project Advisor - Asbestos Abatement	16	hours	\$175.50	\$ 2,808.00
			Subtotal	\$ 149,245.00
Geotechnical Engineering				
<i>Provide design memorandum for backfill adjacent to historical buildings to remain.</i>				
Backfill Engineering/Design				
Geotechnical Engineer	24	hours	\$198.00	\$ 4,752.00
CAD	6	hours	\$115.00	\$ 690.00
Administrative Assistant	1	hours	\$63.00	\$ 63.00
			Subtotal	\$ 5,445.00
Waste Disposal Characterization and Assistance Profiling Waste				
Project Manager	50	hours	\$175.50	\$ 8,775.00
Waste Service Advisor	24	hours	\$162.00	\$ 3,888.00
Field Technician	60	hours	\$135.00	\$ 8,100.00
Chemist	5	hours	\$135.00	\$ 675.00
Database	10	hours	\$144.00	\$ 1,440.00
Administrative Assistant	24	hours	\$63.00	\$ 1,512.00
Equipment and supplies	5	days	\$200.00	\$ 1,000.00
Waste Characterization				
Laboratory Analysis	1	allowance	\$25,000.00	\$ 25,000.00
Disbursements (ice, shipping)	1	allowance	\$500.00	\$ 500.00
			Subtotal	\$ 50,890.00
			Estimated Total Project Oversight	\$ 483,155.00

Table 1
GHD SERVICES, INC. COST ESTIMATE
FORMER PLAINWELL, INC. MILL SITE PHASE III DECOMMISSIONING AND DEMOLITION PROJECT
PLAINWELL, MICHIGAN

	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Budget Estimate</i>
Construction Completion Report				
Project Director	2	hours	\$256.50	\$ 513.00
Project Advisor - Demolition	6	hours	\$198.00	\$ 1,188.00
Project Manager	60	hours	\$175.50	\$ 10,530.00
Engineer	40	hours	\$135.00	\$ 5,400.00
Database	10	hours	\$144.00	\$ 1,440.00
CAD	20	hours	\$115.00	\$ 2,300.00
Administrative Assistant	12	hours	\$63.00	\$ 756.00
Disbursements	1	allowance	\$500.00	\$ 500.00
Estimated Total Construction Completion Report				\$ 22,625.00

Total Oversight and Reporting \$ 505,780.00



Agreement for Professional Services

Page 1

Reference No. 11212294

This Agreement for Professional Services (hereinafter "Agreement") is effective this 7 day of June 2020__, between GHD Services Inc. (hereinafter "GHD") and The City of Plainwell (hereinafter "Client"). In consideration of the mutual promises set forth herein, GHD and Client agree as follows:

1. **Scope of Work:** GHD shall perform the work assigned to it by Client's contract representative. The scope of work is set forth in Exhibit "A" attached hereto and made a part of this Agreement.
2. **Payment for Services:**
 - (a) Client shall pay GHD for services rendered on a time plus expense basis in accordance with the fee schedule set forth in Exhibit "B" attached hereto and made a part of this Agreement. GHD's rates as set forth in the fee schedule are subject to revision on an annual basis. Personnel rates are all inclusive, including overhead and profit, and apply to all hours expended with no premium charged for overtime hours.
 - (b) GHD shall be reimbursed for all expenses incurred in connection with its services hereunder, including but not limited to reasonable travel and living expenses; long distance telephone charges; information technology; telecopy charges; printing and reproduction costs; photographic expenses; advertising for bids; special delivery and express charges; costs of providing and maintaining site offices, supplies and equipment; and all necessary and incidental costs associated with subcontracts where appropriate.
 - (c) Unless otherwise agreed, GHD will invoice Client monthly. Payment of GHD invoices shall be due upon receipt by Client and are past due 30 days from invoice date. Invoices not paid within 30 days shall be subject to an assessed interest charge of eighteen percent (18%) per year, calculated monthly. In the event that Client disputes an invoice, Client shall notify GHD in writing within 30 days of the invoice date identifying the cause of the dispute, and paying when due that portion of the invoice not in dispute. If the parties are unable to resolve the dispute within 60 days of filing the notice of dispute, the parties may elect to settle the dispute by arbitration. Interest shall not accrue on any disputed amount.
3. **Insurance:** GHD carries the insurance coverage set forth in Exhibit "C" attached hereto and made a part of this Agreement.
4. **Client-Furnished Information:**
 - (a) Client shall be responsible for, and GHD may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to GHD pursuant to this Agreement. GHD may use such Client-furnished information in performing services.
 - (b) Client shall, if requested by GHD, review any designs, drawings, plans, specifications, reports, bids, proposals and other information provided by GHD. Client shall make decisions within a



Agreement for Professional Services

Page 2

reasonable time and carry out its other responsibilities in a timely manner so as not to delay the work of GHD. Client shall give prompt written notice to GHD whenever Client observes or otherwise becomes aware of any development that may affect scope or timing of GHD's services, or any defect in the work by GHD.

- (c) At the request of GHD, Client shall provide GHD with the following information to the extent such information is in Client's possession and is pertinent to the services:
 - i) all criteria and full information as to Client's requirements; copies of all design and construction standards which Client will require to be included in GHD's work; copies of Client's standard terms, conditions, and related documents for GHD to include in bidding documents, when applicable; and
 - ii) any other available information pertinent to the project, including reports and data relative to previous designs or investigations; environmental, geological, and geotechnical conditions of the project site and all surrounding area at or adjacent to the project site; and insofar as such information is not available, Client agrees to pay GHD for the cost of obtaining the same.
- (d) Client shall be responsible for providing information regarding the location of all subsurface structures at the project site including but not limited to pipes, tanks, sewer and utilities (power, phone, cable, gas, water, etc.).

Upon GHD's review of Client-supplied information and compliance with written notice requirements to all public utilities concerning the possible location of underground utilities, and following the on-site marking or notification in writing to the GHD from such public utilities, in addition to other indemnity provisions in this Agreement, to the extent not prohibited by law, Client shall defend, indemnify, and hold GHD harmless from and against all costs, liability, loss, and expense whatsoever (including, without limitation, consequential damages, attorneys' fees, court costs, and expenses) arising out of any act or omission of GHD, its agents, contractors, subcontractors, and/or employees, relating in any way to subsurface structures, to the extent GHD's acts or omissions cause or contribute to: (i) any disruption of service to users or damage for business interruption or loss of revenues or profits; (ii) any damage to or destruction of any subsurface structure; (iii) any injury or damage to property or injury to or the death of any persons; (iv) any other economic loss; (v) any other damage or liability whatsoever; or (vi) the assertion or filing of any claim, cause of action, or judgment whatsoever relating to such matters.

- (e) GHD shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Client shall not be responsible for discovering deficiencies therein. GHD shall correct such deficiencies without additional compensation, except to the extent such action is directly attributable to deficiencies in information provided by Client or the project site owner and GHD relied on such information.

5. **Confidentiality:** GHD shall not disclose any confidential information relating to Client without the prior written consent of Client, except as required by applicable law, regulation, or legal process, or



as may be required by emergency situations. In the event GHD is requested pursuant to, or required by applicable law, regulation, or legal process to disclose any confidential information, GHD will notify Client of the circumstances requiring such disclosure and will refrain from such disclosure for the maximum period of time allowed by law so that Client may seek a protective order or other appropriate remedy to protect the confidentiality of the information.

6. **Independent Contractor and Subcontracting:** The parties acknowledge and agree that GHD shall be an independent contractor and shall have responsibility for and control over the means of providing its services. GHD shall have the right to use subcontractors as GHD deems necessary to assist in the performance of services. GHD shall not be required to employ any subcontractor unacceptable to GHD.
7. **Site Access:** Client shall provide right-of-entry and access as needed by GHD and necessary permissions in order for GHD to perform work under this Agreement. In the event that Client does not own or control the project site, Client shall obtain permission from the project site owner for a right-of-entry as needed by GHD, and its employees, agents and subcontractors to perform the services called for in this Agreement. GHD and its employees, agents and subcontractors will comply with all known health and safety requirements of the project site owner which may be imposed upon GHD as a condition of its right-of-entry.
8. **Hazardous Materials:**
 - (a) GHD shall have the primary responsibility of determining if known or potential health or safety hazards exist on or near the project site upon which services are to be performed by GHD or its subcontractors, with particular reference to hazardous substances or conditions. To the extent that such information is in its possession, Client shall disclose it to GHD prior to the commencement of work. If hazardous conditions or substances are discovered by GHD during the performance of its services which it could not have reasonably discovered prior to the commencement of work, or which Client had in its possession and failed to disclose, and if the existence of such substances or conditions materially changes the nature or conduct of GHD's work or responsibilities at the project site, Client and GHD shall seek to agree on an equitable adjustment to GHD's work to reflect such changes. If the parties are unable to agree on such adjustments, this Agreement may be terminated by GHD in accordance with the termination provisions of this Agreement.
 - (b) In the event GHD performs any services for Client that involves the taking of samples, GHD shall preserve such samples obtained from the project site as it deems necessary for the project, but not longer than 45 days after the issuance of any document that includes data obtained from such samples. GHD shall arrange for the disposal of samples containing hazardous materials on behalf of the Client, which may consist of returning the samples to the project site, and Client agrees to pay GHD for the cost of returning or disposing of such samples. Samples shall remain the property of the Client.
9. **Standard of Care:** GHD warrants that its services shall be performed, within the limits prescribed by Client, in the manner consistent with the level of care and skill ordinarily exercised by members of GHD's profession under similar circumstances. No other warranties or representations of any



kind, either expressed or implied, are included or intended by this Agreement or in any proposal, contract, report, opinion or other document in connection with this project.

10. **Indemnity:**

(a) GHD:

Subject to the limitation of liability set out in subparagraph 10(c) below, GHD agrees to indemnify and hold harmless Client (including its officers, directors, employees and agents) from and against any and all losses, damages, liabilities and expenses (including reasonable legal fees and reasonable costs of investigation) resulting from or arising out of (a) failure of GHD to comply in material respects with federal, state, and local laws and regulations applicable to services undertaken by GHD hereunder; (b) breach by GHD of warranties or other provisions hereunder; or (c) any injury or death of any person (including employees and agents of Client and GHD), or damage or loss or destruction of any property (including property of Client and GHD and their respective employees and agents) resulting from or arising out of negligence or willful misconduct on the part of GHD in performing services hereunder, except to the extent any losses, damages, liabilities or expenses result from, are attributable to, or arise out of (i) any negligence or willful misconduct of Client; (ii) any delay attributable to Client's conduct; or (iii) any breach by Client of any warranties or other provisions hereunder.

(b) Client:

Subject to the limitation of liability set out in subparagraph 10(c) below, Client agrees to indemnify and hold harmless GHD (including its officers, directors, employees, agents, and subcontractors) from and against any and all losses, damages, liabilities and expenses (including legal fees and reasonable costs of investigation) resulting from or arising out of (a) any negligence or willful misconduct of Client; (b) any breach by Client of any warranties or other provisions hereunder; or (c) any condition existing at the project site prior to the arrival of GHD of which GHD had no actual knowledge and over which GHD had no control; provided, however, that such indemnification shall not apply to the extent any losses, damages, liabilities or expenses result from or arise out of (i) any negligence or willful misconduct of GHD; (ii) any delay attributable to GHD's conduct; or (iii) any breach by GHD of any warranties or other provisions hereunder.

(c) Limitation of Liability:

For any damage caused by negligence, including errors, omissions or other acts; or for any damages based in contract; or for any other cause of action; GHD's liability, including that of its employees, agents, directors, officers and subcontractors, shall not exceed \$1,000,000, except as to damage resulting from the gross negligence or willful misconduct of GHD.

Client's liability to GHD, except as to damage resulting from Client's gross negligence or willful misconduct, including that of its employees, agents, directors, officers and contractors, will be limited to \$1,000,000.



- (d) GHD and Client recognize and agree that GHD has neither created nor contributed to the existence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substance or condition at the project site. Accordingly, in the event of any claim against GHD arising out of such pre-existing conditions or alleged conditions, Client agrees to defend, indemnify and hold GHD harmless from and against such claim(s), unless such claims arise out of the gross negligence or willful misconduct of GHD, including that of its employees, agents, directors, officers or subcontractors.

Notwithstanding anything contained herein to the contrary, in no event shall either party be liable to the other under this Agreement or otherwise for any punitive, indirect or consequential damages, including, but not limited to loss of use, loss of revenue or loss of profits.

- 11. **Intellectual Property:** All documents including drawings and specifications prepared or furnished by GHD are instruments of service in respect of the Project and GHD shall retain an ownership and property interest therein whether or not the Project is completed.

Client may make and retain copies for information and reference in connection with use or occupancy of the Project by Client. Any reuse or modification without written verification or adaptation by GHD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to GHD.

- 12. **Termination:**

- (a) Client reserves the right to terminate the project at any time. In the event of such termination, Client shall pay GHD for all services performed and expenses incurred to the effective date of termination. In addition, Client shall pay GHD a reasonable amount for services and expenses directly attributable to termination, such as costs of terminating subcontracts, demobilization costs, and other related close-out costs.
- (b) GHD shall have the right to terminate its obligations pursuant to this Agreement under the following circumstances:
 - i) In the event of a breach of any obligation of Client, except payment of disputed amounts as provided in subparagraph 2(c) of this Agreement; or
 - ii) If GHD is unable, for any reason beyond its control, to perform its obligations pursuant to this Agreement in a safe, lawful or professional manner.
- (c) In the event that either circumstance described in subparagraphs 12(b)(i) or 12(b)(ii) above occurs, GHD shall notify Client of pertinent conditions and recommend appropriate action. If within 30 days of such notice the circumstances described in subparagraphs 12(b)(i) or 12(b)(ii) above have not been remedied or cured, GHD may terminate its Agreement hereunder. In the event of termination, GHD shall be paid for services performed to the date of termination plus reasonable termination expenses.

- 13. **Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.



- 14. **Dispute Resolution:** Notwithstanding the provisions regarding payment of disputed amounts as provided in subparagraph 2(c) of this Agreement, both parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement or the work to be performed hereunder. Following notification of a dispute, the parties shall have five (5) business days from the date of notification to begin negotiations and fifteen (15) business days from the notification date to complete negotiations, unless otherwise agreed in writing. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. The parties shall have forty-five (45) calendar days within which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within which to negotiate. Either party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator mutually selected by the parties. The mediator shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system, in the courts of general jurisdiction where the Project is located, in which event all litigation and collection expenses, witness fees, court costs and reasonable legal fees shall be paid to the prevailing party.

- 15. **Records and Audit:** Client shall have the right, upon reasonable advance notice, to audit all records associated with the services performed and with the charges invoiced to Client pursuant to this Agreement. Such records shall be open to inspection and audit by authorized representatives of Client during normal business hours at the place where such records are kept until the completion or termination of this Agreement and for a minimum of 3 years thereafter. GHD shall require its subcontractors to similarly maintain records and to permit the inspection and audit of such records by Client upon similar conditions and time periods. Audit rights shall not extend to the profit margin and the make-up of GHD's rates, except for that portion of the services priced on a cost reimbursable basis.

- 16. **Notice:** Notices pertaining to this Agreement shall be in writing and deemed to have been duly given if delivered in person, by overnight courier, or by facsimile with electronic confirmation to the respective party designated below, or at such other address as may be changed by either party by giving written notice thereof to the other pursuant to this paragraph:

GHD:

Client

GHD Services Inc.

City of Plainwell

Attention: Donald Osterhout, Principal/Vice President
 Address: 200 Allegan Street, Suite 300
Plainwell, Michigan 49080

Email: donald.osterhout@ghd.com
 Telephone: 269-685-5181
 Facsimile: 269-685-5223

Attention: Erik J. Wilson, City Manager
 Address: 211 N. Main Street
Plainwell, Michigan 49080

Email: ewilson@plainwell.org
 Telephone: 269-685-6821
 Facsimile: _____



17. **Successors and Assignment:** Client hereby agrees that this Agreement may be assigned to another entity within the GHD group of companies that will be directly or indirectly wholly owned by GHD Group Pty Ltd. (a "Related Entity"). Any such Related Entity shall assume all of GHD's liabilities, duties and obligations in, to, and under this Agreement. Client hereby agrees that this assignment may be effected without any further notice or action on the part of GHD. Upon request, Client agrees to execute and deliver any further documents as may be reasonably requested by GHD or its successor to evidence such consent and/or assignment.
18. **Severability and Survival:** The parties agree that, in the event one or more of the provisions of this Agreement should be declared void or illegal, the remaining provisions shall not be affected and shall continue in full force and effect. The parties also agree that the obligations and representations contained within this Agreement shall survive the termination of this Agreement.
19. **Governing Law:** This Agreement shall be governed by the laws of the State in which the project site is located.
20. **Entire Agreement:** This Agreement, including all attached Exhibits and documents referenced in those Exhibits, constitutes the complete and final Agreement between GHD and Client. It supersedes all prior or contemporaneous communications, representations, undertakings or understandings of the parties, whether oral or written, relating to the scope of work or services and subject matter of this Agreement, except to the extent that such prior communications have explicitly been incorporated into the Agreement or one of the attached Exhibits. Modifications of this Agreement shall not be binding unless made in writing and signed by an authorized representative of each party.



Agreement for Professional Services

Page 8

IN WITNESS WHEREOF, GHD and Client have caused this Agreement to be executed by their duly authorized representatives effective the day and year first written above:

GHD:

GHD Services Inc.

(signature)

Donald Osterhout

(printed name)

Principal / Vice President

(title)

I have the authority to bind the company

Client:

(signature)

Erik J. Wilson

(printed name)

City Manager

(title)

I have the authority to bind the company



Agreement for Professional Services

Exhibit "A"
Scope of Work



April 28, 2020

Reference No. 11212294

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

Dear Mr. Wilson:

**Re: Proposal for Construction Oversight and Project Support
Former Plainwell, Inc. Mill Site Demolition Project
City of Plainwell, Michigan**

GHD is pleased to submit this Proposal for Professional Services (Proposal) to the City of Plainwell (City) for project management, oversight, waste characterization and reporting 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 intends to award the decommissioning and demolition contract to Melching, Inc. (Melching). Melching provided the lowest responsive bid for the project. GHD, along with the City, and the City's Brownfield Committee Chair (Nick Larabel), have reviewed and evaluated Melching's bid, experience and safety record. Melching has been deemed acceptable to award the project contract.

The City has requested that GHD prepare a cost estimate to support the project by providing the following:

- Construction oversight to document and confirm Melching's performance in regards to the project specifications,
- Project management, including coordination with Melching, and other contractors hired by the City for the project,
- Providing assistance to Melching to obtain waste disposal approvals,
- Conduct delineation sampling for PCBs in Buildings 7 and 14 post-scarification efforts by Melching
- Limited waste characterization sampling (as defined in the Building Decommissioning Assessment Report [GHD, 2020]),
- Preparation of a geotechnical memorandum to further define the backfill placement in the former basement areas of demolished buildings, and



- Generating a Construction Completion Report to document the project.

2. Cost Estimate

The cost breakdowns by activity are provided in Table 1. A cost estimate summary for the proposed scope of work is summarized below.

Table 3.1 Cost Estimate Summary

Task	Estimated Cost
Mobilization, Oversight During Asbestos Abatement and Decommissioning Activities	\$149,875
Oversight During Demolition and Restoration Activities and Demobilization	\$127,700
Project Management and Support	\$149,245
Geotechnical Engineering	\$5,445
Waste Characterization and Assistance Profiling Waste	\$50,890
Reporting	\$22,625
Total Estimated Costs	\$505,780

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 proposal.

Sincerely,

GHD

Jodie Dembowske

JMD/lg/1

Encl.

cc: Wayne Bauman, GHD

Table 1
GHD SERVICES, INC. COST ESTIMATE
FORMER PLAINWELL, INC. MILL SITE PHASE III DECOMMISSIONING AND DEMOLITION PROJECT
PLAINWELL, MICHIGAN

	Quantity	Unit	Rate	Budget Estimate
CONSTRUCTION OVERSIGHT				
<i>Provide oversight of decommissioning and demolition to assure the contractor follows the technical specification requirements and attend progress meetings. Details below are based on the Melching, Inc. schedule provided April 10, 2020. Costs will vary based on actual work duration and contractor schedule.</i>				
Mobilization, Decommissioning and Asbestos Abatement Oversight				
Field Oversight Staff	912	hours	\$135.00	\$ 123,120.00
Per Diem	120	days	\$40.00	\$ 4,800.00
Hotel	120	days	\$104.00	\$ 12,480.00
Field Expenses (PPE, drinking water etc.)	90	days	\$10.00	\$ 900.00
Truck	3	Months	\$1,575.00	\$ 4,725.00
Mileage	4460	Miles	\$0.28	\$ 1,248.80
Flights /Airport Parking/Shuttle	4	trips	\$650.00	\$ 2,600.00
			Subtotal	\$ 149,875.00
Demolition, Restoration Oversight and Demobilization				
Field Oversight Staff	792	hours	\$135.00	\$ 106,920.00
Per Diem	88	days	\$40.00	\$ 3,520.00
Hotel	88	days	\$104.00	\$ 9,152.00
Field Expenses (PPE, drinking water etc.)	65	days	\$10.00	\$ 650.00
Truck	3	Months	\$1,575.00	\$ 4,725.00
Mileage	2810	Miles	\$0.28	\$ 786.80
Flights /Airport Parking/Shuttle	3	trips	\$650.00	\$ 1,950.00
			Subtotal	\$ 127,700.00
Project Management and Support				
Project Director	70	hours	\$256.50	\$ 17,955.00
Project Manager	705	hours	\$175.50	\$ 123,727.50
Project Advisor - Demolition	24	hours	\$198.00	\$ 4,752.00
Project Advisor - Asbestos Abatement	16	hours	\$175.50	\$ 2,808.00
			Subtotal	\$ 149,245.00
Geotechnical Engineering				
<i>Provide design memorandum for backfill adjacent to historical buildings to remain.</i>				
Backfill Engineering/Design				
Geotechnical Engineer	24	hours	\$198.00	\$ 4,752.00
CAD	6	hours	\$115.00	\$ 690.00
Administrative Assistant	1	hours	\$63.00	\$ 63.00
			Subtotal	\$ 5,445.00
Waste Disposal Characterization and Assistance Profiling Waste				
Project Manager	50	hours	\$175.50	\$ 8,775.00
Waste Service Advisor	24	hours	\$162.00	\$ 3,888.00
Field Technician	60	hours	\$135.00	\$ 8,100.00
Chemist	5	hours	\$135.00	\$ 675.00
Database	10	hours	\$144.00	\$ 1,440.00
Administrative Assistant	24	hours	\$63.00	\$ 1,512.00
Equipment and supplies	5	days	\$200.00	\$ 1,000.00
Waste Characterization				
Laboratory Analysis	1	allowance	\$25,000.00	\$ 25,000.00
Disbursements (ice, shipping)	1	allowance	\$500.00	\$ 500.00
			Subtotal	\$ 50,890.00
			Estimated Total Project Oversight	\$ 483,155.00

Table 1
GHD SERVICES, INC. COST ESTIMATE
FORMER PLAINWELL, INC. MILL SITE PHASE III DECOMMISSIONING AND DEMOLITION PROJECT
PLAINWELL, MICHIGAN

	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Budget Estimate</i>
Construction Completion Report				
Project Director	2	hours	\$256.50	\$ 513.00
Project Advisor - Demolition	6	hours	\$198.00	\$ 1,188.00
Project Manager	60	hours	\$175.50	\$ 10,530.00
Engineer	40	hours	\$135.00	\$ 5,400.00
Database	10	hours	\$144.00	\$ 1,440.00
CAD	20	hours	\$115.00	\$ 2,300.00
Administrative Assistant	12	hours	\$63.00	\$ 756.00
Disbursements	1	allowance	\$500.00	\$ 500.00
Estimated Total Construction Completion Report				\$ 22,625.00

Total Oversight and Reporting \$ 505,780.00



Agreement for Professional Services

Exhibit "B"
Fee Schedule

**Exhibit B
GHD SERVICES, INC.
FEE SCHEDULE**

**FORMER PLAINWELL, INC. MILL SITE PHASE III DECOMMISSIONING AND DEMOLITION PROJECT
PLAINWELL, MICHIGAN**

GHD Staff

Project Director	\$256.50	Hour
Project Advisor - Demolition	\$198.00	Hour
Geotechnical/Civil Engineer	\$198.00	Hour
Project Advisor - Asbestos Abatement	\$175.50	Hour
Project Manager	\$175.50	Hour
Waste Service Advisor	\$162.00	Hour
Field Oversight Staff	\$135.00	Hour
Chemist	\$135.00	Hour
Database	\$144.00	Hour
Engineer/Geologist	\$135.00	Hour
Field Technician	\$135.00	Hour
CAD	\$115.00	Hour
Administrative Assistant	\$63.00	Hour

GHD Vehicle and mileage

Truck	\$1,575.00	Month
	\$525.00	Week
	\$175.00	Day
Mileage	0.28	Mile

GHD Expenses

Cost plus 10 %



Agreement for Professional Services

Exhibit "C"

Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C No. Ext): 1-877-945-7378	FAX (A/C No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Allied World Assurance Company US Inc		19489
INSURER B: Zurich American Insurance Company		16535
INSURER C: Beazley Insurance Company Inc		37540
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** W17261524 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			0310-4497	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY Coll Ded: \$500 Comp Ded: \$250			BAP 3757423-05	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Physical Damag \$ 100000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			0310-4498	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WC 0380936-05	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			V29594190101	12/01/2019	12/01/2020	Each Claim: \$1,000,000 Aggregate: \$2,000,000 SIR Per Claim \$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GHD Project no.: 11201125

Project name/site: Former Plainwell, Inc., Mill Site - Pre-Phase III Demolition Engineering Services.

Coverage for Contractual Liability is provided under General Liability policy.

CERTIFICATE HOLDER

City of Plainwell
 Attn: Erik Wilson, City Manager
 211 N. Main Street
 Plainwell, MI 49080-1397

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jula M Powers

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED GHD Services, Inc. 2055 Niagara Falls Blvd., Suite 3 Niagara Falls, NY 14304	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

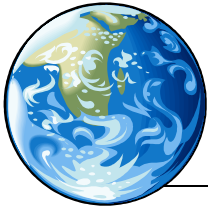
ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Umbrella/Excess Liability follows form over General Liability, Auto Liability and Employer's Liability.

City of Plainwell is included as an Additional Insured as respects to General Liability and Umbrella/Excess Liability, where required by contract or agreement.



ANALYTICAL TESTING & CONSULTING SERVICES, INC.

14625 Doster Road
Plainwell, Michigan, 49080
Phone: (269) 664-6474
FAX: (269) 664-6406
E-mail: atcsinc@aol.com

April 13, 2020

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

Re: Former Plainwell, Inc. Mill Site

Quote#: 2020-21

Please find below the quotation regarding the asbestos air monitoring. The cost of daily sampling is as follows:

Asbestos Air Monitoring.....	\$450.00 / 8 hours
Asbestos Air Monitoring.....	\$525.00 / 9 hours
Asbestos Air Monitoring.....	\$600.00 / 10 hours
TEM's.....	\$75.00 / each sample

If you have any questions concerning this quotation, please feel free to call at your convenience.

Sincerely,

Douglas A. Haase,
Director of Laboratory Services

If you accept the terms of this quote, please sign and return to ATCS.

Name	Title	PO#
Signature		Date

**CITY OF PLAINWELL
RESOLUTION NO. 2020-18**

A RESOLUTION TO ESTABLISH A REQUEST FOR FUNDING AND DESIGNATE AN AGENT FOR REQUESTING A PUBLIC SAFETY AND PUBLIC HEALTH PAYROLL REIMBURSEMENT PROGRAM PAYMENT FROM THE STATE OF MICHIGAN.

Minutes of a regular meeting of the City Council of the City of Plainwell, Allegan County, Michigan, held in City Hall Council Chambers, in said City, on July 13, 2020 at 7:00pm.

PRESENT: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____

WHEREAS, the City of Plainwell is applying for reimbursement in funding through MDOT from the Public Safety and Public Health Payroll Reimbursement Program pursuant to Section 604 of 2020 Public Act 123, from the allocation of funds to the State of Michigan from the Coronavirus Relief Fund as created in the CARES Act; and

WHEREAS, MDOT requires a formal commitment from the public agency that will be receiving these funds as to who will act at the City's agent.

NOW, THEREFORE, BE IT RESOLVED THAT, the City has authorized Erik Wilson, City Manager, to act as agent on behalf of the City to request said reimbursement.

PRESENT: COUNCILMEMBERS:

NAYS: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

RESOLUTION DECLARED ADOPTED: **July 13, 2020**

Signed: _____

Brian Kelley, City Clerk

CERTIFICATION

I, Brian Kelley, the duly appointed clerk of the City of Plainwell hereby certify the foregoing is a true and complete copy of a resolution adopted by the Plainwell City Council at a meeting held July 13, 2020 in compliance with state law. The minutes of the meeting were kept and will be or have been made available as required by law.

Signed: _____

Brian Kelley, City Clerk

Investment Activity Report



“The Island City”

City of Plainwell

Investment Portfolio Detail - Unaudited

at: 06/30/2020

Brian Kelley, City Treasurer

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

Insert Signature:

Brian Kelley

Digitally signed by Brian Kelley
Date: 2020.07.03 12:40:09 -04'00'

	Investment Type	CUSIP	Principal Purchase	Institution or Bank	Contact Name and Number	Purchase Date	Maturity Date	Yield	Remaining Days to Maturity
1	Pooled Investment*	N/A	\$99,481	Michigan Class	Rich Garay - 734.604.1494	03/28/2016		0.41%	
2	18-Month CD	N/A	\$158,681	Northstar Bank	Julie Smith - 810.329.7104	02/13/2019	08/12/2020	2.45%	43
3	365-Day CD	N/A	\$106,284	Grand River Bank	Christy Vierzen - 616.259.1322	06/10/2020	06/11/2021	0.60%	346
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15	* Trust Funds in Pool				Non-City Funds included in MIClass				

Total Investments: \$364,445.88

Average Yield: 1.15%

Cash Activity for the Month

Cash, beginning of month: \$1,572,190.27

Cash, end of month: \$1,533,789.29

Erik J. Wilson, City Manager

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

Insert Signature:

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

CITY OF PLAINWELL

ESTIMATED CASH BALANCE/FUND BALANCE REPORT

MONTH ENDED: **6/30/2020**

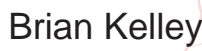
% OF FISCAL YEAR: **100.00%**

FUND	AUDITED FIGURES AS OF MOST RECENT AUDIT *		CURRENT YEAR PERFORMANCE - UNAUDITED ***		ESTIMATED FUND BALANCE (AUDIT FB + ACT REV - ACT EXP)	TOTAL RECONCILED CASH AND INVESTED FUNDS	CURRENT YEAR AMENDED BUDGET EXP	EXPENSE BUDGET USED
	CASH AND INVESTED FUNDS BALANCE	FUND BALANCE	ACTUAL REVENUE YTD - CASH BASIS	ACTUAL EXPENSE YTD - CASH BASIS				
General	358,228	406,559	2,116,432	2,130,837	392,154	318,180	2,325,704	91.62%
Major Streets	134,537	160,432	362,413	532,465	(9,620)	8,468	912,478	58.35%
Local Streets	86,069	63,279	106,667	140,372	29,574	65,210	172,896	81.19%
Solid Waste	26,368	897	172,481	176,925	(3,547)	17,558	198,493	89.13%
Fire Reserve	66,545	66,545	88,397	80,681	74,261	74,261	80,701	99.97%
Airport	23,694	26,902	52,471	51,929	27,444	25,100	52,305	99.28%
Revolving Loan	37,114	62,517	10,415	10,000	62,932	37,529	10,000	100.00%
Capital Improvement	58,423	59,044	132,917	155,948	36,013	36,014	189,947	82.10%
Brownfield BRA	31,460	30,633	170,236	195,634	5,235	5,583	209,101	93.56%
Tax Increment TIFA	70,235	69,678	77,138	55,639	91,177	89,174	59,830	93.00%
Downtown DDA	24,623	22,625	64,741	42,138	45,228	45,670	54,413	77.44%
Sewer	816,042	724,580	1,641,907	1,508,068	858,419	869,765	2,061,132	73.17%
Water	144,104	90,348	540,555	666,474	(35,570)	3,604	848,451	78.55%
Equipment	148,654	143,866	240,149	151,915	232,100	232,067	240,398	63.19%
OPEB**	63,821	64,502	22,201	16,321	70,382	70,052	21,127	77.25%
	<u>2,089,917</u>	<u>1,992,407</u>	<u>5,799,122</u>	<u>5,915,345</u>	<u>1,876,183</u>	<u>1,898,235</u>	<u>7,436,976</u>	<u>79.54%</u>

* - Amounts taken from audited financial statements as of June 30, 2019

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

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

Erik J. Wilson, City Manager	Brian Kelley, City Treasurer
I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate.	I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate.
Insert Signature:	Insert Signature:  Digitally signed by Brian Kelley Date: 2020.07.03 12:41:35 -04'00'

07/09/2020

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL
EXP CHECK RUN DATES 07/13/2020 - 07/13/2020
JOURNALIZED OPEN AND PAID
BANK CODE: UBAP

Vendor Code	Vendor Name	Description	Amount
000004	PLAINWELL AUTO SUPPLY INC		
	2020-06	JUNE 2020 PARTS AND SUPPLIES	27.46
TOTAL FOR: PLAINWELL AUTO SUPPLY INC			27.46
000010	RIDDERMAN & SONS OIL CO INC		
	31139.1	AIRPORT FUEL JUNE 29 2020	61.30
TOTAL FOR: RIDDERMAN & SONS OIL CO INC			61.30
000013	RATHCO SAFETY SUPPLY INC		
	168370	PICKLEBALL 48' X 36' SIGN	144.00
TOTAL FOR: RATHCO SAFETY SUPPLY INC			144.00
000079	ALLEGAN COUNTY NEWS		
	3450	SUMMARIES 05/11, 05/26, 06/08 - PUBLIC NOTICES COU	620.00
TOTAL FOR: ALLEGAN COUNTY NEWS			620.00
000095	ONE WAY PRODUCTS INC		
	728478-1	WR - C FOLD TOWELS	74.82
	730180	C-FOLD TOWELS/BATH TISSUE - DPW	198.34
TOTAL FOR: ONE WAY PRODUCTS INC			273.16
000104	HARDINGS MARKET 380		
	2020.06A	DPS - ICE FOR PROTEST	4.49
	2020.06B	DPS - BABY WIPES 20-1240	2.99
TOTAL FOR: HARDINGS MARKET 380			7.48
000138	AMERICAN OFFICE SOLUTIONS		
	IN237610	DPS COPIER BASE & USAGE THROUGH 6/21/2020	78.84
TOTAL FOR: AMERICAN OFFICE SOLUTIONS			78.84
000153	FLEIS & VANDENBRINK INC		
	56008	SURCHARGE & WATER AMP ASSISTANCE	1,978.00
	56036	SHERWOOD STREET SERVICES THOROUGH 05/29/2020	2,500.72
TOTAL FOR: FLEIS & VANDENBRINK INC			4,478.72
000203	HONEYTREE ARBORIST SERVICES		
	895	SPRING 2020 TREATED 27 ASH TREES	3,600.00
TOTAL FOR: HONEYTREE ARBORIST SERVICES			3,600.00
000531	CUMMINS SALES AND SERVICE		
	S3-77247	SERVICE CALL - FAULT ALARM WR GERNERATOR	372.20
TOTAL FOR: CUMMINS SALES AND SERVICE			372.20
000581	FADER EQUIPMENT INC		

	131709	BELT & FILTER	63.00
TOTAL FOR: FADER EQUIPMENT INC			63.00
000947	WYOMING ASPHALT PAVING INC.		
	2020-038	MATERIALS PURCHASED 5/26/20, 5/27/20	169.06
	2020-059	MATERIALS PURCHASED 06/03/20, 06/04/20	115.26
	2020-077	MATERIALS PURCHASED 06/08/20, 06/11/20	290.70
TOTAL FOR: WYOMING ASPHALT PAVING INC.			575.02
000951	MICHIGAN RURAL WATER ASSOC		
	2020-06	MRWA MEMBERSHIP DUES JULY 2020 - JUNE 2021	735.00
TOTAL FOR: MICHIGAN RURAL WATER ASSOC			735.00
000984	EVOQUA WATER TECHNOLOGIES LLC (SIEM		
	904513466	JUNE 2020 ODOR CONTROL	300.00
TOTAL FOR: EVOQUA WATER TECHNOLOGIES LLC (SIEM			300.00
001041	TELE-RAD INC		
	898129	PALM MIC, SPEAKER MIC(4), CHARGER/CABLE(2), BATTE	821.00
TOTAL FOR: TELE-RAD INC			821.00
001183	JAMES PELL		
	19/20SHOE2	SHOE REIMBURSEMENT	51.94
TOTAL FOR: JAMES PELL			51.94
001215	FLIER'S		
	125817	WR LAB D.I. WATER, CARBON TANK	89.00
	125818	WR LAB D.I. WATER, C/A/MB TANKS	511.00
TOTAL FOR: FLIER'S			600.00
001448	PROFESSIONAL CODE INSPECTIONS		
	6381	JUNE 2020 PERMITS	4,031.00
TOTAL FOR: PROFESSIONAL CODE INSPECTIONS			4,031.00
001536	WASHWELL-STADIUM DRIVE GROUP-SOAP		
	2619	MAY 2020 DRY CLEANING	4.25
TOTAL FOR: WASHWELL-STADIUM DRIVE GROUP-SOAP			4.25
001610	DALE W. HUBBARD, INC (CLEAN EARTH)		
	300526	VACTOR SERVICES 129 FAIRLANE	2,515.80
TOTAL FOR: DALE W. HUBBARD, INC (CLEAN EARTH)			2,515.80
001645	ALEXANDER CHEMICAL CORPORATION		
	25104	DPW - CONTAINER RENTAL FEE	37.25
	25302	DPW - 150LB CYLINDER CHLORINE	164.75
	25348	DPW - CONTAINER RENTAL CREDIT FOR BILLING ERROR I	(33.00)
	25434	DPW - CONTAINER RETURN DEPOSIT	(100.00)
	25781	DPW - LOST ASSET FEE 30G DRUM FROM 2011	21.00
	26263	SULFUR DIOXIDE 3 - 150# CYLINDERS	411.00
	26264	CHLORINE 4 - 150# CONTAINERS	459.00
	26430	CONTAINER RENTAL CHLORINE	35.50
	26431	RENTAL CHLORINE & SULFUR DIOXIDE CONTAINERS	96.00

	26595	WR CONTAINER RETURN	(200.00)
TOTAL FOR: ALEXANDER CHEMICAL CORPORATION			891.50
001669	DR HOOKS SIGNS INC		
	140695	FLOWER PROGRAM PLAQUE - CHAMBER OF COMMERCE	20.00
	140701	DDA NAME PLATE - A. RIDGWAY	20.00
TOTAL FOR: DR HOOKS SIGNS INC			40.00
001815	JEFF GILLILAND		
	19/20SHOE	19/20 SHOE ALLOWANCE	139.98
TOTAL FOR: JEFF GILLILAND			139.98
001854	MODEL FIRST AID,SAFETY & TRAINING		
	0000125638	DPW - SAFETY SUPPLIES(REPLACE EXPIRED), COVID-19 P	247.03
TOTAL FOR: MODEL FIRST AID,SAFETY & TRAINING			247.03
002116	CHARTER COMMUNICATIONS (SPECTRUM)		
	0005188070120	DPW/WR INTERNET THROUGH 7/31/20	114.98
TOTAL FOR: CHARTER COMMUNICATIONS (SPECTRUM)			114.98
002219	CLARK TECHNICAL SERVICES		
	549	JUNE 2020 CITY WIDE IT SERVICES	1,402.50
TOTAL FOR: CLARK TECHNICAL SERVICES			1,402.50
002272	PLAINWELL FLOWERS		
	GOLDTIX	GOLDEN TICKET REIMBURSEMENT	240.00
TOTAL FOR: PLAINWELL FLOWERS			240.00
002281	HOME DEPOT		
	2020.06	JUNE 2020 STATEMENT	259.60
TOTAL FOR: HOME DEPOT			259.60
002391	CYBERMIND INC		
	NET-51062	JULY 2020 WEBHOSTING	49.95
TOTAL FOR: CYBERMIND INC			49.95
002402	STEENSMA LAWN & POWER EQUIPMENT		
	720206	PARTS, #76	72.64
	726967	SERVICE REPAIR CUTOFF SAW	50.00
TOTAL FOR: STEENSMA LAWN & POWER EQUIPMENT			122.64
002442	HOPKINS PROPANE COMPANY		
	62298	PROPANE FOR AIRPORT 06/30/2020	235.37
TOTAL FOR: HOPKINS PROPANE COMPANY			235.37
002650	FUEL MANAGEMENT SYSTEM/PACIFIC PRID		
	90733	DPS FUEL JUNE 16-30, 2020	354.27
TOTAL FOR: FUEL MANAGEMENT SYSTEM/PACIFIC PRID			354.27
002703	CONTINENTAL LINEN SERVICES INC		
	2020.06CH	JUNE 2020 CH RUGS	47.02
	2020.06DPS	JUNE 2020 DPS RUGS	66.54

	2020.06DPW	JUNE 2020 DPW UNIFORMS/RUGS/MISC	237.99
	2020.06WR	JUNE 2020 WR UNIFORMS/RUGS	152.10
TOTAL FOR: CONTINENTAL LINEN SERVICES INC			503.65

002756	ANGELS PEST CONTROL CO		
	2020.06	DPS - ANT/SPIDER PEST CONTROL	285.00
TOTAL FOR: ANGELS PEST CONTROL CO			285.00

003067	HELPLET (BBC-HELPLET)		
	31157	EAP 3RD QUARTER 2020 JULY/AUG/SEPT	299.88
TOTAL FOR: HELPLET (BBC-HELPLET)			299.88

004190	WATERSOLVE LLC		
	8591	SOLVE 137 465# DRUM	975.00
TOTAL FOR: WATERSOLVE LLC			975.00

004212	BILL HILESKI		
	2019/2020SHOE	2019/2020 SHOE ALLOWANCE	175.00
TOTAL FOR: BILL HILESKI			175.00

004223	WIN-911 SOFTWARE		
	235XT450-20200825	ANNUAL SOFTWARE SUPPORT 08/26/20 - 08/25/21	495.00
TOTAL FOR: WIN-911 SOFTWARE			495.00

004241	GHD SERVICES INC		
	1067118	MAY 2020 CITY HALL/COMMON AREA UTILITIES/MAINTENANCE	1,239.15
TOTAL FOR: GHD SERVICES INC			1,239.15

004855	PLAINWELL ACE HARDWARE		
	5501	FERTILIZER	4.99
	5528	GATOR #22	9.99
	5532	FLOWERS - CONCRETE CRACK FILLER, RAID	17.97
	5541	PELL PARK, MISC FASTENERS & HOOK	28.03
	5549	PARKS, GRASS SEED	29.99
	5564	PELL PARK, WEED & SEED	27.99
	5565	SHOVEL	12.99
	5566	FLOWERS, HOSE W/ SHUTOFF	29.98
	5569	FLAP DISC 4-1/2" 40GRIT (2)	19.18
	5570	FASTENERS FOR WELCOME SIGN & BANNER ARMS	13.90
	5583	DPS - STAPLE GUN & STAPLES	13.98
	5605	PAINT LIGHT POLES	50.97
	5606	IRRIGATION HOSES AND INSERTS	2.48
	5607	TRACTOR #82 WIRE ROPE CLIP	3.96
	5609	SALT SOFTENER PELLETS 40# DPS	75.90
	5613	DEEP WOODS OFF	3.99
	5618	CLEANING SUPPLIES DPS	17.97
	5621	IRRIGATION SUPPLIES	17.56
	5635	PICKLEBALL KEYS	17.94
	5657	BRA - KEYS, PAPER TAGS	16.45
	GOLDTIX	GOLDEN TICKET PAYOUT	50.00
TOTAL FOR: PLAINWELL ACE HARDWARE			466.21

004886	REPUBLIC SERVICES (RECYCLE)		
	0249-006790198	RECYCLING SERVICE JULY 2020	2,593.50
TOTAL FOR: REPUBLIC SERVICES (RECYCLE)			2,593.50

004913	CULVER JOE		
	2020.06SHOE2	19/20 SHOE ALLOWANCE (ADJUSTMENT TO PREVIOUS Y	20.78
TOTAL FOR: CULVER JOE			20.78

005015	CHECKALT-KLIK		
	161444	E-LOCKBOX FEES FOR JUNE 2020	141.00
TOTAL FOR: CHECKALT-KLIK			141.00

005017	DOUBLEDEE MECHANICAL LLC		
	3288	MAINTENANCE - CHECK OPERATIONS/CHANGE FILTERS/I	304.00
TOTAL FOR: DOUBLEDEE MECHANICAL LLC			304.00

005021	ROBERT DARVAS ASSOCIATES PC		
	15610	STRUCTURAL ENGINEERING - MILL DEMO	1,723.24
TOTAL FOR: ROBERT DARVAS ASSOCIATES PC			1,723.24

005025	ZEINSTR GREENHOUSE		
	1187	FERTILIZER 3 BAGS	120.00
TOTAL FOR: ZEINSTR GREENHOUSE			120.00

005035	DOMINION VOTING SYSTEMS INC		
	DVS134696	PRECINCT TABULATOR & ACCESSORIES - AVCB	2,999.21
TOTAL FOR: DOMINION VOTING SYSTEMS INC			2,999.21

005038	BARNES & THORNBURG LLP		
	2361664.1	MAY 2020 LEGAL SERVICES	85.50
TOTAL FOR: BARNES & THORNBURG LLP			85.50

005040	US INTERNET		
	120-050092-0002.1	SECURENCE SUITE 07/14-08/13/2020	70.00
TOTAL FOR: US INTERNET			70.00

005043	TIME SAVES LIVES LLC		
	02071	AED PHILIPS HEARTSTART - PICKELBALL COURTS	890.00
TOTAL FOR: TIME SAVES LIVES LLC			890.00

REFUND UB	FARMER, JOSH & ALISSA		
	06/30/2020	UB refund for account: 06-00088002-02	2.12
	06/30/2020	UB refund for account: 03-00042300-00	63.65
TOTAL FOR: KIEL, DAVID			65.77

TOTAL - ALL VENDORS			36,909.88

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: 2020.07.09 13:24:20 -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: 2020.07.10
09:36:14 -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: 2020.07.09
16:20:40 -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:

**Robert
Nieuwenhuis**

Digitally signed by Robert
Nieuwenhuis
Date: 2020.07.09
14:15:47 -04'00'

Erik J. Wilson, City Manager

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

Insert Signature:

07/09/2020


CHECK REGISTER FOR CITY OF PLAINWELL
CHECK DATE FROM 06/22/2020 - 07/15/2020

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank CBGEN Chemical Bank - General AP Account					
Check Type: EFT Transfer - Automatic Payments					
06/25/2020	CBGEN	1765(E)	FIRST NATIONAL BANK (CREDIT CARD)	CHEMICAL BANK CREDIT CARD STMT 06/23/2020	2,198.63
07/02/2020	CBGEN	1766(E)	WORLDPAY	TSYS WORLDPAY FARMERS MARKET CREDIT CARD	59.95
07/06/2020	CBGEN	1767(E)	UNITED HEALTHCARE INSURANCE COMPANY	RETIREE HEALTH INSURANCE JULY 2020 - WHI	215.49
07/06/2020	CBGEN	1768(E)	UNITED HEALTHCARE INSURANCE COMPANY	RETIREE HEALTH INSURANCE JULY 2020 - TOW	208.32
Total EFT Transfer:					2,682.39
Bank UBAP United Bank - General Checking					
Check Type: EFT Transfer - Automatic Payments					
07/15/2020	UBAP	142(E)	CITY OF PLAINWELL	JULY 2020 CITY UTILITY BILLS	1,537.18
07/03/2020	UBAP	143(E)	CENTURYLINK	JUNE 2020 LONG DISTANCE	0.97
07/06/2020	UBAP	144(E)	STATE OF MICHIGAN	JUNE 2020 AIRPORT FUEL SALES TAX	97.49
Total EFT Transfer:					1,635.64
Check Type: Paper Check - Manual Checks					
06/22/2020	UBAP	15995	ALLEGAN AREA EDUCATION SVC AGENCY	2018 DELINQUENT PERSONALS COLLECTED THRO	5,526.12
06/22/2020	UBAP	15996	ALLEGAN COUNTY TREASURER	2018 DELINQUENT PERSONALS COLLECTED THRO	6,504.34
06/22/2020	UBAP	15997	PLAINWELL COMMUNITY SCHOOLS	2018 DELINQUENT PERSONALS COLLECTED THRO	8,684.33
06/22/2020	UBAP	15998	RANSOM DISTRICT LIBRARY	2018 DELINQUENT PERSONALS COLLECTED THRO	2,464.34
06/22/2020	UBAP	15999	STATE OF MICHIGAN	2019 PILOT DISTRIBUTION	38,234.84
06/24/2020	UBAP	16138	WILLIAM CRISPE COMMUNITY HOUSE	CRISPE TRUST CD INTEREST JUNE 2020	173.67
06/25/2020	UBAP	16139	AT&T - SBC	PHONES THROUGH 07/12/2020	1,039.14
06/25/2020	UBAP	16140	MICHIGAN GAS UTILIITIES CORP	140 FORBES GAS UTILITY THROUGH 06/10/20	58.95
06/25/2020	UBAP	16141	VERIZON	UTILITY MACHINE CELL SERVICE 5/11/20 - 6	262.08
06/30/2020	UBAP	16142	POSTMASTER	2020 SUMMER TAX POSTAGE	752.50
07/01/2020	UBAP	16143	C.O.P.S. HEALTH TRUST	JULY 2020 DENTAL & VISION	261.06
07/01/2020	UBAP	16144	MADISON NATIONAL LIFE INSURANCE CO	JULY 2020 LIFE INSURANCE COVERAGE	99.88
07/01/2020	UBAP	16145	PRIORITY HEALTH	JULY 2020 HEALTH INSURANCE PREMIUM	19,534.42
07/01/2020	UBAP	16146	RICHMOND, MICHAEL J	ASSESSING SERVICES JULY 2020	1,500.00
06/29/2020	UBAP	16147	POSTMASTER	TO MAIL UTILITY BILLS	579.00
07/01/2020	UBAP	16149	MML WORKERS COMP FUND	2020/2021 WORKERS COMP INSURANCE	34,086.00
07/02/2020	UBAP	16150	VERIZON	EOC / DPS PHONES MAY 24 TO JUNE 23, 2020	804.75
07/02/2020	UBAP	16151	CHARTER COMMUNICATIONS (SPECTRUM)	DPS PHONES/INTERNET/TV THROUGH 07/18/202	446.60

07/02/2020	UBAP	16152	PITNEY BOWES/PURCHASE POWER	POSTAGE ON METER 5/27/20, 5/28/20	554.00
07/06/2020	UBAP	16153	CONSUMERS ENERGY	ELECTRICTY - JUNE 2020	16,381.74
07/06/2020	UBAP	16154	REPUBLIC WASTE SERVICES	DPW/CITY GARBAGE/RECYCLE JULY 2020	892.30
07/06/2020	UBAP	16155	WILLIAM CRISPE COMMUNITY HOUSE	CRISPE TRUST CD INTEREST 6/19/20 -6/29/2	2.51
07/08/2020	UBAP	16156	STATE OF MICHIGAN	WATER SAMPLES - LEAD & COPPER(12), TTHM,	698.00
					<hr/>
Total Paper Check:					139,540.57
					<hr/>

REPORT TOTALS:		
Total of 30 Checks:		143,858.60
Less 0 Void Checks:		0.00
Total of 30 Disbursements:		<hr/> 143,858.60 <hr/>

Off Cycle Payment Authorization

Brian Kelley, City Clerk/Treasurer
<p>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.</p>
<p>Insert Signature:</p> <div style="text-align: right; margin-top: 20px;">  <p>Digitally signed by Brian Kelley Date: 2020.07.09 23:39:55 -04'00'</p> </div>

Erik J. Wilson, City Manager
<p>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.</p>
<p>Insert Signature:</p>

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-20766**

- Consumers Energy Company requests Michigan Public Service Commission's approval for reconciliation of its 2019 demand response program costs.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A pre-hearing will be held:

DATE/TIME: **Thursday, July 16, 2020 at 9:00 AM**

BEFORE: **Administrative Law Judge Sally Wallace**

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

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

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) June 1, 2020 application requesting the Commission to approve: 1) the reconciliation of its 2019 Demand Response (DR) program costs; 2) the recovery of the \$883,812 under-recovered DR revenue requirement through a 12-month surcharge to be implemented beginning with the January 2021 billing cycle; 3) Consumers Energy's financial incentive of \$2,446,817 for 2019, and the recovery of the financial incentive through a surcharge to be implemented beginning with the January 2021 billing cycle for a period of 12 months; 4) Consumers Energy's proposed revisions to the financial incentive mechanism to apply in the 2020 DR program year; 5) Consumers Energy's proposed DR pilots; and 6) other relief.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by July 9, 2020. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

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

Requests for adjournment must be made pursuant to 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 Consumers Energy Company's application may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 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.

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

Reports & Communications:

A. GHD – Proposal for Construction Oversight and Project Support

Related to the Mill Demolition Project, GHD submitted a quote for professional services in the amount of \$505,780.00 for construction oversight, reporting and project support. GHD has been the city's development partner for the entirety of the city's involvement with the Mill.

Recommended action: Consider approving a professional services agreement with GHD for construction oversight and project support for the Mill Demolition Project in the amount of \$505,780.00, and authorize the City Manager to execute all documents on behalf of the city.

B. Air Monitoring – Mill Site

During the Mill Demolition Project, asbestos will be abated and removed. Accordingly, the air will need to be sampled and monitored to ensure containment of the asbestos. Analytical Testing & Consulting Services Inc. has provided similar services in the past and submitted a quote for cost per house and per sample. GHD estimates the cost of the project at \$39,000.00

Recommended action: Consider approving a professional services quote from Analytical Testing & Consulting Services Inc. for air monitoring and sampling during the Mill Demolition Project at an estimated cost of \$39,000.00.

C. Resolution 2020-18 – Grant Funding Request:

As part of the CARES Act, the State of Michigan has made funds available for reimbursing certain Public Safety and Public Health wages earned in April and May 2020. The application process requires the city to make certain representations by the city's authorized representative. The proposed resolution specifically identifies the City Manager as the Council's authorized representative for purposes of applying for the funding.

Recommended action: Consider adopting Resolution 2020-18 as presented.

Reminder of Upcoming Meetings

- July 23, 2020 – Allegan County Board of Commissioners – 1:00pm
- July 15, 2020 – Plainwell Planning Commission – 7:00pm
- July 14, 2020 – Plainwell DDA/BRA/TIFA Board – 7.30am
- July 27, 2020 – Plainwell City Council – 7:00pm

Non-Agenda Items / Materials Transmitted

- Notice of Public Hearing – Consumers Energy – July 16, 2020, 9:00am