

# 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”

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## AGENDA

### Plainwell City Council

Monday, October 11, 2021 - 7:00PM

**PLAINWELL CITY HALL COUNCIL CHAMBERS**

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes** – September 27, 2021 Regular Meeting
6. **General Public Comments**
7. **Presentation** – 2021 Chris Haas Volunteer of the Year Award
8. **County Commissioner Report**
9. **Agenda Amendments**
10. **Mayor's Report**
11. **Recommendations and Reports:**
  - A. **Public Hearing** – Darby Metal Treating, Inc. IFT Application – Resolution 2021-16  
Council will hold a Public Hearing to receive comment on the Act 198 Application from Darby Metal Training, Inc. for \$875,725 in real property for 12 years.
  - B. **WR – Door Replacement**  
Council will consider approving a project to replace four (4) single and two (2) double doors at the Water Renewal Facility with Bommersheim Window & Door in the amount of \$42,980.96.
  - C. **DPW – Truck 12 Repairs**  
Council will consider approving additional repairs to Truck 12 engine to be done by M & C at an estimated amount of \$16,880.00.
12. **Communications:** The September 2021 Investment and Fund Balance Reports, and the Draft Minutes from the September 30, 2021 Otsego/Plainwell Small Urban Meeting.
13. **Accounts Payable - \$174,058.28**
14. **Public Comments**
15. **Staff Comments**
16. **Council Comments**
17. **Adjournment**

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

**MINUTES**  
**Plainwell City Council**  
**September 27, 2021**

1. Mayor Keeler called the regular meeting to order at 7:00 PM in City Hall Council Chambers.
2. Steve Smail from Lighthouse Baptist Church gave the invocation.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Overhuel, Councilmember Keeney and Councilmember Wisnaski. Absent: None.
5. Approval of Minutes/Summary:  
**A motion by Steele, seconded by Overhuel, to accept and place on file the Council Minutes of the 09/13/2021 special and regular meetings. On a voice vote, all voted in favor. Motion passed.**
6. Public Comment: None
7. County Commissioner Report: None
8. Agenda Amendments: None
9. Mayor's Report: None  
Mayor Keeler reported great progress with installation of the Noon Whistle.
10. Recommendations and Reports:
  - A. Included with the budget was the purchase of a replacement salt truck for the DPW Fleet. Superintendent Nieuwenhuis has been shopping and found a used vehicle that once belonged to City of Midland. The vehicle has been inspected and meets the city's needs. Should the purchase be approved, the 1994 Ford dump truck could be sold at auction. Councilmember Overhuel suggested keeping the 1994 for use in leaf pickups as opposed to renting a truck, as has been past practice. Council agreed the 1994 truck should be retained. Pickup truck #4 could be sold at auction subject to Council approval, as this truck has been replaced by a former Water Renewal vehicle.  
**A motion by Keeney, seconded by Wisnaski, to approve the purchase of a 2007 IHC Dump Truck from Midwest Trailer and Equipment for \$42,515.00 and the auction of Truck 4. On a roll call vote, all voted in favor. Motion passed.**
  - B. City Manager Wilson had provided in the Council Packet an update about code enforcement actions at the former Clark Station at 204 S. Main. The property owner agreed to a court order mandating he correct the enforcement issues, but the deadline for the order has passed. Council considered options for rehabilitating the property, focusing on the fuel tanks. Inquiries were made about how many tanks, the fuel level in each, and whether there is ongoing contamination. The Council is concerned about legal and environmental concerns.  
**A motion by Wisnaski, seconded by Keeney, to direct the city to undertake initial low-cost options to address landscaping, littering and public safety issues to secure the property. On a roll call, all voted in favor. Motion passed.**

11. Communications: None

**A.**

12. Accounts Payable:

**A motion by Wisnaski, seconded by Steele, that the bills be allowed and orders drawn in the amount of \$190,052.74 for payment of same. On a roll call vote, all in favor. Motion passed.**

13. Public Comments: None

14. Staff Comments

Superintendent Nieuwenhuis noted that hydrants will be flushed on October 8, and loose leaf pickup will begin the following week. He also reported the department has moved Wade Keyzer into the Water Operator position and Rodd Leonard to the full-time Equipment Operator position vacated by Keyzer.

Community Development Manager Siegel noted working on seeking funding for the River to River Trail. She also gave a report on discussions with the industrial park occupants who are seeking funding for fiber-optic and road infrastructure improvements. She also noted a house on East Hill Street that has been refurbished and available on Air BnB.

Superintendent Pond gave a report on lift station maintenance.

Director Bomar reported working on the final stages of choosing a candidate for the full-time Public Safety Officer position. He thanked Personnel Manager Sandy Lamorandier for going above and beyond helping.

Clerk/Treasurer Kelley reported working on the auditors for the upcoming site visit in two weeks. He noted having attending treasurer and clerk trainings last week.

15. Council Comments:

Councilmember Keeney asked about Old Orchard sewer installation.

Councilmember Overhuel reminded Superintendent Nieuwenhuis to seek cover for the 1994 Ford.

Mayor Pro Tem Steele expressed concern for a school family who lost their home in a recent fire.

16. Adjournment:

**A motion by Keeney, seconded by Wisnaski, to adjourn the meeting at 7:47 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 11, 2021  
\_\_\_\_\_  
Brian Kelley, City Clerk

*2021*

*Chris Haas*

*Volunteer of  
the Year*

EJ Hart has been a lifelong fixture in our communities. I say communities because it doesn't matter whether you're from Plainwell, Otsego, Martin, Kalamazoo, Richland, Wayland, or Allegan, EJ is willing to donate to your or your child's school, extracurricular activity, or any project you might be working on. He's always willing to do whatever it takes to make a project come to fruition. Owner of Hart's Jewelry for 37 years, taking it over after his father's passing, EJ's seen probably 100's of businesses and projects come and go. Always a steady, even keeled voice in any meeting, people have looked to his business acumen for years.

EJ has been a part of and supported Sylvias place, Plainwell Days, The Music Society, The Arts Council, ASPCA, Richland Animal Rescue, Plainwell Dog Park, Michigan Youth Challenge Academy, The Downtown Development Association, The Island City Downtown Merchants Group, as well as Plainwell, Otsego and Martins yearbooks, Musicals, Homecomings and Snowcomings.

Thank you for considering my friend and boss, EJ Hart!



**Resolution 2021-16**  
**City of Plainwell**  
**Allegan County, Michigan**

**A RESOLUTION REGARDING THE GRANTING OF ACT 198 TAX EXEMPTION TO  
DARBY METAL TREATING, INC., 892 WAKEFIELD STREET, PLAINWELL, MI.**

**WHEREAS**, the City of Plainwell established, pursuant to Act 198 of the Michigan Public Acts of 1974, an Industrial Development District as defined in said Act on the 28th day of October, 1985 with the adoption of Resolution 85-34, and

**WHEREAS**, Darby Metal Treating, Inc., 892 Wakefield Street, Plainwell, Michigan 49080, the applicant, filed with the Clerk of the City of Plainwell, Allegan County, Michigan, an Application for an Industrial Facilities Exemption Certificate on August 30, 2021; and

**WHEREAS**, the City Clerk has notified in writing the City Assessor of the City of Plainwell and the legislative body of each taxing unit which levies ad valorem property taxes in the unit of a Public Hearing on this application scheduled for October 11, 2021 at 7:00 p.m. and

**WHEREAS**, notice of said hearing was also published in the Union Enterprise on September 23, 2021; and

**WHEREAS**, a Public Hearing was held on October 11, 2021 by the local legislative body to afford a hearing to the applicant, City Assessor and representatives of the affected taxing units; and

**WHEREAS**, the City Council of the City of Plainwell, Michigan, after a hearing thereon, determined that the granting of the Industrial Facility Exemption Certificate considered together with the aggregate amount of Industrial Facilities Exemption Certificates previously granted and currently in force shall not have the affect of substantially impeding the operation of the local government unit or impairing the financial soundness of a taxing unit which levies an ad valorem property tax in the local governmental unit in which the facility is located or to be located; and

**WHEREAS**, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Plainwell, after granting this certificate, will not exceed 5% of an amount

equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted; and

**WHEREAS**, the City Council of the City of Plainwell, Michigan, has determined that the applicant has complied with all requirements as stated in Section 9 (2) of Act 198 of the Michigan Public Acts of 1974, as amended; and

**WHEREAS**, the City Council of the City of Plainwell, Michigan desires to approve the application submitted herein:

**NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:**

That the City Council of the City of Plainwell, Michigan hereby approves the application of Darby Metal Treating, Inc, 892 Wakefield Street, Plainwell, Michigan 49080, Act 198 for Industrial Facilities Exemption for \$875,725 in real property for twelve years.

YES:

NO:

ABSENT:

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Brian Kelley, City Clerk

**CERTIFICATE:**

STATE OF MICHIGAN  
COUNTY OF ALLEGAN

I, the undersigned do hereby certify the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Plainwell, Michigan at a regular meeting of the City Council held on the 11<sup>th</sup> day of October, 2021.

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Brian Kelley, City Clerk

August 4, 2021

Brian Kelley, City Clerk  
City of Plainwell  
211 North Main Street  
Plainwell, MI 49080

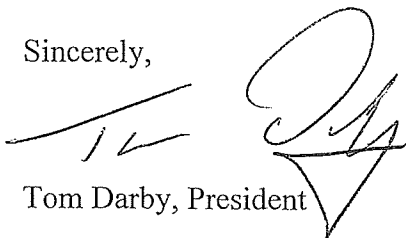
Dear Clerk Kelley:

Please find enclosed the original and two (2) copies of a P.A. 198 Tax Abatement Application for Darby Metal Treating, Inc. We are an established woman-owned metal heat treating facility serving companies in the aerospace, automotive, medical, and tool and die industries. Services we offer include furnace brazing, vacuum heat treating, stress relieving, and cryogenics, among many others.

Proposed is an approximate 15,650 square foot expansion of our current facility in the City of Plainwell. This project is expected to create 8-10 new jobs over the next two years.

If you have any questions or need any additional information in the review of our application, please call me at 269-685-3091 or email me at [tdarby@tmdmach.com](mailto:tdarby@tmdmach.com). Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom Darby', is written over a horizontal line. The signature is stylized and cursive.

Tom Darby, President

Enclosures

cc: Greg King, Lakeshore Advantage



# Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

**INSTRUCTIONS:** File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-335-7460.

| To be completed by Clerk of Local Government Unit |                               |
|---|-------------------------------|
| Signature of Clerk                                | ▶ Date Received by Local Unit |
| STC Use Only                                      |                               |
| ▶ Application Number                              | ▶ Date Received by STC        |

**APPLICANT INFORMATION**  
All boxes must be completed.

|   |   |                                   |
|---|---|-----------------------------------|
| ▶ 1a. Company Name (Applicant must be the occupant/operator of the facility)<br><b>Darby Metal Treating, Inc.</b>   | ▶ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code)<br><b>3398</b> |                                   |
| ▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location)<br><b>892 Wakefield Street, Plainwell, MI 49080</b>   | ▶ 1d. City/Township/Village (indicate which)<br><b>City of Plainwell</b>                            | ▶ 1e. County<br><b>Allegan</b>    |
| ▶ 2. Type of Approval Requested<br><input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer<br><input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6))<br><input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment | ▶ 3a. School District where facility is located<br><b>Plainwell Community Schools</b>               | ▶ 3b. School Code<br><b>03010</b> |
| ▶ 4. Amount of years requested for exemption (1-12 Years)<br><b>12 Years After Completion</b>   |   |                                   |

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Darby Metal Treating, Inc. is an established woman-owned metal heat treating facility serving companies in the aerospace, automotive, medical, and tool and die industries. Proposed is an approximate 15,650 square foot expansion of our current facility in order to accommodate our business growth.

|  |   |                                |
|--|---|--------------------------------|
| 6a. Cost of land and building improvements (excluding cost of land).....   | ▶ | <u>\$875,725</u>               |
| * Attach list of improvements and associated costs.<br>* Also attach a copy of building permit if project has already begun. |   |                                |
| 6b. Cost of machinery, equipment, furniture and fixtures.....  | ▶ | <u>\$0</u>                     |
| * Attach itemized listing with month, day and year of beginning of installation, plus total                                  |   |                                |
| 6c. Total Project Costs.....   | ▶ | <u>\$875,725</u>               |
| * Round Costs to Nearest Dollar  |   |                                |
|  |   | Total of Real & Personal Costs |

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

|                                  |                           |                         |   |
|----------------------------------|---------------------------|-------------------------|---|
|                                  | <u>Begin Date (M/D/Y)</u> | <u>End Date (M/D/Y)</u> |   |
| Real Property Improvements ▶     | <u>07/01/2021</u>         | <u>06/30/2023</u>       | ▶ <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased |
| Personal Property Improvements ▶ |                           |                         | ▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased            |

▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption.  Yes  No

|   |  |
|---|--|
| ▶ 9. No. of existing jobs at this facility that will be retained as a result of this project.<br><b>0</b> | ▶ 10. No. of new jobs at this facility expected to create within 2 years of completion.<br><b>8-10</b> |
|---|--|

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

|  |           |
|--|-----------|
| a. TV of Real Property (excluding land) .....          | <u>NA</u> |
| b. TV of Personal Property (excluding inventory) ..... | _____     |
| c. Total TV .....                                      | _____     |

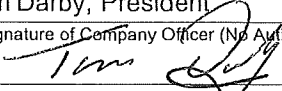
▶ 12a. Check the type of District the facility is located in:  
 Industrial Development District       Plant Rehabilitation District

|   |   |
|---|---|
| ▶ 12b. Date district was established by local government unit (contact local unit)<br><b>10/28/1985</b> | ▶ 12c. Is this application for a speculative building (Sec. 3(8))?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
|---|---|

**APPLICANT CERTIFICATION - complete all boxes.**

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

|   |   |   |  |
|---|---|---|--|
| 13a. Preparer Name<br>Greg King   | 13b. Telephone Number<br>(616) 772-5226 | 13c. Fax Number                         | 13d. E-mail Address<br>greg.king@lakeshoreadva |
| 14a. Name of Contact Person<br>Tom Darby  | 14b. Telephone Number<br>(269) 685-3091 | 14c. Fax Number<br>(269) 685-3093       | 14d. E-mail Address<br>tdarby@tmdmach.com      |
| ▶ 15a. Name of Company Officer (No Authorized Agents)<br>Tom Darby, President   |   |   |  |
| 15b. Signature of Company Officer (No Authorized Agents)<br> |   | 15c. Fax Number<br>(269) 685-3093       | 15d. Date<br>8/26/21                           |
| ▶ 15e. Mailing Address (Street, City, State, ZIP Code)<br>892 Wakefield Street, Plainwell, MI 49080   |   | 15f. Telephone Number<br>(269) 685-3091 | 15g. E-mail Address<br>tdarby@tmdmach.com      |

**LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.**

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

|  |  |   |  |
|--|--|---|--|
| ▶ 16. Action taken by local government unit<br><input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12)<br>After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Denied (Include Resolution Denying)   |  | 16b. The State Tax Commission Requires the following documents be filed for an administratively complete application:<br><b>Check or Indicate N/A if Not Applicable</b><br><input type="checkbox"/> 1. Original Application plus attachments, and one complete copy<br><input type="checkbox"/> 2. Resolution establishing district<br><input type="checkbox"/> 3. Resolution approving/denying application.<br><input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant)<br><input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant)<br><input type="checkbox"/> 6. Building Permit for real improvements if project has already begun<br><input type="checkbox"/> 7. Equipment List with dates of beginning of installation<br><input type="checkbox"/> 8. Form 3222 (if applicable)<br><input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable) |  |
| 16a. Documents Required to be on file with the Local Unit<br><b>Check or Indicate N/A if Not Applicable</b><br><input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district.<br><input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing.<br><input type="checkbox"/> 3. List of taxing authorities notified for district and application action.<br><input type="checkbox"/> 4. Lease Agreement showing applicants tax liability. |  |   |  |
| 16c. School Code   |  |   |  |
| 17. Name of Local Government Body  |  | ▶ 18. Date of Resolution Approving/Denying this Application   |  |

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

|  |                    |                     |
|--|--------------------|---------------------|
| 19a. Signature of Clerk                                      | 19b. Name of Clerk | 19c. E-mail Address |
| 19d. Clerk's Mailing Address (Street, City, State, ZIP Code) |                    |                     |
| 19e. Telephone Number  | 19f. Fax Number    |                     |

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

For faster service, email the completed application and additional required documentation to [PTE@michigan.gov](mailto:PTE@michigan.gov).

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury  
State Tax Commission  
PO Box 30471  
Lansing, MI 48909

| STC USE ONLY |                   |                       |                 |                     |
|--------------|-------------------|-----------------------|-----------------|---------------------|
| ▶ LUCI Code  | ▶ Begin Date Real | ▶ Begin Date Personal | ▶ End Date Real | ▶ End Date Personal |

Resolution 85-34

At a regular meeting of the City Council of the City of Plainwell, Allegan County, Michigan, held at the City Hall at 141 North Main Street, Plainwell, Michigan, on the 28th day of October, 1985 at 8:00 P.M., local time:

PRESENT: Mayor Barber, Councilman Jackson, Councilman Warnez, Councilman Carten.

ABSENT: Councilman Higgs

After certain other matters of business were completed and a Public Hearing was held and completed pursuant to the matters hereinafter stated, the following Resolution was offered by Councilman Carten and supported by Councilman Warnez :

Resolution 85-34

WHEREAS, the City of Plainwell is a Michigan Municipal Corporation and local governmental unit which levies ad valorem taxes at a rate which, when taken together with the rates of ad valorem taxes levied by the other taxing authorities which levy taxes within the local governmental unit, exceeds \$30.00 for each \$1,000.00 of State Equalized Valuation as determined under Act 44 of the Public Acts of 1911, as amended; and

WHEREAS, Act 198 of the Michigan Public Acts of 1974, as amended, provides that a local governmental unit, to-wit, the City of Plainwell, may provide for the establishment of an Industrial Development District as provided for in said Act; and

WHEREAS, the City Council of the City of Plainwell determined that it was desirous of holding a Public Hearing pursuant to the provisions of said Act 198 of the Public Acts of 1974 for the purpose of establishing an Industrial Development District in the City of Plainwell, Allegan County, Michigan, which district would include the following described property:

All that part of the West ½ of the Southeast ¼ of Section 20, Town 1 North, Range 11 West, Allegan County Michigan, lying East of the Penn Central Railroad ROW being more particularly described as follows; Commencing at the South ¼ post of Section 20, Town 1 North, Range 11 West, thence running North 89° 48' 33" East along the South line of said Section 54.87 feet to the East line of the Penn Central Railroad ROW thence North 00° 19' 13" East along said East line 2617.56 feet to the centerline of Miller Road; thence South 65° 17' 47" East along said centerline 225.05 feet, thence South 00° 19' 13" West, 743.02 feet; thence East 509.0 feet; thence South 00° 19' 13" East parallel with the East line of said Railroad ROW 1778.12 feet to the South line of said Section; thence South 89° 48' 33" West 714.0 feet to the place of beginning. Excepting and reserving however the Northerly 33.0 feet for highway purposes.

The above described parcel contains 32.8 acres more or less.

Also:

Commencing at the North ¼ post of Section 29, T1N, R11W, thence North 89° 43' 13" East along the North line of said Section, 318.52 feet for the place of beginning of land hereinafter described: Continuing thence North 89° 43' 13" East along said North line, 998.34 feet, thence South 0° 03' 40" East, 725.70 feet; thence North 89° 45' 49" East, 167.85 feet; thence South 0° 03' 40" East,

594.0 feet to the South line of the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of said Section; thence South  $89^{\circ} 45' 49''$  West thereon 1172.40 feet, thence North  $0^{\circ} 12' 31''$  East, 1318.96 feet to the place of beginning. The above plat contains 17 lots (32.62 acres).

Also:

Commencing at the Northeast corner of Section 29, T1N, R11W; thence South  $89^{\circ} 43' 13''$  West along the North line of said Section, 330.00 feet for the place of beginning of the land hereinafter described; thence South  $00^{\circ} 05' 24''$  East Parallel to the East line of said Section 132.00 feet; thence North  $89^{\circ} 43' 13''$  East 330.00 feet to the East line of said Section; thence South  $00^{\circ} 05' 24''$  East thereon, 660.71 feet; thence South  $89^{\circ} 45' 49''$  West, 330.00 feet; thence South  $00^{\circ} 05' 24''$  East 528.00 feet; thence South  $89^{\circ} 45' 49''$  West, 853.92 feet; thence North  $00^{\circ} 03' 40''$  West, 594.00 feet; thence South  $89^{\circ} 45' 49''$  West, 167.85 feet; thence North  $00^{\circ} 03' 40''$  West, 725.70 feet to the North line of said Section; thence North  $89^{\circ} 43' 13''$  East, 1021.16 feet to the place of beginning. The above plat contains 15 lots (33.67 acres).

All the above property is located in the City's Industrial Parks #1 and #2 and the unplatted portion lying immediately north and upon which plant rehabilitation or industrial development may occur as defined in said Act 198; and

WHEREAS, written notice was forwarded to the above described owners of the real estate situated within the proposed Industrial Development District at their addresses, notifying them that a Public Hearing would be held on October 28, 1985 at 8:00 P.M. in the meeting room of the City Council at the City Hall for the City of Plainwell, Allegan County, Michigan, at 141 North Main Street, Plainwell, Michigan; and

WHEREAS, notice to the taxpayers and residents of the City of Plainwell with respect to said hearing was published in the Union Enterprise, a newspaper of general circulation within the City of Plainwell and County of Allegan, said publication appearing on the 16th and 23rd days of October, 1985, and providing for the notice described in Schedule A attached hereto; and

WHEREAS, a Public Hearing was held on the 28th day of October, 1985 by the City Council of the City of Plainwell, at which time owners of the above described parcel of real estate situated within the proposed Industrial Development District appeared, and other interested residents and taxpayers of the City of Plainwell, and testimony from them being offered and considered by the City Council; and

WHEREAS, the City Council of the City of Plainwell desires that an Industrial Development District be established pursuant to Act 198 of the Michigan Public Acts of 1974 for the hereinabove described property;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the City of Plainwell hereby establishes pursuant to Act 198 of the Michigan Public Acts of 1974, an Industrial Development District as defined in said Act for the above described property situated within the City of Plainwell, County of Allegan, and State of Michigan;

Resolution 85-34  
Establishing 198 District (Industrial Parks)  
Page 3

YES: Mayor Barber, Councilman Jackson, Councilman Carten, Councilman Warnez

NO:                                 none                                

ABSENT:                                 Councilman Higgs                                

Resolution Declared Adopted:

October 28, 1985

William R. Stewart  
William R. Stewart, City Administrator

CERTIFICATE:

STATE OF MICHIGAN)  
COUNTY OF ALLEGAN)

I, the undersigned, the duly qualified and acting City Clerk of the City of Plainwell, Allegan County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council at a regular meeting of the City Council held on the 28th day of October, 1985, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 28th day of October 1985.

William R. Stewart  
William R. Stewart, City Clerk

Jurisdiction of  
**Plainwell City**

# BUILDING PERMIT

DEPT. FILE COPY  
AMOUNT PAID **PAID CK#19491**  
VALIDATION

Telephone No. 269.506.2024

DATE 7-1-21

PERMIT NO. 21016

x APPLICANT Hoyt Construction Company ADDRESS P.O. Box-8 Sealed Plans  
(NO.) (STREET) (CONTR'S LICENSE)  
Three Rivers, MI 49093

PERMIT TO Erect Building Addition ( 1 ) STORY Manufacturing Plant Addition NUMBER OF DWELLING UNITS N/A  
(TYPE OF IMPROVEMENT) (NO.) (PROPOSED USE)

AT (LOCATION) 892 Wakefield ZONING DISTRICT N/G  
(NO.) (STREET)  
BETWEEN Back of Industrial Park AND \_\_\_\_\_  
(CROSS STREET) (CROSS STREET)

SUBDIVISION \_\_\_\_\_ LOT # \_\_\_\_\_ PARCEL # N/G LOT SIZE \_\_\_\_\_

BUILDING IS TO BE 180' FT. WIDE BY 90' FT. LONG BY 22' FT. IN HEIGHT AND SHALL CONFORM IN CONSTRUCTION

TO TYPE II-B USE GROUP F-2 BASEMENT WALLS OR FOUNDATION Reinforced Concrete  
(TYPE)

EXPIRATION OF PERMIT: A permit remains valid as long as work is progressing and inspections are requested and conducted. A permit shall become invalid if the authorized work is not commenced within six months after issuance of the permit or if the authorized work is suspended or abandoned for a period of six months after the time of commencing the work. A PERMIT WILL BE CANCELLED WHEN NO INSPECTIONS ARE REQUESTED AND CONDUCTED WITHIN SIX MONTHS OF THE DATE OF ISSUANCE OR THE DATE OF A PREVIOUS INSPECTION. CANCELLED PERMITS CANNOT BE REINSTATED.

REMARKS: \* Construct this Building to the 2015 Michigan Building Code Requirements. ZONING # D.S. 2.5.21  
\* Occupancy Load: 153-People SEPTIC # Existing Hook Up  
SOIL EROSION # N/A  
Water: Existing Hook Up  
Driveway: Existing  
Drain Comm: Site Plan  
Knox-Box: N/A

\* Building Official Contact: brietkerk@pcimi.com

\* Special Inspection Reports on Soil Compaction, Rebar, Concrete, and Steel Connections are Required

If work is started before permit is applied for, an additional fee will be charged.

\* Building is to be Fully Sprinkled, Including Existing Building

\* Shop Drawings are Required for Review Approval. Plan Review Fee 911.00

Deposit \_\_\_\_\_

Permit Fee 3,734.00

\* This Project is Subject to All Field Inspection Corrections. Total 4,645.00

AREA OR VOLUME 15,650-sf ESTIMATED COST \$ 911,000.00  
(CUBIC / SQUARE FEET) (INCLUDING LABOR)

OWNER Karen Darby PH. # 269.685.3091

ADDRESS 3447 West B-Avenue Plainwell, MI 49080

Darby Metal Treating, Inc.  
892 Wakefield Street, Plainwell, MI 49080

**Section 6a. LAND AND BUILDING IMPROVEMENTS**

| <u>Description</u>                           | <u>Cost</u> |
|--|-------------|
| Exterior Construction, Doors & Windows       | \$280,440   |
| Site Work & General Conditions               | \$146,430   |
| Electrical                                   | \$126,210   |
| Concrete & Masonry                           | \$120,410   |
| Fire Protection                              | \$82,350    |
| Excavation & Site Preparation                | \$59,760    |
| Special Construction                         | \$22,650    |
| Insulation                                   | \$19,075    |
| HVAC   | \$8,000     |
| Plumbing                                     | \$7,900     |
| Architectural, Permits & Utility Connections | \$2,500     |

**6a. Subtotal** \$875,725

**Section 6b. NEW MACHINERY, EQUIPMENT, FURNITURE AND FIXTURES**

| <u>Expected<br/>Installation Date</u> | <u>Description/Type</u> | <u>Cost</u> |
|---------------------------------------|-------------------------|-------------|
| __/__/21                              | NA                      | \$ NA       |
|                                       | <b>6b. Subtotal</b>     | \$ NA       |

**6c. Total Project Cost** \$875,725

## LEASE

THIS LEASE, made this 1st day of January, 2020, by and between KLD LAND, INC., of 892 Wakefield, Plainwell, Michigan 49080, hereinafter designated as the "Landlord," and DARBY METAL TREATING, INC., a Michigan corporation, of 892 Wakefield, Plainwell, Michigan 49080, hereinafter designated as the "Tenant," is as follows:

### WITNESSETH:

1. Leased Premises. The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant 14,000 square feet of the space located at 892 Wakefield, Plainwell, Michigan (hereinafter sometimes referred to as the "premises" or "leased premises").

2. Term. The primary term of this shall commence on the 1st day of January, 2020, and end on the 31<sup>st</sup> day of December, 2024. The term of this Lease may be extended for two (2) renewal terms of five (5) years each, provided Tenant is not then in default under the terms of the Lease. Notice of renewal must be given by Tenant to Landlord not less than six (6) months prior to expiration of the term. The extended term shall be upon the same terms, covenants and conditions as contained herein, with the exception of rent payments, which will be negotiated by the parties at the time of each renewal.

3. Rent. Tenant hereby covenants and agrees to pay the Landlord rent in monthly installments of EIGHT THOUSAND AND 00/100 (\$8,000.00) DOLLARS, in advance, upon the first day of each and every month.

4. Place of Payment. All payments of rent and all other sums to be paid by Tenant to the Landlord shall be made at such place as the Landlord shall designate in writing from time to time.

5. Assignment and Subletting. Tenant shall not assign or transfer this Lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

6. Taxes and Assessments. During the term of this Lease, Tenant shall promptly pay when due all taxes assessed against the leased premises which shall become due and payable after the commencement date of this Lease. Tenant shall also pay all annual payments on all special assessments against the leased premises which shall become due and payable after the commencement date of this Lease regardless of when such special assessments may have been first assessed.



7. Use, Occupancy and Purpose. The leased premises shall be used for Tenant's business and for no other purposes without the prior written consent of Landlord. Tenant shall not use or allow the premises or any part thereof to be used or occupied for any unlawful purpose or in violation of any certificate of occupancy or certificate of compliance covering or affecting the use of the premises or any part thereof. Tenant shall not suffer any act to be done or any condition to exist on the premises or any part thereof which may in law constitute a nuisance, public or private, or which may make void or voidable any insurance with respect thereto.

8. Condition of Premises at Time of Leasing. Tenant acknowledges that it has examined the leased premises prior to the making of this Lease and knows the condition thereof, and that no representations as to the conditions or state of repairs thereof have been made by Landlord or any agent of Landlord. Tenant hereby accepts the leased premises in their present condition at the date of the execution of this Lease.

9. Utilities. The Tenant shall pay all utility charges made against the leased premises, including without limitation, gas, electricity, light, heat, power, water, sewage, refuse removal, and telephone or other communication services, as the same are incurred and become due. The Tenant shall furnish to the Landlord receipts or other satisfactory proof of payment of the same within a reasonable time after demand by Landlord.

10. Hazard Insurance. Landlord shall obtain and maintain policies of fire, windstorm and extended coverage insurance, insuring at their full replacement cost all structures and improvements that are or become a part of the leased premises and all other property leased hereunder.

11. Damage to Premises. In the event the leased premises are damaged by fire or other casualty during the term of this Lease, the Landlord, subject to the approval of any mortgagee and subject to the terms of this paragraph, shall diligently undertake to complete the repair, restoration or rebuilding of the premises or part thereof so damaged to the condition that the same was in immediately prior to such damage or destruction; provided, however, Landlord's obligation for such repair or rebuilding shall be limited to the amount of the proceeds of insurance payable by reason of said fire or other casualty. All sums payable on account of such insurance shall be paid over to the Landlord who shall hold the same as a trust fund to be used for the payment of the cost of such repair or rebuilding, except as hereinafter provided. During any period when the leased premises are rendered partially or totally untenable as a result of such fire or casualty, then to the extent the premises are rendered untenable rent shall be proportionately abated on a per diem basis.

12. Care of Premises. Tenant covenants and agrees, at its sole expense, to maintain the leased premises and every part thereof, including without limitation the interior and exterior of all buildings, all other improvements and appurtenances, all landscaping and all parking areas, in good, clean and sightly condition and repair. Tenant further covenants and agrees to be responsible for all replacements, including

without limitation, replacement of the roof, heating and air-conditioning systems, plumbing and electrical fixtures, and parking lot resurfacing, as the same become necessary during the term of this Lease including any renewal term. Landlord reserves the right to approve in advance all such replacements, which consent shall not be unreasonably withheld. Landlord shall also have the right to enter upon and inspect the premises at all reasonable times during the term of this Lease for the purpose of determining Tenant's compliance with this paragraph. At the expiration of the primary term or any renewal thereof, Tenant shall deliver up the leased premises in as good order and condition as when first let, reasonable wear and tear and damage by the elements excepted.

13. Environmental Matters. Tenant shall not use, store, generate, treat, or dispose on the leased premises any hazardous substance without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. For purposes of this section, the term "hazardous substance" means any substance the manufacture, use, treatment, storage, transportation, or disposal of which is regulated by any law having as its object the protection of public health, natural resources, or the environment, including, by way of illustration only and not as a limitation, the Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation, and Liability Act; the Toxic Substances Control Act; the Federal Water Pollution Control Act; the Clean Air Act; and the Michigan Water Resources Commission Act.

Tenant shall promptly supply to Landlord a copy of the reports of any environmental audit or investigation undertaken on the leased premises or adjacent property, all notices, demands, inquiries, or claims received from any person or entity as a result of contamination or pollution alleged to be on or emanating from the leased premises or adjacent property, and any reports or applications for licenses, permits, or approvals submitted by or on behalf of Tenant to any environmental regulatory agency affecting the leased premises or adjacent property.

Landlord reserves the right to enter upon and inspect the leased premises at any time, and from time to time, during Tenant's business hours and, on reasonable notice, at other times. Tenant shall promptly furnish to Landlord any information requested by Landlord concerning Tenant's operations on the leased premises, whether or not such information is of proprietary nature.

14. Alterations and Improvements. Tenant shall not make any alterations, additions or improvements to the leased premises, except for decorating and similar non-structural alterations, without the prior written consent of the Landlord. All alterations, additions or improvements made by either of the parties hereto upon the leased premises shall be the property of the Landlord, and shall remain upon and be surrendered with the premises at the termination of this Lease, except that movable office furniture and trade fixtures put in at the expense of the Tenant may be removed by the Tenant at the expiration or termination of this Lease PROVIDED THAT the

premises are restored after such removal in a good and workmanlike manner and in conformance in quality and appearance to the remainder of the premises.

15. Curing of Tenant's Defaults; Additional Rent. If Tenant shall at any time fail to make any payment or perform any act on its part to be made or performed hereunder, including without limitation Tenant's failure to maintain proper insurance, pay taxes, assessments or utilities or undertake necessary repairs or replacements, then Landlord, without notice to Tenant except when other notice is expressly provided for in this Lease, and without waiving or releasing Tenant from the obligations of Tenant contained in this Lease, may (but shall be under no obligation to) make such payment or perform such acts, and may enter upon the premises for any such purpose and take all such actions thereon as may be necessary to carry out Tenant's obligations. All sums paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any such act, together with any consequential damages Landlord may suffer by reason of the failure of Tenant to make such payment or perform such act, and reasonable counsel fees incurred by Landlord in connection with or enforcing its rights hereunder, shall be paid by Tenant to Landlord on demand as additional rent hereunder. Tenant agrees to hold Landlord harmless from any inconvenience or interference with Tenant's operation of its business as a result of the Landlord having to cure a default of Tenant hereunder.

16. Construction Liens. Tenant will not create or permit to be created, or to remain, and will promptly discharge at its sole cost and expense, any lien, encumbrance or charge upon the premises or any part thereof, or upon Tenant's leasehold interest therein.

17. Past Due Rent and Additional Rent. If Tenant shall fail to pay, within ten (10) days after the same becomes due and payable, any rent or any additional rent, such unpaid amounts shall be subject to a late payment charge equal to five (5%) percent of such unpaid amounts in each instance to cover Landlord's additional administrative costs resulting from Tenant's failure. Such late payment charge shall be paid to Landlord together with such unpaid amounts. Tenant agrees that in the event a payment is late, the foregoing provision for a late charge is not an election of remedies, and Landlord reserves the right to pursue any other remedies hereunder or provided by law. Tenant further agrees that Landlord's acceptance of late payments on any one occasion shall not be deemed a waiver of Landlord's right to insist upon timely payment in the future.

18. Eminent Domain. If the whole or any part of the premises leased hereby shall be taken by any public authority under the power of eminent domain, the term of this Lease shall cease on the part so taken from the date of possession by such public authority, and rent shall be paid up to that date and for a period of thirty (30) days thereafter. Tenant and Landlord shall each have the right, by written notice to the other, to cancel this Lease and declare the same null and void; and if neither Landlord nor Tenant shall so cancel this Lease, Tenant shall continue in possession of the remainder of the leased premises under the terms herein provided, except that rent shall be

abated in proportion to the amount of the premises taken. All damages awarded for such taking shall belong to and be the property of the Landlord, whether such damages shall be awarded as compensation for diminution of value to the leasehold or to the fee of the leased premises; provided, however, that the Tenant shall be entitled to receive any portion of the award to Tenant for its trade fixtures and personal property taken.

19. Indemnity. The Tenant agrees to indemnify and hold harmless Landlord from any liability for damages to any person or property in, on or about the leased premises from any cause whatsoever; and Tenant will obtain and pay for and keep in effect during the term hereof public liability and property damage insurance for the benefit of Landlord in the amount of \$1,000,000 for damages resulting from one casualty, and \$1,000,000 in property damage insurance resulting from any one occurrence. Tenant shall deliver said policy and all renewals thereof immediately upon issuance to the Landlord.

20. Default.

(a) In the event of any default by the Tenant in the payment of any rent or additional rent provided for herein on the day it becomes due and payable, and if Tenant fails to cure such default within seven (7) days after written notice from Landlord, or if default shall be made or suffered by the Tenant in any of the other covenants or conditions of this Lease required to be kept or performed by Tenant (other than payment of rent), and if Tenant fails to cure such default or defaults within thirty (30) days after written notice thereof given by Landlord to Tenant specifying the default or defaults complained of; or if Tenant shall become insolvent or make an assignment for the benefit of creditors; or shall file or have filed against Tenant a petition for an order for relief under any bankruptcy law, and such petition shall not be discharged within forty-five (45) days thereafter, or seek the benefit of any bankruptcy, composition or insolvency law or act; or if Tenant's leasehold interest herein shall be levied on execution, or a receiver be appointed for Tenant whether by virtue of state or federal law, then the Landlord may, in addition to any other remedy, re-enter into and repossess the leased premises and remove the Tenant and every other occupant, and may re-let the leased premises or any part thereof for any term, either shorter, longer or the same at a higher, lower, or at the same rental, making such alterations as may be necessary, but such termination of Tenant's right of possession shall not operate to release Tenant from performance of any of Tenant's obligations under this Lease.

(b) If the Landlord shall, on any such default by the Tenant, obtain possession of the leased premises by re-entry, summary proceedings, or otherwise, the Tenant shall pay to Landlord all expenses incurred in obtaining possession of the leased premises, including actual and reasonable attorney's fees, all expenses and commissions which may be paid on account of the re-letting of same, and all other damages resulting from Tenant's default.

(c) Landlord shall exercise his best efforts to re-let the leased premises, and when the leased premises shall have been re-let, Tenant shall pay the Landlord, as and

for liquidated and agreed current damages for Tenant's default, the present value of the equivalent of the amount of the rent and such other sums and other charges as would be payable under this Lease by Tenant, if this Lease were still in effect, less the present value of the net proceeds, if any, of the re-letting effected pursuant to the provisions hereof, after deducting all of Landlord's expenses in connection with such re-letting, including without limitation, all repossession costs, brokerage and management commissions, operating expenses, legal expenses, reasonable attorney's fees, alteration costs and expenses of preparation for such re-letting. If, after Landlord has used his best efforts to re-let the leased premises, the leased premises or any part thereof shall not have been re-let, Tenant shall pay to Landlord as and for liquidated and agreed current damages the then present value of the rent and other sums and charges to be paid by Tenant until what would have been the end of the term hereof.

21. Remedies Cumulative. All rights and remedies provided to Landlord herein shall be cumulative and not exclusive of any other rights and remedies Landlord may have at law or in equity.

22. Quiet Enjoyment. The Landlord covenants that the Tenant, on paying the aforesaid rents and other charges and performing all covenants contained herein, shall and may peacefully and quietly have, hold and enjoy the leased premises for the term aforesaid and any renewal thereof.

23. Right to Mortgage. The Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in said premises and on the land and buildings of which the leased premises are a part or upon any buildings hereafter placed upon the land of which the leased premises form a part. The Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and any mortgagees or proposed mortgagees, and hereby irrevocably appoints the Landlord the attorney-in-fact of the Tenant to execute and deliver any such instrument or instruments for and in the name of the Tenant.

24. Holding Over. It is hereby agreed that in the event of the Tenant holding over after the expiration of the primary term or any renewal term, as the case may be, of this Lease, thereafter such tenancy shall be deemed to be from month to month.

25. Notices. Any notice desired or required to be given under this Lease shall be sent postage prepaid by first class mail addressed to the parties at the following addresses:

Landlord: KLD Land, Inc.  
892 Wakefield  
Plainwell, MI 49080

Tenant: Darby Metal Treating, Inc.  
892 Wakefield  
Plainwell, MI 49080

Notices may also be personally served. Any notice sent by mail shall be deemed to be received upon mailing. Either party may by written notice designate a different address to which notices may be sent.

26. Waiver. No waiver by either party hereto of any breach of any of the terms of this Lease shall be deemed to be a waiver of any other or subsequent breach.

27. Binding Effect. This Lease and the provisions hereof shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns, as the case may be.

28. Relative Words. When applicable, pronouns and relative words shall be read as plural, feminine or neuter, respectively.

IN WITNESS WHEREOF, the parties have executed this Lease agreement as of the day and year first above written.

**LANDLORD:**

KLD LAND, INC.

By: 

Karen L. Darby

Its: President 

**TENANT:**

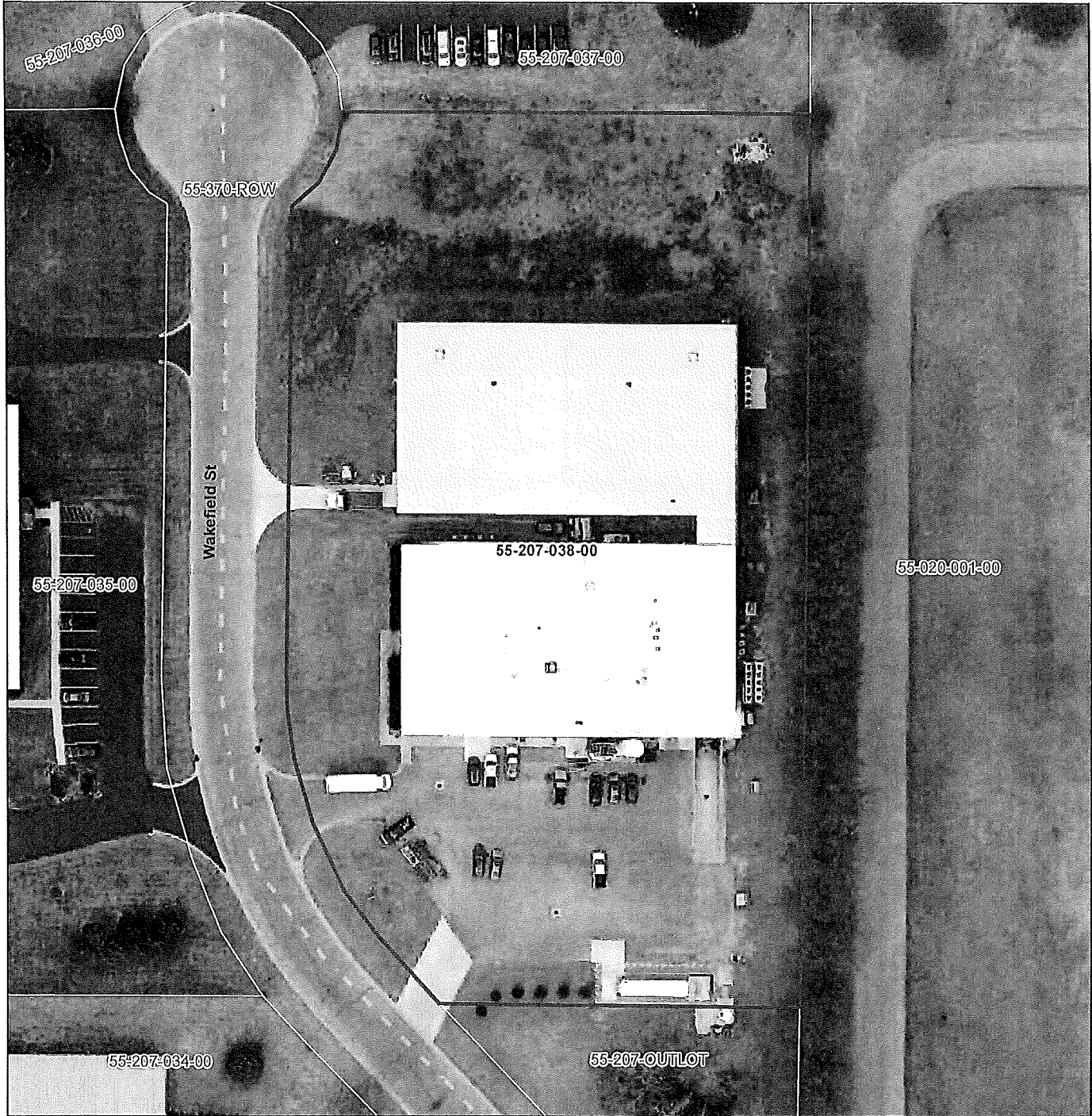
DARBY METAL TREATING, INC.

By: 

Adrien Darby

Its: President

# Allegan County Parcel Number: 55-207-038-00



0      75      150      300 Feet

**Address:** 892 Wakefield St  
**Owner:** Kld Land Inc  
**Acres:** 2.89



The information contained herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise.

Image Year: 2018 Map Date: 9/8/2020

|           |    |                |    |                |    |                  |
|-----------|----|----------------|----|----------------|----|------------------|
| son Twp 1 |    | 32 Martin Twp  |    | 35 Orangeville |    |                  |
| 01        | 06 | 05             | 04 | 03             | 02 | 01               |
| 12        | 07 | 08             | 09 | 10             | 11 | 12               |
| 13        | 18 | 17             | 16 | 15             | 14 | 13               |
| ego Twp   |    | Gun-Plain Twp  |    |                |    |                  |
| 24        | 13 | 20             | 21 | 22             | 23 | 24               |
| o City:   |    | 21 Anwell City |    |                |    |                  |
| 27        | 28 | 27             | 26 | 25             |    |                  |
| 36        | 31 | 32             | 33 | 34             | 35 | 36               |
| amo Twp   |    | Cooper Twp     |    | Richland       |    |                  |
|           |    |                |    |                |    | Prairieville Twp |



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)

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9/6/2021

To: Erik Wilson, City Administrator *BP*  
From: Bryan Pond, Superintendent WR  
Cc: Brian Kelley City Treasurer  
RE: Door Replacement Bids

This is a budgeted item under Capital Outlay 590-970-971. This project replaces 4 single and 2 double doors, frames, hardware, and thresholds located at the plant and lift stations originally installed in 1980.

The budgeted estimate for the project is \$40,000 and since June of this year prices have increased at least 20%. Any project cost excess will come from fund balance at budget reconciliation.

I was able to obtain two prices with similar specifications:

SA Mormon Co. Portage Mi \$46,560.00

Bommersheim Window & Door Otsego Mi. \$42,980.96

With council's consideration I am suggesting awarding the low bid to Bommersheim Window & Door Otsego Mi. for \$42,980.96.





*Plainwell Water Renewal*

# 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)

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To: Erik Wilson, Brian Kelley  
From: Robert Nieuwenhuis  
Subject: Equipment  
Date: 10/7/2021

The City DPW is looking for guidance on Truck #12.

Truck #12 is a 2005 GMC 5-yard dump truck with a belly blade. This truck plows the City streets hauls snow and most importantly is set up to pull the pull paver. We have had motor issues with this truck for the past year. This truck was at power automotive first and then repaired at M and K. The truck ran well after the repair for a few months. A week or so ago the truck lost all power. We called in a mobile mechanic that we have used when we cannot get the trucks to the repair shop, they concluded that the motor and turbo are shot. The turbo had internal parts of the motor blown through it. I have received a quote from them for repairs. M and C \$16,880 (rebuild motor, turbo)

To get other quotes I will need to have the truck towed to the other shops to get quotes. Do we want to pay the extra cost, just to get quotes?

We will need to have this truck towed to M and C for repair if that's where we want to have the repair made.

We know the cost of a used truck is around \$40,000 this year and could end up having the same issues.

The main issue we have is not just that this truck is used to plow but that it fits the pull paver.

Long story short how do we want to avoid paying extra fees to get it repaired or do we want to look for something to replace it. Replacing it isn't in the budget, the last repair bill at M and K was \$7451 in June.

Public Works Superintendent  
Robert Nieuwenhuis

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

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

## Investment Activity Report



"The Island City"

### City of Plainwell

Investment Portfolio Detail - Unaudited

at: 09/30/2021

**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: 2021.10.01 14:08:27 -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   | \$7,301            | Michigan Class      | Rich Garay - 734.604.1494      | 03/28/2016    |               | 0.06% |                            |
| 2  | 365-Day CD         | N/A   | \$247,110          | Grand River Bank    | Christy Vierzen - 616.259.1322 | 06/10/2021    | 06/10/2022    | 0.30% | 253                        |
| 3  | 365-Day CD         | N/A   | \$83,999           | First National Bank | Doug Johnson - 616.538.6040    | 11/16/2020    | 11/16/2021    | 0.70% | 47                         |
| 4  | 435-Day CD         | N/A   | \$62,832           | First National Bank | Doug Johnson - 616.538.6040    | 11/16/2020    | 01/25/2022    | 0.70% | 117                        |
| 5  | 365-Day CD         | N/A   | \$197,667          | First National Bank | Doug Johnson - 616.538.6040    | 09/27/2021    | 09/27/2022    | 0.65% | 362                        |
| 6  |                    |       |                    |                     |                                |               |               |       |                            |
| 7  |                    |       |                    |                     |                                |               |               |       |                            |
| 8  |                    |       |                    |                     |                                |               |               |       |                            |
| 9  |                    |       |                    |                     |                                |               |               |       |                            |
| 10 |                    |       |                    |                     |                                |               |               |       |                            |
| 11 |                    |       |                    |                     |                                |               |               |       |                            |
| 12 |                    |       |                    |                     |                                |               |               |       |                            |
| 13 |                    |       |                    |                     |                                |               |               |       |                            |
| 14 |                    |       |                    |                     |                                |               |               |       |                            |
| 15 |                    |       |                    |                     |                                |               |               |       |                            |

Total Investments: \$598,908.64

Average Yield: 0.48%

### Cash Activity for the Month

Cash, beginning of month: \$3,382,759.16

Cash, end of month: \$3,164,817.58

**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:

**Erik Wilson**

Digitally signed by Erik Wilson  
Date: 2021.10.08 12:19:01 -04'00'

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

CITY OF PLAINWELL

**ESTIMATED CASH BALANCE/FUND BALANCE REPORT**

MONTH ENDED: **9/30/2021**

% OF FISCAL YEAR: **25.21%**

| 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                                   | 249,258          | 277,621                                  | 1,246,413                       |   |  |                                 |                     |
| Major Streets          | 24,285                                    | 49,739           | 66,836                                   | 119,497                         | (2,921)   | 246,716                                  | 1,174,568                       | 10.17%              |
| Local Streets          | 65,210                                    | 43,753           | 86,084                                   | 57,364                          | 72,472  | 123,390                                  | 424,530                         | 13.51%              |
| Solid Waste            | 17,557                                    | 16,646           | 171,382                                  | 36,475                          | 151,553   | 164,544                                  | 203,174                         | 17.95%              |
| Fire Reserve           | 74,261                                    | 74,261           | 87,254                                   | 24,502                          | 137,014   | 149,670                                  | 87,601                          | 27.97%              |
| Stimulus Fund ARPA     | -   | -                | 197,670                                  | -                               | 197,670   | 197,670                                  | 0                               | 0.00%               |
| Airport                | 25,101                                    | 38,390           | 19,313                                   | 18,718                          | 38,985  | 36,033                                   | 48,160                          | 38.87%              |
| Revolving Loan         | 37,529                                    | 60,633           | 1,397                                    | -                               | 62,030  | 43,801                                   | 10,000                          | 0.00%               |
| Capital Improvement    | 36,014                                    | 34,314           | 87,152                                   | 20,000                          | 101,466   | 105,386                                  | 80,097                          | 24.97%              |
| Brownfield BRA         | 75,583                                    | 475              | 613,502                                  | 176,891                         | 437,086   | 113,223                                  | 130,212                         | 135.85%             |
| Tax Increment TIFA     | 89,174                                    | 87,933           | 37                                       | 25,196                          | 62,774  | 76,387                                   | 68,722                          | 36.66%              |
| Downtown DDA           | 45,670                                    | 44,109           | 51,649                                   | 19,837                          | 75,921  | 104,242                                  | 64,170                          | 30.91%              |
| Sewer                  | 851,958                                   | 786,009          | 355,365                                  | 403,097                         | 738,278   | 952,023                                  | 1,492,983                       | 27.00%              |
| Water                  | 5,628                                     | (51,067)         | 160,389                                  | 111,475                         | (2,153)   | 257,923                                  | 389,792                         | 28.60%              |
| Motor Pool / Equipment | 232,068                                   | 223,198          | 97,430                                   | 183,239                         | 137,389   | 78,233                                   | 383,287                         | 47.81%              |
| OPEB**                 | 70,052                                    | 70,358           | 8,628                                    | 7,458                           | 71,528  | 79,601                                   | 35,795                          | 20.84%              |
|                        | <b>1,899,346</b>                          | <b>1,756,372</b> | <b>3,250,503</b>                         | <b>1,799,196</b>                | <b>3,207,679</b>                                      | <b>3,763,726</b>                         | <b>6,838,397</b>                | <b>26.31%</b>       |

\* - Amounts taken from audited financial statements as of June 30, 2020

\*\* - 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: <b>Erik Wilson</b><br><small>Digitally signed by Erik Wilson<br/>Date: 2021.10.08 12:19:29 -04'00'</small>                                    | Insert Signature: <b>Brian Kelley</b><br><small>Digitally signed by Brian Kelley<br/>Date: 2021.10.01 14:47:59 -04'00'</small>                                  |

## DRAFT MINUTES

### Otsego/Plainwell Small Urban Meeting

September 30th, 2021, 2:00 PM

In-Person & Zoom

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1. Introduction & Opening Remarks

Participants introduced themselves. Those present included:

- Craig Atwood - Allegan County Road Commission
- Dan Wedge - Allegan County Transit
- Erik Wilson – City of Plainwell
- Aaron Mitchell – City of Otsego
- Mark Khola – Michigan Department of Transportation

2. Additions/Deletions to Agenda

There were no changes to the agenda.

3. Public Participation

There was no public in attendance and no correspondence was received

4. Project and Funding Discussion

The City of Otsego has a project for 2023 from Dix Street from M89 to the city limits. This is a road rehab, complete mill and fill. 2025 projects for Plainwell include South Main, but the ending location is still up in the air. This will be using the \$385,000 Federal Aid Funding, plus Local Match

**A MOTION WAS MADE BY** Dan Wedge to approve the City of Plainwell’s 2025 project on South Main. **SUPPORTED BY** Aaron Mitchell. **MOTION PASSED.**

Craig Atwood explained that there is \$81,204 in COVID Relief Funds available for each small urban area and those funds have to be obligated by 2024.

**A MOTION WAS MADE BY** Craig Atwood to take \$18,000 for Allegan County Transit and then split the remaining balance of \$63,204 three ways (\$21,068) to the cities of Otsego, Plainwell, and the Allegan County Road Commission. **SUPPORTED BY** Aaron Mitchell. **MOTION PASSED.**

5. Other

There were no other comments.

6. Adjournment

The meeting adjourned at 2:24 p.m.

10/07/2021

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL  
 EXP CHECK RUN DATES 10/11/2021 - 10/11/2021  
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
 BANK CODE: UBAP

| Vendor Code                               | Vendor Name                    | Description                            | Amount    |
|---|--------------------------------|--|-----------|
| 000004                                    | PLAINWELL AUTO SUPPLY INC      |  |           |
|   | 2021.09                        | PART/SUPPLIES SEPTEMBER 2021           | 490.85    |
| TOTAL FOR: PLAINWELL AUTO SUPPLY INC      |                                |  | 490.85    |
| 000009                                    | CONSUMERS ENERGY               |  |           |
|   | 2021.09                        | STREET/LED LIGHTS, 225 CUSHMAN, 934 II | 3,984.41  |
| TOTAL FOR: CONSUMERS ENERGY               |                                |  | 3,984.41  |
| 000077                                    | MCMASTER-CARR SUPPLY           |  |           |
|   | 65719201                       | RUBBER MATTING - TRUCK #1              | 309.13    |
| TOTAL FOR: MCMASTER-CARR SUPPLY           |                                |  | 309.13    |
| 000134                                    | HAROLD ZIEGLER FORD            |  |           |
|   | 315131                         | CAR #6 - OIL & FILTER CHANGE           | 51.75     |
| TOTAL FOR: HAROLD ZIEGLER FORD            |                                |  | 51.75     |
| 000140                                    | HACH CO                        |  |           |
|   | 12646768                       | WATER TESTING SUPPLIES                 | 960.16    |
| TOTAL FOR: HACH CO                        |                                |  | 960.16    |
| 000153                                    | FLEIS & VANDENBRINK INC        |  |           |
|   | 60091                          | DWAM GRANT SERVICES 08/01/21 - 08/28   | 4,930.50  |
| TOTAL FOR: FLEIS & VANDENBRINK INC        |                                |  | 4,930.50  |
| 000176                                    | ACE PARKING LOT STRIPING, INC. |  |           |
|   | 825922                         | REPAINTING CROSSWALKS, BIKE LANES & I  | 5,588.40  |
|   | 825923                         | REPAINTING STREET CENTER/EDGE LINES C  | 8,500.40  |
|   | 825924                         | NEW BICYCLE LAYOUT, ADDITIONAL WORK    | 900.00    |
| TOTAL FOR: ACE PARKING LOT STRIPING, INC. |                                |  | 14,988.80 |
| 000461                                    | BOB'S HARDWARE                 |  |           |
|   | 77481                          | KEYS - WILLIAM CRISPE HOUSE            | 3.78      |
| TOTAL FOR: BOB'S HARDWARE                 |                                |  | 3.78      |
| 000867                                    | DETROIT PUMP & MFG CO          |  |           |
|   | 1068474                        | ADDITIONAL PARTS - WEDGEWOOD LIFT S    | 279.09    |
| TOTAL FOR: DETROIT PUMP & MFG CO          |                                |  | 279.09    |
| 000964                                    | RAPA ELECTRIC INC              |  |           |

|   |                                |  |          |
|---|--------------------------------|--|----------|
|   | RO133051                       | BEARINGS & HOUSING REPAIR FOR E RECIF  | 501.48   |
| TOTAL FOR: RAPA ELECTRIC INC              |                                |  | 501.48   |
| <hr/>                                     |                                |  |          |
| 001136                                    | ENTENMANN-ROVIN CO             |  |          |
|   | 0161148-IN                     | DPS BADGE                              | 133.25   |
|   | 0161228-IN                     | FIREFIGHTER BADGE                      | 133.25   |
| TOTAL FOR: ENTENMANN-ROVIN CO             |                                |  | 266.50   |
| <hr/>                                     |                                |  |          |
| 001215                                    | FLIER'S                        |  |          |
|   | 130789                         | DI WATER - TANK EXCHANGE               | 511.00   |
| TOTAL FOR: FLIER'S                        |                                |  | 511.00   |
| <hr/>                                     |                                |  |          |
| 001413                                    | NCL OF WISCONSIN               |  |          |
|   | 460557                         | FILTER PAPERS & MARKING PEN            | 457.55   |
| TOTAL FOR: NCL OF WISCONSIN               |                                |  | 457.55   |
| <hr/>                                     |                                |  |          |
| 001448                                    | PROFESSIONAL CODE INSPECTIONS  |  |          |
|   | 21009                          | SEPTEMBER 2021 PERMITS                 | 2,079.00 |
| TOTAL FOR: PROFESSIONAL CODE INSPECTIONS  |                                |  | 2,079.00 |
| <hr/>                                     |                                |  |          |
| 001645                                    | ALEXANDER CHEMICAL CORPORATION |  |          |
|   | 45392                          | DPW - RENTAL FEES FOR CONTAINER HELD   | 25.00    |
|   | 45393                          | WR - RENTAL FEES FOR CONTAINER HELD F  | 145.00   |
| TOTAL FOR: ALEXANDER CHEMICAL CORPORATION |                                |  | 170.00   |
| <hr/>                                     |                                |  |          |
| 001669                                    | DR HOOKS SIGNS INC             |  |          |
|   | 141130                         | NAME PLATE - D BURNHAM PLANNING CO     | 20.00    |
| TOTAL FOR: DR HOOKS SIGNS INC             |                                |  | 20.00    |
| <hr/>                                     |                                |  |          |
| 001854                                    | MODEL FIRST AID                |  |          |
|   | 0000128808                     | DPS - SAFETY/MEDICINE CABINET SUPPLIE! | 93.95    |
| TOTAL FOR: MODEL FIRST AID                |                                |  | 93.95    |
| <hr/>                                     |                                |  |          |
| 002030                                    | DRUG SCREEN PLUS INC           |  |          |
|   | 21APR1339                      | RANDOM TESTING - APRIL 2021            | 45.00    |
|   | 21JAN1339                      | RANDOM TESTING - JANUARY 2021          | 90.00    |
| TOTAL FOR: DRUG SCREEN PLUS INC           |                                |  | 135.00   |
| <hr/>                                     |                                |  |          |
| 002116                                    | CHARTER COMMUNICATIONS         |  |          |
|   | 0005188100121                  | DPW/WR INTERNET OCTOBER 2021           | 114.98   |
| TOTAL FOR: CHARTER COMMUNICATIONS         |                                |  | 114.98   |
| <hr/>                                     |                                |  |          |
| 002219                                    | CLARK TECHNICAL SERVICES       |  |          |
|   | 244                            | SEPT 2021 CITY WIDE IT SERVICES        | 2,115.00 |
| TOTAL FOR: CLARK TECHNICAL SERVICES       |                                |  | 2,115.00 |
| <hr/>                                     |                                |  |          |
| 002281                                    | HOME DEPOT                     |  |          |

|  |                                     |                                  |          |
|--|-------------------------------------|----------------------------------|----------|
|  | 2021.09                             | SEPTEMBER 2021 STATEMENT         | 229.89   |
| TOTAL FOR: HOME DEPOT                          |                                     |                                  | 229.89   |
| <hr/>  |                                     |                                  |          |
| 002368   | ORTON, TOOMAN, HALE, MCKOWN & KIEL  |                                  |          |
|  | 2021.09                             | LEGAL SERVICES SEPTEMBER 2021    | 450.00   |
| TOTAL FOR: ORTON, TOOMAN, HALE, MCKOWN & KIEL  |                                     |                                  | 450.00   |
| <hr/>  |                                     |                                  |          |
| 002402   | STEENSMA LAWN & POWER EQUIPMENT     |                                  |          |
|  | 867060                              | WR - SHARPEN CHAINSAW BLADES     | 20.00    |
| TOTAL FOR: STEENSMA LAWN & POWER EQUIPMENT     |                                     |                                  | 20.00    |
| <hr/>  |                                     |                                  |          |
| 002544   | BLUESTONE PSYCH                     |                                  |          |
|  | 3308                                | EVAL PSO - POST- COE SCREENING   | 465.00   |
| TOTAL FOR: BLUESTONE PSYCH                     |                                     |                                  | 465.00   |
| <hr/>  |                                     |                                  |          |
| 002582   | PLAINWELL REDI MIX - COSGROVE ENTER |                                  |          |
|  | 12674                               | 2.5 YDS - SIDEWALK WORK          | 285.00   |
| TOTAL FOR: PLAINWELL REDI MIX - COSGROVE ENTER |                                     |                                  | 285.00   |
| <hr/>  |                                     |                                  |          |
| 002605   | NORMAN CAMERA                       |                                  |          |
|  | 1086400                             | DETECTIVE CAMERA & ACCESSORIES   | 2,076.80 |
| TOTAL FOR: NORMAN CAMERA                       |                                     |                                  | 2,076.80 |
| <hr/>  |                                     |                                  |          |
| 002622   | MIDWEST CUSTOM EMBROIDERY           |                                  |          |
|  | 07626                               | DPW/WR UNIFORMS 2021 - 2022      | 746.00   |
| TOTAL FOR: MIDWEST CUSTOM EMBROIDERY           |                                     |                                  | 746.00   |
| <hr/>  |                                     |                                  |          |
| 002650   | FUEL MANAGEMENT SYSTEM/PACIFIC PRID |                                  |          |
|  | 140158                              | DPS FUEL 09/16/2021 - 09/30/2021 | 576.77   |
| TOTAL FOR: FUEL MANAGEMENT SYSTEM/PACIFIC PRID |                                     |                                  | 576.77   |
| <hr/>  |                                     |                                  |          |
| 002661   | JIM KOESTNER INC                    |                                  |          |
|  | 6031293                             | CAR #4 - OIL & FILTER CHANGE     | 33.81    |
| TOTAL FOR: JIM KOESTNER INC                    |                                     |                                  | 33.81    |
| <hr/>  |                                     |                                  |          |
| 002673   | STATE OF MICHIGAN MDOT              |                                  |          |
|  | 591-10630750                        | AIRPORT LICENSE FEE 2022         | 50.00    |
| TOTAL FOR: STATE OF MICHIGAN MDOT              |                                     |                                  | 50.00    |
| <hr/>  |                                     |                                  |          |
| 002756   | ANGELS PEST CONTROL CO              |                                  |          |
|  | 2021.10                             | BEES @ WELLHOUSE #4              | 300.00   |
| TOTAL FOR: ANGELS PEST CONTROL CO              |                                     |                                  | 300.00   |
| <hr/>  |                                     |                                  |          |
| 002803   | MARK'S BODY SHOP                    |                                  |          |
|  | 108048                              | E CITATION PRINTERS (3)          | 2,265.00 |
| TOTAL FOR: MARK'S BODY SHOP                    |                                     |                                  | 2,265.00 |
| <hr/>  |                                     |                                  |          |



|   |                                    |  |          |
|---|------------------------------------|--|----------|
| 003002  | HOPKINS BURNS DESIGN STUDIO        |  |          |
|   | 8180                               | PLAINWELL MILL DEMO PHASE III SERVICE  | 4,469.00 |
| TOTAL FOR: HOPKINS BURNS DESIGN STUDIO        |                                    |  | 4,469.00 |
| -----   |                                    |  |          |
| 003036  | ALLSHRED SERVICES                  |  |          |
|   | 0312884                            | SHREDDING SERVICES 09/28/2021          | 61.60    |
| TOTAL FOR: ALLSHRED SERVICES                  |                                    |  | 61.60    |
| -----   |                                    |  |          |
| 003067  | HELPNET (BBC-HELPNET)              |  |          |
|   | 35567                              | EAP 4TH QUARTER 2021                   | 299.88   |
| TOTAL FOR: HELPNET (BBC-HELPNET)              |                                    |  | 299.88   |
| -----   |                                    |  |          |
| 004167  | B & B FIRE DIVISION MASON DYNAMICS |  |          |
|   | 3775                               | E-17 REPAIRS                           | 952.98   |
| TOTAL FOR: B & B FIRE DIVISION MASON DYNAMICS |                                    |  | 952.98   |
| -----   |                                    |  |          |
| 004200  | WIGHTMAN & ASSOCIATES INC          |  |          |
|   | 72570                              | PHASE 1 - TRAFFIC STUDY STARR/S MAIN/I | 1,175.00 |
| TOTAL FOR: WIGHTMAN & ASSOCIATES INC          |                                    |  | 1,175.00 |
| -----   |                                    |  |          |
| 004795  | SHAND & JURIS                      |  |          |
|   | 166902                             | PARTS TO REPLACE METHANE CONDENSAT     | 8,500.00 |
| TOTAL FOR: SHAND & JURIS                      |                                    |  | 8,500.00 |
| -----   |                                    |  |          |
| 004814  | WILLIAMS & WORKS                   |  |          |
|   | 92891                              | PLANNING & ZONING ASSISTANCE AUGUS     | 75.00    |
| TOTAL FOR: WILLIAMS & WORKS                   |                                    |  | 75.00    |
| -----   |                                    |  |          |
| 004855  | PLAINWELL ACE HARDWARE             |  |          |
|   | 8683                               | ROOF TOP LIGHTS & BATHROOMS            | 65.93    |
|   | 8684                               | MISC FASTENERS #25                     | 2.22     |
|   | 8693                               | BEE SPRAY & XMAS LIGHTS FOR DOWNTON    | 197.47   |
|   | 8696                               | BRUSH TO WASH BUILDING                 | 14.99    |
|   | 8699                               | CABLE TIES - ROOF TOP LIGHTS           | 5.98     |
|   | 8700                               | MISC FASTENERS                         | 28.28    |
|   | 8705                               | MISC FASTENERS                         | 27.93    |
|   | 8718                               | CLARK GAS STATION                      | 9.18     |
|   | 8720                               | WR - FERTILIZER (4 BAGS)               | 67.96    |
|   | 8721                               | 10 X 20 TARPS (3) - CLARK GAS STATION  | 179.97   |
|   | 8729                               | 10 X 20 TARP - CLARK GAS STATION       | 59.99    |
| TOTAL FOR: PLAINWELL ACE HARDWARE             |                                    |  | 659.90   |
| -----   |                                    |  |          |
| 004886  | REPUBLIC SERVICES #249             |  |          |
|   | 0249-007252021                     | OCTOBER 2021 RECYCLING SERVICE         | 2,754.05 |
| TOTAL FOR: REPUBLIC SERVICES #249             |                                    |  | 2,754.05 |
| -----   |                                    |  |          |
| 004894  | ASCENSION MICHIGAN AT WORK         |  |          |

|                                       |                           |   |           |
|---------------------------------------|---------------------------|---|-----------|
|                                       | 442011                    | DOT PHYSICAL EXAM 09/08/2021            | 70.00     |
|                                       | 443260                    | SCREENING/PHYSICAL - GONZALEZ           | 210.00    |
| TOTAL FOR: ASCENSION MICHIGAN AT WORK |                           |   | 280.00    |
| -----                                 |                           |   |           |
| 005015                                | CHECKALT-KLIK             |   |           |
|                                       | 179891                    | E-LOCKBOX FEES SEPTEMBER 2021           | 139.01    |
| TOTAL FOR: CHECKALT-KLIK              |                           |   | 139.01    |
| -----                                 |                           |   |           |
| 005017                                | DOUBLEDEE MECHANICAL LLC  |   |           |
|                                       | 5911                      | ERV AT CITY HALL - REPAIR BELT & ADJUST | 325.84    |
| TOTAL FOR: DOUBLEDEE MECHANICAL LLC   |                           |   | 325.84    |
| -----                                 |                           |   |           |
| 005041                                | EVOQUA WATER TECHNOLOGIES |   |           |
|                                       | 905089972                 | ODOR CONTROL SEPTEMBER 2021             | 300.00    |
| TOTAL FOR: EVOQUA WATER TECHNOLOGIES  |                           |   | 300.00    |
| -----                                 |                           |   |           |
| 005047                                | STAPLES, INC.             |   |           |
|                                       | 3487735527                | CH OFFICE SUPPLIES                      | 40.37     |
| TOTAL FOR: STAPLES, INC.              |                           |   | 40.37     |
| -----                                 |                           |   |           |
| 005068                                | LED LIGHTING SOLUTIONS    |   |           |
|                                       | IVC22610                  | RADAR SPEED SIGNS                       | 16,949.94 |
| TOTAL FOR: LED LIGHTING SOLUTIONS     |                           |   | 16,949.94 |
| -----                                 |                           |   |           |
| 005072                                | LEXIPOL LLC               |   |           |
|                                       | INVLEX6140                | LAW ENFORCEMENT POLICY MAUALS, TRA      | 6,172.70  |
|                                       | INVLEX6141                | LAW ENFORCEMENT POLICY CROSS REFER      | 2,505.00  |
| TOTAL FOR: LEXIPOL LLC                |                           |   | 8,677.70  |
| -----                                 |                           |   |           |
| 005076                                | DASCOM AMERICAS SBI LLC   |   |           |
|                                       | 62356                     | PAPER RECEIPT ROLLS FOR E-CITATION      | 95.50     |
| TOTAL FOR: DASCOM AMERICAS SBI LLC    |                           |   | 95.50     |
| -----                                 |                           |   |           |
| REFUND UB                             | DRAKE, BETHANN            |   |           |
|                                       | 09/30/2021                | UB refund for account: 06-00087715-04   | 13.78     |
|                                       | 10/06/2021                | UB refund for account: 03-00039600-03   | 21.10     |
| TOTAL FOR: REDMAN, CHARLES & KELLY    |                           |   | 34.88     |
| -----                                 |                           |   |           |
| TOTAL - ALL VENDORS                   |                           |   | 85,751.85 |

**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: 2021.10.07 13:28:05 -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: 2021.10.08 16:24:00 -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:

**Bryan Pond**

Digitally signed by Bryan Pond  
Date: 2021.10.07 14:29:22 -04'00'

**Bill Bomar, Public Safety Director**

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

Insert Signature:

**Bill Bomar**

Digitally signed by Bill Bomar  
Date: 2021.10.07 15:26:49 -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: 2021.10.07 13:51:04 -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:

**Erik Wilson**

Digitally signed by Erik Wilson  
Date: 2021.10.08 12:18:39 -04'00'

10/08/2021

CHECK REGISTER FOR CITY OF PLAINWELL  
CHECK DATE FROM 09/27/2021 - 10/15/2021

| Check Date   | Check   | Vendor Name                        | Description                              | Amount           |
|--|---------|------------------------------------|--|------------------|
| <b>Bank CBGEN Chemical Bank - General AP Account</b>   |         |                                    |  |                  |
| <b>Check Type: EFT Transfer - Retiree Automatic Payments</b>                                 |         |                                    |  |                  |
| 10/05/2021   | 1867(E) | UNITED HEALTHCARE INSURANCE COMPAN | RETIREE HEALTH INSURANCE OCTOBER 2021 -  | 241.47           |
| 10/05/2021   | 1868(E) | UNITED HEALTHCARE INSURANCE COMPAN | RETIREE HEALTH INSURANCE OCTOBER 2021 -  | 233.94           |
| Total EFT Transfer:  |         |                                    |  | <u>475.41</u>    |
| <b>Bank UBAP United Bank - General Checking</b>  |         |                                    |  |                  |
| <b>Check Type: ACH Transaction - Property Tax Distribution and Monthly Electronic Checks</b> |         |                                    |  |                  |
| 10/01/2021   | 434(A)  | KEVIN CHRISTENSEN                  | MEDICARE PREMIUM REIMBURSEMENT OCTOBER 2 | 148.50           |
| 10/01/2021   | 435(A)  | VAIRKKO TECHNOLOGIES, LLC          | TRAINING COURSE CONTENT SEPTEMBER 2021   | 165.60           |
| 10/08/2021   | 440(A)  | ALLEGAN COUNTY TREASURER           | 2021 TAX COLLECTIONS W/E 10/02/2021      | 1,531.17         |
| 10/08/2021   | 441(A)  | RANSOM DISTRICT LIBRARY            | 2021 TAX COLLECTIONS W/E 10/02/2021      | 218.29           |
| Total ACH Transaction:   |         |                                    |  | <u>2,063.56</u>  |
| <b>Check Type: EFT Transfer - Automatic Payments</b>   |         |                                    |  |                  |
| 09/27/2021   | 431(E)  | FIRST NATIONAL BANK (CREDIT CARD)  | FBNO CREDIT CARD STATEMENT 09/23/2021    | 9,774.35         |
| 09/29/2021   | 436(E)  | UNITED BANK                        | UNITED BANK ACH FEE 10/01/2021 PAYABLES  | 7.00             |
| 10/15/2021   | 437(E)  | CITY OF PLAINWELL                  | OCTOBER 2021 CITY UTILITY BILLS          | 1,822.08         |
| 09/30/2021   | 438(E)  | CITY OF PLAINWELL                  | 2021 SUMMER TAX WARNEMENT LOT            | 75.66            |
| 10/04/2021   | 439(E)  | STATE OF MICHIGAN                  | SEPTEMBER 2021 SALES TAX REMITTED        | 296.35           |
| 10/05/2021   | 442(E)  | CENTURYLINK                        | SEPTEMBER 2021 LONG DISTANCE             | 1.83             |
| 10/05/2021   | 443(E)  | SAFEGUARD BUSINESS SYSTEMS         | ACCOUNTS PAYABLE CHECK STOCK             | 305.62           |
| 10/04/2021   | 444(E)  | UNITED BANK                        | UNITED BANK ACH FEE 10/4/2021            | 7.00             |
| 10/06/2021   | 445(E)  | VERIZON                            | DPW/WR ONE TALK SERVICE 08/18/21 - 09/17 | 224.69           |
| Total EFT Transfer:  |         |                                    |  | <u>12,514.58</u> |
| <b>Check Type: Paper Check - Manual Checks</b>   |         |                                    |  |                  |
| 09/27/2021   | 17843   | ALLEGAN AREA EDUCATION SVC AGENCY  | 2020 DELINQUENT PERSONALS COLLECTED SEPT | 14.77            |
| 09/27/2021   | 17844   | ALLEGAN COUNTY TREASURER           | 2020 DELINQUENT PERSONALS COLLECTED SEPT | 380.15           |
| 09/27/2021   | 17845   | PLAINWELL COMMUNITY SCHOOLS        | 2020 DELINQUENT PERSONALS COLLECTED SEPT | 49.49            |
| 09/27/2021   | 17846   | RANSOM DISTRICT LIBRARY            | 2020 DELINQUENT PERSONALS COLLECTED SEPT | 2.28             |
| 10/01/2021   | 17847   | COPS HEALTH TRUST                  | OCTOBER 2021 DENTAL & VISION             | 1,531.80         |
| 10/01/2021   | 17848   | MADISON NATIONAL LIFE INSURANCE CO | OCTOBER 2021 LIFE INSURANCE COVERAGE     | 100.19           |
| 10/01/2021   | 17849   | PRIORITY HEALTH                    | OCTOBER 2021 HEALTH INSURANCE            | 23,892.25        |

|                    |       |                                    |  |           |
|--------------------|-------|------------------------------------|--|-----------|
| 10/01/2021         | 17850 | R & R ASSESSING INC                | ASSESSING SERVICES OCTOBER 2021          | 1,525.00  |
| 09/30/2021         | 17851 | MIDWEST TRACTOR & EQUIPMENT CO INC | 2007 DUMP TRUCK - TRUCK #16              | 42,515.00 |
| 10/05/2021         | 17853 | VERIZON                            | CELL PHONE SERVICE 8/24/21 - 09/23/21    | 1,177.30  |
| 10/05/2021         | 17854 | REPUBLIC WASTE SERVICES            | DPW/CITY GARBAGE/RECYCLE OCTOBER 2021    | 465.00    |
| 10/05/2021         | 17855 | CHARTER COMMUNICATIONS             | DPS PHONES/INTERNET/TV THROUGH 10/18/21  | 496.72    |
| 10/05/2021         | 17856 | US INTERNET                        | SECURENCE EMAIL FILTERING SERVICE 10/14/ | 70.00     |
| 10/05/2021         | 17857 | QUADIENT FINANCE USA               | POSTAGE ADDED TO METER 09/03/21, ENVELOP | 1,032.93  |
|                    |       |                                    |  | 73,252.88 |
| Total Paper Check: |       |                                    |  | 88,306.43 |

REPORT TOTALS:

Total of 29 Checks:

88,306.43

Less 0 Void Checks:

0.00

Total of 29 Disbursements:

**88,306.43**

## Off Cycle Payment Authorization

**Brian Kelley, City Clerk/Treasurer**

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

Insert Signature:

**Brian Kelley**  
Digitally signed by Brian Kelley  
Date: 2021.10.08 08:00:54 -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: 2021.10.08 12:18:12 -04'00'

## **Reports & Communications:**

### **A. Public Hearing - Darby Metal Treating IFT Application – Resolution 2021-16:**

Darby Metal Treating Inc. made application for an IFT Tax Abatement for a building addition. Notification has been made to the tax units and to the City Assessor for purposes of tonight's Public Hearing to consider this request.

**Recommended action:** Consider adopting Resolution 2021-16 to confirm Council's support of the IFT Abatement Request as presented.

### **B. WR – Door Replacement**

Superintendent Pond included a project in the 2021/2022 budget to replace doors originally installed in 1980 at the Water Renewal Facility. Bids have been returned and evaluated. The recommended action is to award the project to the low bidder.

**Recommended action:** Consider approving a project to replace four (4) single and two (2) double doors at the Water Renewal Facility with Bommersheim Window & Door in the amount of \$42,980.96.

### **C. DPW – Truck 12 Repairs**

Superintendent Nieuwenhuis reports the engine on Truck 12 has failed. This truck was repaired earlier in the year, but now has engine troubles with the turbo. A re-build of the engine and turbo is estimated at \$16,880 from M & C. This truck is needed for plowing, leaf pickup and street paving, as it's the only truck that can carry the pull paver.

**Recommended action:** Consider approving additional repairs to Truck 12 engine to be done by M & C at an estimated amount of \$16,800.00

## **Reminder of Upcoming Meetings**

- October 12, 2021 – Plainwell DDA/BRA/TIFA Board– 7:30am
- October 14, 2021 – Plainwell Parks & Trees Commission – 5:00pm
- October 14, 2021 – Allegan County Board of Commissioners – 7:00pm
- October 20, 2021 – Plainwell Planning Commission – 7.00pm
- **October 25, 2021 – Plainwell City Council – 7:00pm**

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

- None