

City of Plainwell



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

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

“The Island City”

AGENDA City Council

Monday, August 10, 2020
7:00PM

MEETING HELD VIRTUALLY ON ZOOM

To join this Zoom Meeting:

By phone: 1+(312) 626-6799

Online:

<https://us02web.zoom.us/j/82769102458?pwd=YkZnQ1RRMkJEVzAvVW9aSTZHNF5Zz09>

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance** – *recited by Mayor Keeler*
4. **Roll Call**
5. **Approval of Minutes/Summary** – July 27, 2020 Regular Meeting
6. **General Public Comments**
7. **County Commissioner Report**
8. **Agenda Amendments**
9. **Mayor's Report**
10. **Recommendations and Reports:**
 - A. **Brownfield Loan Agreement**

Council will consider approving an agreement with the Michigan Department of Environment, Great Lakes and Energy to provide funding up to \$600,000 for Mill Demolition work.
 - B. **Lease Renewal – Thomas Street Water Tower**

Council will consider updating the terms of a lease agreement with AT&T for antenna space rental on the Thomas Street Water Tower.
 - C. **Public Safety – Fire Engine Repair for E-17**

Council will consider approving repairs to the transmission control module for fire engine/pumper E-17 with B&B Fire Division at a cost of \$3,793.69.
 - D. **Brownfield – Structural Engineering Services**

Council will consider approving a structural engineering service contract with Robert Darvas Associates for site visits and consulting during demolition in an amount not to exceed \$14,000.00.
 - E. **Administration – Purchase Timesheets Software**

Council will consider approving the purchase of an additional software module called Timesheets to integrate with Public Works, Personnel and payroll for a cost of \$5,145.00.
 - F. **WR – Repair Plant Aerzen Blowers #1 and #2**

Council will consider approving the repair for the #1 and #2 blowers at the treatment plant with Aerzen USA at a cost of \$11,520.00.

The Island City

Plainwell is an equal opportunity provider and employer

G. WR – Annual Purchase of Chlorine Gas and Sulfur Dioxide Gas

Council will consider approving the annual chlorine and sulfur dioxide gas purchases with Alexander Chemical at an estimated cost of \$7,237.58.

11. **Communications:** The July 2020 Investment and Fund Balance Reports and the Draft August 5, 2020 Planning Commission Minutes.
12. **Accounts Payable - \$264,976.74**
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

- August 13, 2020 – Allegan County Board of Commissioners – 4:00pm
- August 19, 2020 – Plainwell Planning Commission – 7:00pm
- August 11, 2020 – Plainwell DDA/BRA/TIFA Board– 7:30am
- August 24, 2020 – Plainwell City Council – 7:00pm

MINUTES
Plainwell City Council
July 27, 2020

1. Mayor Keeler called the regular meeting to order at 7:01 PM in City Hall Council Chambers.
2. Scott Smail from Lighthouse Baptist Church gave the invocation.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Overhuel, Councilmember Keeney and Councilmember Wisnaski. Absent: None.
5. Approval of Minutes/Summary:
A motion by Steele, seconded by Overhuel, to accept and place on file the Council Minutes and Summary of the 07/13/2020 regular meeting. On voice vote, all voted in favor. Motion passed.
6. Public Comment: None
7. County Commissioner Report: None.
8. Agenda Amendments: None
9. Mayor's Report: None
10. Recommendations and Reports:
 - A. City Manager Wilson reported current Executive Orders require water services not be turned off. Council had previously adopted a resolution waiving late fees for utility bills for April and May 2020. With the ongoing health crisis and the related financial struggles our residents are facing, it's recommended to continue waiving late fees so long as the Executive Order mandates water services not be turned off.
A motion by Keeney, seconded by Wisnaski, to adopt Resolution 2020-19 to waive utility billing late fees while Executive Order 144 remains in effect. On a voice vote, all voted in favor. Motion passed.
 - B. Director Bomar reported that the patrol vehicle ordered in January 2020 is scheduled for delivery in late-August 2020. Related to that delivery, the new patrol vehicle will need to be "upfitted" with the appropriate equipment and signaling. Three firms were approached for bids and two submitted them. Both companies have worked with the city in the past and the low-bid from C-Comm is recommended.
A motion by Overhuel, seconded by Steele, to approve a project with C-Comm of Allegan for the purchase and installation of new patrol vehicle equipment at a cost of \$8,235.89. On a roll call vote, all voted in favor. Motion passed.
 - C. Superintendent Pond reported an ongoing requirement for chemicals needed to satisfy the state permit. Quotes were solicited for ferric chloride with the low-bidder offering \$552 per dry ton, which equates to an annual cost of \$19,717.44.
A motion by Keeney, seconded by Overhuel, to approved a 2-year contract with Webb Chemical for ferric chloride at \$552 per dry ton for an estimated cost of \$19,717.44. On a roll call vote, all voted in favor. Motion passed.

D. Superintendent Pond reported three (3) generators, all purchased from Cummins Sales and Service, have been serviced as needed over the years. Cummins is offering a 3-year preventative maintenance agreement totaling \$5,551.48

A motion by Wisnaski, seconded by Keeney, to approve a 3-year contract with Cummins Sales and Service, totaling \$5,551.48, for lift station and plant generator maintenance services. On a roll call vote, all voted in favor. Motion passed.

11. Communications:

A. A motion by Steele, seconded by Overhuel, to accept and place on file the June 2020 Public Safety Report, the June 9, 2020 DDA/BRA/TIFA Meeting Minutes and the June 2020 Water Renewal Report. On a voice vote, all in favor. Motion passed.

12. Accounts Payable:

A motion by Wisnaski, seconded by Keeney, that the bills be allowed and orders drawn in the amount of \$313,251.66 for payment of same. On a roll call vote, all in favor. Motion passed.

13. Public Comments: None

14. Staff Comments

Personnel Manager Lamorandier noted reviewing the retirement plan and rearranging City Hall job duties.

Superintendent Nieuwenhuis reported patching roads, repairing two (2) water main breaks, trimming parks and sidewalk repairs.

Superintendent Pond briefed Council on needed repairs to a blower at the plant and will bring a formal request to Council at a future meeting.

Director Bomar reminded Council that it approved emergency repairs to the department's generator. The final quote was received at a cost of \$3,964.17, which was less than the \$5,000 authorized by Council. He also reported approximately 100 Covid-19 tests were administered at Plainwell Middle School.

Clerk/Treasurer Kelley reported having issued 546 absent voter ballots with 286 of those having already been returned. He reported that two (2) petitions for City Council had been received and that the County did not report any declared write-in filings. Lori Steele and Todd Overhuel will be on the November ballot. He noted continued work on year-end financials and that the August 4, 2020 election would take place in Council Chambers.

City Manager Wilson briefed Council that the Planning Commission will discuss mining operations at its next meeting. He also noted giving a tour of the Mill to Bill Povalla from the Michigan Economic Development Corporation. He also discussed property at 610 Allegan Street which has approached the city asking for access to North Prince Street. There was discussion that the city would work with the property owner to draft an agreement for Council's consideration. Next, there was discussion about the cost of publishing Council Meeting summaries in the Union Enterprise and Council agreed to suspend those notices to save the city some costs. Lastly, City Manager Wilson noted awaiting the performance bond from Melching before demolition could begin.

15. Council Comments:

Councilmember Wisnaski noted that Downtown looks great.

16. Adjournment:

A motion by Steele, seconded by Overhuel, to adjourn the meeting at 7:35 PM. On voice vote, all voted in favor. Motion passed.

Minutes respectfully
Submitted by,
Brian Kelley
City Clerk/Treasurer

MINUTES APPROVED BY CITY COUNCIL
August 10, 2020

Brian Kelley, City Clerk

DRAFT

SUMMARY
Plainwell City Council
July 27, 2020

1. Mayor Keeler called the regular meeting to order at 7:01 PM in Council Chambers.
2. Scott Smail from Lighthouse Baptist Church gave the invocation.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Keeler, Steele, Overhuel, Keeney and Wisnaski. Absent: None.
5. Approved Minutes/Summary of the 07/13/2020 regular meeting.
6. Adopted Resolution 2020-19 for utility billing late fees.
7. Approved a project with C-Comm of Allegan for purchase and installation of new patrol vehicle equipment at a cost of \$8,235.89.
8. Approved a 2-year contract with Webb Chemical for ferric chloride at \$552 per dry ton for an estimated annual cost of \$19,717.44.
9. Approved a 3-year contract with Cummins Sales and Service, totaling \$5,551.48, for lift station and plant generator maintenance services.
10. Accepted and placed on file the June 2020 Public Safety Report, the June 9, 2020 DDA/BRA/TIFA Meeting Minutes and the June 2020 Water Renewal Report.
11. Approved Accounts Payable for \$313,251.66.
12. Adjourned the meeting at 7:35 pm.

Submitted by,
Brian Kelley
City Clerk/Treasurer



BROWNFIELD LOAN AGREEMENT

BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND THE CITY OF PLAINWELL

This Loan Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy, Remediation and Redevelopment Division (hereafter "State") and the City of Plainwell (hereafter "Borrower").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide Loan funding pursuant to the funding sources identified in Appendix A. This Agreement is subject to the terms and conditions specified herein.

Project Name: **Plainwell Paper Mill – Phase III**
Loan Amount: **\$600,000**
Tracking Code: 2020-2444
Start Date: **Date Executed by State**

Location Code: 6747
Loan Rate: **1.5 Percent**

End Date: Two years after Start Date

BORROWER'S CONTACT:

Name/Title

Erik Wilson,
City Manager

Organization

City of Plainwell

Address

211 North Main Street,
Plainwell, MI 49080

Telephone number

269-685-6821

E-mail address

ewilson@plainwell.org

Federal ID number

38-6004724

STATE'S CONTACT:

Name/Title

Mike Gurnee,
Brownfield Coordinator

Division

Remediation and Redevelopment Division

Address

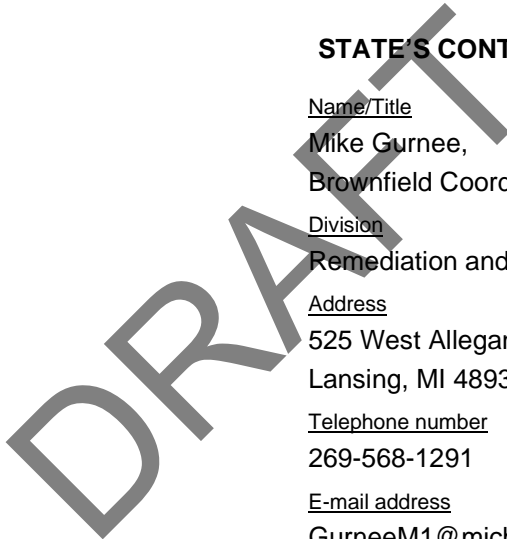
525 West Allegan Street
Lansing, MI 48933

Telephone number

269-568-1291

E-mail address

GurneeM1@michigan.gov



The individuals signing below certify by their signatures that they are authorized to sign this Loan Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE BORROWER:

Erik Wilson, City Manager

Date

FOR THE STATE:

Mike Neller, Director
Remediation and Redevelopment Division
Michigan Department of Environment, Great Lakes,
and Energy

Loan Execution Date/ Agreement Start Date
Agreement End Date is two years after this date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Borrower and may be modified only by written Agreement between the State and the Borrower.

(A) The scope of this project is limited to the activities specified in Appendix A, and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Borrower commits to complete the project identified in Appendix A within the time period allowed in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide financial assistance to the Borrower for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Borrower prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement other than budget line item revisions less than 20 percent of the total Agreement amount shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. BORROWER DELIVERABLES AND REPORTING REQUIREMENTS

The Borrower shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Borrower must complete and submit quarterly progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	October 15
October 1 – December 31	January 31

The forms provided by the State shall be submitted to the State’s contact at the address on Page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Borrower shall provide a final project report in a format prescribed by the State. The Borrower shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Loan.

(C) The Borrower must provide electronic copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by the State, per the guidelines provided by the program.

V. BORROWER RESPONSIBILITIES

(A) The Borrower agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this loan.

(B) All local, state, and federal permits, if required, are the responsibility of the Borrower. Award of this loan is not a guarantee of permit approval by the State.

(C) The Borrower shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Borrower's receipt of this loan.

(D) The Borrower is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Borrower or its subcontractor under this Agreement. The Borrower or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work, or materials furnished hereunder shall not in any way relieve the Borrower of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement.

(F) The Borrower acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Borrower, its agents, and/or employees to criminal and civil prosecution and/or termination of the loan.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Borrower may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State retains an irrevocable license to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this loan whether or not the material is copyrighted by the Borrower or another person. The Borrower will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Borrower shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Borrower and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Borrower is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Borrower to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Loan. All subcontractors used by the Borrower in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Borrower shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Borrower agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 et seq.

XI. LIABILITY

(A) The Borrower, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Borrower under this Agreement, if the liability is caused by the Borrower, any subcontractor, or anyone employed by the Borrower.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Borrower, the State, its agencies, or their employees, respectively as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Borrower's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with state funds, then the Borrower shall not use any of the loan funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Borrower shall not use any of the loan funds awarded in this Agreement for the purpose of

litigation against the State. Further, the Borrower shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Borrower certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the State.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45CFR1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Borrower will be required to maintain all pertinent records and evidence pertaining to the loan Agreement, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Borrower will provide proper facilities for such access and inspection. All records must be maintained for a minimum of ten (10) years after the final payment has been issued to the Borrower by the State.

XVI. INSURANCE

(A) The Borrower must maintain insurance or self-insurance that will protect it from claims that may arise from the Borrower's actions under this Agreement or from the actions of others for whom the Borrower may be held liable.

(B) The Borrower must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Borrower guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Borrower agrees to delete from Borrower's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Borrower a total amount not to exceed the amount on page one of this Agreement, in accordance with Appendix A. All other costs necessary to complete the project are the sole responsibility of the Borrower.

(B) Expenses incurred by the Borrower prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

(C) Loan payments, or draws, are based on work plans and budgets submitted to and approved by the State. The entire loan amount will not be disbursed at one time unless a single work plan for the full Loan amount is approved. After the work plan and budget are approved, the Borrower will receive payment for the amount of the approved budget only.

(D) The State reserves the right to request additional information necessary to substantiate payment requests, before approving a Loan draw.

(E) All draws must be completed within two (2) years of the Loan Execution Date.

1. If the project has not been completed after two (2) years, the Borrower may request in writing an extension of time to complete the project in accordance with Section III of this Agreement. Request for an extension of time must be received by the State's Project Administrator 30 days prior to the Project End Date.
2. If the entire amount of the approved loan is not drawn after two (2) years and the project work is completed, a new amortization schedule will be prepared reflecting the total amount drawn. The Loan Agreement will be amended to incorporate the new repayment schedule.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Borrower has completed the project activities and provided all products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Borrower releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement, or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Borrower.

(C) The Borrower shall immediately refund to the State any payments in excess of the costs allowed by this Agreement including funds disbursed for activities deemed to be ineligible upon invoice review and interest earned on loan funds disbursed.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Borrower, or upon mutual agreement by the State and Borrower. The State may honor requests for just and equitable compensation to the Borrower for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the Borrower for any further charges under this Agreement.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Borrower:

- a. If the Borrower fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on Page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Borrower knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Borrower, or any of the Borrower's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Borrower or any subcontractor, manufacturer, or supplier of the Borrower appears in the register of persons engaging in unfair labor practices that is compiled by the Department of Licensing and Regulatory Affairs, or its successor.
- e. During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs a. through d. above.

(2) Immediately and without further liability to the State if the Borrower, or any agent of the Borrower, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Borrower's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

XXII. IRAN SANCTIONS ACT

By signing this Agreement the Borrower is certifying that it is not an Iran-linked business, and that its contractors are not Iran-linked businesses, as defined in MCL 129.312.

XXIII. ACCESS AGREEMENT

A voluntary access agreement or court-ordered access must be secured by the Borrower prior to performance of the scope of work described in Appendix A for any portion of the project area or property where loan activities will be undertaken and that is not owned by the Borrower. Evidence of access must be provided to the State at its request.

XXIV. BIDS, CONTRACTORS

(A) For contracts over \$20,000 the Borrower shall provide, or cause to be provided, the qualifications of the selected contractor(s) to the State. The State reserves the right to object to the selected contractor(s) or their qualifications. If the State has objections, it will inform the Borrower in writing within thirty (30) days of receipt of the selected contractor's qualifications.

(B) For any contract over \$20,000, except professional services, the Borrower shall solicit, or cause to be solicited, bids from at least three qualified contractors. The Borrower shall provide to the State, copies of all bids received. If the contractor that submitted the lowest bid is not the contractor selected, the Borrower must submit written justification for the selection.

(C) Any contractor(s) retained for corrective action on regulated underground storage tanks shall be a qualified underground storage tank consultant that meets the requirements of Section 21325 of Part 213, Leaking Underground Storage Tanks of the NREPA.

(D) Any contractor(s) retained for asbestos abatement shall possess appropriate qualifications to perform asbestos abatement.

XXV. WORK PLANS AND PROJECT IMPLEMENTATION

(A) Prior to conducting any activities except property acquisition under the Agreement, the Borrower or its contractor shall submit a detailed work plan to the State for its approval. Work plans must include a description of the proposed activities, a budget and draw request, and a schedule for conducting the activities under Appendix A. A supplementary work plan, budget and draw request, and schedule are required for each subsequent phase of work. The Borrower and its contractor shall not proceed with loan-funded activities until the State approves the work plan, budget, and schedule in writing. The State may approve, modify and approve, or require amendments to the work plan.

(B) The Borrower or its contractor shall implement the work plan upon the State's written approval and according to the schedules contained therein. Changes or additions to the work plan may be submitted in writing and are subject to approval by the State. Changes to work plans without prior approval from the State, or performance of activities that are not part of an approved work plan or an amendment to a work plan, are considered ineligible expenses and may result in the Borrower being responsible for payment of unapproved activities.

XXVI. INELIGIBLE EXPENSES

Although the following costs may be related to the scope of work described in Appendix A, the following are ineligible for reimbursement under the grant:

Office equipment; software; insurance, except liability insurance required pursuant to this Agreement; taxes, except sales taxes; replacement or purchase of equipment; drinking water supply replacement, defined as but is not limited to, providing bottled water, constructing a new well, and extending or constructing a water supply system ; operation and maintenance, defined

as the activities necessary to provide for continued effectiveness and integrity of a response activity after construction of the response activity means or measures. The term includes activities such as groundwater removal and treatment; restoration of property or infrastructure, unless included in Appendix A; fees for attorneys or legal advice; loan recipient staff time for application submittal; costs incurred for environmental activities under a local Brownfield Redevelopment Authority Plan; costs incurred for activities outside a State-approved work plan; labor overtime; and training. Travel costs for either vehicle use or vehicle mileage will be reimbursed, but not both. Vehicle mileage will be reimbursed at a maximum of the federal rate allowed by the Internal Revenue Service at the time the costs are incurred. Fees, such as those incurred for state or local permits; underground storage tank registration; late fees; or other fees may be eligible at the State's discretion. Other expenses may be determined ineligible in the course of invoice reviews.

XXVII. OTHER TERMS AND CONDITIONS

(A) Contractor markup on subcontractors and equipment is limited to a maximum of ten percent (10%) of the original cost, and subject to approval by the State.

(B) The use of a Loan Administrator to review work plans, reports, and other documents prepared by the Contractor(s), review invoices, write project status reports, and coordinate project activities and communications is eligible for reimbursement conditional upon the State's approval of a scope of work and budget prior to incurring loan administration costs. Loan administration costs will be limited to three percent (3%) of the total loan amount.

(C) The State may withhold the loan until the State determines that the Borrower is able to proceed with the project scope described in Appendix A, pursuant to Part 196, Section 19612(3), of the NREPA.

(D) Following completion of the project, the State may conduct annual compliance inspections for two (2) years to determine whether the project is being maintained for the use specified in this Agreement.

(E) The Grantee acknowledges, by signature of this Agreement, that the State is not obligated to provide additional funding beyond the Agreement amount should additional environmental costs be necessary to complete the project.

(F) The Loan Recipient acknowledges by its signature of this Agreement that there have been no material changes in the economic development proposal, property ownership, or other conditions of the property or project since the date the loan funds were awarded. If the proposed development changes, the Borrower shall immediately notify the State in writing.

(G) If necessary to allow for completion of the project, the Grantee and State may mutually agree to extend the term of the Agreement. Agreement extensions should be requested by the Grantee or the State in writing, prior to the Agreement end date. The term of the Agreement may be extended up to a maximum of four additional 1-year periods. This Agreement may only be extended by a signed agreement between both parties.

XXVIII. SUCCESSOR PARTIES

At any time, the Borrower may substitute any affiliate or successor in interest after a merger or consolidation or other legal act that transfers fiduciary responsibility of the Borrower through receivership, etc. for this Agreement and all other documents related to the Loan. Similarly, any statutory successor or successor agency named in an Executive Order of the Governor may be

substituted for the Department of Environmental Quality in this Agreement and all other documents related to the Loan. Each party shall notify the other in writing of a substitution under this section.

XXIX. LOAN TERMS

(A) The borrower shall provide financial assurance of repayment of the loan including pledges of revenue sharing, escrow account, letter of credit, or other acceptable mechanism negotiated with the department. Use of real property as a means to secure a loan is not considered an acceptable mechanism. The financial assurance for loan repayment must be submitted to, and approved by, the department prior to the release of any loan funding. The borrower's proposed financial assurance for repayment of the loan is described in Appendix A.

(B) Release of the financial assurance mechanism may be requested in favor of a pledge of the right of first refusal of the tax increment revenue to the department under the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2651 to 125.2672, if the brownfield project has been substantially completed and the annual tax increment being captured relative to the brownfield project is equal to or greater than 125% of the annual loan reimbursement payment. Approval of the release is required and repayment obligations will remain the same.

(C) Borrowers shall submit with the Loan application, a resolution that provides a formal commitment to take on and repay the loan. The resolution is attached to this Agreement as Appendix C.

(D) Loan repayments are made in equal annual installments of principal and interest beginning not later than five (5) years after the date of the first draw of the loan and concluding not later than 15 years after the first draw of the loan. Appendix B contains the Amortization Schedule for this Loan. There is no penalty for early repayment of the loan. If the loan is repaid in full prior to the Interest Start Date, no interest shall be charged on the loan principal.

(E) The interest rate established when the loan is executed will remain in effect throughout the term of the loan.

(F) Interest on approved loans is fixed and is calculated under simple interest terms, based on a 360-day year. Interest is charged on the remaining principal beginning five years from the Loan Execution Date. See the attached Amortization Schedule in Appendix B of this Agreement.

(G) Borrowers must deposit funds disbursed under a Brownfield Redevelopment Loan into a segregated account where the funds will not be commingled with other funds. Funds disbursed under a Brownfield Redevelopment Loan may be used solely for payment of expenses incurred under approved work plans.

(H) Any interest earned by the Borrower on loan funds disbursed for an approved work plan, shall be reported in each quarterly progress report with supporting documentation. The interest earned is treated the same as the loan funds, and must be used for approved project costs. If interest earned is used for eligible project expenses, the borrower must provide copies of invoices and payment evidence for the interest as well as for the loan funds used.

XXX. REPAYMENTS/DELINQUENCY/DEFAULTS

(A) A Borrower may pay off a portion or the entire amount of the loan within the first five (5) years without interest or penalty. Any partial payments made during the first five (5) years of the

term of the Loan will reduce the principal amount of the Loan subject to interest beginning in year six (6). If partial repayments are made during the first five (5) years, a new Amortization Schedule will be provided by the State to the Borrower reflecting those transactions and the new balance no later than 60 days prior to the sixth year anniversary of the Loan Agreement. No prepayment shall relieve the Borrower's obligation to make subsequent scheduled annual payments when due.

(B) The Borrower shall remit annual payments by check made payable to: "State of Michigan." Checks shall be mailed to: **Cashier's Office for Department of Environmental Quality, Michigan Department of Transportation Accounting Services Center, P.O. Box 30657, Lansing, MI 48909-8157**. Checks shall be identified by project number and tracking code.

(C) Annual payments unpaid 30 days after the annual due date shall be considered delinquent.

(D) A loan shall be considered in default when the annual payment remains unpaid 90 days after the annual due date.

(E) Upon default, Collection on the financial assurance mechanism associated with the Agreement shall be made by the State. If revenue sharing was used to secure the loan, the Department of Treasury shall withhold from the Borrower state payments in amounts consistent with the repayment schedule of the Loan Agreement until the Loan is repaid.

DRAFT

APPENDIX A

DRAFT

Project Details			
Project Name and Address	Plainwell Paper Mill – Phase III 224 Allegan Street, Plainwell	Borrower	City of Plainwell
Tracking Code	2020-2444	Location Code	6747
Capital Investment	\$10,322,517	Jobs Created	57.5 FTE
Total Grant Funding	\$0	Total Loan Funding	\$600,000
Funding Sources	Clean Michigan Initiative Brownfield Redevelopment Loan (BRL) Revitalization Revolving Loan (RRL) EPA Brownfield Cleanup Revolving Loan (BCRL)		

PROJECT DESCRIPTION: The city of Plainwell is receiving a loan for demolition at a former paper mill. Response activities needed to reuse the site include contaminated soil removal and are being conducted by the responsible party. The demolition will allow the city to continue to market the property for redevelopment.

ANTICIPATED SCOPE OF WORK / BUDGET: The scope of work includes the following activities to facilitate the safe reuse of the property:

1. Demolition and asbestos abatement including, but not limited to the on-site building, pavement, and other site features, as well as bidding, oversight, and reporting.
2. During the time of the loan funded activities, the Borrower is required to install a sign on the property displaying the EGLE logo. A full color, 48" by 96" grommited vinyl sign, or equivalent is required to be installed on the brownfield site. An image file with the sign design will be provided to the Borrower by the brownfield coordinator.
3. Loan administration including, but not limited to, the loan management, tracking, and reporting activities by Borrower.
4. Contingency for unanticipated conditions that may be encountered during the performance of eligible activities. Contingency will not be utilized without authorization from the Department of Environment, Great Lakes, and Energy (EGLE).

PROJECT BUDGET	
Task	Loan
1. Demolition and Asbestos Abatement	\$510,000
2. EGLE Sign	\$500
3. Loan Administration (up to 3 percent of loan amount)	\$15,000
4. Contingency (up to 15 percent of loan amount)	\$74,500
Total	\$600,000

In addition to the broad budget items above, the loan may be used for work plan and budget development, bid solicitation, technical specifications, and other administrative tasks approved by the Department of Environment, Great Lakes, and Energy (EGLE) brownfield coordinator. All loan-eligible work, including tasks not listed above, must be approved in advance. Work completed without an approved work plan may not be eligible for loan reimbursement.

Prior to the start of any loan-eligible work, a work plan must be submitted to EGLE for review and approval. Work plan development will be paid for under the budget items listed above. A budget up to \$1,000 per work plan is approved for site assessments. A budget up to \$2,500 each is approved for all other work plans. If development of a work plan is expected to cost more than the pre-approved budgets, the anticipated cost to develop the work plan must be approved by the brownfield coordinator in advance, or the excess cost will not be eligible for reimbursement.

Progress reports must be submitted quarterly even if no expenses were incurred during the quarter. Progress reports must include invoices for expenses incurred during the quarter and copies of checks or statements showing all consultants / contractors were paid.

LOAN FINANCIAL ASSURANCE: As required by Part 196, Clean Michigan Initiative Implementation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, the City of Plainwell guarantees loan repayment with its revenue sharing.

SCHEDULE: Loan administration will be conducted the entire length of the contract. Following the start of the contract, the remaining tasks are anticipated to be conducted in the quarters described below.

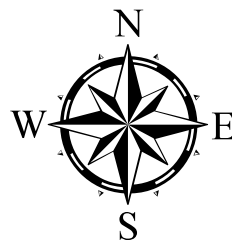
Task	Schedule
Demolition and Asbestos Abatement	Quarters 1 – 2

A more detailed schedule for above tasks shall be provided by the Borrower within the project work plans.

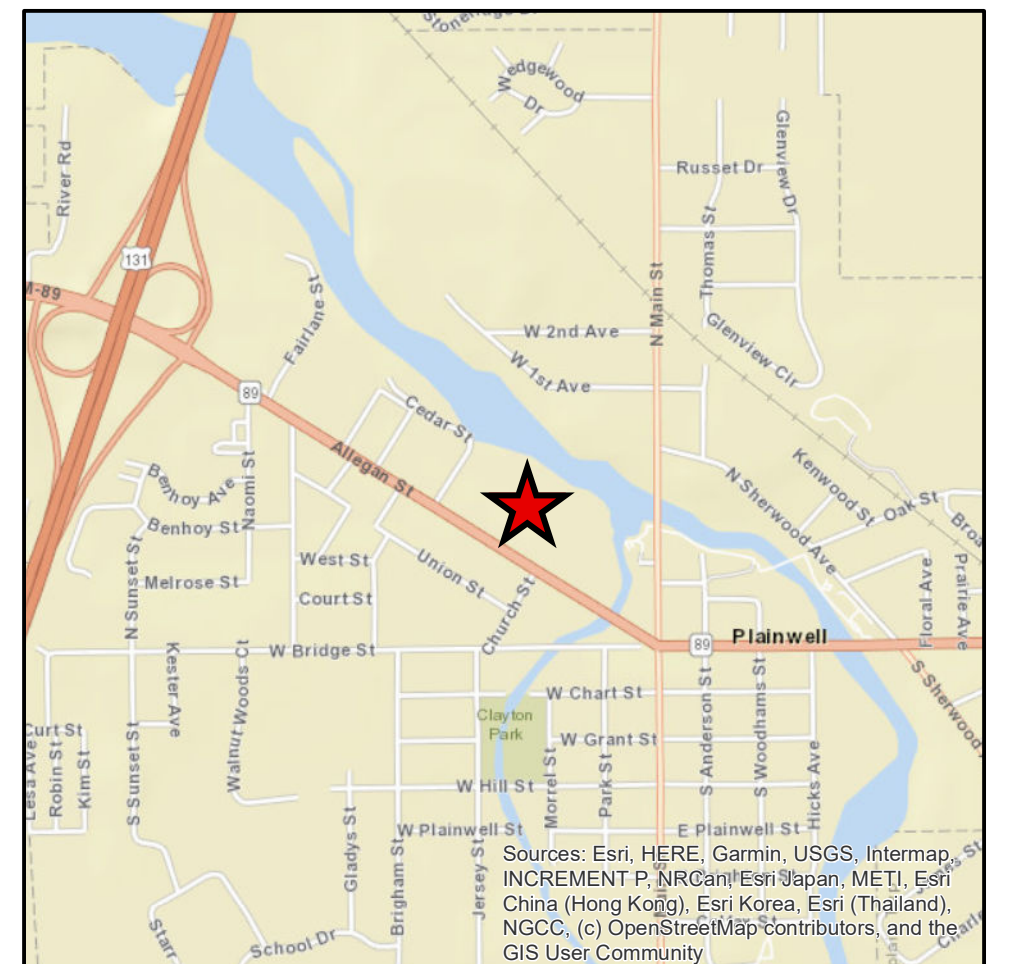
PLAINWELL PAPER MILL DEMOLITION PROJECT PHASE III



— Project Scope



0 50 100 200 300 400 500 Feet



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

MICHIGAN
BROWNFIELD
REDEVELOPMENT
PROGRAM

PAPER MILL REDEVELOPMENT

PLAINWELL, ALLEGAN COUNTY
SEC 30 T01N R11W

FIGURE 1

EGLE Remediation & Redevelopment
Division
July 2020

**APPENDIX B
AMORTIZATION SCHEDULE**

DRAFT

2020-2444 Plainwell Paper Mill

xxxx, Location Code: 6xxx

Compound period Annual
 Annual rate 1.50%
 Loan amount awarded **\$600,000**
 Loan Execution Date 8/30/2020

LOAN DETAIL	Transaction Date	Transaction Amount	Principal Balance
	<i>Draw #1:</i>		\$0.00
			0.00

REPAYMENT SCHEDULE	Payment Due Date	Total Payment Due	Interest	Principal	Principal Balance
Loan payments start					
five years after loan execution date	1 10/5/2025	\$58,695.87	\$0.00	\$58,695.87	\$541,304.13
	2 10/5/2026	\$58,695.87	\$8,119.56	\$50,576.31	\$490,727.82
	3 10/5/2027	\$58,695.87	\$7,360.92	\$51,334.95	\$439,392.87
	4 10/5/2028	\$58,695.87	\$6,590.89	\$52,104.98	\$387,287.89
	5 10/5/2029	\$58,695.87	\$5,809.32	\$52,886.55	\$334,401.34
	6 10/5/2030	\$58,695.87	\$5,016.02	\$53,679.85	\$280,721.49
	7 10/5/2031	\$58,695.87	\$4,210.82	\$54,485.05	\$226,236.44
	8 10/5/2032	\$58,695.87	\$3,393.55	\$55,302.32	\$170,934.12
	9 10/5/2033	\$58,695.87	\$2,564.01	\$56,131.86	\$114,802.26
	10 10/5/2034	\$58,695.87	\$1,722.03	\$56,973.84	\$57,828.42
	11 10/5/2035	\$58,695.87	\$867.45	\$57,828.42	\$0.00
		\$645,654.57	\$45,654.57	\$600,000.00	

APPENDIX C
LOCAL UNIT OF GOVERNMENT RESOLUTION

DRAFT

ATTACHMENT I

**CITY OF PLAINWELL
COUNTY OF ALLEGAN
STATE OF MICHIGAN
RESOLUTION NO. 2020-12**

**A RESOLUTION TO APPROVE ACCEPTANCE OF A BROWNFIELD REDEVELOPMENT
LOAN BY THE CITY OF PLAINWELL PURSUANT TO AND IN ACCORDANCE WITH
THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS OF THE STATE OF MICHIGAN
OF 1996, AS AMENDED.**

Council Member Overhuel, offered the following resolution and moved for its adoption, seconded by Council Member Steele:

WHEREAS, the Plainwell City Council, at its regularly scheduled meeting of November 29, 2010 adopted a Brownfield Plan (the "Plan") for the former Plainwell Paper Mill property, which includes property located at 224 Allegan Street, Plainwell, Michigan, 49080, (the "Site"), in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996; and

WHEREAS, the Plan allows the Plainwell Brownfield Authority ("Authority") to capture tax increment revenues generated from the Site through redevelopment activities; and

WHEREAS, the City of Plainwell (the "City") has determined several of the structures located at the site are a health and safety concern, blighted, in need of environmental abatement and are an impediment to redevelopment; and

WHEREAS, the City has applied for a Community Development Block Grant (CDBG) through the Michigan Economic Development Corporation ("MEDC"); and

WHEREAS, the City has been approved for a CDBG in an amount not to exceed \$5.1 million in order to remove blighted structures and conduct environmental abatement activities with a required 10% match; and

WHEREAS, the Michigan Department of Environment, Great Lakes, and Energy ("EGLE") has reviewed a project proposal submitted by the Authority and communicated its interest in supporting the project by inviting the Authority to formally apply for a Brownfield Loan; and

WHEREAS, the City has reviewed the Brownfield Loan Application relating to the redevelopment project property, requesting \$600,000 in loan funds, and the City has determined that it is financially able and willing to accept a loan up to \$600,000 secured by the City's annual revenue sharing payments.

ATTACHMENT I (cont..)

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Acceptance of Loan Funds. The City hereby expresses its willingness to accept and its commitment to repay a loan of up to \$600,000 which is secured through its annual revenue sharing payments. The funds will be issued to and managed by the City.
2. Severability. Should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared invalid.
3. Repeals. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.
4. Effectiveness. This Resolution shall become effective immediately upon its adoption.

YEAS: Council Members: Keeler, Steele, Overhuel, Keeney and Wisnaski

NAYS: Council Members: None

ABSTAIN: Council Members: None

ABSENT: Council Members: None

ADOPTED this 26th day of May, 2020

Signed: Brian Kelley
Brian Kelley, City Clerk

CERTIFICATION

I, Brian Kelley, the duly appointed clerk of the City of Plainwell hereby certify the foregoing is a true and complete copy of a resolution adopted by the Plainwell City Council at a meeting held May 26, 2020 in compliance with state law. The minutes of the meeting were kept and will be or have been made available as required by law.

Signed: Brian Kelley
Brian Kelley, City Clerk

Cell Site No.: GRANMI5538
Cell Site Name: CUS - PLAINWELL
Fixed Asset No.: 10144444
Market: MI / IN
Address: 518 Thomas Street

FIRST AMENDMENT TO ELEVATED WATER STORAGE TANK SPACE LEASE

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

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

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

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

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

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

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

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

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

1. **Extension of Term.** The term of the Lease shall be amended to provide that the current term, which commenced on August 1, 2018, shall expire on July 31, 2023 (“**Current Term**”), and commencing on August 1, 2023, will be automatically renewed, upon the same terms and conditions of the Lease, as amended herein, for up to five (5) separate consecutive additional

Cell Site No.: GRANMI5538
Cell Site Name: CUS - PLAINWELL
Fixed Asset No.: 10144444
Market: MI / IN
Address: 518 Thomas Street

periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an "**Additional Renewal Term**" and each such Additional Renewal Term shall be considered a Renewal Term under the Lease), without further action by Lessee unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least sixty (60) days prior to the expiration of the Current Term or the then current Additional Renewal Term. The Current Term and the Additional Renewal Terms are collectively referred to as the Term ("**Term**").

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

3. **Rent.** Commencing on August 1, 2020, the current rent payable under the Lease shall be One Thousand and No/100 Dollars (\$1,000.00) per month (the "**Rent**"), and shall continue during the Term, subject to adjustment as provided herein. Section 2 of the Lease shall be amended to provide that Rent shall be adjusted as follows: commencing on August 1, 2023, and each Additional Renewal Term exercised thereafter, the monthly Rent will increase by ten percent (10%) over the Rent paid during the previous Term.

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

5. **Sale of Property.**

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

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

Cell Site No.: GRANMI5538
Cell Site Name: CUS - PLAINWELL
Fixed Asset No.: 10144444
Market: MI / IN
Address: 518 Thomas Street

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

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

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

6. 24/7 Access. Lessor hereby grants to Lessee, its authorized sublessees, and to any public or private utility serving Lessee's Communications Facility or related equipment, access to the Leased Premises and to and over the Property twenty-four hours per day, seven days per week (24/7), including but not limited to, access from an accessible, open and maintained public road to the Leased Premises, for the installation, maintenance, repair, modification, alteration, or refurbishment of the Communications Facility or any equipment related to such Communications Facility as such access is deemed necessary by Lessee, in its sole discretion, without the requirement of notice by Lessee to Lessor. In the event that any public or private utility serving Lessee's Communications Facility is unable to use the access provided to Lessee, the Lessor hereby agrees to grant additional access to Lessee or to such public or private utility, for the benefit of Lessee, at no cost to Lessee and pursuant to the same terms and conditions as noted above. The terms and conditions regarding access in the Lease remain in full force and effect, except as modified by this paragraph.

7. Relocation.

(a) If Landlord determines it necessary to relocate the Communication Facility, Landlord will have the right, subject to the following provisions of this Section, but only exercisable one time during the Term, and only after providing Tenant with not less than twelve (12) months' prior written notice, to relocate the Communication Facility, or any part thereof, to an alternate location (the "**Relocation Premises**") on the Property; provided, however, that: (i) all reasonable costs and expenses associated with or arising out of such relocation (including costs associated with any required Governmental Approvals and/or costs for Tests of the Relocation Premises) shall be paid

Cell Site No.: GRANMI5538
Cell Site Name: CUS - PLAINWELL
Fixed Asset No.: 10144444
Market: MI / IN
Address: 518 Thomas Street

by Tenant; (ii) such relocation will be performed exclusively by Tenant or its agents; (iii) such relocation will not unreasonably result in any interruption of the communications service of Tenant on the Property; (iv) use of temporary equipment such as a trailer-mounted cell site on wheels, will be at Lessee's cost and expense; and (v) such relocation will not impair, or in any manner alter, the quality of communications service provided by Tenant on and from the Property. Landlord will exercise its relocation right by delivering written notice, pursuant to the terms of this Agreement, to Tenant. In the notice, Landlord will identify the proposed Relocation Premises on the Property to which Tenant may relocate the Communication Facility. Landlord and Tenant hereby agree that a survey (prepared at the sole cost and expense of Tenant) of the Relocation Premises (including the access and utility easements) will supplement **Exhibit 1** hereto and become a part hereof, and the Relocation Premises shall be considered the Premises for all purposes hereunder.

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

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

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

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

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

Cell Site No.: GRANMI5538
Cell Site Name: CUS - PLAINWELL
Fixed Asset No.: 10144444
Market: MI / IN
Address: 518 Thomas Street

If to Lessee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: GRANMI5538
Cell Site Name: CUS - PLAINWELL (MI); Fixed Asset No.: 10144444
1025 Lenox Park Blvd. NE
3rd Floor
Atlanta, GA 30319

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

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

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

And as to Lessor:

City of Plainwell
141 North Main Street
Plainwell, MI 49080

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

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

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

11. Memorandum of Lease. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

Cell Site No.: GRANMI5538
Cell Site Name: CUS - PLAINWELL
Fixed Asset No.: 10144444
Market: MI / IN
Address: 518 Thomas Street

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

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

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

DRAFT

Cell Site No.: GRANMI5538
Cell Site Name: CUS - PLAINWELL
Fixed Asset No.: 10144444
Market: MI / IN
Address: 518 Thomas Street

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

LESSOR:
City of Plainwell,
an incorporated city

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

By: AT&T Mobility Corporation
Its: Manager

By: [NOT FOR EXECUTION]

By: [NOT FOR EXECUTION]

Print Name: _____

Print Name: _____

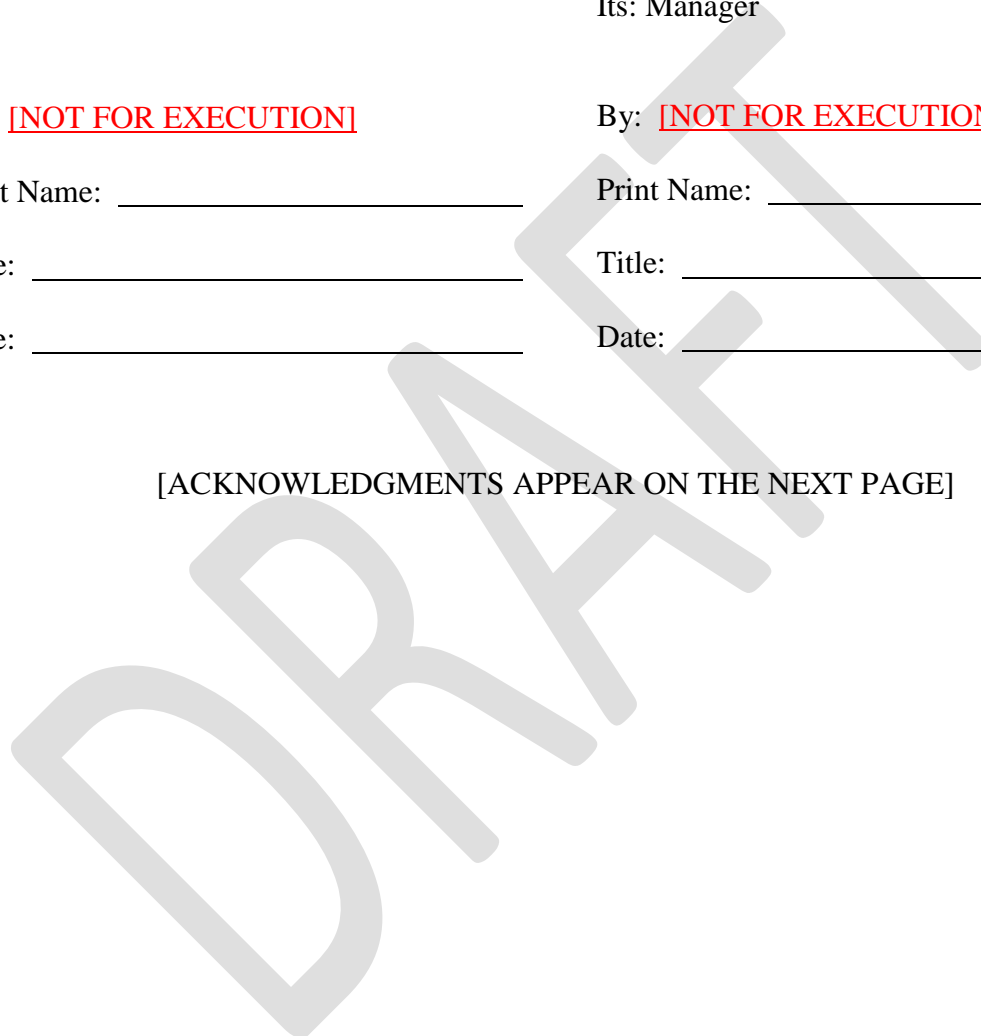
Title: _____

Title: _____

Date: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]



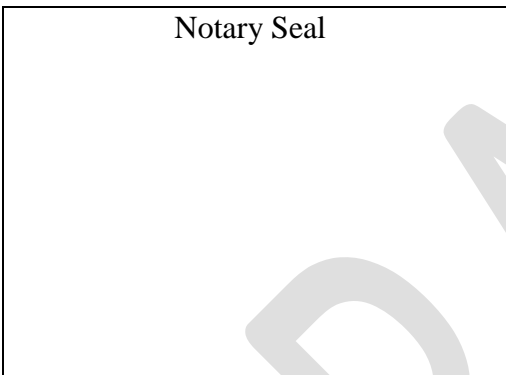
Cell Site No.: GRANMI5538
Cell Site Name: CUS - PLAINWELL
Fixed Asset No.: 10144444
Market: MI / IN
Address: 518 Thomas Street

LESSEE ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

Cell Site No.: GRANMI5538
Cell Site Name: CUS - PLAINWELL
Fixed Asset No.: 10144444
Market: MI / IN
Address: 518 Thomas Street

Attachment 1

Memorandum of Lease

DRAFT

PARCEL #: [insert]

SPACE ABOVE FOR RECORDER'S USE

**Prepared by, and
after recording return to:**

Md7, LLC
Michael Fraunces, President
10590 West Ocean Air Drive
Suite 300
San Diego, CA 92130

Re: Cell Site #: GRANMI5538
Cell Site Name: CUS - PLAINWELL (MI)
Fixed Asset Number: 10144444
State: MI
County: Allegan

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 202__, by and between the City of Plainwell, an incorporated city, having a mailing address at 141 North Main Street, Plainwell, MI 49080 (hereinafter referred to as "**Lessor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to Michiana Metronet, Inc., c/o Centennial Cellular Operating Company, LLC, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee (or their predecessors in interest) entered into a certain Elevated Water Storage Tank Space Lease dated July 29, 2003, as amended by that certain First Amendment to Elevated Water Storage Tank Space Lease dated _____, 202__ (hereinafter, collectively, the "**Lease**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Lessor's real property located in the City of Plainwell, County of Allegan, commonly known as 518 Thomas Street. All of the foregoing are set forth in the Lease.
2. Commencing on August 1, 2023, the Agreement shall extend for five (5) successive five (5) year options to renew.

3. The portion of the land being leased to Lessee (the “**Leased Premises**”) is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

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

DRAFT

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

LESSOR:
City of Plainwell,
an incorporated city

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

By: AT&T Mobility Corporation
Its: Manager

By: [NOT FOR EXECUTION]

By: [NOT FOR EXECUTION]

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

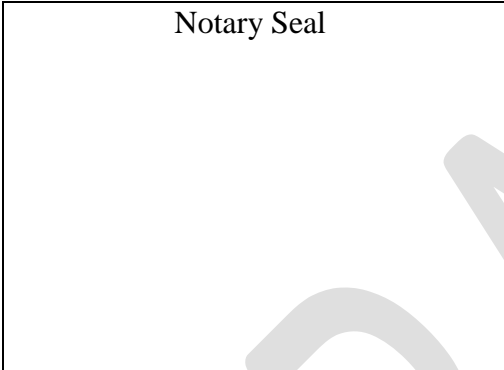
[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LESSEE ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

Exhibit 1 to Memorandum of Lease

Legal Description

Street Address: 518 Thomas Street, Plainwell, MI 49080

Parcel #: _____

That certain Leased Premises (and access and utility easements) on a portion of the real property described as follows:

[INSERT LEGAL DESCRIPTION HERE]

DRAFT



"The Island City"

MEMORANDUM

119 Island Ave
Plainwell, Michigan 49080
Phone: 269-685-9858
Fax: 269-685-5460
Email: publicsafety@plainwell.org

To: Erik J. Wilson, City Manager
From: Bill Bomar, Director of Public Safety
CC: Brian Kelley, Clerk/Treasurer
Subject: Fire Engine repair for E-17
Date: August 05, 2020

Recently with fire engine/pumper (E-17), a 1997 Ferrara/HME, public safety employees who have responsibility for routine inspections and engine operators have been noticing emergency warning lights, backup alarm and other electronics equipment were working intermittently or not functioning at all.

We realized the problem could not be remedied in-house so we contacted our fire truck service vendor B&B Fire Division who came to our station the next day to diagnosis the problem. B&B determined the problem is the transmission control module (TCM). The TCM is a processor which helps understand various signals transmitted by the drivetrain. B&B has been the preferred vendor for the Public Safety's fire trucks for several years now, and they are certified in emergency vehicle services.

Engine-17 is a backup to Engine-11, a 2000 Spartan/Quality, and is generally the second engine out on most fire calls. I'm requesting City Council to approve repair of the TCM on Engine-17 for \$3,793.69. The funds will come from account 101-336-934-000 which currently has a balance of \$10,745.00.



B&B Fire Division
 922 West River Center Drive
 Comstock Park, MI 49321
 Phone: (616) 551-0642
 Fax: (616) 551-0732

PROPOSAL

Proposal ID	Date
21113	7/29/2020
Sales Person	Page
JASON	1 of 1

Proposal To:

Plainwell Fire Department
 119 Island Ave
 Plainwell, MI 49080
 Phone: (269) 685-9858
 Fax: (269) 685-5460
 E-Mail: bbomar@plainwell.org
 Contact: Bill Bomar

Ship To:

Pickup

Decision Maker	Ship Date	Ship Via	Description	Terms
		Pickup	Onsite Service Call Fee Onsite Service Call Fee 2	Net 30 days

Quantity	Product ID	Description	Unit	Amount
2.00	TRAVEL2	Onsite Service Call Fee Onsite Service Call Fee 26-75 Miles	150.00	300.00
5.00	LABOR - MOBILE	BACKUP ALARM NOT WORKING	91.00	455.00
1.00		TRANSMISSION TCM & PROGRAMING	2,947.69	2,947.69
1.00	LABOR - MOBILE	INSPECT LIGHTING AND CHARGING SYSTEM WARNING LIGHTS SEEM DIM DO NOT KNOW IF HI IDLE SYSTEM IS WORKING PROPERLY	91.00	91.00

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted.

Proposal is valid until Saturday, August 8, 2020

Signature _____

Date _____

Subtotal	3,793.69
Sales Tax	-
TOTAL	3,793.69



July 24, 2020

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

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

Dear Erik Wilson,

Robert Darvas Associates, P.C. (RDA) is pleased to provide the following proposal for consulting structural engineering services. Our services will be construction/ demolition phase consulting. The project is as shown on the Plainwell Mill Demolition Phase III addendum & drawings dated 03/04/2020.

1. PROPOSED SERVICES

RDA proposes to provide the following engineering services:

- 1.1. Provide engineering assistance during the construction and demolition phases. This assistance will include addressing contractor questions (RFIs) and review of structural submittals.
- 1.2. Provide up to 4 site visits during construction/ demolition as requested by you. A report will be generated with each site visit.

2. ASSUMPTIONS/CLARIFICATIONS

This proposal includes the following assumptions and clarifications:

- 2.1. City of Plainwell will be available for discussions and assist in gathering necessary documents, measurements, and/or investigations (if required).
- 2.2. The enclosed Standard General Conditions are part of this proposal.

3. ENGINEERING FEE

RDA proposes to provide the above described structural engineering services on an hourly rates basis plus expenses with a not to exceed fee of \$14,000.00.



We appreciate the opportunity to submit this proposal and look forward to working with you on this project. We have experienced staff available to work on this project immediately. If you find this proposed agreement acceptable, please sign and return, or initiate a standard AIA contract and initial acceptance of this proposal and the enclosed Standard General Conditions and include them as an Exhibit.

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

Sincerely,

Robert Darvas Associates, P.C.

A handwritten signature in black ink, appearing to read 'Stephen Rudner'.

Stephen Rudner, P.E.

Accepted by: _____
Erik Wilson

Date: _____



Standard General Conditions

Project and Fee Changes:

If the project scope changes from the above description our fee may need to be revised. Any significant design changes which require redesign on our part may affect the fee. Additional services requested by the client will be billed at our then effective hourly billing rates, or a fee negotiated when the extent of extra work is determined, plus reimbursable expenses (deliveries, postage, printing, government approved mileage (currently \$0.535/mile) outside of Ann Arbor, and travel expenses along with meals and lodging). Project and fee changes shall be approved in writing by the Client prior to RDA proceeding. If the project is cancelled for any reason you will only be billed for the work completed.

Billings and Payments:

Invoices are due within thirty (30) days after the invoice date. If the invoice is not paid within thirty (30) days, RDA may (without waiving any claim, right against, or liability whatsoever to the Client) suspend or terminate the performance of service. Any retainer payment(s) shall be credited on the final invoice. Accounts unpaid sixty (60) days after the invoice date shall be subject to a time-price differential service charge of 1.5% per month on the then unpaid balance. Under all circumstances in the event of Client's failure to pay or other default by Client hereunder, RDA shall be entitled to recover its reasonable attorneys' fees, costs of collection, and other costs incurred arising out of or in any way related to Client's default or defaults.

Documents:

All reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by RDA as instruments of service shall remain the property of RDA. RDA shall retain the copyrights thereto.

Independent Contractor:

It is agreed between the parties hereto that employment by Client of Construction Contractor(s) or Subcontractor(s) to construct work and perform maintenance constitutes them as independent Contractors and as such they are completely responsible to the Client for the performance of their contracts, maintaining the construction schedules, and that these construction organizations are solely responsible for the means, methods, techniques, and detailed sequences of construction and for safety precautions incident thereto. The presence of an RDA project representative at the jobsite will not relieve the Construction Contractor(s) of these responsibilities.

Indemnity:

RDA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client (its officers, directors, and employees) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by RDA's negligent acts, errors or omissions in the performance of professional services under this Agreement and that of his or her Subconsultant(s) or anyone for whom RDA is legally liable.

Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless RDA (its officers, directors, and employees) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Client's negligent acts, errors or omissions and those of his or her Contractor(s), Subcontractor(s), or Consultant(s), or anyone for whom the Client is legally liable, arising from the Project that is the subject of this Agreement. RDA is also not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence or the negligence of others.

City of Plainwell



“The Island City”

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

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

To: Erik Wilson
From: Sandra Lamorandier, Personnel Manager
Subject: Purchase of Timesheet Software
Date: August 7, 2020

Attached is a quote from BS&A our current software provider. This software would be an extreme plus to accompany the Work Order package we just purchased to replace Cartograph and would save a tremendous amount of time in processing payroll. Our current process requires us to enter the same information for hours 2 to 3 times depending on which department.

Although this is an unbudgeted item, in talking with our Treasurer he noted there are approximately \$ unbudgeted funds that will be available due to discontinuing a maintenance contract for phone lines and an agreed credit return.

The training could be plus or minus depending on any issues we may run into, but I have requested them to look at our current payroll and advise what may need to be “cleaned up” that would expedite the conversion and not cause any unexpended hiccups. There would be 3 or 4 of us doing the training in house and we then will train each of the departments on how to use the software.

We are looking for an approval from council in the amount \$5,145 for the software 3 days of training at \$850.00 per day and their travel time. With the purchase it includes and 2 years of support service. After 2 years the current annual fee will be \$315.00.

Proposal for Software and Services, Presented to...

City of Plainwell, Allegan County MI

July 24, 2020

Quoted by: Dan J. Burns, CPA



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

Cost Summary

Applications and Annual Service Fee prices based on an approximate parcel count of 1,615. Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count.

Applications

Personnel Management

Timesheets .NET

\$1,570

Data Conversions/Database Setup

No conversion or database setup to be performed.

Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$640

Implementation and Training

- \$850/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Personnel Management Applications	Days:	3	\$2,550
-----------------------------------	-------	---	----------------

Cost Totals

Not including Annual Service Fees

Applications	\$1,570
Project Management and Implementation Planning	\$640
Implementation and Training	\$2,550
Total Proposed	\$4,760
<i>Travel Expenses</i>	\$385

Payment Schedule

- 1st Payment: **\$640** to be invoiced upon execution of this agreement.
2nd Payment: **\$1,570** to be invoiced at start of training.
3rd Payment: **\$2,935** to be invoiced upon completion of training.

Annual Service Fees

Unlimited support during your first year with the program is included in your purchase price. Thereafter, Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index for All Urban Consumers U.S. city average (CPI-U).

Personnel Management

Timesheets .NET	\$315
-----------------	-------



Additional Information

Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- ˘ custom payment import/lock box import
- ˘ custom OCR scan-line
- ˘ custom journal export to an outside accounting system
- ˘ custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

Acceptance

Signature constitutes...

1. An order for products and services as quoted
Quoted prices do not include Program Customization, training beyond the estimated number of days, or recommended Bank Reconciliation Consultation
2. Agreement with the proposed Annual Service Fees
3. Acceptance of BS&A's hardware recommendations required to efficiently run the .NET applications

Signature

Date

BS&A PLEDGE. We offer a one-year, risk-reversal pledge on our software. If, up to a year after installation, you are not happy with our software and service, you can return our software for a full refund.

Returning Accepted Proposal to BS&A

Please return the entire proposal, with signature/date (this page) and contact information (next page) filled out, by any of these methods:

Mail: BS&A Software
14965 Abbey Lane
Bath, MI 48808

Fax: (517) 641-8960

Email: dburns@bsasoftware.com

Once your proposal is received, a BS&A representative will contact you to begin the scheduling process.



Contact Information

If any mailing addresses are PO Boxes, please also provide a Street Address for UPS/Overnight mail.

If additional contacts need to be submitted, please make a copy of this page.

Key Contact for Implementation and Project Management

Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____

IT Contact

Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____

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

8/4/2020

To: Erik Wilson, City Administrator
From: Bryan Pond, Superintendent WR
Cc: Brian Kelley City Treasurer
RE: Repair of Plant Aerzen Blowers #1 #2

The plant blowers provide air to the microorganisms in our biological process of our plant. This process is essential maintaining permit limits and removing harmful pollutants from entering the Kalamazoo River. The plant blowers were installed in 2013 and have just over 21,000 hours on each blower. The cost of one blower new in 2013 was approximately \$26,000

This is the first factory maintenance ever performed on the blowers and was initiated by the oil leak on #2 blower. Attached is the maintenance report which provides more detail on the repair findings, and is enclosed.

The building was constructed with no "I" beam, or pick point to lift the blower components or motor out for repair. Therefore, we have purchased a gantry crane for the room for \$3,118.70 and is on order, a second price for this is enclosed.

The repairs for #1 and #2 blowers are \$5,760 each \$11,520 total this comes with freight onsite time travel and a one-year warranty. The repair estimates are enclosed. This is a sole source price as this is factory service, the funding is available in line item 590-540-930.



Aerzen USA Corporation
 108 Independence Way
 Coatesville, PA 19320
 Ph.: (610) 380-0244, Fax: (610) 380-0278
www.aerzenusa.com

Service Report

Document # BCH-7-0353_01 rev "8"

Site Information

Date:	Monday, July 27, 2020
Customer:	City of Plainwell Mi WWTP
End User:	City of Plainwell Mi WWTP
Site Address:	129 Fairlane lane Plainwell Mi 49080
Customer Contact:	Bryan Pond
Contact Information:	269-207-7321/bpond@plainwell.org
Service Technician:	Mark DeBolt
Service Tech Contact Info:	mark.debolt@aerzen.com/1-331-238-3154
Order # / SEO #	SEO-20-002329

Project Background

PM of three(3) GM-25-S Delta blowers, one unit has a shaft seal leak on the unit.

Scope of Work

Work Performed

Inspected the #2 blower with a shaft seal leak, the unit has 21000 hours on the unit. The shaft sleeve was found to be loose on the shaft, apron further investigation metal flake was found in the oil in the front head of the unit, Bryan Pond was informed of the findings and the unit was removed from the silencer to have the unit rebuilt if possible. The belts that were shipped for the service were the wrong belts so the correct belts were ordered from Motion Industries to arrive the following day. The oil on unit #3 was drained and the unit was filled with Mobil SHC 627 to the proper level. The Air filter was changed there seems to be a lot of water damage to the intake filter housing, The Solberg filter was looked at to insure the sealing washer on the lid was still there. The alarms were verified and shut down the VFD when they were activated. Blower 1 was inspected ant the shaft seal sleeve was found loose on the shaft and the stage was extremely hard to turn by hand, The lobes were rubbing on the housing likely due to a bearing failure on the fixed side of the blower. A new shaft sleeve and lip seals were installed on the unit and the unit was filled with Mobil SHC 627 oil to the proper level, New belts were installed on the unit and the motor and stage sheaves were laser aligned. This unit needs to come out and be repaired ASAP. This unit will be used only as an emergency back up for the plant. The safety's were checked to insure they were operating correctly, The high PSI switch was not functioning and the micro switch was found to be bad, We will try to find a replacement switch when we return to the site.

Open Actions / Recommendations



AERZEN

Compressed air, gas
and vacuum solutions

City of Plainwell Water Renewal Plant
Att.: Bryan Pond
129 Fairlane Street
PLAINWELL, MI 49080

Aerzen USA Corporation
108 Independence Way
Coatesville, PA 19320-1653
USA

inquiries@aerzenusa.com
www.aerzenusa.com
Phone: 610-380-0244



Quotation

Quote no. SEQ-20-003054/ 0
Date: 07/27/20
Quote Expiration date: 10/27/20
Salesperson: DC
Handled by: Ryan Craddock

Payment Terms: Net 30 days
Shipment Terms: DAP DELIVERED AT PLACE BUYER UNLOADS NAMED PLACE
Shipping Agent: BEST WAY AERZEN SELECTS CARRIER

Your account no.: 21-03557
Phone number: +12696855153
E-Mail: BPond@plainwell.org

PLEASE NOTE - REMITTANCE/BANK INFO IN FOOTER.

GM25S Overhaul and Install **# 2**

Serial No. 1047822 Service Items SEI-006731
Item No.: 032769000, Package, Delta Blower (Generation 5)

Pos.	Item No.	Quantity	Unit of M.	Unit Price USD	Line Amount USD
	Description	1	each	4,280.00	4,280.00
	Standard overhaul parts/labor				

Installation Labor and Shipping Cost

Pos.	Item No.	Quantity	Unit of M.	Unit Price USD	Line Amount USD
	Description	1	each	1,480.00	1,480.00
	21-OS-1D-ZN1				
	On-Site Service				
	Includes 1 day of on-site service and expenses	1		0.00	0.00
	Shipping Cost - TBD				

Bank	USD Payments - ACH/Wire	USD Payments - Lockbox	EUR Payments - Wire
Routing	JP Morgan Chase	Aerzen USA Corp	Commerzbank AG
Account No	021000021	PO Box 21920	Intermediary Bank: COBADEFF
SWIFT	350056393	New York, NY 10087-1920	150113606800EUR
Remittance email	CHASUS33	USA	COBAUS3X
	remittance-usa@aerzen.com		remittance-usa@aerzen.com



AERZEN

Compressed air, gas
and vacuum solutions

Quote no. SEQ-20-003054/ 0

Page 2 / 2

Total USD Excl. TAX	5,760.00
Tax Amount USD	0.00
Total USD Incl. TAX	5,760.00

For questions on this order, please contact your Regional Service Coordinator

#2

Best regards,

Ryan Craddock
Aerzen USA Corporation

Bank USD Payments - ACH/Wire
Routing JP Morgan Chase
Account No 021000021
SWIFT 350056393
Remittance email CHASUS33
remittance-usa@aerzen.com

USD Payments - Lockbox
Aerzen USA Corp
PO Box 21920
New York, NY 10087-1920
USA

EUR Payments - Wire
Commerzbank AG
Intermediary Bank: COBADEFF
150113606800EUR
COBAUS3X
remittance-usa@aerzen.com



AERZEN

Compressed air, gas
and vacuum solutions

City of Plainwell Water Renewal Plant
Att.: Bryan Pond
129 Fairlane Street
PLAINWELL, MI 49080

Aerzen USA Corporation
108 Independence Way
Coatesville, PA 19320-1653
USA

inquiries@aerzenusa.com
www.aerzenusa.com
Phone: 610-380-0244



Quotation

Quote no. SEQ-20-003154/ 0
Date: 08/04/20
Quote Expiration date: 11/04/20
Salesperson: DC
Handled by: Ryan Craddock

Payment Terms: Net 30 days
Shipment Terms: DAP DELIVERED AT PLACE BUYER UNLOADS NAMED PLACE
Shipping Agent: BEST WAY AERZEN SELECTS CARRIER

Your account no.: 21-03557
Phone number: +12696855153
E-Mail: BPond@plainwell.org

PLEASE NOTE - REMITTANCE/BANK INFO IN FOOTER.

GM25S Overhaul and Install #/

Serial No. 1047819 Service Items SEI-006729
Item No.: 032769000, Package, Delta Blower (Generation 5)

Pos.	Item No. Description	Quantity	Unit of M.	Unit Price USD	Discount %	Line Amount USD
		1	each	4,280.00		4,280.00
	Standard overhaul parts/labor					
	180682000	1	each	1,129.38	100	0.00
	Sealing Kit					
	180685001	1	each	368.61	100	0.00
	Bearing Kit					

Installation Labor and Shipping Cost

Pos.	Item No. Description	Quantity	Unit of M.	Unit Price USD	Discount %	Line Amount USD
	21-OS-1D-ZN1	1	each	1,480.00		1,480.00

Bank USD Payments - ACH/Wire
Routing JP Morgan Chase
Account No 021000021
SWIFT 350056393
Remittance email CHASUS33
remittance-usa@aerzen.com

USD Payments - Lockbox
Aerzen USA Corp
PO Box 21920
New York, NY 10087-1920
USA

EUR Payments - Wire
Commerzbank AG
Intermediary Bank: COBADEFF
150113606800EUR
COBAUS3X
remittance-usa@aerzen.com



AERZEN

Compressed air, gas
and vacuum solutions

Quote no. SEQ-20-003154/ 0

Page 2 / 2

On-Site Service			
Includes 1 day of on-site service and expenses	1	0.00	0.00
Shipping Cost - TBD			

Total USD Excl. TAX	5,760.00
Tax Amount USD	0.00
Total USD Incl. TAX	5,760.00

For questions on this order, please contact your Regional Service Coordinator

/

Best regards,

Ryan Craddock
Aerzen USA Corporation

Bank	USD Payments - ACH/Wire	USD Payments - Lockbox	EUR Payments - Wire
Routing	JP Morgan Chase	Aerzen USA Corp	Commerzbank AG
Account No	021000021	PO Box 21920	Intermediary Bank: COBADEFF
SWIFT	350056393	New York, NY 10087-1920	150113606800EUR
Remittance email	CHASUS33	USA	COBAUS3X
	remittance-usa@aerzen.com		remittance-usa@aerzen.com

Quote



AAA Sling & Industrial Supply,
 Inc.
 425 36th Street SW
 Grand Rapids MI 49548-2108
 (616) 530-0500

Order Number: 0094876
 Order Date: 7/31/2020

Salesperson: 0000
 Customer Number: COP2

Sold To:
 CITY OF PLAINWELL
 141 N. MAIN ST.
 PLAINWELL, MI 49080

Ship To:
 CITY OF PLAINWELL
 PUBLIC WORKS
 126 FAIRLANE ST.
 PLAINWELL, MI 49080

Confirm To:
 BRIAN

Customer P.O.	Ship VIA	F.O.B.	Terms				
	GLHH	ORIGIN	1% 15D N30				
Description	Ordered	Shipped	Back Order	Price	Amount		
ADJUSTABLE ALUMINUM GANTRY AHA-2-10-10, 2,000 LBS CAPACITY 10' SPAN, 7'8" TO 10'2" UNDER I-BEAM 252 LBS.	1	0	0	2,767.000	2,767.00		
AMH PUSH TROLLEY- 1 TON PT010 FREIGHT	1	0	0	165.600	165.60		186.10

Net Order: 3,118.70
 Shipping & Handling: 0.00
 Sales Tax: 0.00
Order Total: 3,118.70

Spanco® Portable Gantry Cranes

- Under 3 minutes to assemble and disassemble!
- 10-year warranty on manual systems
- Meets or exceeds standards set by CMAA and OSHA

Lift and move pumps, valves or blowers anywhere in your plant with Spanco's portable aluminum and T-Series gantry cranes.

Note: These gantry cranes are strictly equipment-rated and are not to be used for lifting, supporting or transporting personnel.

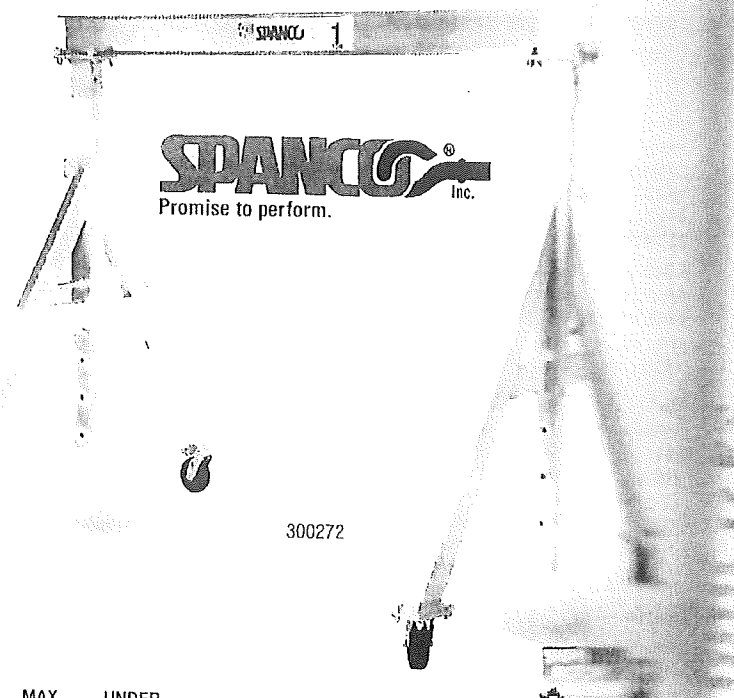
Aluminum Gantry Cranes

- Extremely stable under heavy weight-bearing loads

Starting as light as 116 pounds, these cranes are ideal for operators who need fast lift relocation from site to site. Designed to easily fit in most service trucks, they're portable enough to go virtually anywhere. One person can quickly assemble and disassemble the crane in under three minutes.

Height under I-beam measures up to 12'2" and locks into place via a spring-loaded steel pin. Poly caster wheels with brakes make transporting your crane around the jobsite even easier.

Enhance your aluminum gantry crane with optional accessories. **Height extensions** provide two feet of additional crane height. **Pneumatic tires** (available with or without brakes) are ideal for soft terrain and outdoor jobsites.



Aluminum Gantry Cranes

** 2ND PRICE*

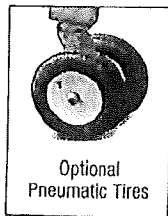
MAX WEIGHT (LBS)	UNDER I-BEAM TO GROUND	I-BEAM OL	USABLE WIDTH	I-BEAM H x W	WT (LBS)	STOCK #	EACH
1000	6'6" to 9'	8'	6'11"	5" x 3"	116	300272	\$ 2,545.60
1000	8'6" to 11'	8'	6'11"	5" x 3"	135	300273	2,861.17
1000	6'6" to 9'	10'	8'11"	6" x 3 3/8"	131	300274	2,997.90
1000	8'6" to 11'	10'	8'11"	6" x 3 3/8"	150	300275	3,313.47
1000	6'6" to 9'	12'	10'11"	8" x 4"	164	300276	3,229.34
1000	8'6" to 11'	12'	10'11"	8" x 4"	183	300277	3,544.91
1000	6'6" to 9'	15'	13'11"	8" x 4"	192	300278	4,144.52
1000	8'6" to 11'	15'	13'11"	8" x 4"	211	300279	4,460.09
2000	5'7" to 8'1"	8'	6'10"	6" x 3 3/8"	150	300280	3,050.99
2000	7'7" to 10'1"	8'	6'10"	6" x 3 3/8"	157	300281	3,229.82
2000	9'7" to 12'1"	8'	6'10"	6" x 3 3/8"	197	300282	3,776.88
2000	5'7" to 8'1"	10'	8'10"	8" x 4"	180	300283	3,408.67
2000	7'7" to 10'1"	10'	8'10"	8" x 4"	187	300284	3,587.52
2000	9'7" to 12'1"	10'	8'10"	8" x 4"	227	300285	4,134.59
2000	5'7" to 8'1"	12'	10'10"	8" x 4"	192	300286	3,503.33
2000	7'7" to 10'1"	12'	10'10"	8" x 4"	199	300287	3,682.19
2000	9'7" to 12'1"	12'	10'10"	8" x 4"	239	300288	4,229.25
2000	5'7" to 8'1"	15'	13'10"	10" x 4 5/8"	248	300289	4,523.84
2000	7'7" to 10'1"	15'	13'10"	10" x 4 5/8"	255	300290	4,702.70
2000	9'7" to 12'1"	15'	13'10"	10" x 4 5/8"	295	300291	5,249.75
2000	5'10" to 8'4"	18'	16'9"	12" x 5"	389	300292	5,638.01
2000	7'10" to 10'4"	18'	16'9"	12" x 5"	401	300293	5,815.81
2000	9'10" to 12'4"	18'	16'9"	12" x 5"	441	300294	6,364.99
2000	5'10" to 8'4"	20'	18'9"	12" x 5"	423	300295	5,984.13
2000	7'10" to 10'4"	20'	18'9"	12" x 5"	435	300296	6,164.04
2000	9'10" to 12'4"	20'	18'9"	12" x 5"	475	300297	6,712.17

MAX WEIGHT (LBS)	UNDER I-BEAM TO GROUND	I-BEAM OL	USABLE WIDTH	I-BEAM H x W	WT (LBS)	STOCK #	EACH
4000	5'10" to 8'4"	8'	6'9"	8" x 4"	237	300298	3,000.00
4000	7'10" to 10'4"	8'	6'9"	8" x 4"	246	300299	3,000.00
4000	9'10" to 12'4"	8'	6'9"	8" x 4"	276	300300	3,000.00
4000	5'10" to 8'4"	10'	8'9"	10" x 4 5/8"	274	300301	3,000.00
4000	7'10" to 10'4"	10'	8'9"	10" x 4 5/8"	285	300302	3,000.00
4000	9'10" to 12'4"	10'	8'9"	10" x 4 5/8"	313	300303	3,000.00
4000	5'10" to 8'4"	12'	10'9"	12" x 5"	322	300304	3,000.00
4000	7'10" to 10'4"	12'	10'9"	12" x 5"	334	300305	3,000.00
4000	9'10" to 12'4"	12'	10'9"	12" x 5"	361	300306	3,000.00
4000	5'10" to 8'4"	15'	13'9"	12" x 5"	352	300307	3,000.00
4000	7'10" to 10'4"	15'	13'9"	12" x 5"	367	300308	3,000.00
4000	9'10" to 12'4"	15'	13'9"	12" x 5"	394	300309	3,000.00
6000	6'2" to 8'2"	8'	6'8.5"	12" x 5"	351	300310	3,000.00
6000	7'8" to 10'2"	8'	6'8.5"	12" x 5"	369	300311	3,000.00
6000	9'8" to 12'2"	8'	6'8.5"	12" x 5"	416	300312	3,000.00
6000	6'2" to 8'2"	10'	8'8.5"	12" x 5"	372	300313	3,000.00
6000	7'8" to 10'2"	10'	8'8.5"	12" x 5"	397	300314	3,000.00
6000	9'8" to 12'2"	10'	8'8.5"	12" x 5"	436	300315	3,000.00
6000	6'2" to 8'2"	12'	10'8.5"	12" x 5"	425	300316	3,000.00
6000	7'8" to 10'2"	12'	10'8.5"	12" x 5"	445	300317	3,000.00
6000	9'8" to 12'2"	12'	10'8.5"	12" x 5"	497	300318	3,000.00
6000	6'2" to 8'2"	15'	13'8.5"	12" x 5"	467	300319	3,000.00
6000	7'8" to 10'2"	15'	13'8.5"	12" x 5"	495	300320	3,000.00
6000	9'8" to 12'2"	15'	13'8.5"	12" x 5"	531	300321	3,000.00

+ Freight costs

Accessories for Aluminum Gantry Cranes

MAX WEIGHT (LBS)	STOCK #	EACH
PNEUMATIC TIRES WITHOUT BRAKES		
1000	300236	\$ 462.83
2000	300237	657.44
4000	300238	762.62
6000	300239	1,514.73
PNEUMATIC TIRES WITH BRAKES		
1000	300240	\$ 483.87
2000	300241	788.91
4000	300242	1,030.85
6000	300243	1,693.56



MAX WEIGHT (LBS)	STOCK #	EACH
REPL. 6" POLY CASTER WHEELS WITH BRAKES		
2000	300634	\$ 16.82
2000	300635	16.82
REPL. 8" POLY CASTER WHEELS WITH BRAKES		
4000	300636	\$ 16.82
6000	300637	67.30
ALUMINUM GANTRY CRANE HEIGHT EXTENSIONS, 2'		
1000	300322	\$ 552.30
2000	300323	752.20
4000	300324	320.86
6000	300325	552.30



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

8/3/2020

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

RE: Annual purchase of chlorine gas & sulfur dioxide gas

Chlorine provides disinfection while sulfur dioxide provides de-chlorination to our treated water to the river. I solicited two prices from the available manufactures in our area. This is a budgeted amount and is based on annual average usage with the reoccurring credit. Line item 590-970-740 for \$10,000.

Alexander Chemical: Kingsbury IN.

$\$.764/\text{lb. Cl}_2 * 14 \text{ lbs. /day} * 365 \text{ days} = \$3,904.04 \text{ avg. annual cost.}$

$\$.9133/\text{lb. SO}_2 * 10 \text{ lbs. /day} * 365 \text{ days} = \$3,333.54 \text{ avg. annual cost.}$

Cylinder deposit \$100/cylinder which is a reoccurring cost with a credit.

$\$7,237.58 \text{ avg./yr.}$

Jones Chemical: Riverview MI.

$\$2.0/\text{lb. Cl}_2 * 14 \text{ lbs. /day} * 365 \text{ days} = \$10,220 \text{ avg. annual cost.}$

$\$3.0/\text{lb. SO}_2 * 10 \text{ lbs. /day} * 365 \text{ days} = \$10,950 \text{ avg. annual cost.}$
plus, fuel surcharge

$\$21,170 \text{ avg./yr.}$

I am recommending we use Alexander Chemical as our chlorine and sulfur dioxide provider.

Order Acknowledgement

7593 S First Road
Kingsbury , IN 46345-
USA



DATE
7/24/2020
ORDER NO.
14188

B Plainwell Public Works
I 126 Fairlane St
L Water Department
L Plainwell , MI 49080-1852
T USA
O

S Plainwell WasteWater Treatment
H 129 Fairlane St
I Plainwell , MI 49080-1272
P USA
Attn: BRYAN POND
T
O

CUST NO.		SALES AGENT		CUSTOMER SERVICE REP		SHIP TO ID		PO NUMBER		ORDER TYPE	
100539		John Dunlap		Nickolle Tanksley		11		5489		Warehouse	
SHIP DATE		ALT SHIP DATE		DEL TYPE		SHIP VIA		FREIGHT TERMS		F.O.B. REMARK	
7/28/2020		7/28/2020		Regular		Circle-Multi		Prepaid		Destination	
QUANTITY ORDERED	PACKAGING	DESCRIPTION				NET WT	GROSS WT	PRICE/UNIT	EXTENDED PRICE		
4	150.00 lb Cylinder	Chlorine CL 150 Lb Cylinder 51300-10538000 Whs: KIP Lot: TBD-LOT Packages Per Pallet: 16				600	960	114.7500/E	459.00		
3	150.00 lb Cylinder	Sulfur Dioxide SD 150 Lb Cylinder 52300-10562000 Whs: KIP Lot: TBD-LOT Packages Per Pallet: 16				450	720	137.0000/E	411.00		
TOTAL:								870.00			

General Remarks: CONTACT: BRYAN
PHONE: 269-207-7321/269-217-4831
REC HRS: 7AM - 2PM
NEED LIFTGATE



Quote

Date: 7/24/2020

TO Bryan Pond
CO Plainwell
email:
bpond@plainwell.org

Job	Delivery Date	Payment Terms
CO Plainwell Water	1-2 days	Net 30

Qty	Description	Unit Price
40	150# Chlorine *min 4 per delivery	\$300.00 cylinder
30	150# SO2 *min 4 per delivery	\$450.00 cylinder
		No deposit
	CL2 & SO2 must ship together	Plus fuel surcharge

Quotation prepared by: *Pam Nowaske*- Office Manager/Sales Coordinator

This is a quotation on the goods named, subject to the conditions listed above.

To accept this quotation, sign here and return: _____

Thank you for your business!

JCI Jones Chemicals, Inc. 18000 Payne Street, Riverview, MI 48193

Phone 734.283.0677 Fax 734.283.0979

Investment Activity Report



“The Island City”

City of Plainwell

Investment Portfolio Detail - Unaudited

at: 07/31/2020

Brian Kelley, City Treasurer

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

Insert Signature:

Brian Kelley

Digitally signed by Brian Kelley
Date: 2020.08.07 11:06:37 -04'00'

	Investment Type	CUSIP	Principal Purchase	Institution or Bank	Contact Name and Number	Purchase Date	Maturity Date	Yield	Remaining Days to Maturity
1	Pooled Investment*	N/A	\$99,507	Michigan Class	Rich Garay - 734.604.1494	03/28/2016		0.27%	
2	18-Month CD	N/A	\$159,005	Northstar Bank	Julie Smith - 810.329.7104	02/13/2019	08/12/2020	2.45%	12
3	365-Day CD	N/A	\$106,338	Grand River Bank	Christy Vierzen - 616.259.1322	06/10/2020	06/11/2021	0.60%	315
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15	* Trust Funds in Pool				Non-City Funds included in MIClass				

Total Investments: \$364,850.42

Average Yield: 1.11%

Cash Activity for the Month

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

Cash, end of month: \$1,681,312.04

Erik J. Wilson, City Manager

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

Insert Signature:

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

CITY OF PLAINWELL

ESTIMATED CASH BALANCE/FUND BALANCE REPORT

MONTH ENDED: **7/31/2020**

% OF FISCAL YEAR: **8.49%**

FUND	AUDITED FIGURES AS OF MOST RECENT AUDIT *		CURRENT YEAR PERFORMANCE - UNAUDITED ***		ESTIMATED FUND BALANCE (AUDIT FB + ACT REV - ACT EXP)	TOTAL RECONCILED CASH AND INVESTED FUNDS	CURRENT YEAR AMENDED BUDGET EXP	EXPENSE BUDGET USED
	CASH AND INVESTED FUNDS BALANCE	FUND BALANCE	ACTUAL REVENUE YTD - CASH BASIS	ACTUAL EXPENSE YTD - CASH BASIS				
General	358,228	406,559	246,011	170,472	482,098	377,145	2,055,442	8.29%
Major Streets	134,537	160,432	34	9,545	150,921	15,518	219,022	4.36%
Local Streets	86,069	63,279	115	6,484	56,910	63,712	171,323	3.78%
Solid Waste	26,368	897	36,585	11,396	26,087	44,022	187,790	6.07%
Fire Reserve	66,545	66,545	16,065	22,377	60,233	89,076	77,351	28.93%
Airport	23,694	26,902	6,711	3,042	30,571	26,803	42,427	7.17%
Revolving Loan	37,114	62,517	8,702	-	71,219	46,230	10,000	0.00%
Capital Improvement	58,423	59,044	16,010	6,667	68,387	45,357	80,097	8.32%
Brownfield BRA	31,460	30,633	21,622	5,325	46,930	(52,222)	5,713,907	0.09%
Tax Increment TIFA	70,235	69,678	124	4,926	64,877	84,489	61,156	8.05%
Downtown DDA	24,623	22,625	49,732	2,829	69,528	92,344	49,570	5.71%
Sewer	816,042	724,580	130,061	72,959	781,683	888,639	1,106,165	6.60%
Water	144,104	90,348	50,070	31,623	108,795	14,536	407,639	7.76%
Equipment	148,654	143,866	21,076	8,380	156,562	238,982	172,506	4.86%
OPEB**	63,821	64,502	2,434	1,072	65,864	71,531	32,329	3.32%
	<u>2,089,917</u>	<u>1,992,407</u>	<u>605,352</u>	<u>357,095</u>	<u>2,240,664</u>	<u>2,046,162</u>	<u>10,386,724</u>	<u>3.44%</u>

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

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

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

Erik J. Wilson, City Manager	Brian Kelley, City Treasurer
I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate.	I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate.
Insert Signature:	Insert Signature: Brian Kelley Digitally signed by Brian Kelley Date: 2020.08.07 11:01:57 -04'00'

**CITY OF PLAINWELL
MINUTES
Planning Commission, August 5, 2020
Meeting was held via Zoom**

1. Call to Order at 7:00 p. m. by Colingsworth
2. Pledge of Allegiance
3. Roll Call: Present: Jay Lawson, Rachel Colingsworth, Jim Higgs, Stephen Bennett, Lori Steele, Diana Lubic, Gary Sausaman
4. Approval of Minutes – 09/04/19
Higgs motioned to approve minutes, as received seconded by Bennett. Minutes approved on an all in favor voice vote.
5. Chairperson’s Report: _ - None
6. New Business:
 - A. **Election of Officers: Higgs motioned to re-elect current slate of officers. Supported by stele and seconded by Bennett. All in favor vote. Motion passed.**
 - B. Amendments to Zoning Ordinance Sec. 53-73 and 53-115, mining and excavation standards was presented by the City Planner Nathaniel Mahemd from William and Works.
Timeline/Discussion: Williams and Works performed an audit ordinance 53-73 and 53-115 regarding mining operations and it is currently not permitted in any districts w/in Plainwell.
Discussion: the draft ordinance was discussed; suggestion was to add language re: excavation of contaminants, soil removal.
Review: Williams and Works will make changes to the draft and bring back to Planning for final review prior to setting a Public Hearing.
Public Hearing: Will be set after 2nd draft has been reviewed.
7. Old Business
 - A. A Recreational Marihuana Public Hearing was set for October 7.
8. Reports and Communications:
A Council Minutes reviewed by Commission 11/11/19; 11/25; 12/09;12/23/2019; 01/13/2020; 01/27; 2/10/02/24;03/09;04/13;05/11;05/26; 06/02; 06/18 special meeting; 06/22; 07/06; 07/13/2020 Council minutes
9. _Public Comments – None
10. Staff Comments: Siegel, Community Development Manager, reported that
126 E. Bridge was leased to Beyond Staging
151 N. Main is leased by Envy (opening soon)
127 S. Main Vegan Restaurant moving forward with construction
119 W. Bridge St. bought by Lisa & Mark Meszaros (distillery, bakery, restaurant)

712 E. Bridge St. Craft Brewery is making progress

11. Commissioner Comments:
None

12. Adjournment:
Colingsworth adjourned her last meeting at 7:50 p.m.

Minutes submitted by Denise Siegel, Community Development Manager

DRAFT

08/06/2020

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL
EXP CHECK RUN DATES 08/10/2020 - 08/10/2020
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: UBAP

Vendor Code	Vendor Name	Description	Amount
001645	ALEXANDER CHEMICAL CORPORATION		
	27512	WR - CHLORINE (4), SULFUR DIOXIDE (3)	870.00
	27563	DEPOSIT CREDIT - CONTAINER RETURN	(200.00)
TOTAL FOR: ALEXANDER CHEMICAL CORPORATION			670.00
002313	ALLEGAN COUNTY INFORMATION SERVICES		
	2020-020	2020 ANNUAL NWS LERMS LICENSES	1,515.00
TOTAL FOR: ALLEGAN COUNTY INFORMATION SERVICES			1,515.00
000138	AMERICAN OFFICE SOLUTIONS		
	IN239803	DPS COPIER BASE & USAGE 06/22/2020 - 07/21/2020	90.04
TOTAL FOR: AMERICAN OFFICE SOLUTIONS			90.04
001974	BOMMERSCHEIM WINDOW & DOOR LLC		
	2149	DPS - REPAIR MAIN ENTRY AUTO OPERATOR BUTTONS	337.64
TOTAL FOR: BOMMERSCHEIM WINDOW & DOOR LLC			337.64
001043	BS&A SOFTWARE		
	130798	HR SYSTEM ANNUAL SERVICE/SUPPORT 8/01/2020 - 08/1	366.00
TOTAL FOR: BS&A SOFTWARE			366.00
002219	CLARK TECHNICAL SERVICES		
	582	JULY 2020 CITY WIDE IT SERVICES	1,045.00
TOTAL FOR: CLARK TECHNICAL SERVICES			1,045.00
002391	CYBERMIND INC		
	NET-51127	AUGUST 2020 WEBSITE FEES	49.95
TOTAL FOR: CYBERMIND INC			49.95
004858	FERGUSON WATERWORKS		
	0106708	CLAMP FOR WATER MAIN BREAK REPAIR	137.41
TOTAL FOR: FERGUSON WATERWORKS			137.41
000153	FLEIS & VANDENBRINK INC		
	55489	SERVICES THROUGH 03/27/2020 - IMS MEETING, SURCH	596.45
	55673	SERVICES THROUGH 05/01/2020 - EDITS TO IPP MANUAL	342.00
TOTAL FOR: FLEIS & VANDENBRINK INC			938.45
001215	FLIER'S		
	126286	WR - LAB WATER, YEARLY FILTER & UV BULB	295.59
TOTAL FOR: FLIER'S			295.59
002650	FUEL MANAGEMENT SYSTEM/PACIFIC PRID		
	93295	POLICE FUEL 7/16/2020 - 7/31/2020	352.93

TOTAL FOR: FUEL MANAGEMENT SYSTEM/PACIFIC PRID			352.93
004241	GHD SERVICES INC		
	1069715	UTILITIES/Common Area Maint for June 2020	2,667.90
TOTAL FOR: GHD SERVICES INC			2,667.90
000348	KALAMAZOO LANDSCAPE		
	IN0185144	Lawn Soil - Upper Cook Park	164.00
	IN0185154	Soil - Upper Cook Park	210.75
TOTAL FOR: KALAMAZOO LANDSCAPE			374.75
002618	KIM BROWN		
	2020.07	Mileage Reimbursement - Training/Drug Testing	56.46
TOTAL FOR: KIM BROWN			56.46
000682	MAIN-TECH SERVICES INC		
	100707	12th St Lift Station - Emergency Call Out Pump #1	1,571.50
	100728	Wakefield Lift Station - 7/14/20 Service	436.70
TOTAL FOR: MAIN-TECH SERVICES INC			2,008.20
002286	MICHIGAN ELECTION RESOURCES LLC		
	13005	VAT Ballot Storage Envelope (4)	21.10
TOTAL FOR: MICHIGAN ELECTION RESOURCES LLC			21.10
002670	MICHIGAN MUNICIPAL LEAGUE LIA & PRO		
	11598205	General Liability Insurance - Fiscal 2020/2021	76,427.00
TOTAL FOR: MICHIGAN MUNICIPAL LEAGUE LIA & PRO			76,427.00
000609	MIDWAY CHEVROLET		
	79416	Car # 2 Oil Change	57.95
TOTAL FOR: MIDWAY CHEVROLET			57.95
004195	NIEBOER HEATING & COOLING		
	0000018934	DPS - Diagnostic Fee	85.00
TOTAL FOR: NIEBOER HEATING & COOLING			85.00
002368	ORTON, TOOMAN, HALE, MCKOWN & KIEL		
	2020.07	Legal Services 3/01/2020 - 07/31/2020	875.00
TOTAL FOR: ORTON, TOOMAN, HALE, MCKOWN & KIEL			875.00
004888	PAGE FREEZER SOFTWARE INC		
	INV-8167	PageFreezer for Social Media 2020/2021 - 12 Mont	1,188.00
TOTAL FOR: PAGE FREEZER SOFTWARE INC			1,188.00
004855	PLAINWELL ACE HARDWARE		
	5720	DPW Shop - Flap Disc 4-1/2' 40 Grit	19.18
	5739	Park Bathrooms - Cleaning Supplies	8.97
	5742	Batteries for Shop	17.18
	5744	Airport - Clamps, Wire, Conduit, Conn Liq Tight	59.45
	5751	Airport - Misc Fasteners, Parts	17.43
	5752	Airport - Misc Parts	6.97
	5753	WR - Lawn Food, Markers (3), Chlor Tabs (3)	97.73

5764	CHRISTMAS - PUTTY KNIFE	5.99
5768	CHRISTMAS	12.99
5769	IRRIGATION PARTS	47.77
5771	WR - VACUUM	149.99
5772	IRRIGATION - DRILL BIT	4.59
5777	IRRIGATION - CLAMPS, ADAPTERS, ETC	24.59
5792	FLOWER BED	27.48
5799	SIDE WALKS	8.99
5801	IRRIGATION - COOK PARK	3.98
5817	AIRPORT - FLAG POLE	24.17
5818	TAPE	14.99
5819	PICNIC TABLES	15.99
5822	LEVEL 48"	19.99
5825	PICNIC TABLE REPAIRS	24.94
5827	WR - MISC FASTNERS FOR FERRIC FILL LINE	37.48
5829	AERATOR INSERT	2.79
5837	BATTERIES FOR SCALES AT WELLHOUSE	19.18
TOTAL FOR: PLAINWELL ACE HARDWARE		672.81

000004	PLAINWELL AUTO SUPPLY INC	
2020.07	JULY 2020 PARTS & SUPPLIES	359.58
TOTAL FOR: PLAINWELL AUTO SUPPLY INC		359.58

001448	PROFESSIONAL CODE INSPECTIONS	
6410	JULY 2020 PERMITS	1,410.00
TOTAL FOR: PROFESSIONAL CODE INSPECTIONS		1,410.00

002164	R W MERCER CO.	
165916	AIRPORT - FUEL MONITOR REPAIR, NOZZLE REPLACEMENT	219.60
TOTAL FOR: R W MERCER CO.		219.60

004823	RACQUET SPORTS	
12201	PICKLEBALL COURTS - REPAIR CRACKS, COLOR COAT & ST	11,800.00
TOTAL FOR: RACQUET SPORTS		11,800.00

002371	RENEWED EARTH INC	
28511	JULY 2020 YARD WASTE PICKUP	1,250.00
TOTAL FOR: RENEWED EARTH INC		1,250.00

001748	REPUBLIC WASTE SERVICES	
0249-006814019	DPW/CITY GARBAGE/RECYCLE AUGUST 2020	340.38
0249-006814434	WR GARBAGE SERVICE AUGUST 2020	350.75
TOTAL FOR: REPUBLIC WASTE SERVICES		691.13

002070	SIGNWRITER - SUNSET ENTERPRISES	
41579	LOGO DECAL/INSTALLATION FOR R FACTOR	83.00
TOTAL FOR: SIGNWRITER - SUNSET ENTERPRISES		83.00

005029	SPECTRUM PRINTERS	
63907	AV SECRECY ENVELOPES, PRECINCTKT/BID, AV COUNT BI	290.68
TOTAL FOR: SPECTRUM PRINTERS		290.68

002402	STEENSMA LAWN & POWER EQUIPMENT		
	737537	#73 BLADES FOR LAWN MOWER	75.24
TOTAL FOR: STEENSMA LAWN & POWER EQUIPMENT			<u>75.24</u>

003087	TOTAL PROPERTY MANAGEMENT		
	13426	CODE ENFORCEMENT MOWING 320 STARR RD	90.00
TOTAL FOR: TOTAL PROPERTY MANAGEMENT			<u>90.00</u>

000034	VERIZON		
	9859355841	CELL PHONES 06/24/2020 - 07/23/2020	691.01
	9859355842	EOC/DPS PHONES 06/24/2020 - 07/23/2020	125.95
TOTAL FOR: VERIZON			<u>816.96</u>

002418	WHITNEY ENTERPRISES INC		
	2020.08	GRIND STUMPS CITYWIDE	450.00
TOTAL FOR: WHITNEY ENTERPRISES INC			<u>450.00</u>

000947	WYOMING ASPHALT PAVING INC.		
	2020-196	MATERIALS PURCHASED 7/17/2020	57.20
	2020-224	MATERIALS - WATER MAIN BREAK W. BRIDGE, 1ST AVE,	437.10
TOTAL FOR: WYOMING ASPHALT PAVING INC.			<u>494.30</u>

TOTAL - ALL VENDORS 108,262.67



INVOICE AUTHORIZATION

Person Compiling Report

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

Insert Signature:

**Amanda
Kersten**

Digitally signed by Amanda Kersten
DN: cn=Amanda Kersten, o=City of
Plainwell, ou=City Hall,
email=akersten@plainwell.org, c=US
Date: 2020.08.06 12:14:33 -04'00'

Brian Kelley, City Clerk/Treasurer

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

Insert Signature:

Brian Kelley

Digitally signed by Brian
Kelley
Date: 2020.08.07
12:58:57 -04'00'

Bryan Pond, Water Renewal Plant Supt.

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

Insert Signature:

Bryan Pond

Digitally signed by Bryan
Pond
Date: 2020.08.06
12:40:48 -04'00'

Bill Bomar, Public Safety Director

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

Insert Signature:

Bill Bomar

Digitally signed by Bill
Bomar
Date: 2020.08.07
10:54:49 -04'00'

Bob Nieuwenhuis, Public Works Supt.

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

Insert Signature:

**Robert
Nieuwenhuis**

Digitally signed by Robert
Nieuwenhuis
Date: 2020.08.06
13:20:04 -04'00'

Erik J. Wilson, City Manager

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

Insert Signature:

08/06/2020

CHECK REGISTER FOR CITY OF PLAINWELL
CHECK DATE FROM 07/31/2020 - 08/17/2020

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank CBGEN Chemical Bank - General AP Account					
Check Type: EFT Transfer - Automatic Payments					
08/05/2020	CBGEN	1775(E)	UNITED HEALTHCARE INSURANCE COMPAN'	RETIREE HEALTH INSURANCE AUGUST 2020 - T	208.32
08/05/2020	CBGEN	1776(E)	UNITED HEALTHCARE INSURANCE COMPAN'	RETIREE HEALTH INSURANCE AUGUST 2020 - W	215.49
08/03/2020	CBGEN	1777(E)	WORLDPAY	TSYS FEES FARMERS MARKET	10.00
Total EFT Transfer:					433.81
Bank UBAP United Bank - General Checking					
Check Type: ACH Transaction - Property Tax & Automatic Payments					
07/31/2020	UBAP	151(A)	ALLEGAN COUNTY TREASURER	2020 SUMMER TAX COLLECTIONS W/E 07/25/20	30,865.52
07/31/2020	UBAP	152(A)	RANSOM DISTRICT LIBRARY	2020 SUMMER TAX COLLECTIONS W/E 07/25/20	4,510.76
08/01/2020	UBAP	153(A)	KEVIN CHRISTENSEN	AUGUST 2020 MEDICARE PREMIUM REIMBURSE	144.60
08/07/2020	UBAP	155(A)	ALLEGAN COUNTY TREASURER	2020 SUMMER TAX COLLECTIONS W/E 08/01/20	60,722.01
08/07/2020	UBAP	156(A)	RANSOM DISTRICT LIBRARY	2020 SUMMER TAX COLLECTIONS W/E 08/01/20	8,974.16
Total ACH Transaction:					105,217.05
Check Type: EFT Transfer - Automatic Payments					
08/04/2020	UBAP	154(E)	STATE OF MICHIGAN	JULY 2020 AIRPORT FUEL SALES TAX	164.59
08/17/2020	UBAP	157(E)	CITY OF PLAINWELL	AUGUST 2020 CITY UTILITY BILLS	1,779.99
08/07/2020	UBAP	158(E)	CENTURYLINK	JULY 2020 LONG DISTANCE SERVICE	1.34
08/06/2020	UBAP	159(E)	UNITED BANK	UNITED BANK ACH/WIRE FEES	45.00
Total EFT Transfer:					1,990.92
Check Type: Paper Check - Manual Checks					
08/01/2020	UBAP	16259	C.O.P.S. HEALTH TRUST	AUGUST 2020 DENTAL & VISION	1,455.21
08/01/2020	UBAP	16260	MADISON NATIONAL LIFE INSURANCE CO	AUGUST 2020 LIFE INSURANCE COVERAGE	97.64
08/01/2020	UBAP	16261	PRIORITY HEALTH	AUGUST 2020 HEALTH INSURANCE PREMIUM	24,456.89

08/01/2020	UBAP	16262	RICHMOND, MICHAEL J	ASSESSING SERVICES AUGUST 2020	1,500.00
08/03/2020	UBAP	16264	CONSUMERS ENERGY	ELECTRICITY THROUGH 7/26/2020	13,178.77
08/03/2020	UBAP	16265	VERIZON	DPW/WR DESK PHONES 06/18/20 - 07/17/20	224.39
07/31/2020	UBAP	16266	POSTMASTER	TO MAIL AUGUST 2020 UTILITY BILLS	574.50
08/06/2020	UBAP	16303	CORELOGIC CENTRALIZED REFUNDS	2020 Sum Tax Refund 55-265-031-00	2,458.34
08/06/2020	UBAP	16304	CORELOGIC CENTRALIZED REFUNDS	2020 Sum Tax Refund 55-250-064-00	1,666.09
08/06/2020	UBAP	16305	CORELOGIC CENTRALIZED REFUNDS	2020 Sum Tax Refund 55-220-018-00	1,550.60
08/06/2020	UBAP	16306	LERETA LLC	2020 Sum Tax Refund 55-120-016-00	1,909.86

Total Paper Check: 49,072.29

REPORT TOTALS:

Total of 23 Checks:	156,714.07
Less 0 Void Checks:	0.00
Total of 23 Disbursements:	<u><u>156,714.07</u></u>

Off Cycle Payment Authorization

Brian Kelley, City Clerk/Treasurer

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

Insert Signature:

Brian Kelley Digitally signed by Brian Kelley
Date: 2020.08.06 18:03:00 -04'00'

Erik J. Wilson, City Manager

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

Insert Signature:

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-20234**

- Consumers Energy Company requests Michigan Public Service Commission's approval for reconciliation of its gas cost recovery plan (Case No. U-20233) for the 12-month period April 2019-March 2020.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A pre-hearing will be held:

DATE/TIME: Tuesday, August 18, 2020 at 10:00 AM

BEFORE: Administrative Law Judge Kandra Robbins

LOCATION: Video/Teleconferencing

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at mpscdockets@michigan.gov in advance of the hearing. Instructions regarding participation will be filed in the docket.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) June 30, 2020 application requesting the Commission to: 1) approve their gas cost recovery (GCR) reconciliation for the 12-month period ending March 31, 2020 2) approve a \$641,408 under-recovery, including interest, to be rolled into the 2020-2021 GCR reconciliation beginning balance; and 3) grant Consumers Energy such other and further relief.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by August 11, 2020. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

The prehearing is currently scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing. However, the Commission will continue to evaluate whether the prehearing can be safely converted to an in-person hearing. Thus, all interested persons should monitor this docket prior to the prehearing for any potential changes to the format of the prehearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. U-20234. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

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

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

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in various Commission proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6h et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

THE MICHIGAN PUBLIC SERVICE COMMISSION MAY GRANT OR DENY CONSUMERS ENERGY'S GAS COST RECOVERY RECONCILIATION AND OTHER PROPOSALS IN WHOLE OR IN PART, AND MAY APPROVE LESSER OR GREATER AMOUNTS THAN THOSE REQUESTED.

U-20234
2010-G

Reports & Communications:

A. Brownfield Loan Agreement:

To assist with funding the city's share of the Mill Demolition Project, the city recommends partnering with Michigan Department of Environment, Great Lakes and Energy (EGLE). The proposed agreement sets forth requirements for funding up to \$600,000 as a low-interest loan with favorable repayment terms starting five (5) years in the future. Council previously resolved to accept the loan on May 26, 2020.

Recommended action: Council will consider approving an agreement with the Michigan Department of Environment, Great Lakes and Energy to provide funding up to \$600,000 for Mill Demolition work.

B. Lease Renewal – Thomas Street Water Tower:

The city leases to AT&T space on the Thomas Street Water Tower for antenna space for its system. The lease was renewed in 2018 and the updated lease documents are in the Council packet. City Manager Wilson have been negotiating with AT&T representatives for modifications to the terms of the lease. Essentially this modification would reduce our rental rate from \$1,322.28 per month to \$1,000.00 and remain at that level until August 1, 2023 when the rent would increase by ten percent (10%).

Recommended action: Consider updating the terms of a lease agreement with AT&T for the Thomas Street Water Tower and authorizing the City Manager to execute all documents related to the approved action.

C. Public Safety – Fire Engine Repair for E-17

The 1997 Ferrara/HME fire engine/pumper needs repairs to the transmission control module, which controls the emergency lighting. This vehicle is the second engine out on most calls. The work has been quoted by B&B Fire Division, which has provided services for many years and remains certified to work on emergency vehicles.

Recommended action: Council should consider approving repairs to the transmission control module for fire engine/pumper E-17 with B&B Fire Division at a cost of \$3,793.69.

D. Brownfield – Structural Engineering Services

During the construction/demolition phase of the Mill Project, certain structural engineering services are needed. Robert Darvas Associates has been providing the services for some time and offered a quote in an amount not to exceed \$14,000 to include four (4) site visits and ongoing consulting.

Recommended action: Council should consider approving a structural engineering service contract with Robert Darvas Associates for site visits and consulting during demolition in an amount not to exceed \$14,000.00

E. Administration – Purchase Timesheets Software

The city's overall operations would be enhanced with the addition of the Timesheets module from BS&A. Currently the city uses BS&A payroll and human resources modules. The Work Order module is being implemented at the Department of Public Works. Operational efficiencies would be greatly enhanced by integrating payroll, human resources and work orders through the Timesheets modules.

Recommended action: Council should consider approving the purchase of the Timesheets software module from BS&A at a cost of \$5,145.00.

F. WR – Repair of Plant Aerzen Blowers #1 and #2

Superintendent Pond reports necessary reports to blowers #1 and #2 at the treatment plant, critical for the biological process to reduce pollutants. The blowers are in near-constant operation and were installed in 2013.

Recommended action: Council should consider approving the repairs for the #1 and #2 blowers with Aerzen USA at a cost of \$11,520.00.

G. WR – Annual Purchase of Chlorine Gas and Sulfur Dioxide Gas

Superintendent Pond reports recurring purchases of chlorine and sulfur dioxide gasses for regular operational needs at the Wastewater Treatment Plant. The purchases are recurring, with irregular timing, from a sole-source provider.

Recommended action: Consider approving the annual chlorine and sulfur dioxide gas purchases with Alexander Chemical at an estimated cost of \$7,237.58.

Non-Agenda Items / Materials Transmitted

- Notice of Public Hearing – Consumers Energy – August 18, 2020 10am