

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, June 8, 2020 7:00PM

MEETING HELD VIRTUALLY ON ZOOM

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes/Summary** – May 26, 2020 Regular Meeting, May 29 and June 2, 2020 Special Meetings
6. **General Public Comments**
7. **County Commissioner Report**
8. **Agenda Amendments**
9. **Mayor's Report**
10. **Recommendations and Reports:**
 - A. **Wastewater Treatment Service Agreement/Assignment of Easement – Village of Martin**
Council will consider approving an amendment to a 2006 Agreement with Village of Martin regarding length of the agreement, and to assign an easement to the Village.
 - B. **WR – Plant Blower Preventative Maintenance – Factory Service**
Council will consider approving a sole-source repair to check alignment and repair an oil leak in the plant blowers, from Aerzen USA Corporation in the amount of \$5,093.48.
 - C. **Draft BRA/TIFA/DDA Budget**
Council will consider the draft BRA/TIFA/DDA Budgets for approval.
11. **Communications:** The April 2020 Public Safety Report and the May 2020 Investment and Fund Balance Reports.
12. **Accounts Payable - \$61,820.27**
13. **Public Comments**
14. **Staff Comments**
15. **Council Comments**
16. **Adjournment**

To join this Zoom Meeting:

By phone: 1+(312) 626-6799

Online:

<https://us02web.zoom.us/j/86906935971?pwd=OFVrVUI2bEdPL3hKMxMyM3NHNXFYdz09>

Meeting ID: 869 0693 5971

Password: 3H9LMY (online only)

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

The Island City
Plainwell is an equal opportunity provider and employer

MINUTES
Plainwell City Council
May 26, 2020

1. Mayor Keeler called the regular meeting to order at 7:04 PM on the Zoom Virtual Meeting Application.
2. Invocation was given by Terry Steele.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Overhuel (arrived at 7.02pm), Councilmember Keeney and Councilmember Wisnaski. Absent: None.
5. Approval of Minutes/Summary:
A motion by Keeney, seconded by Wisnaski, to accept and place on file the Council Minutes and Summary of the 05/11/2020 regular meeting. On voice vote, all voted in favor. Motion passed.
6. Public Comments: None.
7. County Commissioner Report: None.
8. Agenda Amendments: None.
9. Mayor's Report:
Mayor Keeler asked about golf carts around the City. Deputy Director Varley spoke to being aware of the complaints and that Public Safety is handling them. The only known "cart" allowed on city streets is the Public Works Gator used to water flowers around town.

Mayor Keeler is worried about the local businesses during this Covid crisis after the city had filled most of the spaces downtown. He asked Community Development Manager Siegel for a report. Three local business are known to have closed permanently; Aubree's, Highland Ridge and Abundant Living. Siegel reported that as much as 90% of the local businesses are open in some fashion with some opening up on May 29 or June 1. She gave a report on most of the businesses individually. She reported that most of the businesses are satisfied with a slow opening. She identified Calico Rabbit and Dance Kraze as the businesses struggling the most because of the higher traffic and less options for appropriate distancing.
10. Recommendations and Reports:
 - A. City Manager Wilson reported progress related to the Mill Demolition Project. He noted since the city has a 10% match and that given the current economic times, he recommends financing the city's obligation through a loan provided by the Michigan Department of Environment, Great Lakes and Energy (EGLE). The loan would carry a low interest rate and no required payments for five years. Before the city's application would be reviewed, the governing body would have to acknowledge acceptance of the loan through resolution. The draft resolution has been reviewed by the city attorney.
A motion by Overhuel, seconded by Steele, to adopt Resolution 2020-12 approving acceptance of a Brownfield Redevelopment Loan through the Michigan Department of Environment, Great Lakes and Energy for the Mill Demolition Project. On a voice vote, all in favor. Motion passed.

City Manager Wilson went on to report progress on the Mill Demolition Project, for which the city has done all it can to this point. There is a Memorandum of Agreement (MOA) being reviewed by a Native American Tribe in Wisconsin which has the right to review the demolition site. The MOA is needed before the State Historic Preservation Office (SHPO) will grant final approval for the demolition of certain historically significant buildings, which is necessary for the responsible bidder to finalize plans for the demolition. The Project must start by July 1.

11. Communications:

A. A motion by Keeney, seconded by Wisnaski, to accept and place on file the April 2020 Water Renewal Report. 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 \$57,568.44 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 working on the budget revisions, COVID-related issues and other normal tasks.

Superintendent Nieuwenhuis reported that flowers are planted and staff has plans for watering and weeding.

Superintendent Pond reported additional operational capacity went well after the recent rains; the additional tanks came online as planned.

Community Development Manager Siegel asked the community do anything it can to support the local businesses. She did report that none of the businesses have applied for the city's Business Revolving Loan Funds. She identified restaurants that must have a re-opening plan to be approved by the Allegan County Health Department and was tasked to find sample plans to assist the local restaurants.

Public Safety Deputy Director Varley reported that staff members who may have been exposed to the virus, all tested negative. He reported having ample supplies of personal protection equipment, most at no cost to the city. He also expressed the department's gratitude to the community for ongoing donations of food and goodies.

Clerk/Treasurer Kelley reported having provided a full draft budget to the City Manager for review. He reported that Absent Voter Ballot Applications will be delivered to all permanent-list voters on Friday, May 29 and asked that ANY registered voter who wishes to vote absentee to contact our office for an application. He also reported that nominating packets were delivered to Todd and Lori, whose seats are up for election in November – nominating packets are available through the City Clerk's Office for any citizen who is interested in qualifying as a candidate for City Council – the nominations are due back to the Clerk's Office by 4pm on Tuesday, July 21.

15. Council Comments:

Mayor Pro Tem Steele and Council Member Overhuel thanked the city staff and noted the struggles the local businesses are facing.

Council Member Keeney brought forth a suggestion from Nancy's Kitchen about hosting a community event in July at Kenyon Park to celebrate Mayor Brooks' birthday with a picnic and some softball/baseball. Council was enthusiastic about the plans and hopes it will all work out.

16. Adjournment:

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

Minutes respectfully submitted by,
Brian Kelley
City Clerk/Treasurer

MINUTES APPROVED BY CITY COUNCIL
June 8, 2020

Brian Kelley

SUMMARY
Plainwell City Council
May 26, 2020

1. Mayor Keeler called the regular meeting to order at 7:00 PM in Council Chambers on the Zoom Online Meeting Platform.
2. Pledge of Allegiance was given by all present.
3. Roll Call: Present: Keeler, Steele, Overhuel, Keeney and Wisnaski. Absent: None.
4. Approved Minutes/Summary of the 05/11/2020 regular meeting.
5. Adopted Resolution 2020-12 approving acceptance of a Brownfield Redevelopment Loan related to the Mill Demolition Project.
6. Accepted and placed on file the April 2020 Water Renewal Report.
7. Approved Accounts Payable for \$57,568.44
8. Adjourned the meeting at 7:57 pm.

Submitted by,
Brian Kelley
City Clerk/Treasurer

MINUTES
Plainwell City Council
May 29, 2020

1. Mayor Keeler called the special meeting to order at 3:30 PM on the Zoom Virtual Meeting Application.
2. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Keeney and Councilmember Wisnaski. Absent: Councilmember Overhuel.
3. New Business:
 - A. City Manager Wilson reported the city's desire to apply for grant funding to help offset the estimated \$445,950 cost of paving in the Old Orchard and Chip Sealing (Seal Coating) in the New Orchard. DPW Superintendent Nieuwenhuis reported that the pavement in the Old Orchard is beyond repair. He also said that the New Orchard is within one to two years of being irreparable, and recommends seal coating, or chip sealing, the pavement, which will add up to 7-10 years to the life of the pavement.

Mayor Pro Tem Steele asked about the homeowners in the Old Orchard who are not serviced by city sewer. The city has investigated extending sewer lines to the entire neighborhood and the estimated cost is \$3.2-million, which is not attainable at this time.

A motion by Keeney, seconded by Wisnaski, to adopt Resolution 2020-13 establishing a request for funding for Michigan Department of Transportation. On a roll call vote, all in favor. Motion passed.
 - B. Treasurer Kelley reported a Public Hearing to consider the city-wide budget is to be set for the second meeting in June, as required by Charter.

A motion by Steele seconded by Keeney, to set a Public Hearing for June 22, 2020 to consider the 2020/2021 Plainwell City Budget. On a voice vote, all voted in favor. Motion passed.
4. Public Comments: None.
5. Council Comments: None
6. Adjournment:

A motion by Keeney, seconded by Steele, to adjourn the meeting at 3:38PM. On voice vote, all voted in favor. Motion passed.

Minutes respectfully submitted by,
Brian Kelley
City Clerk/Treasurer

MINUTES APPROVED BY CITY COUNCIL
June 8, 2020

Brian Kelley

MINUTES
Plainwell City Council
June 2, 2020

1. Mayor Keeler called the special meeting to order at 10:00 AM on the Zoom Virtual Meeting Application.
2. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Keeney and Councilmember Wisnaski. Absent: Councilmember Overhuel.
3. New Business:
 - A. City Manager Wilson discussed reports from the city planning consultant, Williams & Works, that outline area of the Zoning Ordinance that should be reviewed and updated. This is part of a larger project to update the Master Plan in 2021. An Ordinance was drafted to temporarily suspend consideration of any mining projects within the city, which is one of the areas in the Zoning Ordinance to be reviewed. This moratorium lasts for six (6) months which will give the Planning Commission time to review and offer updates to the Zoning Ordinance.
A motion by Steele, seconded by Wisnaski, to approve Ordinance 386 for a temporary moratorium on mining operations and licenses for a period of six months. On a roll call vote, all in favor. Motion passed.
4. Public Comments: None.
5. Council Comments:
Council each thanked City Manager Erik Wilson for staying on top of the Zoning Ordinance
6. Adjournment:
A motion by Keeney, seconded by Wisnaski, to adjourn the meeting at 10:06AM. On voice vote, all voted in favor. Motion passed.

Minutes respectfully submitted by,
Brian Kelley
City Clerk/Treasurer

MINUTES APPROVED BY CITY COUNCIL
June 8, 2020

Brian Kelley

WASTEWATER TREATMENT SERVICE AGREEMENT

AMENDMENT I

This agreement is entered into this ___ day of _____ 2020, by and between the CITY OF PLAINWELL (the “City”), a Michigan municipal corporation whose address is 211 N. Main Street, Plainwell, Michigan and the VILLAGE OF MARTIN (the “Village”), a Michigan municipal corporation whose address is 1609 N. Main Street, Martin, Michigan.

Recitals

- A. On September 15, 2006 the City and the Village entered into an agreement entitled WASTEWATER TREATMENT SERVICE AGREEMENT (the “2006 Agreement”).
- B. Pursuant to paragraph 19(A) of the 2006 Agreement, the termination date of the 2006 Agreement is “30 years from the execution date.”
- C. The Village is seeking Department of Agriculture Rural Development funds to improve its wastewater treatment infrastructure.
- D. The approval of such funds requires that the term of the 2006 Agreement be extended until the final maturity date of the Rural Development loan (40 years from the date of the loan being issued).

Agreement

Now therefore, for good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

- 1. Paragraph 19 (A) of the 2006 Agreement is amended to read in its entirety as follows:
 - (A) This Agreement shall remain in full force and effect until June 30, 2061, which is the anticipated final maturity date of the aforementioned Rural Development loan, unless sooner terminated by consent of all the Parties or by any Party because of breach by another Party of a material provision or undertaking herein; provided, however, that no termination shall be made because of such a breach until after the expiration of 6 months following a written notice of such breach to the offending Party by the other Party, which notice shall provide an opportunity to cure the breach and specify how in the opinion of the non- offending Party the breach can be corrected.

- 2. The remainder of the 2006 Agreement is unchanged.
- 3. The undersigned affirm that they are able to bind their respective parties.

CITY OF PLAINWELL

By: _____

Its: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
 COUNTY OF _____)

Acknowledged before me in _____ County, _____, on _____, 2020, by _____, the _____ of the CITY OF PLAINWELL on behalf of the CITY OF PLAINWELL, who is personally known to me or who produced _____ as identification.

 *
 Notary Public, _____ County, _____
 Acting in _____ County
 My commission expires: _____

(Remainder of page left intentionally blank.)

VILLAGE OF MARTIN

By: _____

Its: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me in _____ County, _____, on _____, 2020, by _____, the _____ of the VILLAGE OF MARTIN on behalf of the VILLAGE OF MARTIN, who is personally known to me or who produced _____ as identification.

*
Notary Public, _____ County, _____
Acting in _____ County
My commission expires: _____

ASSIGNMENT OF EASEMENT

For and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CITY OF PLAINWELL, a Michigan municipality, whose address is 211 N. Main Street, Plainwell, Michigan grants, assigns, and transfers to the VILLAGE OF MARTIN, a Michigan municipality, whose address is 1609 N. Main Street, Martin, Michigan 49070, all of its rights, title and interest in the Sanitary Sewer Easement recorded with the Allegan County Register of Deeds at Liber 993 Page 917 and attached as Exhibit A (the "Existing Easement"). This Assignment of Easement shall be binding upon and insure to the benefit of the parties hereto, and their respective successors and assigns.

(intentionally left blank)

CITY OF PLAINWELL, a Michigan municipality

By: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

Acknowledged before me in _____ County, _____, on _____, 2020,
by _____, who is personally known to me or who produced his/ her
driver's license as identification.

*
Notary Public, _____ County, _____
Acting in _____ County
My commission expires: _____

(intentionally left blank)

VILLAGE OF MARTIN, a Michigan municipality

By: _____
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

Acknowledged before me in _____ County, _____, on _____, 2020,
by _____, who is personally known to me or who produced his/ her
driver's license as identification.

*
Notary Public, _____ County, _____
Acting in _____ County
My commission expires: _____

DRAFTED BY AND WHEN RECORDED RETURN TO:
Bloom Sluggett, PC
15 Ionia Ave. SW
Grand Rapids, Michigan 49503
616-965-9350

Exhibit A
Existing Easement

(intentionally left blank)

SANITARY SEWER EASEMENT

David Schweizer and Sherri Schweizer, husband and wife, whose principal address is 1040 West Allegan Street, Martin, Michigan 49070, party of the first part, in consideration of the sum of \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, hereby give, grant, release and convey to the City of Plainwell, Michigan, a Municipal Corporation whose principal address is 141 North Main Street, Plainwell, Michigan 49080, and to the Allegan County Board of Public Works, a Municipal Corporate whose principal address is 108 Chestnut Street, Allegan, Michigan 49010, a public easement for the constructing and operating a public sewer system pumping station on the following described parcel of land situated in the Village of Martin, Allegan County, Michigan and more particularly

described as follows:

RECORDED

APR 10 12 55 PM '81

J. D. Zitzew
REGISTER OF DEEDS
ALLEGAN COUNTY, MICH.

The North 4.0 feet of the East 6.0 feet of Lot 32 of the Assessors Plat of the Village of Martin as recorded in Liber 8 on Page 33 in the Office of the Register of Deeds, Allegan County, Michigan.

The Grantees herein, their agents or assigns, shall have the right to enter upon the aforescribed parcel for the purpose of construction, operation, maintenance repair and/or replacement of the public sanitary sewer system and appurtenances located therein and shall not be liable for any damages arising from or incidental to the exercise of the powers and privileges herein granted except for damages caused by the willful misconduct or gross negligence of the Grantees, their agent or assigns, or damages caused by the breakage of the main. Any surface or improvements, other than trees, shrubbery or other plantings disturbed by any such permitted activities of Grantees shall be restored by Grantees to a condition reasonably similar to that previously existing prior to any such activity including the reseeded of grass.

a bush to be placed around electrical pedestal
D.S. W.C.A.

The easement area shall not be improved by Grantees their agents or assigns, or built with any permanent buildings or structures without the previous consent of the Grantees. The foregoing shall not, however, prohibit the improvement of the surface for driveway, surface parking or landscaping purposes except for additional trees or shrubbery which shall not be permitted thereon.

The within easement shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

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

IN WITNESS WHEREOF, the parties hereto have executed this Easement Release this 6th day of April, 1981.

Signed in the presence of:

Malcolm C. Harper
MALCOLM C. HARPER

By: David Schweizer
DAVID SCHWEIZER

Lawrence Vander Molen
LAWRENCE VANDER MOLEN

By: Sherri L. Schweizer
SHERRI SCHWEIZER

STATE OF MICHIGAN)
COUNTY OF ALLEGAN)

ss.

On this 6th day of April, 1981, before me a Notary Public in and for said County, personally appeared David Schweizer and Sherri R. Schweizer husband and wife, to me known to be the same persons who executed the foregoing release and who severally acknowledged the same to be their free act and deed.

acting in Allegan County

Malcolm C. Harper
MALCOLM C. HARPER Notary Public
Kalamazoo County, Michigan
My Commission Expires: Sept 20, 1981

✓ Drafted by:
M. Harper
169-171 Portage Street
Kalamazoo, Michigan



First American

Commitment

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

4362 Cascade Road SE, Suite 109, Grand Rapids, Michigan, 49546,
(616)975-4102, kentcomm@firstam.com

File No. 876625

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is *less than the certain dollar amount set forth in any applicable arbitration clause*, shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 876625

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company

Issuing Office: 4362 Cascade Road SE, Suite 109,
Grand Rapids, MI 49546

Issuing Office File No.: 876625

Commitment No.: 876625

Property Address: 1040 W Allegan Street, Martin, MI 49070

Revision:

SCHEDULE A

1. Commitment Date: February 12, 2020 8:00 AM
2. Policy to be issued:
 - (A) ALTA Owner's Policy (6-17-06)
Proposed Insured: Prospective Purchaser
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Randall M. Schmitt
5. The Land is described as follows:
See Schedule C attached hereto and made a part hereof

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 876625

Commitment No.: 876625

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by the Company and signed by or on behalf of all owners.
6. If the Company has been requested to limit the exception for rights of tenants to rights of tenant, as tenants only, the exception will be limited as requested upon submission and review of copies of leases to confirm there are no rights of first refusal or options to purchase contained in any lease or upon submission of such other evidence satisfactory to the company that there are no rights of first refusal or options to purchase in favor of any tenant.
7. Provide evidence of the purchase price and/or the amount of any mortgage to be insured and identify any Proposed insured. Once a Proposed insured has been identified, additional requirements and exceptions may be made.
This is a preliminary commitment. It is not effective and the Company assumes no liability until Schedule A of commitment is amended to included the name of the Proposed Insured and a proposed Policy Amount greater than \$0.00.
8. Pay unpaid taxes and assessments unless shown as paid.
9. All Taxes paid to and including 2019
2019 Summer Taxes PAID in the amount of \$671.57
2019 Village Taxes PAID in the amount of \$568.18
2019 Winter Taxes PAID in the amount of \$1,307.97, includes \$36.00 for Recycling
Tax Item No. 03-42-030-032-00
Property Address: 1040 W Allegan Street, Martin, MI 49070
If any amounts are shown as DUE, the total does not include collection fees, penalties or interest.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

10. If the Land is connected to public/community water or sewer, furnish a copy of the current bill to First American Title Insurance Company showing that all charges have been paid to date or the Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the Date of Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 876625

Commitment No.: 876625

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Mortgage in the original amount of \$139,555.00 executed by Randall M. Schmitt and Julie L. Schmitt, husband and wife to Fifth Third Mortgage - MI, LLC, dated August 10, 2015, recorded August 20, 2015, in [Liber 3955, page 260](#).
Above Mortgage assigned to Fifth Third Mortgage Company by Corporation Assignment of Mortgage dated January 24, 2018 and recorded January 25, 2018, in [Liber 4216, page 636](#).
8. Right of Way in favor of Consumers Power Company and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 290, page 286](#).

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

9. Sanitary Sewer Easement in favor of the City of Plainwell and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 993, page 917](#).
10. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the public records.
11. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned land.
12. Rights of tenants, if any, under any unrecorded leases.
13. Lien for outstanding water or sewer charges, if any.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

| | |
|---|---|
|  <p><i>First American</i></p> <p>Schedule C</p> | <p>ISSUED BY</p> <p>First American Title Insurance Company</p> <p>File No:876625</p> |
|---|---|

Commitment No.: 876625

Land in the Village of Martin, Allegan County, MI, described as follows:

Lot(s) 32 of ASSESSOR'S PLAT VILLAGE OF MARTIN according to the plat thereof recorded in [Liber 8 of Plats, Page 32](#) of Allegan County Records.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

STATE OF MICHIGAN Allegan County
Joyce A. Watts Register of Deeds

RECORDED

August 20, 2015 11:04:35 AM

Liber 3955 Page 260-275 M
FEE: \$59.00



Liber 3955 Page 260 #2015015697

MORTGAGE

Return To:

Fifth Third Mortgage - MI, LLC
5001 Kingsley Drive, MD: 1MOCBQ
Cincinnati, OH 45227

(16)

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated August 10, 2015 together with all Riders to this document.

(B) "Borrower" is Randall M Schmitt, and and Julie L Schmitt, husband and wife

Borrower's address is 3505 BARLEYCORN CT SE, Caledonia, MI 49316

. Borrower is the mortgagor under this Security Instrument.

XXXXX7658

XXXXX7658

MICHIGAN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3023 1/01

VMP-6(MI) (1302)
Page 1 of 15

Initials: *R.S.* *JS*

VMP Mortgage Solutions, Inc.



0 3 1 6 0 3 0 4 2 1 1 9 7 6 5 8

885 801

Devon Postage

RECEIVED
15 AUG 19 AM 11 10

(C) "Lender" is Fifth Third Mortgage - MI, LLC

Lender is a limited liability company organized and existing under the laws of the state of Michigan Lender's address is 1850 East Paris, MD ROPS17, Grand Rapids, MI 49546

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated August 10, 2015 The Note states that Borrower owes Lender One Hundred Thirty Nine Thousand Five Hundred Fifty Five And Zero/100 Dollars (U.S. \$139,555.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 01, 2045

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family Rider
- Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the County [Type of Recording Jurisdiction] of Allegan [Name of Recording Jurisdiction]:
See Attached

Parcel ID Number: 0342-030-032-00-0342-030-032-00- which currently has the address of
1040 W ALLEGAN ST [Street]
Martin [City] , Michigan 49070 [Zip Code]
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any;

(c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

MICHIGAN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT



Page 5 of 15

Initials: *R.S.W.* Form 3023 1/01

Page 6 of 16

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the

MICHIGAN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

 VMP-6(MI) (1302)

Page 6 of 15

Initials:  Form 3023 1/01

work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

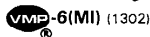
If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

MICHIGAN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT



Page 8 of 15

Initials: *R.S.* Form 3023 1/01

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if

MICHIGAN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

 VAMP-6(MI) (1302)

Page 9 of 15

Initials:  Form 3023 1/01

acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly

notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and

(d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any

Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

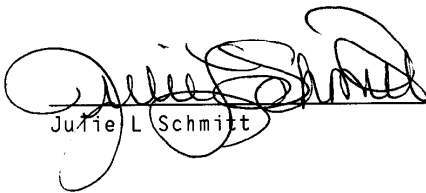
If Lender invokes the power of sale, Lender shall give notice of sale to Borrower in the manner provided in Section 15. Lender shall publish and post the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall prepare and file a discharge of this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

_____  (Seal)
 Randall M Schmitt -Borrower

_____  (Seal)
 Julie L Schmitt -Borrower

_____ (Seal) _____ (Seal)
 -Borrower -Borrower

_____ (Seal) _____ (Seal)
 -Borrower -Borrower

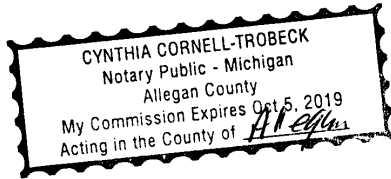
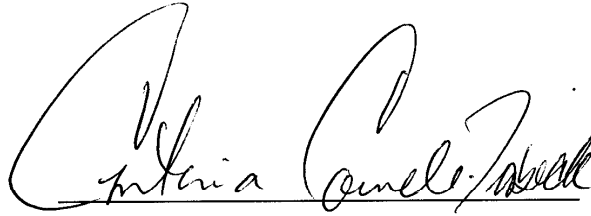
_____ (Seal) _____ (Seal)
 -Borrower -Borrower

STATE OF MICHIGAN, Allegan

County ss:

Acknowledged before me in Allegan
County, Michigan, on August 10, 2015
Randall M Schmitt and Julie L Schmitt

by



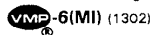
Notary Public, State of Michigan,
County of *Allegan*
My commission expires *10 5 19*
Acting in the County of Allegan

This instrument was prepared by

Praful Gham
Fifth Third Mortgage - MI, LLC
1850 East Paris, MD ROPS17
Grand Rapids, MI 49546

Loan origination organization Fifth Third Mortgage - MI, LLC
NMLS ID 447141
Loan originator Clinton Forester
NMLS ID 138084

MICHIGAN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT



Page 15 of 15

Initials: *R.S.J.* Form 3023 1/01

File No: 885897

Exhibit A

Land situated in the Village of Martin, County of Allegan, State of MI described as follows:

Lot 32, Assessor's Plat of Village of Martin, according to the Plat thereof as recorded in Liber 8 of Plats, Page 32, Allegan County Records.

Commonly known as: 1040 W Allegan St
Tax ID No.: 0342-030-032-00

STATE OF MICHIGAN Allegan County
Bob Genetski, Register of Deeds
RECORDED ELECTRONICALLY
1/25/2018 2:35 PM
Liber 4216 Page 636 - 636
M AS Fee: 30.00
Liber 4216 Page 636 # 2018001624



CORPORATION ASSIGNMENT OF MORTGAGE

Prepared By and Return To:
Sean Murphy
Fifth Third Mortgage Company
5001 Kingsley Dr, MD: 1MOB2X
Cincinnati, OH 45227

Loan Number: XXXXX7658

For valuable consideration, the undersigned, on this the 24th day of January, 2018, hereby grants, assigns, and transfers to Fifth Third Mortgage Company, 38 Fountain Square Plaza, Cincinnati, Ohio 45263 all interest under that certain Mortgage dated: August 10, 2015

Executed by: Randall M Schmitt and Julie L Schmitt, husband and wife

Mortgager as per that mortgage recorded as: INSTRUMENT#2015015697 LIBER 3955 PAGE 260

Recorded on August 20, 2015 of official records in the county recorder's office of Allegan County, State of MI, together with the Note, or Notes, therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage.

Parcel No.: 0342-030-032-00
Property Address: 1040 W ALLEGAN ST Martin, MI 49070
Mortgage Amount: One Hundred Thirty-Nine Thousand Five Hundred Fifty-Five And 00/100 Dollars (U.S. \$139,555.00)

Fifth Third Mortgage - MI, LLC
1850 East Paris
Grand Rapids, MI 49546

Kathy Kemper,
Authorized Signer

State of Ohio §
County of Hamilton

Be it remembered, that on the 24th day of January, 2018, before me, the subscribed, a Notary Public in and for said County and State, personally appeared Kathy Kemper, Authorized Signer for Fifth Third Mortgage - MI, LLC, who made oath that he/she, in the capacity mentioned above, executed the foregoing instrument as a free act and deed of said corporation.

In testimony whereof, I have hereunto subscribed my name and affixed my Notary Seal on the day and year last aforesaid.

Witness my hand and official seal

Signature:
Notary Public
My Commission Expires:



BRITTIANY J. McQUEEN
Notary Public, State of Ohio
My Commission Expires
June 26, 2022

State of Texas
County of Harris, ss

On this 19th day of November 1935, before me, a Notary Public, of Harris County, Texas, acting in Harris County, personally appeared, Hazel Hathaway Brinton to me known to be the same person named in and who executed the foregoing instrument and acknowledged the execution of the same to be her free act and deed.

(Notary)
(Seal)

C. A. Malinak
Notary Public, Harris County, Texas

My commission expires June 31, 1937

State of Texas
County of Kendall, ss

On this 18th day of November 1935, before me, a Notary Public, of Kendall County, Texas, acting in Kendall County, personally appeared, Catherine Hilda Hathaway and Margaret Hathaway to me known to be the same persons named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

(Notary)
(Seal)

Mary S. Dugosh
Notary Public, Kendall County, Texas

My commission expires June 1st, 1937

RIGHT OF WAY

Received for Record June 8th, 1936 at 8 A.M.

Arthur S. Hathaway, By heirs
to
Consumers Power Co.

Agnes P. Robinson...Register of Deeds

Arthur S. Hathaway, also known as Arthur Hathaway, son; Catherine Hilda Hathaway, also known as Hilda Hathaway, daughter; Margaret Hathaway, daughter, and Hazel Hathaway Brinton, formerly Hazel Hathaway daughter, being all the heirs at law of Arthur S. Hathaway, deceased, and Florence M. H. Hathaway, wife of said Arthur S. Hathaway, of the first part, in consideration of One Dollar (\$1.00) to them paid by the Consumers Power Company, a Maine Corporation authorized to do business in Michigan of the second part, receipt of which is hereby acknowledged, Convey and Warrant to the party of the second part, its successors and assigns, Forever, the easement and right to erect and maintain lines consisting of poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, and across the following described parcels of land, including all public highways upon or adjacent to said parcels which parcels are situate in the Township of Orangeville, County of Barry, and in the Township of Martin, County of Allegan, and State of Michigan, to-wit:

The North one-quarter ($\frac{1}{4}$) of the North one-half ($\frac{1}{2}$) of Section thirty (30) Township two (2) north, Range ten (10) west, and the north one-half ($\frac{1}{2}$) of the northeast one-quarter ($\frac{1}{4}$) of the northeast one-quarter ($\frac{1}{4}$) of Section twenty five (25) Township two (2) north, Range eleven (11) west.

The route to be taken by said line of poles, wires and cables across said land being more specifically described as follows:

One line of poles to be set South of and along and not more than fifty (50) feet from the North line of said Section thirty (30); one line of poles to be set East of and along and not more than Sixty-three (63) feet from the center line of the highway on the West side of said section thirty (30); one line of poles to be set South of and along and not more than seventy-five (75) feet from the center line of the highway on the North side of said Section twenty-five (25); also the right to erect and maintain lines of wires leading laterally from said lines of poles to the North line of said land and to the West side of said Section thirty (30).

With full right and authority to the party of the second part, its successors, licensees, lessees or assigns, and its and their agents, servants and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing and maintaining such poles and other supports, with all necessary braces, guys, anchors and transformers, and stringing thereon and supporting and suspending therefrom lines of wire or other conductors, for the transmission of electrical energy and/or communication, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines. It is expressly understood that no buildings or other structures will be placed under such wires without the written consent of said second party. Second party to pay first party for any damage to crops in erecting and maintaining said line of poles and wires.

WITNESS the hands and seals of the parties of the first part, this 5th day of October 1935.

Signed, Sealed and Delivered in Presence of:

As to: A.S.H. &
F.M. H. H.

Annida Crim

Arthur S. Hathaway

Florence M. H. Hathaway

As to: C.H.H.
& M. H.

Chas. B. Allerton

Catherine Hilda Hathaway

Chas. B. Allerton

Margaret Hathaway

Chas. E. Blackburn

Hazel Hathaway Brinton

As to: H.H.B.

Nina Nick

Chas. B. Allerton

State of Illinois
County of Cook ss

On this fifth day of October, 1935, before me, a Notary Public of Cook county, Illinois, acting in Cook County, personally appeared, Arthur S. Hathaway and Florence M. H. Hathaway to me known to be the same persons named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

(Notary) Fred C. Winship
(Seal) Notary Public, Cook County, Ill.

My commission expires March 26, 1939

State of Texas
County of Harris,ss

On this 19th day of November, 1935, before me, a Notary Public, of Harris County, Texas, acting in Harris County, personally appeared, Hazel Hathaway Brinton to me known to be the same person named in and who executed the foregoing instrument and acknowledged the execution of the same to be her free act and deed.

(Notary) C. S. Malinak
(Seal) Notary Public, Harris County, Texas

My commission expires June 31, 1937

State of Texas
County of Kendall, ss

On this 18th day of November, 1935, before me, a Notary Public of Kendall County, Texas, acting in Kendall County, personally appeared Catherine Hilda Hathaway and Margaret Hathaway to me known to be the same persons named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

(Notary) Mary S. Dugosh
(Seal) Notary Public, Kendall County, Texas

My commission expires June 1st, 1937

RIGHT OF WAY

H. Stanley Brown, et al
TO
Consumers Power Co.

Received for Record June 8, 1936 at 8 o'clock A.M.

Agnes P. Robinson..... Register of Deeds

H. Stanley Brown, also known as Stanley H. Brown, and Louise M. Brown, his wife; Harvey R. Brown, also known as Harvey Brown, and Viola Brown, his wife, Hazel Vander Molen, formerly Hazel E. Brown, Bessie Baumgardner, formerly Bessie E. Brown; Matilda F. Harding, formerly Matilda F. Brown; William M. Brown, a single man, and Helen Everley, formerly Helen M. Brown; of the first part in consideration of One Dollar (\$1.00) to them paid by the Consumers Power Company, a Maine corporation authorized to do business in Michigan, of the second part, receipt of which is hereby acknowledged, Convey and Warrant to the party of the second part, its successors and assigns, Forever, the easement and right to erect and maintain lines consisting of poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, and across the following described parcel of land, including all public highways upon or adjacent to said parcel, which parcel is situate in the Township of Martin, County of Allegan and State of Michigan, to-wit:

The West one-half (½) of the East one-half (½) of the Northeast one-quarter (¼) of Section twenty-seven (27), township two (2) North, Range eleven (11) west.

The route to be taken by said line of poles, wires and cables across said land being more specifically described as follows:

Poles in said line to be set South of and along and not more than one hundred and twenty-five (125) feet from the center line of the highway on the north side of said above described land; also the right to erect and maintain lines of wires leading laterally from said line of poles to the North line of said land.

With full right and authority to the party of the second party, its successors, licensees, lessees or assigns, and its and their agents, servants and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing and maintaining such poles and other supports, with all necessary braces, guys, anchors and transformers, and stringing thereon and supporting and suspending therefrom lines of wire or other conductors, for the transmission of electrical energy and/or communication, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines. It is expressly understood that no buildings or other structures will be placed under such wires without the written consent of said second party.

Second party to pay first party for any damage to crops in erecting and maintaining said line of poles and wires.

SANITARY SEWER EASEMENT

David Schweizer and Sherri Schweizer, husband and wife, whose principal address is 1040 West Allegan Street, Martin, Michigan 49070, party of the first part, in consideration of the sum of \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, hereby give, grant, release and convey to the City of Plainwell, Michigan, a Municipal Corporation whose principal address is 141 North Main Street, Plainwell, Michigan 49080, and to the Allegan County Board of Public Works, a Municipal Corporate whose principal address is 108 Chestnut Street, Allegan, Michigan 49010, a public easement for the constructing and operating a public sewer system pumping station on the following described parcel of land situated in the Village of Martin, Allegan County, Michigan and more particularly

described as follows:

RECORDED

APR 10 12 55 PM '81

J. D. Zitzew
REGISTER OF DEEDS
ALLEGAN COUNTY, MICH.

The North 4.0 feet of the East 6.0 feet of Lot 32 of the Assessors Plat of the Village of Martin as recorded in Liber 8 on Page 33 in the Office of the Register of Deeds, Allegan County, Michigan.

The Grantees herein, their agents or assigns, shall have the right to enter upon the aforescribed parcel for the purpose of construction, operation, maintenance repair and/or replacement of the public sanitary sewer system and appurtenances located therein and shall not be liable for any damages arising from or incidental to the exercise of the powers and privileges herein granted except for damages caused by the willful misconduct or gross negligence of the Grantees, their agent or assigns, or damages caused by the breakage of the main. Any surface or improvements, other then trees, shrubbery or other plantings disturbed by any such permitted activities of Grantees shall be restored by Grantees to a condition reasonably similar to that previously existing prior to any such activity including the reseeded of grass.

a bush to be placed around electrical pedestal
D.S. W.C.A.

The easement area shall not be improved by Grantees their agents or assigns, or built with any permanent buildings or structures without the previous consent of the Grantees. The foregoing shall not, however, prohibit the improvement of the surface for driveway, surface parking or landscaping purposes except for additional trees or shrubbery which shall not be permitted thereon.

The within easement shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

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

IN WITNESS WHEREOF, the parties hereto have executed this Easement Release this 6th day of April, 1981.

Signed in the presence of:

Malcolm C. Harper
MALCOLM C. HARPER

By: David Schweizer
DAVID SCHWEIZER

Lawrence Vander Molen
LAWRENCE VANDER MOLEN

By: Sherri L. Schweizer
SHERRI SCHWEIZER

STATE OF MICHIGAN)
COUNTY OF ALLEGAN)

ss.

On this 6th day of April, 1981, before me a Notary Public in and for said County, personally appeared David Schweizer and Sherri R. Schweizer husband and wife, to me known to be the same persons who executed the foregoing release and who severally acknowledged the same to be their free act and deed.

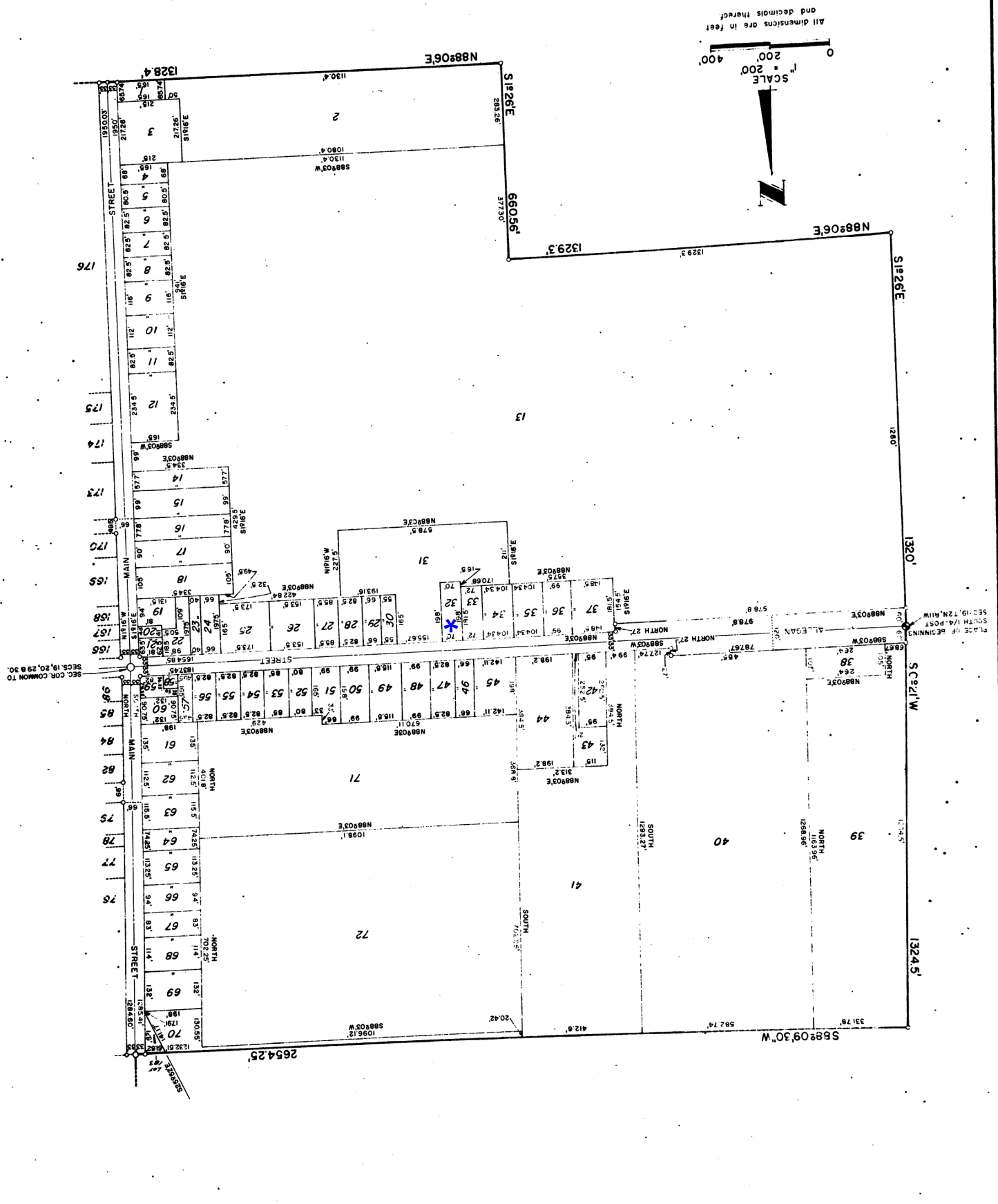
acting in Allegan County

Malcolm C. Harper
MALCOLM C. HARPER Notary Public
Kalamazoo County, Michigan
My Commission Expires Sept 20, 1981

✓ Drafted by:
M. Harper
169-171 Portage Street
Kalamazoo, Michigan

ASSESSOR'S PLAT VILLAGE OF MARTIN MARTIN TOWNSHIP, ALLEGAN COUNTY, MICHIGAN

Being a part of Sections-19, 20, 29 and 30, T2N, R11W



SCALE 1" = 200'
400'

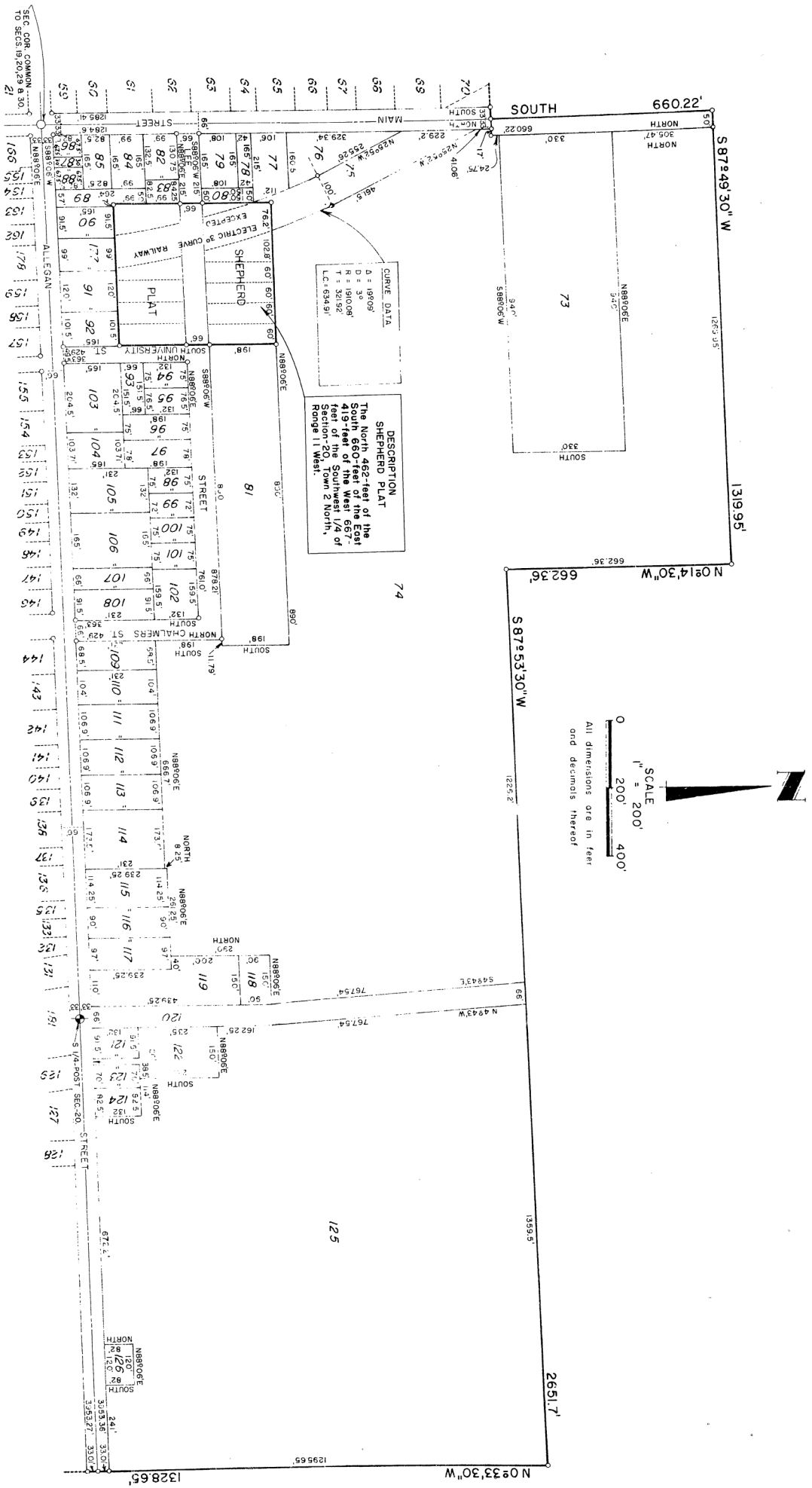


All dimensions are in feet
and decimals thereof.

ASSESSOR'S PLAT VILLAGE OF MARTIN

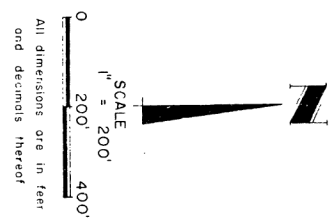
MARTIN TOWNSHIP, ALLEGAN COUNTY, MICHIGAN

Being a part of Sections - 19, 20, 29 and 30, T2N, R11W



CURVE DATA
 D = 190.0'
 D = 30'
 R = 190.008'
 T = 32.92'
 L.C. = 65.451'

DESCRIPTION PLAT SHEPHERD PLAT
 The North 462-feet of the South 660-feet of the East 413-feet of the West 667-feet of the Southwest 1/4 of Section 20, Town 2 North, Range 11 West.

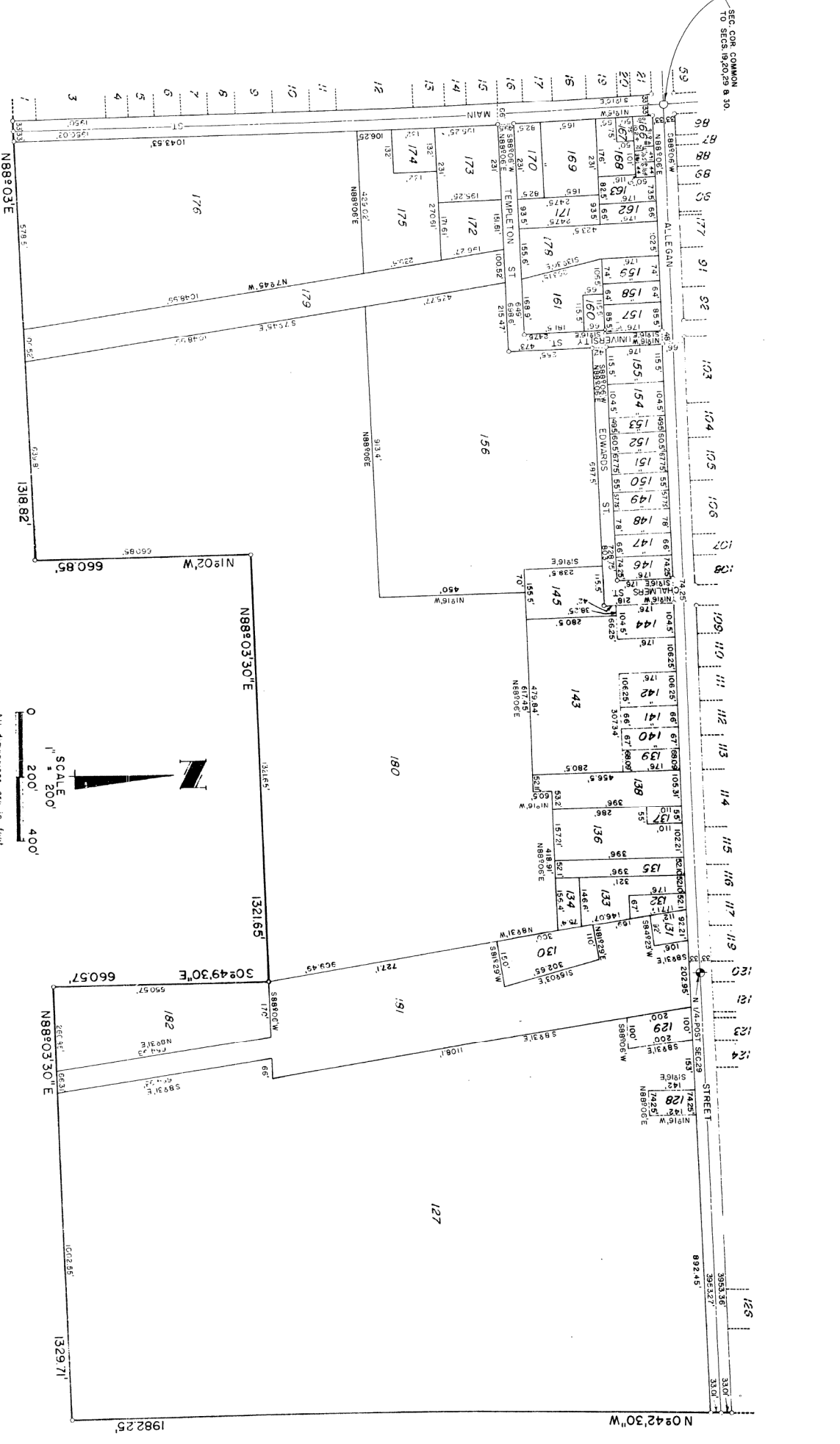


REC. CORN. COMMON TO SECS. 19, 20, 29 & 30
 SEC. 20

ASSESSOR'S PLAT VILLAGE OF MARTIN

MARTIN TOWNSHIP, ALLEGAN COUNTY, MICHIGAN

Being a part of Sections - 19, 20, 29 and 30, T2N, R11W



44-54



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

5/29/2020

To: Erik Wilson, City Administrator
From: Bryan Pond, Superintendent WR
Cc: Brian Kelley City Treasurer
RE: Plant Aerzen Blower Factory Service

The plant blowers were installed new in 2013 and now have 20,000 hours of operation each.

The request for repair is \$5093.48 The repair covers two days of work, travel, preventive maintenance checks, alignment. The majority of the work is the repair of the oil leak on #2 blower. The work is being done by a factory trained representative specialized in positive and centrifugal blower repairs. The work will include a warranty for the oil leak repair The funding is available in line item 590-540-930 "outside services



PLAINWELL PUBLIC SAFETY

Police, Fire and Medical First Responder Services

MONTHLY REPORT

April 2020

Prepared by Director Bill G. Bomar

A handwritten signature in black ink, consisting of the letters "B" and "G" intertwined.

Plainwell Department of Public Safety

Scheduled Hours By Activity for April 2020

The categories listed below are based on law enforcement related activities and the hours that scheduled road patrol personnel spend in the 4 major areas.

Total Hours
1,050

Percentage of Total Hours

TOTAL ROAD PATROL HOURS SCHEDULED FOR THE MONTH

The Hours officers are scheduled for road patrol or other uniformed functions. These are fixed shifts which generally carry assigned duties.

Totals of all the below mentioned areas.

HOURS SPENT INVESTIGATING OR HANDLING CRIMINAL COMPLAINTS

The Hours Scheduled for criminal investigations of complaints that are in violation of a criminal law that an individual could be arrested and jailed for.

Examples include: Burglaries, Robberies, Drunk Driving, All Sex Offenses, Alcohol Offenses, Larcenies, Etc.

HOURS SPENT INVESTIGATING OR HANDLING NON-CRIMINAL COMPLAINTS

The Hours Scheduled for Calls for Service or Complaints that require investigation but are not criminal in nature.

Examples include: Auto Accidents, Accidental Fires, Traffic Citations, Property Inspections, Etc.

HOURS SPENT ON SUPPORT OR PERIPHERAL ACTIVITIES

The Hours Scheduled for required duties however are not criminal or non-criminal in nature and are supporting functions.

Examples include: Report Writing, Court, Directed Patrol, Foot Patrol, On Duty Training, Transport of Paperwork to the Court, Evidence to the Crime Lab, Etc.

TOTAL UNOBLIGATED PATROL HOURS

The Hours of Scheduled Road Patrol left over that officers are not assigned to an activity or working on a complaint.

Examples include: General Preventive Patrol, Building Security Checks, Etc.

Note: This also includes any break time the officers take during their shift.

TOTAL HOURS OBLIGATED TO DUTIES, COMPLAINTS, INVESTIGATIONS, ETC.

It is recommended by the International Association of Chiefs of Police (IACP) that no more than 65% to 70% of an officers time on duty, be obligated to complaints, investigations, activities or assigned responsibilities. The rationale behind this is to assure that officers are available for emergencies without unreasonable delay and provide for preventive and traffic patrol duties.

37 3.52%

287 27.32%

335 31.90%

391 37.26%

659 62.74%

Plainwell Department of Public Safety

Complaints/Activities for April 2020

ARRESTS

| | | |
|--------------------------|----------|--|
| CUSTODIAL ARRESTS | 3 | <i>An individual taken into custody for a criminal offense and jailed for that offense.</i> |
| ARREST COUNTS | 4 | <i>Criminal complaints or cases cleared by the custodial arrest or issuance of a warrant(s).</i> |

TRAFFIC ENFORCEMENT & CITATIONS

| | | |
|---|-----------|---|
| HAZARDOUS CITATIONS | 1 | <i>Uniform Law Citations issued by officers to individuals for moving traffic violations. (Drag racing, Speeding, etc.)</i> |
| NON-HAZARDOUS CITATIONS | 2 | <i>Uniform Law Citations issued by officers to individuals for NON-moving traffic violations. (Registration, Equipment, Etc.)</i> |
| DRUNK DRIVING CITATIONS | 6 | <i>This is an activity that we specifically monitor that would normally be considered a hazardous citation.</i> |
| PARKING CITATIONS | 0 | <i>Citations issued in violation of city ordinance. This would include Overnight Parking, Time Limitation Parking, etc.</i> |
| VERBAL WARNINGS | 3 | <i>Traffic enforcement where no citation was issued but warnings were given.</i> |
| TOTAL TRAFFIC CITATIONS/WARNINGS | 12 | |

COMPLAINTS

| | | |
|-------------------------------------|------------|---|
| ORIGINAL DISPATCH COMPLAINTS | 210 | <i>Complaints that are call in or the officer is dispatched to by Allegan County Central Dispatch (911) or our business office.</i> |
| PATROL INITIATED COMPLAINTS | 3 | <i>Complaints observed by the officer while on patrol or came to their attention by personal observation.</i> |
| TOTAL COMPLAINTS | 213 | |

OTHER ACTIVITIES

| | | |
|---|------------|--|
| MOTORISTS ASSISTS | 0 | <i>Motorist contacts caused by mechanical breakdown or similar problem.</i> |
| PROPERTY INSPECTIONS | 0 | <i>Checks of homes or business specifically requested by a home or business owner.</i> |
| MOTOR VEHICLE ACCIDENTS | 3 | <i>Total motor vehicle accidents both on public roads or private property.</i> |
| COMMERCIAL BUILDING SECURITY CHECK | 0 | <i>Nightly security inspections of business' conducted by officers to assure windows and doors are locked.</i> |
| FOUND UNSECURED | 163 | <i>The number of business' found unlocked or unsecured.</i> |

Classification of Crimes Reported

| File Class | CRIMES AGAINST PERSON | April | Year to Date |
|------------------------------|--|-------|--------------|
| 900 | Murder and Non-Negligent Manslaughter | 0 | 0 |
| 1000 | Kidnapping | 0 | 0 |
| 1100 | Sexual Assault | 0 | 2 |
| 1200 | Robbery | 0 | 0 |
| 1300 | Aggravated & Non-Aggravated Assault | 0 | 23 |
| PROPERTY CRIMES | | | |
| 2000 | Arson | 0 | 0 |
| 2100 | Extortion | 0 | 0 |
| 2200 | Burglary | 0 | 2 |
| 2300 | Larceny | 5 | 19 |
| 2400 | Motor Vehicle Theft | 0 | 0 |
| 2500 | Forgery/Counterfeiting | 0 | 2 |
| 2600 | Fraudulent Activities | 2 | 8 |
| 2700 | Embezzlement | 0 | 0 |
| 2800 | Stolen Property - Buying, receiving | 0 | 0 |
| 2900 | Damage to Property | 1 | 5 |
| 3500 | Violation of Controlled Substances Act | 1 | 2 |
| MORALS/DECENCY CRIMES | | | |
| 3600 | Sex Offenses (Other than Sexual Assault) | 1 | 3 |
| 3700 | Obscenity | 0 | 0 |
| 3800 | Family Offenses | 0 | 5 |
| 4100 | Liquor Violations | 0 | 0 |
| PUBLIC ORDER CRIMES | | | |
| 4800 | Obstructing Police - Offenses Which Interfere with Investigations | 0 | 0 |
| 4900 | Escape/Flight - Fleeing and Eluding a Officer's Custody | 0 | 2 |
| 5000 | Obstructing Justice | 1 | 5 |
| 5200 | Weapons Offenses | 0 | 0 |
| 5300 | Public Peace | 2 | 22 |
| 5400 | Traffic Investigations - Any Criminal Traffic Complaints | 2 | 8 |
| 5500 | Health and Safety | 9 | 20 |
| 5600 | Civil Rights | 0 | 0 |
| 5700 | Invasion of Privacy | 2 | 4 |
| 6200 | Conservation Law Violation | 0 | 0 |
| 7300 | Miscellaneous Criminal Offense | 0 | 0 |
| GENERAL NON-CRIMINAL | | | |
| 9100 | Juvenile/Minor/School Complaints | 0 | 0 |
| 9200 | Civil Custody | 0 | 0 |
| 9300 | Traffic Non-Criminal (Reports Only - Does not include Citations Issued) | 4 | 33 |
| 9400 | False Alarm Activation | 2 | 10 |
| 9500 | Fires (Other than Arson) | 5 | 10 |
| 9700 | Accidents, All Other | 0 | 0 |
| 9800 | Inspections, Unfounded FIRS | 32 | 129 |
| 9900 | General Assistance (All Except Other Police Agencies) | 63 | 245 |
| 9911 & 9912 | General Assistance (Other Police Agencies) | 58 | 182 |
| FIRS | Medical First Responder | 23 | 109 |



April Reports for Plainwell Department of Public Safety

PRIORITY 1 ASSISTS OUTSIDE OF JURISDICTION

The Plainwell Department of Public Safety was dispatched to 58 calls for assistance outside the city limits of Plainwell by Allegan County Central Dispatch.

These calls were classified as priority 1 assists.

Fire Suppression/Call Out Incident Report

| Date | Dispatch Time | Arrival Time | Location | Incident Type | Actions taken | Apparatus | PSO | POC |
|----------|---------------|--------------|--------------------|----------------|-------------------------|------------------------|-----|-----|
| 4/4/20 | 2251 | 2253 | 320 Brigham Street | Medical | Medical | Patrol | 2 | 0 |
| 4/6/20 | 1913 | | 378 W. Hammond | Structure fire | Cancelled enroute | E-17 | 4 | 7 |
| 4/16/20 | 1244 | 1253 | 334 W. Franklin | Structure fire | Manpower | E-17, E-11, T-63 | 6 | 6 |
| 4/17/20 | 1414 | 1424 | US131 | Car fire | Investigate | E-11 | 4 | 4 |
| 04/20/20 | 1347 | 1355 | 133 Court Street | Smoke smell | Investigate | E-11 | 6 | 7 |
| 4/21/20 | 1402 | 1406 | 427 Hicks Street | Structure fire | Extinguish, investigate | E-11, E-17, T-63, S-62 | 8 | 6 |
| 04/25/20 | 2100 | 2106 | 226 E. Plainwell | Medical | Medical | Patrol | 4 | 4 |

Calls for Service at Plainwell Schools

Plainwell High School: 2
684 Starr Road

Plainwell Middle School: 0
720 Brigham Street

Early Childhood Development: 0
307 E. Plainwell Street

Admin, Maintenance & Bus Garage: 0
600 School Drive

Gilkey School: 1
707 S. Woodhams Street

Starr Elementary: 0
601 school Drive

Renaissance School: 0
422 Acorn Street

Community Center: 0
798 E. Bridge Street

Investment Activity Report



“The Island City”

City of Plainwell

Investment Portfolio Detail - Unaudited

at: 05/31/2020

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: 2020.06.03 11:11:19 -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 | \$129,469 | Michigan Class | Rich Garay - 734.604.1494 | 03/28/2016 | | 0.86% | |
| 2 | 18-Month CD | N/A | \$158,347 | Northstar Bank | Julie Smith - 810.329.7104 | 02/13/2019 | 08/12/2020 | 2.45% | 73 |
| 3 | 365-Day CD | N/A | \$106,047 | Grand River Bank | Christy Vierzen - 616.259.1322 | 06/11/2019 | 06/10/2020 | 2.75% | 10 |
| 4 | | | | | | | | | |
| 5 | | | | | | | | | |
| 6 | | | | | | | | | |
| 7 | | | | | | | | | |
| 8 | | | | | | | | | |
| 9 | | | | | | | | | |
| 10 | | | | | | | | | |
| 11 | | | | | | | | | |
| 12 | | | | | | | | | |
| 13 | | | | | | | | | |
| 14 | | | | | | | | | |
| 15 | * Trust Funds in Pool | | -\$29,590 | | Non-City Funds included in MIClass | | | | |

Total Investments: \$364,272.44

Average Yield: 2.02%

Cash Activity for the Month

Cash, beginning of month: \$1,539,652.31

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

Erik J. Wilson, City Manager

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

Insert Signature:

Erik Wilson

Digitally signed by Erik Wilson
Date: 2020.06.05 13:55:41 -04'00'

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

CITY OF PLAINWELL

ESTIMATED CASH BALANCE/FUND BALANCE REPORT

MONTH ENDED: **5/31/2020**

% OF FISCAL YEAR: **91.80%**

| 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 | 1,995,978 | 1,879,470 | 523,067 | 446,432 | 2,213,084 | 84.93% |
| Major Streets | 134,537 | 160,432 | 339,585 | 519,559 | (19,542) | (1,965) | 843,278 | 61.61% |
| Local Streets | 86,069 | 63,279 | 98,934 | 127,559 | 34,654 | 70,554 | 172,896 | 73.78% |
| Solid Waste | 26,368 | 897 | 171,093 | 159,609 | 12,381 | 33,576 | 198,493 | 80.41% |
| Fire Reserve | 66,545 | 66,545 | 87,244 | 79,431 | 74,358 | 74,359 | 78,101 | 101.70% |
| Airport | 23,694 | 26,902 | 50,612 | 50,641 | 26,873 | 22,147 | 52,305 | 96.82% |
| Revolving Loan | 37,114 | 62,517 | 9,136 | 10,000 | 61,653 | 36,250 | 10,000 | 100.00% |
| Capital Improvement | 58,423 | 59,044 | 131,804 | 145,948 | 44,900 | 44,900 | 184,947 | 78.91% |
| Brownfield BRA | 31,460 | 30,633 | 80,236 | 169,374 | (58,505) | (59,631) | 109,101 | 155.25% |
| Tax Increment TIFA | 70,235 | 69,678 | 77,005 | 50,464 | 96,219 | 94,333 | 59,830 | 84.35% |
| Downtown DDA | 24,623 | 22,625 | 64,370 | 39,569 | 47,426 | 47,959 | 54,413 | 72.72% |
| Sewer | 816,042 | 724,580 | 1,538,275 | 1,409,006 | 853,849 | 865,929 | 1,806,972 | 77.98% |
| Water | 144,104 | 90,348 | 472,470 | 637,320 | (74,503) | (29,858) | 848,451 | 75.12% |
| Equipment | 148,654 | 143,866 | 213,197 | 134,314 | 222,749 | 222,565 | 240,398 | 55.87% |
| OPEB** | 63,821 | 64,502 | 20,354 | 15,515 | 69,340 | 68,913 | 21,127 | 73.44% |
| | <u>2,089,917</u> | <u>1,992,407</u> | <u>5,350,293</u> | <u>5,427,778</u> | <u>1,914,922</u> | <u>1,936,463</u> | <u>6,893,397</u> | <u>78.74%</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: Erik Wilson <small>Digitally signed by Erik Wilson Date: 2020.06.05 13:56:18 -04'00'</small> | Insert Signature: Brian Kelley <small>Digitally signed by Brian Kelley Date: 2020.06.03 11:14:21 -04'00'</small> |

06/04/2020

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL
EXP CHECK RUN DATES 06/08/2020 - 06/08/2020
JOURNALIZED OPEN
BANK CODE: UBAP - CHECK TYPE: PAPER CHECK

| Vendor Code | Vendor Name | Description | Amount |
|--|-------------------------------------|--|--------|
| 000004 | PLAINWELL AUTO SUPPLY INC | | |
| | 2020.05 | MAY 2020 PARTS/SUPPLIES | 384.83 |
| TOTAL FOR: PLAINWELL AUTO SUPPLY INC | | | 384.83 |
| 000007 | BATTERIES PLUS BULBS | | |
| | P27003526 | DPS - BATTERIES FOR AIR PACKS | 89.69 |
| TOTAL FOR: BATTERIES PLUS BULBS | | | 89.69 |
| 000010 | RIDDERMAN & SONS OIL CO INC | | |
| | 59309 | FILL RITE 807C METER - REPLACEMENT & LABOR | 234.99 |
| TOTAL FOR: RIDDERMAN & SONS OIL CO INC | | | 234.99 |
| 000077 | MCMASTER-CARR SUPPLY | | |
| | 39736292 | WR - DIGITAL CLOCK | 64.93 |
| TOTAL FOR: MCMASTER-CARR SUPPLY | | | 64.93 |
| 000079 | ALLEGAN COUNTY NEWS | | |
| | 3338 | 04/13/20 COUNCIL SUMMARY | 160.00 |
| TOTAL FOR: ALLEGAN COUNTY NEWS | | | 160.00 |
| 000095 | ONE WAY PRODUCTS INC | | |
| | 728478 | WR - C FOLD TOWELS, 10 CASES | 299.28 |
| TOTAL FOR: ONE WAY PRODUCTS INC | | | 299.28 |
| 000104 | HARDINGS MARKET 380 | | |
| | 2020.06 | GARBAGE BAGS FOR LEAD/COPPER TESTING | 2.69 |
| TOTAL FOR: HARDINGS MARKET 380 | | | 2.69 |
| 000138 | AMERICAN OFFICE SOLUTIONS | | |
| | IN235653 | DPS COPIER BASE & USAGE THROUGH 05/21/2020 | 78.84 |
| TOTAL FOR: AMERICAN OFFICE SOLUTIONS | | | 78.84 |
| 000269 | DINGES FIRE COMPANY | | |
| | 10379 | FIRE BRAKE FOAM, CLASS "A" (5) | 374.75 |
| TOTAL FOR: DINGES FIRE COMPANY | | | 374.75 |
| 000624 | AIS CONSTRUCTION-JOHNDEERE POWERPLN | | |
| | G46585 | MISC. PARTS FOR BOBCAT | 139.74 |
| TOTAL FOR: AIS CONSTRUCTION-JOHNDEERE POWERPLN | | | 139.74 |
| 000885 | KENDALL ELECTRIC INC | | |
| | S109160775.001 | FACE MASK - COVID 19 | 437.38 |
| TOTAL FOR: KENDALL ELECTRIC INC | | | 437.38 |

| | | | |
|--|-------------------------------------|--|----------|
| 000947 | WYOMING ASPHALT & PAVING INC. | | |
| | 2020-006 | MATERIALS PURCHASED 5/06/20 - 5/08/20 | 537.49 |
| TOTAL FOR: WYOMING ASPHALT & PAVING INC. | | | 537.49 |
| 000962 | STATE OF MICHIGAN | | |
| | 2020.05 | STORM WATER INDUSTRIAL RECERT - B POND | 95.00 |
| TOTAL FOR: STATE OF MICHIGAN | | | 95.00 |
| 001448 | PROFESSIONAL CODE INSPECTIONS | | |
| | 6354 | MAY 2020 PERMITS | 1,540.00 |
| TOTAL FOR: PROFESSIONAL CODE INSPECTIONS | | | 1,540.00 |
| 001610 | DALE W. HUBBARD, INC (CLEAN EARTH) | | |
| | 297802 | VACTOR CATCH BASINS, THOMAS ST | 966.60 |
| TOTAL FOR: DALE W. HUBBARD, INC (CLEAN EARTH) | | | 966.60 |
| 001645 | ALEXANDER CHEMICAL CORPORATION | | |
| | 24597 | WR - CHLORINE (4), SULFUR DIOXIDE (2) | 733.00 |
| | 24733 | WR - CONTAINER DEPOSIT RETURN | (500.00) |
| | 25102 | DPW - CONTAINER RENTAL FEE | 44.50 |
| | 25103 | WR - CONTAINER RENTAL FEES | 186.00 |
| | 25345 | DPW - CONTAINER RENTAL ADJUSTMENT | (31.00) |
| | 25346 | WR - CONTAINER RENTAL FEE ADJUSTMENT | (126.50) |
| TOTAL FOR: ALEXANDER CHEMICAL CORPORATION | | | 306.00 |
| 002018 | CDW-G | | |
| | XWF7088 | WR - LAP TOP FOR DAILY READS/LAB DATA/TRAINING | 780.34 |
| TOTAL FOR: CDW-G | | | 780.34 |
| 002365 | C-COMM | | |
| | 19241 | TEST TORNADO SIREN, REPLACE BATTERIES | 152.50 |
| TOTAL FOR: C-COMM | | | 152.50 |
| 002402 | STEENSMA LAWN & POWER EQUIPMENT | | |
| | 710578 | SLIDE RAIL FOR CHAIN SAW | 3.63 |
| | 710689 | WEED WHIP PARTS/SUPPLIES | 63.97 |
| | 710712 | OIL FOR WEED WHIPS, CHAIN SAWS, BLOWERS, ETC. | 66.42 |
| TOTAL FOR: STEENSMA LAWN & POWER EQUIPMENT | | | 134.02 |
| 002650 | FUEL MANAGEMENT SYSTEM/PACIFIC PRID | | |
| | 88049 | POLICE/FIRE FUEL 05/16/20 - 05/31/20 | 422.65 |
| TOTAL FOR: FUEL MANAGEMENT SYSTEM/PACIFIC PRID | | | 422.65 |
| 002661 | JIM KOESTNER INC | | |
| | 6027088 | CAR# 4 - OIL & FILTER CHANGE | 29.31 |
| TOTAL FOR: JIM KOESTNER INC | | | 29.31 |
| 002708 | MORGAN BIRGE' & ASSOCIATES | | |
| | 56437 | JUNE 2020 PHONE MAINTENANCE | 130.00 |
| TOTAL FOR: MORGAN BIRGE' & ASSOCIATES | | | 130.00 |
| 003036 | ALLSHRED SERVICES | | |

| | | |
|--|--|----------|
| 234301 | SHREDDING SERVICES MAY 2020 | 58.35 |
| TOTAL FOR: ALLSHRED SERVICES | | 58.35 |
| 004175 | JEFF LEHMANN | |
| 19/20SHOE | 19/20 SHOE ALLOWANCE | 110.22 |
| TOTAL FOR: JEFF LEHMANN | | 110.22 |
| 004221 | R.W.LAPINE INC MECHANICAL CONTRACTO | |
| 21384 | WR - SEMI ANNUAL HVAC PM SERVICE | 186.00 |
| TOTAL FOR: R.W.LAPINE INC MECHANICAL CONTRACTO | | 186.00 |
| 004807 | OTIS ELEVATOR COMPANY | |
| CVK65023620 | 6/01/20 - 8/31/20 ELEVATOR SERVICE IN BACK OF MILL | 140.22 |
| TOTAL FOR: OTIS ELEVATOR COMPANY | | 140.22 |
| 004844 | SHEIBELS TIMOTHY | |
| 2020-05 | DPS - CONTINUING EDUCATION | 250.00 |
| TOTAL FOR: SHEIBELS TIMOTHY | | 250.00 |
| 004855 | PLAINWELL ACE HARDWARE | |
| 5226 | WR - CAULK, ISOPRPYL ALC, TRIPLE ACTION 4M | 67.96 |
| 5281 | AIRPORT - FLAG POLE ROPE | 11.99 |
| 5284 | HICKS PARK - IRRIGATION PARTS | 3.43 |
| 5289 | CEMENT, SUMMER SUPPLY FOR SHOP | 276.78 |
| 5297 | METAL REPAIR TAPE FOR DPS | 9.99 |
| 5299 | KNEE PADS FOR FLOWERS | 17.98 |
| 5310 | SEED - FLOWER PLANTING | 29.99 |
| 5325 | CAUTION TAPE | 9.99 |
| 5326 | AIRPORT - GREASE, ANTIFREEZE, ROUNDUP | 72.95 |
| 5327 | IRRIGATION REPAIR | 7.55 |
| 5328 | IRRIGATION REPAIR | 6.99 |
| 5333 | IRRIGATION REPAIR | 0.89 |
| 5337 | IRRIGATION REPAIR | 3.78 |
| 5355 | IRRIGATION REPAIR | 12.37 |
| 5357 | IRRIGATION REPAIR | 13.98 |
| 5359 | IRRIGATION REPAIR | 7.55 |
| 5360 | IRRIGATION REPAIR | 9.58 |
| 5364 | GRASS SEED | 29.99 |
| 5379 | BACKFLOW PREVENTER VALVE | 59.99 |
| 5381 | STENCIL FOR VOTING SIGN | 6.59 |
| 5418 | WR - TRIMMER WITH EXTRA BATTERY | 428.97 |
| TOTAL FOR: PLAINWELL ACE HARDWARE | | 1,089.29 |
| 004870 | RIGHT WAY CONTROL | |
| 1209 | WEED CONTROL FOR FLOWER BEDS AROUND DPS | 75.00 |
| TOTAL FOR: RIGHT WAY CONTROL | | 75.00 |
| 004894 | ASCENSION MICHIGAN AT WORK | |
| 390957 | CHAIN OF CUSTODY DPW 5/06/2020 | 22.00 |
| TOTAL FOR: ASCENSION MICHIGAN AT WORK | | 22.00 |
| 005024 | DIEMER'S FARM & GREENHOUSE LLC | |

| | | |
|---|--|----------|
| 2020.05FLOWERS | 2020 CITY WIDE FLOWERS, CONCRETE POTS & FLOWER 1 | 4,714.00 |
| TOTAL FOR: DIEMER'S FARM & GREENHOUSE LLC | | 4,714.00 |

| | | | |
|-------------------------------|----------------------------|--------------------------------------|----------|
| 005025 | ZEINTRA GREENHOUSE 1182 | 2020 FLOWERS - BASKETS, BRIDGE, POTS | 3,960.00 |
| TOTAL FOR: ZEINTRA GREENHOUSE | | | 3,960.00 |

| | | | |
|----------------------------------|--------------------------------|----------------|----------|
| 005034 | JETT PUMP & VALVE LLC 19969 | WR - WILO PUMP | 1,908.85 |
| TOTAL FOR: JETT PUMP & VALVE LLC | | | 1,908.85 |

| | | | |
|-----------------------------------|-----------------------------------|---------------------------|--------|
| 005038 | BARNES & THORNBURG LLP 2348638 | APRIL 2020 LEGAL SERVICES | 399.00 |
| TOTAL FOR: BARNES & THORNBURG LLP | | | 399.00 |

TOTAL - ALL VENDORS 20,273.96

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: 2020.06.04 12:01:41 -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: 2020.06.05 11:46:42 -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: 2020.06.04 15:05:21 -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:

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: 2020.06.04 12:24:06 -04'00'

Erik J. Wilson, City Manager

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

Insert Signature:

Erik Wilson

Digitally signed by Erik Wilson
Date: 2020.06.05 13:55:18 -04'00'

06/04/2020

CHECK REGISTER FOR CITY OF PLAINWELL
CHECK DATE FROM 05/27/2020 - 06/15/2020

| Check Date | Bank | Check | Vendor Name | Description | Amount |
|--|-------|---------|------------------------------------|--|-----------------|
| Bank CBGEN Chemical Bank - General AP Account | | | | | |
| Check Type: ACH Transaction - OPEB Trust Contribution | | | | | |
| 05/28/2020 | CBGEN | 1759(A) | CONSTELLATION TRUST COMPANY | 2019 OPEB TRUST CONTRIBUTION | 1,959.00 |
| Total ACH Transaction: | | | | | <u>1,959.00</u> |
| Check Type: EFT Transfer - Automatic Payments | | | | | |
| 05/27/2020 | CBGEN | 1758(E) | FIRST NATIONAL BANK (CREDIT CARD) | May 22, 2020 City Credit Card | 1,728.39 |
| 06/05/2020 | CBGEN | 1760(E) | UNITED HEALTHCARE INSURANCE COMPAN | RETIREE HEALTH INSURANCE JUNE 2020 - WHI | 215.49 |
| 06/05/2020 | CBGEN | 1761(E) | UNITED HEALTHCARE INSURANCE COMPAN | RETIREE HEALTH INSURANCE JUNE 2020 - TOW | <u>208.32</u> |
| Total EFT Transfer: | | | | | <u>2,152.20</u> |
| Bank UBAP United Bank - General Checking | | | | | |
| Check Type: EFT Transfer - Automatic Payments | | | | | |
| 06/15/2020 | UBAP | 139(E) | CITY OF PLAINWELL | JUNE 2020 CITY UTILITY BILLS | 899.26 |
| 06/03/2020 | UBAP | 140(E) | STATE OF MICHIGAN | MAY 2020 SALES TAX REMITTANCE | 17.62 |
| 06/05/2020 | UBAP | 141(E) | CENTURYLINK | APRIL 2020 LONG DISTANCE | <u>0.72</u> |
| Total EFT Transfer: | | | | | <u>917.60</u> |
| Check Type: Paper Check - Manual Checks | | | | | |
| 06/01/2020 | UBAP | 15977 | C.O.P.S. HEALTH TRUST | JUNE 2020 DENTAL & VISION | 1,455.21 |
| 06/01/2020 | UBAP | 15978 | MADISON NATIONAL LIFE INSURANCE CO | JUNE 2020 LIFE INSURANCE COVERAGE | 100.77 |
| 06/01/2020 | UBAP | 15979 | PRIORITY HEALTH | JUNE 2020 HEALTH INSURANCE PREMIUM | 19,273.40 |
| 06/01/2020 | UBAP | 15980 | RICHMOND, MICHAEL J | ASSESSING SERVICES JUNE 2020 | 1,500.00 |
| 05/29/2020 | UBAP | 15981 | POSTMASTER | TO MAIL UTILITY BILLS | 605.50 |
| 06/01/2020 | UBAP | 15982 | CONSUMERS ENERGY | ELECTRICITY THROUGH 5/25/2020 | 11,422.46 |
| 06/01/2020 | UBAP | 15983 | VERIZON | DPW/WR DESK PHONES 04/18/20 - 05/17/20 | 1,566.85 |

| | | | | | |
|------------|------|-------|-----------------------------------|---|--------|
| 06/01/2020 | UBAP | 15984 | CHARTER COMMUNICATIONS (SPECTRUM) | DPS PHONES/INTERNET/TV THROUGH 06/18/20 | 443.32 |
| 06/01/2020 | UBAP | 15985 | PITNEY BOWES/PURCHASE POWER | POSTAGE ON METER 04/21/2020 | 150.00 |

Total Paper Check: 36,517.51


REPORT TOTALS:


Total of 16 Checks: 41,546.31

Less 0 Void Checks: 0.00

Total of 16 Disbursements: 41,546.31

Off Cycle Payment Authorization

| Brian Kelley, City Clerk/Treasurer |
|---|
| <p>I verify that I have reviewed the off-cycle payments listed above and to the best of my knowledge the listing is accurate and complies with the City's purchasing policy.</p> |
| <p>Insert Signature:</p> <div style="text-align: right; margin-top: 20px;">  <p>Brian Kelley <small>Digitally signed by Brian Kelley Date: 2020.06.04 10:11:35 -04'00'</small></p> </div> |

| Erik J. Wilson, City Manager |
|---|
| <p>I verify that I have reviewed the off-cycle payments listed above and to the best of my knowledge the listing is accurate and complies with the City's purchasing policy.</p> |
| <p>Insert Signature:</p> <div style="text-align: right; margin-top: 20px;">  <p>Erik Wilson <small>Digitally signed by Erik Wilson Date: 2020.06.05 13:54:55 -04'00'</small></p> </div> |



MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION

May 27, 2020

Brad Keeler
City of Plainwell
211 N. Main Street
Plainwell, MI 49080

Dear Mayor Keeler:

On behalf of the Michigan Economic Development Corporation (MEDC), I would like to congratulate you and the City of Plainwell on your recent achievement as a Certified Redevelopment Ready Community (RRC).

As a result of this accomplishment, the City of Plainwell now joins an elite list of 38 communities in the state that have received this recognition, demonstrating you have met RRC Best Practices and are proactively planning, zoning and marketing your city to achieve your development vision.

As we work together toward economic recovery following this crisis, your RRC Certification will be more valuable than ever, as it signals to developers that the City of Plainwell is open for business, with a streamlined and organized development review process in place. After undergoing the years-long process of achieving certification, the City of Plainwell is now officially recognized for its efforts to become the type of attractive place where talent will want to live and work, and businesses will want to invest and grow.

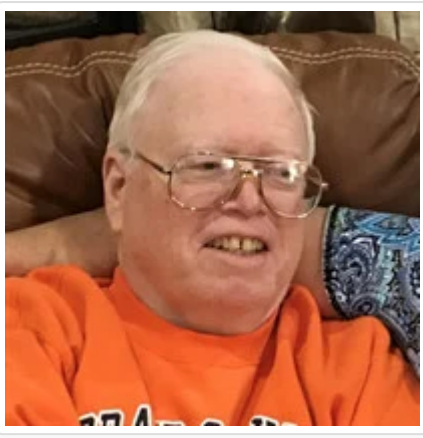
With this certification, your community will now unlock ongoing benefits, including continued technical assistance funding; site-specific pre-development assistance funding; access to the MEDC's Redevelopment Services Team to help market and promote your redevelopment sites; access to free training opportunities; and more. I encourage you to take advantage of these valuable resources as you continue to support your community's growth moving forward.

Congratulations once again to you, your local leaders, your hard-working municipal staff, and especially Erik Wilson, City Manager and Denise Siegel, Community Development Manager, for your tireless investments into making your community redevelopment ready. We look forward to further strengthening our partnership with your community and its stakeholders as you continue implementing your local vision for success.

Sincerely,

Mark A. Burton
Chief Executive Officer

PURE MICHIGAN®



Charles Thomas Carten

December 23, 1937 - June 3, 2020

Charles “Chuck” Carten passed away on June 3, 2020, at the age of 82. Chuck was born on December 23, 1937 to Charles & Theressa (Snyder) Carten. Chuck married Charlene on January 23, 1960. He served his country proudly in the US Navy from 1955 to 1958. He is survived by his wife Charlene; his children: Kimberly Cochran, Karen Carten and Becky (Julie) Carten-Crandell; four grandchildren: Trevor Cochran, Mindy (Michael) Daws, Leah Carten-Crandell and Aaron Carten-Crandell; great grandchildren: Ryleigh Daws, Hayden Daws; his uncle Pete Snider and several nieces and nephews. He was preceded in death by his parents and his sister Bonnie (Leslie) Sweeris. Memorial donations may be made to Paws with a Cause or Hospice of Holland.

While visiting Chuck’s webpage at www.mccowensecond.com please sign the guestbook by lighting a candle, and/or sharing a memory with the family.

Arrangements being made by McCowen and Secord Funeral Home; Marshall & Gren Chapel in Plainwell, MI.

Cemetery

Events

Hillside Cemetery

Gun Plain Township, MI,

JUN 9 **Visitation** 12:00PM - 01:00PM

9

Marshall-Gren Chapel

120 South Woodhams Street, Plainwell, MI, US, 49080

JUN 9 **Graveside Service** 01:00PM

9

Hillside Cemetery

Gun Plain Township, MI, US

Comments



“ Small Garden Dish was purchased for the family of Charles Thomas Carten.



2 hours ago



“ To the family Love and Prayers. He will be missed. Love, Chet and Shirley Babrick

Shirley Babrick - 3 hours ago



“ So sorry for your loss.

Lori Snyder-Steele

Lori Steele - 8 hours ago



“ My sympathies to the family.
Herb Ayres

Herbert Ayres - 8 hours ago



“ Barb Sherbert lit a candle in memory of Charles Thomas Carten



Barb Sherbert - Yesterday at 08:14 PM



“ Sarah Duram lit a candle in memory of Charles Thomas Carten



Sarah Duram - Yesterday at 06:14 PM



“ Lovely One Spathiphyllum Plant was purchased for the family of Charles Thomas Carten.



Yesterday at 05:55 PM

Reports & Communications:

A. Wastewater Treatment Service Agreement – Village of Martin

On September 15, 2006, the City and the Village of Martin entered into an agreement which cited that the termination date is thirty (30) years from the execution date. The Village is now seeking funding to approve its infrastructure, the approve of which requires that the term of the original agreement be extended until the final maturity date of the new loan (40 years from the date of the loan being issued). Council is being asked to consider the amendment to show the new terms. Additionally, the City wishes to assign to the Village an easement executed in 1981, to allow the Village to complete its infrastructure improvements.

Recommended action: Council should consider approving an amendment to the 2006 Wastewater Treatment Service Agreement, as presented, and the assignment of the 1981 Easement to the Village of Martin, as presented, and authorize the City Manager to execute all documents related to the approved action.

B. WR – Plant Blower Preventative Maintenance – Factory Service

Superintendent Pond reports an oil leak and other preventative maintenance repairs are needed in the Plant Blowers, which are in constant operation. The work needs to be done by specialists factory-trained in the technical functionalities of the blower. The oil leak work will be covered under warranty.

Recommended action: Council should consider approving a sole-source repair to check alignment and fix an oil leak in the plant blowers, from Aerzen USA Corporation, in the amount of \$5,093.48.

C. Draft BRA/TIFA/DDA Budget

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

Recommended action: Council should consider approving the draft budget as presented.

Reminder of Upcoming Meetings

- June 11, 2020 – Allegan County Board of Commissioners – 7:00pm
- June 17, 2020 – Plainwell Planning Commission – 7.00pm
- June 9, 2020 – Plainwell DDA/BRA/TIFA Board– 7:30am
- June 22, 2020 – Plainwell City Council – 7:00pm

Non-Agenda Items / Materials Transmitted

- MEDC Letter recognizing Plainwell as a Certified Redevelopment Ready Community.
- Obituary for former Councilmember Charles “Chuck” Carten