

City of Plainwell

Nick Larabel
Paul Rizzo
EJ Hart
David O'Bryant
Adam Hopkins
Jim Turley
Angela Ridgway
Erik Wilson
Randy Wisnaski



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

“The Island City”

AGENDA
DDA/TIFA/BRA
City Hall Council Chambers
February 08, 2022, 7:30 AM

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Minutes/Summary** –1/11/22 Meeting Minutes
5. **Chairman’s Report**
6. **BRA Action Items**
 - A. Change Orders 04 for Building for GHD for additional project oversight in the amount of \$38,255.00.
 - B. Accounts Payable for January of \$842.47
7. **DDA Action Items**
 - A. Revolving Loan Application – Around the Board Game Cafe
 - B. Accounts Payable for January of \$615.90
8. **TIFA Action Items**
 - A. Property Update – Now legally City Property; rezone from Agricultural to Industrial
 - B. Accounts Payable for January of \$832.57
9. **Communications:** 12/27/21, 01/10/22 Council Minutes. Also, the Financial Report/ Summary as of 01/31/2022
10. **Public Comments**
11. **Staff Comments:**

Businesses: 127 S. Main starting to remodel,
Grants: Match on Main Street; EDA; Rental Rehab
Trainings/Networking: MDA Best Practices
Masterplan/Community Recreation Plan updates: Setting up public input meeting;
12. **Member Comments**
13. **Adjournment**

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

The Island City



The City of Plainwell is an equal opportunity provider and employer

Minutes
Plainwell DDA, BRA and TIFA:
January 11, 2022

1. Call to Order - Meeting called to order at 7:30 a.m. by Larabel
2. Pledge of Allegiance
3. Roll Call
Members Present: Jim Turley, EJ Hart, Randy Wisnaski, David O'Bryant, Angela Ridgway, Paul Rizzo, Erik Wilson, Nick Larabel
Excused: Adam Hopkins,
4. Approval of Minutes of 12/14/21: Minutes were approved to place on file.
5. Chairman's Report: None
6. BRA Action Items
 - A. Mill Change Orders – **A motion by Turley to approve change order 2 & 3 and approve payout 6 & 7, not to exceed the amount of \$403,720.65, seconded by Wisnaski. All in favor vote. Motion Carried.**
 - B. **Motion to accept accounts payable for December of \$4,126.32 was made by Hart and seconded by Rizzo. All in favor vote. Motion carried.**
7. DDA Action Items
 - A. Review of the Revolving Loan Fund. All loans are in good standing.
 - B. **Motion to accept accounts payable for December of \$1,850.73 was made by Larabel and seconded by O'Bryant. All in favor vote. Motion carried.**
8. TIFA Action Items
 - A. EDA grant submitted for review. Discussion regarding the grant application process.
 - B. **Motion to accept accounts payable for December of \$691.55 was made by Larabel and seconded by Hart. All in favor vote. Motion carried.**
9. Communications: 10/25, 11/08, 11/22, 12/13 Council Minutes. Also, the Financial Report/ Summary as of 12/31/2021 were approved and placed on file.
10. Public Comments: None
11. Staff Comments: Community Development Manager, Siegel reported:
New Staff: Introduced Maggie Fenger, new Deputy City Clerk
Businesses: Around the Board Game Café opening soon.
Grants: Rental Rehab / CDBG funding for 112 N. Main St. 4 apartments on 2nd Floor
Ornament Sale: reported on final sales and profit
Trainings: Siegel reported out on MDA Best Practice Training/Network session
City Manager: Spoke on the Clark Gas Station and Barbed Wire/Jenson lot (well & survey); spoke on the lease w/option to purchase agreement with Stanford Lodge for the William Crispe House.
Member Comments:
Wisnaski – Updated Board on the City Council meeting. Spoke about the dumpster behind 10th Street/Donnie's Garage and that clean should happen.

12. Adjournment: A Motion to adjourn the meeting 8:47 a.m. was made by Rizzo and seconded by O'Bryant.

Submitted by Denise Siegel, Community Development Manager

DRAFT

Our ref: 11216161-PRO-5

January 06, 2022

Erik Wilson
City Manager
City of Plainwell
211 North Main Street
Plainwell, Michigan 49080

Change Order 04 – Additional Project Oversight and Support

Dear Mr. Wilson:

GHD has prepared this Change Order (CO) to the City of Plainwell (City) for additional project management and oversight related to the Phase III Decommissioning and Demolition Project at the Former Plainwell, Inc., Mill Property in Plainwell, Michigan (Site).

1. Overview

The City of Plainwell has received a Unique/Innovative Community Development Blight Grant (CDBG) from the Michigan Economic Development Corporation (MEDC). The grant funds will be used to remove blighted buildings from the west and central portions of the Mill building complex at the Site.

Melching, Inc. (Melching) provided the lowest responsive bid for the project and was awarded the project. The schedule provided as part of the Melching bid allowed for up to 29 weeks to complete the entire project. The project began on July 20, 2020 with the 29 weeks elapsing on February 12, 2021 (allowing for a 1-week hiatus between December 28, 2020 and January 3, 2021). On February 12, 2021, the buildings were approximately 30 percent demolished with restoration efforts at less than 20 percent complete. GHD managed field oversight during slow periods of the project by having our oversight staff conduct other work so as not to burden the project with standby costs. This management and reallocation of budget deemed unnecessary for other work tasks allowed for the project to remain within the overall budget through the end of March 2021.

GHD prepared an interim CO to cover the costs of additional field oversight and project support by GHD through April 26, 2021. The City has approved that interim CO. Continued oversight and additional project management were required to support the project and ensure that Melching, and their subcontractors, complete the project per the bid specifications, as amended. A second CO was prepared to cover a limited scope of oversight from May 3rd through July 16th, 2021 (see CO 2). However, due to Site concerns related to safety, the City requested GHD oversight personnel spend additional on Site time. The City also requested that Damian Dovin (Superintendent) remain on Site instead of switching oversight to a staff Project Engineer as stated in the accepted CO 2. GHD complied and in an effort to assist the City with costs, reduced Damian's hourly labor rate to that of a Project Engineer starting on June 7, 2021, furthermore GHD oversight personnel only charged 4 hours per day to the project for a two week period of time (June 14th through June 25th), even though the oversight staff was on site and available 10 to 11 hours per day. The week of June 28th through July 2nd GHD was asked to staff the project for 8 hours per day. It should be known that staff remained on Site

for 10 -11 hours per day, however the project was charged the agreed upon 8 hours per day. Again, the Melching, Inc. schedule of completion by July 16th, 2021, was not met and GHD was asked to continue to provide daily oversight services on a limited basis for the project until backfill activities were completed. Backfill activities were substantially completed on July 20th, 2021. GHD was also required to re-prepare the waste profiles previously completed for the containerized waste staged in Building 10, as Melching provided an obsolete template.

Melching and their subcontractors continued to complete tasks associated with the project between the end of July 21st, 2021, and December 18th, 2021. During this time the following tasks were conducted:

- Transport and disposal of the TSCA PCB waste from the basement of Building 9
- As-built sketch provided showing drainage holes created in Buildings 9 floor
- Decommissioning of one of the two oil containing pieces of equipment in Building 10 first floor, addition of oil pads to collect remaining residuals from overhead equipment not removed, minor additional clean up and decommissioning activities in Building 10
- Removal of solid waste from open top “tank” near the north end of Building 10
- Roofing work on Buildings 2, 3 and 10 (some of this was not associated with the Grant) was completed
- Completion of the repairs to the NW corner of Building 2 (base bid and change order work)
- Completed the removal of the TSCA PCB painted brick from the south side of Building 2 plus transportation and disposal of the waste
- Encapsulation of TSCA PCB paint below grade on the south side of Building 2 and cover with waterproofing materials
- Completion of the installation of the waterproofing materials
- Minor backfill along the south side of Building 2
- Minor restoration work (infilling of holes) along the south side of Building 3
- Demobilization of the Melching field trailer and the majority of their equipment
- Initiation of the lead paint removal from the south side of Building 3
- Encapsulation of the lead paint on the concrete and concrete block surfaces on the south side of Building 3
- Placement of topsoil and seeding
- Replacement of window coverings that had been previously installed but were removed from Buildings 2 and 3 during asbestos abatement

As of December 18th, 2021, there continued to be outstanding tasks related to the base bid as well as change order tasks to be completed by Melching. A list of outstanding task items follows:

Building 2

- Cage ladder installation
- Exterior paint removal
- Brick work related to area where TSCA PCB skim coat was removed
- Disposal of containerized paint and mortar (staged in Building 10) – 7 drums profiled to Republic Services.
- Change Order work related to structural repairs to the south wall of Building 2 (understanding this has not been executed yet).

Building 3

- South wall enclosure (understanding this work is still being discussed).
- Final sweep of Building 3 1st floor
- Cover floor openings as previously discussed

- Couple of small infills above the man-door in the south wall
- Parapet/upper portion of the wall above the man-door at east end of the south wall
- Exterior paint removal
- Disposal of containerized waste (staged in Building 10)

Building 10

- Removal of drive shaft and proper disposal of waste
- Transport and disposal of all staged waste (misc. Buildings – 1, 2, 3, 4, 4A, 5, 6, 7 and 9)
- Numerous small infills along the south half of the west wall.
- Paint application to the exposed metal beams.
- Infills where the 2 columns were observed within the historical window infill areas, basement west wall of Building 10
- Final sweep/clean-up of the first floor (south end) of Building 10 once the staged waste is removed.
- Parapet repairs

Overall Site

- Remove perimeter fence along gravel lot (once Building 3 has been enclosed).
- Disconnect electricity from BRI trailer
- Demobilization

Per our discussion this week, you have asked that GHD complete the following through the end of the Project:

- Prepare an agenda and run bi-weekly Progress Meetings beginning in January 2022
- General project management support
- Conduct periodic Site visits, no less than once weekly when work is occurring, to observe field conditions
- Review Melching, Inc. pay applications for work completed
- Sign manifests for the containerized waste staged in Building 10

2. Cost Estimate

The CO was prepared per our discussions over the couple of weeks. This CO assumes a completion date of April 8th, 2022. GHD understands that it would be in the best interest of the City to have HopkinsBurns Design Studio and/or Robert Darvas Associates personnel provide oversight during the remaining restoration related tasks therefore this CO does not assume regular inspections of the restoration work in progress. A report documenting the project will be prepared per our original contract with the City, following the completion of the project.

Therefore, this CO has been prepared to cover the following:

- Time spent assisting the City with the project beyond the expected end date of the last approved change order/once the Change Order 3 funds were exhausted. Costs include time to redo the waste profile for the paint and mortar from Building 2
- An allowance for time to generate 3 new waste profiles for drums 56, and 62 as well as tote 97
- An allowance for the electrical costs associated with Building Restoration Inc. field trailer. October, November's invoices have already been processed and were minimal given the fact that no work was completed by BRI during that time frame.

- Weekly field visits by GHD, to document and confirm Melching's performance in regard to the project specifications from January 10th to April 8th, 2022. Site visit duration will vary, an allowance of up to 5 hours per week has been included.
- Time to assist the City with the project coordination estimated at 8 hours per week from January 4th through April 15th, 2022.

Tables attached provide supporting information for this CO. Table 1 provides the breakdown of labor and expenses included in the CO. The CO amount is \$38,255.00. Table 2 includes a breakdown of the budget, costs to date and costs included in the CO.

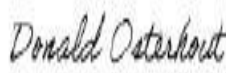
Per the original contract, GHD has included a 10% discount on all standard GHD labor rates as well as waving standard Associated Project Charges (APC) charges that are typically applied to each labor hour for the project.

Please contact the undersigned if you have any questions regarding this CO.

Regards,



Jodie Dembowske
Science Leader
+1 269 685-2733
jodie.dembowske@ghd.com



Donald Osterhout
Project Director
+1 269 685-2710
donald.osterhout@ghd.com

Copy to: Katie Kamm, GHD

Table 1
GHD Services Inc. Change Order 04 Cost Estimate
Former Plainwell Inc. Phase III Decommissioning and Demolition Project
Plainwell, Michigan

	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Budget Estimate</i>
<i>Details below are for the periods of time detailed below. Costs will vary based on actual work duration and contractor schedule ⁽¹⁾.</i>				
Restoration and Decommissioning Oversight				
Effort expended throughout December 2021	3	hours	\$175.50	\$ 526.50
Restoration and Project Close Out Oversight (Field)				
January 10th through April 8th, 2022				
Assumes up to 5 hours per week for 14 weeks				
Project Manager	10	hours	\$175.50	\$ 1,755.00
Field Oversight Staff	60	hours	\$95.00	\$ 5,700.00
			Subtotal	\$ 7,981.50
Expenses				
Allowance for Electricity for Field Trailer - November 2021 - March 2022	5	months	\$500.00	\$ 2,500.00
			Subtotal	\$ 2,500.00
			Total Field Related Tasks	\$ 10,481.50
Assistance with Project Management / Project Support				
Effort expended throughout December 2021	30	hours	\$175.50	\$ 5,265.00
			Subtotal	\$ 5,265.00
Assistance with Project Management/Project Support				
January 4 through April 15, 2022				
Project Director	2	hours	\$256.50	\$ 513.00
Project Manager ⁽²⁾	120	hours	\$175.50	\$ 21,063.75
Administration Support	4	hours	\$100.00	\$ 403.75
			Subtotal	\$ 21,980.50
Revise Waste Profiles ⁽²⁾				
Drums 56, 62 and Tote 97				
Project Manager / GHD Waste Service Group professional	3	hours	\$175.50	\$ 526.50
			Subtotal	\$ 526.50
			Total Project Support Tasks	\$ 27,773.50
			Total Change Order	\$ 38,255.00

Notes:

⁽¹⁾ Costs assume work week is Monday through Friday.

⁽²⁾ Allowance of 8 hours per week for 15 weeks

Table 2
 Cost Summary
 Former Plainwell Inc. Phase III Decommissioning and Demolition Project
 Plainwell, Michigan

Task	Original Estimated Cost	Budget Reallocations as of 12/18/2021	Costs included in Change Order 01	Costs Included in Change Order 02	Change Order 03 Costs	Costs Invoiced Through November 27, 2021 ⁽¹⁾⁽²⁾⁽³⁾	Current Budget	Amount to be billed through December 16, 2021	Estimated Amount Remaining in Budget as of December 16, 2021	Change Order 04 Costs	Estimate At Completion - Assuming an End Date March 31, 2022
Mobilization, Oversight During Asbestos Abatement and Decommissioning Activities ⁽¹⁾	\$149,875.00	\$0.00	\$0.00	\$0.00	\$0.00	\$149,482.33	\$149,875.00	\$0.00	\$392.67	\$0.00	\$149,482.33
Oversight During Demolition and Restoration Activities and Demobilization	\$127,700.00	\$0.00	\$9,143.00	\$42,250.00	\$9,753.00	\$185,022.43	\$186,688.00	\$1,654.97	\$10.60	\$10,481.50	\$197,169.50
30 Project Management and Support ⁽²⁾	\$149,245.00	\$18,690.00	\$10,660.75	\$36,060.00	\$25,099.50	\$244,461.30	\$242,266.20	\$2,018.25	-\$4,213.35	\$27,773.50	\$270,039.70
40 Geotechnical Engineering	\$5,445.00	-\$2,800.00	\$0.00	\$0.00	\$0.00	\$2,160.00	\$2,645.00	\$0.00	\$485.00	\$0.00	\$2,160.00
Waste Characterization and Assistance Profiling Waste	\$50,890.00	-\$15,390.00	\$0.00	\$0.00	\$1,053.00	\$35,352.32	\$35,500.00	\$0.00	\$147.68	\$0.00	\$35,352.32
60 Reporting	\$22,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,107.88	\$22,625.00	\$0.00	\$18,517.12	\$0.00	\$22,625.00
Total	\$505,780.00	\$500.00	\$19,803.75	\$78,310.00	\$35,905.50	\$620,586.26	\$639,599.20	\$3,673.22	\$15,339.72	\$38,255.00	\$676,828.65

⁽¹⁾Pre-Demolition Project Support Contract costs included in Phase 10/considered part of original budget
⁽²⁾Pre-Demolition Project Support Contract costs included in Phase 30/considered part of original budget
⁽³⁾Electrical costs from 2020 billed under Phase 10. Electrical costs in 2021 billed under Phase 20.

INVOICE GL DISTRIBUTION REPORT FOR CITY OF PLAINWELL
 POST DATES 01/01/2022 - 01/31/2022
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 443 BROWNFIELD REDEVELOPMENT AUTHORITY - BRA					
Dept 000 OPERATIONS					
443-000-715.010	Health Insurance Premiums	COPS HEALTH TRUST	JANUARY 2022 DENTAL & VISION	35.05	18178
443-000-715.010	Health Insurance Premiums	PRIORITY HEALTH	JANUARY 2022 HEALTH INSURANCE	734.04	18180
443-000-715.015	LIFE INSURANCE	MADISON NATIONAL LIFE INSU	JANUARY 2022 LIFE INSURANCE COVERAGE	3.75	18179
443-000-743.000	DPW UNIFORM SPREAD	CONTINENTAL LINEN SERVICE	DPW UNIFORMS & RUGS DECEMBER 2021	1.31	18265
443-000-801.030	AUDIT SERVICES 6/30/2021	SIEGFRIED CRANDALL PC	AUDITING SERVICES FOR YEAR ENDED JUNE 3	68.32	18241
Total For Dept 000 OPERATIONS				842.47	
Total For Fund 443 BROWNFIELD REDEVELOPMENT AUTHORITY -				842.47	

02/03/2022 08:27 AM

User: JULIE

DB: Plainwell

INVOICE GL DISTRIBUTION REPORT FOR CITY OF PLAINWELL
POST DATES 01/01/2022 - 01/31/2022
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 2/2

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 443 BROWNFIELD REDI	842.47
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Total For All Funds:	<u>842.47</u>
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CITY OF PLAINWELL

Small Business Revolving Loan Fund Guidelines

Part II

APPLICATION CHECK LIST

All interested parties who wish to apply for the Small Business Revolving Loan Fund will submit a completed application packet to the City of Plainwell including an application fee, that varies from \$100-\$300. The application materials to be considered will include the following:

- A Small Business Revolving Loan application can be obtained from the City of Plainwell, Downtown/Community Development Manager's Office, 211 North Main Street, Plainwell, MI 49080 (269) 685-6821.
- A detailed plan illustrating the proposed improvements.
- A construction schedule, from start to finish, must be submitted with the application. Remember that all required permits must be acquired before the start of construction!
- A detailed break out of all costs, including a signed estimate from a qualified contractor.
- Proof that all real and personal property taxes are paid and current.
- Proof of insurance on the property.
- Collateral for the amount of the requested loan funds.
- Application fee - \$100 -\$300 varies due to type of collateral

Pat. \$100

**City of Plainwell Small Business Revolving Loan Fund
Loan Application**

General Information

Name of Business: Around the Board Game Cafe, Inc.
 Address of Business: 124 E Bridge ST
 Company Representative & Title: Eric S Luthy General Manager
 Telephone: 269-330-3218 Fax: _____
 Project Address: 124 E Bridge ST
 Tax Identification Number: _____
 Duns Number: _____

Business Form

Public Corporation
 Private Corporation
 S-Corporation
 LLC
 Partnership
 Sole-Proprietorship
 Date Established 2-1-21

Is the business a subsidiary directly affiliated with any other organization?
 Yes No If Yes, indicate relationship and name of related organization.

Professional Assistance

Bank & Contact: Novo
 Address & Telephone: Middlesex Federal Savings 1 College Ave. Somerville, MA 02174
 Accountant & Contact: Christine Mullin's 269-679-5536
 Address & Telephone: 312 S Grand ST Scholescraft MI 49087
 Legal Counsel & Contact: Rocket Lawyer 877-881-0947
 Address & Telephone: _____

Ownership

If privately held, identify all holders of outstanding stock.

Name	SSN	Address	% Ownership
<u>Susan Luthy</u>			<u>67%</u>

Indebtedness

Furnish the following information on all installment debts, contracts, capital leases, notes and mortgages payable.

To Whom Payable	Original Date	Original Amount	Present Balance	Maturity Date	Rate of Interest	Monthly Payment	Current or Delinquent
<u>0</u>	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

Employment

Existing employees in City of Plainwell: Full Time _____ Part Time _____

New employees in City of Plainwell*: Full Time 2 Part Time 6

* expected in 2 years following loan

	# of new employees	Hourly wage/salary
Managerial	<u>1</u>	<u>None / ownership</u>
Professional	<u>1</u>	<u>700/week</u>
Skilled Labor	<u>6</u>	<u>10 + TIPS</u>
Unskilled Labor	_____	_____
Clerical	_____	_____

Federal resources may be used to fund your loan. The following information is requested by the Federal Government to insure that all Federal programs are accessible to all individuals or businesses. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, this lender may note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below.

I do not wish to furnish this information

Sex: Female Male Ethnicity: Hispanic or Latino
 Not Hispanic or Latino Race: African American Puerto Rican Native American
 Hispanic Eskimo or Aleut Asian Caucasian Multi Group

The City of Plainwell is an EQUAL CREDIT OPPORTUNITY LENDER and will not discriminate in providing services to individuals on the basis of race, color, religion, sex, national origin, age, marital status, family status, or physical or mental disability.

Project Costs

Real Property Acquisition	\$ <u>85,000</u>
Building Construction/Renovation	\$ <u>100,000</u>
Leasehold Improvements	\$ _____
Machinery & Equipment	\$ <u>35,000</u>
Public Infrastructure Improvements	\$ _____
Furniture & Fixtures	\$ <u>25,000</u>
Working Capital	\$ <u>35,000</u>
Other <u>Inventory</u>	\$ <u>30,000</u>
Total Project Costs	\$ _____
Less: Equity/Company Participation	\$ <u>300,000</u>
Total Financing Needed	\$ <u>10,000</u>

Certification

I certify that all information in this application and all information furnished in support of this application are true and complete to the best of my knowledge and belief. I understand that you will rely on this information in deciding whether to grant credit to me or my firm. I understand that any false statement in this application, or in information furnished in support

of this application, may disqualify me and my firm from consideration for a loan from the City of Plainwell's Revolving Loan Fund. You are authorized to check the credit and employment history of the owners of my firm to assure the credit qualification of the owners and the firm. I understand that you will retain this information whether or not this application is approved. My firm and I also understand that the City of Plainwell does not guarantee in any way that this financing will be secured.



Signature

Susan Luthy / President

Name & Title

Around the Board Game Cafe

Name of Business

1-26-21

Date

The building at 124 E bridge was acquired in February of 2021. Since that time, Around the Board Game Café, INC has been working on renovating a law office into board game café. The café will include a full kitchen, bar, library room, 2 bathrooms and 2 main sitting rooms for both eating and playing games.

The renovations require a complete electrical overhaul, new plumbing lines and drains and an entirely new HVAC system. Walls needed to be removed and new walls put up. We have put on a new roof and painted the entire exterior to the building. We have put a new ceiling in the entire first floor and will be putting a new floor down on the first level as well. The renovation required a 35,000-dollar purchase of kitchen and bar equipment and will also require an 11,000-dollar purchase of tables and chairs.

I am requesting the loan to purchase these tables and chairs.

We are on target to get open in 6 to 8 weeks.

Cost Breakdown is attached.

Property taxes are up to date.

Proof of insurance is attached.

Collateral will be the Kitchen Equipment with information attached.

Auto-Owners

Issued 10-05-2021

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY REED INSURANCE AGENCY
01-0551-00 JG MKT TERR 102 517-669-2911

INSURED SAMURAI PROPERTIES LLC

ADDRESS 124 E BRIDGE ST
PLAINWELL MI 49080-1767

TAILORED PROTECTION POLICY DECLARATIONS

Change Endorsement Effective 08-25-2021

POLICY NUMBER

Company Use

06-46-MI-2102

Company
Bill

Policy Term

12:01 a.m. 12:01 a.m.
02-02-2021 to 02-02-2022

Description of Change

--COMMERCIAL PROPERTY COVERAGE PART IS AMENDED AS FOLLOWS--
PREM 1, BLDG 1 (124 E BRIDGE ST, PLAINWELL MI 49080):
BUSINESS PERSONAL PROPERTY IS ADDED WITH A LIMIT OF INSURANCE OF
\$50,000. RATING IS BASED ON 80% COINSURANCE, PROTECTION CLASS 04 AND
\$1,000 DEDUCTIBLE.

Transaction Number: 003

Endorsement Premium:

(THIS IS NOT A BILL)

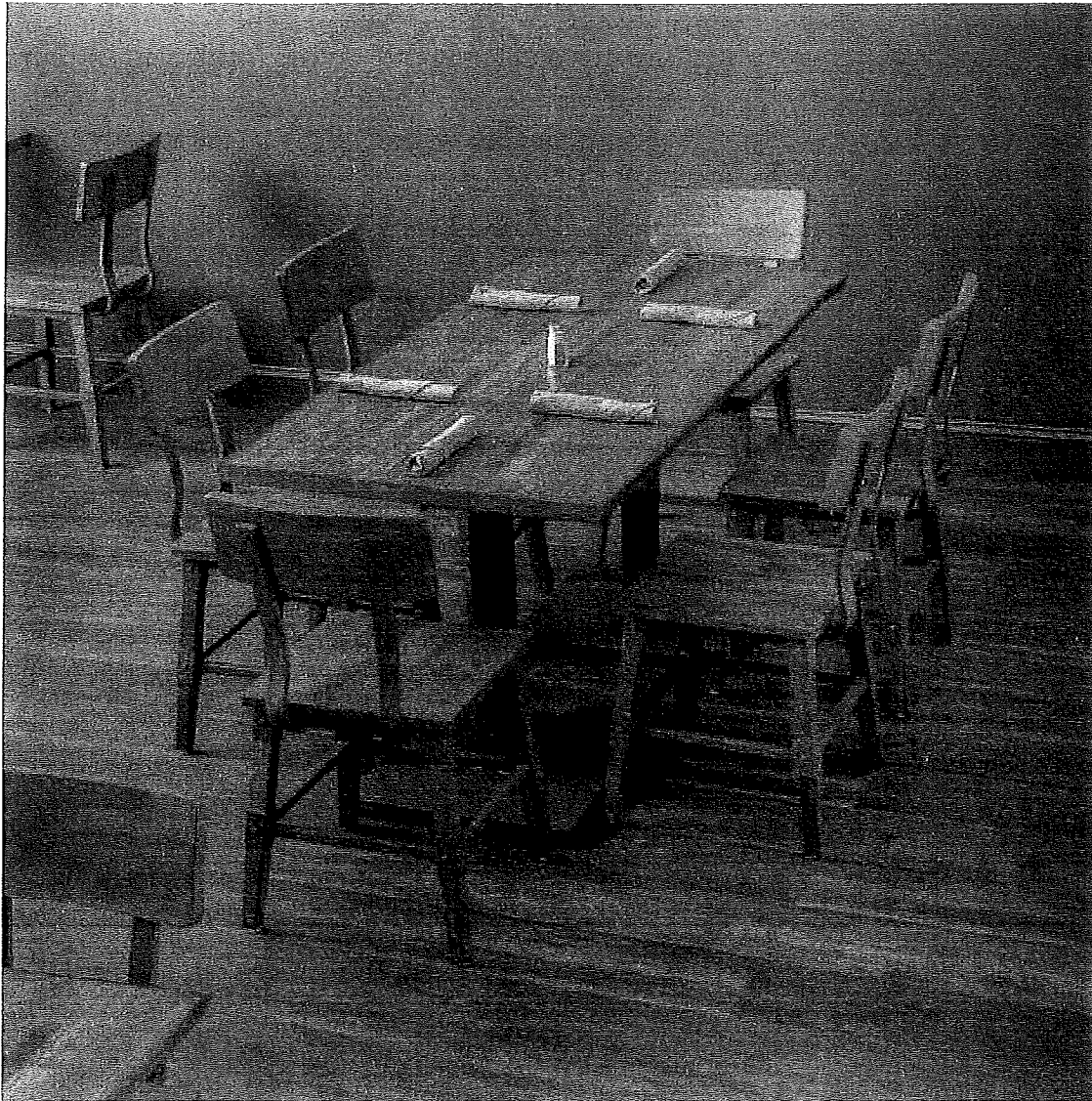
\$107.00
ADDITIONAL

🔍 Search 340,000+ products 🔍 Search

< Tables and Dining Sets

Lancaster Table & Seating 30" x 60" Antique Walnut Solid Wood Live Edge Dining Height Table with 6 Chairs

★★★★★ Item #: 3493060WAD6C



1

7

Only

248.99/Each

X2 = 497.98

Discounted shipping with
Notify me when this product is back in stock

Aroundtheboardgamecafe@gmail.com	Send
----------------------------------	------

You will only be emailed once the product becomes available. We won't add you to our email list or share your data.



Earn up to \$7.47 back (747 points)
with a Webstaurant Rewards Visa® Credit Card

Wish List ▼

Rapid Reorder

Other Available Sizes:

- 30" x 60"
- 24" x 24"
- 24" x 30"
- 30" x 30"
- 30" x 48"
- 30" x 72"
- 30" x 96"
- 36" x 36"

- Perfect for rustic-themed restaurants, bars, or cafes
- Solid beech, 1 1/4" thick wood construction
- Stylish wood design with distinctive woodgrain patterns
- Features a unique, rough edge on two opposing edges
- Designed for indoor use; metal braces prevent warping and provide longer-lasting use

UPC Code:

400012553486



Quick Shipping
Usually ships in 1 business day

Search 340,000+ products

Search

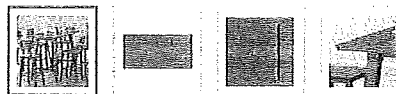
Table Tops

Lancaster Table & Seating 30" x 60" Solid Wood Live Edge Table Top with Antique Walnut Finish

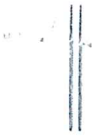
★★★★★ Item #: 3493060ANTWA



Note: Chairs and base sold separately



Only



Stainless Steel
\$22.99/Pack



4 oz Cruets and
\$25.99/Each



Dispenser with
\$29.49/Each



Subtotal

\$3,577.87

Save with fast & FREE shipping on all eligible items

Ship To: 49080

Ground

\$395.10

Second Day

\$1,249.07

Next Day

\$3,786.85

[Ships via Ground](#) | [Questions about shipping](#)

Pay with credit card

Or use a third-party payment service



Payments as low as **\$317.89** / month



Use net 30 terms



✓ Rewards

[Learn More](#)

✓ **Earn 3% Back** per \$1 spent at WebstaurantStore¹

✓ **50% Off** a Plus Membership

✓ **Earn 5,000 points¹**
a \$50 value after first purchase
LIMITED TIME OFFER | Apply By 6/30/22

Use Our Live Chat

Mon-Thur 24 Hours, Fri 12AM-8PM EST
Sat & Sun 9AM-4PM EST






Lancaster Table & Seating Rustic Industrial Bar Height Chair With Antique Walnut Finish 

Arrives by Feb 02 [Save for Later](#)

Qty: 4

TOTAL:
\$559.96




Lancaster Table & Seating Antique Walnut Industrial Wooden Dining Height Table Base 

Arrives by Feb 02 [Save for Later](#)

Qty: 6

TOTAL:
\$719.94




Lancaster Table & Seating 30" x 48" Solid Wood Live Edge Table Top with Antique Walnut Finish 

Arrives by Feb 02 [Save for Later](#)

Qty: 2

TOTAL:
\$399.98




Lancaster Table & Seating 30" x 48" Antique Walnut Solid Wood Live Edge Dining Height Table with 4 Chairs 

Arrives by Feb 02 [Save for Later](#)

Qty: 1

TOTAL:
\$759.00




Lancaster Table & Seating 24" x 30" Antique Walnut Solid Wood Live Edge Dining Height Table with 2 Chairs 

Arrives by Feb 02 [Save for Later](#)

Qty: 1

TOTAL:
\$449.99



Lancaster Table & Seating 30" Square Antique Walnut Solid Wood Live Edge Dining Height Table with 4 Chairs 

Arrives by Feb 02 [Save for Later](#)

Qty: 1

TOTAL:
\$689.00

Recommended Products

[plus](#)

[Acopa Heika 9" Silver 18/8](#)

[plus](#)

[3 Compartment Wire Caddy with 6](#)

[plus](#)

[Acopa 1 Gallon Glass Beverage](#)

[plus](#)

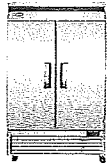

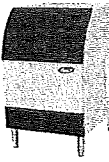
Invoice

02/01/2022

Project:
Around the Board Game Cafe
124 E. Bridge Street
Plainwell , MI 49080

From:
West Michigan Food Equipment
Richard Bild
436 100th Avenue
Zeeland , MI 49464-2061

Job Reference Number: 1172

Item	Qty	Description	Sell	Sell Total
1	1 ea	REACH-IN REFRIGERATOR  Atosa USA, Inc. Model No. MBF8507GR Atosa Refrigerator, reach-in, two-section, 54-2/5"W x 31-7/10"D x 83-1/10"H, bottom-mount self-contained refrigeration, 46.77 cu. ft., (2) locking hinged solid doors, digital temperature control, 33° to 40°F temperature range, (6) adjustable shelves, interior LED lighting, automatic evaporation, air defrost, stainless steel interior & exterior, galvanized steel back, 4" casters, R290 Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, 3.2 amps, cord with NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR® 1 ea 2 year labor & parts warranty, 5 years warranty on compressor	\$3,085.81	\$3,085.81
			ITEM TOTAL:	\$3,085.81
2	1 ea	REACH-IN FREEZER  Atosa USA, Inc. Model No. MBF8503GR Atosa Freezer, reach-in, two-section, 54-2/5"W x 31-7/10"D x 83-1/10"H, bottom-mount self-contained refrigeration, 44.77 cu. ft., (2) locking hinged solid doors, digital temperature control, -8° to 0°F temperature range, (6) adjustable shelves, interior LED lighting, automatic evaporation, electric defrost, stainless steel interior & exterior, galvanized steel back, 4" casters, R290 Hydrocarbon refrigerant, 3/4 HP, 115v/60/1-ph, 8.6 amps, cord with NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR® 1 ea 2 year labor & parts warranty, 5 years warranty on compressor	\$3,950.20	\$3,950.20
			ITEM TOTAL:	\$3,950.20
3	1 ea	ICE MAKER WITH BIN, CUBE-STYLE  Atosa USA, Inc. Model No. YR280-AP-161 Ice Maker with Bin, cube-style, air-cooled, self-contained condenser, 23.7"W x 28.5"D x 38.6"H, production capacity up to 283-lb/24 hours, 88 lb storage capacity, stainless steel exterior, 6" adjustable legs, includes: ice scoop, removable air filter, includes: 3M™ ICE120-S Water Filter System, R290 Hydrocarbon refrigerant, 115v/60/1-ph, 7.2 amps, cETLus, ETL-Sanitation, NSF, ENERGY STAR® (drain required) 1 ea 2 year labor & parts warranty, 5 years warranty on compressor (US	\$2,988.00	\$2,988.00

West Michigan Food Equipment

02/01/2022

Item	Qty	Description	Sell	Sell Total
ONLY)				
			ITEM TOTAL:	\$2,988.00
4	1 ea	DRAFT BEER COOLER Atosa USA, Inc. Model No. MKC90GR Atosa Draft Beer Cooler, 89-3/10"W x 28-1/10"D x 55-3/5"H, side-mounted self-contained refrigeration, (4) 1/2 barrel capacity (30.1 cu. ft.), (2) dual faucet towers, (3) locking solid doors, Dixell digital controller, stainless steel interior & exterior, 2" casters, R290 Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, 2.8 amps, NEMA 5-15P, includes: manifold & ball taps, cETLus, ETL-Sanitation	\$3,250.84	\$3,250.84
	1 ea	2 year labor & parts warranty, 5 years warranty on compressor		
			ITEM TOTAL:	\$3,250.84
7	1 ea	BACK BAR CABINET, REFRIGERATED Atosa USA, Inc. Model No. MBB90GR (COOLER FOR KEG BACK STOCK AND BEER STORAGE, DOUBLES AS COUNTER) Atosa Back Bar Cooler, three-section, 89-3/10"W x 28-1/0"D x 40-1/10"H, self-contained side mount refrigeration, 30.1 cu. ft., (3) locking solid doors, digital temperature control, (6) epoxy coated shelves, stainless steel interior & exterior, 2" casters, R290 Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, 2.8 amps, cETLus, ETL-Sanitation	\$2,839.08	\$2,839.08
	1 ea	2 year labor & parts warranty, 5 years warranty on compressor		
			ITEM TOTAL:	\$2,839.08
			Merchandise	\$16,113.93
			Freight	
			Delivery	
			PAYMENTS APPLIED	\$-17,080.77
			Tax 6%	\$966.84
			Total	\$0.00

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$0.00

PROMISSORY NOTE

\$10,000

Plainwell, Michigan
_____, 2022

For value received, the undersigned, Around the Board Café, Inc., a Michigan Corporation, of 124 E. Bridge Street, Plainwell, Michigan 49080 (“**Borrower**”), promises to pay to the order of the City of Plainwell, of 211 N. Main Street, Plainwell, Michigan, 49080 (“**Lender**”), or another place the holder of this Note designates by written notice to Borrower, the principal sum of Ten Thousand and 00/100 dollars (\$10,000) together with interest at the rate of one percent (1%) per annum on the principal balance outstanding.

Principal and interest shall be paid in monthly installments of One Hundred Seventy Dollars and 94/100 Dollars (\$170.94), with each payment to be first applied to interest and the balance to principal. The first such payment shall be due and payable on June 30, 2018, and successive monthly installments shall be paid on the 1st day of each month thereafter; provided, however, that the entire balance due under this Note (including without limitation principal, interest, and any fees and costs) shall be fully and automatically due and payable five (5) years after the date hereof.

This Note may be prepaid, in whole or in part, at any time and from time to time without premium or penalty. However, all prepayments will be applied first to any accrued interest and then to principal. Any such prepayment shall not reduce any subsequent installment due.

Borrower acknowledges that the \$10,000 funds being received hereunder are part of a Rural Business Enterprise Grant from the United States Department of Agriculture Rural Development, and that Borrower must comply with all rules, regulations, requirements, orders and laws relating to such grant (the “**Grant**”).

This Note is secured by a security interest provided by Borrower to Lender with respect to an Atosa USA Model MBF8507GR Refrigerator, an Atosa USA Model MGF8503GR Freezer, an Atosa USA Model YR280-AP-161 Ice Maker, an Atosa USA Model MKC90GR Draft Beer Cooler, and an Atosa USA Model MBB90GR Back Bar Cabinet worth an estimated \$10,000, as evidenced by a Security Agreement executed and delivered by Borrower to Lender.

Each of the following shall constitute an event of default under this Note (each an “**Event of Default**”):

- (a) Borrower fails to make any payment under this Note when due.
- (b) The filing of any petition, whether voluntary or involuntary (which, in the case of an involuntary petition, is not dismissed within 60 days), seeking bankruptcy protection with respect to Borrower.
- (c) The dissolution, termination of existence, cessation of carrying on the business for which Borrower was formed.
- (d) Borrower fails to comply with all terms of the Security Agreement.

(e) Borrower fails to comply with Section 504 of the Rehabilitation Act of 1973, being 29 USC § 794, which requires Borrower's property to be, among other things, accessible to persons with disabilities.

(f) Borrower fails to comply with Subpart S of 7 CFR, Part 3015 and, in particular, 3015.183 (requiring Borrower's records with regard to this Note to be retained for 3 years after final payment is made) and 3015.184 (requiring Borrower to be an equal opportunity employer).

(g) Borrower fails to comply with Rural Development Instruction 1942-G relating to the use of the funds distributed to Borrower hereunder pursuant to the Grant.

Upon the occurrence of any Event of Default, the holder of this Note, in addition to all other available rights and remedies under the Grant and Michigan law, has the right to declare the entire outstanding principal balance and all accrued but unpaid interest then due under this Note to be immediately due and payable without further demand, presentment, or notice.

No delay or omission by the holder of this Note in the exercise of any right or remedy shall operate as a waiver of such exercise. No waiver of any right or remedy on one occasion shall be deemed to be a waiver of that right or remedy on any future occasion. No waiver by the holder of any default or of any provision of this Note shall be effective unless in writing and signed by the holder. Borrower waives demand for payment, presentment, notice of dishonor, and protest of this Note and consents to the release, discharge, waiver, modification, and suspension of any rights and remedies against any person who may be liable for the indebtedness evidenced by this Note. Borrower shall reimburse the holder of this Note for all expenditures, including attorney fees and court costs, incurred by the holder in connection with collecting any amount due under this Note or the Security Agreement.

The undersigned represents that he/she is authorized to sign this Note on behalf of Borrower and that Borrower has obtained all company approval to execute this Note and the Security Agreement.

This Note shall be governed by and construed and interpreted in accordance with the laws of the state of Michigan. If any provision of this Note conflicts with any statute or rule of law in the state of Michigan or is otherwise unenforceable for any reason, that provision shall be deemed severable from this Note or enforceable to the maximum extent permitted by law, as the case may be, and it shall not invalidate any other provisions of this Note. Venue for any disputes under this Note or for proceedings to collect the indebtedness owed under this Note shall lie in Allegan County, Michigan.

BORROWER

**AROUND THE BOARD GAME CAFÉ
INC..**

By: _____
Susan Luthy
It's President

DRAFT

SECURITY AGREEMENT

This Security Agreement is made _____, 2022, by the Debtor (as defined below) in favor of the CITY OF PLAINWELL, a Michigan municipal corporation, having its business office at 211 N. Main Street, Plainwell, Michigan, 49080 (“Creditor”).

Debtor: Around the Board Game Café, Inc.

Type of Entity: Michigan Corporation

Debtor’s Address: 124 E. Bridge St., Plainwell, Michigan, 49080

Taxpayer I.D. No.: 86-1809891

1. **Grant of Security Interest.** The Debtor grants to the Creditor a continuing security interest in the Collateral listed below, to secure the payment and performance of all of Debtor’s Debt (as defined below) to the Creditor. This grant of security interest is made in connection with the loan made by the Creditor to Debtor pursuant to funds received by Creditor as part of a Rural Business Enterprise Grant from the United States Department of Agriculture Rural Development (the “Grant”).

2. **Definitions.**

2.1 **Collateral.** All assets of Debtor which will include Accounts Receivable, Inventory, Equipment, Instruments, all as selected and defined below and which are collectively defined as the “Collateral.” If no items below are selected, the Collateral covered by this Agreement will be deemed to include all items defined below.

- (a) “Accounts Receivable” will consist of accounts, chattel paper and general intangibles as those terms are defined in the Michigan Uniform Commercial Code (“UCC”). Also included is any right to a refund of taxes paid at any time to any governmental entity. Also included are letters of credit, and drafts under them, given in support of Accounts Receivable.
- (b) “Inventory” will consist of all property held at any location by or for Debtor for sale, rent, or lease, or furnished or to be furnished by the Debtor under any contract of service, or raw materials or work in process and their products, or materials used or consumed in its business, and will include containers and shelving useful for storing.
- (c) “Equipment” will consist of any goods now owned or later acquired, owned or held by Debtor at any location primarily for use in its business, including, but not limited to, machinery, fixtures, furniture, furnishings and vehicles, and any accessions, parts, attachments, accessories, tools, dies,

additions, substitutions, replacements and appurtenances to them or intended for use with them, including, but not limited to, the items listed on the attached Exhibit A.

- (d) “Instruments” will consist of Debtor’s interest of any kind in any negotiable instrument or security as those terms are defined in the UCC, or any other writing which evidences a right to payment of money and is of a type which is, in the ordinary course of business, transferred by delivery alone or by delivery with any necessary endorsement or assignment.
- (e) The Collateral also includes all of the Debtor’s property indicated above, present and future, including but not limited to any items listed on any schedule or list attached. Also included are all proceeds, including but not limited to stock rights, subscription rights, dividends, stock dividends, stock splits, or liquidating dividends, and all cash, accounts, chattel paper and general intangibles arising from the sale, rent, lease, casualty loss or other disposition of the Collateral, and any Collateral returned to, repossessed by or stopped in transit by the Debtor. Also included are the Debtor’s books and records which relates to the Collateral. Where the Collateral is in the possession of the Creditor, the Debtor agrees to deliver to the Creditor any property which represents an increase in the Collateral or profits or proceeds of the Collateral.

2.2 **Debt.** “Debt” will mean all liability and obligations under a note of Debtor (hereinafter called the “Note”), dated _____, 2022 of the Debtor payable to the order of the Creditor, in the principal amount of Ten Thousand Dollars (\$10,000), all renewals and extensions of the Note, and all costs, expenses, advances, and liabilities which may be made or incurred by Creditor in the disbursement, administration, and collection of the loan evidenced by the Note and in the protection, maintenance, and liquidation of the security interest hereby granted with interest at the maximum legal rate on such costs, expenses, advances, and liabilities (“Liabilities”). Debt will also include all interest, costs, expenses and reasonable attorney’s fees accruing to or incurred by the Creditor in collecting the Liabilities or in the protection, maintenance or liquidation of the Collateral.

3. **Representatives and Covenants.**

3.1 **Covenants and Debts.** The Debtor covenants the following to the Creditor:

- (a) It will pay its Liabilities to the Creditor secured by this agreement;
- (b) It is or will become the owner of the Collateral free from any liens, encumbrances or security interests, except for this security interest, and existing liens disclosed to and accepted by the Creditor in writing, and will defend the Collateral against all claims and demands of all persons at any time claiming any interest in it;

- (c) It will keep the Collateral free of liens, encumbrances and other security interests, maintain it in good repair, not use it illegally, and exhibit it to the Creditor on demand;
- (d) At its own expense, the Debtor will maintain comprehensive casualty insurance on the Collateral against such risks, in such amounts, with such deductibles and with such companies as may be satisfactory to the Creditor, and provide the Creditor with proof of insurance acceptable to the Creditor. Each insurance policy shall contain a Creditor's loss payable endorsement satisfactory to the Creditor and a prohibition against cancellation or amendment of the policy or removal of the Creditor as loss payee without at least 30 days prior written notice to the Creditor. In all events, the amounts of such insurance coverages shall conform to prudent business practices and shall be in such minimum amounts that the Debtor will not be deemed a co-insurer;
- (e) It will not sell or offer to sell or otherwise transfer the Collateral, will not change the location of the Collateral from either 137 E. Bridge Street, Plainwell, Michigan without the written consent of the Creditor, except in the ordinary course of business;
- (f) It will pay promptly when due all taxes and assessments upon the Collateral, or for its use or operation;
- (g) No financing statement covering all or any part of the Collateral or any proceeds is on file in any public office, unless the Creditor has approved that filing. Creditor may file one or more financing statements and will pay the cost of filing them in all public offices wherever filing is deemed by Creditor to be desirable in order to perfect its security interest in the Collateral;
- (h) It will immediately notify Creditor in writing of any name change or any change in business organization;
- (i) It will provide any information that Creditor may reasonably request, and will permit Creditor upon prior notice to inspect and copy its books and records during normal business hours.

4. **Collection of Accounts Receivable.** The Debtor acknowledges that if the Collateral includes "Accounts Receivable," then until the Creditor gives notice to Debtor to the contrary, Debtor will, in the usual course of its business and at its own cost and expense, on the Creditor's behalf but not as the Creditor's agent, demand and receive and use its best efforts to collect all moneys due or to become due on the Accounts Receivable. Upon notice from the Creditor or upon default, the Debtor agrees that all sums of money it receives on account of or in payment or settlement of the Accounts Receivable shall be held by it as trustee for the Creditor without commingling with any of its funds, and shall

immediately be delivered to the Creditor with endorsement to the Creditor's order of any check or similar instrument. It is agreed that, at any time the Creditor elects, it shall be entitled, in its own name or in the name of the Debtor or otherwise, but at the expense and cost of the Debtor, to collect, demand, receive, sue for or compromise any and all Accounts Receivable, and to give good and sufficient releases, to endorse any checks, drafts or other orders for the payment of money payable to the Debtor in payment and, in its discretion, to file any claims or take any action or proceeding which the Creditor may deem necessary or advisable. It is expressly understood and agreed, however, that the Creditor shall not be required or obligated in any manner to make any demand or to make any inquiry as to the nature or sufficiency of any payment received by it or to present or file any claim or take any other action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times. All notices required in this paragraph will be immediately effective when sent. No notices must be given prior to the Creditor taking action.

5. **Default/Remedies.** Debtor will be in default under this Agreement if Debtor fails to perform any of the liabilities imposed by the Agreement or any other obligation required by the various instruments or papers evidencing or securing this loan, or if the full balance of the loan becomes immediately payable under the terms of such instruments either automatically or by declaration of the Creditor. In the event of any default, Creditor may, in its own discretion, cure such default and, if it does so, any expenditures made for such purpose shall be added to the principal of the Note. If there is an Event of Default then the Creditor shall have the rights and remedies provided by law or this agreement, including but not limited to the right to require the Debtor to assemble the Collateral and make it available to the Creditor at a place to be designated by the Creditor which is reasonably convenient to both parties, the right to take possession of the Collateral with or without demand and with or without process of law, and the right to sell and dispose of it and distribute the proceeds according to law. In connection with the right of the Creditor to take possession of the Collateral, the Creditor may take possession of any other items of property in or on the Collateral at the time of taking possession, and hold them for the Debtor without liability on the part of the Creditor. If there is any statutory requirement for notice, that requirement will be met if the Creditor sends notice to the Debtor at least seven (7) days prior to the date of sale, disposition or other event giving rise to the required notice. The Debtor will be liable for any deficiency remaining after disposition of the Collateral.

6. **Miscellaneous.**

- 6.1 **Lessor Consent.** Where the Collateral is located at, used in or attached to a facility leased by the Debtor, the Debtor will obtain from the lessor a consent to the granting of this security interest and a subordination of the lessor's interest in any of the Collateral, in form acceptable to the Creditor. Notwithstanding the foregoing, Debtor warrants and represents that Debtor has not granted to any lessor a security interest in the Collateral.

- 6.2 **Notice.** Notice from one party to another relating to this agreement will be deemed effective if made in writing (including telecommunications) and delivered to the recipient's address or fax number set forth under its name below by any of the following means: (a) hand delivery, (b) registered or certified mail, postage prepaid, with return receipt requested, (c) first class or express mail, postage prepaid, (d) Federal Express or like overnight courier service or (e) fax, telex or other wire transmission with request for assurance of receipt in a manner typical with respect to communication of that type. Notice made in accordance with this section will be deemed delivered upon receipt if delivered by hand or wire transmission, 3 business days after mailing if mailed by first class, registered or certified mail, or one business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier.
- 6.3 **Joint Liability.** The Borrower, if more than one, will be jointly and severally liable.
- 6.4 **Controlling Law.** This agreement is delivered in the state of Michigan and governed by Michigan law. This agreement is binding on the Borrower and its successors, and will inure to the benefit of the Creditor, its successors and assigns.
- 6.5 **Headings.** Section headings are for convenience of reference only and will not affect the interpretation of this agreement.
- 6.6 **Copies.** A carbon, photographic or other reproduction of this agreement is sufficient, and can be filed as a financing statement. The Creditor is irrevocably appointed the Debtor's attorney-in-fact to execute any financing statement on Debtor's behalf covering the Collateral.
- 6.7 **Waiver of Jury Trial.** The Creditor and the Debtor after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this agreement or any related instrument or agreement, or any of the transactions contemplated by this agreement, or any course of conduct, dealing, statements (whether oral or written), or actions of either of them. Neither the Creditor nor the Debtor shall seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Creditor or the Debtor except by a written instrument executed by both of them.

This Agreement is made on _____, 2022

CREDITOR:

CITY OF PLAINWELL,
a Michigan municipal corporation

By _____
Brian Kelley

Its _____
Treasurer

DEBTOR:

AROUND THE BOARD GAME CAFÉ INC,
a Michigan Corporation

By _____
Susan Luthy

Its _____
President

DRAFT

EXHIBIT A
COLLATERAL

- * Atosa USA Inc. Model MBF8507GR Reach In Refrigerator 46.77 Cu. Ft. – Serial Number
- * Atosa USA Inc. Model MBF8503GR Reach In Freezer 44.77 Cu. Ft. – Serial Number
- * Atosa USA Inc. Model YR280-AP-161 Ice Maker with Bin. – Serial Number
- * Atosa USA Inc. Model MKC90GR Draft Beer Cooler – Serial Number
- * Atosa USA Inc. Model MBB90GR Back Bar Cabinet. – Serial Number

DRAFT

INVOICE GL DISTRIBUTION REPORT FOR CITY OF PLAINWELL
 POST DATES 01/01/2022 - 01/31/2022
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 494 DOWNTOWN DEVELOPMENT AUTHORITY DDA					
Dept 000 OPERATIONS					
494-000-202.494	Accounts Payable - 2014 Downtown	HIEMSTRA OPTICAL	GOLDEN TICKET - MIDWAY DONATION	50.00	18261
494-000-202.494	Accounts Payable - 2014 Downtown	BARBED WIRE CAFE	GOLDEN TICKETS - MIDWAY DONATION	20.00	18274
494-000-202.494	Accounts Payable - 2014 Downtown	PLAINWELL ACE HARDWARE	GOLDEN TICKETS - MIDWAY DONATION	175.00	18234
494-000-228.023	Due to State - Sales Tax	STATE OF MICHIGAN	JANUARY 2022 SALES TAX FILING	40.77	567
494-000-694.025	DDA - Sale of Merchandise	STATE OF MICHIGAN	JANUARY 2022 SALES TAX FILING	(2.19)	567
494-000-715.010	Health Insurance Premiums	COPS HEALTH TRUST	JANUARY 2022 DENTAL & VISION	27.95	18178
494-000-715.010	Health Insurance Premiums	PRIORITY HEALTH	JANUARY 2022 HEALTH INSURANCE	291.29	18180
494-000-715.015	Life Insurance	MADISON NATIONAL LIFE INSURANCE	JANUARY 2022 LIFE INSURANCE COVERAGE	0.14	18179
494-000-801.030	AUDIT SERVICES 6/30/2021	SIEGFRIED CRANDALL PC	AUDITING SERVICES FOR YEAR ENDED JUNE 30	12.94	18241
Total For Dept 000 OPERATIONS				<u>615.90</u>	
Total For Fund 494 DOWNTOWN DEVELOPMENT AUTHORITY DDA				<u><u>615.90</u></u>	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 494 DOWNTOWN DEVELC	615.90
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Total For All Funds:	<u>615.90</u>
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INVOICE GL DISTRIBUTION REPORT FOR CITY OF PLAINWELL
 POST DATES 01/01/2022 - 01/31/2022
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 450 INDUSTRIAL PARK TIFA					
Dept 000 OPERATIONS					
450-000-715.010	Health Insurance Premiums	COPS HEALTH TRUST	JANUARY 2022 DENTAL & VISION	126.18	18178
450-000-715.010	Health Insurance Premiums	PRIORITY HEALTH	JANUARY 2022 HEALTH INSURANCE	691.74	18180
450-000-715.015	LIFE INSURANCE	MADISON NATIONAL LIFE INSU	JANUARY 2022 LIFE INSURANCE COVERAGE	1.71	18179
450-000-801.030	AUDIT SERVICES 6/30/2021	SIEGFRIED CRANDALL PC	AUDITING SERVICES FOR YEAR ENDED JUNE 3	12.94	18241
Total For Dept 000 OPERATIONS				832.57	
Total For Fund 450 INDUSTRIAL PARK TIFA				832.57	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF PLAINWELL
POST DATES 01/01/2022 - 01/31/2022
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 450 INDUSTRIAL PARI	832.57
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Total For All Funds:	<u>832.57</u>
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MINUTES
Plainwell City Council
December 27, 2021

1. Mayor Keeler called the regular meeting to order at 7:22 PM in City Hall Council Chambers.
2. Austin Marsman gave the invocation.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Overhuel, Councilmember Keeney and Councilmember Wisnaski. Absent: None.
5. Approval of Minutes/Summary:
A motion by Steele, seconded by Overhuel, to accept and place on file the Council Minutes of the 12/13/2021 regular meeting and closed session. On a voice vote, all voted in favor. Motion passed.
6. Public Comment:
Martin resident Austin Marsman introduced himself as a candidate for Allegan County Commissioner in 2022. He gave an update on the County's conversion from seven (7) commissioners to five (5) and gave a brief history on his career.
7. County Commissioner Report: None.
8. Agenda Amendments: None.
9. Mayor's Report:
Mayor Keeler reported on behalf of City Manager Wilson that an issue with the fire suppression system at Crispe House was being worked on, and that the lease agreement was near completion. He also reported that an extension has been requested for the Mill Demolition Grant.
10. Recommendations and Reports:
 - A. Clerk Kelley reported several seats on various boards & commissions were up for renewal as of December 31, 2021. He reported reaching out to everyone and most expressed interest in serving for another term. Only Gina Berry chose not to re-apply for the Parks & Trees Commission. The Mayor's reappointment of Shirley DeYoung and Marsha Keeler to the Parks & Trees Commission and Rachel Collingsworth to the Planning Commission is subject to confirmation by Council as ordered by City Charter.
A motion by Overhuel, seconded by Keeney, to confirm the Mayor's re-appointments as presented. On a voice vote, all voted in favor. Motion passed.
 - B. Personnel Manager Lamorandier reminded Council of earlier actions to amend the city's Section 125 employee benefit plan. The document has been updated and needs Council's approval by Resolution.
A motion by Steele, seconded by Overhuel, to adopt Resolution 2021-21 approving changes to the Section 125 Plan Document. On a voice vote, all voted in favor. Motion passed.
 - C. Treasurer Kelley reminded Council for the annual chemical purchase of Calcium Nitrate, which is necessary to reduce odors at the Wastewater Treatment Plant. The upcoming year price is \$3.26 per gallon, which equates to approximately \$33,347 per year.

The City of Plainwell is an equal opportunity employer and provider

A motion by Wisnaski, seconded by Keeney, to approve the contract with Evoqua Water Technologies for chemical purchases for the water revenue process estimated at \$33,347.00. On a roll call vote, all in favor. Motion passed.

- D. Treasurer Kelley reported a Pay Application from Melching, Inc. for \$403,720.65. He reported for City Manager Wilson that some of the costs included may be reduced for payment per engineering recommendations still being worked through.

A motion by Steele, seconded by Overhuel, to approve Pay Request Application #7 for Melching, Inc. in an amount not exceed \$403,720.65, authorizing the City Manager to finalize the actual amount to be paid. On a roll call vote, all voted in favor. Motion passed.

- E. Treasurer Kelley reported a housekeeping budget amendment for prior fiscal year purchase orders that were approved, but finalized in the current fiscal year. These encumbrances are rolled into the current fiscal year to create a budget amendment to reflect their approval from the prior year.

A motion by Keeney, seconded by Wisnaski, to approve the budget amendment for the 2020/2021 purchase orders rolled over into the 2021/2022 budget. On a voice vote, all in favor. Motion passed.

- F. Clerk Kelley outlined five (5) annual resolutions for 2022 – the first lists the Ordinance Enforcement Officers of the city which was reviewed by the Department of Public Safety; the second lists the Council meeting dates for 2022; the third lists the employee holiday dates (when City offices are closed); the fourth is a listing of the dates on which the flags are flown on city streets, and; the fifth is a resolution authorizing the Director of Public Safety to liaison with the State of Michigan for temporary closures of the state highway.

A motion by Steele, seconded by Overhuel, to adopt Resolutions 2022-01 through 2022-05 for Ordinance Enforcement Officers, 2022 Council Meeting Dates, 2022 Employee Holiday Dates, 2022 Street Flag Dates and 2022 Street Closures. On a voice vote, all in favor. Motion passed.

11. Communications:

- A. **A motion by Steele, seconded by Overhuel, to accept and place of file the November 2021 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 \$356,139.42 for payment of same. On a roll call vote, all in favor. Motion passed.

13. Public Comments: None

14. Staff Comments:

Personnel Manager Lamorandier reported that all the part-time positions in Public Safety and Public Works have been filled.

Deputy City Clerk Fenger reported ongoing training.

Superintendent Nieuwenhuis reported a recent water main break on First Avenue has been repairs and that the Department is running short on cold patch for pothole repairs due to supply chain issues.

Public Safety Director Bomar gave a report on recent car breaking-and-entering calls.

Clerk/Treasurer Kelley is glad to be back to full staff to allow working on the budget, bonding and chart of account projects.

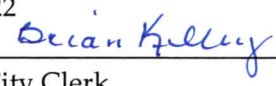
15. Council Comments:

Mayor Pro Tem Steele thanked all city staff for a job well done in 2021.

16. Adjournment:

A motion by Steele, seconded by Overhuel, to adjourn the meeting at 7:57 PM. On voice vote, all voted in favor. Motion passed.

Minutes respectfully
Submitted by,
Brian Kelley
City Clerk/Treasurer

MINUTES APPROVED BY CITY COUNCIL
January 10, 2022


Brian Kelley, City Clerk

MINUTES
Plainwell City Council
January 10, 2022

1. Mayor Keeler called the regular meeting to order at 7:00 PM in City Hall Council Chambers.
2. Scott Fenner of Lighthouse Baptist Church gave the invocation.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Overhuel, Councilmember Keeney and Councilmember Wisnaski. Absent: None.
5. Approval of Minutes/Summary:
A motion by Steele, seconded by Overhuel, to accept and place on file the Council Minutes of the 12/27/2021 regular meeting and closed session. On a voice vote, all voted in favor. Motion passed.
6. Public Comment: None.
7. County Commissioner Report: None.
8. Agenda Amendments: None.
9. Mayor's Report:
Mayor Keeler reported the lease agreement for William Crispe House has been signed with Stanford Lodge, which plans to use the facility essential the same.
10. Recommendations and Reports:
 - A. Mayor Keeler introduced Dan Veldhuizen from Siegfried Crandall PC who presented the audited financial statements as of and for the year ended June 30, 2021. Mr. Veldhuizen presented the city's financial statements received an "unmodified" opinion, meaning no material misstatements were noted, and no audit adjustments were made during the audit. He reported the city's financial position is sound for communities our size and that the audit revealed no deficiencies in internal controls which could be consider a material weakness. He also reported no material misstatements with federal funds reporting. He reported that very few of their audit clients have no deficiencies, and that Plainwell is one of very few which prepares their own financials, saving the city audit fees.
A motion by Overhuel, seconded by Steele, to accept and place on file the audited financial statements for the City of Plainwell as of and for the year ended June 30, 2021. On a voice vote, all voted in favor. Motion passed.
 - B. Manager Wilson reported that the State has granted the request to extend the Grant. Given recently approved change orders and the extension, additional oversight by GHD has been quoted. There are ongoing discussions regarding liquidated damages with Melching for the extra costs incurred.
A motion by Keeney, seconded by Wisnaski, to approve Change Order 04 from GHD for additional oversight in the amount not to exceed \$38,255.00. On a roll call vote, all voted in favor. Motion passed.

- C. Superintendent Nieuwenhuis reminded Council that the city is looking to upgrade its water meters. The city has already been invested in upgraded Sensus meters (about 25% of the meters) through Etna Supply which compliments the existing meters. Other meter styles and technologies are available, however any conversions would negate the investment in those upgraded Sensus meters. These meters are radio-capable, offering the city opportunities to save staff time by getting monthly reads more efficiently. Thirteen (13) existing meters have been identified for replacement to newer meters. The recommendation is to identify Etna Supply as a sole source provider and purchase the replacement meters.
A motion by Overhuel, seconded by Steele, to approve the purchase of thirteen (13) replacement water meters at a total cost of \$23,030.00 and designating the Etna Supply as a sole source provider of city water meters. On a roll call vote, all in favor. Motion passed.

11. Communications:

- A. **A motion by Steele, seconded by Overhuel, to accept and place of file the draft minutes from the 12/27/2021 Zoning Board of Appeals Meeting and the December 2021 Investment and Fund Balance Reports. On a voice vote, all in favor. Motion passed.**

12. Accounts Payable:

- A motion by Keeney, seconded by Wisnaski, that the bills be allowed and orders drawn in the amount of \$848,550.14 for payment of same. On a roll call vote, all in favor. Motion passed.**

13. Public Comments: None

14. Staff Comments:

Deputy City Clerk Fenger reported ongoing training.

Superintendent Nieuwenhuis demonstrated an opportunity to extend the belly-blade on an existing plow truck, which would save the city resources by needing only two plows instead of three. This is an alternative to a wing blade used by state and county crews, which is not available in the city budget.

Community Development Manager Siegel announced a Kickoff Meeting for the Master Plan / Recreation Plan Update for January 19, 2022 at 6pm. She also reported working on grant applications.

Superintendent Pond thanked Manager Wilson and Treasurer Kelley for their help keeping things going during his recent sickness.

Public Safety Director Bomar announced his retirement effective the third week of February 2022. He thanked Council for a great 44-year run, with 21 as Director.

Clerk/Treasurer Kelley is updating procedures, finalizing chart of account changes and attending trainings.

Manager Wilson thanked Treasurer Kelley for his work on the audit and Director Bomar for his contributions to the community. He also reported working on grants for the Mill and the River.

15. Council Comments:

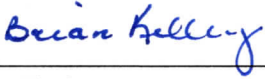
Councilmember Wisnaski thanked Superintendent Nieuwenhuis and his crew for another opportunity to save money for the department.

Each Councilmember thanked Director Bomar for his service to the community.

16. Adjournment:

A motion by Steele, seconded by Overhuel, to adjourn the meeting at 7:43 PM. On voice vote, all voted in favor. Motion passed.

Minutes respectfully
Submitted by,
Brian Kelley
City Clerk/Treasurer

MINUTES APPROVED BY CITY COUNCIL
January 24, 2022 

Brian Kelley, City Clerk

PERIOD ENDING 01/31/2022

% Fiscal Year Completed: 58.90

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	01/31/2022	MONTH 01/31/2022	BALANCE	
Fund 443 - BROWNFIELD REDEVELOPMENT AUTHORITY - BRA						
Revenues						
443-000-402.040	Captured Tax - AdVal Real - City Tax	6,074.00	6,074.14	0.00	(0.14)	100.00
443-000-402.041	Captured Tax - AdVal Real - Library	1,105.00	1,102.69	0.00	2.31	99.79
443-000-402.042	Captured Tax - AdVal Real - Capital Impr	488.00	488.17	0.00	(0.17)	100.03
443-000-402.043	Captured Tax - AdVal Real - Fire Reserve	488.00	488.17	0.00	(0.17)	100.03
443-000-402.044	Captured Tax - AdVal Real - Solid Waste	635.00	634.63	0.00	0.37	99.94
443-000-402.047	Captured DDA-SCHOOL	20,670.00	20,669.82	0.00	0.18	100.00
443-000-402.048	Captured Tax - AdVal Real - County (All)	3,043.00	3,084.37	0.00	(41.37)	101.36
443-000-402.060	Captured Tax - AdVal Pers - City	9,283.00	9,283.05	0.00	(0.05)	100.00
443-000-402.061	Captured Tax - AdVal Pers - Library	1,688.00	1,685.28	0.00	2.72	99.84
443-000-402.062	Captured Tax - AdVal Pers - Capital Impr	746.00	746.10	0.00	(0.10)	100.01
443-000-402.063	Captured Tax - AdVal Pers - Fire Reserve	746.00	746.10	0.00	(0.10)	100.01
443-000-402.064	Captured Tax - AdVal Pers - Solid Waste	970.00	969.93	0.00	0.07	99.99
443-000-402.065	Captured Tax - AdVal Pers - County (All)	4,651.00	4,711.41	0.00	(60.41)	101.30
443-000-505.000	Federal Grant	0.00	181,199.00	0.00	(181,199.00)	100.00
443-000-664.020	Interest Earned - Investments	0.00	83.30	34.87	(83.30)	100.00
443-000-676.080	Interfund Transfer In - Capital Improve	80,000.00	46,666.69	6,666.67	33,333.31	58.33
443-000-694.000	Miscellaneous Revenue	0.00	6,598.80	6,598.80	(6,598.80)	100.00
443-000-697.000	Loan Proceeds	0.00	559,236.00	0.00	(559,236.00)	100.00
TOTAL REVENUES		130,587.00	844,467.65	13,300.34	(713,880.65)	646.67
Expenditures						
443-000-703.000	Salaries/Wages - Full Time Employees	38,984.00	19,402.29	2,849.62	19,581.71	49.77
443-000-706.000	Wages - Part Time Employees	579.00	231.90	2.04	347.10	40.05
443-000-713.000	Other Post Employment Benefits	283.00	165.34	23.62	117.66	58.42
443-000-715.000	Payroll Tax - FICA/Medicare (Social Sec)	2,841.00	1,396.72	200.80	1,444.28	49.16
443-000-715.010	Health Insurance Premiums	6,956.00	3,899.17	580.53	3,056.83	56.05
443-000-715.013	Health Insurance - HSA - Employer Paid	3,237.00	1,788.00	0.00	1,449.00	55.24
443-000-715.015	Life Insurance	43.00	25.14	3.75	17.86	58.47
443-000-718.000	Retirement Benefits	3,729.00	1,744.24	232.84	1,984.76	46.78
443-000-724.000	Medical Insurance Opt Out	122.00	84.62	14.64	37.38	69.36
443-000-730.000	Postage	100.00	0.00	0.00	100.00	0.00
443-000-743.000	Uniforms	65.00	9.97	1.31	55.03	15.34
443-000-775.000	Supplies - Repairs and Maintenance	500.00	0.00	0.00	500.00	0.00
443-000-801.000	Engineering Services	1,000.00	0.00	0.00	1,000.00	0.00
443-000-801.013	Professional Services - Attorney	2,000.00	2,406.50	0.00	(406.50)	120.33
443-000-801.030	Professional Services - Audit	353.00	338.86	68.32	14.14	95.99
443-000-830.000	Contractual Reimbursement CRA Activities	37,940.00	25,691.76	0.00	12,248.24	67.72
443-000-900.000	Printing and Publishing	250.00	0.00	0.00	250.00	0.00
443-000-910.000	Liability Insurance	5,700.00	5,624.46	0.00	75.54	98.67
443-000-910.010	Workers Comp Insurance	305.00	229.62	0.00	75.38	75.29
443-000-930.000	Outside Services (RMLB)	6,000.00	289.62	0.00	5,710.38	4.83
443-000-930.050	Computer Services	500.00	8.04	0.00	491.96	1.61
443-000-940.000	Rentals - Equipment	2,000.00	1,387.59	0.00	612.41	69.38
443-000-956.000	Miscellaneous	100.00	0.00	0.00	100.00	0.00
443-908-991.000	Principal Payment - Interfund Loans	15,230.00	8,884.19	1,269.17	6,345.81	58.33
443-908-995.000	Interest Payment - Interfund Loans	1,395.00	813.75	116.25	581.25	58.33
443-970-972.000	Contracted Services	1,089,513.18	184,194.03	0.00	905,319.15	16.91
TOTAL EXPENDITURES		1,219,725.18	258,615.81	5,362.89	961,109.37	21.20

REVENUE AND EXPENDITURE REPORT FOR CITY OF PLAINWELL

PERIOD ENDING 01/31/2022

% Fiscal Year Completed: 58.90

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	01/31/2022	MONTH 01/31/2022	BALANCE	
Fund 443 - BROWNFIELD REDEVELOPMENT AUTHORITY - BRA						
Fund 443 - BROWNFIELD REDEVELOPMENT AUTHORITY - BRA:						
TOTAL REVENUES		130,587.00	844,467.65	13,300.34	(713,880.65)	646.67
TOTAL EXPENDITURES		1,219,725.18	258,615.81	5,362.89	961,109.37	21.20
NET OF REVENUES & EXPENDITURES		(1,089,138.18)	585,851.84	7,937.45	(1,674,990.02)	53.79

PERIOD ENDING 01/31/2022

% Fiscal Year Completed: 58.90

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
		AMENDED BUDGET	01/31/2022 (NORMAL (ABNORMAL))	MONTH 01/31/2022 (INCREASE (DECREASE))	BALANCE (NORMAL (ABNORMAL))	
Fund 450 - INDUSTRIAL PARK TIFA						
Revenues						
450-000-569.000	Local Grants	81,334.00	85,614.96	0.00	(4,280.96)	105.26
450-000-664.020	Interest Earned - Investments	180.00	107.80	20.53	72.20	59.89
TOTAL REVENUES		81,514.00	85,722.76	20.53	(4,208.76)	105.16
Expenditures						
450-000-703.000	Salaries/Wages - Full Time Employees	46,108.00	24,592.93	3,607.59	21,515.07	53.34
450-000-706.000	Wages - Part Time Employees	0.00	260.69	6.14	(260.69)	100.00
450-000-713.000	Other Post Employment Benefits	30.00	17.50	2.50	12.50	58.33
450-000-715.000	Payroll Tax - FICA/Medicare (Social Sec)	3,357.00	1,753.50	253.16	1,603.50	52.23
450-000-715.010	Health Insurance Premiums	6,828.00	3,738.33	557.44	3,089.67	54.75
450-000-715.013	Health Insurance - HSA - Employer Paid	3,290.00	1,812.00	0.00	1,478.00	55.08
450-000-715.015	Life Insurance	22.00	11.05	1.71	10.95	50.23
450-000-718.000	Retirement Benefits	2,360.00	1,260.71	170.98	1,099.29	53.42
450-000-724.000	Medical Insurance Opt Out	311.00	199.25	32.02	111.75	64.07
450-000-730.000	Postage	0.00	0.00	(131.75)	0.00	0.00
450-000-801.000	Engineering Services	0.00	0.00	(5,300.00)	0.00	0.00
450-000-801.013	Professional Services - Attorney	2,500.00	0.00	0.00	2,500.00	0.00
450-000-801.030	Professional Services - Audit	67.00	64.19	12.94	2.81	95.81
450-000-900.000	Printing and Publishing	0.00	0.00	(174.30)	0.00	0.00
450-000-910.000	Liability Insurance	400.00	394.70	0.00	5.30	98.68
450-000-910.010	Workers Comp Insurance	249.00	187.46	0.00	61.54	75.29
450-000-930.000	Outside Services (RMLB)	200.00	0.00	0.00	200.00	0.00
450-000-930.050	Computer Services	0.00	8.04	0.00	(8.04)	100.00
450-000-940.000	Rentals - Equipment	2,200.00	449.75	0.00	1,750.25	20.44
450-000-956.000	Miscellaneous	500.00	0.00	0.00	500.00	0.00
450-000-962.000	Memberships & Dues	300.00	0.00	0.00	300.00	0.00
TOTAL EXPENDITURES		68,722.00	34,750.10	(961.57)	33,971.90	50.57
Fund 450 - INDUSTRIAL PARK TIFA:						
TOTAL REVENUES		81,514.00	85,722.76	20.53	(4,208.76)	105.16
TOTAL EXPENDITURES		68,722.00	34,750.10	(961.57)	33,971.90	50.57
NET OF REVENUES & EXPENDITURES		12,792.00	50,972.66	982.10	(38,180.66)	398.47

PERIOD ENDING 01/31/2022

% Fiscal Year Completed: 58.90

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2021-22		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	01/31/2022 (ABNORMAL)	MONTH 01/31/2022 INCREASE	(DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 494 - DOWNTOWN DEVELOPMENT AUTHORITY DDA									
Revenues									
494-000-402.030	Captured DDA-CITY	26,174.00		26,635.52		0.00		(461.52)	101.76
494-000-402.031	Captured DDA-LIBRARY	4,740.00		4,834.69		0.00		(94.69)	102.00
494-000-402.032	Captured DDA-Capital Impr	2,091.00		2,140.49		0.00		(49.49)	102.37
494-000-402.033	Capture DDA-Fire Reserve	2,091.00		2,140.49		0.00		(49.49)	102.37
494-000-402.034	Capture-DDA-Solid Waste	12,591.00		2,782.72		0.00		9,808.28	22.10
494-000-402.045	Captured DDA-COUNTY	2,718.00		13,519.15		0.00		(10,801.15)	497.39
494-000-402.060	Captured Tax - AdVal Pers - City	2,044.00		1,830.79		0.00		213.21	89.57
494-000-402.061	Captured Tax - AdVal Pers - Library	370.00		332.28		0.00		37.72	89.81
494-000-402.062	Captured Tax - AdVal Pers - Capital Impr	163.00		147.15		0.00		15.85	90.28
494-000-402.063	Captured Tax - AdVal Pers - Fire Reserve	163.00		147.15		0.00		15.85	90.28
494-000-402.064	Captured Tax - AdVal Pers - Solid Waste	212.00		191.29		0.00		20.71	90.23
494-000-402.065	Captured Tax - AdVal Pers - County (All)	983.00		929.10		0.00		53.90	94.52
494-000-569.000	Local Grants	6,874.00		7,236.32		0.00		(362.32)	105.27
494-000-664.020	Interest Earned - Investments	135.00		101.84		14.81		33.16	75.44
494-000-694.000	Miscellaneous Revenue	0.00		12.00		0.00		(12.00)	100.00
494-000-694.022	DDA - Farmers Market Entry Fee	2,200.00		775.00		0.00		1,425.00	35.23
494-000-694.025	DDA - Sale of Merchandise	0.00		1,339.94		681.42		(1,339.94)	100.00
494-000-694.026	DDA - Special Event Revenues	300.00		3,140.00		0.00		(2,840.00)	1,046.67
494-000-694.036	DDA Donations - Movies in the Park	800.00		0.00		0.00		800.00	0.00
TOTAL REVENUES		64,649.00		68,235.92		696.23		(3,586.92)	105.55
Expenditures									
494-000-703.000	Salaries/Wages - Full Time Employees	18,449.00		9,651.03		1,354.27		8,797.97	52.31
494-000-713.000	Other Post Employment Benefits	0.00		5.46		0.78		(5.46)	100.00
494-000-715.000	Payroll Tax - FICA/Medicare (Social Sec)	1,334.00		649.76		90.10		684.24	48.71
494-000-715.010	Health Insurance Premiums	2,848.00		1,734.65		233.46		1,113.35	60.91
494-000-715.013	Health Insurance - HSA - Employer Paid	1,260.00		852.00		0.00		408.00	67.62
494-000-715.015	Life Insurance	1.00		0.98		0.14		0.02	98.00
494-000-718.000	Retirement Benefits	132.00		39.07		3.53		92.93	29.60
494-000-724.000	Medical Insurance Opt Out	13.00		11.05		2.27		1.95	85.00
494-000-730.000	Postage	100.00		0.73		0.00		99.27	0.73
494-000-775.000	Supplies - Repairs and Maintenance	100.00		16.17		0.00		83.83	16.17
494-000-801.013	Professional Services - Attorney	0.00		55.50		0.00		(55.50)	100.00
494-000-801.030	Professional Services - Audit	67.00		64.19		12.94		2.81	95.81
494-000-900.000	Printing and Publishing	1,800.00		1,281.03		0.00		518.97	71.17
494-000-910.000	Liability Insurance	616.00		607.84		0.00		8.16	98.68
494-000-910.010	Workers Comp Insurance	75.00		56.47		0.00		18.53	75.29
494-000-930.000	Outside Services (RMLB)	200.00		110.00		0.00		90.00	55.00
494-000-930.050	Computer Services	50.00		8.04		0.00		41.96	16.08
494-000-940.000	Rentals - Equipment	200.00		0.00		0.00		200.00	0.00
494-000-956.000	Miscellaneous	400.00		396.46		0.00		3.54	99.12
494-000-956.021	Special Events	2,000.00		932.01		0.00		1,067.99	46.60
494-000-957.022	DDA Farmers Market Expense	425.00		495.84		0.00		(70.84)	116.67
494-000-957.025	DDA Christmas Ornament Costs	800.00		797.27		0.00		2.73	99.66
494-000-957.036	DDA Movies in the Park	1,500.00		1,770.00		0.00		(270.00)	118.00
494-000-960.000	Education & Training - Professional	100.00		175.00		0.00		(75.00)	175.00
494-000-962.000	Memberships & Dues	1,430.00		540.00		0.00		890.00	37.76
494-908-991.000	Principal Payment - Interfund Loans	11,900.00		6,941.69		991.67		4,958.31	58.33
494-908-995.000	Interest Payment - Interfund Loans	361.00		210.56		30.08		150.44	58.33
494-970-713.000	Other Post Employment Benefits	9.00		0.00		0.00		9.00	0.00
494-970-971.000	Capital Purchase	18,000.00		8,793.12		0.00		9,206.88	48.85

PERIOD ENDING 01/31/2022

% Fiscal Year Completed: 58.90

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	01/31/2022 NORMAL (ABNORMAL)	MONTH 01/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 494 - DOWNTOWN DEVELOPMENT AUTHORITY DDA Expenditures						
TOTAL EXPENDITURES		64,170.00	36,195.92	2,719.24	27,974.08	56.41
Fund 494 - DOWNTOWN DEVELOPMENT AUTHORITY DDA:						
TOTAL REVENUES		64,649.00	68,235.92	696.23	(3,586.92)	105.55
TOTAL EXPENDITURES		64,170.00	36,195.92	2,719.24	27,974.08	56.41
NET OF REVENUES & EXPENDITURES		479.00	32,040.00	(2,023.01)	(31,561.00)	6,688.94
TOTAL REVENUES - ALL FUNDS						
TOTAL EXPENDITURES - ALL FUNDS		276,750.00	998,426.33	14,017.10	(721,676.33)	360.77
NET OF REVENUES & EXPENDITURES		1,352,617.18	329,561.83	7,120.56	1,023,055.35	24.36
		(1,075,867.18)	668,864.50	6,896.54	(1,744,731.68)	62.17

REVENUE AND EXPENDITURE REPORT FOR CITY OF PLAINWELL

PERIOD ENDING 01/31/2022

% Fiscal Year Completed: 58.90

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	01/31/2022 NORMAL (ABNORMAL)	MONTH 01/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 443 - BROWNFIELD REDEVELOPMENT AUTHORITY - BRA						
Revenues						
TAXES	TAXES	50,587.00	50,683.86	0.00	(96.86)	100.19
GRANTS	STATE & FEDERAL GRANTS	0.00	181,199.00	0.00	(181,199.00)	100.00
INTEREST	INTEREST & RENTS	0.00	83.30	34.87	(83.30)	100.00
TRANSFER	FUNDS TRANSFERS	80,000.00	46,666.69	6,666.67	33,333.31	58.33
OTHER	OTHER	0.00	565,834.80	6,598.80	(565,834.80)	100.00
TOTAL REVENUES		130,587.00	844,467.65	13,300.34	(713,880.65)	646.67
Expenditures						
000	OPERATIONS	113,587.00	64,723.84	3,977.47	48,863.16	56.98
908	DEBT SERVICE	16,625.00	9,697.94	1,385.42	6,927.06	58.33
970	CAPITAL OUTLAY	1,089,513.18	184,194.03	0.00	905,319.15	16.91
TOTAL EXPENDITURES		1,219,725.18	258,615.81	5,362.89	961,109.37	21.20
Fund 443 - BROWNFIELD REDEVELOPMENT AUTHORITY - BRA:						
TOTAL REVENUES		130,587.00	844,467.65	13,300.34	(713,880.65)	646.67
TOTAL EXPENDITURES		1,219,725.18	258,615.81	5,362.89	961,109.37	21.20
NET OF REVENUES & EXPENDITURES		(1,089,138.18)	585,851.84	7,937.45	(1,674,990.02)	53.79

REVENUE AND EXPENDITURE REPORT FOR CITY OF PLAINWELL
 PERIOD ENDING 01/31/2022
 % Fiscal Year Completed: 58.90

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	01/31/2022	MONTH 01/31/2022	BALANCE	
Fund 450 - INDUSTRIAL PARK TIFA						
Revenues						
INTEREST	INTEREST & RENTS	180.00	107.80	20.53	72.20	59.89
OTHER	OTHER	81,334.00	85,614.96	0.00	(4,280.96)	105.26
TOTAL REVENUES		81,514.00	85,722.76	20.53	(4,208.76)	105.16
Expenditures						
000	OPERATIONS	68,722.00	34,750.10	(961.57)	33,971.90	50.57
TOTAL EXPENDITURES		68,722.00	34,750.10	(961.57)	33,971.90	50.57
Fund 450 - INDUSTRIAL PARK TIFA:						
TOTAL REVENUES		81,514.00	85,722.76	20.53	(4,208.76)	105.16
TOTAL EXPENDITURES		68,722.00	34,750.10	(961.57)	33,971.90	50.57
NET OF REVENUES & EXPENDITURES		12,792.00	50,972.66	982.10	(38,180.66)	398.47

PERIOD ENDING 01/31/2022

% Fiscal Year Completed: 58.90

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGDG USED
		AMENDED BUDGET	01/31/2022 NORMAL (ABNORMAL)	MONTH 01/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 494 - DOWNTOWN DEVELOPMENT AUTHORITY DDA						
Revenues						
	TAXES	54,340.00	55,630.82	0.00	(1,290.82)	102.38
	INTEREST	135.00	101.84	14.81	33.16	75.44
	OTHER	10,174.00	12,503.26	681.42	(2,329.26)	122.89
TOTAL REVENUES		64,649.00	68,235.92	696.23	(3,586.92)	105.55
Expenditures						
	000 OPERATIONS	33,900.00	20,250.55	1,697.49	13,649.45	59.74
	908 DEBT SERVICE	12,261.00	7,152.25	1,021.75	5,108.75	58.33
	970 CAPITAL OUTLAY	18,009.00	8,793.12	0.00	9,215.88	48.83
TOTAL EXPENDITURES		64,170.00	36,195.92	2,719.24	27,974.08	56.41
Fund 494 - DOWNTOWN DEVELOPMENT AUTHORITY DDA:						
TOTAL REVENUES		64,649.00	68,235.92	696.23	(3,586.92)	105.55
TOTAL EXPENDITURES		64,170.00	36,195.92	2,719.24	27,974.08	56.41
NET OF REVENUES & EXPENDITURES		479.00	32,040.00	(2,023.01)	(31,561.00)	6,688.94
TOTAL REVENUES - ALL FUNDS						
		276,750.00	998,426.33	14,017.10	(721,676.33)	360.77
TOTAL EXPENDITURES - ALL FUNDS						
		1,352,617.18	329,561.83	7,120.56	1,023,055.35	24.36
NET OF REVENUES & EXPENDITURES		(1,075,867.18)	668,864.50	6,896.54	(1,744,731.68)	62.17

AGENDA ITEMS

6. **BRA Action Items:**

A. Change order GHD for additional project oversight in the amount of \$38,255.00.

B. Accounts Payable:

Recommended Action: Consider confirming the BRA payables for January in the amount of \$842.47

7. **DDA Action Items:**

A. Revolving Loan Application for Around the Board Game Cafe

B. Accounts Payable:

Recommended Action: Consider confirming the DDA payables for January in the amount of \$615.90

8. **TIFA Action Items:**

A. Update discussion on Industrial Park property and road project

B. Accounts Payable:

Recommended Action: Consider confirming the TIFA payables for January in the amount of \$832.57

Reminder of Upcoming Meetings

Planning Meeting – Wednesday, Feb.16, 7 pm Public Hearing for rezoning Meert Property to Industrial

Parks and Trees Meeting – Thursday, Feb. 17 5 p.m. City Hall Council Chambers

City Council Meeting – Monday, Feb. 28, 7 pm City Hall Council Chambers

