# **City of Plainwell**

Rick Brooks, Mayor Lori Steele, Mayor Pro-Tem Brad Keeler, Council Member Todd Overhuel, Council Member Roger Keeney, Council Member



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

"The Island City"

# AGENDA Plainwell City Council Tuesday, May 28, 2019 7:00 PM

- 1. Call to Order
- 2. Invocation
- 3. Pledge of Allegiance
- 4. Roll Call
- 5. Approval of Minutes/Summary 05/13/2019 Regular Meeting
- 6. General Public Comments
- 7. County Commissioner Report
- 8. Agenda Amendments
- 9. Mayor's Report
- 10. Recommendations and Reports:

# A. Public Hearing – Tokusen Hytech, Inc. IFT Application – Resolution 19-13

Council will hold a Public Hearing to receive comment on the Act 198 Application from Tokusen HyTech, Inc. for \$1,432,376 in real property for 12 years and \$2,070,000 in personal property for 6 years.

# B. Resolution 19-14 – MDOT Contract – Airport Runway Crack Sealing

Council will consider adopting a resolution authorizing the City Manager to execute all documents related to an approved airport runway crack sealing project.

# C. Sherwood Park Restroom Bids

Council will consider accepting a bid from Quality Precast Inc. for \$44,850.00 for the Sherwood Park Restroom, pending approval from the MDNR Recreation Passport Grant.

# D. WR Maintenance of Disinfection Feed Equipment

Council will consider approving a project for maintenance of the disinfection feed equipment with RS Technical Services at a cost of \$4,523.12.

# E. WR Purchase of Primary Clarifier Equipment

Council will consider approving the purchase of five (5) drive jaw and sprocket assemblies for the primary clarifier from Brentwood Industries at a cost of \$6,064.25.

# F. Draft BRA/TIFA/DDA 2019/2020 Budget

Council will consider the draft 2019/2020 BRA/TIFA/DDA Budget for approval.

## G. Set a Public Hearing – 2019/2020 Budget

Council will consider setting a Public Hearing for Monday, June 24, 2019 at 7:00pm for consideration and adoption of the 2019/2020 Plainwell City Budget .

- 11. Communications: The April 2019 Water Renewal Report
- 12. Accounts Payable \$40,599.50
- 13. Public Comments
- 14. Staff Comments
- 15. Council Comments
- 16. Adjournment

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

# **Reminder of Upcoming Meetings**

- June 13, 2019 Allegan County Board of Commissioners 1:00pm
- June 11, 2019 Plainwell DDA/BRA/TIFA Board 7.30am
- June 5, 2019 Plainwell Planning Commission 7:00pm
- June 10, 2019 Plainwell City Council 7:00pm

#### MINUTES Plainwell City Council May 13, 2019

- 1. Mayor Brooks 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 Brooks, Mayor Pro-tem Steele, Councilmember Keeler, Councilmember Overhuel and Councilmember Keeney. Absent: None.
- 5. Approval of Minutes/Summary:

A motion by Steele, seconded by Overhuel, to accept and place on file the Council Minutes and Summary of the 04/22/2019 regular meeting and the Council Minutes. On voice vote, all voted in favor. Motion passed.

- 6. Public Comment: None
- 7. County Commissioner Report:

Commissioner Cain reported the County is proceeding with a ballot initiative in November 2020 to reset the Headlee Millage rate. The County continues to seek input on programs to be reinstated or supplemented as part of the millage request. He also reported the Commission on Aging is taking bids for delivery services for Meals on Wheels and searching for funding options.

- 8. Agenda Amendments: None
- 9. Mayor's Report: None.
- 10. Recommendations and Reports:
  - A. Community Development Manager Siegel presented an application from Ace Hardware to install a propane tank in the parking area at Anderson and Bannister. Plans were reviewed by the Planning Commission which recommends approval. There was discussion on whether to charge rent for use of the parking spaces or to ask Ace to maintain the grass areas on Anderson as well as the Dumpster Corral.

A motion by Overhuel, seconded by Keeler, to approve the site plan for installing a propane tank for Ace Hardware in the city parking lot at Anderson and Bannister. On a voice vote, all voted in favor. Motion passed.

- B. Community Development Manager Siegel presented the application for the annual Memorial Day Parade. Public Safety has reviewed the plans for the annual parade set for May 27, 2019.
   A motion by Overhuel, seconded by Keeney, to approve Special Event Permit 19-02 for the annual Memorial Day Parade for May 27, 2019. On a voice vote, all voted in favor. Motion passed.
- C. Community Development Manager Siegel presented the application for the 2019 Plainwell Days Festival, including planned events and road maps. Public Safety has reviewed the plans for the event scheduled for June 13 through 16, 2019. Nancy Moorhouse discussed several of the planned events. A motion by Overhuel, seconded by Keeler, to approve Special Event Permit 19-03 for the Plainwell Days Festival June 13 through 16, 2019. On a voice vote, all voted in favor. Motion passed.

- D. City Manager Wilson presented a contract with the Michigan Department of Transportation for planned work on North Sherwood Avenue. The State requires a resolution naming the authorized representative for the city to execute all documents related to the contract.
   A motion by Steele, seconded by Overhuel, to adopt Resolution 19-11 authorizing the City Manager to execute all documents related to the North Sherwood Avenue Construction Project. On a voice vote, all voted in favor. Motion passed.
- E. Superintendent Nieuwenhuis reported having received quotes for repaying the Sun Theatre Parking Lot after recent Consumers Energy electrical system upgrades. DPW Staff have already removed and replaced some trees.
   A motion by Steele, seconded by Keeler, to approve the project to pave the Sun Lot with Wyoming Asphalt for \$20,200.00, plus labor. On a roll-call vote, all voted in favor. Motion passed.
- F. City Manager Wilson briefed Council regarding application to the Michigan Economic Development Corporation for funds that would remove the last portions of the Mill. The application requires bid numbers for removing the selected buildings. The Administration recommends using GHD to engineer this third phase of the Mill Demolition Project at a quoted cost of \$66,030.00 A motion by Keeler, seconded by Overhuel, to approve the project with GHD for engineering related to the Mill Demolition Project at a cost not to exceed \$66,030.00. On a roll-call vote, all voted in favor. Motion passed.
- G. Treasurer Kelley reported that Superintendent Pond having loaned an unused ABS pump to the Village of Martin, which will need to continue to use this pump while its lift stations are being upgraded. Since the city no longer uses this style of pump in its system, it is recommended to sell the pump the Village of Martin for \$500. City Ordinance requires Council approval for all asset sales. A motion by Overhuel, seconded by Steele, to approve the sale of an unused ABS Pump to the Village of Martin for \$500.00. On a roll-call vote, all voted in favor. Motion passed.
- **H.** Treasurer Kelley reported having reviewed the listing of approved depositories for city funds as required by the Investment Policy. The current listing for consideration adds United Bank and Arbor Financial Credit Union.

A motion by Steele, seconded by Keeler, to adopt Resolution 19-12 to update the listing of approved depositories of city funds. On a voice vote, all voted in favor. Motion passed.

- 11. Communications:
  - A. A motion by Steele, seconded by Overhuel, to accept and place on file the April 2019 Investment and Funds Balance Reports and the Draft May 2, 2019 Planning Commission Minutes. On a voice vote, all in favor. Motion passed.
- 12. Accounts Payable:

A motion by Keeler, seconded by Steele, that the bills be allowed and orders drawn in the amount of \$129,666.97 for payment of same. On a roll call vote, all in favor. Motion passed.

- 13. Public Comments: None
- 14. Staff Comments

Personnel Manager Lamorandier reported interviewing for seasonal help and for a Light Equipment Operator position. An offer has been made for the Light Equipment Operator position. She reported the retirement of Sheryl Gluchowski, DPW Administrative Assistant as of July 31, 2019 and that Cheryl Pickett will be transferred to DPW effective July 1. An offer has been made for a City Hall replacement for Cheryl Pickett. Shirley DeYoung's retirement party will be May 31 from 4pm-6pm at City Hall.

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Superintendent Nieuwenhuis reported the Sun Lot work and that the flower beds are ready for planting on Saturday May 18, 2019.

Community Development Manager Siegel reported the Farmers Market will open in the Sweetwaters Parking Lot on May 23 and the "President Grant" will speak at the school and at City Hall on May 28, 2019.

Clerk/Treasurer Kelley expressed gratitude for Monica Nagel, Clerk for the City of Saugatuck for allowing him to work the May 7, 2019 election as an opportunity to learn more about the election process which will serve to help the citizens of Plainwell.

#### 15. Council Comments:

None.

16. Adjournment:

A motion by Steele, seconded by Keeler, to adjourn the meeting at 7:38 PM. On voice vote, all voted in favor. Motion passed.

Minutes respectfully Submitted by, Brian Kelley City Clerk/Treasurer

# SUMMARY Plainwell City Council May 13, 2019

- 1. Mayor Brooks called the regular meeting to order at 7:00 PM in Council Chambers at City Hall.
- 2. Scott Fenner from Lighthouse Baptist Church gave the invocation.
- 3. Pledge of Allegiance was given by all present.
- 4. Roll Call: Present: Brooks, Steele, Keeler, Overhuel and Keeney. Absent: None.
- 5. Approved Minutes/Summary of the 04/22/2019 regular meeting.
- 6. Approved a site plan for installing a propane tank for Ace Hardware in the city parking lot at Anderson and Bannister.
- 7. Approved Special Event Permit 19-02 for the Annual Memorial Day Parade for May 27, 2019.
- 8. Adopted Special Event Permit 19-03 for the Plainwell Days Festival for June 13-16, 2019.
- 9. Adopted Resolution 19-11 authorizing the City Manager to execute all documents related to an approved Sherwood Avenue construction project.
- 10. Approved a project to pave the Sun Theatre Parking Lot with Wyoming Asphalt for \$20,200.00.
- 11. Approved a project with GHD for engineering related to the Mill Demolition Project at a cost not to exceed \$66,030.00.
- 12. Approved the sale of an unused ABS pump to the Village of Martin for \$500.00.
- 13. Adopted Resolution 19-12 updating the list of approved depositories for city monies.
- 14. Accepted and placed on file the April 2019 Investment and Fund Balance Reports and the Draft May 1, 2019 Planning Commission Meeting Minutes.
- 15. Approved Accounts Payable for \$129,666.97.
- 16. Adjourned the meeting at 7:38 pm.

Submitted by, Brian Kelley City Clerk/Treasurer

The City of Plainwell is an equal opportunity provider and employer

#### Resolution 19-13 City of Plainwell Allegan County, Michigan

#### A RESOLUTION REGARDING THE GRANTING OF ACT 198 TAX EXEMPTION TO TOKUSEN HYTECH, INC., 950 LINCOLN PARKWAY, 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, Tokusen Hytech, Inc., 950 Lincoln Parkway, 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 April 8, 2019; 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 May 28, 2019 at 7:00 p.m. and

WHEREAS, notice of said hearing was also published in the <u>Union</u> <u>Enterprise</u> on May 2, 2019; and

**WHEREAS,** a Public Hearing was held on May 28, 2019 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 Tokusen Hytech, Inc, 950 Lincoln Parkway, Plainwell, Michigan 49080, Act 198 for Industrial Facilities Exemption for \$1,432,376 in real property for twelve years and \$2,070,000 in personal property for six years.

YES: NO: ABSENT:

Brian Kelley, City Clerk

# **CERTIFICATE:**

### STATE OF MICHIGAN COUNTY OF ALLEGAN

I, the undersigned do hereby certify the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Plainwell, Michigan at a regular meeting of the City Council held on the 28<sup>th</sup> day of May, 2019.

Brian Kelley, City Clerk

# **Application for Industrial Facilities Tax Exemption Certificate**

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

**INSTRUCTIONS:** File the original and one copy of this form and the required attachments (two complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires one complete set (one original). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call 517-373-3302.

	To be completed by Cle	erk 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 Tokusen Hytech, Inc	the occupant/operator of the facility)	<ul> <li>1b. Standard Industrial Classifier</li> <li>3495</li> </ul>	cation (SIC) C	Code - Sec. 2(10) (4 or 6 Digit Code)
1c. Facility Address (City, State, ZIP Con 950 Lincoln Parkway	de) (real and/or personal property location	n) 1d. City/Township/Village (indic Plainwell	ate which)	▶ 1e. County Allegan
<ul> <li>2. Type of Approval Requested</li> <li>New (Sec. 2(5))</li> </ul>	Transfer	<ul> <li>3a. School District where facility</li> <li>Plainwell Community So</li> </ul>		▶ 3b. School Code 03010
Speculative Building (Sec. 3(8) Research and Development (S			exemption (1-	12 Years)
5. Per section 5, the application shall contain nature and extent of the restoration, replace more room is needed.	n or be accompanied by a general descr ement, or construction to be undertaken,	iption of the facility and a general descr a descriptive list of the equipment that	iption of the p will be part of	proposed use of the facility, the general the facility. Attach additional page(s) is
waste storage. Construction i manufacturing capacity in our				
	nd associated costs. permit if project has already begur	1.	Re ¢	1,432,376 eal Property Costs 2,070,000
* Attach itemized listing with month, day and year of beginning of installation, plus total Personal Property Costs \$3,502,376			ersonal Property Costs	
		otal of Real & Personal Costs		
<ol><li>Indicate the time schedule for start and fi certificate unless otherwise approved by the</li></ol>		Ilation. Projects must be completed wit	hin a two yea	r period of the effective date of the
		End Date (M/D/Y) 05/15/2019 ►	X Owned	Leased
Personal Property Improvements	05/15/2019	12/31/2020	X Owned	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 X No				
▶ 9. No. of existing jobs at this facility that 145		10		create within 2 years of completion.
11. Rehabilitation applications only: Comple obsolescence statement for property. The 1	ete a, b and c of this section. You must a Faxable Value (TV) data below must be a	ttach the assessor's statement of SEV as of December 31 of the year prior to t	for the entire he rehabilitat	plant rehabilitation district and on.
<ul> <li>a. TV of Real Property (excluding land)</li> <li>b. TV of Personal Property (excluding inv</li> </ul>				
c. Total TV				
▶ 12a. Check the type of District the facilit		abilitation District		
Industrial Developm     12b. Date district was established by loc		bilitation District     12c. Is this application for a specific term of the second secon	eculative build	ling (Sec. 3(8))?
04/05/2019		Yes X 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	13b. Telephone Number	13c. Fax Number	13d. E-mail Address
Richard Graff	(269) 685-1768	(269) 685-9250	rgraff@hytechspring.com
14a. Name of Contact Person     14b. Telephone Number       Richard Graff     (269) 685-1768		14c. Fax Number (269) 685-9250	14d. E-mail Address rgraff@hytechspring.com
▶ 15a. Name of Company Officer (No Aut Richard Graff , PREST D	- /		
15b. Signature of Company Officer (No Aut	thorized Agents)	15c. Fax Number	15d. Date
1111		(269) 685-9250	04/05/2019
▶ 15e Mailing Address (Street, City, State, ZIP Code) 950 Lincoln Parkway, MI 49080		15f. Telephone Number (269) 685-1768	15g. E-mail Address

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

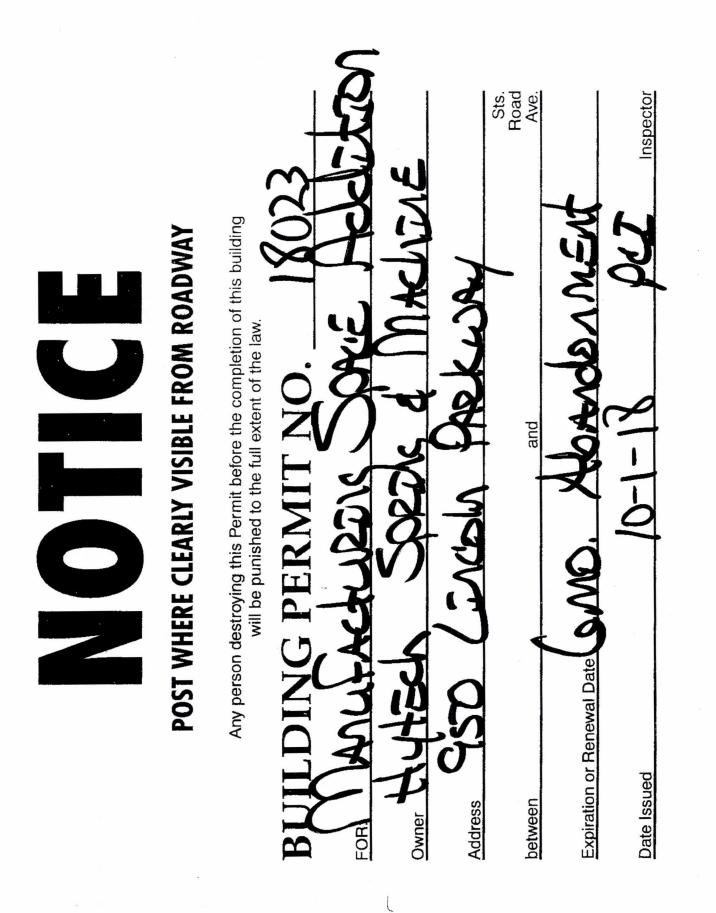
State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original of the completed application and all required attachments to:

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

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
LUCI Code	Begin Date Real	Begin Date Personal	End Date Real	End Date Personal





RE: Abatements Scott Musser to: RGraff@hytechspring.com 04/05/2019 02:51 PM Hide Details From: Scott Musser <Scott@deltadesignsystems.com> To: "RGraff@hytechspring.com" <RGraff@hytechspring.com>,

We started foundations on Monday October 22, 2018.

Scott Musser Delta Design Systems, Inc. (269)353-7800

From: RGraff@hytechspring.com [mailto:RGraff@hytechspring.com] Sent: Friday, April 05, 2019 2:46 PM To: Scott Musser Subject: RE: Abatements

Scott,

Spoke with Denise. The deadline is 6 months after the footers went in. Do you know when that was?

Best Regards, Richard Graff HyTech Spring and Machine Corp.

 From:
 Scott Musser <Scott@deltadesignsystems.com>

 To:
 "RGraff@hytechspring.com" <RGraff@hytechspring.com>,

 Date:
 04/05/2019 11:53 AM

 Subject:
 RE: Abatements

Good morning Richard,

Enclosed is a copy of the building permit which was received on 10/1/18. That makes it 6 months as of this past Monday.

We did not do anything on this for you. I don't think the City will have a problem with the 6 month time limit, I thought it was a year.

We would suggest contacting Denise at the City to get the ball rolling: Denise Siegel Community Development Manager City of Plainwell 269-685-6821 Scott Musser Delta Design Systems, Inc. (269)353-7800

From: RGraff@hytechspring.com [mailto:RGraff@hytechspring.com] Sent: Friday, April 05, 2019 11:41 AM To: Scott Musser Subject: Abatements

#### Scott,

I was talking to Jill Bland at Southwest Michigan first today about abatements. She said we had to apply for any abatements within 6 months of footer permits. Did you by chance do anything on this? Do you know when the permit was issued? If longer than 6 months do you know if there is a way around it?

Best Regards, Richard Graff HyTech Spring and Machine Corp.

#### Disclaimer

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This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more <u>Click Here</u>.[attachment "Hytech Building Permit.pdf" deleted by Richard Graff/HyTech]

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		i	:				
Equipment Model	Type	Qty	Estim	Estimated Install Date Value		EXT COST	
Purchased							
L12-1M7	<b>Swiss Turning Center</b>		1	5/1/2019	205,000.00	205,000.00	
K16EVII	Swiss Turning Center		1	5/1/2019	239,000.00	239,000.00	
L20E-2M8	Swiss Turning Center		7	6/15/2019	209,000.00	209,000.00	
Future							
L12-1M7	<b>Swiss Turning Center</b>		2	Early 2020	205,000.00	410,000.00	
K16EVII	Swiss Turning Center		e	Mid 2020	239,000.00	717,000.00	
Miyano CNC Lathe	Horizontal Lathe		1	Mid 2020	290,000.00 290,000.00	290,000.00	
Total						2,070,000.00	

Tokusen HyTech Expansion Purchased and Planned Equipment

# Legal Description of Tokusen HyTech facility expansion.

LOT 23 LOT 24 & LOT 20 EXCEPT THE S 307.25' INDUSTRIAL PARK PLAT #2 (98)

City of Plainwell County of Allegan

# **Resolution 19-14** Approving MDOT Contract No. 2019-0410

Minutes of the regular meeting of the Council of the City of Plainwell, County of Allegan, State of Michigan, held on May 28, 2019.

PRESENT:

ABSENT:

Motion was made by \_\_\_\_\_, seconded by \_\_\_\_\_, that the following resolution be adopted:

**WHEREAS**, the City Council of the City of Plainwell does hereby determine it is necessary to crack seal as defined in Project No B-26-0000-1119, Contract No. 2019-0410 at the Plainwell Municipal Airport.; and

**WHEREAS**, it is the determination of the contract that the estimated project cost is to be \$14,54000 The City of Plainwell's estimated shared cost to be \$7,270.00 with the MDOT share to be \$7,270.00.; and

#### NOW, THEREFORE, BE IT RESOLVED THAT:

1. Erik Wilson, City Manager is designated as an Authorized Representative for purposes of the MDOT Contract No. 2019-0410 Agreement.

2. The proposed form of the MDOT Contract NO. 2019-0410 between the City of Plainwell and MDOT is hereby approved and the Authorized Representative is authorized and directed to execute the MDOT Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.

YEAS:

NAYS:

**RESOLUTION DECLARED ADOPTED May 28, 2019** 

Brian Kelley, City Clerk City of Plainwell, County of Allegan I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Plainwell, County of Allegan, State of Michigan, at a regular meeting held on May 28, 2019, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Brian Kelley, City Clerk City of Plainwell, County of Allegan



GRETCHEN WHITMER GOVERNOR STATE OF MICHIGAN DEPARTMENT OF TRANSPORTATION LANSING

PAUL AJEGBA DIRECTOR

April 25, 2019

Virgil Williams, Manager Plainwell Municipal Airport 211 N. Main St Plainwell, Michigan 49080

Dear Mr. Williams:

SUBJECT: Plainwell Municipal Airport Plainwell, Michigan Proj. No. B-26-0000-1119 MDOT Contract No. 2019-0410

Enclosed are the original and one copy of the above-described contract between your organization and the Michigan Department of Transportation. Please take time to read and understand this contract. If this contract meets with your approval, please complete the following checklist:

\_\_\_\_\_ PLEASE DO NOT DATE THE CONTRACTS. MDOT will date the contracts when they are executed. (A contract is <u>not</u> executed unless both parties have signed it.)

\_\_\_\_\_ Secure the necessary signatures on <u>both</u> contracts.

- \_\_\_\_\_ Include a certified resolution/authorization that specifically names the official(s) authorized to sign the contract. One must be submitted for each new set of contracts even though you may have submitted one to us in the past.
- Return <u>both</u> copies of the contract to my attention at the address below for execution by MDOT. In order to meet the scheduled project start date and/or timely processing of project costs, *please return the signed sponsor contracts as soon as you have secured local approval.* One fully executed contract will be forwarded to you.

If you have any questions, please call me at (517)335-9960.

Sincerely,

Banere

Anu Taneja, Contract Administrator Office of Aeronautics

Enclosures cc: Christina Thelen File

#### MICHIGAN DEPARTMENT OF TRANSPORTATION

#### CITY OF PLAINWELL

#### CONTRACT FOR A STATE/LOCAL

#### AIRPORT PROJECT

This Contract is made and entered into this date of \_\_\_\_\_\_ by and between the Michigan Department of Transportation (MDOT) and City of Plainwell (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at Plainwell Municipal Airport, whose associated city is Plainwell, Michigan, such undertaking described in detail in Exhibit 1, dated April 25, 2019, attached hereto and made a part hereof (PROJECT).

# PROJECT DESCRIPTION: Rehabilitate Runway Airfield Crack Sealing and Rehabilitate Runway Airfield Paint Marking (under 2019 Statewide Program).

The parties agree that:

.

1. The term "PROJECT COST," as used herein, is defined in Attachment(s) 10, attached hereto and made a part hereof. The PROJECT COST will also include administrative costs incurred by MDOT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not eligible PROJECT COSTS.

#### THE SPONSOR WILL:

- 2. Pledge sufficient funds to meet its obligations as outlined in this Contract.
- 3. With regard to audits and record-keeping:
  - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.
  - b. The SPONSOR will comply with the provisions of 1951 PA 51; MCL 247.660h.
  - c. The SPONSOR will maintain the RECORDS for at least three (3) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at

least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

- d. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
- e. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.
- 4. Provide and will require its subcontractors to provide access by MDOT or its representatives to all technical data, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to MDOT upon request. The SPONSOR also agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of MDOT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of three (3) years from the date of final payment.
- 5. In the performance of the PROJECT, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.
- 6. The SPONSOR agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

#### MDOT WILL:

7. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned to or billed to the SPONSOR.

#### IT IS FURTHER AGREED THAT:

8. The PROJECT COST participation is estimated to be as shown below and as shown in the attached Exhibit 1. The PROJECT COST participation shown in Exhibit 1 is to be considered an estimate. The actual MDOT and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the PROJECT.

Maximum MDOT Share\$	7,270.00
SPONSOR Share\$	
Estimated PROJECT COST\$1	4,540.00

9. The PROJECT COST will be met in part by contributions from MDOT. The MDOT funds will be applied to the PROJECT COST at a rate of 50% for those items eligible for state participation, in an amount not to exceed the maximum obligation shown in Section 8 or the revised maximum obligation set forth in a budget letter, as set forth in Section 10, as applicable. Any items of PROJECT COST not funded with MDOT funds will be the sole responsibility of the SPONSOR.

MDOT funds in this Contract made available through legislative appropriations are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

10. The PROJECT COST shown in Section 8 includes the maximum obligation of MDOT funds under this Contract. The maximum obligation of MDOT funds may be adjusted to an amount less than the maximum amount shown in Section 8 through a budget letter issued by MDOT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT COSTS. The budget letter will be signed by the Administrator of the Airports Division of the Office of Aeronautics.

A budget letter may also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations set forth in Section 8. If the PROJECT COST exceeds the maximum obligations shown in Section 8, the PROJECT scope will have to be reduced or a written amendment to this Contract will have to be awarded by the parties to provide additional funds before the work is started.

11. In the event it is determined by MDOT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, MDOT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portions of the PROJECT. Any SPONSOR deposits on the canceled portions less PROJECT COSTS incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting that excess funds be returned or at the time of financial closure, whichever comes first.

MDOT will not participate in the PROJECT COSTS incurred on the canceled portions of the PROJECT, and Sections 8 and 9 will not be construed to require MDOT's participation in the canceled portions.

12. Payment or reimbursement to the SPONSOR of any costs by MDOT will not constitute a final determination by MDOT of the allowability of such costs and will not constitute a waiver by MDOT of any violation of the terms of this Contract committed by the SPONSOR. MDOT will make final determination as to allowability of costs only after final audit of the PROJECT.

- 13. All agreements, contracts, and supply requisitions involving MDOT funds will comply with the requirements of 49 CFR Part 18 and 2 CFR Part 200.
- 14. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the SPONSOR fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

15. Any approvals, reviews, and/or inspections of any nature by MDOT will not be construed as warranties or assumptions of liability on the part of MDOT. It is expressly understood and agreed that any such approvals are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Contract, and that such approvals are a governmental function incidental to the grant that is the subject of this Contract.

Any approvals, reviews, and/or inspections by MDOT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, reviews, and/or inspections provided by MDOT to be construed as warranties as to the propriety of the SPONSOR's performance but are undertaken for the sole use and information of MDOT.

- 16. In connection with the performance of PROJECT work under this Contract, the SPONSOR (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The SPONSOR (hereinafter in Appendix B referred to as the "contractor") further agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Section 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof. These provisions will be included in all subcontracts relating to this Contract.
- 17. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract.
- 18. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party to the contract that is the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in pursuing the resolution of any dispute and/or litigation will be the responsibility of the SPONSOR.
- 19. MDOT will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.

20. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract, as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this Contract.

21. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The SPONSOR shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract.

- 22. This Contract will be in effect from the date of award through three (3) years . Any change to the term of this Contract will be by award of a prior written amendment to this Contract by the parties.
- 23. In case of any discrepancies between the body of this Contract and any exhibit(s) hereto, the body of the Contract will govern.

24. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the SPONSOR, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF PLAINWELL

By: \_\_\_\_

Title:

# MICHIGAN DEPARTMENT OF TRANSPORTATION

By: \_\_\_

Title: Department Director

# **EXHIBIT 1**

#### PLAINWELL MUNICIPAL AIRPORT PLAINWELL, MICHIGAN

#### Project No. B-26-0000-1119\* Contract No. FM 84-00-C52\* Job No. 205287CON & 205288CON

April 25, 2019

	Federal	State	Local	Total
ADMINISTRATION	\$0	\$0	\$0	\$0
DEPARTMENT-AERO	\$0	\$0	\$0	\$0
PLANNING	\$0	\$0	\$0	\$0
DESIGN	\$0	\$0	\$0	\$0
CONSTRUCTION Rehabilitate Runway Airfield Crack	\$0	\$7,270	\$7,270	\$14,540
Sealing (under 2019 Statewide				8
Program) Rehabilitate Runway Airfield Paint	\$0	\$6,200	\$6,200	\$12,400
Marking (under 2019 Statewide				
Program)	\$0	\$1,070	\$1,070	\$2,140
-				
TOTAL PROJECT BUDGET	\$0	\$7,270	\$7,270	\$14,540

\*Referencing the common project number & contract number which includes both F/S/L & S/L sites.

Letting Information:	02/01/19	MDOT Letting
Period of Performance End Date:	12/01/19	
MAC Approval:	03/27/19	
Quantity Breakdown: Crack Sealing Solid White Solid Yellow	20,000 7,900 300	LFT SFT SFT

### ATTACHMENT 10

### SUPPLEMENTAL PROVISIONS FOR STATE/LOCAL CONTRACTS INVOLVING CRACK SEALING AND PAVEMENT MARKING FOR WHICH THE DEPARTMENT OPENS BIDS AND AWARDS THE CONTRACTS

- 1. The "PROJECT COST" is defined as the cost of all work necessary to complete the item(s) identified in the body of this Contract as the PROJECT.
- 2. The DEPARTMENT is authorized to solicit bids, award, and execute the contract for the PROJECT in accordance with the DEPARTMENT's "Administrative Rules Governing the Prequalification of Bidders for Highway and Transportation Construction Work."
- 3. The SPONSOR will be billed by the DEPARTMENT following award of this Contract. The amount of the billing will be shown as the local share on the attached Exhibit 1.

The DEPARTMENT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COSTS for changes approved by the DEPARTMENT and the SPONSOR at the time of award of an amendment to this Contract. The SPONSOR will make payment to the DEPARTMENT within thirty (30) days of the billing date.

4. The DEPARTMENT is authorized by the SPONSOR and is responsible for coordinating with the contractor to perform the PROJECT work. The DEPARTMENT or the contractor will contact the SPONSOR a minimum of 48 hours in advance of performing PROJECT work. The DEPARTMENT and its contractor will be authorized to enter upon the airport premises to conduct the PROJECT work. The SPONSOR will issue a NOTAM (Notice to Airman) regarding the PROJECT activity at the airport. Payment of all PROJECT COSTS will be made by the DEPARTMENT.

#### APPENDIX A PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

- 1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
- 2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
- 3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
- 5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
- 6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

- 7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
- 8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
- 9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

# Appendix B

(Aeronautics)

### CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21 CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations. The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3. Solicitation for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials of leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4. Information and Reports. The contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the sponsor of the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

- r

6. Incorporation of Provisions. The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directive issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States.

# City of Plainwell

Rick Brooks, Mayor Lori Steele, Mayor Pro-Tem Brad Keeler, Council Member Roger Keeney, Council Member Todd Overhuel, Council member



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

# MEMO

To:	Erik Wilson, City Manager
From:	Denise Siegel, Community Development Manager
Subject:	DNR Rec Passport Bid Acceptance
Date:	May 23, 2019

The DNR Rec Passport second bid opening was on Wednesday, May 22, 2019.

We received one quote from QPI Precast and Supply for this project. We do not believe bidding again will have any benefit for number of additional bidders or improved pricing.

QPI Bid

Restroom Design/delivery	\$42,000
Alt. 1 Drinking Fountain	\$ 2,200
Alt. 2 Baby Changing Station	<u>\$650</u>
	\$ 44,850

I am suggesting that City Council accept the above bid, pending approval of the MDNR.

Bid Opening as Read – May 22, 2019 @ 3 p.m. Sherwood Park Restroom Project City of Plainwell 833990

nutrin Eabor Changely Hinth Comments celt? aut. Signed leso 1 200 42,000,00 Altz **Base Bid Contract** Plan Holder of Record 1.0.01 2. s. 4. 5.

5/22/9

#### **SECTION 00 41 00**

#### **BID FORM**

PRO	JECT IDENTIFICATION:	City of Plainwell Allegan County, Michigan
CON	FRACT IDENTIFICATION:	Sherwood Park Improvements & Enhancements
AND	NUMBER	F&V Project No. 833990 Grant No. RP16-0075
ARTI	CLE 1 – BID RECIPIENT	
1.01	This Bid is submitted to:	City of Plainwell 211 N. Main Street

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Plainwell, MI 49080

#### **ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **60 days** after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

#### **ARTICLE 3 – BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that may be identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that may be identified in the Supplementary Conditions, especially with respect to Technical Data.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid, within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by ENGINEER is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

- 4.01 Bidder certifies that:
  - A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
  - B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
  - C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
  - D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
    - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
    - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
    - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
    - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item	ITEM	UNIT	EST	UNIT	EST
No	DESCRIPTION		QNTY	PRICE	AMOUNT
1	Prefabricated Concrete Restroom Building	Lsum	1	\$12,000.00	42,000,00

TOTAL OF ALL BASE BID PRICES:

FOURTH TWO	THOUZAND	Veo	(\$ \$2,000.00
		(use words)	(use figures)

#### **BID ALTERNATES**

Bidder will provide pricing for the following ALTERNATE Work in accordance with the Bidding Documents. The Owner reserves the right to accept or reject any or all Bid Alternates.

ltem No	ITEM DESCRIPTION	UNIT	EST QNTY	UNIT PRICE	EST AMOUNT
A1	Drinking Fountain	Lsum	1	2,200.00	2.200.00
A2	Baby Changing Station	Lsum	1	650.00	650.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual guantities, determined as provided in the Contract Documents.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work for both Contracts A & B will be substantially completed on or before <u>August 23, 2019,</u> and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on <u>August 30, 2019</u>
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### TIME ALTERNATE:

If Bidder takes exception to the Contract Time(s) stipulated in the Agreement, Bidder is requested to stipulate below his proposed alternate time(s) and completion dates for performance of the Work.

#### 6.03 SUBCONTRACTOR LISTING:

Bid is submitted on the basis of the use of the following Subcontractors:

WORK ITEM	<u>FIRM</u>	CITY
Restroom Building	QUALITY PROCAST INC.	KALAMAZOO

Please note for each work item, if work is to be performed by Bidder or Subcontractor. If by Subcontractor, provide name and City for each Subcontractor. Failure to list Subcontractors with the Bid waives Bidder's rights to a change in Contract Time or Price or withdrawal of Bid and Bid Security, in the event OWNER has reasonable objections to any Subcontractor.

If Subcontractors are not identified above, OWNER shall have the right to reject any Subcontractor for reasonable cause. In this case, the apparent low Bidder shall engage a Subcontractor acceptable to OWNER and waives the right to withdraw Bid and Bid Security, and further, waives right to a change in Contract Time or Price due to failure to list.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- D. Required Bidder Qualification Statement with Supporting Data; and

#### **ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### **ARTICLE 9 – BID SUBMITTAL**

9.01

This Bid is submitted by:
If Bidder is:
An Individual
Name (typed or printed):
By:(Individual's signature)
Doing business as:
<u>A Partnership</u>
Partnership Name:
By:
Name (typed or printed):

## A Corporation

Corporation Name: QUALITY PROCRET JAC.	_(SEAL)
State of Incorporation:MCHIGAN.	_
Type (General Business, Professional, Service, Limited Liability):	
Viec Not Capting ()	_
By:	_
(Signature attach evidence of authority to sign)	
Name (typed or printed): DAN SCHIERDECK	_
Title: V.P. (CORPORATE SEAL)	_
Attest Col Schult	_
Date of Qualification to do business in <u>Michican</u> [State located] is <u>SE   14   BOH</u> .	e where Project is
A Joint Venture	
Name of Joint Venture:	_
First Joint Venturer Name:	_(SEAL)
By:	 ority to sign)
Name (typed or printed):	_
Title:	_
Second Joint Venturer Name:	_(SEAL)
By:	authority to sign)
Name (typed or printed):	_
Title:	
(Each joint venturer must sign. The manner of signing for each individu corporation that is a party to the joint venture should be in the manner	
Bidder's Business Address 7800 ADOBE READ. KALAMI	1200. Mi 49009
Phone No. <u>229 · 342 · 0539</u> Fax No. <u>249 · 1</u>	344. 4810
E-mail DAN @ CONALITY PLACAST JAK, COM	
SUBMITTED on <u>5/21/19</u> , 2018.	
State Contractor License No.	

END OF SECTION

# THE CINCINNATI INSURANCE COMPANY

# **Bid Bond**

CONTRACTOR (Name, legal status and address):

Quality Precast, Inc. 7800 Adobe Road

Kalamazoo, MI 49009

OWNER (Name, legal status and address): City of Plainwell

211 N. Main Street

Plainwell, MI 49080

**BOND AMOUNT:** 

5%

SURETY (Name, legal status and principal place of business):

#### THE CINCINNATI INSURANCE COMPANY 6200 S. GILMORE ROAD **FAIRFIELD, OHIO 45014-5141**

This document has important legal consequences, Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**PROJECT** (Name, location or address, and Project number, if any): Sherwood Park Improvements & Enhancements

Project Number, if any: 833990

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st

day of May

2019 (Principal

(Witness)

Vib (Title)

astro

Witness

THE CINCINNATI INSURANCE COMPANY (Seal) Sare Sara Rous (Tille Power of Attorney

(Sea!)

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition. S-2000-AIA (11/10) PUBLIC

#### THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: that THE CINCINNATHINSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Randy Heemstra; Todd R. Van Dyk; John Broersma; Angela Fagan; Sara Rouse and/or Kelsey Callahan

of Wyoming, Michigan and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: Any such obligations in the United States, up to EFFORT ALL States, up to

Fifteen Million and No/100 Dollars (\$15,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the  $6^{th}$  day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and scaled by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the  $7^{th}$  day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8<sup>th</sup> day of March, 2017.



THE CINCINNATI INSURANCE COMPANY

Gare A. J. 2. te

Vice President

STATE OF OHIO ) \$55; COUNTY OF BUTLER )

On this 8<sup>th</sup> day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



MARK J. HULLER, Attorney at Law NOTARY PUBLIC - STATE OF OHIO My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Automey issued by said Company, and do hereby further certify that the said Power of Automey is still in full force and effect

GIVEN under my hand and seal of said Company at Fairfield, Ohio. day of



Secretary

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



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

# 5/24/2019

To: Erik Wilson, City Administrator From: Bryan Pond, Superintendent WR Cc: Brian Kelley City Treasurer RE: <u>Maintenance of Disinfection Feed Equipment</u>

The maintenance of the chlorine and sulfur dioxide feed system equipment is due. This service replaces all working parts to ensure the chemicals are continually fed to the process. The line item for outside services (590-540-930) has the required funding to accomplish this work

The company that provides this service is the registered factory representative in our area. I am requesting council's approval for the purchase and maintenance of our disinfection equipment for \$4,523.12 to R.S. Technical Services.

# **QUOTATION**

# **RS** Technical Services, Inc.

695 Lincoln Lake Ave. Lowell, Michigan 49331 (616)-897-7041 Fax (616)-897-3015

To:	129 FAI PLAINW Attn BR	VELL WWTP RLANE STREET /ELL M RYON POND 269) 685-5153 Shipping Details	Ship To: PLAINWELL WWTP I 49080 Fax: (269) 685-1994 No Partials Partials F.O.B. Dest F.O.B. Ship Point		
Item	n# Qnty	Part Number	Description	Unit Price	Amount
	0 0	NOTE	REMINDER: The Chlorine, Sulfur Dioxide, and Analyzer systems are due for service.	0.00	0.00
	1 0	G2416	PM KIT, ANALYZER	363.34	0.00
:	2 0	MISC	Misc. drain and reagent tubing for Micro/2000 Analyzer, etc.	25.00	0.00
	3 4	AAA1160	GRP P.M.KIT,200/500 PPD VAC RE	176.13	704.52
	4 4	AAA1343	MAINTENANCE KIT, S10K CHLORINATOR	114.10	456.40
	54	AAA4487	DIAPHRAGM BACKING, REPLACEMENT	80.50	322.00
	6 4	AAC5369	NIPPLE ASSEMBLY, 200 PPD	161.86	647.44
	7 2	APQ4389	KIT,PM 3/4" STD. INJECTOR	111.88	223.76
	8 2	MISC	SCV-1 INLINE CHECK VALVE, HYDRO INST	50.00	100.00
1	91	GA-SEO-CL2-1	0 SENSOR, CL2 & CLO2, 0-10 PPM, HYDRO INSTRUMENTS GA-170/180 Gas Sensor Element	400.00	400.00
1	0 1	GA-SEO-SO2-	30 SULFUR DIOXIDE SENSOR	500.00	500.00
1	1 40	RP684818	TUBING,.375OD*.25ID,POLYE	1.10	44.00
1	2 12	60424	TUBING CONNECTOR, STRAIGHT, PP 3/8 OD x 1/2" MNPT	4.25	51.00

TERMS - NET 30 DAYS	F.O.B SHIPPING POINT	Subtotal:	\$4,523.12
		Estimated Shipping Charges	\$0.00
		Salestax:	\$0.00
** Please sign and ret	urn so that we can proceed with your order. **	Net 30 Day Total:	\$4,523.12
1 / 1	cations and conditions are satisfactory	Net 31 - 60 Day Total:	\$4,590.97
and are hereby accepted.		Net 61 - 90 Day Total:	\$4,659.83
Authorized Signature:	Date:	Quoted By: Luke DeBoe	er

PLEASE REFERENCE THIS CO NUMBER WHEN PLACING ORDER - MINIMUM ORDER \$25.00 - EXCLUDING SHIPPING This quotation is valid for 30 days and subject to the attached terms and conditions. Thereafter it is subject to change without notice. Thank you for this opportunity to quote. All freight is now prepaid and added to invoices. "Destination" customers: add freight charge to any parts price before issuing your purchase order. All returns subject to 25% restocking fee. Credit Card Order minimum is \$100.00.

Quote #: CO- 14907

Date Job No: 3/1/2019

# QUOTATION

Quote #: CO- 14907

3/1/2019

Date

Job No:

# **RS** Technical Services, Inc.

695 Lincoln Lake Ave. Lowell, Michigan 49331 (616)-897-7041 Fax (616)-897-3015

To:	PLAINW	ELL WWTP	Ship To: PLAINWELL WWTP		
1	129 FAIF	RLANE STREE	Г		
F	PLAINWI	ELL	MI 49080		
A	Attn BR	YON POND	Attn: BRYON POND		
F	Phone (2	69) 685-5153	Fax: (269) 685-1994		
		Shipping Details	No Partials Partials F.O.B. Dest V F.O.B. Ship Point		
ltem#	<sup>e</sup> Qnty	Part Number	Description	Unit Price	Amount
Item#		Part Number FSH	Description FIELD SERVICE HOURS (ESTIMATE ONLY)	Unit Price 110.00	Amount 770.00
	7				

TERMS - NET 30 DAYS	F.O.B SHIPPING POINT	Subtotal:	\$4,523.12	
		Estimated Shipping Charges	\$0.00	
		Salestax:	\$0.00	
** Please sign and ret	urn so that we can proceed with your order. **	Net 30 Day Total:	\$4,523.12	
1 7 1	cations and conditions are satisfactory	Net 31 - 60 Day Total:	\$4,590.97	
and are hereby accepted.		Net 61 - 90 Day Total:	\$4,659.83	
Authorized Signature:	Date:	Quoted By:		

PLEASE REFERENCE THIS CO NUMBER WHEN PLACING ORDER - MINIMUM ORDER \$25.00 - EXCLUDING SHIPPING This quotation is valid for 30 days and subject to the attached terms and conditions. Thereafter it is subject to change without notice. Thank you for this opportunity to quote. All freight is now prepaid and added to invoices. "Destination" customers: add freight charge to any parts price before issuing your purchase order. All returns subject to 25% restocking fee. Credit Card Order minimum is \$100.00. Rick Brooks, Mayor Lori Steele Mayor Pro-Tem Roger Kenney, Council Member Brad Keeler, Council Member Todd Overhuel, Council Member www.plainwell.org



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

# 5/24/2019

To: Erik Wilson, City Administrator From: Bryan Pond, Superintendent WR Cc: Brian Kelley City Treasurer RE: <u>Purchase of Primary Clarifier Equipment</u>

The primary clarifier drives and chains were installed in 2000. Spare parts for replacement and maintenance were furnished at the time of installation and have been all consumed. The request is for five, drive jaw and sprocket assembly's, one for each tank.

The line item for *repair and maint*. *supplies is* (590-540-775) and has the required funding to accomplish this purchase.

The company that provides these parts is Brentwood Industries, Reading PA. c/o Hamlett Engineering of Howell MI. who is the registered factory representative in our area.

I am requesting council's approval for the purchase of the clarifier equipment for \$6,064.25 to Brentwood Industries Reading PA. c/o Hamlett Engineering of Howell MI.



# BRENTWOOD® Brentwood Industries, Inc. 500 Spring Ridge Drive, Reading PA 19610 PH: 610.347.8586 QUOTATION # 46892

C	ustomer :	City Of F	Plainwell		Freight :	FOB Facto	ory, PP &	k Add	
	Attn :	Bryan P	ond		*Engineering Time :	None Rec	quired		
Phor	ne : / Fax:	616-685	-5153 /		**Lead Time (after Dwg Approval):	4-6 Week	(S		
	email :	bpond@	plainwell.org		***Terms :	100% Pre	paymen	t	
	Re :	City of P	lainwell		Taxes :	No State	Taxes In	cluded Unless	Stated
Item	Part	No.	Description			U/M	Qty	Unit Price	Extended
1	100010	18-015	SPKT, 11T, NH78,	SHEAR PIN ASS'Y, PA	A6 SPKT W/304 SS HUB, 1.625"	EA	5	\$1,212.85	\$6,064.25
			SHAFT						
Pleas	e Email or						I	Total:	
	Your Order ur Reading				Jenny.Perry@brentwoodindustri		Dia second		d 1.40 a
	A Office	Notes:			ng. Final part numbers may change after I time starts after engineering drawing a		g. Please	provide ship to an	a bill to with order.
					EM MANUFACTURER'S REP IN YOU	JR AREA			
			Company: Contact:	HAMLETTENVI	RONMENTAL TECHNOLOGIES, CO. RANDY HAMLETT		***	Contigent on	Credit Approval
			Address:		905 GULLEY ROAD			2	
		City / S	itate / Zip:		HOWELL MI 48843				
			Phone: (517) 545-		il: randyh@hamlettenvironmental.			- 4	1:4
		nere will b		Components cannot	d items, at a minimum, & non-she be returned after 90 days of ship	ment.		eturned for cred	//.4
					IMUM ORDER - Note Quotes are s go to brentwoodindustries.com/term		aays		

# Fund 443 - BROWNFIELD REDEVELOPMENT AUTHORITY - BRA 05/06/2019

		15-16 ACTUAL	16-17 ACTUAL	17-18 ACTUAL	18-19 AMENDED	18-19 ACTUAL	18-19 PROJECTED	2019-2020 REQUESTED
OLD GL NUMBER	DESCRIPTION	AMOUNTS	AMOUNTS	AMOUNTS	BUDGET	TO 04/30	TOTALS	BUDGET
ESTIMATED REVENUE	ES							
Dept 002 - TAX REVE	NUES							
443-000-402.040	Captured Tax - AdVal Real - City	2,179	2,185	2,192	4,609	4,610	4,610	5,941
443-000-402.041	Captured Tax - AdVal Real - Library	261	261	263	556	867	867	1,157
443-000-402.042	Captured Tax - AdVal Real - Capital Impr	172	172	174	368	368	368	491
443-000-402.043	Captured Tax - AdVal Real - Fire Reserve	172	172	174	368	368	368	491
443-000-402.044	Captured Tax - AdVal Real - Solid Waste	224	224	226	478	478	478	638
443-000-402.048	Captured Tax - AdVal Real - County (All)	1,048	1,049	1,051	2,223	2,234	2,234	2,979
443-000-402.047	Captured DDA-SCHOOL	4,784	4,751	4,733	9,359	9,359	9,359	12,262
443-000-402.060	Captured Tax - AdVal Pers - City	694	646	585	549	549	549	489
443-000-402.061	Captured Tax - AdVal Pers - Library	83	77	70	66	103	103	95
443-000-402.062	Captured Tax - AdVal Pers - Capital Impr	55	51	46	44	44	44	40
443-000-402.063	Captured Tax - AdVal Pers - Fire Reserve	55	51	46	44	44	44	40
443-000-402.064	Captured Tax - AdVal Pers - Solid Waste	71	66	60	57	57	57	53
443-000-402.065	Captured Tax - AdVal Pers - County (All)	334	310	280	265	266	266	245
Totals for dept 002 - 1	TAX REVENUES	10,132	10,015	9,900	18,986	19,347	19,347	24,921
Dept 004 - INTERGO	/ERNMENTAL REVENUE - FEDERAL							
443-000-505.000	Federal Grant	0	0	65,000	0	0	0	0
Totals for dept 004 -	INTERGOVERNMENTAL REVENUE - FEDERAL	0	0	65,000	0	0	0	0
Dept 009 - INTEREST								
•	AND RENTS							
443-000-664.020	AND RENTS Interest Earned - Investments	10	54	510	95	219	263	200
443-000-664.020		10 10	54 54	510 510	95 95	219 219	263 263	200 200
443-000-664.020 Totals for dept 009 - I	Interest Earned - Investments INTEREST AND RENTS							
443-000-664.020 Totals for dept 009 - I Dept 010 - <b>OTHER RE</b>	Interest Earned - Investments INTEREST AND RENTS	10	54	510	95	219	263	200
443-000-664.020 Totals for dept 009 - I Dept 010 - <b>OTHER RE</b> 443-000-673.000	Interest Earned - Investments INTEREST AND RENTS EVENUES Sale of Fixed Assets - Land	10 0	54 0	510 114,637	<u>95</u> 0	219 0	263 0	<u>200</u> 0
443-000-664.020 Totals for dept 009 - I Dept 010 - <b>OTHER RE</b> 443-000-673.000 443-000-673.020	Interest Earned - Investments INTEREST AND RENTS EVENUES Sale of Fixed Assets - Land Sale of Fixed Assets - Miscellaneous	10 0 0	54 0 0	510 114,637 0	95 0 0	219 0 0	263 0 0	200 0 0
443-000-664.020 Totals for dept 009 - I Dept 010 - <b>OTHER RE</b> 443-000-673.000 443-000-673.020 443-000-694.000	Interest Earned - Investments INTEREST AND RENTS EVENUES Sale of Fixed Assets - Land Sale of Fixed Assets - Miscellaneous Miscellaneous Revenue	10 0	54 0	510 114,637 0 650	<u>95</u> 0	219 0	263 0	<u>200</u> 0
443-000-664.020 Totals for dept 009 - 1 Dept 010 - <b>OTHER RE</b> 443-000-673.000 443-000-673.020	Interest Earned - Investments INTEREST AND RENTS EVENUES Sale of Fixed Assets - Land Sale of Fixed Assets - Miscellaneous Miscellaneous Revenue	10 0 0 4,930	54 0 0 0	510 114,637 0	95 0 0 0	219 0 0 0	263 0 0 0	200 0 0 0
443-000-664.020 Totals for dept 009 - I Dept 010 - <b>OTHER RE</b> 443-000-673.000 443-000-673.020 443-000-694.000 Totals for dept 010 - 0	Interest Earned - Investments INTEREST AND RENTS EVENUES Sale of Fixed Assets - Land Sale of Fixed Assets - Miscellaneous Miscellaneous Revenue	10 0 0 4,930	54 0 0 0	510 114,637 0 650	95 0 0 0	219 0 0 0	263 0 0 0	200 0 0 0

Totals for dept 093 -	TRANSFERS FROM OTHER FUNDS	69,000	60,000	67,500	75,000	62,500	75,000	65,000
TOTAL ESTIMATED	TOTAL ESTIMATED REVENUES		70,069	258,197	94,081	82,066	94,610	90,121
APPROPRIATIONS								
Dept 443 - PUBLIC W	/ORKS							
, 443-000-703.000	Salaries/Wages - Full Time Employees	30,772	28,541	29,893	33,980	22,431	26,917	34,609
443-000-706.000	Wages - Part Time Employees	1,986	231	390	272	112	134	277
443-000-713.000	Other Post Employement Benefits	995	762	657	300	250	300	297
443-000-715.000	Payroll Tax - FICA/Medicare (Social Sec)	2,354	2,073	2,186	2,486	1,615	1,938	2,534
443-000-715.010	Health Insurance Premiums	8,430	8,088	5,642	5,164	4,271	5,125	5,319
443-000-715.012	Health Insurance - FSA - Employer Paid	0	14	24	25	13	16	0
443-000-715.013	Health Insurance - HSA - Employer Paid	0	0	1,920	2,537	2,034	2,441	2,538
443-000-715.015	Life Insurance	30	32	34	34	31	37	34
443-000-718.000	Retirement Benefits	2,453	2,414	2,510	2,941	1,940	2,328	2,997
443-000-724.000	Medical Insurance Opt Out	82	109	117	175	140	168	203
443-000-743.000	Uniforms	56	56	64	65	53	64	65
443-000-775.000	Supplies - Repairs and Maintenance	238	23	52	100	(10)	(10)	100
443-000-801.000	Engineering Services	490	8,400	1,109	2,000	0	0	2,000
443-000-801.013	Professional Services - Attorney	8,649	1,411	15,970	8,000	3,854	4,625	8,000
443-000-801.030	Professional Services - Audit	353	488	353	353	353	353	488
443-000-830.000	Contractual Reimbursement CRA Activities	7,598	7,513	7,426	14,240	8,621	14,510	18,691
443-000-850.000	Communications - Land Line Phones	3	21	0	0	0	0	0
443-000-900.000	Printing and Publishing	30	0	0	0	0	0	500
443-000-910.000	Liability Insurance	4,178	4,475	4,556	4,725	4,725	4,725	5,009
443-000-910.010	Workers Comp Insurance	329	286	357	399	395	395	406
443-000-930.000	Repairs and Maintenance - Equipment	5,856	2,357	9,278	15,000	5,485	15,000	7,000
443-000-930.015	Administrative Services - Accounting	132	0	116	0	200	200	0
443-000-930.050	Computer Services	106	58	34	50	30	36	50
443-000-940.000	Rentals - Equipment	1,608	1,131	1,976	1,500	660	792	1,200
443-000-956.000	Miscellaneous	0	346	42	0	0	0	0
Totals for dept 443 -	PUBLIC WORKS	76,728	68,829	84,706	94,346	57,203	80,094	92,317
				<b></b>	<b>//</b>			
Dept 900 - CAPITAL O	DUTLAY							
443-970-972.000	Contracted Services	892	0	0	0	0	0	0
Totals for dept 900 -	CAPITAL OUTLAY	892	0	0	0	0	0	0
Dept 905 - DEBT SER	VICE							
443-908-991.000	Principal Payment - Interfund Loans	14,037	0	14,636	14,782	12,318	14,782	14,930
443-908-995.000	Interest Payment - Interfund Loans	2,587	0	1,939	1,843	1,536	1,843	1,695
	interest rayment interfully Loans	2,307	0	1,000	1,045	1,550	1,045	1,033

Totals for dept 905 - <b>DEBT SERVICE</b>	16,624	0	16,575	16,625	13,854	16,625	16,625
TOTAL APPROPRIATIONS	94,244	68,829	101,281	110,971	71,057	96,719	108,942
NET OF REVENUES/APPROPRIATIONS - FUND 443	(10,172)	1,240	156,916	(16,890)	11,009	(2,109)	(18,821)
Estimated Cash beginning of year:						_	24,152
Estimated Cash end of year:						24,152	5,331

## Fund 450 - TAX INCREMENT FINANCING AUTHORITY - TIFA (INDUSTRIAL PARK) 05/06/2019

OLD GL NUMBER	DESCRIPTION	15-16 ACTUAL AMOUNTS	16-17 ACTUAL AMOUNTS	17-18 ACTUAL AMOUNTS	18-19 AMENDED BUDGET	18-19 ACTUAL TO 04/30	18-19 PROJECTED TOTALS	2019-2020 REQUESTED BUDGET
OLD GL NOWIDER	DESCRIPTION	AMOUNTS	AIVIOUNTS	AMOUNTS	BODGET	10 04/50	TOTALS	BODGET
ESTIMATED REVENUE	S							
Dept 002 - TAX REVE								
450-000-402.040	2019 - 2020	3,415	14,863	0	0	0	0	0
450-000-402.041	Captured Tax - AdVal Real - Library	409	1,776	0	0	0	0	0
450-000-402.042	Captured Tax - AdVal Real - Capital Impr	269	1,173	0	0	0	0	0
450-000-402.043	Captured Tax - AdVal Real - Fire Reserve	269	1,173	0	0	0	0	0
450-000-402.044	Captured Tax - AdVal Real - Solid Waste	350	1,524	0	0	0	0	0
450-000-402.048	Captured Tax - AdVal Real - County (All)	1,641	7,136	0	0	0	0	0
450-000-402.060	Captured Tax - AdVal Pers - City	13,945	8,038	0	0	0	0	0
450-000-402.061	Captured Tax - AdVal Pers - Library	1,670	961	0	0	0	0	0
450-000-402.062	Captured Tax - AdVal Pers - Capital Impr	1,100	634	0	0	0	0	0
450-000-402.063	Captured Tax - AdVal Pers - Fire Reserve	1,100	634	0	0	0	0	0
450-000-402.064	Captured Tax - AdVal Pers - Solid Waste	1,430	825	0	0	0	0	0
450-000-402.065	Captured Tax - AdVal Pers - County (All)	6,705	3,857	0	0	0	0	0
450-000-402.080	Captured Tax - IFT Pers - City	6,096	0	0	0	0	0	0
450-000-402.081	Captured Tax - IFT Pers - Library	730	0	0	0	0	0	0
450-000-402.083	Captured Tax - IFT Pers - Fire Reserve	481	0	0	0	0	0	0
450-000-402.084	Captured Tax - IFT Pers - Solid Waste	625	0	0	0	0	0	0
450-000-402.085	Captured Tax - IFT Pers - County (All)	2,931	0	0	0	0	0	0
Totals for dept 002 - 1	TAX REVENUES	43,647	42,594	0	0	0	0	0
Dept 006 - INTEGOVE	RNMENTAL REVENUE - LOCAL							
450-000-569.000	Local Grants	0	0	54,779	61,261	59,572	59,572	59,572
Totals for dept 005 - I	NTERGOVERNMENTAL REVENUE - STATE	0	0	54,779	61,261	59,572	59,572	59,572
Dept 009 - INTEREST								
450-000-664.020	Interest Earned - Investments	33	330	453	889	739	887	600
Totals for dept 009 - I	INTEREST AND RENTS	33	330	453	889	739	887	600
TOTAL ESTIMATED	REVENUES	43,680	42,924	55,232	62,150	60,311	60,459	60,172

Dept 443 - PUBLIC W	ORKS							
450-000-703.000	Salaries/Wages - Full Time Employees	20,532	28,251	29,945	40,843	31,892	38,270	41,883
450-000-706.000	Wages - Part Time Employees	608	914	948	816	465	558	831
450-000-706.005	Wages - Part Time Seasonal Employees	0	0	130	0	0	0	0
450-000-713.000	Other Post Employment Benefits	20	28	158	14	12	14	6
450-000-715.000	Payroll Tax - FICA/Medicare (Social Sec)	1,528	2,041	2,141	3,059	2,295	2,754	3,144
450-000-715.010	Health Insurance Premiums	2,636	7,599	5,039	5,208	4,344	5,213	5,483
450-000-715.012	Health Insurance - FSA - Employer Paid	0	42	73	102	52	62	0
450-000-715.013	Health Insurance - HSA - Employer Paid	0	0	2,256	2,503	1,857	2,228	2,503
450-000-715.015	Life Insurance	10	9	10	20	19	23	20
450-000-718.000	Retirement Benefits	1,126	1,131	1,112	2,123	1,458	1,750	2,182
450-000-724.000	Medical Insurance Opt Out	20	20	42	277	220	264	385
450-000-775.000	Supplies - Repairs and Maintenance	0	0	89	0	0	0	0
450-000-801.013	Professional Services - Attorney	1,425	789	0	0	60	72	0
450-000-801.030	Professional Services - Audit	67	92	67	67	67	67	92
450-000-850.000	Communications - Land Line Phones	3	1	0	0	0	0	0
450-000-910.000	Liability Insurance	332	356	362	379	379	379	402
450-000-910.010	Workers Comp Insurance	113	172	223	249	247	247	247
450-000-930.000	Repairs and Maintenance - Equipment	4,265	950	1,463	1,800	0	0	0
450-000-930.015	Administrative Services - Accounting	132	0	116	0	0	0	0
450-000-930.050	Computer Services	51	58	34	50	30	36	50
450-000-940.000	Rentals - Equipment	2,238	2,275	2,456	1,800	225	270	1,800
450-000-956.000	Miscellaneous	820	275	147	400	915	1,098	500
450-000-962.000	Memberships & Dues	0	0	0	0	295	295	300
Totals for dept 443 - I	PUBLIC WORKS	35,926	45,003	46,811	59,710	44,832	53,601	59,828
NET OF REVENUES/	APPROPRIATIONS - FUND 450	7,754	(2,079)	8,421	2,440	15,479	6,858	344
	Estimated Cash beginning of year:						_	72,387
	Estimated Cash end of year:						72,387	72,731

# Fund 494 - **DOWNTOWN DEVELOPMENT AUTHORITY - DDA** 05/03/2019

OLD GL NUMBER	DESCRIPTION	15-16 ACTUAL AMOUNTS	16-17 ACTUAL AMOUNTS	17-18 ACTUAL AMOUNTS	18-19 AMENDED BUDGET	18-19 ACTUAL TO 04/30	18-19 PROJECTED TOTALS	2019-2020 REQUESTED BUDGET
ESTIMATED REVENUE	S							
Dept 002 - TAX REVE	NUES							
494-000-402.030	Captured Tax - AdVal Real - City	14,966	13,349	14,954	20,969	20,969	20,969	23,699
494-000-402.031	Captured Tax - AdVal Real - Library	1,792	1,595	1,791	2,526	2,707	2,707	4,613
494-000-402.032	Captured Tax - AdVal Real - Capital Impr	1,181	1,053	1,187	1,674	1,674	1,674	1,957
494-000-402.033	Captured Tax - AdVal Real - Fire Reserve	1,181	1,053	1,187	1,674	1,674	1,674	1,957
494-000-402.045	Captured Tax - AdVal Real - County (All)	7,195	6,407	1,543	10,115	7,988	7,988	11,881
494-000-402.034	Captured Tax - AdVal Real - Solid Waste	1,535	1,369	7,170	2,176	2,176	2,176	2,544
494-000-402.060	Captured Tax - AdVal Pers - City	2,066	2,502	2,616	2,717	1,918	1,918	2,507
494-000-402.061	Captured Tax - AdVal Pers - Library	247	299	313	327	1,599	1,599	488
494-000-402.062	Captured Tax - AdVal Pers - Capital Impr	163	197	208	217	153	153	207
494-000-402.063	Captured Tax - AdVal Pers - Fire Reserve	163	197	208	217	153	153	207
494-000-402.064	Captured Tax - AdVal Pers - Solid Waste	212	257	270	282	199	199	269
494-000-402.065	Captured Tax - AdVal Pers - County (All)	993	1,201	1,254	1,310	3,105	3,105	1,257
Totals for dept 002 -	TAX REVENUES	31,694	29,479	32,701	44,204	44,315	44,315	51,586
Dept 006 - INTEGOVE	RNMENTAL REVENUE - LOCAL							
494-000-569.000	Local Grants	0	0	6,472	5,500	5,668	5,668	5,000
494-000-569.010	Local Donations	3,500	0	0	0	0	0	0
Totals for dept 005 -	INTERGOVERNMENTAL REVENUE - STATE	3,500	0	6,472	5,500	5,668	5,668	5,000
Dept 009 - INTEREST	AND RENTS							
494-000-664.020	Interest Earned - Investments	15	59	94	162	404	410	200
Totals for dept 009 -	INTEREST AND RENTS	15	59	94	162	404	410	200
Dept 010 - <b>OTHER RE</b>	VENUES							
494-000-694.000	Miscellaneous Revenue	2,253	1,497	323	200	15	15	200
494-000-694.022	DDA - Farmers Market Entry Fee	3,990	3,452	3,153	2,500	2,130	2,500	2,500
494-000-694.025	DDA - Sale of Merchandise	1,200	915	1,120	1,000	961	961	1,000
494-000-694.026	DDA - Special Event Revenues	0	1,626	1,050	600	1,160	1,160	600

494-000-694.036	DDA Donations - Movies in the Park	100	0	400	400	500	500	400
Totals for dept 010 -	OTHER REVENUES	7,543	7,490	6,046	4,700	4,766	5,136	4,700
TOTAL ESTIMATED	REVENUES	42,752	37,028	45,313	54,566	55,153	55,529	61,486
APPROPRIATIONS								
Dept 443 - PUBLIC W								
494-000-703.000	Salaries/Wages - Full Time Employees	11,905	13,208	14,238	17,867	12,223	14,668	18,309
494-000-706.000	Wages - Part Time Employees	707	2,310	1,618	1,500	842	1,010	1,500
494-000-710.000	Overtime Pay	100	0	10	0	0	0	0
494-000-715.000	Payroll Tax - FICA/Medicare (Social Sec)	942	1,094	1,074	1,411	907	1,088	1,443
494-000-715.010	Health Insurance Premiums	0	3,468	2,291	2,558	2,119	2,543	2,636
494-000-715.013	Health Insurance - HSA - Employer Paid	0	0	1,392	1,321	906	1,087	1,321
494-000-715.015	Life Insurance	0	0	0	2	0	2	2
494-000-718.000	Retirement Benefits	14	7	8	346	101	121	355
494-000-724.000	Medical Insurance Opt Out	0	0	2	47	38	46	47
494-000-727.000	Office Supplies	61	0	0	0	0	0	0
494-000-775.000	Supplies - Repairs and Maintenance	1,100	18	830	2,000	40	48	100
494-000-801.000	Engineering Services	132	0	0	5,200	0	0	100
494-000-801.013	Professional Services - Attorney	0	51	133	0	0	0	100
494-000-801.030	Professional Services - Audit	67	92	67	67	67	67	92
494-000-900.000	Printing and Publishing	3,757	3,402	1,780	3,000	3,344	4,013	3,600
494-000-910.000	Liability Insurance	427	458	466	484	484	484	513
494-000-910.010	Workers Comp Insurance	65	53	76	84	83	83	84
494-000-930.000	Repairs and Maintenance - Equipment	3,390	1,819	240	500	224	269	500
494-000-930.050	Computer Services	153	58	35	50	30	36	50
494-000-940.000	Rentals - Equipment	217	0	130	650	162	194	650
494-000-956.000	Miscellaneous	878	824	582	1,850	241	1,850	1,850
494-000-956.021	Special Events	5,138	989	1,187	2,000	575	2,000	2,000
494-000-957.022	DDA Farmers Market Expense	0	879	828	1,000	510	1,000	1,000
494-000-957.025	DDA Christmas Ornament Costs	0	779	758	800	1,332	1,332	800
494-000-957.036	DDA Movies in the Park	0	2,493	2,375	1,500	1,639	1,639	1,500
494-000-960.000	Education & Training - Professional	170	275	150	500	25	25	500
494-000-962.000	Memberships & Dues	0	2,155	2,290	3,100	375	3,100	3,100
Totals for dept 000-0		29,223	34,432	32,560	47,837	26,267	36,705	42,152

Dept 900 - CAPITAL OUTLAY

494-970-971.000	Capital Purchase	0	0	0	0	0	0	0
Totals for dept 900 -	CAPITAL OUTLAY	0	0	0	0	0	0	0
Dept 905 - DEBT SER	VICE							
494-908-991.000	Principal Payment - Interfund Loans	11,211	11,323	11,436	11,550	9,625	11,550	11,666
494-908-995.000	Interest Payment - Interfund Loans	1,050	938	825	711	593	711	595
Totals for dept 905 - I	DEBT SERVICE	12,261	12,261	12,261	12,261	10,218	12,261	12,261
TOTAL APPROPRIAT	TIONS	41,484	46,693	44,821	60,098	36,485	48,966	54,413
NET OF REVENUES/	APPROPRIATIONS - FUND 494	1,268	(9,665)	492	(5,532)	18,668	6,563	7,073
	Estimated Cash beginning of year:						_	18,519
	Estimated Cash end of year:						18,519	25,592

# CITY OF PLAINWELL ALLEGAN COUNTY, MI NOTICE OF PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2019-2020 CITY BUDGET

**NOTICE IS HEREBY GIVEN**, pursuant to Section 7.4 of the City of Plainwell Charter, that a public hearing on the proposed budget for the City of Plainwell for fiscal year 2019-2020 will be held at 7:00p.m. on **Monday**, **June 24 2019**, in the Council Room of City Hall at 211 North Main Street, Plainwell, Michigan 49080.

The City Council may not adopt the proposed fiscal year 2019-2020 budget until after the public hearing. All interested parties will be given an opportunity to be heard at the public hearing regarding the proposed budget. A copy of the proposed fiscal year 2019-2020 budget shall be on file and available to the public during normal office hours at the Office of the City Clerk, City Hall, 211 North Main Street, Plainwell, MI, for a period of not less than one (1) week prior to such public hearing.

# THE PROPERTY TAX MILLAGE RATE PROPOSED TO BE LEVIED TO SUPPORT THE PROPOSED BUDGET WILL BE A SUBJECT OF THIS HEARING.

This notice is given by order of the City of Plainwell Council.

The City of Plainwell is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of this meeting or the facilities are requested to contact Brian Kelley, City Clerk, at 269-685-6821 promptly to allow the City of Plainwell to make reasonable accommodations for those persons.

Dated: May 29, 2019

Brian Kelley City of Plainwell Clerk Water Renewal Superintendent: Bryan Pond April 2019



## **Significant Department Actions and Results**

Training Kim continues this month she has been introduced to the laboratory and plant operations and is doing well.

Primary clarifier # 1-4 and 5 were cleaned chains were adjusted and a cog was replaced on #4. #1 south wall has some excessive spalling due to the concrete age, it is on the schedule to be repaired by a waterproofing company.

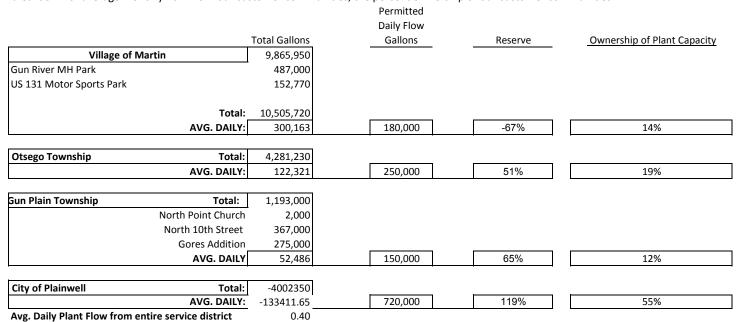
#2 pump at 12th St was rebuilt due to wear and eventually a pump failure.

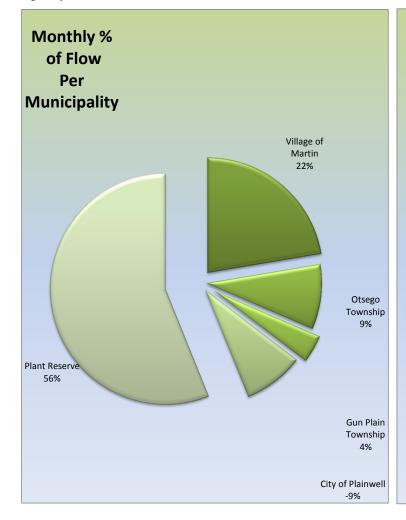
The west final clarifier was taken out of service and the east put in service, an overload relay is to be repaired on the west tank, also a leak in the scum line will be scheduled to be reapired.

Pending Items (including CIP)	Expenditure Summ	ary/Issues	
		(budgeted)	(completed)
Replace Hill St lift Station		\$90,000	100% \$86,550
Replace1980 Screw Pumps		\$300,000	0%
Replace Scada Radios & Antennas & Programming		\$21,448	50% \$10,724
	TOTALS	<u>\$411,448</u>	<u>\$97,274</u>

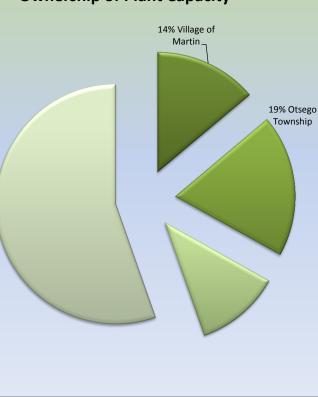
# Monthly Flow Data

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





**Ownership of Plant Capacity** 



# State Required Reporting Compatible Pollutants

State Required Reporting Compatible Foliutants			
	MI State Requirement	City Benchmark	Monthly Avg. Reported/MDEQ
Carbonaceous Biochemical oxygen demand (CBOD-5):	25 mg/l	15	14.84
This test measures the amount of oxygen consumed by bacteria during the decomposition of organic materials. Organic materials from wastewater treatment facility act as a food source for bacteria.			
TOTAL SUSPENDED SOLIDS (TSS):	30 mg/l	15	14
Includes all particles suspended in water which will not pass through a filter. As levels of TSS increase, a water body begins to lose its ability to support a diversity of aquatic life.			
PHOSPHORUS (P):	1.0 mg/l	0.45	0.31
Eutrophication is caused by water enrichment of inorganic plant nutrients. Eutrophication negatively effects water bodies due to increases in algal blooming, causing excessive plant growth which depletes dissolved oxygen in the river which is necessary for aquatic life to survive.			
<b>Total Coliform (COLI):</b> A group of bacteria found in soil, on vegetation and in large numbers in the intestine of warm-blooded	200counts/ml	50	2
animals, including humans. Water is not a natural medium for coliform organisms and their presence in water is indicative of some type of contamination. Monthly Pump Hours			
Pump 1 Pump 2 Pump 3 355.8 353.30 44.2 12.9 4 21.7 22.12 PS #1 (Cushman) PS #4 (Hill) PS #5 (Wedgewood) <sub>PS #3</sub> (Jersey) PS #6 (Peach)	3 21.8 17.4 #7 (Wakefield)	73	

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

#### 05/23/2019 INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL EXP CHECK RUN DATES 05/28/2019 - 05/28/2019 BOTH JOURNALIZED AND UNJOURNALIZED BOTH OPEN AND PAID

Vendor Code	Vendor Name Invoice	Description	Amount
000000			
000039	A-1 RENT ALL 17770	PROPANE REFILL	209.00
	17949	PROPANE REFILL 4/25/19	125.78
TOTAL FOR: A-1 RE	NT ALL		334.78
000005			
000035	APPLIED IMAGING 1339375	CITY HALL COPIER 05/13/19 TO 06/12/19 PLUS COPIES	101.08
	1340959	05/16/19 TO 06/15/19 DPW/WR COPIER	78.48
TOTAL FOR: APPLIE	D IMAGING		179.56
000002	AT&T - SBC 269685195705	AIRPORT FUEL PUMP PHONES APRIL/MAY 2019	180.13
	269685682405	DPS PHONES APRIL/MAY 2019	231.79
	269685820305	DPS EOC PHONES APRIL/MAY 2019	408.63
	269685844905	DPW APRIL/MAY 2019	205.57
	269685868105	CITY DATA GATE PHONES APRIL/MAY 2019	199.55
TOTAL FOR: AT&T -	SBC		1,225.67
002520			
002539	BELDEN SAND & GRAVEL 6902	SAND FOR 2ND DIVISION PROJECT	39.76
TOTAL FOR: BELDE			39.76
000461	BOB'S HARDWARE		
	60858	KEY FOR WR	7.47
TOTAL FOR: BOB'S	HARDWARE		7.47
004894	BORGESS CORPFIT OCCU	PATIONAL HEALTH	
	351055	CHAIN OF CUSTODY SCREENING DPW 04/17/2019	77.00
TOTAL FOR: BORGE	SS CORPFIT OCCUPATION	AL HEALTH	77.00
002527			
002527	C.O.P.S. TRUST INSURAN 2019-06	DENTAL & VISION COVERAGE FOR JUNE 2019	1,684.98
TOTAL FOR: C.O.P.S	5. TRUST INSURANCE		1,684.98
000108	CHERYL RENEE PICKETT		
TOTAL FOR CUERY	2019-05	MILEAGE TO GO TO ALLEGAN FOR NOTARY SEAL CHERYL	14.49
TOTAL FOR: CHERY	L RENEE PICKETT		14.49
002219	CLARK TECHNICAL SERVI	CES	
	149	2019-04 IT SUPPORT	1,188.75
TOTAL FOR: CLARK	TECHNICAL SERVICES		1,188.75
000000			
000009	CONSUMERS ENERGY 91315519601	LAND LEASE ACORN STREET	100.00
TOTAL FOR: CONSU			100.00
001669	DR HOOKS SIGNS INC		
	140233	FLOWER SIGN KATHLEEN BECK CASEY	32.00
TOTAL FOR: DR HO	OKS SIGNS INC		32.00
000038	FARM N GARDEN INC/FE	NCE & GARDEN	
	509480	2019 SPRING PREVENTATIVE MAINTENANCE ON DPW/W	95.00
TOTAL FOR: FARM	N GARDEN INC/FENCE & G	ARDEN	95.00
		_	
004812	FISH WINDOW CLEANIN	G WINDOW CLEANING PUBLIC SAFETY BUILDING	150.00
	2647-69585		150.00

TOTAL FOR: FISH V	VINDOW CLEANING		150.00
000166	FISHER SCIENTIFIC 1655492	STANDARDIZING SOL 100PPM	136.81
TOTAL FOR: FISHEI			136.81
000910	GRAINGER DIV OF W W 9028677715	SCADA BATTERY BACKUP	145 90
TOTAL FOR: GRAIN			145.89 145.89
003081	GRIFFIN PEST SOLUTIONS	SINC	
	2019-05	DPW TERMITE PROTECTION MAY 2019	312.00
TOTAL FOR: GRIFF	IN PEST SOLUTIONS INC		312.00
004920	HALL CAMMI 18/19 SHOE ALLOW	18/19 SHOE ALLOWANCE	70.00
TOTAL FOR: HALL	CAMMI		70.00
003067	HELPNET (BBC-HELPNET) 24255	EAP APRIL TO JUNE 2019	299.88
TOTAL FOR: HELPN	NET (BBC-HELPNET)		299.88
002301	JOYFUL CLEANING - LIND	A TUBBS	
τοται εορ. ιονεί	1080 IL CLEANING - LINDA TUBBS	APRIL 2019 CLEANING SERVICES	<u>964.00</u> 964.00
000079	KAECHELE PUBLICATIONS 41936	S INC COUNCIL SUMMARIES APRIL 2019	80.60
	41937	DDA PLAINWELL SECTION APRIL 2019	35.00
TOTAL FOR: KAECH	HELE PUBLICATIONS INC		115.60
000348	KALAMAZOO LANDSCAPI	E (RENEWED EARTH)	
	IN0152369 MAZOO LANDSCAPE (RENEV		122.62 122.62
TOTAL FOR. RALAN	VIAZOO LANDSCAFE (NEINEV		122.02
000885	KENDALL ELECTRIC INC \$107776672.002	REBUILD OF VFD FOR 12TH ST STATION & CREDIT MEMC	A1E 92
TOTAL FOR: KEND			415.83
000356	LOCK MASTER SECURITY		
000330	9294	COOK PARK RESTROOM DOOR TIMER LOCK ISSUES	132.50
TOTAL FOR: LOCK	MASTER SECURITY LLC		132.50
000014	MICHIGAN GAS UTILIITIE	S CORP.	
	2019-05	4/10/19 - 5/9/19 12TH ST LIFT STATION 04/10 THRU 05/09/19 - 5 GAS BILLS	41.49
	2019-05A 2019-05B	04/10 THRO 05/09/19 - 5 GAS BILLS 04/11/19 TO 05/10/19 - 140 FORBES ST	1,609.52 62.37
	2019-05C	DPS GAS BILL	135.43
TOTAL FOR: MICHI	GAN GAS UTILIITIES CORP.		1,848.81
002622	MIDWEST CUSTOM EMB	ROIDERY	
TOTAL FOR MUSIC	51719C	T-SHIRTS, SHORT & LONG SLEEVE AND SWEATSHIRTS	100.00
TOTAL FOR: MIDW	EST CUSTOM EMBROIDERY		100.00
002708	MORGAN BIRGE' & ASSO 49474	CIATES MAY 2019 PHONE MAINTENANCE	130.00
TOTAL FOR: MORG	GAN BIRGE' & ASSOCIATES		130.00
004837	MUNICIPAL WEB SERVICI		
	53441	APRIL 2019 WEBSITE SERVICE	200.00
TOTAL FOR: MUNI	CIPAL WEB SERVICES		200.00
000488	NATIONAL FLAG COMPA		
	204505	2019 FLAGS FOR PARADE/CEMETERY	1,339.56

00000			
002234	P.K. CONTRACTING, INC		2 200 04
	192093-1		2,299.91
	192093-2	LINE STRIPING	8,477.83
TOTAL FOR: P.K	C. CONTRACTING, INC		10,777.74
004852	PACE ANALYTICAL SERV	ICES LLC	
	1950108845	WR SAMPLES 4/2/19	120.00
TOTAL FOR: PA	CE ANALYTICAL SERVICES LLC		120.00
001829	PERCEPTIVE CONTROLS	INC	
	13904	VFD FOR BIO BED BLOWER MOTOR	1,860.00
	13913	ON SITE SUPPORT 12 STREET (WR)	120.00
TOTAL FOR: PE	RCEPTIVE CONTROLS INC	<u> </u>	1,980.00
			í
004855	PLAINWELL ACE HARDW	/ARE	
	2019-05	GOLDEN TICKETS - MIDWAY CHEVROLET DONATION	70.00
	2835	MISC H20 SUPPLY	20.25
	2839	FASTENERS & HASP - WR	13.51
	2840	RETURNED FASTENERS	(0.20)
	2841	RETURNED FASTENERS	(4.48)
	2845	SUN LOT TREES	6.59
	2847	OFFICE MISC	5.97
	2852	PELL BATHROOM SPIGOT	45.45
	2853	PAINTBRUSH	4.17
	2854	SUN LOT	12.99
	2855	SUN LOT PARKING LOT	1.38
	2858	BROOM FOR FLOWER PLANTING	5.99
	2877	FLOWERS/KENYON PARK ROOM	59.72
	2883	ROOF DRAIN SUN LOT REPAIR	17.59
	2885	VAN LOCATOR	22.36
	2887	SUNLOT TREES	143.91
	2890	RAKE	49.99
	2893	PLUGS	3.59
	2895	MISC FOR FLOWER PLANTING DAY	19.57
	2896	FAUCET HOSE FOR FLOWERS	21.98
	2907	BATTERIES FOR LOCATOR METAL DETECTOR	25.17
	2908	IRRIG PELL SPIGOT	0.98
	2911	IRRIG PELL SPIGOT	61.72
	2913	IRRIG PELL SPIGOT	13.38
	2918	IRRIG	3.76
	2919	SHOP	12.99
	2920	KENYON PARK BATHROOMS	10.98
	2931	YARD BAGS	7.17
	2939	FOR TANKS WR	64.99
TOTAL FOR: PLA	AINWELL ACE HARDWARE		721.47
004221	R.W.LAPINE INC MECHA		
004221		REPLACE OUTDOOR AIR STATIC PRESSURE SENSOR WR	251 07
	14163		251.07
	14347 AV LADINE INC MECHANICAL CO	APRIL MAINTENANCE - CITY HALL HEAT PUMPS	281.45
IUIAL FUR: R.V	V.LAPINE INC MECHANICAL CO	JNTRACIU	532.52
002371	RENEWED EARTH INC		
	27135	YARD WASTE CONTRACT MAY 2019	1,250.00
	27148	COMPOSITE SITE MANAGEMENT	3,480.00
	27174	DIRT FOR THE SUN LOT	152.80
TOTAL FOR: RE	NEWED EARTH INC		4,882.80
004886	REPUBLIC SERVICES (REC		
00+000	0249006373163	6/1/19 - 6/30/19 RECYCLE SERVICES	2,519.40
		ομ ±μ ± 5 - ομ 50μ ± 5 ΝΕΟΤΟΕΕ 3ΕΝΥΤΟΕ3	
TUTAL FUK: KE	PUBLIC SERVICES (RECYCLE)		2,519.40

	2019-06	ASSESSING SERVICES FOR JUNE 2019	1,500.00
TOTAL FOR: RICHM	OND, MICHAEL J		1,500.00
000393	RON JACKSON INSURAN		
000333	148109	CHERYL PICKETT NOTARY BOND	60.00
	148110	JULIE SAUKAS NOTARY BOND	60.00
TOTAL FOR: RON JA	CKSON INSURANCE/AUTC	OWNERS	120.00
000991	SAFETY SERVICES INC		
	49263	GLOVES/EYWEAR DPW	91.48
TOTAL FOR: SAFETY	SERVICES INC		91.48
002402	STEENSMA LAWN & POV	VER EQUIPMENT	
	596633	SPARK PLUG FOR LEAF BLOWER	3.95
	599869	OIL FILTER & FUEL FILTER	17.67
	600890	WEED WACKER	22.14
	600895	AIR FILTER FOR #57	4.27
TOTAL FOR: STEENS	MA LAWN & POWER EQU	IIPMENT	48.03
004220	US BANK EQUIPMENT FI		
	384853420	JUNE 2019 DPW COPIER LEASE	113.00
TOTAL FOR: US BAN	IK EQUIPMENT FINANCE (		113.00
000034	VERIZON		
000034	9829824112	04/11/19 - 05/10/19 UTILITY MACHINE CELL SERVICE	49.14
TOTAL FOR: VERIZO			49.14
004190	WATER SOLVE LLC		
	8046	POLYMER FOR WR	975.00
TOTAL FOR: WATER	SOLVE LLC		975.00
004814	WILLIAMS & WORKS		
	87834	PLANNING SERVICES APRIL 2019	54.00
TOTAL FOR: WILLIA	MS & WORKS		54.00
000947	WYOMING ASPHALT & P		
000547	2019-090	PAVE SUN THEATRE LOT	1,127.69
	ING ASPHALT & PAVING I		1,127.69
101AL101. W1010			1,127.03

TOTAL - ALL VENDORS

37,075.23

	INVOICE AUTHORIZATION					
Person Compiling Report			Brian Kelley, City Clerk/Treasurer			
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.			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.			
	Cheryl Pickett	Digitally signed by Cheryl Pickett DN: c=US, st=Michigan, I=Plainwell, o=Chty of Plainwell, u=C-CP, c=Cheryl Pickett, email=cpickett@plainwell.org Date: 2019.05.23.09.25.22.04/00'	Insert Signature: Brian Kelley Date: 2019.05.24 13:51:39 -04'00'			

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Bryan Pond, Water Renewal Plant Supt.	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.	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:	Insert Signature:
Bob Nieuwenhuis, Public Works Supt.	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.	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 Nieuwenhuis Date: 2019.05.24 10:03:06 -04'00'	Insert Signature: Erik Wilson Di: c=US, st=Michigan, I=Plainwell, o=City of Plainwell, ou=CoP, cn=Erik Wilson, email=ewilson@plainwell.org Date: 2019.05.24 10:54:55-0400

05/24/2019

# CHECK REGISTER FOR CITY OF PLAINWELL CHECK DATE FROM 05/15/2019 - 05/24/2019

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank CBGEN	N Chemical	Bank - Gen	eral AP Account		
			natic Payments		
05/16/2019	CBGEN	1541(E)	CHEMICAL BANK	APRIL 2019 CHEMICAL BANK SERVICE CHARC	331.58
05/24/2019	CBGEN	1542€	FIRST NATIONAL BANK	MAY 22, 2019 CHEMICAL BANK CREDIT CARD	1,146.73
				Total EFT Transfer:	1,478.31
Check Type	: Paper Che	eck - Manua	l Checks		
05/15/2019	CBGEN	13819	CHARTER COMMUNICATIONS (SPECTRU	JI CITY HALL PHONES/INTERNET/TV 05/05-06/04	525.96
05/20/2019	CBGEN	13821	RICHMOND, MICHAEL J	MAY 2019 ASSESSING SERVICES	1,500.00
05/23/2019	CBGEN	13868	STATE OF MICHIGAN - GREAT SEAL OFF	I RENEW OF NOTARY SEAL CHERYL PICKETT	10.00
05/23/2019	CBGEN	13869	STATE OF MICHIGAN - GREAT SEAL OFF	I NEW NOTARY FOR JULIE SAUKAS	10.00
				Total Paper Check:	2,045.96
CBGEN TOT	TALS:				
Total of 5 Ch	necks:				3,524.27
Less 0 Void	Checks:				0.00
Total of 5 Di	sbursement	s:			3,524.27

Off Cycle Payment Authorization	
Brian Kelley, City Clerk/Treasurer	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.	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:	Insert Signature:
Brian Kelley Date: 2019.05.24 09:30:23 -04'00'	Erik Wilson DN: c=US, st=Michigan, l=Plainvell, o=City of Plainvell, o=City, or=Erik Vilson, email=evilson, ema



Erik, Rob + Staff-On behalf of our employees, delivery divers, + customers, we want to thank you for the work you did to repair our parking lot You were speedy, kept us informed, and addressed our concerns along the way. We so appreciate your hard work.

> The Plainwell Flowers Team

# **Reports & Communications:**

# A. Resolution 19-13 – Tokusen Hytech, Inc. IFT Application:

Tokusen Hytech, Inc. made application for an IFT Tax Abatement for its recently approved building and related personal property additions. 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 adoption Resolution 19-13 to confirm Council's support of the IFT Tax Abatement Request as presented.

## B. Resolution 19-14 – MDOT Contract – Airport Runway Crack Sealing:

The Michigan Department of Transportation (MDOT) has submitted for approval the contract for work to crack seal the runway at the airport. The resolution names the official authorized to sign the contract on behalf of the city. **Recommended action:** Consider adopting Resolution 19-14 authorizing the City Manager to execute all documents related to the approval of the MDOT Airport Runway Crack Sealing Project.

# C. Sherwood Park Restroom:

A second bid opening for the Sherwood Park Restroom was held on May 22, 2019. The only bidder, Quality Precast Inc. submitted a project cost of \$44,850.00. The project still requires approval from the Michigan Department of Natural Resources Recreation Passport Grant committee.

**Recommended action:** Consider accepting the bid from Quality Precast Inc. for \$44,850.00 for the Sherwood P ark Restroom, pending approval from the MDNR Recreation Passport Grant.

# D. WR Maintenance of Disinfection Feed Equipment:

Routine maintenance of the chlorine and sulfur dioxide feed system is due to replace all working parts to ensure the chemicals are continually fed into the process.

**Recommended action:** Consider approving the project for maintenance of disinfection feed equipment with RS Technical Services at a cost of \$4,523.12.

# E. WR Purchase of Primary Clarifier Equipment:

The primary clarifier drives and chains have reached the end of their useful lives and need to be replaced. **Recommended action:** Consider approving the purchase of five (5) drive jaw and sprocket assemblies from Brentwood Industries at a cost of \$6,064.25.

## F. Draft BRA/TIFA/DDA Budget 2019/2020:

This is the draft BRA/TIFA/DDA budget for Council's approval before it goes back to the BRA/TIFA/DDA Board for adoption on June 11, 2019.

**Recommended action:** Consider approving the draft budget as presented.

## G. Set Public Hearing – 2019/2020 City Budget:

This is the annual Public Hearing needed to adopt the City Budget. The Council could also set June 3 or June 17 as a budget workshop meeting to discuss the budget in greater detail.

**Recommended action:** Consider setting a Public Hearing for June 24, 2019 at 7:00pm for consideration and adoption of the 2019/2010 Plainwell City Budget.

## Non-Agenda Items / Materials Transmitted

• Note of Thanks from Plainwell Flowers