

City of Plainwell



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

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

“The Island City”

AGENDA

Plainwell City Council

Monday, May 13, 2019

7:00 PM

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes/Summary – 04/22/2019 Regular Meeting**
6. **General Public Comments**
7. **County Commissioner Report**
8. **Agenda Amendments**
9. **Mayor's Report**
10. **Recommendations and Reports:**

A. Site Plan Review – Ace Hardware Propane Tank

Council will consider approving a site plan for installing a propane tank for Ace Hardware in the city parking lot at Anderson and Bannister.

B. Special Event Permit 19-02 – Memorial Day Parade

Council will consider approving plans for the annual Memorial Day Parade – May 27, 2019.

C. Special Event Permit 19-03 – Plainwell Days Festival

Council will consider approving plans for the Plainwell Days Festival June 13 – 16, 2019

D. Resolution 19-11 – MDOT Contract – Sherwood Avenue Construction

Council will consider adopting a resolution authorizing the City Manager to execute all documents related to an approved Sherwood Avenue construction project.

E. DPW – Sun Theatre Parking Lot Paving

Council will consider approving a project to pave the Sun Lot with Wyoming Asphalt for \$20,200.00.

F. Mill Demolition Phase III Engineering

Council will consider approving a project with GHD for engineering related to the Mill Demolition Project at a cost not to exceed \$66,030.00.

G. Sale of WR ABS Pump

Council will consider authorizing the sale of an unused ABS Pump to the Village of Martin for \$500.

The Island City

The City of Plainwell is an equal opportunity provider and employer

H. Resolution 19-12 – Approved Depositories for 2019

Council will consider adopting the resolution updating the listing of approved depositories for city funds available.

11. **Communications:** The April 2019 Investment and Fund Balance Reports and the Draft May 1, 2019 Planning Commission Minutes
12. **Accounts Payable - \$129,666.97**
13. **Public Comments**
14. **Staff Comments**
15. **Council Comments**
16. **Adjournment**

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

Reminder of Upcoming Meetings

- May 23, 2019 – Allegan County Board of Commissioners – 1:00pm
- May 14, 2019 – Plainwell DDA/BRA/TIFA Board – 7.30am
- May 15, 2019 – Plainwell Planning Commission – 7:00pm
- May 28, 2019 – Plainwell City Council – 7:00pm (**Meeting is on Tuesday, not Monday**)

MINUTES
Plainwell City Council
April 22, 2019

1. Mayor Brooks called the regular meeting to order at 7:00 PM in City Hall Council Chambers.
2. Don Mejeur from Lighthouse Baptist Church gave the invocation.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Brooks, Mayor Pro-tem Steele and Councilmember Overhuel. Absent: Councilmembers Keeler and Keeney.
5. Approval of Minutes/Summary:
A motion by Steele, seconded by Overhuel, to accept and place on file the Council Minutes and Summary of the 04/08/2019 regular meeting and the Council Minutes. On voice vote, all voted in favor. Motion passed.
6. Public Comment: None
7. County Commissioner Report:
Clerk Kelley provided an update from Commissioner Cain reminding Council that the County is seeking input from the local jurisdictions related to programs and services to be reinstated should the voters reset the County's millage rate during a possible November 2020 Headlee Override ballot request.
8. Agenda Amendments: None
9. Mayor's Report: None.
10. Recommendations and Reports:
 - A. Clerk Kelley reported having received an application from Tokusen HyTech for a tax abatement under Public Act 198. The resolution sets a public hearing for May 28, 2019 and authorizes the City Clerk to issue all notifications related to the application and the Public Hearing.
A motion by Steele, seconded by Overhuel, to adopt Resolution 19-09 as presented. On voice vote, all voted in favor. Motion passed.
 - B. Superintendent Nieuwenhuis reported having received updating cost estimates related to opportunities for grant funding for bridge repairs and improvements. Council authority is required for consideration of grant awards.
A motion by Overhuel, seconded by Steele, to adopt Resolution 19-10 authorizing application for grant funding to rehabilitate the North Main and West Bridge Street bridges. On voice vote, all voted in favor. Motion passed.
 - C. Superintendent Nieuwenhuis reported having identified several items to be sold for auction, seeking Council's approval to do so. He also reported having identified a new zero-turn mower to replace a 1973 John Deere tractor with attachments. The new mower would provide more efficiency in the mowing operation versus the tractor. An employee has offered to match the trade-in value for the tractor, should Council opt to sell the equipment to the employee.
A motion by Steele, seconded by Overhuel, to authorize the sale of equipment at auction and to purchase a new zero-turn mower from Steensma Lawn & Power Equipment at a net cost of \$6,940.00, with the sale of the 1973 John Deere to a city employee for trade-in value or greater. On roll-call vote, all voted in favor. Motion passed.

D. Superintendent Nieuwenhuis reported one component of the SAW Grant was to replace the plotter printer at the DPW facility. An offer has been received to trade-in the current non-functioning printer for \$1,000 to offset the cost of a new printer.

A motion by Steele, seconded by Overhuel, to approve the trade-in of the existing plotter printer for a new printer from Engineering Supply & Imaging at a net cost of \$4,600.00. On roll-call vote, all voted in favor. Motion passed

11. Communications:

A. A motion by Steele, seconded by Overhuel, to accept and place on file the February and March 2019 Public Safety Reports and the March 2019 Water Renewal Report. On a voice vote, all in favor. Motion passed.

12. Accounts Payable:

A motion by Overhuel, seconded by Steele, that the bills be allowed and orders drawn in the amount of \$47,211.22 for payment of same. On a roll call vote, all in favor. Motion passed.

13. Public Comments: None

14. Staff Comments

Personnel Manager Lamorandier reminded Council of Arbor Day festivities at Cook Park on Friday April 26, 2019 at 12.30pm.

Superintendent Nieuwenhuis presented a slide-show documenting progress of the rebuild of Truck 17, which was largely done by staff over the winter. The rehabilitation will greatly extend the useful life of the truck and saved the city substantial costs. The work was done in-house by staff and is a source of pride for the department. He also noted that streets would be swept this week into next week, weather depending.

Community Development Manager Siegel reported the Farmers Market will open in the Sweetwaters Parking Lot on May 23. She is working on a welcome packet for new businesses. Finally, she announced a May 10 ribbon-cutting event for Ace Insurance.

Clerk/Treasurer Kelley reported working on the budget.

City Manager Wilson briefed Council on previously allocated land for Habitat for Humanity. Due to setback requirements, that land may prove to be unbuildable, so Council may wish to revise its land allocation and offer the vacant parcel on East Bridge, previously authorized for marketing.

15. Council Comments:

None.

16. Adjournment:

A motion by Steele, seconded by Overhuel, to adjourn the meeting at 7:26 PM. On voice vote, all voted in favor. Motion passed.

Minutes respectfully
Submitted by,
Brian Kelley
City Clerk/Treasurer

SUMMARY
Plainwell City Council
April 22, 2019

1. Mayor Brooks called the regular meeting to order at 7:00 PM in Council Chambers at City Hall.
2. Don Mejeur from Lighthouse Baptist Church gave the invocation.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Brooks, Steele and Overhuel. Absent: Keeler and Keeney.
5. Approved Minutes/Summary of the 04/08/2019 regular meeting.
6. Adopted Resolution 19-08 setting a Public Hearing for May 28, 2019 to consider an IFT Tax Abatement Application from Tokusen HyTech, Inc.
7. Adopted Resolution 19-10 authorizing application for grant funding to rehabilitate the North Main and West Bridge Street bridges.
8. Authorized sale of equipment at auction and the purchase of a zero-turn mower from Steensma Lawn & Power Equipment at a net cost of \$6,940.00 after a sale of a 1973 John Deere Tractor and accessories to a city employee for trade-in value or greater.
9. Approved purchase of a new plotter printer from Engineering Supply & Imaging at a net cost of \$4,600.00, after trading in the existing plotter printer.
10. Accepted and placed on file the February and March 2019 Public Safety Reports and the March 2019 Water Renewal Report.
11. Approved Accounts Payable for \$47,211.22.
12. Adjourned the meeting at 7:26 pm.

Submitted by,
Brian Kelley
City Clerk/Treasurer

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS – BUREAU OF FIRE SERVICES – STORAGE TANK DIVISION

PLAN REVIEW REPORT

This information is required under Act 207 of the Public Acts of 1941, as amended, being Section 29.5c of the Michigan Compiled Laws Annotated. Any owner who knowingly fails to notify or submits false information shall be subject to a misdemeanor and/or civil penalties not to exceed \$5000 per day for each tank which notification is not given or for which false information is submitted.

FINAL Status: Plan Approved with Conditions	DATE 1/11/2019	FACILITY NUMBER 20000327	REFERENCE# PR-0004-19
Installation of Liquefied Petroleum Gas Facility (LPG)		TANK NUMBERS 1	
SUBMITTER Crystal Flash 1754 Alpine Grand Rapids, MI, 49504		PROJECT: Plainwell Ace Hardware ADDRESS: 135 N ANDERSON ST Plainwell MI 49080 COUNTY: Allegan	
The plans and specifications for the above project have been reviewed for compliance with applicable rules. Field inspection approval will be required before placing the system into operation.			

- Please verify that the valve set-up used as the liquid fill/bypass connection for a tank less than 4,000 gallons in capacity and used for motor vehicle fueling or container fill will meet the requirements of a double backflow check filler valve or a manual shutoff with a backflow check.

Hazardous Materials Storage Inspector Chad Sietsema of the Department of Licensing and Regulatory Affairs, Fire Service Bureau, Storage Tank Division, telephone number 616-550-1352, may be contacted to schedule a site inspection.

This installation may not be placed into service until Department of Licensing and Regulatory Affairs personnel have conducted a final inspection. Preliminary inspections can be valuable in identifying and addressing site constraints and considerations prior to installation of the storage tank system.

Provide certification of compliance with the National Electrical Code at final inspection.

If this system is not installed within one year, please contact this office for possible resubmittal of plans.

This review is based upon submitted information, and is not considered a permit. Approval of a tank installation plan by the Department of Licensing and Regulatory Affairs, does not relieve an owner or installer from having to meet the requirements of other state and local government laws, including zoning laws. The Hazardous Materials Storage Inspector may find additional deficiencies during site inspections.

If you have any questions concerning this matter, please contact the Storage Tank Division at (517) 241-8847.



Jeff Tanner,

Engineer
Storage Tank Division

Cc: Chad Sietsema

Department of Licensing and Regulatory Affairs, Bureau of Fire Services, Storage Tank Division
P.O. Box 30033, Lansing, MI 48909

RECEIVED
JAN 04 2018
BUREAU OF FIRE SERVICES

APPLICATION FOR INSTALLATION OF LIQUEFIED PETROLEUM GAS FACILITIES

This information is required under Act 207 of the Public Acts of 1941, as amended, being Section 29.5c of the Michigan Compiled Laws Annotated. Any owner who knowingly fails to notify or submits false information shall be subject to a misdemeanor and/or civil penalties not to exceed \$200 per violation.

PR-0004-19

FACILITY NAME <i>Plainwell Ace Hardware</i>		NEW ASSIGNED TANK NUMBER(S) <i>1</i>	FACILITY ID NUMBER <i>20000327</i>
FACILITY STREET ADDRESS (P.O. BOX NOT ACCEPTABLE) <i>135 N Anderson st</i>		CONTACT PERSON (AT LOCATION)	AREA CODE & TELEPHONE NUMBER <i>(269) 225-1061</i>
CITY <i>Plainwell</i>	COUNTY <i>Allegan</i>	STATE <i>MI</i>	ZIP CODE <i>49080</i>
SUBMITTER'S NAME <i>Crystal Flash</i>		STREET ADDRESS <i>1754 Alpine</i>	AREA CODE & TELEPHONE NUMBER <i>(616) 260-0595</i>
CITY <i>Grand Rapids</i>	STATE <i>Michigan</i>	ZIP CODE <i>49504</i>	

ITEM	DESCRIPTION	MANUFACTURER & PART NUMBER
1.*	CONTAINER DESIGN: Section 5.2: 250 psi working pressure.	<i>1000 gallon LP tank Rated for 250 psi</i>
2.	CONTAINER SUPPORTS/INSTALLATION: Section 5.2.7 & 6.6.3 & 6.6.4: Noncombustible; steel protection may be required.	<i>Steel</i> TransInfo: 282 23320112-1 12/26/18 Chk#: 292136 Amt: \$141.50 ID: CRYSTAL FLASH
3.	LOCATION OF CONTAINER: Section 6.2 & 6.3 and Table 6.3.1.1: To important buildings, property lines which may be built upon, between containers, to FL/CL Dikes, FL/CL ASTs & USTs, power lines, etc.	<i>Dis Pensor meets or exceeds minimum required distances</i> TransInfo: 281 23320112-2 12/26/18 Chk#: 292136 Amt: \$61.50 ID: CRYSTAL FLASH
4.*	LIQUID WITHDRAWAL CONNECTION AT CONTAINER: Table 5.7.4.2 & 5.7.4.2(B) & 6.25.3.8 Liquid withdrawal. Combination of valves to prevent uncontrolled/accidental release.	<i>A3209 R080 Rego internal Valve</i>
5.	PIPING INSTALLATION: Section 5.9, 6.9, & 6.24.5 Schedule 40 - welded. Schedule 80 - threaded. Approved nonmetallic piping - only underground.	<i>Schedule 80 threaded</i>
6.	STRAINER: Section 5.17.1 & 6.18.4 Strainer element accessible for cleaning.	<i>11m Mueller Strainer</i>
7.	FLEXIBLE CONNECTOR: Section 5.9.6 & 6.9.6 60 inch maximum length, approved hose or listed flexible connector. May be required due to vibration and/or movement.	<i>SSF 1" x 18" twin City SS Flex</i>
8.	HYDROSTATIC RELIEF: Section 5.13 & 6.13: Where liquid is trapped between shutoffs or between shutoff and check valves or bypass valves. Minimum 400 psi.	<i>3125L Rego Hydro Static Relief Valve</i>
9.	PUMP INSTALLATION: Section 5.17.2, 6.18.2, and 6.19.2: According to manufacturer's recommendation. Bypass, internal or external, for positive displacement pump; or secondary means of bypass that cannot be rendered inoperative. Pump operating control/disconnect switch near pump.	<i>LG FIE Blackmer Pump built in bypass Valve</i>

PAID

APPLICATION FOR INSTALLATION OF LIQUEFIED PETROLEUM GAS FACILITIES

(Continued from Page 2)

ITEM	DESCRIPTION	MANUFACTURER & PART NUMBER
10.	BYPASS PIPING: Section 6.9.3: Approved pipe or copper tubing.	<u>Schedule 80 threaded</u>
11.*	LIQUID FILL/BYPASS CONNECTION AT CONTAINER: Table 5.7.4.1(D) & 5.7.4.2 and Section 5.7.4.2(F)- Liquid Fill (F): Combination of valves to prevent uncontrolled/accidental release. Special attention to type of pump and hydrostatic relief if positive shutoff valve is used.	<u>7550PX Rego Excess Flow</u> <u>7556 10.6 Rego Multi Valve</u>
12.*	VAPOR EQUALIZING/METER LINE CONNECTION AT CONTAINER: Table 5.7.4.1(D) & 5.7.4.2 and Section 5.7.7.2(A) & (E)- Vapor Equalizing (E): Combination of valves to prevent uncontrolled/accidental release.	<u>970AX Rego Excess Flow</u>
13.	LIQUID TRANSFER: Section 6.19.2: Distributing plants, distributing points, industrial plants - excess flow or ESV is required if pipe is larger than 1/2 inch internal diameter.	<u>NA</u>
14.	METER: Section 5.17.6 & 6.18.5: Installed as recommended by the manufacturer and securely mounted and protected against physical damage.	<u>Neptune Manted inside cabinet</u>
15.*	LIQUID TRANSFER: Section 6.25.3.5: Motor fueling - excess flow or differential back pressure valve required. Rule of thumb: excess flow rated at 1.5 times pump capacity.	<u>3272 Rego excess flow valve</u>
16.	APPROVED BREAKAWAY COUPLING: Section 6.25.4.2: Required on self-service motor fueling. Does not take the place of excess flow valve.	<u>Rego A2141 A6L</u>
17.	APPROVED HOSE: Section 5.9.6: Marked for LP use - may not be used in lieu of piping.	<u>7032 .5" x 18' Parker LP Gas Hose</u> <u>7032 .5" x 6' Parker LP Gas Hose</u>
18.	LOCATION OF POINT OF TRANSFER: Table 6.5.2.1 and Section 6.5: Distances to buildings, property lines, etc.	<u>Meets minimum distances</u>
19.	PIPING SUPPORT/PROTECTION: Section 6.9.3.10: Protected against physical damage. Painted or otherwise protected against corrosion. Nonmetallic piping - manufacturer's recommendation and not less than 12 inches underground.	<u>Steel</u>
20.*	EMERGENCY SHUTOFF VALVES/CONNECTIONS FOR FLOW CONTROL: Section 6-12: Required on new and existing installations over 4,000 GWC individual or 4,000 GWC aggregate with manifolded liquid lines and where hose/swivel type piping is 1 1/2 inches or larger for liquid and 1 1/4 inches or larger for vapor. Backcheck OK if flow is only in one direction. If under 4,000 GWC, connection must be equipped in accordance with Table 5.7.4.1(D).	BOBTAIL LOADING: Vapor line: _____ Liquid line: _____ TRANSPORT UNLOADING: Vapor line: _____ Liquid line: _____

APPLICATION FOR INSTALLATION OF LIQUEFIED PETROLEUM GAS FACILITIES

(Continued from Page 3)

ITEM	DESCRIPTION	MANUFACTURER & PART NUMBER
21.	BULKHEAD INSTALLATION OR EQUIVALENT: Section 6.12.8.: Required on new and existing installations with ESV.	NA
22.	EMERGENCY SHUTOFF VALVE: REMOTE SHUTOFF/THERMAL ACTUATION: Section 5.12.2.3: Required on new and existing installations with ESV and on all Internal Valves.	Cable to remote location
23.	FIXED LIQUID LEVEL GAUGE: Section 5.7.5.3: Required on storage containers constructed after December 31, 1965.	7556 Reg multi Valve
24.	PRESSURE GAUGE: Section 5.7.6: Required on containers over 2,000 GWC or any size container for LPG service stations.	948B Rego 0-300 Psi Gauge
25.	VARIABLE LIQUID GAUGE: Section 5.7.5.8: Magnetic float or rotary gauge.	Taylor HA 194 Float Gauge
26.	LABELING OF CONTAINER INLET AND OUTLET CONNECTION: Section 5.7.8.5: Required on containers of 2,000 GWC or more. Designate whether line communicates with liquid or vapor space.	Lines will be labeled to communicate liquid or vapor space
27.	RAINCAPS: Section 6.7.2.4: Required for all pressure relief devices.	installed
28.	CORROSION PROTECTION: Section 6.6.1.4 and 6.6.6.1 and 6.17 ANCHORING: Section 6.6.1.6	All piping will be painted
29.*	PRESSURE RELIEF DEVICES: Section 5.7.2 & 6.7.2 No shutoff valves between relief device and container. Device must be marked with start-to-leak pressure in psig; rated relieving capacity in CFM air at 60 degrees F and 14.7 psia; manufacturer's name and catalog number.	86856 Rego Relief Valve
30.	PROTECTION AGAINST TAMPERING: Section 6.19.4.2: Six-foot high industrial-type fence with two means of egress and three-foot clearance to allow access to egress. Second gate not required if enclosure is not over 100 square feet, the point of transfer is within three feet of a gate, and containers being filled are not within enclosure; OR suitable locking devices to prevent unauthorized operation of appurtenances, system valves or equipment.	Locking cabinet
31.	FIRE PROTECTION: Section 6.27 & 8.5: Industrial plant, bulk plants, and dispensing stations. Fire safety analysis required for facilities over 4,000 gallon capacity. Fire extinguishers per rule for all facilities, typically one 18lb B:C	20# Dry Chemical Extinguisher
32.	PHYSICAL PROTECTION: Section 6.6.1.2: Where physical damage to LPG containers, or systems of which they are a part (e.g., piping, dispensing unit), from vehicles is a possibility, crash protection shall be provided.	Cement Filled Steel Poles on 4' centers surrounding the dispenser



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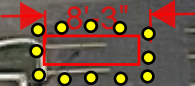
211 East Bannister Street

E Bannister St

N Anderson St

Cushman St

Google



8' 31''



The City of Plainwell
211 N. Main St.
Plainwell, MI 49080
Phone: 269-685-6821
Fax: 269-685-7282

Special Event Permit

This form must be submitted at least **21 days** before the event along with a **\$5.00 fee**.

Today's Date: 5/7/19 Date(s) of Event: 5/27/19

of Day(s) 1 Rain Date(s): none

1. Area(s) requested for use and/or streets to be blocked (use back of form, if needed): _____

Anderson + Bannister / Plus MS9 E to Cemetery

2. Name, description and purpose of the event: Memorial Day Parade

3. Is the event open to the public? Yes No If no, who is participating? _____

4. Starting time for the event (include prep time): 10 A.M. Ending time: 12:30 P.M.

5. Number of people expected to attend: varies depending on weather

6. Is music involved? Yes No If yes, manner of sound amplification? _____

7. Describe any props or structures to be used for this event: _____

8. Please give a detailed listing of all planned activities: Parade + line-up

9. Will alcoholic beverages be served? Yes No

10. Is this a fund raising project? Yes No If yes, what nonprofit sponsors? _____

11. Will food be sold? Yes No 12. Is security required? Yes No

13. Event Representative Name: Cheryl Rossow

Address: _____

Phone & Email: 269-685-9401

We agree to remove all props and items brought into the public areas and clean up all litter and debris that result from our event the same day as the event. I understand that a permit is required before this event can be held.

Signature of Event Representative: _____ Date: _____

Organization/Group: Veterans Club

HOLD HARMLESS AGREEMENT

Title of Event: Memorial Day Parade Date of Event: 5/27/19

Name of Applicant: _____

Address: _____ Phone: _____

Name of Event Sponsor: _____

Address: _____ Phone: _____

HOLD HARMLESS AGREEMENT

This special event applicant or designee of the sponsoring organization(s) (hereafter called "permittee") agrees to reimburse the City of Plainwell (hereafter called "City") for all loss incurred by it in repairing or replacing damage to City property proximately caused by the permittee, its officers, employee, agents, monitors, or any other persons attending or forming the special event who were, or should have been, under the permittee's control. Persons who merely attend or join in a special event are not considered by that reason alone to be "under the control" of the permittee.

The permittee further agrees to defend without costs, indemnify, and hold harmless the City, its officers, agents, and employees from any liability to any persons, damages, losses, or injuries arising out of or alleged to arise out of the permitted event, which was proximately caused by the actions of the permittee, its officers, employees, agents, including monitors, or any other persons attending or joining in the event who were, or reasonably should have been under the control of the permittee. Persons who merely attend or join in an event are not considered by that reason alone to be "under the control" of the permittee.

I understand and agree to comply with all the terms of the above Hold Harmless Agreement if my application has been approved and all special conditions and required advance payment have been met.

Signature of Permittee(s) _____ Date: _____

_____ Date: _____

Signature of Officer of Sponsoring Organizations: _____ Date: _____

Title: _____

I declare under penalty of perjury that the information provided in this application is correct.

Signature of Applicant: _____ Date: _____

AFFIDAVIT OF APPLICANT (TO BE COMPLETED BY ALL APPLICANTS)

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief and I have read, understand, and agree to abide by the rules and regulations and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager

Event Street Closures

Anderson & Bannister for line up and check in.
East Bridge (M-89) between 4 corners downtown to
Hillside Cemetery/8th Street.



The City of Plainwell
211 N. Main St.
Plainwell, MI 49080
Phone: 269-685-6821
Fax: 269-685-7282

Special Event Permit

This form must be submitted at least **21 days** before the event along with a **\$5.00 fee**.

Today's Date: 5-9-19 Date(s) of Event: June 13th 16th
of Day(s) 4 Rain Date(s): NO

1. Area(s) requested for use and/or streets to be blocked (use back of form, if needed): _____

See attachment.

2. Name, description and purpose of the event: Plainwell Festival

3. Is the event open to the public? Yes No If no, who is participating? _____

4. Starting time for the event (include prep time): June 11th Ending time: June 17th

5. Number of people expected to attend: 5000+

6. Is music involved? Yes No If yes, manner of sound amplification? _____

7. Describe any props or structures to be used for this event: _____

8. Please give a detailed listing of all planned activities: See attachment

9. Will alcoholic beverages be served? Yes No

10. Is this a fund raising project? Yes No If yes, what nonprofit sponsors? Festival/Scholarships

11. Will food be sold? Yes No 12. Is security required? Yes No

13. Event Representative Name: Tracee Dunlop

Address: 118 E. Bridge St.

Phone & Email: 269-365-4890 tracee@envyofPlainwell.com

We agree to remove all props and items brought into the public areas and clean up all litter and debris that result from our event the same day as the event. I understand that a permit is required before this event can be held.

Signature of Event Representative: Tracee Dunlop Date: 5-9-19
Organization/Group: _____

HOLD HARMLESS AGREEMENT

Title of Event: Plainwell Days Festival Date of Event: June 13-16-2019
Name of Applicant: Tracee Dunlop
Address: 118 E. Budge St. Phone: 209-365-4890
Name of Event Sponsor: _____
Address: _____ Phone: _____

HOLD HARMLESS AGREEMENT

This special event applicant or designee of the sponsoring organization(s) (hereafter called "permittee") agrees to reimburse the City of Plainwell (hereafter called "City") for all loss incurred by it in repairing or replacing damage to City property proximately caused by the permittee, its officers, employee, agents, monitors, or any other persons attending or forming the special event who were, or should have been, under the permittee's control. Persons who merely attend or join in a special event are not considered by that reason alone to be "under the control" of the permittee.

The permittee further agrees to defend without costs, indemnify, and hold harmless the City, its officers, agents, and employees from any liability to any persons, damages, losses, or injuries arising out of or alleged to arise out of the permitted event, which was proximately caused by the actions of the permittee, its officers, employees, agents, including monitors, or any other persons attending or joining in the event who were, or reasonably should have been under the control of the permittee. Persons who merely attend or join in an event are not considered by that reason alone to be "under the control" of the permittee.

I understand and agree to comply with all the terms of the above Hold Harmless Agreement if my application has been approved and all special conditions and required advance payment have been met.

Signature of Permittee(s) Tracee Dunlop Date: 5-9-19
Nancy Moorhuse Date: 5-9-19
Signature of Officer of Sponsoring Organizations: _____ Date: 5-9-19

Title: Tracee Dunlop President

I declare under penalty of perjury that the information provided in this application is correct.

Signature of Applicant: Tracee Dunlop Date: 5-9-19

AFFIDAVIT OF APPLICANT (TO BE COMPLETED BY ALL APPLICANTS)

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief and I have read, understand, and agree to abide by the rules and regulations and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager

Plainwell is an equal opportunity provider and employer

Plainwell Days Festival June 13, 14, 15, 16th ... 2019

Things to do	Thursday 3-10	Friday 12-11	Saturday 10-11	Sunday 8-3
		Sidewalk sales business	Early bird sales businesses 8-?	
Carnival- TJ Schmidt	Carnival	Stage- Me		Church services: ??
501 renewed- OK renew July called IRS		Senior expo :Me	Car show- Brandy	Pancake breakfast- Boy Scouts
Package to city/police, DPW		Entertainment for seniors	Bike show- Brandon (Dirty Boyz)	Kids games- Tracie Harris
Sanitation-Plumbers ME		Junk in the Trunk 9-3 City wide sidewalk sales ME	Tractor show- Jim Wheaton	Pheasant button making Mitch Honeysett
Stage- City of Wayland ME Insurance and \$500 check		Arts & crafts/home based business- Zelda Pheasant button making Mitch Honeysett	Arts & crafts/home based business- Zelda Pheasant button making Mitch Honeysett	Cosplay – Me Kalamazoo Ghostbusters Me
Advertising, signs, flyers, paper, radio, M-89, all free social media, city, chamber, NOW		Geocaching- Val	Geocaching – Val	Touch a Truck- Me
		Bingo Calico Rabbit	Running of the Balls 4-5 Nancy	Frog Race 1:00 Turtlement Race 1:30 Jim
		Prince & Princess 5-6		Pie eating 2:00 me
tent, tables, chairs, lights- Canopeum Nancy			Car Smash 9-4 Nancy	Petting zoo- Mary's Petting Zoo - Me
Fencing- Wrights Nancy		Newly Wed Game w/Prizes ME 6-7	Street vendors / street performers ALL	Face painting ME
Insurance- Bleekers Nancy		Corn hole tournament- Campbell's (By Koestners)		Rock painting: ?? Brandy
Permits, city, camping, gambling, event Nancy		Comedy night- Jen 7-9	Bed Race 5-9 ME	Home depot building: Marilyn
Shuttles 2 large, 2/3 cops- Golf carts Plus Marilyn		Street vendors / street performers ALL	Sips on the River- Jen 7-10	Clowns – Jack Templin Jr.
Police/security ME				Zion lions Nancy
Parents lounge – Church			Kids ID Jack Templin Jr	DNR fishing Marilyn
Sponsors \$\$\$\$\$				Hot dogs Me Harding's
Fundraisers??				Popsicles – Me 500
Breakdown of cost ALL				
Thank you cards, NOW ALL				
Dog water dishes				

Jim Wheaton 217-3825

Tim Campbell 1-260-349-5979 topcat_56_99@yahoo.com

Pheasants Forever Mitch Honeysett 908-0681

Carnival will come into town on Monday June 10th and be camping at Preferred Plastics

Would like DPW to put fence up for Carnival

Thursday: June 13th

Would like Police at crosswalk for Carnival

DPW we would like electric at Fannie Pell at one of the lamp post, Hicks Park and use of the electric box on NAPA.

We will get 2 golf carts for Police Dept; can we keep ours there at night?

Friday: June 14th

Police/ DPW We would like N. Main and behind NAPA shut down June 14th at 7 am – June 16th Sunday at 4pm.

Police/DPW Would like N. Bridge St closed Friday by William Crisp by 7 am – Saturday 5 pm.

Saturday: June 15th

Police Saturday June 15th we would like S. Main shut down at 7:30am – 4 pm

Sunday: June 16th

Still need N. Main closed down till 4 pm.

Can the police and Fire dept participate in Touch-A-Truck? **Could you please get badges and hats to hand out this year?**

Sanitation:

2 port a jons on Bridge Street, 6 at Fannie Pell, 6-8 at Carnival

20 yd dumpster behind Warnements and 30 yd at Carnival

Contact info

Tracee Dunlop 269-365-4890 or 269-685-8910 (Envy)

Jennifer Dunlop 269-290-3145

Nancy Moorhouse 269-242-9326 or 269-685-2115 (Nancy's Kitchen)

Brandy Wheatley 269-207-9199

Val Richar 269-547-0828



- Arts & Crafts, Hicks Park
- Comedy Night/Game Show, Beer Festival, Family Fun Day, Fannie Pell Park
- Car/Bike/Tractor Show, Family Fun Day, Running of the Balls, North Main Street
- Games, South Main Street
- Carnival, Paper Mill Lot

Resolution 19-11

Approving MDOT Contract No. 19-5140

Minutes of the Regular Meeting of the Council of the City of Plainwell, County of Allegan, State of Michigan, held on May 13, 2019.

PRESENT:

ABSENT:

Motion was made by _____, Seconded by _____, that the following resolution be adopted:

WHEREAS, the Michigan Department of Transportation (MDOT) is undertaking a project to reconstruct North Sherwood Avenue from M-89 (E. Bridge Street) to Main Street, entirely the corporate limits of the City of Plainwell; and

WHEREAS, the City has requested additional work in connection with the construction as described as follows:

Part A –Job No. 133174CON (Federal Participation)

Hot mix asphalt surfacing work along North Sherwood Avenue from Highway M-89 (E. Bridge Street) to Main Street; including concrete sidewalk and ramp, and concrete curb and gutter work; and all together with necessary related work.

Part B –Job No. 133174CON (100% Local Participation)

Watermain and sanitary sewer installation work within the limits as described in PART A; and all together with necessary related work.

WHEREAS, the project will be funded by a mix of Federal and Local monies, according to a formula agreed upon by the Federal Highway Administration, MDOT and the City; and

WHEREAS, MDOT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be:

Part A –Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the project costs up to the lesser of: (1) \$375,000 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the project is not exceeded at the time of the aware of the construction contract. The balance of the PART A portion of

the project cost, after deduction of the Federal Funds, shall be charged to and paid by the requesting party.

Part B –The PART B portion of the project cost is not eligible for Federal participation and shall be charged to and paid 100 percent by the requesting party in the manner and at the times herein after set forth.

WHEREAS, The term “PROJECT COST”, as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the project, including any other costs incurred by the department as a result of this contract, except for construction engineering and inspection.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Erik Wilson, Plainwell City Manager, is designated as an Authorized Representative for purposes of the MDOT Contract No. 19-5140.
2. The proposed form of the MDOT Contract No. 19-5140 is hereby approved and the Authorized Representative is authorized and directed to execute the MDOT Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.

YEAS:

NAYS:

RESOLUTION DECLARED ADOPTED May 13, 2019

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

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the City of Plainwell, County of Allegan, State of Michigan, at a special meeting held on May 13, 2019, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

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



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

PAUL C. AJEGBA
DIRECTOR

March 21, 2019

Mr. Brian Kelley, City Clerk/Treasurer
City of Plainwell
211 North Main Street
Plainwell, Michigan 49080

Dear Mr. Kelley:

RE: Contract Number: 19-5140
Control Section: STUL 03005
Job Number: 133174CON
Location: N. Sherwood Ave from M-89 (E. Bridge Street) to Main Street,
Plainwell

Enclosed are the original and one copy of the above described contract between your organization and the Michigan Department of Transportation (MDOT). Please take time to read and understand this contract.

1. Do not date the contracts. MDOT will date the contracts when they are executed.
2. If this contract meets with your approval, secure the authorized signatures on the enclosed contracts.
3. Attach two (2) original certified resolutions. The resolution should specifically name the officials who are authorized to sign the contract and include the contract number. If you need an example of a resolution, please contact Kathy Fulton at fultonk@michigan.gov or (517) 335-4404.
4. Return signed contracts and resolutions for MDOT execution to:

Kathy J. Fulton, Contract Technician
MDOT – Development Services Division, 2nd Floor
425 West Ottawa Street, P.O. Box 30050
Lansing, MI 48909

To ensure that the work and payment for this project is not delayed, return the contracts within 35 days from the date of this letter. A copy of the executed contract will be returned to your organization.

If you have questions on the content of this contract, or revisions are required, please contact Monica Uribe, Local Government Contract Engineer at uribem1@michigan.gov or (517) 335-2266.

Enclosure

STP

DA

Control Section	STUL 03005
Job Number	133174CON
Project	1900(497)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	19-5140

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF PLAINWELL, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in the City of Plainwell, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated March 7, 2019, attached hereto and made a part hereof:

PART A - FEDERAL PARTICIPATION

Hot mix asphalt surfacing work along North Sherwood Avenue from Highway M-89 (E. Bridge Street) to Main Street; including concrete sidewalk and ramp, and concrete curb and gutter work; and all together with necessary related work.

PART B - NO FEDERAL PARTICIPATION

Watermain and sanitary sewer installation work within the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$375,000 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. A working capital deposit by the REQUESTING PARTY will not be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhere to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the

PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the state and/or the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF PLAINWELL

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



March 7, 2019

EXHIBIT I

CONTROL SECTION STUL 03005
JOB NUMBER 133174CON
PROJECT 1900(497)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$505,800	\$422,400	\$928,200

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$505,800	\$422,400	\$928,200
Less Federal Funds*	<u>\$375,000</u>	<u>\$ -0-</u>	<u>\$375,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$130,800	\$422,400	\$553,200

*Federal Funds for the PART A portion of the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

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

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).
- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.
- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

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

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

**TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE
AGREEMENTS WITH LOCAL AGENCIES**

**Assurance that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



"The Island City"

MEMORANDUM

211 N. Main Street
Plainwell, Michigan 49080
Phone: 269-685-6821
Fax: 269-685-7282

To: City Council
From: Erik J. Wilson, City Manager
Subject: Sun Theatre Parking Lot
Date: May 10, 2019

As you are aware, Consumers completed a significant amount of electrical work inside the Sun Theatre parking lot. The lines that serviced approximately 15 businesses were deteriorated to the point that numerous electrical outages were occurring. It was becoming increasingly frustrating for our businesses.

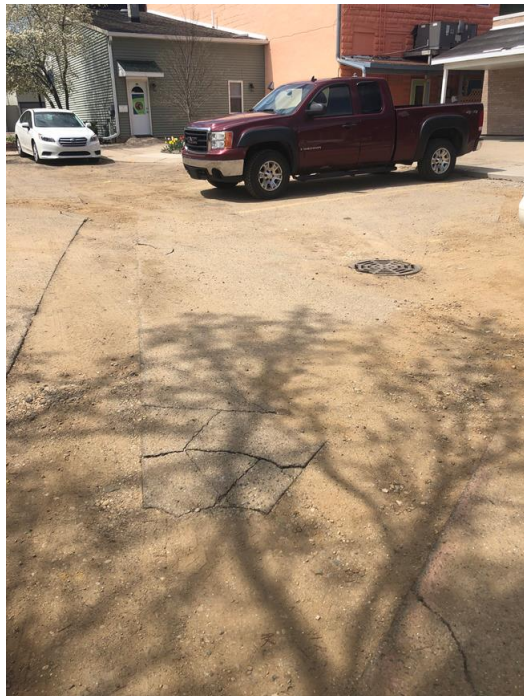
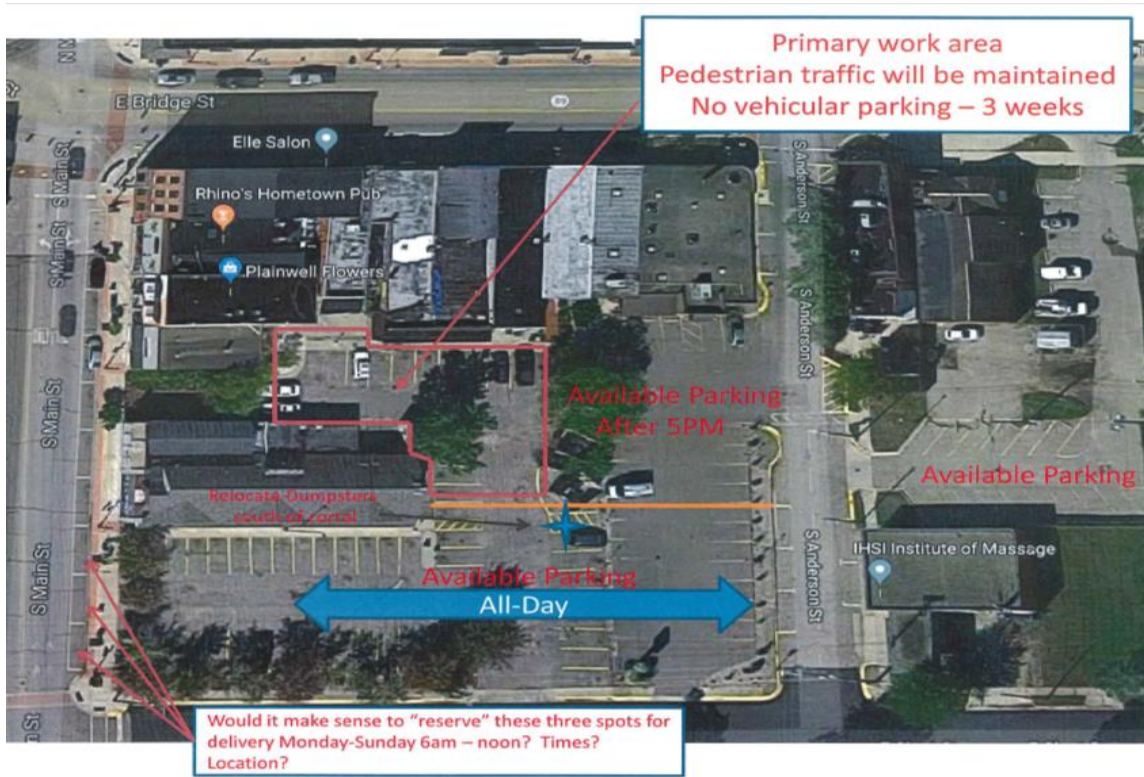
Consumers plans for restoration included hot patching the saw cut areas. However, there were so many cuts, and the pre-existing condition of the lot was very poor, hot patching the area would not be acceptable to the City.

Instead of Consumers completing the restoration I have asked them to supply us with the funds they were going to use and provide it to the City. The City would then pave and complete the restoration. As of this memorandum I have not been provided with that number and I anticipate some back and forth discussion.

Moving forward, the City has received three bids to complete the paving and seal coating of the southern portion of the lot. The breakdown of costs is as follows:

Paving - \$17,500 (Wyoming Asphalt-low bid)
Seal Coat - \$2,700
+ Labor

City staff is recommending the authorization of \$20,200 plus labor to complete the project. If Council approves the expenditure paving would began on Thursday, May 16th



Proposal



WYOMING ASPHALT PAVING CO., INC.

POST OFFICE BOX 192 • PLAINWELL, MICHIGAN 49080

470 NORTH 12TH STREET
PLAINWELL, MICHIGAN 49080
(269) 685-8872

62820 46TH STREET
LAWRENCE, MICHIGAN 49064
1-800-303-1641

FAX: (269) 685-2840



PROPOSAL SUBMITTED TO		PHONE	DATE
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

WE PROPOSE TO

We hereby propose to furnish labor and materials complete and in place in accordance with the above specifications for the sum of: _____ dollars (\$ _____).

WYOMING ASPHALT PAVING CO., INC.

**THIS PROPOSAL INCLUDES ALL OF THE
STANDARD CONDITIONS
SET FORTH ON THE REVERSE SIDE OF THIS
DOCUMENT**

by _____
Authorized Signature

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL & STANDARD CONDITIONS

Please sign and return first copy of this Proposal to
Wyoming Asphalt Paving Company, Inc.

I (we) have read the above Proposal, **INCLUDING THE
STANDARD CONDITIONS ON THE REVERSE SIDE**,
and hereby accept the prices, specifications, and standard
conditions stated. You are hereby authorized to begin the
work as proposed at your earliest convenience.

If Corporation or Partnership

Signature _____
Owner / Officer

Signature _____
Owner / Officer

Date _____

STANDARD CONDITIONS OF THIS PROPOSAL

1. FOR BREACH OF ANY WARRANTY OF THIS PRODUCT THE CONSUMER/CUSTOMER IS LIMITED TO THE FOLLOWING RELIEF: REPAIR OR REPLACEMENT (AT THE SOLE DISCRETION OF WYOMING ASPHALT PAVING) OF THE MATERIAL OR WORKMANSHIP FOUND TO BE DEFECTIVE OR NONCONFORMING. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
 2. The asphalt paving, sealing, stripping, or other work as set forth on the face of this contract is warranted as follows: The asphalt paving, sealing, stripping or other work will comply with the terms and specifications as set forth on the face of this contract.
 3. This warranty runs for one year from the date of completion of the project .
 4. This warranty is not extendable.
 5. In the event of a defect or failure to conform to this warranty, the warrantor shall repair or replace the portion or area found to be defective or nonconforming without charge within a reasonable time. THE WARRANTOR WILL NOT PROVIDE COVERAGE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AND WILL NOT PAY FOR ANY OTHER SERVICES. The extent of this warranty is solely limited to replacement or repair of the defective or nonconforming product. In order to obtain performance of any obligation under this warranty, the consumer shall contact Wyoming Asphalt in writing, by mailing description of the following:
 - a. Name and address of consumer;
 - b. Date of completion of project;
 - c. Description of defect.
- Mail this information to Wyoming Asphalt Paving Company, Inc., 470 N. 12th Street, P.O. Box 192, Plainwell, MI 49080
6. If a dispute arises regarding warranty, the seller provides an informal dispute resolution procedure by arranging for a meeting with a representative of Wyoming Asphalt Paving Company, Inc., at 470 N. 12th Street, P.O. Box 192, Plainwell, MI 49080, (269) 685-8872. This informal procedure shall be resorted to before consumer pursues any legal remedies in court.
 7. We will not be liable for delays caused by labor disturbances, weather conditions, acts of God, accidents, shortages of necessary materials and/or supplies, or any other cause beyond our control. Consumer understands that Wyoming Asphalt Paving Company, Inc. will, as a result of weather conditions, begin no work subsequent to November 15 of any year. Wyoming Asphalt will have the right to comply (at its sole discretion) with the date and temperature restrictions set forth by the applicable rules and regulations of the Michigan Department of Transportation.
 8. Unless specifically undertaken by Wyoming Asphalt in writing on this contract, customer shall be fully and solely responsible for all sub-grade (the ground or material upon which the asphalt is placed) material, workmanship and suitability. Wyoming shall have no responsibility or liability for any defects caused by sub-grade. Customer shall be solely responsible for determining sub-grade suitability for this project.
 9. Expansion, contraction and cracking of asphalt occurs in Michigan. Customer recognizes that expansion, contraction and cracking is not a defect in material or workmanship.
 10. Any damage to or caused by appurtenances, including but not limited to stumps, buried concrete slabs and footings, septic tanks, sprinkler systems or utilities not specifically described on the plans or accurately marked on the site so as to make us aware of their exact location and depth, will be the customer's responsibility, and any extra work involved will become an extra charge over the quoted price.
 11. Extra work not included in this proposal will be performed only upon the written order by the customer or his authorized representative.
 12. Work contracted under the terms of this proposal is subject to and includes applicable state tax, if a valid sales tax exemption certificate is not provided by the customer.
 13. Wyoming Asphalt Paving, Inc. will not proceed with the work as specified in this proposal until satisfied of the customer's ability and intent to pay according to the terms outlined herein.
 14. PAYMENT IS DUE UPON CUSTOMER'S RECEIPT OF INVOICES issued per periodic progress estimates for work completed to date. If prompt payment is not received, Wyoming Asphalt Paving Company will suspend work in progress.
 15. Nothing herein contained shall be construed as a waiver or modification of Wyoming's lien rights, which lien rights Wyoming Asphalt Paving Company, Inc. will exercise if payment by customer is not promptly made.
 16. A SERVICE CHARGE OF 2% PER MONTH, which is an annual percentage rate of 24% per annum, will be made on all account balances not paid within 30 days of invoice date, together with the costs of collection and attorney fees.

Proposal



WYOMING ASPHALT PAVING CO., INC.

POST OFFICE BOX 192 • PLAINWELL, MICHIGAN 49080

470 NORTH 12TH STREET
PLAINWELL, MICHIGAN 49080
(269) 685-8872

62820 46TH STREET
LAWRENCE, MICHIGAN 49064
1-800-303-1641

FAX: (269) 685-2840



PROPOSAL SUBMITTED TO		PHONE	DATE
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

WE PROPOSE TO

We hereby propose to furnish labor and materials complete and in place in accordance with the above specifications for the sum of: _____ dollars (\$ _____).

WYOMING ASPHALT PAVING CO., INC.

**THIS PROPOSAL INCLUDES ALL OF THE
STANDARD CONDITIONS
SET FORTH ON THE REVERSE SIDE OF THIS
DOCUMENT**

by _____
Authorized Signature

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL & STANDARD CONDITIONS

Please sign and return first copy of this Proposal to
Wyoming Asphalt Paving Company, Inc.

I (we) have read the above Proposal, **INCLUDING THE
STANDARD CONDITIONS ON THE REVERSE SIDE**,
and hereby accept the prices, specifications, and standard
conditions stated. You are hereby authorized to begin the
work as proposed at your earliest convenience.

If Corporation or Partnership

Signature _____
Owner / Officer

Signature _____
Owner / Officer

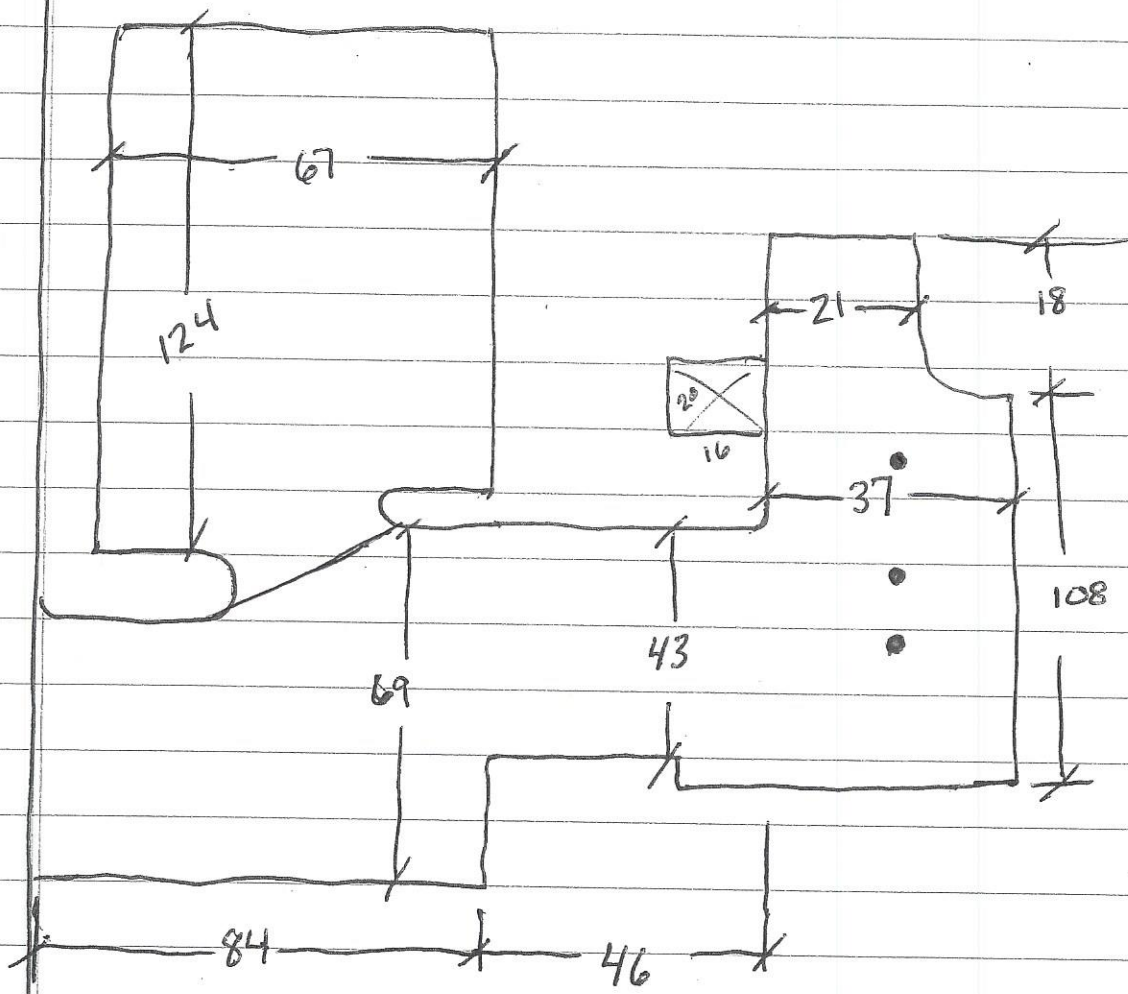
Date _____

STANDARD CONDITIONS OF THIS PROPOSAL

1. FOR BREACH OF ANY WARRANTY OF THIS PRODUCT THE CONSUMER/CUSTOMER IS LIMITED TO THE FOLLOWING RELIEF: REPAIR OR REPLACEMENT (AT THE SOLE DISCRETION OF WYOMING ASPHALT PAVING) OF THE MATERIAL OR WORKMANSHIP FOUND TO BE DEFECTIVE OR NONCONFORMING. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
 2. The asphalt paving, sealing, stripping, or other work as set forth on the face of this contract is warranted as follows: The asphalt paving, sealing, stripping or other work will comply with the terms and specifications as set forth on the face of this contract.
 3. This warranty runs for one year from the date of completion of the project .
 4. This warranty is not extendable.
 5. In the event of a defect or failure to conform to this warranty, the warrantor shall repair or replace the portion or area found to be defective or nonconforming without charge within a reasonable time. THE WARRANTOR WILL NOT PROVIDE COVERAGE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AND WILL NOT PAY FOR ANY OTHER SERVICES. The extent of this warranty is solely limited to replacement or repair of the defective or nonconforming product. In order to obtain performance of any obligation under this warranty, the consumer shall contact Wyoming Asphalt in writing, by mailing description of the following:
 - a. Name and address of consumer;
 - b. Date of completion of project;
 - c. Description of defect.
- Mail this information to Wyoming Asphalt Paving Company, Inc., 470 N. 12th Street, P.O. Box 192, Plainwell, MI 49080
6. If a dispute arises regarding warranty, the seller provides an informal dispute resolution procedure by arranging for a meeting with a representative of Wyoming Asphalt Paving Company, Inc., at 470 N. 12th Street, P.O. Box 192, Plainwell, MI 49080, (269) 685-8872. This informal procedure shall be resorted to before consumer pursues any legal remedies in court.
 7. We will not be liable for delays caused by labor disturbances, weather conditions, acts of God, accidents, shortages of necessary materials and/or supplies, or any other cause beyond our control. Consumer understands that Wyoming Asphalt Paving Company, Inc. will, as a result of weather conditions, begin no work subsequent to November 15 of any year. Wyoming Asphalt will have the right to comply (at its sole discretion) with the date and temperature restrictions set forth by the applicable rules and regulations of the Michigan Department of Transportation.
 8. Unless specifically undertaken by Wyoming Asphalt in writing on this contract, customer shall be fully and solely responsible for all sub-grade (the ground or material upon which the asphalt is placed) material, workmanship and suitability. Wyoming shall have no responsibility or liability for any defects caused by sub-grade. Customer shall be solely responsible for determining sub-grade suitability for this project.
 9. Expansion, contraction and cracking of asphalt occurs in Michigan. Customer recognizes that expansion, contraction and cracking is not a defect in material or workmanship.
 10. Any damage to or caused by appurtenances, including but not limited to stumps, buried concrete slabs and footings, septic tanks, sprinkler systems or utilities not specifically described on the plans or accurately marked on the site so as to make us aware of their exact location and depth, will be the customer's responsibility, and any extra work involved will become an extra charge over the quoted price.
 11. Extra work not included in this proposal will be performed only upon the written order by the customer or his authorized representative.
 12. Work contracted under the terms of this proposal is subject to and includes applicable state tax, if a valid sales tax exemption certificate is not provided by the customer.
 13. Wyoming Asphalt Paving, Inc. will not proceed with the work as specified in this proposal until satisfied of the customer's ability and intent to pay according to the terms outlined herein.
 14. PAYMENT IS DUE UPON CUSTOMER'S RECEIPT OF INVOICES issued per periodic progress estimates for work completed to date. If prompt payment is not received, Wyoming Asphalt Paving Company will suspend work in progress.
 15. Nothing herein contained shall be construed as a waiver or modification of Wyoming's lien rights, which lien rights Wyoming Asphalt Paving Company, Inc. will exercise if payment by customer is not promptly made.
 16. A SERVICE CHARGE OF 2% PER MONTH, which is an annual percentage rate of 24% per annum, will be made on all account balances not paid within 30 days of invoice date, together with the costs of collection and attorney fees.

SUN LOT

E. Chart



$$124 \times 67 = 8308$$

77B

77T

$$18 \times 21 = 378$$

$$37 \times 108 = 3996$$

$$43 \times 46 = 1978$$

$$69 \times 84 = \underline{5796}$$

12148

112B

112T

Proposal

J. ALLEN & COMPANY

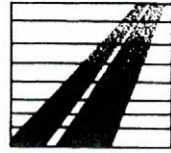
Asphalt Paving

8288 E. Michigan

Galesburg, Michigan 49053

(269) 388-3000 Fax (269) 388-2305

jallenandco.com



No. 19273

PROPOSAL SUBMITTED TO City of Plainwell	PHONE 269-685-9363	DATE 4/29/2019
STREET Plainwell Department of Public Works	JOB NAME Pave Lot at E Chart and Main Street	
CITY, STATE AND ZIP CODE 126 Fairlane St/Plainwell, MI 49080	JOB LOCATION	

Base Bid-Pave North/East lot

- 1) Removal by others.
- 2) Fine grade existing gravel base.
- 3) Furnish and install an average thickness of 1 1/2" commercial base asphalt and 1 1/2" commercial surface.
- 4) Restripe as existing.

COST: \$19,070.00/NET 30

Alternate #1-Heavy Duty paving -North/East lot

- 1) Provide as above installing 2 1/2" commercial base asphalt and 1 1/2" commercial surface asphalt to better accommodate heavy truck traffic.

COST: Additional \$3,500.00 to base bid

Alternate #2-Pave West lot

- 1) Removal by others.
- 2) Fine grade existing gravel base.
- 3) Furnish and install an average thickness of 1 1/2" commercial base asphalt and 1 1/2" commercial surface asphalt.
- 4) Restripe as existing.

COST: \$10,200.00/NET 30

Alternate #3-Mill North/East lot

- 1) Rotomill and remove existing asphalt lot.

COST: Additional \$4,000.00 to base bid

Alternate #4-Mill both lots

- 1) Rotomill and remove existing asphalt lots

COST: Additional \$5,300.00 to base bid

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Net 30 Days _____ dollars (\$ See Above).

Payment to be made as follows:

All materials and workmanship are guaranteed for one year from date of installation. All work will be completed in a workman-like manner according to standard practices. Any alteration or deviation from the above specifications involving additional costs will be executed upon verbal or written authorization and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. The client agrees to cover all costs arising from any litigation, should it become necessary. Our workers are fully covered by Workman's Compensation Insurance. All down payments are non-refundable. New pavement is very tender for a period of months after installation. It will be very susceptible to power steering twists and tire indentations, especially during hot, day-time hours. Caution should be taken to avoid sharp turning or turning wheels while not moving. Small objects, with any weight, placed on new pavement will tend to sink into the asphalt, i.e., kick-stands, ladders and grills. Please avoid these situations. Any lawn restoration is the responsibility of owner unless otherwise specified. Resurfacing over existing asphalt or concrete that have cracks will result in reflective cracking in new surface. If gravel base is found to be insufficient, there will be an additional cost to be negotiated with owner.

Note: This proposal may be withdrawn by us if not accepted within 20 days

Authorized Signature: Angela Kanga

NOTE: As liquid asphalt costs are subject to change, any cost increases or decreases will be determined by the differential in invoiced cost of materials from the supplier from date of bid to date of installation.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

Signature: _____

Lovett Driveway Co.

10020 North 2nd Street • Otsego, Michigan 49078
Phone: (269) 344-2729 • Fax: (269) 344-2514

PROPOSAL SUBMITTED TO	City of Plainwell	PHONE	207-7320	DATE	4/29/2019
STREET	211 N. Main Street	JOB NAME			
CITY, STATE AND ZIP CODE	Plainwell, MI 49080	JOB LOCATION	Sun Lot		

WE PROPOSE TO:
Asphalt Parking Lot

Area A:

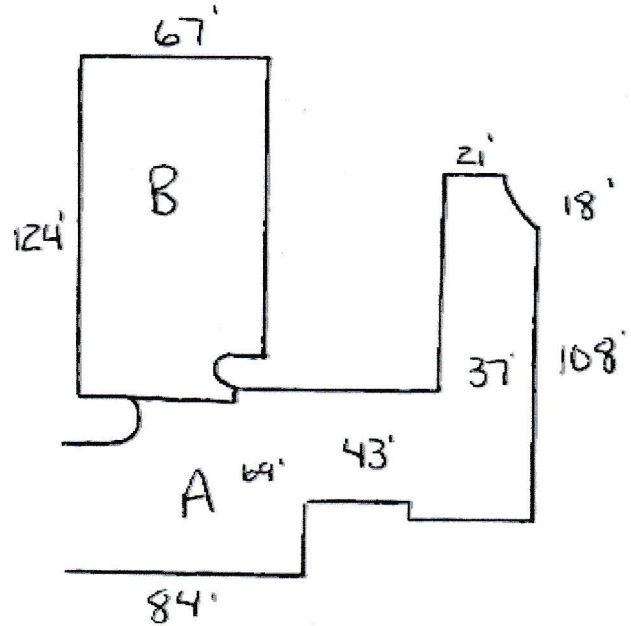
1. Fine Grade as Required for Proper Drainage and Compact
2. Stabilized Gravel Extra if Needed
3. Install Commercial Base Course Asphalt for an Average Compact Thickness of 2"
4. Install Commercial Surface Course Asphalt for an Average Compact Thickness of 2"

Area B:

1. Fine Grade as Required for Proper Drainage and Compact
2. Stabilized Gravel Extra if Needed
3. Install Commercial Base Course Asphalt for an Average Compact Thickness of 1 1/2"
4. Install Commercial Surface Course Asphalt for an Average Compact Thickness of 1 1/2"

Price for Area A: \$25,800.00

Price for Areas A & B: \$37,850.00



**Due to the Fluctuation of the Petroleum, Asphalt Prices
May Change With Little or No Advanced Notice**

Apply Herbicide as needed for weed control.

Stabilized Gravel _____

Asphalt _____

We hereby propose to furnish labor and materials complete and in place in accordance with the above specifications for the sum of: _____ dollars (\$ _____)

THIS PROPOSAL INCLUDES ALL OF THE STANDARD CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS DOCUMENT

by John Lovett Jr. Lovett Driveway Co.
Authorized Signature

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL & STANDARD CONDITIONS

Please sign and return the first copy of this Proposal to: **Lovett Driveway Co.**

I (we) have read the above proposal, **INCLUDING THE STANDARD CONDITIONS ON THE REVERSE SIDE**, and hereby accept the prices, specifications, and standard conditions stated. You are hereby authorized to begin the work proposed at your earliest convenience.

Date of Acceptance _____

If Corporation or Partnership

Signature _____
Owner / Officer

Signature _____
Owner / Officer

STANDARD CONDITIONS OF THIS PROPOSAL

- 1) The asphalt paving or other work as set forth on the face of this contract is warranted as follows: The asphalt paving or other work will comply with the terms and specifications as set forth on the face of this contract.
- 2) This warranty run for one year from date of completion of project and is not extendable.
- 3) Herbicide will be applied as needed.
- 4) In the event of a defect or failure to conform to this warranty, the warrantor shall repair or replace the portion or area found to be defective or nonconforming without charge within a reasonable time. THE WARRANTOR WILL NOT PROVIDE COVERAGE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AND WILL NOT PAY FOR ANY OTHER SERVICES. The extent of this warranty is solely limited to replacement or repair of defective or nonconforming product.
- 5) FOR BREACH OF ANY WARRANTY OF THIS PRODUCT THE CONSUMER/CUSTOMER IS LIMITED TO THE FOLLOWING RELIEF: REPAIR OR REPLACEMENT (AT THE SOLE DISCRETION OF LOVETT DRIVEWAY CO.) OF THE MATERIAL OR WORKMANSHIP FOUND TO BE DEFECTIVE OR NONCONFORMING. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 6) If a dispute arises regarding warranty, the seller provides an informal dispute resolution procedure by arranging for a meeting with a representative of Lovett Driveway Co. at 10020 North 2nd Street, Otsego, Michigan 49078, (269) 344-2729. This informal procedure shall be resorted to before consumer pursues any legal remedies in court.
- 7) We will not be liable for delays caused by labor disturbances, weather conditions, acts of God, accidents, shortages of necessary materials and/or supplies, or any other cause beyond our control. Consumer understands that Lovett Driveway Co. will, as a result of weather conditions, begin no work subsequent to November 15 of any year. Lovett Driveway Co. will have the right to comply (at its sole discretion) with the date and temperature restrictions set forth by the applicable rules and regulations of the Michigan Department of Transportation.
- 8) Expansion, contraction and cracking of asphalt occurs in Michigan. Customer recognizes the expansion, contraction and cracking is not a defect in material or workmanship.
- 9) Any damage to or caused by appurtenances, including but not limited to stumps, buried concrete slabs and footings, septic tanks, sprinkler systems and utilities not specifically described on the plans or accurately marked on the site so as to make us aware of their exact location and depth, will be the customer's responsibility, and any extra work involved will become an extra charge over the quoted price.
- 10) Lovett Driveway Co. is not responsible for damage to asphalt caused by stepladders, lawn chairs, bicycle kick stands, gasoline, oil and tire marks. The paving will remain the property of Lovett Driveway Co. until final payment is received at this office. The paving can be redeemed without the permission of the assignee if payments are not paid as agreed upon in this contract.
- 11) Extra work not included in this proposal will be performed only upon the written order by the customer or his/her authorized representative.
- 12) Work contracted under the terms of this proposal is subject to and includes applicable state tax, if a valid sales tax exemption certificate is not provided by the customer.
- 13) Lovett Driveway Co. will not proceed with the work as specified in this proposal until satisfied of the customer's ability and intent to pay according to the terms outlined herein.
- 14) PAYMENT IS DUE UPON CUSTOMER'S RECEIPT OF INVOICES issued per periodic progress estimates for work completed to date. If prompt payment is not received, Lovett Driveway Co. will suspend work in progress.
- 15) Nothing herein contained shall be construed as a waiver or modification of Lovett Driveway Co. lien rights, which lien rights Lovett Driveway Co. will exercise if payment by customer is not promptly made.
- 16) A SERVICE CHARGE OF 2% PER MONTH, which is an annual percentage rate of 24% per annum, will be made on all account balances not paid within 30 days of invoice date, together with the costs of collection and attorney fees.



“The Island City”

MEMORANDUM

211 N. Main Street
Plainwell, Michigan 49080
Phone: 269-685-6821
Fax: 269-685-7282

To: City Council
From: Erik J. Wilson, City Manager
Subject: Mill Demolition Phase III
Date: May 10, 2019

The City has applied to the Michigan Economic Development Corporation (MEDC) for demolition funds that would remove the last portions of the mill; project total is \$5.1 million dollars. As part of that application process, the MEDC is requiring firm bid numbers to remove the selected buildings.

In order for the City to obtain competitive bids, a certain amount of engineering work will need to be completed. GHD has supplied the City with a proposal to bring the project to bid; \$66,030. These costs would be applied to the City's grant match if the grant was obtained.

As you know, GHD did the engineering work for the previous two phases of our demolition projects and have more knowledge about the property than any other engineering firm. Please note the discount applied to labor in the proposal document.

Staff is recommending approval of these expenditures.



May 7, 2019

Reference No. 11189662

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

Dear Mr. Wilson:

**Re: Proposal for Preliminary Engineering, Supplemental Building Assessments, Preparation of Bid Specifications and Documents related to Phase 3 of the Former Plainwell, Inc. Mill Site Demolition Project
City of Plainwell, Michigan**

GHD is pleased to submit this Proposal for Professional Services (Proposal) to the City of Plainwell (City) for preliminary engineering, supplemental building assessments and preparation of bid specifications and documents for Phase 3 of the demolition work at the Former Plainwell, Inc., Mill Property in Plainwell, Michigan (Site).

1. Overview

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

Buildings included in the grant application are Buildings 1A, 1, 2, 3, 4, 4A, 5, the remaining portion of Building 5A, 5B, 6, 6A, 7, 9, 14/5E, 29 and the Train Shed. At this time, GHD understands that the City is still evaluating the disposition of Buildings 1, 2, 3 and 9 in regards to their historic status based on their current state of disrepair. This proposal assumes that Buildings 1, 2, 3 and 9 will be completely demolished.

A building decommissioning assessment (BDA) was conducted in 2010. The BDA included the majority of the buildings slated for demolition in Phase 3. However, buildings 1, 2, and 3 were originally designated as buildings that would be redeveloped. Building 1 was declared a dangerous building in 2016 and is no longer targeted for redevelopment. Limited evaluations of these three buildings was completed in 2010 due to funding restrictions at the time of the BDA work. Additional sampling collection will not occur in Building 1 due to the current building condition. Buildings 2 and 3 do require additional assessment work prior to demolition. The original BDA work was limited in Building 9 as well. Plans for Building 9, in 2010, included removal of the circa 1970's roof while leaving the original brick walls in place. Additional sample collection in Building 9 is required for waste characterization as well as delineation of criteria exceedances noted during the original BDA.



This proposal will build upon the existing information that has already been assembled for the Site including the original BDA, historical asbestos inspection reports, and historical drawing. The supplemental information gained during this phase of the project will be compiled into to an updated BDA report, which will be used to generate the bid specifications.

GHD understand the City is negotiating with a historical preservation architect/consultant and will secure a structural engineer to prepare the bid specification documents specific to the structure decommissioning/separations as well as restoration requirements and building material salvage objectives. This proposal does not include costs associated with the historical or structural professionals.

2. Scope of Work

The scope of work (SOW) to be completed by GHD includes the following:

- Project kick off meeting with MEDC
- Project management through the bidding process
- Preparation of a Supplemental Sampling and Analysis Plan
- Preparation of a Health and Safety Plan
- Field work related to collection of building material samples and waste materials to address waste characterization as well as worker safety concerns
- Compilation of the findings into an updated BDA Report
- Coordination with historical preservation consultant (contracted by the City)
- Coordination with structural engineers (contracted by the City)
- Preparation of bid specifications (including information provided by the historical preservation consultant and the structural engineering firm)
- Bid walk and follow-up question and answer period
- Bid reviews and evaluation

3. Cost Estimate

A cost estimate, for the scope of work listed above, is attached for your review and summarized on the next page. The cost estimate includes the necessary tasks to move the project from the sampling and analysis portion of the project through to the bid solicitation. Cost estimates do not include a historical preservations consultant or a structural engineering firm. Both a historical preservation consultant and a structural engineer will be required to complete the project.



Table 3.1 Cost Estimate Summary

Task	Discounted Estimated Cost
Sampling and Analysis Plan (SAP) Preparation	\$6,955
Health and Safety Plan	\$4,290
SAP Implementation	\$16,570
Contingency (additional field work time and expenses)	\$3,275
Building Decommissioning Assessment Report	\$9,820
Bid Package Preparation	\$15,885
Bidding Process	\$9,235
Total Estimated Cost	\$66,030

GHD has included a 10% discount on all standard GHD labor rates as well as waving standard Information Technology (IT) charges that are typically applied to each labor hour for the project. The discounted labor rates provides a \$5,345 savings while the omission of the IT charges results in a project savings of \$1,965.

As the project moves forward, GHD reserves the opportunity to revise the cost estimated provided to accommodate changes in scope. GHD will prepare a separate cost estimate for demolition oversight and project management during the demolition work. Please contact the undersigned if you have any questions regarding this proposal.

Sincerely,

GHD

Wayne G. Bauman

JMD/md/1

Encl.

cc: Jodie Dembowski, GHD
Doug Chenoweth, GHD

**Cost Estimate
Preparations for Phase 3 Demolition Project
Former Plainwell Inc., Mill
Plainwell, Michigan**

	Quantity	Unit	Rate	Estimated Cost
SAMPLING AND ANALYSIS PLAN (SAP) PREPARATION				
<i>Review historical sample results for data gaps and prepare a Sampling and Analysis Plan for sample collection procedures, locations and laboratory analysis. Includes Site visit to determine sample locations in the field.</i>				
GHD Principal	6	hours	\$262.50	\$ 1,575.00
Project Advisor	10	hours	\$215.00	\$ 2,150.00
Project Manager	16	hours	\$184.00	\$ 2,944.00
Administrative Support	5	hours	\$73.00	\$ 365.00
Travel Expenses (lodging, per diem, etc.)	1	days	\$120.00	\$ 120.00
Mileage (1 vehicle, 300 miles/trip, \$0.58/mi)	300	miles	\$0.58	\$ 174.00
Disposable PPE	1	LS	\$75.00	\$ 75.00
Copies etc.	1	L.S.	\$250.00	\$ 250.00
TOTAL SAP PREPARATION				\$ 7,655.00
HEALTH AND SAFETY PLAN				
<i>Preparation of a health and safety plan for GHD staff.</i>				
Regional Health and Safety Manager	2	hours	\$199.00	\$ 398.00
Project Manager	4	hours	\$184.00	\$ 736.00
Project Engineer	24	hours	\$136.00	\$ 3,264.00
Administrative Support	5	hours	\$73.00	\$ 365.00
TOTAL HEALTH AND SAFETY PLAN				\$ 4,765.00
SAP IMPLEMENTATION				
<i>Sample collection and laboratory analysis.</i>				
Project Advisor	2	hours	\$215.00	\$ 430.00
Project Manager	2	hours	\$184.00	\$ 368.00
Field Technician	18	hours	\$131.00	\$ 2,358.00
Project Engineer	16	hours	\$136.00	\$ 2,176.00
Chemist	4	hours	\$163.00	\$ 652.00
Administrative Support	4	hours	\$73.00	\$ 292.00
Equipment (Drill Bits, Etc.)	1	LS	\$350.00	\$ 350.00
Disposable PPE allowance	1	LS	\$50.00	\$ 50.00
Light Rental	2	day	\$350.00	\$ 700.00
Generator	2	day	\$350.00	\$ 700.00
Lift Rental	2	day	\$1,250.00	\$ 2,500.00
Delivery and Pickup of Lift	2	each	\$250.00	\$ 500.00
Shipping of Coolers	1	LS	\$125.00	\$ 125.00
Laboratory Costs - Estimate	1	LS	\$6,000.00	\$ 6,000.00
TOTAL SAP IMPLEMENTATION				\$ 17,200.00
CONTINGENCY				
Project Advisor	2	hours	\$215.00	\$ 430.00
Project Manager	2	hours	\$184.00	\$ 368.00
Field Technician	6	hours	\$131.00	\$ 786.00
Project Engineer	6	hours	\$136.00	\$ 816.00
Chemist	1	hours	\$163.00	\$ 163.00
Administrative Support	1	hours	\$73.00	\$ 73.00
Equipment (Drill Bits, Etc.)	1	LS	\$150.00	\$ 150.00
Laboratory Costs - Estimate	1	LS	\$750.00	\$ 750.00
TOTAL CONTINGENCY				\$ 3,535.00
TOTAL SAP				\$ 33,155.00

**Cost Estimate
Preparations for Phase 3 Demolition Project
Former Plainwell Inc., Mill
Plainwell, Michigan**

	Quantity	Unit	Rate	Estimated Cost
BUILDING DECOMMISSIONING ASSESSMENT REPORT				
<i>Conduct the necessary building decommissioning assement (BDA) work to prepare the bid specifications for the Phase 3 demolition project. Compliation of the SAP data (historical and 2019 data) into a BDA Report.</i>				
GHD Principal	4	hours	\$262.50	\$ 1,050.00
Project Advisor	5	hours	\$215.00	\$ 1,075.00
Project Manager	24	hours	\$184.00	\$ 4,416.00
Project Coordinator	12	hours	\$142.00	\$ 1,704.00
CAD Operator	8	hours	\$111.00	\$ 888.00
Database	4	hours	\$157.00	\$ 628.00
Administrative Support	12	hours	\$73.00	\$ 876.00
Copies etc.	1	L.S.	\$250.00	\$ 250.00
TOTAL BDA REPORT				\$ 10,885.00
BID PACKAGE PREPARATION - PHASE 3				
<i>Prepare bid package based on the information gained through the engineering/design process. Bid package will include instructions to bidders, form of agreement, general conditions, special conditions, form of bid, technical specifications, material management plan and supporting information. Technical specifications will reflect structural, redevelopment, historic building preservation, environmental, and safety requirements identified. Structural and historic preservation specification costs are not included. City to contract directly with structural and historical preservation contractors.</i>				
GHD Principal	10	hours	\$262.50	\$ 2,625.00
Project Advisor	12	hours	\$215.00	\$ 2,580.00
Project Manager	24	hours	\$184.00	\$ 4,416.00
Project Engineer	40	hours	\$136.00	\$ 5,440.00
Administrative Support	12	hours	\$73.00	\$ 876.00
Travel Expenses (lodging, per diem, etc.)	5	days	\$120.00	\$ 600.00
Mileage (1 vehicle, 300 miles/trip, \$0.58/mi)	300	miles	\$0.58	\$ 174.00
Disposable PPE	1	L.S.	\$150.00	\$ 150.00
Copies etc.	1	L.S.	\$250.00	\$ 250.00
TOTAL BID SPECIFICATIONS PREPARATION				\$ 17,110.00
BIDDING PROCESS - PHASE 3				
<i>Issue the bid package, conduct pre-bid meeting, respond to bidder questions, collect bids, evaluate/score bids, identify the winning bidder. Note both the structural and historical preservation contractors will have costs associated with the bidding process. Those costs are not included as the City will contract directly with the structural and historical preservation firms.</i>				
GHD Principal	5	hours	\$262.50	\$ 1,312.50
Project Advisor	8	hours	\$215.00	\$ 1,720.00
Project Manager	32	hours	\$184.00	\$ 5,888.00
Project Engineer	4	hours	\$136.00	\$ 544.00
Administrative Support	6	hours	\$73.00	\$ 438.00
Disposable PPE	1	L.S.	\$150.00	\$ 150.00
Mileage (1 vehicle, 300 miles/trip, \$0.58/mi)	300	miles	\$0.58	\$ 174.00
TOTAL BIDDING PROCESS				\$ 10,225.00
TOTAL BDA, SPECS AND BIDDING PROCESS				\$ 38,220.00
TOTAL BEFORE LABOR DISCOUNT				\$ 71,375.00
TOTAL DISCOUNT ON LABOR PROVIDED				\$ 5,345.00
TOTAL PROPOSED CONTRACT AMOUNT				\$ 66,030.00



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

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

5/09/2019

To: Erik Wilson, City Administrator
From: Bryan Pond, Superintendent WR
Cc: Brian Kelley City Treasurer
RE: Sale of Used ABS Pump to Village of Martin

The Village of Martin lift stations are scheduled to be replaced this fall. Earlier this year we loaned them one of our used pumps when the station failed. Our use for the pump is very limited as this model is from 2006 and is not in use in our system.

The Village needs for the pump to be used until their upgrade is complete, I would like to sell it to the Village for \$500, today a brand new the pump is approximately \$3,300.

I am requesting council's approval for the sale of one used pump.

Resolution 19-12
City of Plainwell Approved Financial Institutions as Depositories

WHEREAS, the City of Plainwell, in exercising its fiduciary responsibilities, desires to safeguard the funds of the City that may be invested from time to time; and

WHEREAS, the Charter of the City of Plainwell, Section 7.8, requires that the City Council designate the bank or depositories for the money belonging to the city; and

WHEREAS, Resolution 2010-01 was passed on September 27, 2010 authorizing the City Treasurer to manage fund belonging to the city, including depositing funds in approved financial institutions and administration of investments in conformance with city policy;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Plainwell approved the following financial institutions as depositories of city funds:

Chemical Bank, Midland, MI
Flagstar Bank, Troy, MI
Northstar Bank, Bad Axe, MI
Horizon Bank, Michigan City, IN
Grand River Bank, Grandville, MI
Mercantile Bank of Michigan, Grand Rapids, MI
PNC Bank, Pittsburgh, PA
Horizon Bank, Michigan City, IN
United Bank of Michigan, Grand Rapids, MI
Consumers Credit Union, Oshtemo, MI
Arbor Financial Credit Union, Oshtemo, MI

YES:

NO:

ABSENT:

DATED: May 13, 2019

Richard Brooks, Mayor

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Plainwell at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was provided by law.

Brian Kelley, City Clerk/Treasurer

Investment Activity Report



“The Island City”

City of Plainwell

Investment Portfolio Detail - Unaudited

at: 04/30/2019

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: 2019.05.01 17:16:56 -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	\$132,389	Michigan Class	Rich Garay - 734.604.1494	03/28/2016		2.60%	
2	270-Day CD	N/A	\$102,966	Chemical Bank	Aimee Kornowicz - 269.324.7096	02/20/2019	11/17/2019	2.15%	201
3	365-Day CD	N/A	\$152,060	Flagstar Bank	Patti Dueweke - 248.312.2468	07/27/2018	07/29/2019	2.15%	90
4	18-Month CD	N/A	\$154,141	Northstar Bank	Julie Smith - 810.329.7104	02/13/2019	08/12/2020	2.45%	470
5	240-Day CD	N/A	\$202,577	Grand River Bank	Christy Vierzen - 616.259.1322	10/12/2018	06/09/2019	2.60%	40
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									

Total Investments: \$744,131.80

Average Yield: 2.39%

Cash Activity for the Month

Cash, beginning of month: \$1,415,365.62

Cash, end of month: \$1,458,135.92

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
DN: cn=US, st=Michigan, l=Plainwell, o=City of Plainwell, ou=CoP, cn=Erik Wilson, email=ewilson@plainwell.org
Date: 2019.05.10 14:25:45 -04'00'

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

CITY OF PLAINWELL

ESTIMATED CASH BALANCE/FUND BALANCE REPORT

MONTH ENDED: **4/30/2019**

% OF FISCAL YEAR: **83.29%**

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 BALANCE	FUND BALANCE	ACTUAL REVENUE YTD - CASH BASIS	ACTUAL EXPENSE YTD - CASH BASIS				
	General	297,971	424,470	1,846,366				
Major Streets	72,892	134,679	262,998	285,126	112,551	133,406	337,673	84.44%
Local Streets	72,349	38,223	197,213	210,617	24,819	66,300	259,900	81.04%
Solid Waste	30,692	17,613	166,202	151,103	32,712	51,258	173,626	87.03%
Fire Reserve	66,773	71,834	84,321	88,564	67,591	67,591	81,413	108.78%
Airport	24,153	26,993	44,428	51,517	19,904	15,871	54,609	94.34%
Revolving Loan	25,184	61,782	10,834	-	72,616	36,018	10,000	0.00%
Capital Improvement	42,343	47,785	83,718	62,597	68,906	68,906	105,098	59.56%
Brownfield BRA	314	26,159	82,066	71,057	37,168	37,270	110,971	64.03%
Tax Increment TIFA	66,056	65,524	60,311	44,829	81,005	81,008	59,710	75.08%
Downtown DDA	12,711	10,247	55,152	36,483	28,917	30,624	60,098	60.71%
Sewer	810,000	792,920	1,419,606	1,505,453	707,073	709,035	1,565,903	96.14%
Water	192,725	136,619	424,716	477,079	84,256	133,187	533,800	89.37%
Equipment	150,797	125,912	211,061	192,522	144,450	155,473	233,155	82.57%
OPEB**	43,685	60,915	5,115	4,320	61,710	64,734	13,056	33.09%
	<u>1,908,645</u>	<u>2,041,675</u>	<u>4,954,106</u>	<u>4,896,200</u>	<u>2,099,581</u>	<u>2,202,269</u>	<u>5,710,079</u>	<u>85.75%</u>

* - Amounts taken from audited financial statements as of June 30, 2018

** - 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 DN: cn=US, st=Michigan, l=Plainwell, o=City of Plainwell, ou=CoP, cn=Erik Wilson, email=ewilson@plainwell.org Date: 2019.05.10 14:26:04 -04'00'</small>	Insert Signature: Brian Kelley <small>Digitally signed by Brian Kelley Date: 2019.05.01 17:16:11 -04'00'</small>

**CITY OF PLAINWELL
MINUTES
Planning Commission
May 1, 2019**

1. Call to Order at 7:00 p. m. by Lubic
2. Pledge of Allegiance was given by all present.
3. Roll Call: Present: Jay Lawson, Rachel Colingsworth, Jim Higgs, Lori Steele, Diana Lubic, Stephen Bennett, Erik Wilson
Excused: Gary Sausaman
4. Approval of Minutes – 03/06/19
Higgs motioned to approve minutes, as received seconded by Lawson. Minutes approved on an all in favor voice vote.
5. Chairperson’s Report: - None
6. New Business - Ace Hardware Propane Tank
Discussion: Size and location of the tank, will take up 3 parking spots that run north to South in the city lot across the street from Ace. City Manager, Erik Wilson, commented that in exchange for the 3 parking spots, Ace Hardware will maintain the green space by the parking area and maintain the Trash Corral, located in the city lot to south of Ace.
Higgs motioned to approve and recommend to City Council the placement of the propane tank on the corner of Anderson and Bannister. Seconded by Steele, Motion passed in an all in favor vote.
7. Old Business: None
8. Public Comments – None
9. Reports and Communications:
A. 2/25/19 & 03/11/19, 3/25/19 & 04/08/19 Council Minutes reviewed by Commission
10. Staff Comments:
Denise Siegel, Community Development Manager shared information on
 - Aces Insurance Ribbon Cutting, May 10 at 11:20 a.m. located at 131 S. Main St. Suite 5.
 - Update on vacant buildings in CBD and that 127 S. Main St. & 114 S. Main St. sold
 - Planning Commission Training Opportunities available, stop by City Hall for more information*City Manager, Erik Wilson* reported out on several projects happening this year.
 - A new labor union contract was settled for Public Safety
 - Low bid for Sherwood Street from N. Main to M89 came in at 1.2 million dollars. City cash match is \$850,000.
 - MEDC grant for Mill Demolition is 5 + Million, with a cash match of \$510,000
 - DNR grant for the restroom in Sherwood Park is \$45,000 with an in-kind match of \$15,000.

12. Commissioner Comments: Lubic, appreciated the Arbor Day Celebration and the beautiful tree that was planted in her honor.
13. Adjournment:
Lubic adjourned the meeting at 7:55 p.m.

Minutes submitted by Denise Siegel, Community Development Manager

DRAFT

05/09/2019 INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL
 EXP CHECK RUN DATES 05/13/2019 - 05/13/2019
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Vendor Code	Vendor Name	Description	Amount
001645	ALEXANDER CHEMICAL CORPORATION		
	SCL10022910	DEPOSIT REFUND CONTAINER RETURNS	(800.00)
	SLS10079773	CHLORINE & SULFUR DIOXIDE AND CONTAINERS	2,010.50
TOTAL FOR: ALEXANDER CHEMICAL CORPORATION			1,210.50
000138	AMERICAN OFFICE SOLUTIONS		
	IN197658	4/22/19 - 5/21/19 DPS COPIER	92.99
TOTAL FOR: AMERICAN OFFICE SOLUTIONS			92.99
000035	APPLIED IMAGING		
	1325510	4/16/19 - 5/15/19 DPW/WR COPIER	53.43
TOTAL FOR: APPLIED IMAGING			53.43
000007	BATTERIES PLUS BULBS		
	P13964512	BATTERIES DPS	65.90
TOTAL FOR: BATTERIES PLUS BULBS			65.90
002323	BELLE TIRE		
	33168571	SEASONAL CHANGEOVER DPS 2015 SUV	58.00
	33173596	SEASONAL CHANGEOVER DPS 2018 FORD	79.96
	33175536	SEASONAL CHANGEOVER CORRECTION 2018 FORD	(21.96)
	33183668	SEASONAL CHANGEOVER 2014 FORD VEHICLE 5	58.00
TOTAL FOR: BELLE TIRE			174.00
001043	BS&A SOFTWARE		
	123405	TAX SYSTEM SUPPORT MAY 2019 TO MAY 2020	494.00
TOTAL FOR: BS&A SOFTWARE			494.00
002458	CHAMPION LAW OFFICES		
	2019.02	JANUARY/FEBRUARY 2019 LEGAL SERVICES	1,287.00
TOTAL FOR: CHAMPION LAW OFFICES			1,287.00
002116	CHARTER COMMUNICATIONS (SPECTRUM)		
	0005188050119	5/1/19 - 5/31/19 WR/DPW INTERNET	114.98
TOTAL FOR: CHARTER COMMUNICATIONS (SPECTRUM)			114.98
002562	CITY OF ALLEGAN		
	ALLEGAN	WATER SAMPLES	414.00
TOTAL FOR: CITY OF ALLEGAN			414.00
002361	CLARK HILL PLC ATTORNEYS AT LAW		
	871376	ATTORNEY FEES APRIL 2019	359.50
TOTAL FOR: CLARK HILL PLC ATTORNEYS AT LAW			359.50
000009	CONSUMERS ENERGY		
	201806632683	ELECTRIC SERVICE 03/28 -04/28/2019	78.59
	2019-04	APRIL 2019 ELECTRIC SERVICES CITY-WIDE	9,955.23
	204476397735	ELECTRIC 03/28 - 04/28/2019	491.37
	205989236870	WR ELECTRIC 03/21 - 04/18/2019	6,567.52
TOTAL FOR: CONSUMERS ENERGY			17,092.71
002703	CONTINENTAL LINEN SERVICES INC		
	2019-04 CH	RUGS FOR CITY HALL - APRIL	67.80
	2019-04 DPS	RUGS FOR DPS - APRIL	41.84
	2019-04 DPW	UNIFORMS, RUGS & MISC FOR DPW - APRIL	177.74
	2019-04 WR	UNIFORMS, RUGS & MISC FOR WR - APRIL	58.63

TOTAL FOR: CONTINENTAL LINEN SERVICES INC			346.01
002391	CYBERMIND INC NET-860	MAY 2019 WEB SERVICE	49.95
TOTAL FOR: CYBERMIND INC			49.95
000157	DAVID RANTZ 17/18 18/19 SHOE AL	17/18 18/19 SHOE ALLOWANCE	287.89
TOTAL FOR: DAVID RANTZ			287.89
000269	DINGES FIRE COMPANY 55549	TURN OUT GEAR - 2 SETS	4,871.97
TOTAL FOR: DINGES FIRE COMPANY			4,871.97
002246	ELHORN ENGINEERING CO. 278267	CHEMICALS FOR WELLS 4 & 7	537.00
TOTAL FOR: ELHORN ENGINEERING CO.			537.00
002478	ENGINEERED PROTECTION SYSTEMS INC A760256	FIRE SYSTEM MONITOR & TEST	190.02
TOTAL FOR: ENGINEERED PROTECTION SYSTEMS INC			190.02
002675	ENGINEERING SUPPLY & IMAGING 98380	HP DESIGNJET T830 PRINTER FOR DPW	4,600.00
TOTAL FOR: ENGINEERING SUPPLY & IMAGING			4,600.00
000164	ETNA SUPPLY CO INC S103018820.001	945 SECOND DIVISION WATER HOOK UP	1,129.00
TOTAL FOR: ETNA SUPPLY CO INC			1,129.00
000984	EVOQUA WATER TECHNOLOGIES LLC (SIEM 903989712	MONTHLY EQUIPMT LEASE FOR MARTIN	300.00
TOTAL FOR: EVOQUA WATER TECHNOLOGIES LLC (SIEM			300.00
001947	E-Z TREE TRANSPLANTING INC. 102596	2019 ARBOR DAY TREE: PLANTED IN DOG PARK FOR LUBI	200.00
TOTAL FOR: E-Z TREE TRANSPLANTING INC.			200.00
004858	FERGUSON WATERWORKS 0070867-1	METER PIT SUPPLIES	454.44
TOTAL FOR: FERGUSON WATERWORKS			454.44
004812	FISH WINDOW CLEANING 2647-68964	WINDOW CLEANING WR FACILITY	63.00
TOTAL FOR: FISH WINDOW CLEANING			63.00
000166	FISHER SCIENTIFIC 0310018	CHLORINE PROBE	741.87
	0839570	WR METER	1,853.20
TOTAL FOR: FISHER SCIENTIFIC			2,595.07
000153	FLEIS & VANDENBRINK INC 52229	SCREW PUMP PROJECT CLOSEOUT	701.79
TOTAL FOR: FLEIS & VANDENBRINK INC			701.79
001215	FLIER'S 121099	WR LAB WATER SOFTENER	89.00
TOTAL FOR: FLIER'S			89.00
002650	FUEL MANAGEMENT SYSTEM PACIFIC PRID 47727	PD/FIRE GAS 4/15/19	558.20
	48914	PD/FIRE 4/30/19	547.64
TOTAL FOR: FUEL MANAGEMENT SYSTEM PACIFIC PRID			1,105.84

000059	GOIN POSTAL LLC 113319	DPS POSTAGE	15.54
TOTAL FOR: GOIN POSTAL LLC			15.54
002123	H & H AUTO BODY LLC 2019-04	DPS CAR #5 REPAIR	181.21
TOTAL FOR: H & H AUTO BODY LLC			181.21
000134	HAROLD ZEIGLER INC 288569	OIL CHANGE DPS CAR #5	40.35
TOTAL FOR: HAROLD ZEIGLER INC			40.35
000995	HIGH GRADE MATERIALS INC 705795	PEASTONE FOR THE OLD HARDINGS PARKING LOT	24.50
TOTAL FOR: HIGH GRADE MATERIALS INC			24.50
002281	HOME DEPOT 2019-04	APRIL STATEMENT OF CHARGES	99.42
TOTAL FOR: HOME DEPOT			99.42
000082	ICMA 2019-2020	2019-2020 MEMBERSHIP E. WILSON	683.17
TOTAL FOR: ICMA			683.17
001993	KERKSTRA PORTABLE RESTROOMS INC 138053	HANDI CAP RESTROOM FOR SHERWOOD PARK	125.00
TOTAL FOR: KERKSTRA PORTABLE RESTROOMS INC			125.00
000356	LOCK MASTER SECURITY LLC 9253	OFFLOAD SURVEILLANCE VIDEO	50.00
TOTAL FOR: LOCK MASTER SECURITY LLC			50.00
001155	MARTIN SPRING & DRIVE 84752 84752A	TURBO KIT AND BRAKE REPAIR - TRUCK 12 DPW BALANCE OF REPAIR TO TRUCK 12 - DPW	6,000.00 3,626.35
TOTAL FOR: MARTIN SPRING & DRIVE			9,626.35
000951	MICHIGAN RURAL WATER ASSOC 2019-05	DPW MEMBERSHIP MAY 2019 - JUNE 2019	115.00
TOTAL FOR: MICHIGAN RURAL WATER ASSOC			115.00
000609	MIDWAY CHEVROLET 119297 68265	FOR TRUCK DPW ELECTRONIC WORK ON 2019 IMPALA - DPS	53.20 212.67
TOTAL FOR: MIDWAY CHEVROLET			265.87
001854	MODEL FIRST AID,SAFETY & TRAINING 122865 122870	DPW MEDICAL SUPPLIES BANDAGES/OINTMENT/ASPIRIN/TOWELETTES	17.90 38.85
TOTAL FOR: MODEL FIRST AID,SAFETY & TRAINING			56.75
000228	NATIONAL FIRE PROTECTION - NFPA 7467728X	MEMBERSHIP FOR B. BOMAR 6/1/19 - 5/31/19	175.00
TOTAL FOR: NATIONAL FIRE PROTECTION - NFPA			175.00
004910	ON DUTY GEAR LLC 19865	(3) BULLET PROOF VEST	2,205.00
TOTAL FOR: ON DUTY GEAR LLC			2,205.00
004852	PACE ANALYTICAL SERVICES LLC 1950109381	PLANT MERCURY TEST	255.00
TOTAL FOR: PACE ANALYTICAL SERVICES LLC			255.00
000233	PEERLESS-MIDWEST INC		

	474471	ANNUAL TEST & SERVICE WELL #4	800.00
	474472	ANNUAL TEST & SERVICE FOR WELL #5	800.00
	474473	ANNUAL TEST & SERVICE WELL #7	800.00
TOTAL FOR: PEERLESS-MIDWEST INC			2,400.00

004855	PLAINWELL ACE HARDWARE		
	2698	H2O SOFT SALT PELLETS	60.72
	2705	PUNCH PIN	4.99
	2706	MISC FASTENERS	13.94
	2723	CLEANING WIPES AND CLEANER FOR EQUIP	11.18
	2744	CREDIT RETURN	(24.99)
	2754	SHOVELS	59.97
	2757	AIR COMPRESSOR PARTS	4.48
	2758	AIR COMPRESSOR PARTS	12.99
	2771	MISC FASTENERS	10.94
	2773	MULCH	7.98
	2774	BOLT FOR #20	2.79
	2788	U-BOLT, BAR HOLDER, DRILL BIT	38.72
	2798	PLUG & CAP TO REPAIR IRRG IN SUN LOT	12.52
	2808	GRASS SEED	14.99
	2809	AJAX, LAVA. OXICLEAN	16.97
	2813	SHOVEL	29.98
	2814	64 QT LATCHING TOTE	11.99
	2817	MARKER PAINTS - YELLOW & WHITE - DPS	7.98
	2818	EXTRA KEYS FOR PRIME MOVER	6.98
	2834	AAA RECHARGING BATTERIES - DPS	13.99
TOTAL FOR: PLAINWELL ACE HARDWARE			319.11

004826	PLAINWELL ARTS COUNCIL		
	2019.04.29	SHARED SPONSORSHIP ARTS & EATS 2019	250.00
TOTAL FOR: PLAINWELL ARTS COUNCIL			250.00

000004	PLAINWELL AUTO SUPPLY INC		
	2019.04	APRIL 2019 SUPPLIES	644.41
TOTAL FOR: PLAINWELL AUTO SUPPLY INC			644.41

001859	POLLARDWATER.COM		
	WW003265	3X3 PVC HOSE	64.60
TOTAL FOR: POLLARDWATER.COM			64.60

001448	PROFESSIONAL CODE INSPECTIONS		
	6018	APRIL 2019 PERMITS	1,189.00
TOTAL FOR: PROFESSIONAL CODE INSPECTIONS			1,189.00

004008	PRO-VISION VIDEO SYSTEMS		
	321637	128 GB CLASS 10 SDXC CARDS	363.91
TOTAL FOR: PRO-VISION VIDEO SYSTEMS			363.91

004221	R.W.LAPINE INC MECHANICAL CONTRACTO		
	13963	APRIL 2019 HVAC MAINTENANCE FAIRLANE	244.34
TOTAL FOR: R.W.LAPINE INC MECHANICAL CONTRACTO			244.34

002371	RENEWED EARTH INC		
	27097	PREMIUM PLANTING MIX	687.00
TOTAL FOR: RENEWED EARTH INC			687.00

001748	REPUBLIC WASTE SERVICES		
	0249-006348436	MAY 2019 DPW/CITY GARBAGE/RECYCLING	279.00
	0249-006348888	MAY 2019 WR GARBAGE SERVICE	296.00
TOTAL FOR: REPUBLIC WASTE SERVICES			575.00

000010	RIDDERMAN & SONS OIL CO INC		
	27595	AIRPORT MOWER FUEL APRIL 2019	79.67
TOTAL FOR: RIDDERMAN & SONS OIL CO INC			79.67

002644	RIETH-RILEY CONSTRUCTION CO INC		
	7178717	COLD PATCH 3/8/19	301.40
	7178737	COLD PATCH 3/26/19	283.20
TOTAL FOR: RIETH-RILEY CONSTRUCTION CO INC			584.60

001873	SCHANZ TIRE & AUTO SUPPLY INC.		
	145483	SUMMER TIRES SKID STEER	800.00
TOTAL FOR: SCHANZ TIRE & AUTO SUPPLY INC.			800.00

002740	STATE OF MICHIGAN		
	551-535489	CLOUSE/GORDON/VANDYK SOR 2019	90.00
TOTAL FOR: STATE OF MICHIGAN			90.00

002673	STATE OF MICHIGAN MDOT		
	591-10419868	SIGNAL ENERGY CHARGES 4TH QUARTER 2018	143.26
TOTAL FOR: STATE OF MICHIGAN MDOT			143.26

002402	STEENSMA LAWN & POWER EQUIPMENT		
	595314	#76 MOWER REPAIR	290.39
	596039	2018 EXMARK LAZER S SERIES MOWER - DPW	11,790.00
	599235	OIL & FILTER FOR #73 MOWER - DPW	43.85
TOTAL FOR: STEENSMA LAWN & POWER EQUIPMENT			12,124.24

001041	TELE-RAD INC		
	891628	FIRE PAGER, BATTERIES, CLIPS, CORD, ADAPTER	309.30
TOTAL FOR: TELE-RAD INC			309.30

002653	VAN MANEN OIL COMPANY		
	2215230	DIESEL FUEL - DPW	634.91
	2215231	REG. UNLEADED GASOLINE - DPW	543.18
TOTAL FOR: VAN MANEN OIL COMPANY			1,178.09

000034	VERIZON		
	9828798776	CITY CELL PHONES 03/24 - 04/23/2018	998.13
TOTAL FOR: VERIZON			998.13

004896	WALTERS SWEEPING		
	4891	POWER SWEEPING ALL STREETS AND PARKING LOTS PER	5,170.00
TOTAL FOR: WALTERS SWEEPING			5,170.00

000947	WYOMING ASPHALT & PAVING INC.		
	2019-004	PATCH WORK GLENVIEW	189.94
	2019-014	N SUNSET STORM DRAIN REPAIR	215.75
	2019-043	ASPHALT PURCHASED 04/22/19 TO 04/25/19	663.70
TOTAL FOR: WYOMING ASPHALT & PAVING INC.			1,069.39

TOTAL - ALL VENDORS			82,082.20

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: Cheryl
Pickett

Digitally signed by Cheryl Pickett
DN: c=US, st=Michigan, l=Plainwell,
o=City of Plainwell, ou=CoP, cn=Cheryl
Pickett, email=cpickett@plainwell.org
Date: 2019.05.09 13:45:31 -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: 2019.05.10
14:03:53 -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: 2019.05.10
10:58:07 -04'00'

Bill Bomar, Public Safety Director

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

Insert Signature:

Bill Bomar

Digitally signed by Bill
Bomar
Date: 2019.05.10
15:49:24 -04'00'

Bob Nieuwenhuis, Public Works Supt.

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

Insert Signature: Robert
Nieuwenhuis

Digitally signed by Robert
Nieuwenhuis
Date: 2019.05.10
10:28:48 -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
DN: c=US, st=Michigan, l=Plainwell,
o=City of Plainwell, ou=CoP, cn=Erik
Wilson, email=ewilson@plainwell.org
Date: 2019.05.10 14:25:22 -04'00'

05/10/2019

CHECK REGISTER FOR CITY OF PLAINWELL
CHECK DATE FROM 04/26/2019 - 05/15/2019

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank CBGEN Chemical Bank - General AP Account					
Check Type: EFT Transfer - Automatic Payments					
04/26/2019	CBGEN	1533(E)	FIRST NATIONAL BANK (CREDIT CARD)	Quarterly Streaming Service	4,589.21
05/15/2019	CBGEN	1535(E)	CITY OF PLAINWELL	MAY 2019 CITY UTILITY BILLS	729.72
05/02/2019	CBGEN	1536(E)	CENTURYLINK	APRIL 2019 LONG DISTANCE	0.95
05/06/2019	CBGEN	1537(E)	UNITED HEALTHCARE INSURANCE COM	RETIREE HEALTH INSURANCE MAY 2019 - WHIT	196.88
05/06/2019	CBGEN	1538(E)	UNITED HEALTHCARE INSURANCE COM	RETIREE HEALTH INSURANCE MAY 2019 - TOWN	190.10
05/10/2019	CBGEN	1539(E)	SILVERSCRIPT INSURANCE COMPANY	MAY 2019 RETIREE PRESCRIPTION COVERAGE -	30.80
05/10/2019	CBGEN	1540(E)	SILVERSCRIPT INSURANCE COMPANY	MAY 2019 RETIREE PRESCRIPTION COVERAGE -	30.80
Total EFT Transfer:					5,768.46
Check Type: Paper Check - Manual Checks					
04/30/2019	CBGEN	13733	POSTMASTER	TO MAIL UTILITY BILLS	560.40
05/01/2019	CBGEN	13734	AT&T - SBC	AIRPORT FUEL PUMP PHONES MARCH/APRIL 201	1,217.95
05/01/2019	CBGEN	13735	SHOPPERS GUIDE INC	APRIL 2019 SHOPPERS GUIDE ADS	125.18
05/01/2019	CBGEN	13736	MICHIGAN GAS UTILIITIES CORP.	3/12/19 - 4/9/19 DPS GAS BILL	351.49
05/01/2019	CBGEN	13737	VERIZON	ONE TALK DESK PHONES 03/18 - 04/17/2019	218.96
05/01/2019	CBGEN	13738	GOIN POSTAL LLC	SHIPPING FOR RIFLE PARTS	21.92
05/01/2019	CBGEN	13739	CHARTER COMMUNICATIONS (SPECTRU	4/19/19 - 5/18/19 DPS/FIRE INTERNET PHON	544.23
05/01/2019	CBGEN	13740	JOYFUL CLEANING - LINDA TUBBS	MARCH 2019 CITY WIDE CLEANING	964.00
05/01/2019	CBGEN	13741	PITNEY BOWES/PURCHASE POWER	POSTAGE ON METER 4/11/19	503.50
05/01/2019	CBGEN	13742	MADISON NATIONAL LIFE INSURANCE C	MAY 2019 LIFE INSURANCE	99.88
05/01/2019	CBGEN	13743	BILL HILESKI	18/19 SHOE ALLOWANE	150.00
05/01/2019	CBGEN	13744	US BANK EQUIPMENT FINANCE (COPIER)	MAY 2019 CITY HALL COPIER LEASE	147.00
05/01/2019	CBGEN	13745	PRIORITY HEALTH	MAY 2019 HEALTH INSURANCE PREMIUM	27,504.93
05/01/2019	CBGEN	13746	REPUBLIC SERVICES (RECYCLE)	MAY 2019 RECYCLING SERVICE	2,519.40
05/01/2019	CBGEN	13747	BLOOM SLUGGETT PC	ATTORNEY SERVICES MARCH 2019	963.50
05/01/2019	CBGEN	13748	BILL HILESKI	SHOE ALLOWANCE BALANCE OF SLIP TURNED I	19.59
05/06/2019	CBGEN	13749	CRA 200 ALLEGAN STREET LLC	REIMBURSEMENT AGREEMENT PAYMENT - 2018	5,889.38
05/09/2019	CBGEN	13801	MASTERCARD	APRIL 2019 CITY MASTERCARD	15.00

Total Paper Check:

41,816.31

CBGEN TOTALS:

Total of 25 Checks:

47,584.77


Less 0 Void Checks:


0.00

Total of 25 Disbursements:

47,584.77

Off Cycle Payment Authorization

Brian Kelley, City Clerk/Treasurer
I verify that I have reviewed the off-cycle payments listed above and to the best of my knowledge the listing is accurate and complies with the City's purchasing policy.
Insert Signature:  Digitally signed by Brian Kelley Date: 2019.05.10 10:40:58 -04'00'

Erik J. Wilson, City Manager
I verify that I have reviewed the off-cycle payments listed above and to the best of my knowledge the listing is accurate and complies with the City's purchasing policy.
Insert Signature:  Digitally signed by Erik Wilson DN: c=US, st=Michigan, i=Plainwell, o=City of Plainwell, ou=CoP, cn=Erik Wilson, email=ewilson@plainwell.org Date: 2019.05.10 14:24:54 -04'00'

Received

MAY 6 2019

City of Plainwell
Clerk/Treasurer's Office

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-20202

- Consumers Energy Company requests Michigan Public Service Commission's approval for reconciliation of its power supply cost recovery plan (Case No. U-18402) for the period January 2018 through December 2018.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A pre-hearing will be held:

DATE/TIME: Monday, May 20, 2019, at 9:00 AM

BEFORE: Administrative Law Judge Sally L. Wallace

LOCATION: Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, Michigan 48917

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers) March 29, 2019 application seeking Commission approval for: 1) reconciliation of its Power Supply Cost Recovery (PSCR) for the period January 2018 through December 2018 and its proposed methodology for rolling-in the net over-recovery. Consumers Energy has calculated a year-end under-recovery of \$1.02 million and accrued interest owed to customers for the 2018 period of \$2.48 million; 2) Consumers proposal to maintain the State Reliability Mechanism capacity charge for Planning Year 2020/2021 at the amount approved in the Commission's January 9, 2019 Order in Case No. U-20134; and 3) other relief.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by May 13, 2019. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

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

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

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

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, and R 792.10401 through R 792.10448.

**[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY
APPROVE, REJECT, OR AMEND PROPOSALS MADE BY
CONSUMERS ENERGY.]**

Dear Officers Placemell Public
Safety Dept.

I want to thank you all
for all you do for all of us
lucky enough to live in Placemell.
We met several Officers over
the past year especially the last
few months who came to assist
my husband, Joe? J. I especially
want to thank Officer Pell, who
came to our aid and literally
helped our son Ben carry he
had into our home for the last
time. That image is forever
embedded in my heart & mind.
My Sweet Joe's life ended 4 days
later at Base Area in Palamozos.
Please know that you all have
always been included in our
daily prayers and always will
be.

For everything you've done...

for being the special people

that you are...

thank you so very much.

May God Bless you
all and keep you
safe. Pat Semmon
and Family

Reports & Communications:

A. Site Plan Review – Ace Hardware Propane Tank:

Plainwell Ace Hardware has applied to install a liquefied petroleum gas facility to be placed in the city parking lot at the corner of Anderson and Bannister. The Planning Commission has reviewed the site specifications and recommends approval by City Council.

Recommended action: Consider approving the site plan as presented.

B. Special Event Permit 19-02 – Memorial Day Parade:

This is the annual Memorial Day Parade to be held May 27, 2019. The road closures are consistent with prior years and have been reviewed by staff.

Recommended action: Consider approving the Special Event Permit as presented.

C. Special Event Permit 19-03 – Plainwell Days Festival:

The Plainwell Days Festival Committee submitted a permit request for the event to be held June 13 to 16, 2019.

Recommended action: Consider approving the Special Event Permit as presented.

D. Resolution 19-11 - MDOT Contract – Sherwood Street Contract 19-5410:

The Michigan Department of Transportation (MDOT) has submitted for approval the contract for work on North Sherwood Avenue from M-89 to Main Street. The resolution names the officials who are authorized to sign the contract on behalf of the city.

Recommended action: Consider adopting Resolution 19-11 authorizing the City Manager to execute all documents related to the approval of the MDOT Sherwood Avenue construction contract.

E. DPW – Sun Theater Parking Lot Paving:

The city solicited bids for paving the Sun Lot as a result of the recent electrical grid upgrade performed by Consumers Energy. Consumers has offered some funds to the city of offset the cost of the project – this amount represents the funds Consumers had allocated to patch the parking lot as part of its project and has yet to be determined. The city recommends the low bidders – Wyoming Asphalt – at a cost of \$20,200.00.

Recommended action: Consider approving the project to pave the Sun Lot with Wyoming Asphalt at a cost of \$20,200.00 by amending the budget accordingly and authorizing the City Manager to execute all documents related to the approved action.

F. Mill Demolition Engineering:

As part of the larger mill demolition project, GHD submitted a plan for engineering the project through its completion. As a preferred vendor, the recommendation is to use GHD for this work.

Recommended action: Consider approving the project to engineer the Mill Demolition Project with GHD at a total project cost of \$66,030.00 by amending the budget accordingly and authorizing the City Manager to execute all documents related to the approved action.

G. Sale of WR ABS Pump:

In 2011, the city replaced the pumps in its lift stations. One of the original pumps from 2006 was loaned to the Village of Martin for use in its soon-to-be-replaced lift stations. The Administration seeks authority to sell the pump to the Village for \$500. Such authority is required by Ordinance.

Recommended action: Consider approving the sale of a 2006 ABS Pump to the Village of Martin for \$500.

H. Resolution 19-12 – Approved Depositories for 2019:

Annually, the listing of approved depositories is reviewed and is being updated to include United Bank and Arbor Financial Credit Union.

Recommended action: Consider adopting the resolution as presented.

Non-Agenda Items / Materials Transmitted

- Notice of May 20, 2019 Consumers Energy Public Hearing – 9:00am
- Resident’s Letter of Thanks for the Plainwell Department of Public Safety